ACQUISITION AND FUNDING AGREEMENT

by and among

CITY OF ANAHEIM
COMMUNITY FACILITIES DISTRICT NO. 08-1
(PLATINUM TRIANGLE)

and

CITY OF ANAHEIM

and

[DEVELOPER]

Dated as of _____, 2010

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THIS ACQUISITION AND FUNDING AGREEMENT (this "Acquisition Agreement") dated as of _____, 2010, is by and among the CITY OF ANAHEIM COMMUNITY FACILITIES DISTRICT NO. 08-1 (PLATINUM TRIANGLE), a community facilities district organized and existing under and by virtue of the laws of the State of California (the "Community Facilities District"), the CITY OF ANAHEIM, a charter city organized and existing under and by virtue of the laws of the State of California and its charter (the "City"), and [DEVELOPER], a _____ organized and existing under and by virtue of the laws of the State of _____ (the "Developer").

W I T N E S S E T H :

WHEREAS, the City Council of the City (the "City Council") has, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), established the Community Facilities District;

WHEREAS, pursuant to the Act, the proceedings of the City Council and an election held within the Community Facilities District, the Community Facilities District is authorized to issue special tax bonds (the "Bonds") secured by special taxes (the "Special Taxes") levied within the Community Facilities District to finance certain public facilities;

WHEREAS, the Community Facilities District will, upon satisfaction of the conditions and in accordance with the terms set forth in this Acquisition Agreement, purchase such public facilities described herein (the "Facilities"), the City will take title thereto and the Developer will be paid from the proceeds of the Bonds for the costs of acquisition, construction and improvement of the Facilities at the prices determined as set forth herein;

WHEREAS, the Bonds are to be issued pursuant to an indenture (the "Indenture") to be entered into by the Community Facilities District and a commercial bank or trust company (the "Trustee");

WHEREAS, pursuant to the Indenture, the Community Facilities District will establish or cause the Trustee to establish an acquisition account into which a portion of the proceeds of the Bonds will be deposited, which amounts will be used to finance the acquisition of the Facilities;

WHEREAS, Section 53313.5 of the Act provides that a community facilities district may only finance the purchase of facilities whose construction has been completed, as determined by the legislative body, before the resolution of formation to establish the community facilities district is adopted pursuant to Section 53325.1 of the Act, except that a community facilities district may finance the purchase of facilities completed after the adoption of the resolution of formation if the facility was constructed as if it had been constructed under the direction and supervision, or under the authority of, the local agency; and

WHEREAS, the Facilities are to be acquired by the City under this Acquisition Agreement pursuant to the Act and, specifically, pursuant to the provisions of Sections 53313.5 thereof;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All terms defined in the Indenture shall have the same meaning in this Acquisition Agreement, except as indicated. Unless the context otherwise requires, the terms defined in this Article I shall have the meanings herein specified:

"Acceptable Title" means title to land, or an easement therein, delivered free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether any such item is recorded or unrecorded, except those non-monetary items which are reasonably determined by the City not to interfere with the intended use of such land or easement and therefore are not required to be cleared from title.

"Acceptance Date" means, with respect to a Segment, the date that the full amount of the Purchase Price thereof is payable to the Developer pursuant to the terms hereof.

"Acquisition Account" means the fund or account established under the Indenture, howsoever denominated, into which the proceeds of the Bonds available to pay the Purchase Price of the Segments are to be deposited.

"Acquisition Agreement" means this Acquisition and Funding Agreement, dated as of _____, 2010, by and among the Community Facilities District, the City and the Developer, as originally executed or as the same may be amended from time to time in accordance with its terms.

"Acquisition Cost" means, with respect to a Segment, the amount specified as the Acquisition Cost for such Segment in Exhibit A attached hereto, as the same may be modified by one or more supplements thereto entered into in accordance with Section 2.5 hereof.

"Act" means the Mello-Roos Community Facilities Act of 1982, constituting Sections 53311 *et seq.* of the California Government Code.

"Actual Cost" means, with respect to a Segment, an amount equal to the sum of (a) the Developer's actual, reasonable cost of constructing such Segment, including labor, material and equipment costs, (b) the Developer's actual, reasonable cost of designing and preparing the Plans for such Segment, including engineering services provided in connection with designing and preparing such Plans, (c) the Developer's actual, reasonable cost of environmental evaluations required in the City's reasonable determination specifically for such Segment, (d) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Segment, (e) the Developer's actual, reasonable cost for construction management services for such Segment, which cost shall not exceed 5% of the cost of constructing such Segment, as determined pursuant to clause (a) of this definition, (f) the Developer's actual, reasonable cost for professional services directly related to the construction of such Segment, including engineering, inspection, construction staking, materials testing and similar professional services, which costs shall not exceed 10% of the costs of constructing such Segment, as determined pursuant to clause (a) of this definition, (g) the Developer's actual, reasonable cost of any title insurance required hereby

for such Segment, and (h) the Developer's actual, reasonable cost of any real property or interest therein acquired from a party other than the Developer or an Affiliate thereof, which real property or interest therein is either necessary for the construction of such Segment (*e.g.*, temporary construction easements, haul roads, etc.) or is required to be conveyed with such Segment in order to convey Acceptable Title thereto to the City or its designee, all as specified in a Payment Request that has been reviewed and approved by the Director of Public Works; provided, however, that (x) no item of cost relating to a Segment shall be included in more than one category of cost specified in clauses (a) through (h) of this definition, and (y) each item of cost shall include only amounts actually paid by the Developer to third parties and shall not include overhead or other internal expenses of the Developer.

"Affiliate" of another Person means (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as trustee, guardian, or other fiduciary, 50% or more of any class of equity securities of such other Person, and (b) each Person that controls, is controlled by or is under common control with or by such Person or any Affiliate of such Person. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Aggregate Overage Amount" means, as of any date, the sum of the Overage Amounts for all Segments for which the Purchase Price has been paid pursuant hereto on or before such date.

"Aggregate Savings Amount" means, as of any date, the sum of the Savings Amounts for all Segments for which the Purchase Price has been paid pursuant hereto on or before such date.

"Bonds" means the special tax bonds issued by the Community Facilities District payable from the Special Taxes and issued under the Indenture, which special tax bonds may be issued in one or more series.

