

Staff Report

TO: Mayor and City Council Members

FROM: City Manager

DATE: January 3, 2016

SUBJECT: Approve the Execution and Delivery of Agreement of Resignation, Appointment and Acceptance for the Purpose of Transferring Bond Trustee Powers from MUFG Union Bank, N.A, to Wilmington Trust, National Association

Background and Analysis:

MUFG Union Bank, N.A. ("Union Bank"), currently serves as the trustee for all of the bonds issued by the City of Beaumont Community Facilities District No. 93-1 (the "Bonds"). On March 15, 2016, the City Council approved the release of a Request for Proposals (the "RFP") to various bond trustees for the purpose of selecting a successor trustee for the Bonds to replace Union Bank. The only response to the RFP was received from Wilmington Trust, National Association ("Wilmington"). After reviewing Wilmington's RFP response, the Beaumont Standing Financial Committee recommended to the City Council that Wilmington be selected as the successor trustee, and on June 21, 2016, the City Council approved an Award of Contract and appointed Wilmington as successor trustee for the Bonds.

As part of the process of transitioning the various accounts and agreements related to the Bonds from Union Bank to Wilmington, an Agreement of Resignation, Appointment and Acceptance will need to be entered into by and among Union Bank, Wilmington and the City. The Agreement has been reviewed by counsel for Union Bank and counsel for Wilmington, as well as by the City Attorney and Stradling Yocca Carlson & Rauth ("Special Counsel"). The City Council is now being asked to approve the Agreement.

Fiscal Impact:

There is no impact to the City's general fund. The costs relating to Wilmington's services as successor trustee will be similar to the costs currently being paid to Union Bank, and will be paid directly from Special Taxes collected from the various improvement areas of the City of Beaumont Community Facilities District No. 93-1.

Finance Director Review: 

Date: 12/29/16

Recommendation and Attachments:

- 1) Approve the Agreement and authorize City staff to execute the same with such changes thereto and deletions therefrom as are determined necessary by the City Attorney and/or Special Counsel

City Manager Review: 

Date: 12/29/16

AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE

AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE (the “Agreement”), dated as of January 3, 2017 by and among Beaumont Financing Authority, a joint powers authority duly organized and existing under and by virtue of the laws the State of California (the “Authority”), the City of Beaumont Community Facilities District No. 93-1, a community facilities district formed pursuant to the Mello-Roos Community Facilities Act of 1982 (the “District”), the City of Beaumont, a general law city (the “City”), Wilmington Trust, National Association a national banking association duly organized and existing under the laws of the United States (“Successor Trustee”) and MUFG Union Bank, N.A., a national banking association duly organized and existing under the laws of the United States of America (“Resigning Trustee” or “Resigning Depository Agent”), as Authority Trustee, District Trustee and Depository Agent (each as hereinafter defined), and Resigning Trustee, as applicable.

RECITALS:

WHEREAS, the bonds listed on Exhibit A hereto (the “Authority Bonds”) were issued by the Authority and are currently outstanding under an Indenture of Trust, dated as of January 15, 1994 (as supplemented and amended by the supplemental indentures relating to the outstanding Authority Bonds listed on Exhibit B hereto, the “Authority Indenture”), by and between the Authority and MUFG Union Bank, N.A. (f/k/a Union Bank of California, N.A. and Union Bank, N.A.) as successor to Meridian Trust Company of California, as trustee (the “Authority Trustee”);

WHEREAS, the bonds listed on Exhibit C hereto (the “District Bonds”, and, together with the Authority Bonds, the “Bonds”) were issued by the District and are currently outstanding under an Indenture of Trust, dated as of January 15, 1994 (as supplemented and amended by the supplemental indentures relating to the outstanding District Bonds listed on Exhibit D hereto, the “District Indenture”, and, together with the Authority Indenture, each an “Indenture” and collectively, the “Indentures” as the context may require), by and between the District and MUFG Union Bank, N.A. (f/k/a Union Bank of California, N.A. and Union Bank, N.A.) as

successor to Meridian Trust Company of California, as trustee (the “District Trustee”, and, together with the Authority Trustee, the “Resigning Trustee”);

WHEREAS, (i) the Authority appointed Resigning Trustee as the Authority Trustee under the Authority Indenture, and (ii) the District appointed Resigning Trustee as the District Trustee under the District Indenture;

WHEREAS, the City appointed MUFG Union Bank, N.A. (f/k/a Union Bank, N.A.) as (the “Depository Agent”) as depository agent under four separate Depository Agreements dated for Improvement Areas No. 7A1 (dated as of March 1, 2015), 16 (dated as of June 1, 2015), 18 (dated as of June 1, 2015), and 19A (dated as of April 1, 2015), each between the City and the Depository Agent (each a “Depository Agreement” and collectively, the “Depository Agreements” as the context may require).

WHEREAS, Section 8.01(c) of each of the Indentures provides that, if the Authority Trustee or District Trustee, as applicable, appointed thereunder shall resign, the Authority or the District, respectively, shall promptly appoint a successor Authority Trustee or District Trustee, as applicable, by an instrument in writing;

WHEREAS, Section 8.01(d) of each of the Indentures provides that any successor Authority Trustee or District Trustee appointed in accordance with such Indenture shall, at the request of the Resigning Trustee, execute, acknowledge and deliver to the Authority or District, respectively, and to its predecessor trustee an instrument accepting such appointment under such Indenture, and thereupon the resignation of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all rights, powers, duties and obligations of the predecessor trustee;

WHEREAS, the Section 8 of each of the Depository Agreements provide if the Depository Agent shall resign, the City shall appoint a successor and provide notice thereof to the Resigning Depository Agent;

WHEREAS, (i) the Resigning Trustee desires to resign as Authority Trustee and as District Trustee; and (ii) the Resigning Depository Agent desires to resign as Depository Agent subject to the terms and conditions set forth herein;

