MEETING DATE: **02/17/11**

AGENDA ITEM: JOINT CITY COUNCIL/REDEVELOPMENT AGENCY/FINANCING AUTHORITY: Consideration of Issuance of a Tax Allocation Bond.

ATTACHMENTS

Attachment 1

RESOLUTION NO. 2011-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, APPROVING THE ISSUANCE, SALE AND DELIVERY OF TAX ALLOCATION BONDS BY THE CULVER CITY REDEVELOPMENT AGENCY.

WHEREAS, the Culver City Redevelopment Agency (the "Agency") is a redevelopment agency authorized pursuant to the Community Redevelopment Law of the State of California, being Part 1 of Division 24 (commencing with Section 33000) of the California Health and Safety Code (the "CRL") to incur indebtedness for the purpose of financing certain redevelopment activities for the benefit of its redevelopment project areas;

WHEREAS, a redevelopment plan (the "Redevelopment Plan") for the Culver City Redevelopment Project (the "Project") has been duly approved and adopted by the City of Culver City, and all requirements of law for and precedent to the adoption and approval of such Redevelopment Plan have been duly complied with;

WHEREAS, the Redevelopment Plan contemplates that the Agency would issue bonds from time to time to finance a portion of the costs of the Project;

WHEREAS, the Agency proposes to issue tax allocation bonds (the "2011 Bonds") for the purpose of financing costs of the Project;

WHEREAS, Section 33640 of the CRL requires the Agency to obtain the approval of the City Council before the issuance of the 2011 Bonds; and

WHEREAS, the City Council, with the aid of City staff, has reviewed the documentation relating to the issuance of the 2011 Bonds and desires to approve the issuance, sale and delivery of the 2011 Bonds by the Agency.

NOW, THEREFORE, the City Council of the City of Culver City DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER, as follows:

SECTION 1. Recitals. The foregoing recitals, and each of them, are true and correct.

SECTION 2. Approval of Financing. The issuance, sale and delivery of the 2011 Bonds by the Agency are hereby approved.

SECTION 3. Other Acts. Each officer of the City, is hereby authorized and directed, jointly and severally, to execute and deliver such documents and instruments and to do such things which may be necessary or proper for assisting the Agency in connection with the issuance, sale and delivery of the 2011 Bonds and to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED, this 17th day of February, 2011.

CHRISTOPHER ARMENTA, MAYOR
City of Culver City, California

ATTEST:

MARTIN R. COLE, City Clerk

A11-00088

APPROVED AS TO FORM:

for CAROL A. SCHWAB, City Attorney

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RESOLUTION NO. 2011-A

A RESOLUTION OF THE CULVER CITY REDEVELOPMENT AGENCY AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF TAX ALLOCATION BONDS, APPROVING AS TO FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION WITH SUCH BONDS AND AUTHORIZING OTHER RELATED ACTIONS.

WHEREAS, the Culver City Redevelopment Agency (the "Agency") is a redevelopment agency, a public body, corporate and politic, duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law of the State of California (Part 1 of Division 24 of the Health and Safety Code), and the powers of the Agency include the power to issue bonds, notes, interim certificates, debentures or other obligations for any of its corporate purposes;

WHEREAS, a redevelopment plan (the "Redevelopment Plan") for the Culver City Redevelopment Project (the "Project") has been duly approved and adopted by the City of Culver City, and all requirements of law for and precedent to the adoption and approval of such Redevelopment Plan have been duly complied with;

WHEREAS, the Redevelopment Plan contemplates that the Agency would issue bonds from time to time to finance a portion of the costs of the Project;

WHEREAS, the Agency has previously issued bonds pursuant to an Indenture, dated as of October 1, 1999 (the "Master Indenture"), by and between the Agency and U.S. Bank National Association, as successor trustee (the "Trustee"), as amended and supplemented by a First Supplemental Indenture, dated as of April 1, 2002, a Second Supplemental Indenture, dated as of April 1, 2004, a Third Supplemental Indenture, dated as of March 1, 2005, and a Fourth Supplemental Indenture, dated as of

June 11, 2007, each by and between the Agency and the Trustee (the Master Indenture, as so amended and supplemented, and as further supplemented by the Fifth Supplemental Indenture described below, being referred to herein as the "Indenture");

WHEREAS, the Agency desires to issue additional tax allocation bonds (the "2011 Bonds") pursuant to and secured by the Indenture to finance a portion of the costs of the Project; and

WHEREAS, there has been presented to the Agency the form of a Bond Purchase Agreement (the "Bond Purchase Agreement"), pursuant to which the Agency will sell the Bonds to the Culver City Redevelopment Financing Authority (the "Authority") for resale to Stone & Youngberg LLC, the underwriter for the 2011 Bonds (the "Underwriter").

NOW, THEREFORE, the Culver City Redevelopment Agency Board DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER, as follows:

SECTION 1. <u>Recitals</u>. The foregoing recitals, and each of them, are true and correct.

SECTION 2. <u>Series 20011 Bonds; Fifth Supplemental Indenture</u>. Subject to the parameters set forth below, the issuance of the 2011 Bonds, in one or more series, pursuant to the terms of the Indenture, is hereby authorized. The form of the Fifth Supplemental Indenture (the "Fifth Supplemental Indenture") with respect to the 2011 Bonds, to be entered into by and between the Agency and the Trustee, and on file in the office of the Secretary of the Agency (the "Secretary"), is hereby approved. Each of the Chair (or, in the absence of the Chair, the Vice Chair) and the Executive Director of the Agency (the "Authorized Officers"), acting singly, is hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the Fifth Supplemental Indenture in substantially said form, with such changes therein as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by the Authorized Officer's execution and delivery thereof).

SECTION 3. Bond Purchase Agreement. The form of Bond Purchase Agreement, proposed to be entered into by and among the Agency, the Authority and the Underwriter, and on file with the Secretary, is hereby approved. Subject to the limitations set forth below, each Authorized Officer, acting singly, is hereby authorized and directed to execute and deliver, for and in the name of the Agency, the Bond Purchase Agreement in substantially said form, with such changes therein as the Authorized Officer may approve (such approval to be conclusively evidenced by the Authorized Officer's execution and delivery thereof).

SECTION 4. Certain Parameters Relating to Sale of Bonds. Each Authorized Officer, acting singly, is hereby authorized and directed to act on behalf of the Agency to establish and determine the following:

a. Whether the 2011 Bonds shall be issued in one or multiple series;

b. With respect to each series of 2011 Bonds, whether the Agency shall covenant to comply with the requirements of Internal Revenue Code of 1986, as amended (and the regulations promulgated thereunder), to make the interest on such series of 2011 Bonds excludable from gross income for federal tax purposes (the 2011 Bonds for which such covenants will apply being referred to below as the "Tax-Exempt Bonds," and all other 2011 Bonds being referred to below as the "Taxable Bonds");

c. With respect to each series of 2011 Bonds, whether the bonds will be current interest bonds or capital appreciation bonds, or a combination thereof;

d. The aggregate principal amount the 2011 Bonds, provided that the aggregate initial principal amount of the Tax-Exempt Bonds shall not exceed $16,000,000, and the aggregate initial principal amount of Taxable Bonds shall not exceed $45,000,000;

e. The purchase price of the 2011 Bonds and the interest rates thereon, provided that the true interest cost with respect to the Tax-Exempt Bonds shall not exceed 9.0 percent, and the true interest cost with respect to the Taxable Bonds shall not exceed 10.0 percent; and

f. The Underwriter's compensation (i.e., underwriter's discount), provided that such compensation, exclusive of any original issue discount, shall not exceed 1.5% percent of the aggregate principal amount of the 2011 Bonds.

The authorization and powers delegated to the Authorized Officer by Sections 2 and 3 of this Resolution shall be valid for a period of 180 days from the date of adoption of this Resolution.

SECTION 5. <u>Preliminary Official Statement</u>. The preliminary Official Statement relating to the 2011 Bonds (the "Preliminary Official Statement"), in the form presented and on file with the Secretary, is hereby approved. Each Authorized Officer, acting singly, is hereby authorized and directed, for and in the name and on behalf of the Agency, to cause the Preliminary Official Statement in substantially said form, with such changes therein as such Authorized Officer may approve, to be deemed final for the purposes of Rule 15c2-12 of the Securities and Exchange Act of 1934. The distribution by the Underwriter of copies of the Preliminary Official Statement to potential purchasers of the 2011 Bonds is hereby approved.

SECTION 6. Official Statement. Each Authorized Officer, acting singly, is hereby authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final Official Statement (the "Official Statement"), and to execute the same for and in the name and on behalf of the Agency, with such changes therein as such Authorized Officer may approve (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof). The distribution and use of the Official Statement by the Underwriter in connection with the sale of the 2011 Bonds are hereby approved.

SECTION 7. Other Acts. Each Authorized Officer and the other officers of the Agency are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution and each document approved hereby, and any such actions previously taken by such officers are hereby ratified and confirmed.

SECTION 8. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED, this 17th day of February, 2011.

MICHEÁL O' LEARY, CHAIR
Culver City Redevelopment Agency

ATTEST:

ALICE PRASAD, Secretary

APPROVED AS TO FORM:

MURRAY KANE, Agency General Counsel

Attachment 3

RESOLUTION NO. 2011- F

A RESOLUTION OF THE CULVER CITY REDEVELOPMENT FINANCING AUTHORITY, APPROVING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT.

WHEREAS, the City Council of the City of Culver City approved and adopted a redevelopment plan for a redevelopment project designated as the Culver City Redevelopment Project (the "Project");

WHEREAS, the Culver City Redevelopment Agency (the "Agency") desires to issue tax allocation bonds (the "2011 Bonds") for the purpose of financing costs of the Project Area;

WHEREAS, pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (being Article 4, Chapter 5, Division 7, Title 1 of the California Government Code), the Culver City Redevelopment Financing Authority (the "Authority") has the authority to purchase and resell the 2011 Bonds; and

WHEREAS, there has been presented to the Authority a Bond Purchase Agreement (the "Bond Purchase Agreement"), proposed to be entered into by and among the Authority, the Agency and Stone & Youngberg LLC (the "Underwriter"), pursuant to which the Authority would purchase the 2011 Bonds from the Agency for resale to the Underwriter.

NOW, THEREFORE, the Culver City Redevelopment Financing Authority DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER as follows:

SECTION 1. Recitals. The foregoing recitals, and each of them, are true and correct.

SECTION 2. Approvals. The Bond Purchase Agreement, in the form on file with the Secretary of the Authority, and the purchase and resale of the 2011 Bonds pursuant to the Bond Purchase Agreement upon the terms and conditions set forth therein are hereby approved. Subject to the parameters set forth in the Resolution of the Agency authorizing the sale and issuance of the 2011 Bonds, each of the Chair, Vice Chair and the Executive Director of the Authority (each, an "Authorized Officer"), acting singly, is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Bond Purchase Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by the Authorized Officer's execution and delivery thereof).

SECTION 3. Other Acts. Each Authorized Officer and the other officers of the Authority are hereby authorized and directed, jointly and severally, to execute and deliver any and all documents and instruments which they may deem necessary or proper in connection with the purchase and resale of the 2011 Bonds as described above, or otherwise to effectuate the purposes of this Resolution and the Bond Purchase Agreement, and any such actions previously taken by such officers are hereby ratified, confirmed and approved.

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SECTION 4. <u>Effective Date</u>. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 17th day of February, 2011.

MICHEÁL O' LEARY, CHAIR
Culver City Redevelopment Financing Authority

ATTEST:

ALICE PRASAD, Secretary

APPROVED AS TO FORM:

Murray Kane, Legal Advisor

A11-00086

Attachment 4

CULVER CITY REDEVELOPMENT AGENCY

and

U.S. BANK NATIONAL ASSOCIATION
as Trustee

FIFTH SUPPLEMENTAL INDENTURE

Dated as of March 1, 2011

Relating to

$__________
Culver City Redevelopment Agency
Tax Allocation
Capital Appreciation Bonds,
2011 Series A
(Culver City Redevelopment Project)

$__________
Culver City Redevelopment Agency
Taxable Tax Allocation Bonds,
2011 Series B
(Culver City Redevelopment Project)

RWG DRAFT: 2/11/2011

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Fifth Supplemental Indenture

This Fifth Supplemental Indenture, dated as of March 1, 2011, is entered into by and between the Culver City Redevelopment Agency, a public body, corporate and politic (the "Agency"), and U.S. Bank National Association, a national banking association duly organized and existing under laws of the United States of America and authorized to accept and execute trusts of the character herein set forth, as trustee (the "Trustee").

Recitals

A. The Agency is a redevelopment agency, a public body, corporate and politic, duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Law (as defined in the Master Indenture hereinafter described), and the powers of the Agency include the power to issue bonds for any of its corporate purposes.

B. A Redevelopment Plan (the "Redevelopment Plan") for a redevelopment project known and designated as the "Culver City Redevelopment Project" (the "Project") has been adopted and approved and all requirements of law for, and precedent to, the adoption and approval of the Redevelopment Plan have been duly complied with.

C. The Redevelopment Plan contemplates that the Agency may issue bonds to finance a portion of the costs of the Project.

D. Pursuant to an Indenture, dated as of October 1, 1999 (the "Master Indenture"), by and between the Agency and U.S. Bank National Association, as successor trustee, as amended and supplemented by a First Supplemental Indenture, dated as of April 1, 2002, a Second Supplemental Indenture, dated as of April 1, 2004, a Third Supplemental Indenture, dated as of March 1, 2005, and a Fourth Supplemental Indenture, dated as of June 11, 2007, each by and between the Agency and the Trustee, the Agency has previously issued its Tax Allocation Refunding Bonds, 1999 Series A (Culver City Redevelopment Project) (the "Series 1999 Bonds"), Tax Allocation Bonds, 2002 Series A (Culver City Redevelopment Project) (the "Series 2002 Bonds"), Tax Allocation Refunding Bonds, 2004 Series A (Culver City Redevelopment Project) (the "Series 2004 Bonds") and Tax Allocation Refunding Bonds, 2005 Series A (Culver City Redevelopment Project) (the "Series 2005 Bonds").

E. The Agency deems it necessary and desirable to issue Additional Bonds (as defined in the Master Indenture) for the purpose of financing costs of the Project.

F. The Agency has determined to issue two series of bonds (together, the "Series 2011 Bonds"), all pursuant to and secured by the Master Indenture, as previously amended and supplemented and as further supplemented by this Fifth Supplemental Indenture: (i) Capital Appreciation Tax Allocation Bonds, 2011 Series A (Culver City Redevelopment Project) (the "Series 2011A Bonds"), in the aggregate initial principal amount of $_______________, and (ii) Taxable Tax Allocation Bonds, 2011 Series C (Culver City Redevelopment Project) (the "Series 2011C Bonds"), in the aggregate principal amount of $_______________.

G. Pursuant to the Master Indenture, as amended, the Series 1999A Bonds, the Series 2002 Bonds, the Series 2004 Bonds, the Series 2005 Bonds, and the Series 2011 Bonds and all other Additional Bonds issued hereafter are secured by a pledge of the Agency's tax increment revenues and are subordinate to the Agency's obligations to repay loans relating to the outstanding Culver City Redevelopment Financing Authority 1993 Tax Allocation Refunding Revenue Bonds.

H. The execution and delivery of the Series 2011 Bonds and of this Fifth Supplemental Indenture have been duly authorized and all things necessary to make the Series 2011 Bonds, when executed by the Agency and authenticated by the Trustee, valid and binding legal obligations of the Agency and to make this Fifth Supplemental Indenture a valid and binding legal instrument for the security of the Series 2011 Bonds, have been done.

NOW THEREFORE, THIS FIFTH SUPPLEMENTAL INDENTURE WITNESSETH, that in order to secure the payment of the principal of, and the interest and premium, if any, on, all Series 2011 Bonds at any time issued and Outstanding under the Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Series 2011 Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Series 2011 Bonds by the owners thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Agency does hereby covenant and agree with the Trustee, for the benefit of the respective holders from time to time of the Series 2011 Bonds, as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01 Supplemental Indenture. This Fifth Supplemental Indenture is supplemental to the Master Indenture, as previously amended and supplemented. Save and except as amended and supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture, the Master Indenture shall remain in full force and effect.

Section 1.02 Authority for Fifth Supplemental Indenture. This Fifth Supplemental Indenture is adopted (i) pursuant to the provisions of the Law, and (ii) in accordance with Article IV and Article VIII of the Master Indenture.

Section 1.03 Definitions. (a) Except as provided by this Fifth Supplemental Indenture, all terms which are defined in Section 1.01 of the Master Indenture (as heretofore amended), shall have the same meanings, respectively, in this Fifth Supplemental Indenture. The following additional terms shall, for all purposes of the Indenture, have the following meanings:

"Closing Date" means, with respect to the Series 2011 Bonds, ___________, 2011.

"Fifth Supplemental Indenture" means this Fifth Supplemental Indenture, dated as of ___________, 2011, by and between the Agency and the Trustee.

"Initial Principal Amount" means, with respect to any Capital Appreciation Bond, the initial principal amount thereof as of the Closing Date relating to such Bond.

"Series 2011 Bonds" means, together, the Series 2011A Bonds and the Series 2011B Bonds.

"Series 2011A Bonds" means the Culver City Redevelopment Agency Tax Allocation Capital Appreciation Bonds, 2011 Series A (Culver City Redevelopment Project), issued pursuant to this Fifth Supplemental Indenture.

"Series 2011B Bonds" means the Culver City Redevelopment Agency Taxable Tax Allocation Bonds, 2011 Series B (Culver City Redevelopment Project), issued pursuant to this Fifth Supplemental Indenture.

ARTICLE II
THE SERIES 2011 BONDS

Section 2.01 Authorization. The Series 2011 Bonds are hereby authorized to be issued for the purpose of financing costs of the Project.

Section 2.02 Terms of Series 2011A Bonds. The Series 2011A Bonds authorized to be issued by the Agency under and subject to the terms of the Indenture and the Law shall be designated the "Culver City Redevelopment Agency Tax Allocation Capital Appreciation Bonds, 2011 Series A (Culver City Redevelopment Project)" and shall be in the initial aggregate principal amount of $____________. The Series 2011A Bonds shall be issued in fully registered form in any denominations of Initial Principal Amount but shall reflect denominations of $5,000 Final Compounded Amount or any integral multiple thereof. No Series 2011A Bond shall have more than one maturity date. The Series 2011A Bonds shall be dated the Closing Date, shall mature on November 1 in each of the years and in the Final Compounded Amounts set forth in the following schedule. The Series 2011A Bonds shall be delivered on the Closing Date in the aggregate Initial Principal Amounts set forth below. Interest on the Initial Principal Amount of the Series 2011A Bonds shall accrue and compound at the yield to their maturity set forth below (such interest being equal to the difference between the Final Compounded Amounts and the Initial Principal Amounts thereof):

Maturity Date (Nov. 1)	Initial Principal Amount	Final Compounded Amount	Initial Principal Amount per $5,000 Final Compounded Amount	Yield to Maturity Date

Interest on each Series 2011A Bond shall be compounded semi-annually at the yield set forth above from the Closing Date on each May 1 and November 1, commencing November 1, 2011, until maturity or earlier redemption thereof, computed using a year of 360 days of twelve 30-day months and shall be payable (i) at maturity as part of the Final Compounded Amount, or (ii) at redemption as part of the Accreted Value to the redemption date. The Final Compounded

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Amount, or the Accreted Value and redemption premium (if any), as applicable, with respect to any Series 2011A Bond shall be paid upon presentation and surrender thereof, at maturity or the prior redemption thereof, at the Trust Office, in lawful money of the United States of America.