"City" means the City of Anaheim, a charter city organized and existing under the laws of the State and its charter, and its successors.

"City Council" means the City Council of the City.

"Community Facilities District" means the City of Anaheim Community Facilities District No. 08-1 (Platinum Triangle), a community facilities district organized and existing under the laws of the State, and its successors.

"Complete" means, with respect to a Segment, that the construction of such Segment (including all ancillary, non-essential items included in such Segment) by the Developer is, in the reasonable judgment of the Director of Public Works, in all respects complete.

"Conditions of Approval" means the conditions of approval of all land use entitlements approved by the City for the Property and the conditions of any development agreement, subdivision improvement agreement or other agreement between the Developer and the City

relating to the Property, which conditions the Developer must satisfy or cause to be satisfied in order to develop the Property.

"Credit Amount" means, as of any date, the remainder of (a) the Aggregate Savings Amount as of such date, minus (b) the aggregate amount paid to the Developer prior to such date pursuant to Section 2.3 hereof; provided, however, that in no event shall such Credit Amount exceed the remainder of (x) the Aggregate Overage Amount as of such date, minus (y) the aggregate amount paid to the Developer prior to such date pursuant to Section 2.3 hereof.

"Developer" means _____, a _____ organized and existing under and by virtue of the laws of the State of _____, and its successors and assigns.

"Developer Representative" means the person or persons designated as such in a certificate signed by the Developer and delivered to the Community Facilities District, which certificate shall contain an original or specimen signature of each person so designated.

"Director of Public Works" means the Director of Public Works of the City.

"Facilities" means the facilities described in Exhibit A attached hereto.

"Hazardous Material" means any hazardous or toxic substance, material or waste which is regulated by any local governmental authority, the State or the United States Government, including, without limitation, any material or substance which is (a) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.* (33 U.S.C. § 1321), (b) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903), (c) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*, (d) petroleum, or (e) asbestos.

"Indenture" means the indenture, trust agreement, fiscal agent agreement or similar instrument, howsoever denominated, pursuant to which the Bonds are issued, as originally executed or as the same may from time to time be supplemented or amended pursuant to the provisions thereof.

"Overage Amount" means, with respect to a Segment for which the Purchase Price has been paid pursuant hereto, the amount, if any, by which the Actual Cost of such Segment exceeds the Acquisition Cost of such Segment.

"Payment Request" means the document to be provided by the Developer to substantiate the Purchase Price of one or more Segments, which shall be substantially in the form of Exhibit B attached hereto.

"Person" means an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Plans" means the plans and specifications for the Facilities prepared at the direction of the Developer in accordance with the Conditions of Approval, which plans and specifications shall have been approved in writing by all appropriate departments of the City or by any other public agency or public utility from which such approval must be obtained.

"Platinum Triangle Implementation Plan" means the City of Anaheim Platinum Triangle Implementation Plan for Public Works Backbone Facilities Improvements, dated _____, 20__, as originally adopted or as the same may from time to time be supplemented or amended

"Property" means the real property located within the Community Facilities District that is owned or being developed by the Developer or an Affiliate thereof.

"Purchase Price" means, with respect to a Segment, the lesser of the Actual Cost or the Acquisition Cost of such Segment.

"Rate and Method" means the Rate and Method of Apportionment for City of Anaheim Community Facilities District No. 08-1 (Platinum Triangle) approved by the qualified electors of the Community Facilities District.

"Related Property" means, with respect to a Segment, the property on, in or over which such Segment is located, which property, or an easement thereon or other interest therein, is dedicated or otherwise conveyed to the City as provided in Section 2.4 hereof.

"Savings Amount" means, with respect to a Segment for which the Purchase Price has been paid pursuant hereto, the amount, if any, by which the Acquisition Cost of such Segment exceeds the Actual Cost of such Segment.

"Segments" means the discrete portions of the Facilities identified as such and described in Exhibit A attached hereto, as the same may be modified by one or more supplements thereto entered into in accordance with Section 2.5 hereof; as determined by the City Council, the construction of all Segments was completed before April 22, 2008, the date on which the resolution of formation establishing the Community Facilities District was adopted by the City Council.

"Special Taxes" means the special taxes described and defined in the Rate and Method approved by the qualified electors of the Community Facilities District.

"State" means the State of California.

"Trustee" means the commercial bank or trust company acting as trustee or fiscal agent under the Indenture, or any successor thereto as trustee or fiscal agent thereunder substituted in its place as provided therein.

ARTICLE II

ACQUISITION OF FACILITIES

Section 2.1 Acquisition of Facilities. (a) The Developer hereby agrees to sell to the Community Facilities District, and the Community Facilities District hereby agrees to purchase from the Developer, each Segment for the Purchase Price thereof, subject to the terms and conditions hereof. Title to each Segment purchased pursuant hereto shall be transferred by the Developer to the City as of the Acceptance Date of such Segment by appropriate instrument in accordance with the Conditions of Approval.

(b) The parties hereto expect that, at some date after the execution hereof, the Community Facilities District will issue one or more series of the Bonds and that, if the Bonds are so issued and the proceeds thereof are sufficient therefor, the Purchase Price of the Segments will be paid from proceeds of the Bonds deposited in the Acquisition Account. The Community Facilities District shall not be obligated to pay the Purchase Price of the Segments except from the proceeds of the Bonds. Neither the Community Facilities District nor the City makes any warranty, either express or implied, that the Bonds will be issued or that the proceeds of the Bonds available for the payment of the Purchase Price of the Segments will be sufficient for such purpose.

(c) The Community Facilities District shall issue a series of the Bonds only if, as and when, the Community Facilities District determines, in its sole discretion, that such issuance is appropriate for the purpose of financing the Platinum Triangle Implementation Plan, as then in effect, and any such Bonds shall be issued in the aggregate principal amount and contain such terms and provisions as the Community Facilities District determines, in its sole discretion, are appropriate for the purpose of financing the Platinum Triangle Implementation Plan, as then in effect. The Developer shall have no right to compel the Community Facilities District to issue any Bonds and the Developer shall have no right to determine the principal amount or any other terms or provisions of any Bonds that the Community Facilities District determines to issue.