WHEREAS, each of the Authority and the District desires to appoint Successor Trustee as successor Trustee to succeed Resigning Trustee as Authority Trustee and District Trustee under their respective Indentures and the City desires to appoint Successor Trustee as the successor Depository Agent under each of the Depository Agreements; and

WHEREAS, Successor Trustee is willing to accept such appointment as successor Authority Trustee and District Trustee under each of the Indentures and as Depository Agent under each of the Depository Agreements subject to the terms and conditions set forth herein;

NOW, THEREFORE, the Authority, the District, Resigning Trustee, Resigning Depository Agent, the City, and Successor Trustee, for and in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

I THE RESIGNING TRUSTEE

1.1 Pursuant to Section 8.01(c) of the Authority Indenture, Resigning Trustee hereby resigns as Authority Trustee as of January 18, 2017(the “Effective Date”). Pursuant to Section 8.01(c) of the District Indenture, Resigning Trustee hereby resigns as District Trustee as of the Effective Date.

1.2 Resigning Trustee hereby represents and warrants to Successor Trustee that:

- (a) The Indentures, and each amendment and supplemental indenture thereto, if any, were validly and lawfully executed and delivered by the Resigning Trustee and are in full force and effect.
- (b) As of the Effective Date, Resigning Trustee will hold no moneys or property under either of the Indentures.
- (c) Pursuant to Article II of the Authority Indenture, Resigning Trustee has duly authenticated and delivered the Authority Bonds listed on Exhibit A, with the respective amounts thereon outstanding, and interest has been paid through the most recent date on which interest is required to be paid in accordance with the terms of such Authority Bonds. Pursuant to Article II of the District Indenture, Resigning Trustee has duly authenticated and delivered the District Bonds listed on Exhibit C, with the respective

amounts thereon outstanding, and interest has been paid through the most recent date on which interest is required to be paid in accordance with the terms of such District Bonds.

- (d) The registers in which it has registered and transferred registered Bonds accurately reflect the amount of Bonds outstanding and the amounts payable thereon.
- (e) Each person who so authenticated the Bonds was duly elected, qualified and acting as an officer or authorized signatory of Resigning Trustee and empowered to authenticate the Bonds at the respective times of such authentication and the signature of such person or persons appearing on such Bonds is each such person's genuine signature.
- (f) No responsible officer of the Resigning Trustee's corporate trust department has received notice from the Authority, the District, or any bond owner of the Authority Bonds or the District Bonds (each a "Bond Owner" and, collectively, the "Bond Owners") that an Event of Default has occurred and is continuing, and no responsible officer of the Resigning Trustee's corporate trust department has actual knowledge that an Event of Default has occurred and is continuing under the Indentures.
- (g) The Resigning Trustee has given written notice (i) to the Authority and the Bond Owners under the Authority Indenture that it is resigning as Authority Trustee, and (ii) to the District, the City and the Bond Owners under the District Indenture that it is resigning as District Trustee.
- (h) There is no action, suit or proceeding pending (with service of process having been given to the Resigning Trustee) or, to Resigning Trustee's actual knowledge, threatened against the Resigning Trustee before any court or any governmental authority arising out of any act or omission of Resigning Trustee under either Indenture.

1.3 Resigning Trustee hereby assigns, transfers, delivers and confirms to Successor Trustee all right, title and interest of Resigning Trustee in and to the trust under each of the

Indentures and all the rights, powers, trusts, privileges, immunities, duties and obligations of the Trustee under the Indentures, including, without limitation, all of its rights to, and all of its security interests in and liens upon, the collateral, if any, and all other rights of Resigning Trustee with respect to the collateral, if any, pursuant to the transaction documents.

1.4 Resigning Trustee shall deliver to Successor Trustee, no later than five (5) business days after the Effective Date, all of the documents listed on Exhibits B, D and E hereto, which constitute all of the documents the Resigning Trustee has executed or otherwise entered into in connection with the Indentures, including, without limitation, all supplemental indentures and amendments related thereto.

1.5 Following execution of this Agreement, the Resigning Trustee will give written notice to the Bond Owners of the Authority Bonds of its resignation as Trustee under the Authority Indenture, and by execution of this Agreement has provided written notice to the District, the City and the Bond Owners of the District Bonds of its resignation as Trustee under the District Indenture;

II THE AUTHORITY

2.1 The Authority hereby acknowledges that this Agreement constitutes the notice required under Section 8.01(c) from the Resigning Trustee of its resignation as Authority Trustee, and accepts the resignation of Resigning Trustee as Authority Trustee under the Authority Indenture.

2.2 The Authority hereby appoints Successor Trustee as Trustee under the Authority Indenture to succeed to, and hereby vests Successor Trustee with, all the rights, powers, trusts, privileges, immunities, duties and obligations of Resigning Trustee under the Authority Indenture with like effect as if originally named as Authority Trustee in the Authority Indenture.

2.3 Promptly after the Effective Date, the Authority shall cause a notice, substantially in the form of Exhibit F hereto, to be sent to each Bond Owner and each rating agency that is then rating the Authority Bonds in accordance with the provisions of Section 8.01(d) of the Authority Indenture.

2.4 The Authority hereby represents and warrants to Resigning Trustee and Successor Trustee that:

(a) The Authority is a joint powers authority duly organized and existing under and by virtue of the laws of the State of California.

(b) The Authority Indenture, and each amendment or supplemental indenture thereto, if any, was validly and lawfully executed and delivered by the Authority and is in full force and effect and the Authority Bonds were validly issued by the Authority.

(c) The Authority has performed or fulfilled prior to the date hereof, and will continue to perform and fulfill after the date hereof, each covenant, agreement, condition, obligation and responsibility under the Authority Indenture.