Section 2.03 Terms of Series 2011B Bonds. The Series 2011B Bonds authorized to be issued by the Agency under and subject to the terms of the Indenture and the Law shall be designated the "Culver City Redevelopment Agency Taxable Tax Allocation Bonds, 2011 Series B (Culver City Redevelopment Project)" and shall be in the aggregate principal amount of $__________. The Series 2011B Bonds shall be dated as of the Closing Date for the Series 2011B Bonds, shall bear interest at such rates (payable on May 1 and November 1 in each year, commencing November 1, 2011) and shall mature and become payable as to principal on November 1 in each of the years in the amounts set forth below:

Maturity Date (Nov. 1)	Principal Amount	Interest Rate	Maturity Date (Nov. 1)	Principal Amount	Interest Rate

Interest on the Series 2011B Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2011B Bonds shall be issued as fully registered bonds in the denomination of $5,000, or any integral multiple of $5,000 (not exceeding the principal amount of Series 2011B Bonds maturing at any one time). The Series 2011B Bonds shall be numbered as determined by the Trustee. The Series 2011B Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) such date of authentication is during the period from the 16th day of the month next preceding an Interest Payment Date to and including such Interest Payment Date, in which event they shall bear interest from such Interest Payment Date, or (ii) such date of authentication is on or before the 15th day of the month next preceding the first Interest Payment Date, in which event they shall bear interest from their dated date; provided, however, that if, at the time of authentication of any Series 2011B Bond, interest is then in default on the Outstanding Series 2011B Bonds, such Series 2011B Bond shall bear interest from the Interest Payment Date to which interest previously has been paid or made available for payment on the Outstanding Series 2011B Bonds. Payment of interest on the Series 2011B Bonds due on or before the maturity or prior redemption of such Series 2011B Bonds shall be made to the person whose name appears on the bond registration books of the Trustee as the registered owner thereof, as of the close of business on the 15th day of the month next preceding the Interest Payment Date. Subject to Section 2.12 of the Master Indenture, such interest to be paid by check mailed on each Interest Payment Date by first-class mail to such registered owner at his address as it appears on such books, or, upon written request received by the Trustee prior to the 15th day of the month preceding an Interest Payment Date, of an Owner of at least $1,000,000 in aggregate principal amount of Series 2011B Bonds, by wire transfer in immediately available funds to an account within the United States designated by such Owner.

Principal of and redemption premiums, if any, on the Series 2011B Bonds shall be payable upon the surrender thereof at maturity or the earlier redemption thereof at the Trust Office. Principal of and redemption premiums, if any, and interest on the Series 2011B Bonds shall be paid in lawful money of the United States of America.

Section 2.04 Form of Series 2011 Bonds. The Series 2011A Bonds and the Series 2011B Bonds, and the certificate of authentication and the assignment to appear thereon, shall be substantially in the forms attached hereto as Appendix A and Appendix B respectively, with necessary or appropriate variations, omissions and insertions as permitted or required by this Fifth Supplemental Indenture.

Section 2.05 Book-Entry System. The Series 2011 Bonds shall be initially issued as Book-Entry Bonds, in accordance with Section 2.12 of the Master Indenture.

Section 2.06 Redemption of Series 2011A Bonds.

(a) Optional Redemption. The Series 2011A Bonds maturing on or before November 1, 20__ are not subject to optional redemption by the Agency. The Series 2011A Bonds maturing on or after November 1, 20__ shall be subject to redemption as a whole, or in part among maturities as the Agency shall designate (which designation shall be in writing and shall be delivered to the Trustee no later than 45 days [or such shorter period as acceptable to the Trustee] prior to the redemption date) and by lot within a maturity, in integral multiples of $5,000 of Final Compounded Amount, on any date on or after November 1, 20__, at a redemption price equal to [100] percent of the Accreted Value of the called Series 2011A Bonds on the redemption date, without premium.

(b) Mandatory Sinking Account Redemption. The Series 2011A Bonds are not subject to mandatory sinking account redemption prior to maturity.

Section 2.07 Redemption of Series 2011B Bonds.

(a) Optional Redemption. The Series 2011B Bonds maturing on or before November 1, 20__ are not subject to optional redemption by the Agency. The Series 2011B Bonds maturing on or after November 1, 20__ shall be subject to redemption as a whole or in part, by such maturities as the Agency shall designate (which designation shall be in writing and shall be delivered to the Trustee no later than 45 days [or such shorter period as acceptable to the Trustee] prior to the redemption date), prior to their respective maturities at the option of the Agency on any date on or after November 1, 20__, from funds derived by the Agency from any source, at a redemption price equal to [100] percent of the principal amount of Series 2011B Bonds called for redemption, together with interest accrued thereon to the redemption date.

(b) Mandatory Sinking Account Redemption. The Series 2011B Bonds maturing on November 1, 20__ are subject to redemption prior to their stated maturity, in part by lot, from Sinking Account Installments deposited in the Sinking Account, at the principal amount thereof and interest accrued thereon to the date fixed for redemption, without premium, according to the following schedule:

Redemption Date	Principal Amount

(November 1)	to be Redeemed

* maturity.

The Series 2011B Bonds maturing on November 1, 20__ are subject to redemption prior to their stated maturity, in part by lot, from Sinking Account Installments deposited in the Sinking Account, at the principal amount thereof and interest accrued thereon to the date fixed for redemption, without premium, according to the following schedule:

Redemption Date (November 1)	Principal Amount to be Redeemed

* maturity.

Section 2.08 General Redemption Provisions. Except as otherwise provided in this Fifth Supplemental Indenture, the provisions set forth in Section 2.04(c) of the Master Indenture shall apply to the Series 2011 Bonds. Without limiting the provisions set forth elsewhere in the Indenture, it is hereby clarified that the Agency shall have the right to rescind any optional redemption by written notice of rescission. Any notice of optional redemption of Series 2011 Bonds shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Series 2011 Bonds then called for redemption. Neither such cancellation nor lack of available funds shall constitute an Event of Default under the Indenture. The Agency and the Trustee shall have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall send notices of rescission of such redemption in the same manner as the original notices of redemption were sent.

Section 2.09 Application of Proceeds of Series 2011 Bonds.

(a) On the Closing Date, the Trustee shall receive proceeds from the sale of the Series 2011A Bonds in the amount of $___________ (representing the aggregate principal amount of the Series 2011A Bonds, less an underwriter's discount of $________). Immediately upon receipt, the Trustee shall (i) transfer $________ of such proceeds to the Agency for deposit in the Series 2011A Account of the Redevelopment Fund (which account the Agency shall establish upon issuance of the Series 2011A Bonds), (ii) deposit the amount of $_________ in the Series 2011A Subaccount of the Reserve Account, and (iii) deposit the balance of $_________ in the Series 2011A Expense Account of the Expense Fund.

(b) On the Closing Date, the Trustee shall receive proceeds from the sale of the Series 2011B Bonds in the amount of $___________ (representing the aggregate principal amount of the Series 2011B Bonds, [plus/minus] a net original issue [premium/discount] of $__________, and less an underwriter's discount of $________). Immediately upon receipt, the Trustee shall (i) transfer $________ of such proceeds to the Agency for deposit in the Series

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2011B Account of the Redevelopment Fund (which account the Agency shall establish upon issuance of the Series 2011B Bonds), (ii) deposit the amount of $_________ in the Series 2011B Subaccount of the Reserve Account, and (iii) deposit the balance of $_________ in the Series 2011B Expense Account of the Expense Fund.

ARTICLE III
MISCELLANEOUS

Section 3.01 Executions in Counterparts. This Fifth Supplemental Indenture may be executed in any number of counterparts, each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, as many of them as the Agency and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Culver City Redevelopment Agency has caused this Fifth Supplemental Indenture to be signed in its name and on its behalf by one of its duly authorized officers and U.S. Bank National Association to evidence its acceptance of the trusts hereby created, has caused this Fifth Supplemental Indenture to be signed in its name and behalf by one of its duly authorized officers all as of the date first above written.

CULVER CITY REDEVELOPMENT AGENCY

By:_________________________________
Executive Director

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:_________________________________
Authorized Officer

APPENDIX A

[Form of Series 2011A Bond]

[Unless this certificate is presented by an authorized representative of the Depository Trust Company, a New York Corporation ("DTC"), to the Culver Redevelopment Agency or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

No. R-__ $______

CULVER CITY REDEVELOPMENT AGENCY
TAX ALLOCATION CAPITAL APPRECIATION BOND, 2011 SERIES A
(CULVER CITY REDEVELOPMENT PROJECT)

YIELD TO MATURITY	MATURITY DATE	ORIGINAL ISSUE DATE:	CUSIP:
%	November 1, 20__	________, 2011	

REGISTERED OWNER: CEDE & CO.

INITIAL PRINCIPAL AMOUNT: ______________________________ DOLLARS

FINAL COMPOUNDED AMOUNT: ___________________________ DOLLARS

The Culver City Redevelopment Agency, a public body, corporate and politic, duly organized and existing under and pursuant to the laws of the State of California (the "Agency"), for value received hereby promises to pay to the registered owner specified above, or registered assigns, in lawful money of the United States of America, either the Final Compounded Amount identified above on the Maturity Date or the Accreted Value, plus any applicable redemption premium, upon redemption prior to maturity. "Accreted Value," with respect to any Series 2011A Bond, means as of any date of calculation, the sum of the Initial Principal Amount thereof and the interest accrued thereon to such date of calculation, compounded from the Original Issue Date at the stated Yield to Maturity thereof on each May 1 and November 1, commencing November 1, 2011. Interest on each Series 2011A Bond shall be computed using a year of 360 days of twelve 30-day months and shall be payable (i) at maturity as part of the Final Compounded Amount, or (ii) at redemption as part of the Accreted Value to the redemption date. The Final Compounded Amount, or the Accreted Value and redemption premium (if any), as applicable, with respect to any Series 2011A Bond shall be paid upon presentation and surrender thereof, at maturity or the prior redemption thereof, at the

This Series 2011A Bond is one of a duly authorized issue of bond of the Agency designated "Culver City Redevelopment Agency Tax Allocation Capital Appreciation Bonds, 2011 Series A (Culver City Redevelopment Project)" (the "Series 2011A Bonds"), limited in aggregate initial principal amount to $__________, issued under the provisions of the Community Redevelopment Law of the State of California, as supplemented and amended (the "Law"), and pursuant to the provisions of an Indenture, dated as of October 1, 1999 (the "Master Indenture"), as amended and supplemented by a First Supplemental Indenture, dated as of April 1, 2002, a Second Supplemental Indenture, dated as of April 1, 2004, a Third Supplemental Indenture, dated as of November 1, 2005, a Fourth Supplemental Indenture, dated as of June 11, 2007, and a Fifth Supplemental Indenture, dated as of March 1, 2011 (the Master Indenture, as so amended and supplemented, and as the same may be further amended and supplemented from time to time in accordance with the terms thereof, the "Indenture"), by and between the Agency and the Trustee. All Series 2011A Bonds are equally and ratably secured in accordance with the terms and conditions of the Indenture. Reference is hereby made to the Indenture and to the Law for (i) a description of the terms on which the Series 2011A Bonds are issued, (ii) the provisions with regard to the nature and extent of the security provided for the Series 2011A Bonds and of the nature, extent and manner of enforcement of such security, and (iii) a statement of the rights of the registered owners of the Series 2011A Bonds. All the terms of the Indenture and the Law are hereby incorporated herein and constitute a contract between the Agency and the Owner from time to time of this Series 2011A Bond. By acceptance of hereof, the Owner of this Series 2011A Bond consents and agrees to all the provisions of the Indenture and the Law. Each Owner hereof shall have recourse to all the provisions of the Law and the Indenture and shall be bound by all the terms and conditions thereof.

The Series 2011A Bonds are issued to provide funds to aid in the financing of costs of the Culver City Redevelopment Project, a duly adopted redevelopment project in Culver City, California, as more particularly described in the Indenture. The Series 2011A Bonds are special obligations of the Agency and are payable, as to interest thereon, principal thereof and any premiums upon the redemption thereof, exclusively from the Tax Revenues (as that term is defined in the Indenture) and certain other funds, and the Agency is not obligated to pay them except from the Tax Revenues and such other funds. The Series 2011A Bonds and all other Bonds (defined below) issued under the Indenture are equally secured by a pledge of, and charge and lien upon, the Tax Revenues. The Tax Revenues constitute a trust fund for the security and payment of the interest on and principal of and redemption premiums, if any, on the Series 2011A Bonds. The Series 2011A Bonds rank on a parity with the Agency's Tax Allocation Bonds, 1999 Series A (Culver City Redevelopment Project) (the "Series 1999 Bonds"), the Tax Allocation Bonds, 2002 Series A (Culver City Redevelopment Project) (the "Series 2002 Bonds"), Tax Allocation Refunding Bonds, 2004 Series A (Culver City Redevelopment Project) (the "Series 2004 Bonds"), Tax Allocation Refunding Bonds, 2005 Series A (Culver City Redevelopment Project) (the "Series 2005 Bonds"), and Taxable Tax Allocation Bonds, 2011 Series B (Culver City Redevelopment Project) (the "Series 2011B Bonds"), but are subordinate to the Agency's obligations with respect to loans relating to certain outstanding bonds issued by the Culver City Redevelopment Financing Authority in 1993, all as more particularly described in the Indenture. Additional tax allocation bonds payable from the Tax Revenues may be issued which will rank equally as to security with the Series 1999 Bonds, the Series 2002 Bonds, the Series 2004 Bonds, the Series 2005 Bonds, the Series 2011A Bonds and the Series 2011B Bonds but only subject to the terms and conditions set forth in the Indenture.

The Agency covenants and warrants that, for the payment of the interest on and principal of and redemption premium, if any, on this Series 2011A Bond and all other Bonds issued under

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the Indenture when due, there has been created and will be maintained by the Trustee a special fund into which all Tax Revenues transferred to the Trustee pursuant to the Indenture shall be deposited, and as an irrevocable charge the Agency has allocated the Tax Revenues to the payment of the interest on and principal of and redemption premiums, if any, on the Bonds, and the Agency will pay promptly when due the interest on and principal of and redemption premium, if any, on this Series 2011A Bond and all other Series 2011A Bonds of this issue, the Series 1999 Bonds, the Series 2002 Bonds, the Series 2004 Bonds, the Series 2005 Bonds and the Series 2011B Bonds and all additional tax allocation bonds authorized by the Indenture (collectively, the "Bonds") out of said special fund, all in accordance with the terms and provisions set forth in the Indenture.

The Series 2011A Bonds maturing on or before November 1, 20__ are not subject to optional redemption by the Agency. The Series 2011A Bonds maturing on or after November 1, 20__ shall be subject to redemption as a whole, or in part among maturities as the Agency shall designate and by lot within a maturity, in integral multiples of $5,000 of Final Compounded Amount, on any date on or after November 1, 20__, at a redemption price equal to [100] percent of the Accreted Value of the called Series 2011A Bonds on the redemption date, without premium.

As provided in the Indenture, notice of redemption of this Series 2011A Bond shall be mailed by first class mail not less than 30 days before the redemption date to the registered owner hereof (or with respect to notices to be received by DTC or its nominee, any Information Services or Securities Depository, by such transmission method as acceptable to such entity), but failure to receive such notice shall not affect the sufficiency of such proceedings for redemption. If notice of redemption has been duly given as aforesaid and money for payment of the above-described redemption price is held by the Trustee, then such Series 2011A Bonds shall, on the redemption date designated in such notice, become due and payable at the above-described redemption price; and from and after the date so designated interest on the Series 2011A Bonds so called for redemption shall cease to accrue and registered owners of such Series 2011A Bonds shall have no rights in respect thereof except to receive payment of such redemption price thereof.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture; except that the Indenture provides that in certain events such declaration and its consequences may be rescinded by the Owners of at least a majority in aggregate principal amount of the Bonds then outstanding.

The Owner of any Series 2011A Bond or Series 2011A Bonds may surrender the same at the Trust Office in exchange for an equal aggregate principal amount of fully registered Series 2011A Bonds of any other authorized denominations, in the manner, subject to the conditions and upon the payment of the charges provided in the Indenture.

This Series 2011A Bond is transferable, as provided in the Indenture, only upon a register to be kept for that purpose at the Trust Office by the Owner hereof in person, or by such registered owner's duly authorized attorney, upon surrender of this Series 2011A Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or such Owner's duly authorized attorney, and thereupon a new fully registered Series 2011A Bond or Series 2011A Bonds, in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Agency and the Trustee may deem and treat the person in whose name this Series 2011A Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the interest hereon and principal hereof and redemption premium, if any, hereon and for all other purposes. The Trustee shall not be required to register the transfer or exchange of any Series 2011A Bond during the period in which the Trustee is selecting Series 2011A Bonds for redemption or any Series 2011A Bond selected for redemption.

The rights and obligations of the Agency and of the registered owners of the Bonds may be amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such amendment shall (1) extend the maturity of this Series 2011A Bond, or reduce the interest rate hereon, or otherwise alter or impair the obligation of the Agency to pay the interest hereon or principal hereof or any premium payable on the redemption hereof at the time and place and at the rate and in the currency provided herein, without the express written consent of the Owner of this Series 2011A Bond, or (2) permit the creation by the Agency of any mortgage, pledge or lien upon the Tax Revenues superior to or on a parity with the pledge and lien created in the Indenture for the benefit of the Bonds authorized by the Indenture, or (3) reduce the percentage of Bonds required for the written consent to an amendment of the Indenture, or (4) modify any rights or obligations of the Trustee without its prior written assent thereto; all as more fully set forth in the Indenture.

This Series 2011A Bond is not a debt of the City of Culver City, the State of California or any of its political subdivisions, and neither said City, said State nor any of its political subdivisions is liable hereon, nor in any event shall this Series 2011A Bond or any interest hereon or any redemption premium hereon be payable out of any funds or properties other than those of the Agency. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and neither the members of the Agency nor any persons executing the Bonds shall be personally liable on the Bonds by reason of their issuance.

This Series 2011A Bond shall not be entitled to any benefits under the Indenture or become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been manually signed by the Trustee.

It is hereby certified that all of the acts, conditions and things required to exist, to have happened or to have been performed precedent to and in the issuance of this Series 2011A Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the amount of this Series 2011A Bond, together with all other indebtedness of the Agency, does not exceed any limit prescribed by the Constitution or laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

IN WITNESS WHEREOF, the Culver City Redevelopment Agency has caused this Series 2011A Bond to be executed in its name and on its behalf by its Chairman and attested by its Secretary, and has caused its seal to be reproduced hereon, all as of the Dated Date first written above.