Section 2.2 Payment of Purchase Price. (a) In order to receive all or any portion of the Purchase Price for a Segment, the Developer shall deliver to the Community Facilities District and the Director of Public Works (i) a Payment Request for such Segment, together with all attachments and exhibits to be included therewith, (ii) a copy of the documents conveying, or which previously conveyed, to the City Acceptable Title to the Related Property of such Segment, as described in Section 2.4 hereof, (iii) a copy of the Notice of Completion of such Segment which will be filed in accordance with Section 3093 of the California Civil Code, if applicable, (iv) a copy of the Notice of Acceptance of such Segment, executed on behalf of the City, and (v) evidence that the warranty bond with respect to such Segment required by Section 3.1 hereof has been provided and is in full force and effect.

(b) Upon receipt of a completed Payment Request (and accompanying documentation) for a Segment, the Director of Public Works shall conduct a review in order to confirm that such Segment is Complete and was constructed in accordance with the Plans therefor and to verify and approve the Actual Cost of such Segment specified in such Payment Request. The Developer agrees to cooperate with the Director of Public Works in conducting

each such review and to provide the Director of Public Works with such additional information and documentation as is reasonably necessary for the Director of Public Works to conclude each such review. The City agrees to cause the Director of Public Works to conduct such review without unreasonable delay. If the Director of Public Works determines that the Actual Cost specified in such Payment Request as initially submitted exceeds the Developer's actual, reasonable cost of constructing such Segment, the Developer shall resubmit such Payment Request, with the Actual Cost specified therein modified so as to take into account such determination by the Director of Public Works. Upon confirmation that such Segment is Complete and has been constructed in accordance with the Plans therefor, and verification and approval of the Actual Cost of such Segment, the Director of Public Works shall sign the Payment Request, indicating thereon that the full amount of the Purchase Price of such Segment is to be paid. Upon receipt by the Community Facilities District from the Director of Public Works of a reviewed and fully signed Payment Request for a Segment, the Community Facilities District shall, without unreasonable delay, direct the Trustee to pay the full amount of the Purchase Price of such Segment to the Developer.

Section 2.3 Payments of Credit Amount. If and when the amount of the Credit Amount is greater than zero, the Developer shall be entitled to be paid from the Acquisition Account an amount equal to the Credit Amount. In order to receive all or a portion of the Credit Amount, the Developer shall deliver to the Community Facilities District a written request signed by a Developer Representative stating (a) the amount to be paid, and (b) that such amount does not exceed the amount of the Credit Amount as of the date of delivery of such written request. Such written request shall be accompanied by a calculation demonstrating the amount of the Credit Amount as of the date of delivery of such written request. Upon receipt of such written request and accompanying calculation, the Community Facilities District shall, without unreasonable delay, direct the Trustee to pay such amount from the Acquisition Account to the Developer; provided, however, that, pursuant to the Indenture or otherwise, the Trustee shall be directed to pay from available amounts in the Acquisition Account requisitions from the Community Facilities District for payments therefrom, including requisitions to pay any Credit Amount, in the order in which such requisitions are received.

Section 2.4 Dedication of Property and Easements to City. Acceptable Title to all property on, in or over which each Segment will be located shall be deeded over to the City by way of grant deed, quitclaim, or dedication of such property, or easement thereon, if such easement is approved by the City as being a sufficient interest therein to permit the City to properly own, operate and maintain such Segment located therein, thereon or thereover, and to permit the Developer to perform its obligations as set forth in this Acquisition Agreement.

Upon the request of the City, the Developer shall furnish to the City a title report for such property not previously dedicated or otherwise conveyed to the City or its designee, for review and approval at least 20 calendar days prior to the transfer of Acceptable Title to a Segment to the City or its designee. The City shall approve the title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's or its designee's use and enjoyment of any part of the property or easement covered by the title report. In the event the City does not approve the title report, the City shall not be obligated to accept title to such Segment, and the Community Facilities District shall not be obligated to pay any portion of the

Purchase Price for such Segment, until the Developer has cured such objections to title to the reasonable satisfaction of the City.

Section 2.5 Modifications to Segments and Acquisition Costs. The Community Facilities District, the City and the Developer may make modifications in the composition and description of a Segment, or in the amount of the Acquisition Cost for a Segment, whenever the Community Facilities District, the City and the Developer deem such modifications to be appropriate. Any such modification shall be approved and implemented by the City Manager of the City (on behalf of the Community Facilities District), the Director of Public Works (on behalf of the City) and the Developer executing a supplement to Exhibit A containing a description of the modified Segment and, if applicable, Acquisition Cost of such Segment; provided, however, that any such modification in the composition and description of a Segment, or in the amount of the Acquisition Cost for a Segment, may be made without City Council approval only if (a) the amount of the Acquisition Cost of a Segment does not increase or decrease by more than 10%, (b) such modification is required by law or court order, or (c) such modification does not result in the complete elimination or addition of a Segment. Upon the execution of any such supplement to Exhibit A, the description of the Segment and, if applicable, the Acquisition Cost of such Segment in Exhibit A shall be deemed to have been modified in accordance therewith.

Section 2.6 Notice of Completion. No later than ten days after receiving notification pursuant to Section 2.2 hereof that a Segment was constructed in accordance with the Plans therefor, the Developer shall forthwith file with the Orange County Recorder a Notice of Completion, in form acceptable to the Director of Public Works, pursuant to the provisions of Section 3093 of the California Civil Code, if applicable. The Developer shall furnish to the City and the Community Facilities District a duplicate copy of each such Notice of Completion showing thereon the date of filing with said County Recorder.

ARTICLE III

MAINTENANCE, WARRANTIES, INSURANCE

Section 3.1 Maintenance of Facilities; Warranties. The Developer shall maintain each Segment in good and safe condition until the Acceptance Date of such Segment. Prior to the Acceptance Date of such Segment, the Developer shall be responsible for maintaining such Segment in proper operating condition, and shall perform such maintenance on such Segment as the Director of Public Works reasonably determines to be necessary. As of the Acceptance Date of a Segment, the performance bond, labor and materials bond and storm drain maintenance bond, as applicable, provided by the Developer for such Segment shall serve as warranty bonds to guarantee that such Segment will be free from defects due to faulty workmanship or materials for a period of 12 months from the Acceptance Date of such Segment, or the Developer may elect to provide a new warranty bond in such an amount. As of the Acceptance Date of a Segment, the Developer shall assign to the City all of the Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third Persons with respect to such Segment.