(d) No event has occurred and is continuing which is, or after notice or lapse of time would become, an Event of Default under the Authority Indenture.

(e) No covenant or condition contained in the Authority Indenture has been waived by the Authority or, to the best of the Authority's knowledge, by Bond Owners of the percentage in aggregate principal amount of the Authority Bonds required to effect any such waiver.

(f) The Authority has, by a resolution which was duly adopted by the Board of Directors of the Authority, and which is in full force and effect on the date hereof, authorized certain officers of the Authority to: (i) accept Resigning Trustee's resignation as Authority Trustee under the Authority Indenture; (ii) appoint Successor Trustee as Authority Trustee under the Authority Indenture; and (iii) execute and deliver such agreements, including, without limitation, this Agreement and other instruments as may be necessary or desirable to effectuate the succession of Successor Trustee as Authority Trustee under the Authority Indenture. Furthermore, this Agreement has been duly authorized, executed and delivered on behalf of the Authority and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

(g) All conditions precedent relating to the appointment of Successor Trustee as successor Trustee under the Authority Indenture have been complied with by the Authority.

(h) There is no action, suit or proceeding pending (with service of process having been given to the Authority) or, to the Authority's actual

knowledge, threatened against the Authority before any court or any governmental authority arising out of any act or omission of the Authority under either Indenture.

III THE DISTRICT

3.1 The District hereby acknowledges that this Agreement constitutes the notice required under Section 8.01(c) from the Resigning Trustee of its resignation as District Trustee, and the District hereby accepts the resignation of Resigning Trustee as Trustee under the District Indenture.

3.2 The District hereby appoints Successor Trustee as District Trustee under the District Indenture to succeed to, and hereby vests Successor Trustee with, all the rights, powers, trusts, privileges, immunities, duties and obligations of Resigning Trustee under the District Indenture with like effect as if originally named as District Trustee in the District Indenture.

3.3 Promptly after the Effective Date, the District shall cause a notice, substantially in the form of Exhibit G annexed hereto, to be sent to each Bond Owner and each rating agency that is then rating the District Bonds in accordance with the provisions of Section 8.01(d) of the District Indenture.

3.4 The District hereby represents and warrants to Resigning Trustee and Successor Trustee that:

- (a) The District is a community facilities district formed pursuant to the Mello-Roos Community Facilities Act of 1982, duly organized and existing under and by virtue of the laws of the State of California.
- (b) The District Indenture, and each amendment or supplemental indenture thereto, if any, was validly and lawfully executed and delivered by the District and is in full force and effect and the District Bonds were validly issued by the District.
- (c) The District has performed or fulfilled prior to the date hereof, and will continue to perform and fulfill after the date hereof, each covenant, agreement, condition, obligation and responsibility under the District Indenture.

- (d) No event has occurred and is continuing which is, or after notice or lapse of time would become, an Event of Default under the District Indenture.
- (e) No covenant or condition contained in the District Indenture has been waived by the District or, to the best of the District's knowledge, by Bond Owners of the percentage in aggregate principal amount of the District Bonds required to effect any such waiver.
- (f) The District has, by a resolution which was duly adopted by [the City Council of the City], and which is in full force and effect on the date hereof, authorized certain officers of the District to: (i) accept Resigning Trustee's resignation as District Trustee under the District Indenture; (ii) appoint Successor Trustee as District Trustee under the District Indenture; and (iii) execute and deliver such agreements, including, without limitation, this Agreement and other instruments as may be necessary or desirable to effectuate the succession of Successor Trustee as District Trustee under the District Indenture. Furthermore, this Agreement has been duly authorized, executed and delivered on behalf of the District and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.
- (g) All conditions precedent relating to the appointment of Successor Trustee as successor District Trustee under the District Indenture have been complied with by the District.
- (h) There is no action, suit or proceeding pending (with service of process having been given to the District) or, to the District's actual knowledge, threatened against the District before any court or any governmental authority arising out of any act or omission of the District under either Indenture.

IV THE RESIGNING DEPOSITORY AND THE CITY

4.1 Pursuant to Section 8 of each of the Depository Agreements, Resigning Depository Agent hereby resigns as Depository Agent as of the Effective Date, and the City hereby accepts

such resignation. The City's execution of this Agreement constitutes the notice to the Resigning Depository Agent required by Section 8 of each of the Depository Agreements.

4.2 Resigning Depository Agent hereby represents and warrants to Successor Trustee and the City that:

- (a) The Indentures, and each amendment and supplemental indenture thereto, if any, were validly and lawfully executed and delivered by the Resigning Trustee and are in full force and effect.
- (b) As of the Effective Date, Resigning Trustee will hold no moneys or property under either of the Indentures.
- (c) As of the Effective Date, Resigning Depository Agent will hold no moneys or property under each of the Depository Agreements.
- (d) No responsible officer of the Resigning Depository Agent's corporate trust department has received notice from the City that an Event of Default has occurred and is continuing, and no responsible officer of the Resigning Depository Agent's corporate trust department has actual knowledge that an Event of Default has occurred and is continuing under each of the Depository Agreements.
- (e) There is no action, suit or proceeding pending (with service of process having been given to the Resigning Depository Agent) or, to the Resigning Depository Agent's actual knowledge, threatened against the Resigning Depository Agent before any court or any governmental authority arising out of any act or omission of the Resigning Depository Agent under any Depository Agreement.

4.3 The City hereby represents and warrants to Resigning Depository Agent and Successor Trustee that:

- (a) The City is a general law city duly organized and existing under and by virtue of the laws of the State of California.