CULVER CITY REDEVELOPMENT AGENCY

By:________________________________
Chairman

(Seal)

Attest:

____
Secretary

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This is one of the Series 2011A Bonds described in the within-mentioned Indenture.

Date: ______________________

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By ____________________________________
Authorized Signatory

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto ____, whose tax identification number is _____________, the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) ____ ____ attorney to transfer the same on the books of the Trustee with full power of substitution in the premises.

Dated: ____________________

Signature guaranteed:

____
NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

____
NOTICE: Signature must be guaranteed by a member of an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or other similar program.

APPENDIX B

[Form of Series 2011B Bond]

[Unless this certificate is presented by an authorized representative of the Depository Trust Company, a New York Corporation ("DTC"), to the Culver Redevelopment Agency or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

No. R-__ $______

CULVER CITY REDEVELOPMENT AGENCY
TAXABLE TAX ALLOCATION BOND, 2011 SERIES B
(CULVER CITY REDEVELOPMENT PROJECT)

RATE OF INTEREST	MATURITY DATE	ORIGINAL ISSUE DATE:	CUSIP:
%	November 1, 20__	________, 2011	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: ________________________________ DOLLARS

The Culver City Redevelopment Agency, a public body, corporate and politic, duly organized and existing under and pursuant to the laws of the State of California (the "Agency"), for value received hereby promises to pay to the registered owner specified above, or registered assigns, on the Maturity Date specified above the Principal Amount specified above, together with interest thereon from the interest payment date next preceding the date of authentication of this Series 2011B Bond (unless (i) this Series 2011B Bond is authenticated during the period from the 16th day of the month next preceding an interest payment date to and including such interest payment date, in which event it shall bear interest from such interest payment date, or (ii) this Series 2011B Bond is authenticated on or before the 15th day of the month next preceding the first interest payment date, in which event it shall bear interest from the Original Issue Date shown above) until the principal hereof shall have been paid, at the Rate of Interest specified above, payable on [November] 1, 2011, and semiannually thereafter on May 1 and November 1 in each year. Both the interest hereon and principal hereof are payable in lawful money of the United States of America. The principal (or redemption price) hereof is payable upon surrender hereof at maturity or the earlier redemption hereof at the corporate trust office of U.S. Bank National Association (the "Trustee") in St. Paul, Minnesota, or at such other office as the Trustee may designate (the "Trust Office"). Interest hereon is payable by check mailed on each interest payment date by first class mail to the person in whose name this Series 2011B Bond is registered at the close of business on the 15th day of the month next preceding the applicable interest payment date at such person's address as it appears on the registration books of the Trustee, or upon written request received by the Trustee prior to the 15th day of the month preceding an interest payment date of a registered owner (an "Owner") of at least $1,000,000 in aggregate principal amount of outstanding Series 2011B Bonds, by transfer in immediately available funds to an account within the continental United States designated by such Owner.

This Series 2011B Bond is one of a duly authorized issue of bond of the Agency designated "Culver City Redevelopment Agency Taxable Tax Allocation Bonds, 2011 Series B (Culver City Redevelopment Project)" (the "Series 2011B Bonds"), limited in aggregate principal amount to $____________, issued under the provisions of the Community Redevelopment Law of the State of California, as supplemented and amended (the "Law"), and pursuant to the provisions of an Indenture, dated as of October 1, 1999 (the "Master Indenture"), as amended and supplemented by a First Supplemental Indenture, dated as of April 1, 2002, a Second Supplemental Indenture, dated as of April 1, 2004, a Third Supplemental Indenture, dated as of November 1, 2005, a Fourth Supplemental Indenture, dated as of June 11, 2007, and a Fifth Supplemental Indenture, dated as of March 1, 2011 (the Master Indenture, as so amended and supplemented, and as the same may be further amended and supplemented from time to time in accordance with the terms thereof, the "Indenture"), by and between the Agency and the Trustee. All Series 2011B Bonds are equally and ratably secured in accordance with the terms and conditions of the Indenture. Reference is hereby made to the Indenture and to the Law for (i) a description of the terms on which the Series 2011B Bonds are issued, (ii) the provisions with regard to the nature and extent of the security provided for the Series 2011B Bonds and of the nature, extent and manner of enforcement of such security, and (iii) a statement of the rights of the registered owners of the Series 2011B Bonds. All the terms of the Indenture and the Law are hereby incorporated herein and constitute a contract between the Agency and the Owner from time to time of this Series 2011B Bond. By acceptance of hereof, the Owner of this Series 2011B Bond consents and agrees to all the provisions of the Indenture and the Law. Each Owner hereof shall have recourse to all the provisions of the Law and the Indenture and shall be bound by all the terms and conditions thereof.

The Series 2011B Bonds are issued to provide funds to aid in the financing of costs of the Culver City Redevelopment Project, a duly adopted redevelopment project in Culver City, California, as more particularly described in the Indenture. The Series 2011B Bonds are special obligations of the Agency and are payable, as to interest thereon, principal thereof and any premiums upon the redemption thereof, exclusively from the Tax Revenues (as that term is defined in the Indenture) and certain other funds, and the Agency is not obligated to pay them except from the Tax Revenues and such other funds. The Series 2011B Bonds and all other Bonds (defined below) issued under the Indenture are equally secured by a pledge of, and charge and lien upon, the Tax Revenues. The Tax Revenues constitute a trust fund for the security and payment of the interest on and principal of and redemption premiums, if any, on the Series 2011B Bonds. The Series 2011B Bonds rank on a parity with the Agency's Tax Allocation Bonds, 1999 Series A (Culver City Redevelopment Project) (the "Series 1999 Bonds"), the Tax Allocation Bonds, 2002 Series A (Culver City Redevelopment Project) (the "Series 2002 Bonds"), Tax Allocation Refunding Bonds, 2004 Series A (Culver City Redevelopment Project) (the "Series 2004 Bonds"), Tax Allocation Refunding Bonds, 2005 Series A (Culver City Redevelopment Project) (the "Series 2005 Bonds") and Tax Allocation Capital Appreciation Bonds, 2011 Series A (Culver City Redevelopment Project) (the "Series 2011B Bonds"), but are subordinate to the Agency's obligations with respect to loans relating to certain outstanding bonds issued by the Culver City Redevelopment Financing Authority in 1993, all as more particularly described in the Indenture. Additional tax allocation bonds payable from the Tax Revenues may be issued which will rank equally as to security with the Series 1999 Bonds, the Series 2002 Bonds, the Series 2004 Bonds, the Series 2005 Bonds, the Series 2011A Bonds and Series 2011B Bonds but only subject to the terms and conditions set forth in the Indenture.

The Agency covenants and warrants that, for the payment of the interest on and principal of and redemption premium, if any, on this Series 2011B Bond and all other Bonds issued under the Indenture when due, there has been created and will be maintained by the Trustee a special fund into which all Tax Revenues transferred to the Trustee pursuant to the Indenture shall be deposited, and as an irrevocable charge the Agency has allocated the Tax Revenues to the payment of the interest on and principal of and redemption premiums, if any, on the Bonds, and the Agency will pay promptly when due the interest on and principal of and redemption premium, if any, on this Series 2011B Bond and all other Series 2011B Bonds of this issue, the Series 1999 Bonds, the Series 2002 Bonds, the Series 2004 Bonds, the Series 2005 Bonds and the Series 2011A Bonds and all additional tax allocation bonds authorized by the Indenture (collectively, the "Bonds") out of said special fund, all in accordance with the terms and provisions set forth in the Indenture.

The Series 2011B Bonds maturing on or before November 1, 20__ are not subject to optional redemption by the Agency. The Series 2011B Bonds maturing on or after November 1, 20__ shall be subject to redemption as a whole or in part, by such maturities as the Agency shall designate, prior to their respective maturities at the option of the Agency on any date on or after November 1, 20__, from funds derived by the Agency from any source, at a redemption price equal to [100] percent of the principal amount of Series 2011B Bonds called for redemption, together with interest accrued thereon to the redemption date.

The Series 2011B Bonds maturing on November 1, 20__ and November 1, 20__ shall be subject to mandatory sinking fund redemption by lot, at a redemption price equal to the principal amount thereof to be redeemed, without premium, on November 1 of each year commencing November 1, 20__ and November 1, 20__, respectively, in the aggregate respective principal amounts set forth in the Indenture.

As provided in the Indenture, notice of redemption of this Series 2011B Bond shall be mailed by first class mail not less than 30 days before the redemption date to the registered owner hereof (or with respect to notices to be received by DTC or its nominee, any Information Services or Securities Depository, by such transmission method as acceptable to such entity), but failure to receive such notice shall not affect the sufficiency of such proceedings for redemption. If notice of redemption has been duly given as aforesaid and money for payment of the above-described redemption price is held by the Trustee, then such Series 2011B Bonds shall, on the redemption date designated in such notice, become due and payable at the above-described redemption price; and from and after the date so designated interest on the Series 2011B Bonds so called for redemption shall cease to accrue and registered owners of such Series 2011B Bonds shall have no rights in respect thereof except to receive payment of such redemption price thereof.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture; except that the Indenture provides that in certain events such declaration and its consequences may be rescinded by the Owners of at least a majority in aggregate principal amount of the Bonds then outstanding.

The Owner of any Series 2011B Bond or Series 2011B Bonds may surrender the same at the Trust Office in exchange for an equal aggregate principal amount of fully registered Series 2011B Bonds of any other authorized denominations, in the manner, subject to the conditions and upon the payment of the charges provided in the Indenture.

This Series 2011B Bond is transferable, as provided in the Indenture, only upon a register to be kept for that purpose at the Trust Office by the Owner hereof in person, or by such registered owner's duly authorized attorney, upon surrender of this Series 2011B Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or such Owner's duly authorized attorney, and thereupon a new fully registered Series 2011B Bond or Series 2011B Bonds, in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Agency and the Trustee may deem and treat the person in whose name this Series 2011B Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the interest hereon and principal hereof and redemption premium, if any, hereon and for all other purposes. The Trustee shall not be required to register the transfer or exchange of any Series 2011B Bond during the period in which the Trustee is selecting Series 2011B Bonds for redemption or any Series 2011B Bond selected for redemption.

The rights and obligations of the Agency and of the registered owners of the Bonds may be amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such amendment shall (1) extend the maturity of this Series 2011B Bond, or reduce the interest rate hereon, or otherwise alter or impair the obligation of the Agency to pay the interest hereon or principal hereof or any premium payable on the redemption hereof at the time and place and at the rate and in the currency provided herein, without the express written consent of the Owner of this Series 2011B Bond, or (2) permit the creation by the Agency of any mortgage, pledge or lien upon the Tax Revenues superior to or on a parity with the pledge and lien created in the Indenture for the benefit of the Bonds authorized by the Indenture, or (3) reduce the percentage of Bonds required for the written consent to an amendment of the Indenture, or (4) modify any rights or obligations of the Trustee without its prior written assent thereto; all as more fully set forth in the Indenture.

This Series 2011B Bond is not a debt of the City of Culver City, the State of California or any of its political subdivisions, and neither said City, said State nor any of its political subdivisions is liable hereon, nor in any event shall this Series 2011B Bond or any interest hereon or any redemption premium hereon be payable out of any funds or properties other than those of the Agency. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction; and neither the members of the Agency nor any persons executing the Bonds shall be personally liable on the Bonds by reason of their issuance.

This Series 2011B Bond shall not be entitled to any benefits under the Indenture or become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been manually signed by the Trustee.

It is hereby certified that all of the acts, conditions and things required to exist, to have happened or to have been performed precedent to and in the issuance of this Series 2011B Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the amount of this Series 2011B Bond, together with all other indebtedness of the Agency, does not exceed any limit prescribed by the Constitution or laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

IN WITNESS WHEREOF, the Culver City Redevelopment Agency has caused this Series 2011B Bond to be executed in its name and on its behalf by its Chairman and attested by its Secretary, and has caused its seal to be reproduced hereon, all as of the Dated Date first written above.

CULVER CITY REDEVELOPMENT AGENCY

By:______________________________
Chairman

(Seal)

Attest:

____
Secretary

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This is one of the Series 2011B Bonds described in the within-mentioned Indenture.

Date: ____________________

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By ________________________________
Authorized Signatory

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto ____, whose tax identification number is _____________, the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) ______________________________________ ____ attorney to transfer the same on the books of the Trustee with full power of substitution in the premises.

Dated: ___________________

Signature guaranteed:

____
NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

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NOTICE: Signature must be guaranteed by a member of an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or other similar program.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the dated date of the Official Statement. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

New Issue - Full Book Entry

Attachment 5

Ratings:
Standard & Poor's: "__"
(See "CONCLUDING INFORMATION - Ratings")

In the opinion of Richards, Watson & Gershon, A Professional Corporation, Los Angeles, California, Bond Counsel, under existing law (i) assuming continuing compliance with certain covenants and the accuracy of certain representations, interest on the 2011 Series A Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Interest on the 2011 Series A Bonds may be subject to certain federal taxes imposed only on certain corporations, including the corporate alternative minimum tax on a portion of that interest. It is not the intent of the Agency that interest on the 2011 Series B Bonds be exempt for federal income tax purposes and Bond Counsel expresses no opinion on whether such interest is excluded from gross income of the owners of the 2011 Series B Bonds. In the further opinion of Bond Counsel, interest on the 2011 Series A Bonds and 2011 Series B Bonds is exempt from personal income taxation by the State of California. For a more complete discussion of the tax aspects, see "CONCLUDING INFORMATION – Tax Matters" herein.

$[Series A principal amount]*
CULVER CITY REDEVELOPMENT AGENCY
Tax Allocation Bonds, 2011 Series A
(Culver City Redevelopment Project)

$[Series B principal amount]*
CULVER CITY REDEVELOPMENT AGENCY
Taxable Tax Allocation Bonds, 2011 Series B
(Culver City Redevelopment Project)

Dated: Date of Delivery

Due: November 1, as shown on the inside front cover

This cover page contains certain information for quick reference only. It is not intended to be a summary of all factors relating to an investment in the 2011 Bonds. Investors should review the entire Official Statement before making any investment decision. Attention is hereby directed to certain risk factors more fully described herein.

The Culver City Redevelopment Agency (the "Agency") is issuing the above-captioned bonds (the "2011 Series A Bonds" and the "2011 Series B Bonds," and collectively, the "2011 Bonds") pursuant to an Indenture, dated as of October 1, 1999, as amended by a First Supplemental Indenture, dated as of April 1, 2002, a Second Supplemental Indenture, dated as of April 1, 2004, a Third Supplemental Indenture, dated as of November 1, 2005, a Fourth Supplemental Indenture, dated as of June 11, 2007, and a Fifth Supplemental Indenture, dated as of March 1, 2011 (collectively, the "Indenture") between the Agency and U.S. Bank National Association, as trustee (the "Trustee"). Proceeds of the 2011 Bonds will be used to (i) finance certain redevelopment activities of the Agency within the Culver City Redevelopment Project (the "Project Area"), (ii) provide for a debt service reserve for the 2011 Bonds, and (iii) pay the costs of issuing the 2011 Bonds. See "FINANCING PLAN."

The 2011 Series A Bonds will be issued as Capital Appreciation Bonds ("Capital Appreciation Bonds"), the interest on which is compounded semiannually on May 1 and November 1 of each year (each an "Interest Payment Date") until the maturity date or earlier redemption thereof. The 2011 Series B Bonds will be issued as Current Interest Bonds ("Current Interest Bonds"), the interest on which is payable semianually on each Interest Payment Date, commencing November 1, 2011. The Capital Appreciation Bonds will be issued in denominations of Initial Principal Amount and will reflect denominations of $5,000 Final Compounded Amount or any integral multiple thereof. The 2011 Series B Bonds will be issued in denominations of $5,000 or any integral multiple thereof. The 2011 Bonds will be delivered as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to ultimate purchasers ("Beneficial Owners"), under the book-entry system maintained by DTC. Beneficial Owners will not be entitled to receive delivery of certificates representing their ownership interest in the Bonds. The principal of, premium if any, and semiannual interest on the 2011 Bonds will be payable by the Trustee to DTC for subsequent disbursement to DTC Participants, so long as DTC or its nominee remains the registered owner of the Bonds. See "THE 2011 BONDS – Description" and "APPENDIX G – Book Entry-Only System."

The 2011 Series A Bonds are subject to optional redemption. The 2011 Series A Bonds are *not* subject to mandatory redemption. The 2011 Series B Bonds are subject to optional redemption and mandatory redemption. See "THE 2011 BONDS – Redemption."

The 2011 Bonds are secured by and payable from "Tax Revenues." Tax Revenues generally consist of tax increment revenues to be derived from the Agency's Project Area and amounts on deposit in certain funds and accounts established pursuant to the Indenture, less (i) amounts needed to make loan payments on certain outstanding senior loans of the Agency, (ii) unsubordinated pass-through obligations, and (iii) amounts to be deposited in the Low and Moderate Income Housing Fund. See "SECURITY FOR THE 2011 BONDS." The receipt of Tax Revenues is subject to certain risks and limitations. See "RISK FACTORS" and "LIMITATIONS ON TAX REVENUES AND POSSIBLE SPENDING LIMITATIONS."

THE 2011 BONDS ARE NOT A DEBT OF THE CITY OF CULVER CITY (THE "CITY"), THE STATE OF CALIFORNIA, OR ANY OF THEIR POLITICAL SUBDIVISIONS OTHER THAN THE AGENCY, AND NEITHER THE CITY, THE STATE NOR ANY OF THEIR POLITICAL SUBDIVISIONS, OTHER THAN THE AGENCY, IS LIABLE THEREFOR. THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE 2011 BONDS ARE PAYABLE SOLELY FROM TAX REVENUES ALLOCATED TO THE AGENCY FROM THE PROJECT AREA AND AMOUNTS IN CERTAIN FUNDS AND ACCOUNTS HELD UNDER THE INDENTURE. NEITHER THE OFFICERS OF THE AGENCY OR THE CITY, NOR ANY PERSONS EXECUTING THE 2011 BONDS, ARE LIABLE PERSONALLY ON THE 2011 BONDS BY REASON OF THEIR ISSUANCE.

MATURITY SCHEDULE
(See inside front cover)

The 2011 Bonds are offered when, as and if issued and accepted by the Underwriter, subject to approval as to legality by Richards, Watson & Gershon, A Professional Corporation, Los Angeles, California, Bond Counsel, and subject to certain other conditions. Richards, Watson & Gershon, A Professional Corporation, Los Angeles, California, is also serving as Disclosure Counsel to the Agency. Certain legal matters will be passed on for the Agency by Kane Ballmer & Berkman, Los Angeles, California. Certain legal matters will be passed on for the Underwriter by Jones Hall, A Professional Law Corporation, San Francisco, California. It is anticipated that the 2011 Bonds, in book-entry form, will be available for delivery to DTC in New York, New York on or about March __, 2011.