Section 3.2 Insurance Requirements. The Developer shall, at all times prior to the final Acceptance Date of all Segments, maintain, deliver to the City and keep in full force and effect, the following insurance policies:

(a) Workers' Compensation Insurance as required by California statutes and Employers Liability in an amount not less than $1,000,000 per occurrence;

(b) Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor's Liability (if applicable), in an amount not less than $ 2,000,000 per occurrence, $ 5,000,000 annual aggregate, written on an occurrence form;

(c) Comprehensive Automobile Liability Coverage including, as applicable, owned non-owned and hired autos, in an amount not less than $2,000,000 per occurrence, combined single limit; and

(d) Professional Liability Insurance (which the Developer shall either maintain for its design professionals or require its contracted design professional to maintain) covering the acts and omissions of all members of the design team throughout the term of this Acquisition Agreement, and for a period of five years following the Acceptance Date of the facility designed (such fiver year provision shall apply if such insurance is written on a claims-made basis rather than an occurrence basis), which insurance shall be written (i) in an amount not less than $1,000,000 per occurrence, $2,000,000 annual aggregate, and (ii) on a primary basis.

Each insurance policy required by this Acquisition Agreement shall contain the following clause or shall otherwise provide for the following conditions:

"This insurance shall not be cancelled, or limited in scope or coverage, until after thirty (30) days prior written notice has been given to the City Clerk, City of Anaheim, 200 S. Anaheim Blvd., Anaheim, CA 92805, except in the event of cancellation for non-payment of premium which shall provide for not less than ten (10) days notice."

Each insurance policy required by this Acquisition Agreement, except policies for Workers' Compensation and Professional Liability, shall contain the following clauses or shall otherwise provide for the following conditions:

"It is agreed that any insurance maintained by the Developer pursuant to this Acquisition Agreement shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City of Anaheim."

"The City of Anaheim, its officers, agents, employees, representatives and City of Anaheim-designated volunteers are added as additional insureds as respects the acts, omissions, operations, and activities of, or on behalf of, the named insured, in regard to products supplied, or work or services performed for, or related to, the City of Anaheim."

Within 30 days of the execution date of this Acquisition Agreement, the Developer shall provide the City (i) endorsements to the insurance policies which add to such policies the applicable clauses and/or provisions set forth above, or (ii) in lieu of said endorsements, documentation acceptable to the City evidencing that the coverage, terms and conditions set forth in the applicable clauses and/or provisions set forth above are otherwise provided for in said insurance policies. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should the City so request, the Developer shall cause the City to be provided with documentation acceptable to the City which demonstrates that the individual signing any such endorsement on behalf of an insurance company is indeed authorized to do so by such insurance company. The insurance required pursuant hereto shall be placed with insurers admitted to write insurance in the State and (A) possessing an *A. M. Best's* rating of A VII or higher, or (B) otherwise approved by the City in writing. In the event that a claim or other legal action is filed against the City, and the City, in its good faith opinion, believes it may have coverage under any of the insurance required pursuant hereto, the Developer shall, upon the request of the City, within a reasonable time period, deliver or cause to be delivered to the City copies of the insurance policies related to such required insurance; provided, however, that this provision shall not apply if the Developer shall have agreed, in a manner reasonably satisfactory to the City, to fully defend, hold harmless and indemnify the City against any such claim or other legal action.

If the Developer fails to maintain or cause to be maintained any insurance required hereby, the City may, but shall not be obligated to, procure such insurance and recover the amount of the premiums therefor from the Developer or retain such amount from any monies due to the Developer under this Acquisition Agreement. The failure of the City to procure any such insurance shall in no way relieve the Developer of any of its obligations under this Acquisition Agreement.

Section 3.3 Ownership of Facilities. Notwithstanding the fact that some or all of the Facilities may have been constructed in dedicated street rights-of-way or on property which has

been or will be dedicated to the City, the Facilities shall be and remain the property of the Developer until title thereto is conveyed to and accepted by the City as provided herein and in the Conditions of Approval. Such ownership by the Developer shall likewise not be affected by any agreement which the Developer may have entered into or may enter into with the City pursuant to the provisions of the Subdivision Map Act, Section 66410 *et seq.* of the California Government Code, and the provisions of this Section and the Conditions of Approval shall control.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS; INDEMNIFICATION

Section 4.1 Representations and Warranties of the Developer. The Developer makes the following representations and warranties for the benefit of the Community Facilities District and the City:

(a) *Organization*. The Developer represents and warrants that the Developer is a _____ duly organized, validly existing and in good standing under the laws of the State of _____, is authorized to conduct business and is in good standing under the laws of the State, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) *Authority*. The Developer represents and warrants that the Developer has the power and authority to enter into this Acquisition Agreement, and has taken all action necessary to cause this Acquisition Agreement to be executed and delivered, and this Acquisition Agreement has been duly and validly executed and delivered on behalf of the Developer.

(c) *Binding Obligation*. The Developer represents and warrants that this Acquisition Agreement is a valid and binding obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) *Conditions of Approval and Plans*. The Developer represents and warrants that all Segments have been constructed in accordance with the Conditions of Approval and the approved Plans.

(e) *Construction of Segments*. The Developer represents and warrants that it has conducted all operations with respect to the construction of the Segments in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken.

(f) *Nondiscrimination*. The Developer represents and warrants that in connection with the construction of the Segments, it has complied with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State and the City and has not discriminated in its employment practices against any employee, or applicant for employment, because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition.

(g) *Environmental Matters Relating to Segments*. The Developer represents and warrants that neither the Developer, nor any subcontractor, agent or employee thereof, has used, generated, manufactured, procured, stored, released, discharged or

disposed of (whether accidentally or intentionally) any Hazardous Material on, under or in any Segment or the Related Property of such Segment, or transported (whether accidentally or intentionally) any Hazardous Material to or from such Segment or such Related Property, in violation of any federal, state or local law, ordinance, regulation, rule or decision regulating Hazardous Material.