- (b) Each of the Depository Agreements was validly and lawfully executed and delivered by the City and is in full force and effect.
- (c) The City has performed or fulfilled prior to the date hereof, and will continue to perform and fulfill after the date hereof, each covenant, agreement, condition, obligation and responsibility under the City under each Depository Agreement.
- (d) No event has occurred and is continuing which is, or after notice or lapse of time would become, an Event of Default under any Depository Agreement.
- (e) No covenant or condition contained in any of the Depository Agreements has been waived by the City.
- (f) The City has, by a resolution which was duly adopted by the City Council, and which is in full force and effect on the date hereof, authorized: (i) the acceptance of Resigning Depository Agent's resignation as Depository Agent under each of the Depository Agreements; (ii) the appointment of Successor Trustee as Depository Agent under each of the Depository Agreements; and (iii) the execution and delivery of such agreements, including, without limitation, this Agreement and other instruments as may be necessary or desirable to effectuate the succession of Successor Trustee as Depository Agent under each of the Depository Agreements. Furthermore, this Agreement has been duly authorized, executed and delivered on behalf of the City and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.
- (g) All conditions precedent relating to the appointment of Successor Trustee as successor Depository Agent under each of the Depository Agreements have been complied with by the City.
- (h) There is no action, suit or proceeding pending (with service of process having been given to the City) or, to the City's actual knowledge, threatened against the City before any court or any governmental authority

arising out of any act or omission of the City under any Depository Agreement.

4.4 Resigning Depository Agent hereby assigns, transfers, delivers and confirms to Successor Trustee all right, title and interest of Resigning Depository Agent in and to all the rights, powers, trusts, privileges, immunities, duties and obligations of the Depository Agent under each of the Depository Agreements.

V THE SUCCESSOR TRUSTEE

5.1 Successor Trustee hereby represents and warrants to Resigning Trustee, Resigning Depository Agent, the City, the Authority and the District that:

(a) Successor Trustee is not disqualified under the provisions of Section 8.01(e) and is eligible under the provisions of Section 8.01(e) of the Indentures to act as Authority Trustee and District Trustee under the Indentures and is qualified to act as Depository Agent under each of the Depository Agreements.

(b) This Agreement has been duly authorized, executed and delivered on behalf of Successor Trustee and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

5.2 Successor Trustee hereby accepts its appointment as successor Authority Trustee and District Trustee under the Indentures and accepts the rights, powers, trusts, privileges, immunities, duties and obligations of Resigning Trustee as Authority Trustee and District Trustee under the Indentures, upon the terms and conditions set forth therein, with like effect as if originally named as Authority Trustee and District Trustee under the Indentures. Further, Successor Trustee hereby accepts its appointment as successor Depository Agent under each of the Depository Agreements and accepts the rights, powers, trusts, duties and obligations of Resigning Depository Agent as Depository Agent under each of the Depository Agreements, upon the terms and conditions set forth therein, with like effect as if originally named as Depository Agent under each of the Depository Agreements.

5.3 References in the Indentures to “Trust Office” or other similar terms shall be deemed to refer to the designated corporate trust office of Successor Trustee, which is presently located at 650 Town Center Drive, Suite 600, Costa Mesa, CA 92626 Attn: Corporate Trust Department.

VI MISCELLANEOUS

6.1 Except as otherwise expressly provided herein or unless the context otherwise requires, all terms used herein which are defined in the Indentures shall have the meanings assigned to them in the Indentures.

6.2 This Agreement and the resignation, appointment and acceptance effected hereby shall be effective as of the opening of business on the Effective Date.

6.3 This Agreement does not constitute a waiver by any of the parties hereto of any obligation or liability which Resigning Trustee may have incurred in connection with its serving as Trustee under the Indentures or an assumption by Successor Trustee of any liability of Resigning Trustee arising out of a breach by Resigning Trustee prior to its resignation of its duties under the Indentures.

6.4 This Agreement does not constitute a waiver by any of the parties hereto of any obligation or liability which Resigning Depository Agent may have incurred in connection with its serving as Depository Agent under each of the Depository Agreements, or an assumption by Successor Trustee of any liability of Resigning Depository Agent arising out of a breach by Resigning Depository Agent prior to its resignation of its duties under each of the Depository Agreements.

6.5 The parties hereto agree that this Agreement does not constitute (a) an assumption by the Successor Trustee of any liability of the Resigning Trustee arising out of any action or inaction by the Resigning Trustee under either of the Indentures or (b) an assumption by the Resigning Trustee of any liability of the Successor Trustee arising out of any action or inaction by the Successor Trustee under either of the Indentures.

6.6 The parties hereto agree that this Agreement does not constitute (a) an assumption by the Successor Trustee of any liability of the Resigning Depository Agent arising out of any action or inaction by the Resigning Depository Agent under any of the Depository Agreements or (b) an assumption by the Resigning Depository Agent of any liability of the Successor Trustee arising out of any action or inaction by the Successor Trustee under any of the Depository Agreements.

6.7 This Agreement does not constitute a waiver or assignment by the Resigning Trustee of any compensation, reimbursement, claims, expenses, indemnity or defenses to which it is or may be entitled pursuant to the Indentures. Each of the Authority and the District acknowledges its respective obligation set forth in Section 8.06 of the Indentures to indemnify Resigning Trustee, and the rights and exculpations of the Trustee set forth in Section 8.03 of the Indentures (all of which shall survive the execution hereof). Additionally, this Agreement does not constitute a waiver or assignment by the Resigning Depository Agent of any compensation, reimbursement, claims, expenses, indemnity or defenses to which it is or may be entitled pursuant to the Depository Agreements. The City acknowledges its obligation set forth in Section 9 of each of the Depository Agreements to indemnify Resigning Depository Agent (which shall survive the execution hereof). The Authority, the District and the City shall, prior to the Effective Date, pay the Resigning Trustee and the Resigning Depository Agent any and all compensation due and owing which as of the Effective Date is \$31,550.84 in the aggregate. Invoices for all such amounts have been provided in the ordinary course of administration.