Stone & Youngberg

Dated: February __, 2011

* Preliminary, subject to change.

MATURITY SCHEDULE*

$[Series A principal amount]*
CULVER CITY REDEVELOPMENT AGENCY
Tax Allocation Bonds, 2011 Series A
(Culver City Redevelopment Project)

$_______ Capital Appreciation Bonds

Maturity Date (November 1)	Initial Principal Amount	Yield to Maturity	Final Compounded Amount	CUSIP† (Base: _______)

$[Series B principal amount]*
CULVER CITY REDEVELOPMENT AGENCY
Taxable Tax Allocation Bonds, 2011 Series B
(Culver City Redevelopment Project)

$_______ Current Interest Bonds

Maturity Date (November 1)	Principal Amount	Interest Rate	Price	CUSIP† (Base: _______)

$________ ________% Term Bond due November 1, 20__, Price: ___% CUSIP:† ________

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* Preliminary; subject to change.

† Copyright 2011, American Bankers Association. CUSIP data herein are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc., and are provided for convenience of reference only. Neither the Agency nor the Underwriter assumes any responsibility for the accuracy of these CUSIP data.

CULVER CITY REDEVELOPMENT AGENCY

CITY COUNCIL /AGENCY MEMBERS

Christopher Armenta, *Mayor, Agency Member*
Micheal O'Leary, *Vice-Mayor, Agency Chair*
D. Scott Malsin, *Council Member, Agency Vice Chair*
Andrew Weissman, *Council Member, Agency Member*
Jeffrey Cooper, *Council Member, Agency Member*

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Fiscal Consultant
Keyser Marston Associates, Inc.
Los Angeles, California

Financial Advisor
Fieldman, Rolapp & Associates
Irvine, California

Trustee
U.S. Bank National Association
Los Angeles, California

No dealer, broker, salesperson or other person has been authorized by the Agency to give any information or to make any representations other than those contained herein. If given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any of the Bonds by any person in any jurisdiction in which such offer of solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful for such person to make such an offer, solicitation or sale. This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matter of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of fact.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget," or other similar words and include, but are not limited to, statements under the caption "TAX REVENUES." The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. While the Agency has agreed to provide certain on-going financial and other data for a limited period of time the Agency does not plan to issue any updates or revisions to those forward-looking statements if or when the expectations or events, conditions or circumstances on which such statements are based change.

The information set forth herein has been obtained from the Agency and other sources that the Agency believes are reliable, but it is not guaranteed as to its accuracy or completeness. The information and expressions of opinions herein are subject to change without notice, and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Agency since the date hereof. All summaries of the resolutions, the Indenture, laws and statutes or other documents are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

The Bonds have not been registered under the Securities Act of 1933, as amended, nor has the Indenture been qualified under the Trust Agreement Act of 1939, as amended, in reliance upon an exception from the registration requirements contained in such acts. The Bonds have not been registered or qualified under the securities laws of any state.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SECURITIES OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL BONDS TO CERTAIN DEALERS AND OTHERS AT A PRICE LOWER THAN THE OFFERING PRICE. THE OFFERING PRICE MAY BE CHANGED FROM TIME TO TIME BY THE ORIGINAL PURCHASERS.

[REGIONAL LOCATION MAP]

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$[Series A principal amount]* **CULVER CITY REDEVELOPMENT AGENCY** **Tax Allocation Bonds, 2011 Series A** **(Culver City Redevelopment Project)**

$[Series B principal amount]* **CULVER CITY REDEVELOPMENT AGENCY** **Taxable Tax Allocation Bonds, 2011 Series B** **(Culver City Redevelopment Project)**

INTRODUCTION

This Official Statement, including the cover page, inside cover page, and appendices, is provided to furnish information in connection with the sale by the Culver City Redevelopment Agency (the "Agency") of $[Series A principal amount]* aggregate principal amount of Tax Allocation Bonds, 2011 Series A (Culver City Redevelopment Project) (the "Series A Bonds") and $[Series B principal amount]* aggregate principal amount of Taxable Tax Allocation Bonds, 2011 Series B (Culver City Redevelopment Project) (the "Series B Bonds" and together with the Series A Bonds, the "2011 Bonds"). This Introduction contains a brief summary of certain information contained in this Official Statement. It is not intended to be complete and is qualified by the more detailed information contained elsewhere in this Official Statement. Definitions of certain terms used in this Official Statement are set forth in "APPENDIX A – Summary of Certain Provisions of the Indenture."

The City. The City of Culver City, California (the "City"), is located on the western portion of Los Angeles County (the "County"), approximately five miles north of Los Angeles International Airport and five miles east of the Marina del Rey small craft harbor and the Pacific Ocean. The City was incorporated as a general law city in 1917 and became a charter city in 1947. For certain information regarding the City, see "APPENDIX C - Culver City General Information."

The Agency. The Agency is a redevelopment agency existing under the Community Redevelopment Law of the State of California (the "State"), constituting Part 1 of Division 24 (commencing with Section 33000) of the California Health and Safety Code, as amended (the "Redevelopment Law"). The Agency was activated on February 8, 1971 by an ordinance of the City Council, at which time the City Council declared itself to be the governing board of the Agency. See "THE AGENCY."

The Project Area. The Culver City Redevelopment Project (the "Project Area") was initially formed by the merger of the following three former project areas (each, a "Component Area") of the Agency:

Former Project Area	Component
Slauson-Sepulveda Redevelopment Project Area No. 1	"Component Area No. 1"
Overland-Jefferson Redevelopment Project Area No. 2	"Component Area No. 2"
Washington-Culver Redevelopment Project Area No. 3	"Component Area No. 3"

Under Ordinance No. 98-014 adopted by the City Council on November 23, 1998, each of the currently existing redevelopment plans for the Component Areas (each, a "Redevelopment Plan") were amended to provide, among other things, for the merging of the Component Areas into the Project Area. In addition, pursuant to Ordinance No. 98-015, adopted by the City Council on November 23, 1998, the Agency added territory known as "Component Area No. 4" to the Project Area. The Project Area includes 1,286 gross acres of land, representing residential, commercial, industrial and public land uses. The Project Area is now the sole redevelopment project area of the Agency.

* Preliminary, subject to change.

See "THE CULVER CITY REDEVELOPMENT PROJECT" for additional information on land use and property ownership within the Project Area.

Financing Purpose. Proceeds of the 2011 Bonds will be used to: (i) to finance certain redevelopment activities of the Agency within the Project Area; (ii) to fund a debt service reserve for the 2011 Bonds, which will equal the Reserve Account Requirement for the 2011 Bonds (as defined in the Indenture); and (iii) pay the costs of issuing the 2011 Bonds. See "FINANCING PLAN."

Authority for Issuance. The 2011 Bonds are being issued under the Redevelopment Law. The 2011 Bonds will be issued pursuant to and will be secured by the terms of an Indenture, dated as of October 1, 1999, as amended by (i) a First Supplemental Indenture, dated as of April 1, 2002, (ii) a Second Supplemental Indenture, dated as of April 1, 2004 and (iii) a Third Supplemental Indenture, dated as of November 1, 2005 (iv) a Fourth Supplemental Indenture, dated as of June 11, 2007, and (v) a Fifth Supplemental Indenture, dated as of March 1, 2011 (collectively, the "Indenture"), each by and between the Agency and U.S. Bank National Association, Los Angeles, California, as trustee (the "Trustee"). See "THE 2011 BONDS – Authority for Issuance."

Security for the 2011 Bonds. The 2011 Bonds are payable from and secured by Tax Revenues (as defined below), generally consisting of a portion of the tax increment eligible for allocation to the Agency pursuant to the Redevelopment Law from the Project Area.

Tax Revenues do not include tax increment used by the Agency to make payments on two outstanding loan agreements dated as of November 1, 1993 (the "Senior 1993 Loan Agreements") between the Agency and the Culver City Redevelopment Financing Authority (the "Authority"):

(i) Project No. 1 Loan Agreement (Senior Lien) dated as of November 1, 1993, and
(ii) Project No. 2 Loan Agreement (Senior Lien) dated as of November 1, 1993.

Payments by the Agency to the Authority under the Senior 1993 Loan Agreements are used by the Authority to pay debt service on its outstanding 1993 Tax Allocation Refunding Revenue Bonds (the "Senior 1993 Bonds") until their maturity on November 1, 2014.

Tax Revenues also do not include tax increment that the Agency is obligated by the Redevelopment Law to pass through to other taxing entities. See "THE CULVER CITY REDEVELOPMENT PROJECT – Statutory Pass Through Requirements".

Outstanding Senior and Parity Debt. The Agency has incurred the following outstanding senior loans and parity or subordinate bonded indebtedness:

Senior 1993 Loan Agreements; Senior 1993 Bonds. As a result of the Agency's obligations under the Senior 1993 Loan Agreements, the Senior 1993 Bonds are payable from tax increment generated in the Project Area on a senior basis to the Parity Bonds (each as defined below) and the 2011 Bonds. As a result of a partial refunding of the Senior 1993 Bonds in 2004, only one maturity of the Senior 1993 Bonds remains outstanding (maturing on November 1, 2014); as of November 2, 2010, the Senior 1993 Bonds will be outstanding in the principal amount of $19,800,000.

Parity Bonds. The 2011 Bonds are payable from and secured by Tax Revenues on parity with four outstanding series of the Agency's Bonds:

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(i) Tax Allocation Bonds, 1999 Series A (Culver City Redevelopment Project) (the "Parity 1999 Series A Bonds"), outstanding in the principal amount of $21,385,000 as of November 2, 2010 (with a final maturity date of November 1, 2025);

(ii) Tax Allocation Bonds, 2002 Series A (Culver City Redevelopment Project) (the "Parity 2002 Bonds"), outstanding in the principal amount of $19,650,000 as of November 2, 2010 (with a final maturity date of November 1, 2025);

(iii) Tax Allocation Refunding Bonds, 2004 Series A (Culver City Redevelopment Project) (the "Parity 2004 Bonds"), outstanding in the principal amount of $66,035,000 as of November 2, 2010 (with a final maturity date of November 1, 2023); and

(iv) Tax Allocation Refunding Bonds, 2005 Series A (Culver City Redevelopment Project) (the "Parity 2005 Bonds," and together with the Parity 1999 Series A Bonds, the Parity 2002 Bonds, and the Parity 2004 Bonds, the "Parity Bonds"), outstanding in the principal amount of $16,385,000 as of November 2, 2010 (with a final maturity date of November 1, 2023).

A portion of the debt service on the Senior 1993 Loan Agreements, the Parity 1999 Series A Bonds, the Parity 2004 Bonds and the Parity 2005 Bonds is payable from the Low and Moderate Income Housing Fund. See "THE CULVER CITY REDEVELOPMENT PROJECT - Low and Moderate Income Housing." See "THE AGENCY – Outstanding Agency Debt" for a description of these bonds as well as subordinate debt of the Agency. The 2011 Bonds, the Parity Bonds and future "Additional Bonds" (defined below) issued under the terms of the Indenture are collectively referred to in this Official Statement as the "Bonds."

Additional Bonds. The Indenture permits the Agency to issue additional bonds payable from Tax Revenues on a parity basis to the Bonds. See "SECURITY FOR THE 2011 BONDS – Issuance of Additional Bonds."

Possible Risk Factors. Any future decrease in the taxable valuation in the Project Area or in the applicable tax rates could reduce the Tax Revenues allocated to the Agency and correspondingly could have an adverse impact on the ability of the Agency to pay debt service on the 2011 Bonds. See "RISK FACTORS."

FINANCING PLAN

The Project

The Agency anticipates using the proceeds of the 2011 Bonds deposited to the Redevelopment Fund to fund the costs of public improvements and infrastructure in accordance with the Redevelopment Law, such as, but not limited to, the construction of several parking structures and infrastructure, median and streetscape improvements.

[The Agency plans on purchasing Cardiff Parking Structure from the City in order to have better control over implementation of downtown parking garages. A new parking structure on Washington Blvd. and Centinela Avenue will be built, which consists of three above-grade levels and one-half level below ground, with approximately 245 spaces. Five levels of above grade parking with approximately 350 spaces will be built on Hayden Tract.]

Estimated Sources and Uses of Funds

The anticipated sources and uses of funds relating to the 2011 Bonds are as follows:

	2011 Series A Bonds	2011 Series B Bonds
Sources		
Principal Amount	$	
[*Less/Plus*]: Original Issue [Discount/Premium]		
Less: Underwriter's Discount		
Total Sources of Funds		
Uses		
Redevelopment Fund	$	
Expense Fund(1)		
Reserve Account(2)		
Total Uses of Funds		

(1) Represents the costs of issuing the 2011 Bonds, and includes Trustee fees, Bond Counsel fees and expenses, fiscal consultant fees, financial advisor fees, printing costs, rating agency fees and other related costs.

(2) To be deposited in the Series 2011 Subaccount of the Reserve Account, and is equal to the Reserve Account Requirement for the 2011 Bonds. See "SECURITY FOR THE 2011 Bonds – Reserve Account."

THE 2011 BONDS

Authority for Issuance

The 2011 Bonds are being issued pursuant to the Redevelopment Law under the Indenture, a resolution of the Agency adopted on February 17, 2011, and a resolution of the City adopted on February 17, 2011.

Description

2011 Series A Bonds

The 2011 Series A Bonds will be issued in fully registered form in any denominations of Initial Principal Amount but will reflect denominations of $5,000 Final Compounded Amount or any integral multiple thereof. No 2011 Series A Bond will have more than one maturity date. The 2011 Series A Bonds will be dated the date of delivery (the "Closing Date"), will mature on November 1 in each of the years and in the Final Compounded Amounts set forth on the inside cover of this Official Statement. The 2011 Series A Bonds will be delivered on the Closing Date in the aggregate Initial Principal Amounts set forth on the inside cover of this Official Statement.

Interest on the Initial Principal Amount of each 2011 Series A Bond will be compounded semi-annually at the yields set forth on the inside cover of this Official Statement (such interest being equal to the difference between the Final Compounded Amounts and the Initial Principal Amounts thereof) from the Closing Date on each May 1 and November 1, commencing November 1, 2011, until maturity or earlier redemption thereof, computed using a year of 360 days of twelve 30-day months and will be payable (i) at maturity as part of the Final Compounded Amount, or (ii) at redemption as part of the Accreted Value to the redemption date. [A table of Accreted Values (as of each May 1 and November 1)

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of the 2011 Series A Bonds of each maturity per $5,0000 of Accreted Value at maturity is attached hereto as Appendix I.] The Final Compounded Amount, or the Accreted Value and redemption premium (if any), as applicable, with respect to any 2011 Series A Bond will be paid upon presentation and surrender thereof, at maturity or the prior redemption thereof, at the Trust Office, in lawful money of the United States of America.

2011 Series B Bonds

The 2011 Series B Bonds will be dated the Closing Date, will be issued as fully registered bonds in denominations of $5,000 or any integral multiple of $5,000, and will mature in the amounts and on the dates as set forth on the inside cover of this Official Statement. Interest on the 2011 Series B Bonds will be payable semiannually on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing November 1, 2011.

Interest due on the 2011 Series B Bonds will be calculated on the basis of a 360-day year composed of twelve 30-day months. Each 2011 Series B Bond will bear interest from the appropriate Interest Payment Date next preceding the date of authentication, unless (i) it is authenticated during the period from the day after the Record Date for an Interest Payment Date to and including such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (ii) it is authenticated on or prior to the Record Date for the first Interest Payment Date, in which event it will bear interest from the Closing Date, provided, however, if, at the time of authentication of any 2011 Series B Bond, interest with respect to that 2011 Series B Bond is in default, that 2011 Series B Bond will bear interest from the Interest Payment Date to which interest has been paid or made available for payment with respect to such 2011 Series B Bond. A "Record Date" means, with respect to any Interest Payment Date, the 15th calendar day of the month immediately preceding such Interest Payment Date, whether or not such day is a Business Day.

Payment of interest on the 2011 Series B Bonds is payable in lawful money of the United States of America on each appropriate Interest Payment Date to the registered owner thereof according to the registration books of the Trustee (the "Owner") as of the close of business on the Record Date.

DTC and Book-Entry Only System

DTC will act as securities depository for the Bonds. The Bonds will be executed and delivered as fully-registered securities registered initially in the name of Cede & Co. (DTC's partnership nominee). So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references in this Official Statement to the "Owners" will mean Cede & Co., and will not mean the Beneficial Owners of the Bonds. See "APPENDIX G – Book Entry-Only System."

Method of Payment

Principal of and, premium, if any, and interest on the Bonds are payable directly to DTC by the Trustee in lawful money of the United States of America. Upon receipt of payments of principal, premium or interest, DTC is to remit such principal, premium or interest to the "DTC Participants" (as defined in APPENDIX G) for subsequent disbursement to the Beneficial Owners of the Bonds. See "APPENDIX G – Book Entry-Only System."

Redemption

2011 Series A Bonds

Optional Redemption. The 2011 Series A Bonds maturing on or before November 1, 20__, are not subject to optional redemption prior to maturity. The 2011 Series A Bonds maturing on and after November 1, ____, are subject to redemption as a whole, or in part among maturities as the Agency designates and by lot within a maturity, in integral multiples of $5,000 of Final Compounded Amount, on any date on or after November 1, ____, at a redemption price equal to [100]% of the Accreted Value of the called 2011 Series A Bonds on the redemption date, without premium.

Mandatory Redemption From Sinking Fund Payments. The 2011 Series A Bonds are not subject to mandatory sinking account redemption prior to maturity.

2011 Series B Bonds

Optional Redemption. The 2011 Series B Bonds maturing on or before November 1, 20__, are not subject to optional redemption prior to maturity. The 2011 Series B Bonds maturing on and after November 1, ____, are subject to redemption as a whole or in part, by such maturities as the Agency designates, prior to their respective maturities at the option of the Agency on any date on or after November 1, ____, from funds derived by the Agency from any source, at a redemption price equal to the principal amount of the 2011 Series B Bonds called for redemption, together with accrued interest thereon to the date fixed for redemption, without premium.

Mandatory Redemption From Sinking Fund Payments. The 2011 Series B Bonds maturing on November 1, ____ (the "2011 Series B Term Bonds") are also subject to redemption prior to their stated maturity, in part by lot, from Sinking Account Installments deposited in the Sinking Account, at the principal amount thereof and interest accrued thereon to the date fixed for redemption, without premium, as set forth in the following tables.

Sinking Fund Redemption Date (November 1)	Principal Amount To Be Redeemed
(maturity)	

In lieu of redemption of any 2011 Series B Term Bond, amounts on deposit in the Special Fund or in the Sinking Account therein, may be used and withdrawn by the Trustee at any time, upon the written request of the Agency, for the purchase of such 2011 Series B Term Bonds at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account) as the Agency may in its discretion determine, but not in excess of the principal amount thereof plus accrued interest to the purchase date; provided, however, that no 2011 Series B Bonds will be purchased by the Trustee with a settlement date more than 60 days prior to the redemption date.