The Developer represents and warrants that, as of the Acceptance Date of each Segment, there will not be present on, under or in such Segment or the Related Property of such Segment, or any portion thereof, any Hazardous Materials, except for (i) any types or amounts that do not require remediation or mitigation under federal, state or local laws, ordinances, regulations, rules or decisions, (ii) those that have been remediated or mitigated in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, (iii) those with respect to which ongoing remediation or mitigation is being performed in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, and (iv) with respect to any such Related Property that was, at the time of commencement of the acquisition, construction and installation of such Segment, property of the City and which, from such time of commencement through and including the Acceptance Date of such Segment, remained property of the City, those that were present on, under or in such Related Property at such time of commencement.

(h) *Environmental Matters Relating to Property*. The Developer represents and warrants that neither the Developer, nor any subcontractor, agent or employee thereof has used, generated, manufactured, procured, stored, released, discharged or disposed of (whether accidentally or intentionally) at any time on or prior to the date hereof any Hazardous Material on, under or in the Property, or any structure, fixtures, equipment, or other objects thereon, or transported (whether accidentally or intentionally) any Hazardous Material to or from the Property, or any structure, fixtures, equipment, or other objects thereon, in violation of any federal, state or local law, ordinance, regulation, rule or decision regulating Hazardous Material.

The Developer represents and warrants that there is not present on, under or in the Property or any structure, fixtures, equipment, or other objects thereon, or any portion thereof, any Hazardous Materials, except for (i) any types or amounts that do not require remediation or mitigation under federal, state or local laws, ordinances, regulations, rules or decisions, (ii) those that have been remediated or mitigated in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, and (iii) those with respect to which ongoing remediation or mitigation is being performed in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions.

The Developer represents and warrants that the Developer has not received notice of, and, to the best of the Developer's knowledge, there is not, any proceeding or formal inquiry by any governmental authority, body or agency with respect to the presence of Hazardous Materials on, under or in the Property, or any structure, fixtures, equipment, or other objects thereon, or the migration thereof from or to other property.

Section 4.2 Covenants of the Developer. The Developer makes the following covenants for the benefit of the Community Facilities District and the City:

(a) *Compliance with Laws*. The Developer covenants that, while the Facilities are owned by the Developer or required pursuant to this Acquisition Agreement to be maintained by the Developer, it will not commit, suffer or permit any of its agents, employees or contractors to commit any act to be done in, upon or to the Facilities in violation in any material respect of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property or the Facilities.

(b) *Payment Requests*. The Developer covenants that (i) it will not request payment from the Community Facilities District under this Acquisition Agreement for the acquisition of any improvements that are not part of a Segment, and (ii) it will diligently follow all procedures set forth in this Acquisition Agreement with respect to Payment Requests.

(c) *Financial Records*. Until the final Acceptance Date, the Developer covenants to maintain proper books of record and account for the Facilities and all costs related thereto. The Developer covenants that such accounting books will be maintained in accordance with generally accepted accounting principles, and will be available for inspection by the Community Facilities District and the City within a reasonable time after the Community Facilities District or the City submits a written request to the Developer requesting that such books be made available for inspection.

(d) *Environmental Matters Relating to Segments*. The Developer covenants that neither the Developer, nor any subcontractor, agent or employee thereof, will use, generate, manufacture, procure, store, release, discharge or dispose of (whether accidentally or intentionally) at any time on or prior to the Acceptance Date of each Segment any Hazardous Material on, under or in such Segment or the Related Property of such Segment, or transport (whether accidentally or intentionally) any Hazardous Material to or from such Segment or such Related Property, in violation of any federal, state or local law, ordinance, regulation, rule or decision regulating Hazardous Material in effect at the time of such use, generation, manufacturing, procurement, storage, release, discharge, disposal or transportation.

Section 4.3 Representations and Warranties of the Community Facilities District and the City. The Community Facilities District and the City make the following representations and warranties for the benefit of the Developer:

(a) *Authority*. The Community Facilities District represents and warrants that the Community Facilities District has the power and authority to enter into this Acquisition Agreement, and has taken all action necessary to cause this Acquisition Agreement to be executed and delivered, and this Acquisition Agreement has been duly and validly executed and delivered on behalf of the Community Facilities District. The City represents and warrants that the City has the power and authority to enter into this Acquisition Agreement, and has taken all action necessary to cause this Acquisition

Agreement to be executed and delivered, and this Acquisition Agreement has been duly and validly executed and delivered on behalf of the City.

(b) *Binding Obligation*. The Community Facilities District represents and warrants that this Acquisition Agreement is a valid and binding obligation of the Community Facilities District and is enforceable against the Community Facilities District in accordance with its terms. The City represents and warrants that this Acquisition Agreement is a valid and binding obligation of the City and is enforceable against the City in accordance with its terms.

Section 4.4 Covenants of the Community Facilities District and the City. The Community Facilities District and the City make the following covenants for the benefit of the Developer:

(a) *Payment Requests*. Each of the Community Facilities District and the City covenants that it will diligently follow all procedures set forth in this Acquisition Agreement with respect to each Payment Request.

(b) *Financial Records*. Until the final Acceptance Date, the Community Facilities District covenants to maintain proper books of record and account for the Special Taxes and the Bonds. The Community Facilities District covenants that such accounting books will be maintained in accordance with generally accepted accounting principles applicable to governmental entities, and will be available for inspection by the Developer within a reasonable time after the Developer submits a written request to the Community Facilities District requesting that such books be made available for inspection.

Section 4.5 Indemnification. The Developer agrees to protect, indemnify, defend and hold the Community Facilities District and the City, and their respective officers, employees and agents (the "Indemnified Parties"), and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs which any Indemnified Party may suffer or which may be sought against or recovered or obtained from any Indemnified Party as a result of or by reason of or arising out of or in consequence of (a) the acquisition, construction or installation of the Facilities, (b) the untruth or inaccuracy of any representation or warranty made by the Developer in this Acquisition Agreement or in any certifications delivered by the Developer pursuant hereto or in connection with the issuance of the Bonds, (c) the release, threatened release, storage, treatment, transportation or disposal of any Hazardous Materials on, under, in, from or to any portion of the Property while such portion of the Property is owned or being developed by the Developer or an Affiliate thereof, and (d) any act or omission of the Developer or any of its subcontractors, or their respective officers, employees or agents, in connection with the Facilities, including noncompliance with any covenants made by the Developer in this Acquisition Agreement. If the Developer fails to do so, the Community Facilities District and the City shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any fees or costs, to and recover the same from the Developer.