6.8 The parties hereto agree to take reasonable action to confirm, evidence and perfect Successor Trustee's rights in, or with respect to, the collateral, if any, pursuant to the transaction documents. The Authority and the District agree to provide Resigning Trustee with prompt written notice of receipt by either of them of any claim, action, suit or proceeding against the Authority or the District before any court or any governmental authority or other forum related to any of the Bonds arising out of any actions or omissions alleged to have occurred during the time Resigning Trustee served as Authority Trustee and District Trustee.

6.9 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles thereof.

6.10 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes.

6.11 Each of the Authority and the District acknowledges that, in accordance with Section 326 of the USA Patriot Act, Successor Trustee, in order to help fight the funding of terrorism and prevent money laundering, is required to obtain, verify and record information that identifies each person or legal entity that establishes a relationship or opens an account with Successor Trustee. Each of the Authority and the District agrees that it will provide Successor Trustee with such information as it may request in order for Successor Trustee to satisfy the requirements of the USA Patriot Act.

6.12 This Agreement sets forth the entire agreement of the parties with respect to its subject matter, and supersedes and replaces any and all prior contemporaneous warranties, representations or agreements, whether oral or written, with respect to the subject matter of this Agreement other than those contained in this Agreement.

The Authority, the District, Resigning Trustee, Resigning Depository Agent, the City and Successor Trustee hereby acknowledge receipt of an executed counterpart of this Agreement and the effectiveness thereof.

6.13 Unless otherwise provided herein, all notices, requests and other communications to any party hereunder shall be in writing (including facsimile and electronic transmission in PDF format) and shall be given to such party, addressed to it, as set forth below:

If to the City, the Authority or the District:

City of Beaumont or Beaumont Financing Authority or
City of Beaumont Community Facilities District No. 93-1
550 East Sixth Street
Beaumont, California 92223
Attention: Todd Parton, City Manager
Fax: (951) 769-8526
Email: TParton@ci.beaumont.ca.us

If to Resigning Trustee or Resigning Depository Agent:

MUFG Union Bank, N.A.
Office of the General Counsel
MUFG Americas Legal Department
1251 Avenue of the Americas, 43rd Floor
New York, NY 10020
[fax and email to come]

If to Successor Trustee:

Wilmington Bank, National Association
650 Town Center Drive, Suite 600
Costa Mesa, CA 92626
Attention: Corporate Trust Department
Facsimile: 714-384-4151
Email: jmar@wilmingtontrust.com

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed, all as of the day and year first above written.

BEAUMONT FINANCING AUTHORITY

By: _____
Name:
Title:

CITY OF BEAUMONT COMMUNITY
FACILITIES DISTRICT NO. 93-1

By: _____
Name:
Title:

MUFG UNION BANK, N.A.
as Resigning Trustee and Resigning
Depository Agent

By: _____
Name:
Title:

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Successor Trustee

By: _____
Name:
Title:

CITY OF BEAUMONT

By: _____
Name:
Title:

Exhibit A

Authority Bonds

Beaumont Financing Authority 1994 Local Agency Revenue Bonds, Series A and Series B - \$3,885,000.00

Beaumont Financing Authority 2004 Local Agency Revenue Bonds, Series C - \$7,235,000.00

Beaumont Financing Authority 2005 Local Agency Revenue Bonds, Series A - \$15,370,000.00

Beaumont Financing Authority 2005 Local Agency Revenue Bonds, Series C - \$17,940,000.00

Beaumont Financing Authority 2006 Local Agency Revenue Bonds, Series A (Improvement Area No. 19C) - \$13,230,000.00

Beaumont Financing Authority 2006 Local Agency Revenue Bonds, Series B (Improvement Area No. 8B) - \$6,655,000.00

Beaumont Financing Authority 2007 Local Agency Revenue Bonds, Series A (2000A Refunding) - \$15,695,000.00

Beaumont Financing Authority 2007 Local Agency Revenue Bonds, Series B (2002A Refunding) - \$8,590,000.00

Beaumont Financing Authority 2007 Local Agency Revenue Bonds, Series C (2003A Refunding) - \$18,190,000.00

Beaumont Financing Authority 2007 Local Agency Revenue Bonds, Series E (Improvement Area No. 8C) - \$6,295,000.00

Beaumont Financing Authority 2008 Local Agency Revenue Bonds, Series A (Improvement Area No. 19C) - \$3,960,000.00

Beaumont Financing Authority 2009 Local Agency Revenue Bonds, Series B (Improvement Area Nos. 8D and 17B) - \$715,000.00

Beaumont Financing Authority 2011 Local Agency Revenue Bonds, Series A (Improvement Area No.17B) - \$12,110,000.00

Beaumont Financing Authority 2012 Local Agency Revenue Bonds, Series A (Improvement Area No.8C) - \$5,650,000.00

Beaumont Financing Authority 2012 Local Agency Revenue Bonds, Series B (Improvement Area No.20) - \$3,160,000.00

Beaumont Financing Authority 2012 Local Agency Revenue Bonds, Series C (Improvement Area No.7B and Improvement Area No. 7C) - \$3,535,000.00

Beaumont Financing Authority 2013 Local Agency Revenue Bonds, Series A (Improvement Area No. 19C) - \$7,305,000.00

Beaumont Financing Authority 2013 Local Agency Revenue Bonds, Series B (Improvement Area No. 17A) - \$9,820,000.00

Beaumont Financing Authority 2015 Local Agency Refunding Revenue Bonds, Series A (Improvement Area No. 7A1) - \$10,660,000.00

Beaumont Financing Authority 2015 Local Agency Refunding Revenue Bonds, Series B (Improvement Area No. 19A) - \$19,110,000.00

Beaumont Financing Authority 2015 Local Agency Refunding Revenue Bonds, Series C (Improvement Area No. 18) - \$4,950,000.00