Notice of Redemption

The Trustee will mail notice of redemption (by first class mail, postage prepaid) at least 30 days prior to the redemption date to the respective registered Owners of the 2011 Bonds designated for redemption, to one or more Information Services, and to the Securities Depositories. The Agency has the right to rescind any optional redemption by written notice. Any notice of optional redemption of Series 2011 Bonds will be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Series 2011 Bonds then called for redemption. Neither such cancellation nor lack of available funds will constitute an Event of Default under the Indenture. The Agency and the Trustee will have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee will send notices of rescission of such redemption in the same manner as the original notices of redemption were sent.

Selection of Bonds for Redemption

Whenever less than all Outstanding 2011 Bonds are called for redemption at any one time, the Trustee will select the 2011 Bonds to be redeemed, from the Outstanding 2011 Bonds maturing on such date not previously selected for redemption, by lot.

Transfer and Exchange

Any 2011 Bond may, in accordance with its terms, be transferred, upon the registration books of the Trustee, upon surrender of such 2011 Bond, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any 2011 Bond is or 2011 Bonds are surrendered for registration of transfer, the Agency will execute and the Trustee will authenticate and deliver a new 2011 Bond or 2011 Bonds, of like series, interest rate, maturity and principal amount of authorized denomination.

The Trustee is not required to transfer or exchange any 2011 Bond during the 15 days preceding any date established by the Trustee for selection of 2011 Bonds for redemption or any 2011 Bonds which have matured or been selected for redemption.

Debt Service Schedules

Scheduled debt service on the Senior 1993 Loan Agreements, the Parity 1999 Series A Bonds, the Parity 2002 Bonds, the Parity 2004 Bonds, the Parity 2005 Bonds and the 2011 Bonds, without regard to any optional redemption, is shown in the following table:

TABLE 1
Debt Service Schedules*

Bond Year Ending Nov. 1	Senior 1993 Loan Agreements	Parity 1999 Series A Bonds	Parity 2002 Bonds	Parity 2004 Bonds	Parity 2005 Bonds	2011 Bonds Principal(1)*	2011 Bonds Interest(1)*	2011 Bonds Total(1)*	Aggregate Total*
2011	$5,649,000	$2,228,690	$2,080,950	$3,026,999	$990,814	--	$1,900,629	$1,900,629	$15,877,082
2012	5,653,200	2,225,940	2,077,800	3,023,549	988,989	$45,000	2,874,902	2,919,902	16,889,379
2013	5,643,375	2,234,585	2,082,625	3,024,869	990,989	40,000	2,873,318	2,913,318	16,889,760
2014	5,649,525	2,228,745	2,082,050	3,025,819	992,589	3,040,000	2,871,538	5,911,538	19,890,265
2015		2,232,901	2,078,863	8,671,288	988,789	3,205,000	2,715,586	5,920,586	19,892,426
2016		1,608,295	2,079,863	9,292,538	988,664	3,395,000	2,526,811	5,921,811	19,891,170
2017		1,608,520	2,080,888	9,293,288	989,264	3,610,000	2,309,871	5,919,871	19,891,829
2018		1,614,840	2,077,788	9,288,978	989,219	3,855,000	2,061,864	5,916,864	19,887,687
2019		1,613,360	2,075,563	9,291,028	993,700	4,140,000	1,777,750	5,917,750	19,891,400
2020		1,614,360	2,078,938	9,287,815	992,225	4,460,000	1,456,900	5,916,900	19,890,238
2021		1,607,560	2,082,363	9,292,040	990,325	3,361,730	2,558,370	5,920,100	19,892,388
2022		1,038,240	1,247,163	9,292,295	2,123,000	3,536,698	2,653,502	6,190,200	19,890,898
2023		1,037,760	1,245,144	6,632,575	4,716,250	3,529,800	2,468,851	5,998,650	19,630,379
2024		5,140,880	1,320,563		7,376,250	3,543,059	2,169,641	5,712,700	19,550,393
2025		5,142,720	1,319,319		1,323,000	5,515,029	6,038,271	11,553,300	19,338,339
2026						2,680,012	6,754,988	9,435,000	9,435,000
2027						2,097,215	6,032,785	8,130,000	8,130,000
2028						1,900,875	6,229,125	8,130,000	8,130,000
Total	$22,595,100	$33,177,396	$28,009,875	$92,443,078	$26,434,065	$51,954,417	$58,274,700	$110,229,116	$312,888,630

(1) Includes a combination of current interest bonds and capital appreciation bonds at an assumed true interest cost of 8.1%. Shows principal at maturity and compounded interest for capital appreciation bonds.

* Preliminary; subject to change.

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SECURITY FOR THE 2011 BONDS

Tax Allocation Financing

The Redevelopment Law provides a means for financing redevelopment projects based upon an allocation of taxes collected within a redevelopment project area. The taxable valuation of a redevelopment project area last equalized prior to adoption of the redevelopment plan, or base roll, is established and, except for any period during which the taxable valuation drops below the base year level, the taxing agencies thereafter receive the taxes produced by the levy of the then current tax rate upon the base roll. Taxes collected upon any increase in taxable valuation over the base roll are allocated to a redevelopment agency and may be pledged by a redevelopment agency to the repayment of any indebtedness incurred in financing or refinancing a redevelopment project. Redevelopment agencies themselves have no authority to levy property taxes and must look specifically to the allocation of taxes produced as indicated above. See "APPENDIX H – Fiscal Consultant Report" for more information about applicable tax rates in the Project Area.

Allocation of Taxes

As provided in the Redevelopment Plan, and pursuant to Article 6 of Chapter 6 of the Redevelopment Law (commencing with Section 33670 of the California Health and Safety Code) and Section 16 of Article XVI of the Constitution of the State of California, taxes levied upon taxable property in the Project Area each year by or for the benefit of the State of California and any city, county, city and county, district or other public corporation (herein collectively referred to as "taxing agencies") for each fiscal year beginning after the effective dates of the ordinance approving the original redevelopment plans for the Components, are divided as follows:

1. To other taxing agencies: That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in the Project Area as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency last equalized prior to the establishment of the respective Component Areas (the "Base Year Amount") will be allocated to and when collected will be paid into the funds of the respective taxing agencies in the same manner as taxes by or for the taxing agencies on all other property are paid; and

2. To the Agency: Except for taxes which are attributable to a tax rate levied by a taxing agency for the purpose of producing revenues to repay bonded indebtedness approved by the voters of the taxing agency on or after January 1, 1989, which will be allocated to and when collected will be paid to the respective taxing agency, and except for statutory pass-through payments, that portion of the levied taxes each year in excess of the Base Year Amount will be paid into a special fund of the Agency to pay the principal of and interest on bonds, loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, the Project Area.

When all bonds, loans, advances, and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in the Project Area is paid into the funds of the respective taxing agencies as taxes on all other property are paid. See "Tax Revenues; Flow of Funds" below.

Tax Revenues; Flow of Funds

Tax Revenues. The 2011 Bonds are equally secured by a pledge of, security interest in, and lien on all of the Tax Revenues, and a pledge of all of the moneys in the Special Fund, Debt Service Fund, Interest Account, Principal Account, Sinking Account and 2011 Subaccount of the Reserve Account created pursuant to the Indenture. See "APPENDIX A – Summary of Certain Provisions of the Indenture."

In the Indenture, the term "Tax Revenues" is defined to mean, for each Bond Year, the taxes (including all payments, reimbursements and subventions, if any, specifically attributable to ad valorem taxes lost by reason of tax exemptions and tax rate limitations) eligible for allocation to the Agency pursuant to the Law in connection with the Project Area.

"Tax Revenues" *exclude* the following:

(i) amounts, if any, received by the Agency pursuant to Section 16111 of the Government Code (relating to the allocation of "special supplemental subventions" to certain local agencies, including redevelopment agencies),

(ii) amounts required to be used to comply with the terms of the Senior 1993 Loan Agreements, and

(iii) amounts payable to taxing agencies pursuant to Section 33607.5 of the Law, except to the extent that such payments are subordinated pursuant to Subsection (e) of such Section 33607.5.

"Tax Revenues" includes amounts deposited by the Agency in the Housing Fund pursuant to Section 33334.2 or Section 33334.6 of the Law, as provided in the Redevelopment Plan, but only to the extent such amounts are used to pay principal or interest or other financing charges with respect to bonds or other obligations issued to increase, improve or preserve the supply of low and moderate income housing within or of benefit to the Project Area.

The definition of Tax Revenues reflects the fact that the Agency's pledge of tax increment generated in the Project Area to payment of debt service on the 2011 Bonds is subordinate to the Agency's pledge of tax increment revenues to payment of its obligations with respect to the outstanding Senior 1993 Bonds (which represent the remaining outstanding portion of the Senior 1993 Loan Agreements).

For purposes of the provisions of the Indenture regarding the issuance of Additional Bonds, "Tax Revenues" do not exclude amounts required to be used to comply with the terms of the Senior 1993 Loan Agreements.

Flow of Funds. The Indenture establishes a "Special Fund" to be held by the Agency, into which the Agency will deposit Tax Revenues received. On or before the 5th Business Day immediately preceding any Interest Payment Date, the Agency will withdraw from the Special Fund and transfer to the Trustee for deposit into the Debt Service Fund, an amount equal to the deposits required to make the interest, principal and sinking account payments coming due on the Parity 1999 Series A Bonds, the Parity 2002 Bonds, the Parity 2004 Bonds, the Parity 2005 Bonds and the 2011 Bonds, and if needed, the amount necessary to replenish the Reserve Account to the Reserve Account Requirement for each series of Bonds outstanding.

Maintenance of Special Fund After November 1, 2016. Unless (i) the time limits on the effectiveness of the Redevelopment Plan with respect to Component Area No. 1 (July 26, 2014) and Component Area No. 2 (December 28, 2014) of the Project Area are extended to a date no earlier than the final maturity date of the Parity 1999 Series A Bonds (November 1, 2025), the Parity 2002 Bonds (November 1, 2025), the Parity 2005 Bonds (November 1, 2025), and the 2011 Bonds (November 1, 20__), and any Additional Bonds, pursuant to the Redevelopment Law, or (ii) Tax Revenues derived solely from Component Area No. 3 and Component Area No. 4 of the Project Area ("Area 3 and 4 Revenues") then meet the coverage requirements set forth in the Indenture, as evidenced by a Consultant's Report (as defined in the Indenture), then the Agency is required to take the following actions:

(i) After November 1, 2015 and prior to November 1, 2016, the Agency will determine the total amount of debt service payable on the Bonds during the Bond Years ending November 1, 2022 through November 1, 2025, inclusive ("Total Debt Service") and the total amount of Area 3 and 4 Revenues projected to be received by the Agency during such Bond Years ("Projected Revenues"). Such projections will assume that Area 3 and 4 Revenues in each such Bond Year will be equal to the Area 3 and 4 Revenues received by the Agency during the Bond Year ending November 1, 2015. Commencing on and after November 1, 2016, the Agency is required to transfer, from Tax Revenues received by the Agency in excess of the amounts required to be transferred to the Trustee for deposit in the Debt Service Fund described above, to a special holding account to be established and held by the Trustee, all such excess Tax Revenues until the amount accumulated therein, together with the amount of the Projected Revenues, equals 125% of Total Debt Service.

(ii) Within the special holding account, the Trustee will establish two subaccounts designated as the "Component Area No. 1 Special Subaccount" and "Component Area No. 2 Special Subaccount." When transferring excess Tax Revenues to the Trustee, the Agency will specify in writing the amount of such excess Tax Revenues to be deposited in the Component Area No. 1 Special Subaccount and the amount of such excess Tax Revenues to be deposited in the Component Area No. 2 Special Subaccount.

(iii) Because Tax Revenues derived from a particular Component Area can only be used to pay debt service on the Bonds until the final date established by the applicable Redevelopment Plan for payment of indebtedness (most significantly, July 26, 2024 for Component Area No. 1 and December 28, 2024 for Component Area No. 2), the Agency has covenanted that all of the moneys deposited in the Component Area No. 1 Special Subaccount and the Component Area No. 2 Special Subaccount will be used to optionally redeem a portion of the Bonds on or before the last day on which the Agency may repay indebtedness from Component Area No. 1 Tax Revenues or Component Area No. 2 Tax Revenues, respectively. The Agency may choose to call any Bonds eligible for optional redemption, provided, that, after redeeming Bonds from such moneys, the projected Tax Revenues each fiscal year shall be at least 125 percent of the Annual Debt Service for the corresponding Bond Year through the remaining term of the Outstanding Bonds.

Limitations on Tax Revenues. The Agency's receipt of Tax Revenues is subject to certain limitations ("Plan Limits") contained in the Redevelopment Plan on the number of dollars of taxes which may be divided and allocated to the Agency pursuant to the Redevelopment Plan, as such limitation is prescribed by Section 33333.4 of the Redevelopment Law. See "THE CULVER CITY REDEVELOPMENT PROJECT – General," and "— Redevelopment Plan Limitations."

In addition, the Redevelopment Plan with respect to Component Area No. 4 limits the amount of bonded indebtedness which the Agency has outstanding at any one time to $100 million. The Agency believes that the various limitations contained in the Redevelopment Plan will not adversely affect its ability to issue or to pay debt service on the 2011 Bonds.

The Agency has no power to levy and collect property taxes, and any property tax limitation, legislative measure, voter initiative or provisions of additional sources of income to taxing agencies having the effect of reducing the property tax rate, could reduce the amount of Tax Revenues that would otherwise be available to pay debt service on the 2011 Bonds and, consequently, the principal of, and interest on, the 2011 Bonds. Likewise, broadened property tax exemptions could have a similar effect. See "RISK FACTORS" and "LIMITATIONS ON TAX REVENUES AND POSSIBLE SPENDING LIMITATIONS."

Limited Sources of Payment for the 2011 Bonds. THE 2011 BONDS ARE NOT A DEBT OF THE CITY, THE STATE OF CALIFORNIA OR ANY OF THEIR POLITICAL SUBDIVISIONS (OTHER THAN THE AGENCY TO THE EXTENT DESCRIBED HEREIN), AND NEITHER THE CITY, THE STATE NOR ANY OF THEIR POLITICAL SUBDIVISIONS (OTHER THAN THE AGENCY) IS LIABLE THEREON. THE AGENCY HAS NO TAXING POWER. THE 2011 BONDS ARE REVENUE BONDS, PAYABLE EXCLUSIVELY FROM THE TAX REVENUES AND OTHER FUNDS AS PROVIDED IN THE INDENTURE. THE OBLIGATIONS OF THE AGENCY UNDER THE 2011 BONDS AND ANY ADDITIONAL BONDS OF THE AGENCY ARE PAYABLE SOLELY FROM TAX REVENUES ALLOCATED TO THE AGENCY FROM THE PROJECT AREA.

Reserve Account

Series 2011 Subaccount; Reserve Requirement. The Indenture provides that on the Closing Date a subaccount within the Reserve Account will be created, the "Series 2011 Subaccount," and will be funded in an amount equal to the Reserve Account Requirement for the 2011 Bonds.

The Indenture defines "Reserve Account Requirement" as an amount equal to the least of: (i) 10% of the proceeds (within the meaning of Section 148 of the Code) of that portion of 2011 Bonds Outstanding with respect to which Annual Debt Service is calculated, (ii) 125% of Average Annual Debt Service of the 2011 Bonds or (iii) Maximum Annual Debt Service on the 2011 Bonds. See "APPENDIX A – Summary of Certain Provisions of the Indenture."

Application. Amounts in the Series 2011 Subaccount of the Reserve Account will be used to pay principal, interest and sinking account payments (if any) with respect to the 2011 Bonds. Each subaccount of the Reserve Account is available only for payment of the series of Bonds to which it relates, and only those funds on deposit in the Series 2011 Subaccount will be available for payment of debt service on the 2011 Bonds.

Use of Surety Bond. The Agency has the right to satisfy the Reserve Account Requirement for the Bonds by crediting to the Reserve Account moneys or a Qualified Reserve Account Credit Instrument (as defined in the Indenture) or any combination thereof, which in the aggregate make funds available in the Reserve Account in an amount equal to the Reserve Account Requirement. Upon the deposit with the Trustee of such Qualified Reserve Account Credit Instrument, the Trustee will release moneys then on hand in the Reserve Account to the Agency, to be used for any lawful purpose relating to the Project Area, in an amount equal to the face amount of the Qualified Reserve Account Credit Instrument.

Whenever both cash and a Qualified Reserve Account Credit Instrument are on deposit in the Series 2011 Subaccount of the Reserve Account, any draw on the Qualified Reserve Account Credit Instrument will be made only after all cash in the Series 2011 Subaccount has been expended.

Issuance of Additional Bonds

Additional Bonds. The Indenture permits the Agency, subject to certain conditions, to issue additional Bonds ("Additional Bonds") payable from Tax Revenues on a parity with the Parity 1999 Series A Bonds, the Parity 2002 Bonds, the Parity 2004 Bonds, the Parity 2005 Bonds and the 2011 Bonds. Because any Additional Bonds would be secured by Tax Revenues on a parity with the Bonds, they would be payable from tax increment revenue generated in the Project Area on a basis subordinate to the portion of the Senior 1993 Loan Agreements corresponding to the outstanding Senior 1993 Bonds.

The conditions for the issuance of Additional Bonds include, among other things, the following: (i) actual Tax Revenues (excluding any unsubordinated payments to taxing agencies pursuant to the Redevelopment Law) based upon the assessed valuation of taxable property in the Project Area as shown on the most recently equalized assessment roll preceding the date of the Agency's adoption of the Supplemental Indenture providing for the issuance of such Additional Bonds plus, at the option of the Agency, the Additional Allowance, must be in an amount equal to at least 125% of Combined Maximum Annual Debt Service following the issuance of such Additional Bonds, as evidenced by a Consultant's Report; and (ii) projected annual Tax Revenues over the term of the Bonds must be in an amount equal to at least 125% of Combined Annual Debt Service following the issuance of such Additional Bonds, as evidenced by a Consultant's Report.

For purposes of subsection (i) above, the amount of Tax Revenues will be the amount received in the most recent Fiscal Year (which may be the current Fiscal Year) for which records are available from the County. For the purposes of calculating Tax Revenues, a tax rate of $1.00 per $100 of assessed valuation will be assumed.

"Additional Allowance" is defined to mean, as of the date of any calculation, the amount of Tax Revenues which, as shown in a Consultant's Report, is estimated to be receivable by the Agency in the next Fiscal Year as a result of increases in the assessed valuation of taxable property in the Project Area due to construction which has been completed but has not yet been reflected on the tax roll.

See "APPENDIX A – Summary of Certain Provisions of the Indenture" for additional detail about the issuance of Additional Bonds.

THE AGENCY

Agency Existence and Personnel

The Agency is a public body corporate and politic, organized and existing under and pursuant to the Constitution and laws of the State. The Agency was established on February 8, 1971 by action of the City Council pursuant to the Redevelopment Law. The five members of the City Council of the City serve as the governing body of the Agency and exercise all rights, powers, duties and privileges of the Agency.