Upon receipt by an Indemnified Party of notice of any claim, loss, expense, suit, action, decree, judgment or award for which the Developer is obligated to protect, indemnify, defend and hold such Indemnified Party harmless pursuant to this Section, such Indemnified Party shall promptly notify the Developer in writing of such claim, loss, expense, suit, action, decree, judgment or award. Neither the Developer nor an Indemnified Party shall, without the other's written consent, settle, compromise or consent to the entry of judgment with respect to any claim, suit or action for which the Developer is obligated to protect, indemnify, defend and hold such Indemnified Party harmless pursuant to this Section.

No indemnification is required to be paid by the Developer for any claim, loss or expense to the extent such claim, loss or expense arises from (a) the willful misconduct or negligence of or contractual breach by an Indemnified Party, or (b) the use or operation of a Segment after the Acceptance Date of such Segment, unless such claim, loss or expense results from the defective or improper design, acquisition, construction or installation of such Segment.

The provisions of this Section shall survive the termination of this Acquisition Agreement.

ARTICLE V

TERMINATION; DAMAGES

Section 5.1 Termination by Agreement. This Acquisition Agreement may be terminated by written agreement of the Community Facilities District, the City and the Developer. In the event of such termination, the Developer shall have no claim or right to any further payments for the Purchase Price of any Segment except as otherwise may be provided in such written agreement.

Section 5.2 Termination by City. (a) The following events shall constitute grounds for the Community Facilities District and the City, at their option, to terminate this Acquisition Agreement, without the consent of the Developer:

(i) the Developer shall voluntarily file for reorganization or other relief under any Federal or state bankruptcy or insolvency law;

(ii) the Developer shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of Developer, or shall suffer an attachment or levy of execution to be made against the property it owns within the Community Facilities District unless, in any of such cases, such action, possession, attachment or levy shall have been terminated or released within 60 days after the commencement thereof;

(iii) the Developer shall breach any material covenant or default in the performance of any material obligation under this Acquisition Agreement, or any representation or warranty of the Developer set forth herein or in any certifications delivered by the Developer hereunder shall prove to have been false or misleading in any material respect when made or deemed made;

(iv) the Developer shall transfer any of its rights or obligations under this Acquisition Agreement, without the prior written consent of the Community Facilities District and the City;

(v) the Developer shall have made any material misrepresentation or material omission in any written materials furnished in connection with any preliminary official statement, official statement or bond purchase contract which has not been corrected and is used in connection with the sale of any Bonds;

(vi) the Developer or any of its partners, permitted assigns or successors-in-interest under this Acquisition Agreement or any Affiliate of the Developer shall at any time bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the Community Facilities District, the levy of the Special Tax in accordance with the Rate and Method or the validity of the Bonds or the proceedings leading up to their issuance; provided, however, that the Developer or any of its partners, permitted assigns or successors-in-interest under this Acquisition Agreement or any Affiliate of the Developer that owns any of the Property may bring an action or suit contending that the

Special Tax has not been levied in accordance with the methodology contained in the Rate and Method; or

(vii) the Developer or any of its partners, permitted assigns or successors-in-interest under this Acquisition Agreement or any Affiliate of the Developer shall fail to pay the Special Taxes as and when due.

(b) If any event listed in subsection (a)(i), (a)(ii) or (a)(vi) above occurs, this Acquisition Agreement shall automatically terminate.

(c) If any event listed in subsection (a)(iii), (a)(iv), (a)(v) or (a)(vii) above occurs, the Community Facilities District and the City may elect to terminate this Acquisition Agreement. If the Community Facilities District and the City intend to terminate this Acquisition Agreement, the Community Facilities District and the City shall first notify the Developer in writing of such intention and of the grounds for such termination and allow the Developer 60 days to eliminate or mitigate to the reasonable satisfaction of the Community Facilities District and the City the grounds for such termination. If, in the reasonable opinion of the Community Facilities District and the City, such grounds for termination can be eliminated or mitigated, but not within such 60 day period, such period shall be extended in order to provide a reasonably sufficient amount of time to accomplish such elimination or mitigation, but only if the Developer has instituted corrective action within such 60 day period and the Developer is thereafter proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), the Developer has not eliminated or completely mitigated such grounds for termination to the reasonable satisfaction of the Community Facilities District and the City, the Community Facilities District and the City may then terminate this Acquisition Agreement by delivering a written notice of such termination to the Developer. If any of the grounds listed in subsection (a)(iii), (a)(iv), (a)(v) or (a)(vii) above for termination of this Acquisition Agreement by the Community Facilities District and the City has occurred and has not been eliminated or mitigated to the reasonable satisfaction of the Community Facilities District and the City or waived by the Community Facilities District and the City, the Community Facilities District, from and after the occurrence thereof, shall have no obligation to acquire any Segment pursuant hereto.

Section 5.3 Termination by Developer. (a) The following events shall constitute grounds for the Developer, at its option, to terminate this Acquisition Agreement, without the consent of the Community Facilities District or the City:

(i) the City or the Community Facilities District shall voluntarily file for reorganization or other relief under any Federal or state bankruptcy or insolvency law;

(ii) the City or the Community Facilities District shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of the City or the Community Facilities District, as applicable, or shall suffer an attachment or levy of execution to be made against the property it owns unless, in any of such cases, such action, possession, attachment or levy shall have been terminated or released within 60 days after the commencement thereof;

(iii) the Community Facilities District or the City shall breach any material covenant or default in the performance of any material obligation under this Acquisition Agreement, or any representation or warranty of the Community Facilities District or the City set forth herein shall prove to have been false or misleading in any material respect when made; and

(iv) the Community Facilities District or the City shall transfer any of its respective rights or obligations under this Acquisition Agreement, without the prior written consent of the Developer;

(b) If any event listed in subsection (a) above occurs, the Developer may elect to terminate this Acquisition Agreement. If the Developer intends to terminate this Acquisition Agreement, the Developer shall first notify the Community Facilities District and the City in writing of such intention and of the grounds for such termination and allow the Community Facilities District and the City 60 days to eliminate or mitigate to the reasonable satisfaction of the Developer the grounds for such termination. If, in the reasonable opinion of the Developer, such grounds for termination can be eliminated or mitigated, but not within such 60 day period, such period shall be extended in order to provide a reasonably sufficient amount of time to accomplish such elimination or mitigation, but only if the Community Facilities District and the City have instituted corrective action within such 60 day period and the Community Facilities District and the City are thereafter proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), the Community Facilities District and the City have not eliminated or completely mitigated such grounds for termination to the reasonable satisfaction of the Developer, the Developer may then terminate this Acquisition Agreement by delivering a written notice of such termination to the Community Facilities District and the City.