Beaumont Financing Authority 2015 Local Agency Refunding Revenue Bonds, Series D (Improvement Area No. 16) - \$7,280,000.00

Exhibit B

Authority Indentures

Indenture of Trust Dated as of January 15, 1994 by and between Beaumont Financing Authority and Meridian Trust Company of California, as Trustee Authorizing the Issuance of \$10,290,000 Beaumont Financing Authority 1994 Local Agency Revenue Bonds, Series A and Series B

Seventh Supplemental Indenture of Trust Dated as of December 1, 2004 Executed by and between Beaumont Financing Authority and Union Bank of California, N.A., as Trustee with respect to Beaumont Financing Authority 2004 Local Agency Revenue Bonds, Series C

Ninth Supplemental Indenture of Trust Dated as of February 1, 2005 Executed by and between Beaumont Financing Authority and Union Bank of California, N.A., as Trustee with respect to Beaumont Financing Authority 2005 Local Agency Revenue Bonds, Series A

Eleventh Supplemental Indenture of Trust Dated as of December 1, 2005 Executed by and between Beaumont Financing Authority and Union Bank of California, N.A., as Trustee with respect to Beaumont Financing Authority 2005 Local Agency Revenue Bonds, Series C

Twelfth Supplemental Indenture of Trust Dated as of May 1, 2006 Executed by and between Beaumont Financing Authority and Union Bank of California, N.A., as Trustee with respect to Beaumont Financing Authority 2006 Local Agency Revenue Bonds, Series A (Improvement Area No. 19C)

Thirteenth Supplemental Indenture of Trust Dated as of November 1, 2006 Executed by and between Beaumont Financing Authority and Union Bank of California, N.A., as Trustee with respect to Beaumont Financing Authority 2006 Local Agency Revenue Bonds, Series B (Improvement Area No. 8B)

Fourteenth Supplemental Indenture of Trust Dated as of January 1, 2007 Executed by and between Beaumont Financing Authority and Union Bank of California, N.A., as Trustee with respect to Beaumont Financing Authority 2007 Local Agency Revenue Bonds, Series A (2000A Refunding)

Fifteenth Supplemental Indenture of Trust Dated as of March 1, 2007 Executed by and between Beaumont Financing Authority and Union Bank of California, N.A., as Trustee with respect to Beaumont Financing Authority 2007 Local Agency Revenue Bonds, Series B (2002A Refunding)

Sixteenth Supplemental Indenture of Trust Dated as of May 1, 2007 Executed by and between Beaumont Financing Authority and Union Bank of California, N.A., as Trustee with respect to Beaumont Financing Authority 2007 Local Agency Revenue Bonds, Series C (2003A Refunding) and 2007 Local Agency Revenue Bonds, Series D (2003A Refunding) Taxable

Seventeenth Supplemental Indenture of Trust Dated as of November 1, 2007 Executed by and between Beaumont Financing Authority and Union Bank of California, N.A., as Trustee with respect to Beaumont Financing Authority 2007 Local Agency Revenue Bonds, Series E (Improvement Area No. 8C)

Eighteenth Supplemental Indenture of Trust Dated as of July 1, 2008 Executed by and between Beaumont Financing Authority and Union Bank of California, N.A., as Trustee with respect to Beaumont Financing Authority 2008 Local Agency Revenue Bonds, Series A (Improvement Area No. 19C)

Twentieth Supplemental Indenture of Trust Dated as of June 1, 2009 Executed by and between Beaumont Financing Authority and Union Bank, N.A., as Trustee with respect to Beaumont Financing Authority 2009 Local Agency Revenue Bonds, Series B (Improvement Area Nos. 8D and 17B)

Twenty-First Supplemental Indenture of Trust Dated as of December 1, 2011 Executed by and between Beaumont Financing Authority and Union Bank, N.A., as Trustee with respect to Beaumont Financing Authority 2011 Local Agency Revenue Bonds, Series A (Improvement Area No. 17B)

Twenty-Second Supplemental Indenture of Trust Dated as of March 1, 2012 Executed by and between Beaumont Financing Authority and Union Bank, N.A., as Trustee with respect to Beaumont Financing Authority 2012 Local Agency Revenue Bonds, Series A (Improvement Area No. 8C)

Twenty-Third Supplemental Indenture of Trust Dated as of April 1, 2012 Executed by and between Beaumont Financing Authority and Union Bank, N.A., as Trustee with respect to Beaumont Financing Authority 2012 Local Agency Revenue Bonds, Series B (Improvement Area No. 20)

Twenty-Fourth Supplemental Indenture of Trust Dated as of June 1, 2012 Executed by and between Beaumont Financing Authority and Union Bank, N.A., as Trustee with respect to Beaumont Financing Authority 2012 Local Agency Revenue Bonds, Series C (Improvement Area No. 7B and Improvement Area No. 7C)

Twenty-Fifth Supplemental Indenture of Trust Dated as of January 1, 2013 Executed by and between Beaumont Financing Authority and Union Bank, N.A., as Trustee with respect to Beaumont Financing Authority 2013 Local Agency Revenue Bonds, Series A (Improvement Area No. 19C)

Twenty-Sixth Supplemental Indenture of Trust Dated as of April 1, 2013 Executed by and between Beaumont Financing Authority and Union Bank, N.A., as Trustee with respect to Beaumont Financing Authority 2013 Local Agency Revenue Bonds, Series B (Improvement Area No. 17A)

Twenty-Seventh Supplemental Indenture of Trust (First General Amendment) Dated as of January 1, 2014 Executed by and between Beaumont Financing Authority and Union Bank,

N.A., as Trustee with respect to all Series of Beaumont Financing Authority Local Agency Revenue Bonds

Twenty-Eighth Supplemental Indenture of Trust Dated as of March 1, 2015 Executed by and between Beaumont Financing Authority and MUFG Union Bank, N.A., as Trustee with respect to Beaumont Financing Authority 2015 Local Agency Refunding Revenue Bonds, Series A (Improvement Area No. 7A1)