The Agency is a separate public body and exercises governmental functions in planning and carrying out redevelopment projects. The Agency can build public improvements, facilitate the development of on- and off-site improvements for private development projects, acquire and re-sell property, and provide services of special benefit to the Component Areas.

Members of the Agency and their terms of office are shown below:

Member	Term Expires
Micheal O'Leary, *Chair*	April 2012
D. Scott Malsin, *Vice Chair*	April 2014
Christopher Armenta, *Member*	April 2012
Andrew Weissman, *Member*	April 2012
Jeffrey Cooper, *Member*	April 2014

The Agency has entered into various agreements with the City for financial assistance and services, facilities and personnel support. The Agency reimburses the City for all such services performed on its behalf in amounts equal to the gross salary and employee fringe benefits for all City employees used by the Agency, plus an allocation of overhead costs. The Agency is charged interest on the balance of billings and advances from the City not paid within thirty days at the lower of 0.5 percent per annum above the average monthly interest rate earned by the City on its other investments or the maximum legal interest rate.

The following summarizes key Agency staff:

John Nachbar is the Executive Director of the Agency and the City Manager of the City since August 2010. Prior to joining the City, he was City Manager of Overland Park, Kansas for ten years. Mr. Nachbar has over thirty one years of experience in the city management profession. He has also managed the cities of Albany and Patterson, CA, and was the Deputy City Manager of Tucson, Arizona.

Sol Blumenfeld has served as the Director of Community Development and Assistant Executive Director of the Agency since 2007. He is a graduate of University of California, Berkeley and holds a Masters Degree from the University of Pennsylvania Graduate School of Design in City Planning with specialization in urban design and a Masters Degree in Landscape Architecture from California Polytechnic University. He is also a California Building Official. He has worked extensively in the fields of design, land planning, city planning, project management and municipal program administration in the public and private sectors.

Todd Tipton is Redevelopment Administrator. Mr. Tipton has worked for the City since 1990 and the Agency since 2000. Mr. Tipton obtained a Bachelor of Science degree in Geography from Arizona State University in 1988 and a Master of Planning and Development Studies degree from the University of Southern California in 2000. Mr. Tipton has extensive experience with land use, urban design and redevelopment projects. Mr. Tipton is certified by the American Institute of Certified Planners (AICP) and the National Trust for Historic Preservation (CMSM).

Jeff Muir serves as Treasurer of the Agency and is the Chief Financial Officer of the City. Mr. Muir became the first Chief Financial Officer of Culver City in 2007 after the elected City Treasurer position was eliminated through a City Charter amendment. Mr. Muir obtained a Bachelor of Arts in Economics from Occidental College and a Master of Business Administration from the University of Southern California. Mr. Muir has extensive experience with municipal finance and administration.

Agency Powers and Duties

The Agency is charged with the responsibility for eliminating blight through the process of redevelopment. Generally, this process is culminated when the Agency disposes of land for development by the private sector, but before this can be accomplished, the Agency must complete the process of acquiring and assembling the necessary sites, relocating residents and businesses, demolishing the deteriorated improvements, grading and preparing the sites for purchase by developers and providing for ancillary off-site improvements.

Redevelopment in the State is carried out pursuant to the Redevelopment Law. Section 33020 of the Redevelopment Law defines redevelopment as the "planning, development, replanning, redesign, clearance, reconstruction or rehabilitation, or any combination of these, of all or part of a survey area and the provision of such residential, commercial, industrial, public or other structures or spaces as may be appropriate or necessary in the interest of the general welfare, including recreational and other facilities incidental or appurtenant to them."

All powers of the Agency are vested in its five members. The Agency exercises all of the governmental functions authorized under the Redevelopment Law and has, among other powers, the authority to acquire, administer, develop and sell or lease property, including the right of eminent domain, and the right to issue debt and expend the proceeds.

Agency Financial Statements

The Redevelopment Law requires redevelopment agencies to have an independent financial audit conducted each year. The financial audit is also required to include an opinion of the Agency's compliance with laws, regulations and administrative requirements governing activities of the Agency. The firm of Mayer Hoffman McCann P.C., Irvine, California, prepared a financial statement for the Agency for the fiscal year ended June 30, 2010. The firm's examination was made in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Audit Standards, issued by the Comptroller General of the United States. The Agency follows fund accounting principles reflecting the modified accrual basis of accounting in which revenues are recognized when they become measurable and available and expenditures are generally recognized when incurred except for principal and interest on general long-term debt, which is recognized when due.

The audited financial statements of the Agency, including Mayer Hoffman McCann's auditor's report and report on compliance and on internal control over financial reporting, are attached as "APPENDIX D - Audited Financial Statements of the Agency for Fiscal Year Ended June 30, 2010." Mayer Hoffman McCann has not performed any post-audit review of the financial condition or operations of the Agency.

Outstanding Agency Debt

The Agency currently has the following outstanding indebtedness. See "APPENDIX D – Audited Financial Statements of the Agency for Fiscal Year Ended June 30, 2010" for additional information relating to the payment of indebtedness of the Agency.

Senior Debt. The definition of "Tax Revenues" excludes amounts required to be used to pay debt service on the Senior 1993 Loan Agreements, made by the Authority to the Agency and securing the debt service on the remaining outstanding portion of the Senior 1993 Bonds. Debt service on the Parity 1999 Series A Bonds, the Parity 2002 Bonds, the Parity 2004 Bonds, the Parity 2005 Bonds and the 2011 Bonds is payable on a basis subordinate to the Senior 1993 Loan Agreements and the Senior 1993 Bonds. The outstanding 1993 Bonds mature on November 1, 2014. As of the date of this Official Statement, the outstanding principal amount of the 1993 Bonds will be $19,800,000.

Parity Debt. As described above, the 2011 Bonds are secured by Tax Revenues on a parity with the Parity 1999 Series A Bonds, the Parity 2002 Bonds, the Parity 2004 Bonds and the Parity 2005 Bonds.

Subordinate Debt. The Agency also has incurred the following obligations, all of which are payable on a basis subordinate to the Senior 1993 Loan Agreements and the Parity Bonds.

City Loan to Agency. In June 2007, the City advanced $9,000,000 to the Agency with a one year term at a rate of 5.7% per annum (the "City Loan") to facilitate various redevelopment activities. The Agency made a payment of $2,000,000 in June 2009. Due to a downturn in the economic environment, the City approved a deferment of the loan payment over two years at the Agency's request. In June 2010, the Agency paid down $4,500,000 leaving the final balance of $3,500,000 due in June 2011.

Agency/City Cooperation Agreements. [The Agency and the City have entered into Cooperation Agreements for Component Areas Nos. 1, 2 and 3, which require the Agency to reimburse the City for advances related to various capital or public improvements of benefit to the respective Component Areas. This indebtedness to the City is subordinate to any tax allocation indebtedness incurred by the Agency, including the Senior 1993 Loan Agreements, the Parity 1999 Series A Bonds, the Parity 2002 Bonds, the Parity 2004 Bonds, the Parity 2005 Bonds and the 2011 Bonds. – ***update status***]

Agency Investment Policy

The Agency's funds are invested by the Chief Financial Officer in accordance with (i) the City's Investment Policy, most recently amended in August 2010, (ii) Culver City Charter Article VI, Section 602, and (iii) Culver City Redevelopment Agency Bylaws Article II Section 203.

The Chief Financial Officer is required to submit an investment report to the City Council and the City Manager no less frequently than quarterly (and within 30 days of the quarter end). The City has also established an Investment Committee to meet at least twice annually to review and evaluate previous investment activity and yield, to review the current status of all invested funds, and to discuss anticipated cash requirements and investment activity; the Investment Committee also meets with the City's outside auditors at least annually. The Investment Committee reviews, and the City Council adopts by resolution, the Investment Policy at least annually.

The primary objectives of the Investment Policy are:

- Safety of principal.
- Liquidity.
- Yield.

According to the Chief Financial Officer's most recent report for the quarter ended December 31, 2010, the Agency has invested funds as set forth in the table below. As of December 31, 2010, the market value of the Agency's investment portfolio was 100.6% of the investment portfolio's book value.

CULVER CITY REDEVELOPMENT AGENCY
INVESTMENT PORTFOLIO SUMMARY
(as of December 31, 2010)

Type of Investment	Book Value	Market Value	Percent of Total
Federal Agency securities	$22,988,013	$23,210,230	57%
Local Agency Investment Fund (LAIF)	13,041,648	13,041,648	32
Money Market Funds	1,164,982	1,164,982	3

Medium-Term Notes	3,057,010	3,060,970	8
Total	$40,251,653	$40,477,830	100%

Source: City of Culver City.

Agency Pension Obligation

The Agency has no employees and is not allocated any portion of the City's pension costs.

THE CULVER CITY REDEVELOPMENT PROJECT

General

The Culver City Redevelopment Project (the "Project Area") was formed by the merger of three existing project areas of the Agency and the addition of additional land to the Project Area, with the following gross acreage as set forth below:

Former Project Area	Component	Gross Acres
Slauson-Sepulveda Redevelopment Project Area No. 1	"Component Area No. 1"	306
Overland-Jefferson Redevelopment Project Area No. 2	"Component Area No. 2"	184
Washington-Culver Redevelopment Project Area No. 3	"Component Area No. 3"	526
	"Component Area No. 4"	270
	TOTAL:	1,286

Pursuant to Ordinance No. 98-014 adopted by the City Council on November 23, 1998, each of the currently existing redevelopment plans for the Components (each, a "Redevelopment Plan") was amended to provide, among other things, for the merging of Component Areas Nos. 1, 2 and 3 into the Project Area. Ordinance No. 98-015, adopted by the City Council on November 23, 1998, added territory known as "Component Area No. 4" to the Project Area.

Redevelopment Plan Limitations

General. The land use restrictions in each Component Area of the Redevelopment Plan expire upon different dates as shown below. Furthermore, no loans, advances or indebtedness to be repaid from tax increment revenues of any Component Area may be established or incurred by the Agency after the expiration of the date set forth in the Redevelopment Plan for such Component Area, but such loan, advance or indebtedness may be repaid with tax increment revenue until the last date the Agency may receive tax increment revenue under the Redevelopment Plan for that Component Area.

In 1993, the California Legislature enacted AB 1290. Among the changes to the Redevelopment Law accomplished by AB 1290 was a provision which limits the period of time for incurring and repaying loans, advances and indebtedness which are payable from tax increment revenues.

The Agency has covenanted in the Indenture to undertake financing of redevelopment of the Project Area in conformance with the Redevelopment Plan and the Redevelopment Law.

1998 Redevelopment Plan Amendments. As part of the 1998 Redevelopment Plan amendment, the Agency established, with respect to Component Areas Nos. 1, 2 and 3, time limits on incurring loans, advances and indebtedness, the redevelopment plan termination dates set forth below, and the last dates to receive tax increment revenues set forth below (all as extended under the Redevelopment Law). The

1998 Redevelopment Plan amendment also set time limits for Component Area No. 4, pursuant to applicable law governing the addition of new territory to a redevelopment project area, with respect to establishing loans, advances, and indebtedness to be paid with tax increment revenue, the deadline for effectiveness of the amendment to the redevelopment plan set forth below, and the last date on which indebtedness may be repaid with tax increment revenues set forth below.

2004 Redevelopment Plan Amendments (SB 1045). In January 2004, under the authority of California Health and Safety Code Sections 33333.2(c) and 33333.6(e)(2)(C) (SB 1045), the City Council adopted Ordinance No. 2004-001, which extended by one year the redevelopment plan expiration dates and last date to receive tax increment for each Component Area, as set forth below.

2005 Redevelopment Plan Amendments (SB 1096). On September 12, 2005, under the authority of California Health and Safety Code Section 33333.6(e)(2)(D) (SB 1096), the City Council adopted an ordinance extending by two years the redevelopment plan expiration dates and last date to receive tax increment for Component Areas No. 1, 2 and 3.

The following table summarizes the Redevelopment Plan expiration dates for each of the Component Areas and the final date on which each Component Area can receive tax increment revenue.

Component Area	Plan Adoption	Plan Expiration	Last Date to Receive Tax Increment/Pay Indebtedness
Component Area No. 1	July 26, 1971	July 26, 2014	July 26, 2024
Component Area No. 2	December 28, 1971	December 28, 2014	December 28, 2024
Component Area No. 3	November 24, 1975	November 24, 2018	November 24, 2028
Component Area No. 4	November 23, 1998	November 23, 2029	November 23, 2044

Future Limits on Receiving Tax Increment from Two Component Areas. The last dates to receive tax increment revenue from Component Areas No. 1 (July 26, 2024) and Component Area No. 2 (December 28, 2024) will occur before the final maturity of the 2011 Bonds (November 1, 20__), the Parity 2005 Bonds (November 1, 2025), the Parity 2002 Bonds (November 1, 2025) and the Parity 1999 Series A Bonds (November 1, 2025) (the Senior 1993 Bonds mature on November 1, 2014 and the Parity 2004 Bonds mature on November 1, 2023), meaning that, after December 28, 2024, debt service on the 2011 Bonds, the Parity 2005 Bonds, the Parity 2002 Bonds and the Parity 1999 Series A Bonds will be payable solely from tax increment derived from Component Areas Nos. 3 and 4. Significant defaults by the owners of property in Component Areas Nos. 3 and 4 in the payment of property taxes after December 28, 2024 could adversely affect the ability of the Agency to pay debt service on the 2011 Bonds, the Parity 2005 Bonds, the Parity 2002 Bonds and the Parity 1999 Series A Bonds. See "RISK FACTORS – Future Limits on Receiving Tax Increment."

Limits on Cumulative Tax Increment Revenues and Maximum Bonded Debt. The Redevelopment Plan specifies (i) the cumulative total of tax increment revenues the Agency may collect in Component Areas Nos. 1, 2 and 3, and (ii) the maximum bonded indebtedness that may be outstanding in Component Area No. 4. The table below shows these limits for the Component Areas, as well as the cumulative amount of tax increment revenue collected in each Component Area, from the time of adoption of the respective Component Areas, according to the records of the Agency.

Component Area No. 4 has no limit on the total tax increment revenues that may be collected, in that redevelopment plans adopted after January 1, 1994 have no such requirement. However, the maximum outstanding bonded indebtedness payable from tax increment revenues the Agency may incur with respect to Component Area No. 4 is $100 million.

Component Area	Permitted Cumulative Tax Increment Revenues	Gross Tax Increment Revenues Received through June 30, 2010	Maximum Outstanding Bonded Indebtedness
Component Area No. 1	$ 755,000,000	$172,950,048	no limit
Component Area No. 2	830,000,000	116,129,527	no limit
Component Area No. 3	3,080,000,000	232,521,351	no limit
Component Area No. 4	no limit	17,509,846	$100 million

The Agency projects that Component Area No. 1 would not reach its cumulative gross tax increment limit prior to July 26, 2024 (the last date on which the Agency is authorized to receive tax increment in Component Area No. 1) unless assessed values in Component Area No. 1 were to grow at a future annual rate of approximately 16%. Between fiscal year 2005-06 and 2010-11, assessed values in Component Area No. 1 grew an average of approximately 11.68% per year.

The Agency projects that Component Area No. 2 would not reach its cumulative gross tax increment limit prior to December 28, 2024 (the last date on which the Agency is authorized to receive tax increment in Component Area No. 2) unless assessed values in Component Area No. 2 were to grow at a future annual rate of approximately 26%. Between fiscal year 2005-06 and 2010-11, assessed values in Component Area No. 2 grew an average of approximately 7.15% per year.

The Agency projects that Component Area No. 3 Component Area No. 3 would not reach its cumulative gross tax increment limit prior to November 24, 2028 (the last date on which the Agency is authorized to receive tax increment in Component Area No. 3) unless assessed values in Component Area No. 3 were to grow at a future annual rate of approximately 22%. Between fiscal year 2005-06 and 2010-11, assessed values in Component Area No. 3 grew an average of approximately 7.56% per year.

Component Area No. 4 does not have a cumulative tax increment revenue limit.

Land Use

The table below summarizes Project Area land uses and assessed values by land use.

TABLE 2
Summary of Land Uses

Land Use	No. of Parcels	2010-11 Assessed Value	Percent of Total Value
Residential – Single Family/Condos	2,591	$ 734,202,122	18.15%
Residential – Multi Family	244	118,654,343	2.93
Commercial	908	1,848,842,978	45.71
Industrial – Movie, Radio, TV	11	364,378,033	9.01
Industrial – Other	292	421,739,188	10.43
Miscellaneous	55	78,337,454	1.94
Government Owned	194	--	0.00
Vacant	139	59,502,399	1.47
Possessory Interest/Mineral Rights		21,105,833	0.52
Unsecured		397,836,120	9.84
Total	**4,434**	**$4,044,598,470**	**100.00%**

Source: Keyser Marston Associates, Inc.

Major Taxable Property Owners

Major Owners List. The following table lists the ten largest property owners in the Project Area as of the date of this Official Statement based on the records of the County Assessor's office and information compiled by Agency staff.

TABLE 3
Ten Largest Assessees
Fiscal Year 2010-11 Values
Component Areas 1, 2, 3 and 4
Culver City Redevelopment Agency

	Assessee Name	Property Use	No. of Parcels	Component Area	2010-11 Value	% of Total Project Value (1)	% of Total Incremental Value (2)	Estimated Appeal Reduction
1	Sony Related Entities:							
	Lot Inc.	Ind - Ent, Parking	2	Area 3	$266,547,820	6.59%	7.62%	--
	TCE - Filmland	Office	1	Area 3	90,493,617	2.24%	2.59%	$(16,161,420)
	Sony	Unsecured	7	Area 3	88,095,062	2.18%	2.52%	(13,636,703)
		Total	10		445,136,499	11.01%	12.73%	(29,798,123)
2	Symantec CORP	Office	1	Area 1	100,773,238	2.49%	2.88%	--
	Symantec CORP	Unsecured	1	Area 1	22,880,525	0.57%	0.65%	--
		Total	2		123,653,763	3.06%	3.54%	--
3	Transwestern Corporate Pointe	Office, Parking	4	Area 1	106,840,000	2.64%	3.06%	(19,080,750)
4	PCCP Studio City	Ind - Ent, Parking	6	Area 3	80,724,320	2.00%	2.31%	(14,332,386)
	PCCP Studio City	Unsecured	2	Area 3	2,506,278	0.06%	0.07%	--
		Total	8		83,230,598	2.06%	2.38%	(14,332,386)
5	SY Culver City Portfolio LP	Office	1	Area 3	71,831,655	1.78%	2.05%	
6	Fox Hills Mall LLC	Regional Shopping Ctr, Vacant	12	Area 1	70,346,849	1.74%	2.01%	
7	CRP Pacifica Plaza LP	Office, Hotel, Vacant, Parking	5	Area 1	66,290,000	1.64%	1.90%	--
8	Culver Center Partners East	Shopping Center, Auto Service, Pkg, Vacant	28	Area 3	64,617,017	1.60%	1.85%	
9	Legacy III Culver City LLC	Office, Parking	2	Area 1	56,510,000	1.40%	1.62%	
10	Target Jefferson	Neighborhood Shopping Ctr	1	Area 2	46,707,041	1.15%	1.34%	(8,341,495)
	Target Corporation DBA	Unsecured	1	Area 2	1,148,445	0.03%	0.03%	--
		Total	2		47,855,486	1.18%	1.37%	(8,341,495)
		TOTALS			**$1,136,311,867**	**28.09%**	**32.49%**	**$(71,552,754)**

(1) Based upon reported FY 2010-11 Project Area secured and unsecured value of $4,044,598,470.
(2) Based upon reported FY 2010-11 Project Area incremental assessed value of $3,497,126,858.
Source: Keyser Marston Associates, Inc.