Section 5.4 Remedies in General; Damages Limited. The Developer acknowledges that neither the Community Facilities District nor the City would have entered into this Acquisition Agreement if it were to be liable in damages under or with respect to this Acquisition Agreement. Any and all obligations of the Community Facilities District and the City hereunder shall be payable only from amounts on deposit in the Acquisition Account. Neither the Community Facilities District nor the City shall have any pecuniary liability under this Acquisition Agreement for any act or omission of the Community Facilities District or the City, except as set forth in this Section. In no event will an act, or an omission or failure to act, by the Community Facilities District or the City with respect to the sale or proposed sale of the Bonds subject the Community Facilities District or the City to pecuniary liability therefor.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Acquisition Agreement; provided, however, that the Community Facilities District and the City shall not be liable in damages to the Developer. In light of the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Acquisition Agreement.

Section 5.5 Force Majeure. Except as may be specifically provided in this Acquisition Agreement, the performance by the Community Facilities District, the City or the Developer of its respective obligations hereunder shall be excused during, and the period of time for

performance of its respective obligations hereunder shall be extended for a period of time equal to, any period of delay caused by reason of (a) acts of God or civil commotion, (b) riots, strikes, picketing or other labor disputes, (c) shortages of materials or supplies, (d) damage to work in progress by reason of fire, floods, earthquakes or other casualty, (e) enactment of laws which prevent or preclude compliance by the Community Facilities District, the City or the Developer with a material provision of this Acquisition Agreement, (f) administrative proceedings challenging the Community Facilities District, the Bonds, this Acquisition Agreement or a Payment Request brought by Persons other than the Community Facilities District, the City or the Developer, or any Affiliate thereof, (g) litigation (including the pendency thereof), brought by Persons other than the Community Facilities District, the City or the Developer, or any Affiliate thereof, including, without limitation, litigation challenging the Community Facilities District, the development of the Property, the Bonds, this Acquisition Agreement, a Payment Request, (h) pendency of initiatives or referenda affecting the Community Facilities District, the development of the Property, the Bonds, this Acquisition Agreement or a Payment Request, or (i) any other cause beyond the reasonable control of the Community Facilities District, the City or the Developer, respectively; provided, however that, as to any party (x) the financial inability of such party itself to perform under this Acquisition Agreement, and (y) the negligence or willful misconduct of such party shall not constitute a permitted delay for purposes of this Section and, provided, further, that any action, omission, or failure to approve a Payment Request or other approval, or the imposition of additional requirements or restrictions in connection therewith by the Community Facilities District or the City, caused by the Developer's actual failure to comply with applicable laws or regulations or the provisions of this Acquisition Agreement (other than an actual failure to comply that results from the enactment of laws which prevent or preclude compliance by a party with a material provision of this Acquisition Agreement, administrative proceedings challenging the Community Facilities District, the Bonds, this Acquisition Agreement or a Payment Request or other approval, litigation brought by persons other than a party, or an Affiliate of a party, including without limitation, litigation challenging the Community Facilities District, the development of the Property, the Bonds, this Acquisition Agreement or a Payment Request or other approval, initiative or referenda affecting the Community Facilities District, the development of the Property, the Bonds, this Acquisition Agreement or a Payment Request or other approval), shall not constitute a permitted delay for the Developer for purposes of this Section.

If the Community Facilities District, the City or the Developer shall claim that performance of its respective obligations hereunder is excused by a permitted delay pursuant to this Section, such party shall give the other parties hereto written notice of the commencement of such permitted delay within 30 days after first gaining knowledge of such permitted delay.

If the Community Facilities District, the City or the Developer shall claim that performance of its respective obligations hereunder is excused by a permitted delay pursuant to this Section, such party's performance shall only be excused during, and the period of time for performance of its obligations hereunder shall only be extended for a period of time equal to, the period of time for which the cause of such permitted delay is in effect and is actually causing a delay in performance by such party of its obligations hereunder.

The Community Facilities District, the City and the Developer shall act diligently and in good faith to avoid foreseeable delays in performance and to remove the cause of any permitted

delay under this Section or develop a reasonable alternative means of performance of its respective obligations hereunder.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Developer as Independent Contractor. In constructing the Segments, it is mutually understood that the Developer has acted as an independent contractor, and not as an agent of the Community Facilities District or the City. Neither the Community Facilities District nor the City shall have any responsibility for payment to any contractor, subcontractor or supplier of the Developer.

Section 6.2 Other Agreements. Nothing contained herein shall be construed as affecting the City's or the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Acquisition Agreement; provided, however, that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the acquisition, construction and installation of the Segments.

Section 6.3 Binding on Successors and Assigns. Neither this Acquisition Agreement nor the duties and obligations of the Developer hereunder may be assigned to any Person other than an Affiliate of the Developer without the written consent of the Community Facilities District and the City, which consent shall not be unreasonably withheld or delayed. Neither this Acquisition Agreement nor the duties and obligations of the City or the Community Facilities District hereunder may be assigned to any Person, without the written consent of the Developer, which consent shall not be unreasonably withheld or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the parties hereto.

Section 6.4 Amendments. This Acquisition Agreement may be amended by an instrument in writing executed and delivered by the Community Facilities District, the City and the Developer.

Section 6.5 Waivers. No waiver of, or consent with respect to, any provision of this Acquisition Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

Section 6.6 No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Acquisition Agreement (either express or implied) is intended to confer upon any person or entity, other than the Community Facilities District, the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Acquisition Agreement.

