
**SECOND SUPPLEMENTAL
INDENTURE**

by and among

**HUNTINGTON BEACH PUBLIC
FINANCING AUTHORITY**

and

CITY OF HUNTINGTON BEACH

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
AS TRUSTEE**

Dated as of October 1, 2019

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SECOND SUPPLEMENTAL INDENTURE

THIS SECOND SUPPLEMENTAL INDENTURE (this “Second Supplemental Indenture”), is made and entered into as of October 1, 2019, by and among the HUNTINGTON BEACH PUBLIC FINANCING AUTHORITY, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California (the “Authority”), the CITY OF HUNTINGTON BEACH, a municipal corporation and charter city duly organized and existing under and by virtue of the Constitution and laws of the State of California and its Charter (the “City”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States of America (the “Trustee”).

WITNESSETH:

WHEREAS, in order to finance and refinance various capital improvement projects (collectively, the “Projects”), the City leased certain real property owned by the City, including the improvements thereto, known as the Civic Center (collectively, the “Property”), to the Authority pursuant to a Site Lease, dated as of September 1, 2011, by and between the City and the Authority, as amended and supplemented by the First Amendment to Site Lease, dated as of November 1, 2014, by and between the City and the Authority, and subleased the Property back from the Authority pursuant to a Lease Agreement, dated as of September 1, 2011, by and between the City and the Authority, as amended and supplemented by the First Amendment to Lease Agreement, dated as of November 1, 2014, by and between the City and the Authority (collectively, the “Lease Agreement”); and

WHEREAS, the City and the Authority determined that it would be in the best interests of the City and the Authority to provide the funds necessary to finance and refinance the Projects through the issuance by the Authority of (i) the Huntington Beach Public Financing Authority (Orange County, California) Lease Revenue Refunding Bonds, 2011 Series A (Capital Improvement Refinancing Project) (the “Series 2011A Bonds”), and (ii) the Huntington Beach Public Financing Authority (Orange County, California) Lease Revenue Bonds, 2014 Series A (Senior Center Project) (the “Series 2014A Bonds” and together with the Series 2011A Bonds, the “Bonds”), pursuant to an Indenture, dated as of September 1, 2011, by and among the Authority, the City and the Trustee, as amended and supplemented by the First Supplemental Indenture, dated as of November 1, 2014, by and among the Authority, the City and the Trustee (collectively, the “Indenture”), payable from the base rental payments (the “Base Rental Payments”) to be made by the City under the Lease Agreement and the other assets pledged therefor under the Indenture; and

WHEREAS, all rights to receive such Base Rental Payments were assigned without recourse by the Authority to the Trustee pursuant to the Indenture; and

WHEREAS, in consideration of such assignment and the execution of the Indenture, the Authority issued the Bonds (capitalized undefined terms used in these recitals shall have the meanings ascribed thereto in the Indenture); and

WHEREAS, the Indenture provides that, subject to the conditions set forth therein, the Indenture and the rights and obligations of the Authority, the City, the Trustee and the Owners

under the Indenture may be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority, the City and the Trustee may enter into without the consent of any Owners for any reason not otherwise provided for in the Indenture, provided such amendment or supplement does not adversely affect the rights or interests of the Owners; and

WHEREAS, a portion of the proceeds of the Series 2014A Bonds remains unspent and the City and the Authority have determined that it would be in the best interests of the City and the Authority to amend the Indenture to expand the Projects funded with the Series 2014A Bonds to include the Police Building Modernization Project to be completed for the Police Department building at the Civic Center and any other capital improvement projects the City deems a priority (collectively, the "Expanded Projects"); and

WHEREAS, the City and the Authority have determined that such an amendment to the Indenture would not adversely affect the rights or interests of the Owners under the Indenture; and

WHEREAS, in order to accomplish the amendment of the Indenture to expand the Projects to include the Expanded Projects, the Trustee, the Authority and the City are entering into this Second Supplemental Indenture; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Second Supplemental Indenture do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Second Supplemental Indenture;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties do hereby agree as follows:

PART 1

PARTICULAR AMENDMENTS

Part 1.1. Amendments to Section 1.01. Section 1.01 of the Indenture is hereby amended by modifying the following term:

"Series 2014A Project" means (i) the capital improvement project described in recital clauses to the First Supplemental Indenture, (ii) the capital improvement project constituting the City's Police Building Modernization Project to be completed for the Police Department building at the Civic Center, and (iii) any other capital improvement project the City deems a priority.

PART 2

MISCELLANEOUS

Part 2.1. Effect of Second Supplemental Indenture. This Second Supplemental Indenture and all of the terms and provisions herein contained shall form part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Indenture. The Indenture is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this Second Supplemental Indenture and the terms of the Indenture (as in effect on the day prior to the effective date of this Second Supplemental Indenture), the terms of this Second Supplemental Indenture shall prevail.

Part 2.2. Execution in Counterparts. This Second Supplemental Indenture may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Part 2.3. Governing Law. This Second Supplemental Indenture shall be construed and governed in accordance with the laws of the State of California.

Part 2.4. Effective Date. This Second Supplemental Indenture shall become effective immediately upon the execution hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Second Supplemental Indenture by their officers thereunto duly authorized as of the day and year first written above.

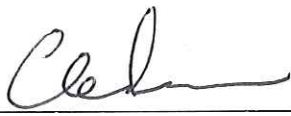
**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee**

By: _____
Authorized Officer

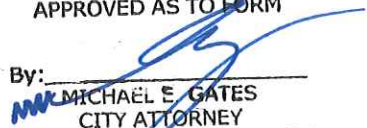
**HUNTINGTON BEACH PUBLIC
FINANCING AUTHORITY**

By: _____
Erik Peterson,
Chair of the Board of Directors

CITY OF HUNTINGTON BEACH

By:  _____
Chuck Adams,
Interim Chief Financial Officer

APPROVED AS TO FORM

By:  _____
MICHAEL E. GATES
CITY ATTORNEY
CITY OF HUNTINGTON BEACH