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Discussion of Top Three Ownership Interests. The following discussion summarizes information regarding the three owners of land with the highest assessed value in the Project Area.

Sony Corporation. The global operations of Sony Pictures Entertainment, Inc. ("SPE"), encompass motion picture production and distribution, television programming and syndication, home video acquisition and distribution, operation of studio facilities, development of new entertainment technologies and distribution of filmed entertainment world-wide. Its affiliated companies own or control the three properties with the highest assessed value in the Project Area. Lot Inc. is the record owner of the main studio lot and the four acre Thalberg Office Building parcel and adjacent parking lot, all of which were originally a portion of the original motion picture production and office facilities of Metro-Goldwyn-Mayer Film Company. Lot Inc. is an affiliated company of Sony Corporation of America.

In December 1989, Lot Inc. acquired the main studio lot, which includes a variety of movie production and recording studios that today represent one of the most complete filmmaking facilities in Southern California. SPE uses the site as its headquarters and locus for film production activities. Sony and its divisions, Columbia Tri-Star Motion Picture Group, Columbia Tri-Star Home Entertainment, Columbia Tri-Star Domestic Television and Columbia Tri-Star International Television, are presently operating on the site.

The Filmland Corporate Center, the largest single building in the downtown area, is the result of a disposition and development agreement between the Agency and Filmland Development, Inc. (the third largest assessee in the Project Area). Completed in March 1986, the U-shaped building, consisting of eight stories and a three-level underground parking structure for 1,100 vehicles, provides 320,000 square feet of space. Located immediately east of the main studio facilities, the Filmland Corporate Center (now called Sony Pictures Plaza) is now occupied by SPE under a long-term lease.

Symantec CORP: Symantec Corporation provides security, storage and systems management solutions to help businesses and consumers secure and manage their information. Symantec Corporation owns 900 Corporate Pointe, which totals 285,675 square feet, and is owner-occupied. Symantec Corporation is the largest maker of security software for computers and is a Fortune 500 company and a member of the S&P 500 stock market index.

Transwestern Corporate Pointe: Transwestern Corporate Pointe owns 600 Corporate Point, a Class A, 12-story office tower containing approximately 273,339 square feet of multi-tenant space. Sony is the largest tenant, housing their accounting and information technology business units.

Appeals by Major Owners. As shown in the table below, certain major taxpayers have appealed portions of their property assessments. Property owners with pending assessment appeals are shown above with their pre-appeal valuations. Based upon estimates provided by the Agency, the Fiscal Consultant has included an estimate of the reduction resulting from resolved and pending appeals in the projection of Tax Revenues presented in "Projected Tax Revenues." See "APPENDIX H - Fiscal Consultant Report."

Property Owner	Estimated Appeal Reduction
TCE Filmland	$16,161,420
Sony	13,636,703
Transwestern Corporate Pointe	19,080,750
PCCP Studio City	14,332,386
Target Jefferson	8,341,495

Source: Keyser Marston Associates, Inc.

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Likelihood of Future Concentration of Ownership. The last dates to receive tax increment revenue from Component Areas Nos. 1 and 2 are July 26, 2024 and December 28, 2024, respectively, meaning that tax increment revenue derived from those Component Areas will become unavailable to the Agency prior to the maturity date of the Bonds. See "—Redevelopment Plan Limitations" above. The three largest property owners in the Project Area (all of which are affiliated with Sony), currently representing a total of 11.01% of total (secured and unsecured) taxable value in the Project Area, are located in Component Area No. 3. Therefore, the concentration of taxable property ownership on these three Sony-affiliated entities is likely to increase significantly after fiscal year 2024-25 (the final maturity date of the 2011 Bonds is November 1, 20__). See "RISK FACTORS – Future Limits on Receiving Tax Increment."

Existing Land Ownership, Land Use and Current Development

See "APPENDIX B – Property Ownership in the Project Areas" for a discussion of existing land ownership, land use and current development in the Project Areas.

Statutory Pass Through Requirements

Debt service on the Bonds is subject to the statutory pass-through requirements, as follows. The Projected Tax Revenue tables set forth in this Official Statement (Table 8 and Table 9) assume that the amount of Tax Revenues available to pay debt service reflects the prior payment of the pass-through payments from tax increment generated in the Project Area.

Component Areas Nos. 1, 2 and 3. On November 23, 1998, the Agency approved technical amendments to the redevelopment plans for Component Areas Nos. 1, 2 and 3, which extended the time limits for establishing debt. As a result, the Agency is required to allocate the statutory pass-through to the affected taxing entities commencing in the first fiscal year following the one in which one or more of the limitations amended in 1998 would have otherwise taken effect. For each of Component Areas No. 1, 2 and 3, the statutory pass-through commenced in Fiscal Year 2004-05 according to the following formulas (except for payments to the Culver City Unified School District (the "School District") with respect to Component Area No. 2, which will be made through the subordination agreement described under "– Tax Sharing Agreement" below):

(a) From Fiscal Year 2004-05 through Fiscal Year 2013-14, the Agency will pay affected taxing agencies an amount equal to 25% of the tax increment received by the Agency in excess of the Fiscal Year 2003-04 adjusted base value (net of the 20% required to be deposited into the Low and Moderate Income Housing Fund).

(b) Commencing in Fiscal Year 2014-15, the Agency will pay affected taxing agencies, in addition to the amount specified in (a) above, an amount equal to 21% of the tax increment in excess of the Fiscal Year 2013-14 adjusted base value (net of the 20% required to be deposited into the Low and Moderate Income Housing Fund).

Component Area No. 4. Component Area No. 4 is subject to the statutory pass-through requirements providing for the following specific formulas for payment by the Agency to affected taxing entities:

(a) "Tier One": From the first fiscal year through the last fiscal year in which the Agency receives tax increment from Component Area No. 4, the Agency will pay affected taxing agencies an amount equal to 25% of the tax increments received by the Agency (net of the 20% required to be deposited into the Agency's Low and Moderate Income Housing Fund).

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(b) "Tier Two": From the eleventh fiscal year through the last fiscal year in which the Agency receives tax increment from Component Area No. 4, the Agency will pay affected taxing agencies, in addition to the amount specified in (a) above, an amount equal to 21% of the tax increment which are in excess of the values in Component Area No. 4 in the tenth fiscal year (net of the 20% required to be deposited into the Low and Moderate Income Housing Fund).

(c) "Tier Three": From the thirty-first fiscal year through the last fiscal year in which the Agency receives tax increments, the Agency will pay affected taxing agencies, in addition to the amount specified in (a) and (b) above, an amount equal to 14% of the tax increments received by the Agency from Component Area No. 4 which are in excess of the values in Component Area No. 4 in the thirtieth fiscal year (net of the 20% required to be deposited into the Low and Moderate Income Housing Fund).

Tax Sharing Agreement

In 1990 the Agency, the City and the School District entered into a Third Amended Agreement for the Overland-Jefferson Redevelopment Project No. 2 (the "Subordination Agreement"), effective March 27, 1990. Under the Subordination Agreement, the Agency agreed to make certain annual payments to the School District, and the School District agreed that all such annual payments made on and after September 30, 1994, would be subordinate to the following:

(i) the Agency's bonded indebtedness as of the date of the Subordination Agreement,

(ii) future indebtedness for refunding such bonded indebtedness in annual amounts not to exceed the then-current annual debt service, and

(iii) the Agency's sale of new, non-refunding tax allocation bonds;

provided, however, that the Agency agreed it would not incur any indebtedness for such bonds when it is reasonably foreseeable such indebtedness would impair the Agency's obligations under the Subordination Agreement. Failure by the Agency to size such new bonds in the manner required by the Subordination Agreement constitutes a material breach of the Subordination Agreement.

Payments by the Agency under the Subordination Agreement are also subordinate to the Agency's annual administrative costs for Component Area No. 2, the Agency's programs/projects set forth in the cash flow analysis for Component Area No. 2, dated March 13, 1990, and the Agency's retention of an annual balance of $1 million for Component Area No. 2.

Low and Moderate Income Housing

Legal Requirements. The Redevelopment Law generally requires redevelopment agencies to set aside 20% of all tax increment revenues derived from redevelopment project areas in a low and moderate income housing fund.

Deferred Set-Aside Payments. During fiscal years 1985-86 through 1995-96, pursuant to Section 33334.6 of the Redevelopment Law, the Agency made the required findings to defer certain of its low and moderate income housing deposit requirements. As of June 30, 2010, the Agency had deferred the payment of $33,944,195 (including interest). This obligation will be repaid from tax increment revenues in future years after certain existing obligations and bonded indebtedness (including the Bonds) are repaid.

Priority of Senior Set-Aside Obligations. The obligation of the Agency under the Redevelopment Law to set aside moneys for low and moderate income housing activities is subordinate to the Agency's obligation to make principal and interest payments on certain obligations created prior to January 1, 1986 ("Senior Set-Aside Obligations"). Obligations incurred on or after January 1, 1986 are deemed obligations created prior to January 1, 1986 if the net proceeds are used to refinance Senior Set-Aside Obligations.

Set forth below is a table identifying the portions of the Senior 1993 Loan Agreements and the Parity Bonds that constitute Senior Set-Aside Obligations:

Obligation	Portion Constituting Senior Set-Aside Obligations
Senior 1993 Loan Agreements	51.4%
Parity 1999 Series A Bonds	30.0
Parity 2002 Bonds	0.0
Parity 2004 Bonds	51.4
Parity 2005 Bonds	70.5

Amounts Available From Low and Moderate Income Housing Fund to Pay Debt Service on the Senior 1993 Loan Agreements and the Parity Bonds. Under the Redevelopment Law, the Agency must use amounts deposited in the Low and Moderate Income Housing Fund to increase, improve, and preserve the supply of low and moderate income housing within the jurisdiction of the Agency. Because a portion of the 1989 Bonds was used to finance or refinance low and moderate income housing projects, debt service on a portion of the Senior 1993 Loan Agreements and the Parity Bonds is payable from the Low and Moderate Income Housing Fund.

Set forth below is a table identifying the portions of the debt service on the Senior 1993 Loan Agreements and the Parity Bonds that are payable from the Low and Moderate Income Housing Fund.

Obligation	Portion Payable from the Low and Moderate and Income Housing Fund
Senior 1993 Loan Agreements	8.0%
Parity 1999 Series A Bonds	0.3
Parity 2002 Bonds	0.0
Parity 2004 Bonds	8.0 declining to 4.0
Parity 2005 Bonds	0.4%

TAX REVENUES

Historic Assessed Value and Tax Revenues

Set forth in the table below is a summary of the historical assessed values in the Project Area for the current and five prior fiscal years. Between fiscal year 2005-06 and fiscal year 2010-11, total secured and unsecured assessed values in the Project Area increased approximately 8.42%.

Table 4
Historic Project Area Assessed Values
Component Areas 1, 2, 3 and 4

	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11
Secured (1):						
Land	$1,285,902,809	$1,415,673,859	$1,642,530,419	$1,845,194,390	$1,888,626,801	$1,890,444,895
Improvements	1,367,260,617	1,419,646,804	1,545,119,355	1,644,286,815	1,907,741,393	1,853,204,743
Personal Property	16,691,451	9,997,568	10,734,701	5,046,003	10,542,404	13,236,204
Exemptions	68,080,298	79,463,078	68,965,889	78,619,358	83,997,597	110,123,492
Total Secured	2,601,774,579	2,765,855,153	3,129,418,586	3,415,907,850	3,722,913,001	3,646,762,350
Unsecured (1) :						
Land	0	0	0	0	192,680	0
Improvements	95,768,812	97,926,560	100,567,121	111,299,176	119,667,069	113,553,745
Personal Property	230,232,402	254,409,108	276,958,064	314,375,023	320,928,509	286,476,797
Exemptions	1,129,100	2,086,700	4,118,500	1,902,873	2,392,547	2,194,422
Total Unsecured	324,872,114	350,248,968	373,406,685	423,771,326	438,395,711	397,836,120
Project Area Value (1):						
Land	1,285,902,809	1,415,673,859	1,642,530,419	1,845,194,390	1,888,819,481	1,890,444,895
Improvements	1,463,029,429	1,517,573,364	1,645,686,476	1,755,585,991	2,027,408,462	1,966,758,488
Personal Property	246,923,853	264,406,676	287,692,765	319,421,026	331,470,913	299,713,001
Exemptions	69,209,398	81,549,778	73,084,389	80,522,231	86,390,144	112,317,914
Total Project Area	$2,926,646,693	$3,116,104,121	$3,502,825,271	$3,839,679,176	$4,161,308,712	$4,044,598,470

(1) Source: Los Angeles County Auditor-Controller; compiled by Keyser Marston Associates, Inc.

The following table shows, for each of the most recent five fiscal years: (i) reported assessed values, (ii) incremental taxable value and total tax levy, (iii) actual receipts of tax increment, and (iv) delinquency rate (i.e., the percentage of current year collections relative to the amount levied). The County has not elected to follow the procedures of Sections 4701 et seq. of the California Revenue and Taxation Code, known as the "Teeter Plan" as to general taxes entered and collected on the secured tax roll. Therefore, property tax revenues in the Project Area reflect actual collections.

TABLE 5
Historic Incremental Values and Tax Receipts
Component Areas 1, 2, 4 and 4

	2005-06	2006-07	2007-08	2008-09	2009-10
Secured [1]	\$2,601,774,579	\$2,765,855,153	\$3,129,418,586	\$3,415,907,850	\$3,722,913,001
Unsecured [1]	324,872,114	350,248,968	373,406,685	423,771,326	438,395,711
Total Project Value	2,926,646,693	3,116,104,121	3,502,825,271	3,839,679,176	4,161,308,712
Less Base Value [1]	(543,621,579)	(543,621,579)	(543,504,544)	(540,668,301)	(543,592,594)
Incremental Value	2,383,025,114	2,572,482,542	2,959,320,727	3,299,010,875	3,617,716,118
Averaged Tax Rate	1.0059550%	1.0054163%	1.0054163%	1.0054163%	1.0054163%
Tax Increment					
Gross Tax Increment	23,972,301	25,864,160	29,753,493	33,168,794	36,373,105
Unitary Tax Revenue	375,875	373,453	373,453	373,453	373,453
Total Computed Levy	24,348,176	26,237,613	30,126,946	33,542,247	36,746,558
Tax Allocation [2]:					
Secured Tax Increment	21,685,365	22,648,647	26,244,495	28,436,867	32,262,175
Unsecured Tax Increment	2,127,766	2,325,672	2,522,647	2,799,096	3,060,155
Unitary Tax Revenue	376,081	373,453	388,957	420,415	408,009
Total Annual Tax Increment	24,189,211	25,347,771	29,156,099	31,656,378	35,730,338
Computed Levy Variance	(158,964)	(889,841)	(970,847)	(1,885,868)	(1,016,219)
% Collections	**99.35%**	**96.61%**	**96.78%**	**94.38%**	**97.23%**

(1) Amounts shown as reported by the Los Angeles County Auditor-Controller in August of each fiscal year.
(2) Source: Los Angeles County Auditor-Controller year-end remittance advice summaries. Amounts represent the annual tax increment revenues allocable to the Agency and do not include administrative fees, supplemental taxes, adjustments by the County Auditor-Controller and pass-through payments.

Source: Keyser Marston Associates, Inc.

Based on the table above, the average rate of collections for fiscal years 2005-06 through 2009-10 was approximately 96.87%.

Appeals of Assessed Values

General. Pursuant to California law, property owners may apply for a reduction of their property tax assessment by filing a written appeal. After the applicant and the assessor have presented their arguments, the applicable local appeals board makes a final decision on the proper assessed value. The appeals board may rule in the assessor's favor, rule in the applicant's favor, or set its own opinion of the

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proper assessed value, which may be more or less than either the assessor's opinion or the applicant's opinion.

Any reduction in the assessment ultimately granted applies to the year for which the application is made and may also affect the values in subsequent years. Refunds for taxpayer overpayment of property taxes may include refunds for overpayment of taxes in years after that which was appealed. Current year values may also be adjusted as a result of a successful appeal of prior year values. Any taxpayer payment of property taxes that is based on a value that is subsequently adjusted downward will require a refund for overpayment.

Appeals for reduction in the "base year" value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date. A base year assessment appeal has significant future revenue impacts because a reduced base year assessment will then reduce the compounded value of the property prospectively. Except for the 2% inflation factor, the value of the property cannot be increased until a change of ownership occurs or additional improvements are added.

Section 51 of the Revenue and Taxation Code permits a reduction in the assessed value if the full cash value of the property has been reduced by damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. Significant reductions have taken place in some counties due to declining real estate values. Reductions made under this code section may be initiated by the County Assessor or requested by the property owner.

After a roll reduction is granted under this section, the property is reviewed on an annual basis to determine its full cash value and the valuation is adjusted accordingly. This may result in further reductions or in value increases. Such increases must be in accordance with the full cash value of the property and it may exceed the maximum annual inflationary growth rate allowed on other properties under Article XIIIA of the State Constitution. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIIIA. See "LIMITATIONS ON TAX REVENUES AND POSSIBLE SPENDING LIMITATIONS – Property Tax Limitations-Article XIIIA" below.

The taxable value of unitary property may be contested by utility companies and railroads to the State Board of Equalization. Generally, the impact of utility appeals is on the statewide value of a utility determined by the State Board of Equalization. As a result, the successful appeal of a utility may not impact the taxable value of a project area but could impact a project area's allocation of unitary property tax revenues.

Historic Appeals. The Agency has provided appeal information for the period from fiscal year 2004-05 to fiscal year 2009-10 from the Los Angeles County Assessment Appeals Board database. The table below shows a history of appeals in the Project Area. See "APPENDIX H – Fiscal Consultant Report" for more information about appeals in the Project Area.

TABLE 6
History of Appeals in Project Area

Fiscal Year	Total Appeals[1]	Resolved Appeals/No Reduction[2]	Successful Appeals/With Reduction	Percent Successful/With Reduction	Contested Original Value	Successful Appeal Value Loss	Percent of Original Value
2009-10	113	79	34	30%	$252,056,375	$(14,767,975)	5.86%
2008-09	113	90	23	20	480,601,944	(4,886,809)	1.02
2007-08	54	49	5	9	431,389,046	(237,962)	0.06
2006-07	45	32	13	29	292,690,230	(20,011,022)	6.84
2005-06	50	31	19	38	447,232,616	(29,439,330)	6.58
2004-05	70	51	19	27	227,485,526	(18,398,220)	8.09

(1) Excludes any appeals with an "open" status designation, i.e., unresolved appeals as of the date of the database.
(2) Appeals that were denied or deemed invalid by the Appeals Board, withdrawn, or applicant failed to appear.
Source: Keyser Marston Associates, Inc.