Twenty-Ninth Supplemental Indenture of Trust Dated as of April 1, 2015 Executed by and between Beaumont Financing Authority and MUFG Union Bank, N.A., as Trustee with respect to Beaumont Financing Authority 2015 Local Agency Refunding Revenue Bonds, Series B (Improvement Area No. 19A)

Thirtieth Supplemental Indenture of Trust Dated as of June 1, 2015 Executed by and between Beaumont Financing Authority and MUFG Union Bank, N.A., as Trustee with respect to Beaumont Financing Authority 2015 Local Agency Refunding Revenue Bonds, Series C (Improvement Area No. 18)

Thirty-First Supplemental Indenture of Trust Dated as of June 1, 2015 Executed by and between Beaumont Financing Authority and MUFG Union Bank, N.A., as Trustee with respect to Beaumont Financing Authority 2015 Local Agency Refunding Revenue Bonds, Series D (Improvement Area No. 16)

Thirty-Second Supplemental Indenture of Trust Dated as of September 1, 2016 Executed by and between Beaumont Financing Authority and MUFG Union Bank, N.A., as Trustee with respect to Beaumont Financing Authority Local Agency Revenue Bonds

Exhibit C

District Bonds

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 1994 Series A Improvement Area No. 1 - \$840,678.88

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 1994 Series A Improvement Area No. 2 - \$83,058.80

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 1994 Series A Improvement Area No. 4 \$1,442,220.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 1994 Series A Improvement Area No. 5 - \$1,305,878.51

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 1994 Series A Improvement Area No. 6B - \$62,043.34

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2004 Series C (Improvement Area No. 8A) - \$7,235,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2005 Series A (Improvement Area No. 6A1) - \$15,370,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2005 Series C (Improvement Area No. 6A1) - \$17,940,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2006 Series A (Improvement Area No. 19C) - \$13,230,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2006 Series B (Improvement Area No. 8B) - \$6,655,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series A (Improvement Area No.3) - \$3,420,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series A (Improvement Area No.11) - \$1,370,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series A (Improvement Area No.14) - \$9,590,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series A (Improvement Area No. 14B) - \$4,085,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series B (Improvement Area No. 8) - \$8,590,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series (Improvement Area No.9) - \$581,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series (Improvement Area No.10A) - \$2,309,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series (Improvement Area No.12A) - \$1,243,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series (Improvement Area No.14A) - \$15,762,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series A (Improvement Area No. 8C) - \$6,295,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2008 Series A (Improvement Area No. 19C) - \$3,960,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2009 Series (Improvement Area No. 8D) - \$715,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2011 Series A (Improvement Area No. 17B) - \$2,200,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2011 Series B (Improvement Area No. 17B) - \$9,910,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series A (Improvement Area No. 8C) - \$5,650,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series B (Improvement Area No. 20) - \$3,160,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2012 Series C (Improvement Area No. 7B) - \$1,265,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series D (Improvement Area No. 7B - \$590,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2012 Series E (Improvement Area No. 7C) - \$580,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series F (Improvement Area No. 7C) - \$1,100,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2013 Series A (Improvement Area No. 19C) - \$7,305,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2013 Series A (Improvement Area No. 17A) - \$9,820,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2015 Series A (Improvement Area No. 7A1) - \$10,660,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2015 Series A (Improvement Area No. 19A) - \$19,110,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2015 Series A (Improvement Area No. 18) - \$4,950,000.00

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2015 Series A (Improvement Area No. 16) - \$7,280,000.00

Exhibit D

District Indentures

Indenture of Trust Dated as of January 15, 1994 by and between City of Beaumont Community Facilities District No. 93-1 and Meridian Trust Company of California, as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 1994 Series A for Improvement Area Nos. 1 through 6B and 9 through 12

First Supplemental Indenture Dated as of March 15, 1994 executed by and between City of Beaumont Community Facilities District No. 93-1 and Meridian Trust Company of California, as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 1994 Series A (Improvement Area No. 4)

Ninth Supplemental Indenture of Trust Dated as of December 1, 2004 executed by and between City of Beaumont Community Facilities District No. 93-1 and Union Bank of California, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2004 Series C (Improvement Area No. 8A)

Eleventh Supplemental Indenture of Trust Dated as of February 1, 2005 executed by and between City of Beaumont Community Facilities District No. 93-1 and Union Bank of California, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2005 Series A (Improvement Area No. 6A1)

Thirteenth Supplemental Indenture of Trust Dated as of December 1, 2005 executed by and between City of Beaumont Community Facilities District No. 93-1 and Union Bank of California, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2005 Series C (Improvement Area No. 6A1)

Fourteenth Supplemental Indenture of Trust Dated as of May 1, 2006 executed by and between City of Beaumont Community Facilities District No. 93-1 and Union Bank of California, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2006 Series A (Improvement Area No. 19C)

Fifteenth Supplemental Indenture of Trust Dated as of November 1, 2006 executed by and between City of Beaumont Community Facilities District No. 93-1 and Union Bank of California, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2006 Series B (Improvement Area No. 8B)

Sixteenth Supplemental Indenture of Trust Dated as of January 1, 2007 executed by and between City of Beaumont Community Facilities District No. 93-1 and Union Bank of California, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series A (Improvement Area Nos. 3, 11, 14 and 14B)

Seventeenth Supplemental Indenture of Trust Dated as of March 1, 2007 executed by and between City of Beaumont Community Facilities District No. 93-1 and Union Bank of California, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series B (Improvement Area No. 8)

Eighteenth Supplemental Indenture of Trust Dated as of May 1, 2007 executed by and between City of Beaumont Community Facilities District No. 93-1 and Union Bank of California, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series (Improvement Area Nos. 9, 10A, 12A and 14A)