Section 6.7 Notices. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

Community Facilities District:	City of Anaheim Community Facilities District No. 08-1 (Platinum Triangle) c/o City of Anaheim 200 South Anaheim Boulevard Anaheim, California 92805 Attention: Finance Director
City:	City of Anaheim 200 South Anaheim Boulevard Anaheim, California 92805 Attention: Director of Public Works
Developer:	_____ _____ _____ Attention: _____

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if given by courier or delivery service or if personally served or delivered, upon delivery, (b) if given by telecopier, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, or (d) if given by any other means, upon delivery at the address specified in this Section.

Section 6.8 Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Acquisition Agreement, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and postjudgment fees and costs) as determined by the court as part of the judgment.

Section 6.9 Jurisdiction and Venue. Each of the Community Facilities District, the City and the Developer (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Acquisition Agreement shall be brought in a state or local court in the County of Orange or in the Courts of the United States of America in the district in which said county is located, (b) consents to the jurisdiction of each such court in any such suit, action or proceeding, and (c) waives any objection that it may have to the laying of venue of any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the Community Facilities District, the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall

be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 6.10 Governing Law. This Acquisition Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State.

Section 6.11 Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 6.12 Counterparts. This Acquisition Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Acquisition Agreement as of the day and year first hereinabove written.

CITY OF ANAHEIM COMMUNITY FACILITIES DISTRICT NO. 08-1 (PLATINUM TRIANGLE)

By: _____

CITY OF ANAHEIM

By: _____

[DEVELOPER]

By: _____

EXHIBIT A

FACILITIES

Segments	Acquisition Cost

EXHIBIT B

FORM OF PAYMENT REQUEST

City of Anaheim
Community Facilities District No. 08-1
(Platinum Triangle)

[Developer] (the "Developer"), hereby requests payment of the Purchase Price of each Segment described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in the Acquisition and Funding Agreement, dated as of _____, 2010 (the "Acquisition Agreement"), by and among the City of Anaheim Community Facilities District No. 08-1 (Platinum Triangle) (the "Community Facilities District"), the City of Anaheim (the "City"), and the Developer. In connection with this Payment Request, the undersigned hereby represents and warrants to the Community Facilities District and the City as follows:

1. The undersigned is a Developer Representative, qualified to execute this request for payment on behalf of the Developer and knowledgeable as to the matters set forth herein.

2. The Developer has submitted or submits herewith to the Director of Public Works as-built drawings or similar Plans and specifications for each Segment described in Attachment A, and such drawings or plans and specifications, as applicable, are true, correct and complete.

3. Each Segment described in Attachment A has been constructed in accordance with the Plans therefor, and in accordance with all applicable City standards and the requirements of the Acquisition Agreement, and the as-built drawings or similar Plans and specifications referenced in paragraph 2 above.

4. The Developer has submitted or submits herewith to the Director of Public Works soils reports and certifications by the Engineer of Record and Surveyor with respect to each Segment described in Attachment A.

5. The true and correct Actual Cost of each Segment described in Attachment A is set forth in Attachment A.

6. The Developer has submitted or submits herewith to the Director of Public Works a copy of each construction contract for each Segment described in Attachment A, a copy of the bid notice for each such contract and a copy of each change order applicable to each such contract, together with the written approval of each such change order by the City Engineer of the City.

7. The Developer has submitted or submits herewith to the Director of Public Works invoices, receipts, worksheets and other evidence of costs for each Segment described in Attachment A, which are in sufficient detail to allow the Director of Public Works to verify the Actual Cost of such Segment and, if any of such invoices, receipts, worksheets or other evidence of costs include costs for facilities other than such Segment, the Developer has submitted or submits herewith to the Director of Public Works a written description as to how the items and amounts in such invoices, receipts, worksheets and other evidence of costs have been allocated

among such other facilities and such Segment, together with evidence that such allocation is appropriate, correct and reasonable.

8. The Developer has submitted or submits herewith to the Director of Public Works evidence that each of the invoices, receipts, worksheets and other evidence of costs referred to in paragraph 6, above, has been paid in full, which evidence is in the form of copies of cancelled checks or such other form as the City Engineer of the City has approved in writing.

9. There has not been filed with or served upon the Developer notice of any lien, right to lien or attachment upon, or claim affecting the right to receive, the payment of the Purchase Price of each Segment described in Attachment A which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by operation of law.

10. The Developer has submitted or submits herewith to the Director of Public Works copies of unconditional lien releases from all contractors, subcontractors and materialmen for all work with respect to each Segment described in Attachment A, together with the written approval of each such lien release by the City Attorney of the City.

11. No event listed in Section 5.2(a) of the Acquisition Agreement has occurred and is continuing or will occur upon the making of any payment requested hereunder.

12. The representations and warranties of the Developer set forth in Section 4.1 of the Acquisition Agreement are true and correct on and as of the date hereof with the same force and effect as if made on and as of the date hereof.

13. The Developer represents and warrants that, as of the date hereof, there is not present on, under or in any Segment described in Attachment A or the Related Property of such Segment, or any portion thereof, any Hazardous Materials, except for (i) any types or amounts that do not require remediation or mitigation under federal, state or local laws, ordinances, regulations, rules or decisions, (ii) those that have been remediated or mitigated in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, (iii) those with respect to which ongoing remediation or mitigation is being performed in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, (iv) any types or amounts that do not present a human health risk or hazard to the public, and (iv) if such Related Property was, at the time of commencement of the acquisition, construction and installation of such Segment, property of the City and, from such time of commencement through and including the date hereof, remained property of the City, those that were present on, under or in such Related Property at such time of commencement

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

Date: **[DEVELOPER]**

By: _____
[Name/Title]

APPROVAL BY THE DIRECTOR OF PUBLIC WORKS

The Director of Public Works has confirmed that each Segment described in Attachment A is Complete and was constructed in accordance with the Plans therefor and the Actual Cost of each Segment described in Attachment A has been reviewed, verified and approved by the Director of Public Works. Payment of the Purchase Price of each such Segment is hereby approved.

Date:

DIRECTOR OF PUBLIC WORKS OF THE CITY OF ANAHEIM

By: _____

ATTACHMENT A

Segment	Acquisition Cost	Actual Cost	Purchase Price*

Total Purchase Price to be Paid: _____

*Lesser of Acquisition Cost or Actual Cost