Nineteenth Supplemental Indenture of Trust Dated as of November 1, 2007 executed by and between City of Beaumont Community Facilities District No. 93-1 and Union Bank of California, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series A (Improvement Area No. 8C)

Twentieth Supplemental Indenture of Trust Dated as of July 1, 2008 executed by and between City of Beaumont Community Facilities District No. 93-1 and Union Bank of California, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2008 Series A (Improvement Area No. 19C)

Twenty-Second Supplemental Indenture of Trust Dated as of June 1, 2009 executed by and between City of Beaumont Community Facilities District No. 93-1 and Union Bank, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2009 Series (Improvement Area No. 8D) and City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2009 Series (Improvement Area No. 17B)

Twenty-Third Supplemental Indenture of Trust Dated as of December 1, 2011 executed by and between City of Beaumont Community Facilities District No. 93-1 and Union Bank, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2011 Series A (Improvement Area No. 17B) and City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2011 Series B (Improvement Area No. 17B)

Twenty-Fourth Supplemental Indenture of Trust Dated as of March 1, 2012 executed by and between City of Beaumont Community Facilities District No. 93-1 and Union Bank, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series A (Improvement Area No. 8C)

Twenty-Fifth Supplemental Indenture of Trust Dated as of April 1, 2012 executed by and between City of Beaumont Community Facilities District No. 93-1 and Union Bank, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series B (Improvement Area No. 20)

Twenty-Sixth Supplemental Indenture of Trust Dated as of June 1, 2012 executed by and between City of Beaumont Community Facilities District No. 93-1 and Union Bank, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2012 Series C (Improvement Area No. 7B), Special Tax Bonds, 2012 Series D (Improvement Area No. 7B), Special Tax Refunding Bonds, 2012 Series E (Improvement Area No. 7C) and Special Tax Bonds, 2012 Series F (Improvement Area No. 7C)

Twenty-Seventh Supplemental Indenture of Trust Dated as of January 1, 2013 executed by and between City of Beaumont Community Facilities District No. 93-1 and Union Bank, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2013 Series A (Improvement Area No. 19C)

Twenty-Eighth Supplemental Indenture of Trust Dated as of April 1, 2013 executed by and between City of Beaumont Community Facilities District No. 93-1 and Union Bank, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2013 Series A (Improvement Area No. 17A)

Twenty-Ninth Supplemental Indenture of Trust Dated as of March 1, 2015 executed by and between City of Beaumont Community Facilities District No. 93-1 and MUFG Union Bank, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2015 Series A (Improvement Area No. 7A1)

Thirtieth Supplemental Indenture of Trust Dated as of April 1, 2015 executed by and between City of Beaumont Community Facilities District No. 93-1 and MUFG Union Bank, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2015 Series A (Improvement Area No. 19A)

Thirty-First Supplemental Indenture of Trust Dated as of June 1, 2015 executed by and between City of Beaumont Community Facilities District No. 93-1 and MUFG Union Bank, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2015 Series A (Improvement Area No. 18)

Thirty-Second Supplemental Indenture of Trust Dated as of June 1, 2015 executed by and between City of Beaumont Community Facilities District No. 93-1 and MUFG Union Bank, N.A., as Trustee City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2015 Series A (Improvement Area No. 16)

EXHIBIT E

Documents to be delivered to Successor Trustee

1. Executed copy of the Indentures and each amendment and supplemental indenture thereto as listed on Exhibits B and D to the Agreement.
2. Certified list of Authority Bond Owners and District Bond Owners, including certificate detail and all “stop transfers” and the reason for such “stop transfers” (or, alternatively, if there are a substantial number of registered Authority Bond Owners or District Bond Owners, the computer tape reflecting the identity of such Authority Bond Owners or District Bond Owners).
3. All unissued Authority Bonds and District Bonds inventory and global notes.
4. Executed copies of the Depository Agreements as described in the recitals to the Agreement.

EXHIBIT F
[AUTHORITY LETTERHEAD]
NOTICE

To the Bond Owners of:

_____ CUSIP # _____
_____ CUSIP # _____
of _____

NOTICE IS HEREBY GIVEN, pursuant to Section 8.01(d) of the Trust Indenture (the "Indenture"), dated as of January 15, 1994, by and between Beaumont Financing Authority and MUFG Union Bank, N.A., as Trustee, that MUFG Union Bank, N.A. has resigned as trustee under the Indenture.

Pursuant to Section 8.01(d) of the Indenture, _____, a _____ duly organized and existing under the laws of _____, has accepted appointment as trustee under the Indenture. The address of the designated corporate trust office of the successor Trustee is _____.

MUFG Union Bank, N.A.'s resignation as trustee and _____'s appointment as successor trustee were effective as of the opening of business on _____, 20__.

Dated:
_____, 20__

BEAUMONT FINANCING AUTHORITY

EXHIBIT G
[DISTRICT LETTERHEAD]
NOTICE

To the Bond Owners of:

_____ CUSIP # _____
_____ CUSIP # _____
of _____

NOTICE IS HEREBY GIVEN, pursuant to Section 8.01(d) of the Trust Indenture (the "Indenture"), dated as of January 15, 1994, by and between City of Beaumont Community Facilities District No. 93-1 and MUFG Union Bank, N.A., as Trustee, that MUFG Union Bank, N.A. has resigned as trustee under the Indenture.

Pursuant to Section 8.01(d) of the Indenture, _____, a _____ duly organized and existing under the laws of _____, has accepted appointment as trustee under the Indenture. The address of the designated corporate trust office of the successor Trustee is _____.

MUFG Union Bank, N.A.'s resignation as trustee and _____'s appointment as successor trustee were effective as of the opening of business on _____, 20__.

Dated:
_____, 20__

CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1