Projected Appeals and Valuation Reductions. In projecting Tax Revenues for future fiscal years, the Fiscal Consultant Report (see Appendix H) assumed the following:

1. $2,343,000 of tax refunds in fiscal year 2010-11.

2 Secured values would be incrementally reduced by a total of $116.8 million in fiscal year 2011-12 and unsecured values would be incrementally reduced by $37.9 million in fiscal year 2011-12.

The Fiscal Consultant Report made the following assumptions to calculate these projections:

1. If the parcel assessment was reduced by prior stipulation or Appeals Board action, the contested value was reduced to the reported resolved value.

2. If the applicant, in prior fiscal year appeal filings, withdrew an appeal or failed to appear for a scheduled hearing or was denied the appeal request by the Appeals Board, it was assumed that the same would occur with respect to the open appeals being filed by the applicant.

For all other appeal records, the following assumptions listed below were incorporated in the analysis.

3. For contested Secured property values less than $1 million, a reduction to the greater of either the applicant's opinion of value or 86% of the contested value was used (the 14% reduction was determined from the average percentage reduction experienced by a sampling of 71 stipulated secured appeals in the Project Area).

4. For contested Secured property values greater than $1 million, a reduction equal to the greater of either the applicant's opinion of value or 82% of the contested value was used (the 18% reduction was determined from the average percentage reduction experienced by a sampling of 31 stipulated secured appeals in the Project Area).

5. For contested Unsecured property values, a reduction equal to the greater of either the applicant's opinion of value or 85% of the contested value was used (the 15% reduction was determined

from the average percentage reduction experienced by a sampling of 10 stipulated unsecured appeals in the Project Area).

The Fiscal Consultant Report also reports that, for fiscal years 2004-05 through fiscal year 2009-10, properties that were the subject of assessment appeal filings in the Redevelopment Project only experienced an overall average net secured value reduction of 2.7% and an overall average net unsecured value reduction of 8.8%.

See APPENDIX H – "Fiscal Consultant Report" for further information.

Projected Tax Revenues

The tax increment revenue projections for the Project Area, as prepared by Keyser Marston Associates, are summarized in the table below. These projections are based upon the following assumptions:

Assessed Values

• The projections are based on the actual 2010-11 fiscal year and base year assessed real property values reported by the County Auditor-Controller, increased in fiscal year 2011-12 by 0.75% and in fiscal year 2012-13 and thereafter, by the application of the maximum annual inflationary factor allowed under Proposition 13 (a maximum of 2% per year), plus any anticipated values added from new developments identified by Agency staff (see Appendix B).

• In projecting Tax Revenues for future fiscal years, the Fiscal Consultant Report (see Appendix H) assumed (i) there would be a $2,343,000 tax refund in fiscal year 2010-11, (ii) secured values would be incrementally reduced by a total of $116.8 million in fiscal year 2011-12 and (iii) unsecured values would be incrementally reduced by $37.9 million in fiscal year 2011-12. The Fiscal Consultant Report made no assumptions about reductions in future years. See "– Appeals of Assessed Values" above.

• Future personal property values are assumed to stabilize at the previous year's level.

• Because the City's projections of future new developments occurring in the Project Area do not contain specific completion months (making an annual supplemental tax estimate difficult to project), for purposes of the projections below, the Fiscal Consultant has not included any revenues in the tax increment projection resulting from future supplemental assessments.

Net Tax Increment Revenues

• The tax rate is assumed to be 1.0037%.

• It is assumed the Agency will collect 100% of tax increment allocated to the Agency (see "Historic Assessed Value and Tax Revenues" above).

• Net tax increment revenues shown below represent the gross tax increment revenue less the sum of the County's collection fee authorized under SB 2557, which is assumed to continue in subsequent years at a factor of approximately 1.6% of gross tax increment revenue.

• Net tax increment revenues shown below also reflect a deduction for statutory pass-through payments required under AB 1290.

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•The projections deduct from tax increment revenues the full 20% required Low and Moderate Income Housing Set-Aside, but then add back a portion of the set-aside the Agency may use to pay debt service on the Senior 1993 Bonds, the Parity 1999 Series A Bonds, the Parity 2004 Bonds and the Parity 2005 Bonds (which corresponds to the proportion of the proceeds of such bonds that were used to finance low- and moderate-income housing activities). See "THE CULVER CITY REDEVELOPMENT PROJECT – Low and Moderate Income Housing."

• The Agency was required to make a SERAF payment to the County Auditor- Controller totaling $10,946,277 in fiscal year 2009-10; the Agency currently expects to be obligated to make a fiscal year 2010-11 SERAF payment of $2,251,463. Because the SERAF obligation may be paid from any revenue source available to the Agency, the obligation is not incorporated into the projections below. See "RISK FACTORS – State Budget Issues."

• According to the County Auditor-Controller, the Agency should receive nearly $407,000 in unitary tax revenues in Fiscal Year 2010-11. For purposes of the projections, it is assumed that the unitary tax revenues will stabilize at this amount in subsequent fiscal years.

• Reassessments of a property's assessed value are authorized upon a change of ownership or completion of new construction. Supplemental taxes are pro rated by the number of months that remain in the fiscal year. For purposes of the projections, it is assumed that the Agency will not receive any supplemental assessments in the future.

TABLE 8
Tax Increment Revenue Projections – Growth
Component Areas 1, 2, 3 and 4
($000's Omitted)

	Reported 2010-11	Projected 2011-12	Projected 2012-13	Projected 2013-14	Projected 2014-15	Projected 2015-16
Real Property Value	$3,633,147	$3,633,147	$3,730,992	$3,884,472	$,306,920	$4,606,872
Estimated Appeal Value Reduction	--	(116,830)	--	--	--	--
Prop 13 Inflationary Growth	--	26,372	74,620	77,689	86,138	92,137
New Development	--	188,302	78,861	344,758	213,814	--
Total Real Property Value	3,633,147	3,730,992	3,884,472	4,306,920	4,606,872	4,699,009
Personal Property	411,451	411,451	373,510	373,510	373,510	373,510
Estimated Appeal Value Reduction	--	(37,941)	--	--	--	--
Total Personal Property Value	411,451	373,510	373,510	373,510	373,510	373,510
Total Project Value	4,044,598	4,104,502	4,257,982	4,680,430	4,980,382	5,072,520
Less Base Value	(547,472)	(547,472)	(547,472)	(547,472)	(547,472)	(547,472)
Incremental Value	3,497,127	3,557,030	3,710,511	4,132,958	4,432,911	4,525,048
Gross Tax Revenue	35,101	35,702	37,242	41,482	44,493	45,418
Unitary Tax Revenue	407	407	407	407	407	407
County Admin Charge (-1.60%)	(568)	(584)	(609)	(678)	(727)	(742)
Estimated Appeal Refund	(2,343)	--	--	--	--	--
Statutory Pass-Through (1)	(2,759)	(2,893)	(3,246)	(4,207)	(5,231)	(5,538)
Annual Net Housing Set Aside (2)	(6,393)	(6,513)	(6,821)	(7,670)	(8,271)	(8,457)
Net Tax Increment for Bonds (3)	**23,445**	**26,119**	**26,973**	**29,336**	**30,672**	**31,089**
2010-11 SERAF Payment	(2,251)	--	--	--	--	--
Culver City USD Pass Through (1)	(1,569)	(1,581)	(1,613)	(1,646)	(1,679)	(1,713)
Housing Fund Repayment - SERAF) (4)	(2,550)	(2,550)	(2,550)	(2,550)	(2,550)	(350)
Net Tax Increment Remaining	17,075	21,988	22,810	25,140	26,443	29,027

(1) For Component Area No. 2, the pass-through obligation with the Culver City Unified School District is subordinate to Agency bonded indebtedness pursuant to the Subordination Agreement. The Component Area No. 2 statutory pass-through calculation excludes 24.31% representing the School District. The Tier 2 and 3 statutory pass-through payments exclude 13% representing the City General Fund Share.

(2) Equal to the amount projected to be deposited into the Low and Moderate Income Housing Fund, i.e., 20% of projected gross tax increment less the amount projected to be available to pay debt service.

(3) Equal to the amount of tax increment projected to be available to pay debt service on the Senior 1993 Bonds, the 2011 Bonds, the Parity 2005 Bonds, the Parity 2004 Bonds, the Parity 2002 Bonds and the Parity 1999 Series A Bonds. See Table 10 for a projected coverage table.

(4) The Agency borrowed moneys from the Housing Fund to pay the SERAF obligation. The Agency anticipates repaying such borrowing from tax increment revenues over a five year period through 2015-16.

Source: Keyser Marston Associates, Inc.

TABLE 9
Tax Increment Revenue Projections – No Growth
Component Areas 1, 2, 3 and 4
($000's Omitted)

	Reported 2010-11	Projected 2011-12	Projected 2012-13	Projected 2013-14	Projected 2014-15	Projected 2015-16
Real Property Value	$3,633,147	$3,633,147	$3,516,317	$3,516,317	$3,516,317	$3,516,317
Estimated Appeal Value Reduction	--	(116,830)	--	--	--	--
Prop 13 Inflationary Growth	--	--	--	--	--	--
New Development	--	--	--	--	--	--
Total Real Property Value	3,633,147	3,516,317	3,516,317	3,516,317	3,516,317	3,516,317
Personal Property	411,451	411,451	373,510	373,510	373,510	373,510
Estimated Appeal Value Reduction	--	(37,941)	--	--	--	--
Total Personal Property Value	411,451	373,510	373,510	373,510	373,510	373,510
Total Project Value	4,044,598	3,889,827	3,889,827	3,889,827	3,889,827	3,889,827
Less Base Value	(547,472)	(547,472)	(547,472)	(547,472)	(547,472)	(547,472)
Incremental Value	3,497,127	3,342,356	3,342,356	3,342,356	3,342,356	3,342,356
Gross Tax Revenue	35,101	33,547	33,547	33,547	33,547	33,547
Unitary Tax Revenue	407	407	407	407	407	407
County Admin Charge (-1.60%)	(568)	(549)	(549)	(549)	(549)	(549)
Estimated Appeal Refund	(2,343)	--	--	--	--	--
Statutory Pass-Through (1)	(2,759)	(2,460)	(2,460)	(2,460)	(2,460)	(2,460)
Annual Net Housing Set Aside (2)	(6,393)	(6,082)	(6,082)	(6,083)	(6,082)	(6,082)
Net Tax Increment for Bonds (3)	**23,445**	**24,863**	**24,863**	**24,863**	**24,864**	**24,863**
2010-11 SERAF Payment	(2,251)	--	--	--	--	--
Culver City USD Pass Through (1)	(1,569)	(1,570)	(1,570)	(1,570)	(1,570)	(1,570)
Housing Fund Repayment - SERAF(4)	(2,550)	(2,550)	(2,550)	(2,550)	(2,550)	(350)
Net Tax Increment Remaining	17,075	20,744	20,744	20,743	20,744	22,944

(1) For Component Area No. 2, the pass-through obligation with the Culver City Unified School District is subordinate to Agency bonded indebtedness pursuant to the Subordination Agreement. The Component Area No. 2 statutory pass-through calculation excludes 24.31% representing the School District. The Tier 2 and 3 statutory pass-through payments exclude 13% representing the City General Fund Share.

(2) Equal to the amount projected to be deposited into the Low and Moderate Income Housing Fund, i.e., 20% of projected gross tax increment less the amount projected to be available to pay debt service.

(3) Equal to the amount of tax increment projected to be available to pay debt service on the Senior 1993 Bonds, the 2011 Bonds, the Parity 2005 Bonds, the Parity 2004 Bonds, the Parity 2002 Bonds and the Parity 1999 Series A Bonds. See Table 11 for a projected coverage table.

(4) The Agency borrowed moneys from the Housing Fund to pay the SERAF obligation. The Agency anticipates repaying such borrowing from tax increment revenues over a five year period through 2015-16.

Source: Keyser Marston Associates, Inc.

Estimated Debt Service Coverage

The following table shows projected debt service coverage ratios based on (i) estimated tax increment available to pay debt service, using a growth scenario, on the Senior 1993 Bonds, the 2011 Bonds, the Parity 2005 Bonds, the Parity 2004 Bonds, the Parity 2002 Bonds and the Parity 1999 Series A Bonds (see Table 9) from the Project Area and (ii) the combined debt service on the Senior 1993 Bonds, the 2011 Bonds, the Parity 2005 Bonds, the Parity 2004 Bonds, the Parity 2002 Bonds and the Parity 1999 Series A Bonds. *Debt service on the outstanding Senior 1993 Bonds is payable by the Agency from tax increment on a senior basis to the 2011 Bonds,* the *Parity 2005 Bonds, the Parity 2004 Bonds, the Parity 2002 Bonds and the Parity 1999 Series A Bonds.*

TABLE 10
Culver City Redevelopment Project
Estimated Debt Service Coverage – Growth*
($000s)

Fiscal Year	Net Tax Increment (1)	Senior 1993 Bonds and Parity Bonds Debt Service	Proposed 2011 Debt Service*	Total Estimated Debt Service*	Estimated Debt Service Coverage*
2010-11	23,445	13,976	1,901	15,877	1.48x
2011-12	26,119	13,969	2,920	16,889	1.55
2012-13	26,973	13,976	2,913	16,890	1.60
2013-14	29,336	13,979	5,912	19,890	1.47
2014-15	30,672	13,972	5,921	19,892	1.54
2015-16	31,089	13,969	5,922	19,891	1.56
2016-17	31,715	13,972	5,920	19,892	1.59
2017-18	32,154	13,971	5,917	19,888	1.62
2018-19	32,602	13,974	5,918	19,891	1.64
2019-20	33,059	13,973	5,917	19,890	1.66
2020-21	33,525	13,972	5,920	19,892	1.69
2021-22	34,000	13,701	6,190	19,891	1.71
2022-23	34,164	13,632	5,999	19,630	1.74
2023-24	34,559	13,838	5,713	19,550	1.77
2024-25	34,794	7,785	11,553	19,338	1.80
2025-26	20,302		9,435	9,435	2.15
2026-27	18,156		8,130	8,130	2.23
2027-28	18,438		8,130	8,130	2.27

(1) See Table 8, growth scenario.
(2) Debt service for Senior 1993 Bonds, Parity 1999 Series A Bonds, Parity 2002 Bonds, Parity 2004 Bonds and Parity 2005 Bonds.
Source: Stone & Youngberg.

* Preliminary; subject to change.

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The following table shows projected debt service coverage ratios based on (i) estimated tax increment available to pay debt service, using a no growth scenario, on the Senior 1993 Bonds, the 2011 Bonds, the Parity 2005 Bonds, the Parity 2004 Bonds, the Parity 2002 Bonds and the Parity 1999 Series A Bonds (see Table 9) from the Project Area and (ii) the combined debt service on the Senior 1993 Bonds, the 2011 Bonds, the Parity 2005 Bonds, the Parity 2004 Bonds, the Parity 2002 Bonds and the Parity 1999 Series A Bonds. *Debt service on the outstanding Senior 1993 Bonds is payable by the Agency from tax increment on a senior basis to the 2011 Bonds,* the *Parity 2005 Bonds, the Parity 2004 Bonds, the Parity 2002 Bonds and the Parity 1999 Series A Bonds.*

TABLE 11
Culver City Redevelopment Project
Estimated Debt Service Coverage – No Growth*
($000s)

Fiscal Year	Net Tax Increment (1)	Senior 1993 Bonds and Parity Bonds Debt Service	Proposed 2011 Debt Service*	Total Estimated Debt Service*	Estimated Debt Service Coverage*
2010-11	23,445	13,976	1,901	15,877	1.48x
2011-12	24,863	13,969	2,920	16,889	1.47
2012-13	24,863	13,976	2,913	16,890	1.47
2013-14	24,863	13,979	5,912	19,890	1.25
2014-15	24,863	13,972	5,921	19,892	1.25
2015-16	24,863	13,969	5,922	19,891	1.25
2016-17	24,863	13,972	5,920	19,892	1.25
2017-18	24,863	13,971	5,917	19,888	1.25
2018-19	24,863	13,974	5,918	19,891	1.25
2019-20	24,863	13,973	5,917	19,890	1.25
2020-21	24,863	13,972	5,920	19,892	1.25
2021-22	24,863	13,701	6,190	19,891	1.25
2022-23	24,540	13,632	5,999	19,630	1.25
2023-24	24,441	13,838	5,713	19,550	1.25
2024-25	24,172	7,785	11,553	19,338	1.25
2025-26	14,069		9,435	9,435	1.49
2026-27	12,118		8,130	8,130	1.49
2027-28	12,118		8,130	8,130	1.49

(3) See Table 9, no growth scenario.
(4) Debt service for Senior 1993 Bonds, Parity 1999 Series A Bonds, Parity 2002 Bonds, Parity 2004 Bonds and Parity 2005 Bonds.
Source: Stone & Youngberg.

To estimate the revenues available to pay debt service on the 2011 Bonds, the Agency has made certain assumptions with regard to the assessed valuation in the Project Area, future tax rates and percentage of taxes collected. The Agency believes these assumptions to be reasonable, but to the extent that the assessed valuation, the tax rates or the percentage of taxes collected are less than the Agency's assumptions, the Tax Revenues available to pay debt service on the 2011 Bonds will, in all likelihood, be less than those projected. *No assurance can be given that the projections shown above will be met.*

The 2011 Bonds were sized in conformance with the test for issuing additional bonds set forth in the Indenture (see "SECURITY FOR THE 2011 BONDS – Issuance of Additional Bonds"), and accounting for the projected loss of tax increment revenues from Component Areas Nos. 1 and 2 after fiscal year 2024-25 (see "THE CULVER CITY REDEVELOPMENT PROJECT – Redevelopment Plan Limitations" and "– Major Taxable Property Owners").

* Preliminary; subject to change.

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RISK FACTORS

The following information should be considered by prospective investors in evaluating the 2011 Bonds. However, the following does not purport to be an exhaustive listing of risks and other considerations which may be relevant to investing in the 2011 Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.

Reduction in Taxable Value

Tax Revenues allocated to the Agency are determined by the amount of incremental taxable value in the Project Area allocable to the Project Area and the current rate or rates at which property in the Project Area is taxed. The reduction of taxable values of property caused by economic factors beyond the Agency's control, such as a relocation out of the Project Area by one or more major property owners, or the transfer, pursuant to California Revenue and Taxation Code Section 68, of a lower assessed valuation to property within the Project Area by a person displaced by eminent domain or similar proceedings, or the discovery of hazardous substances on a property within the Project Area (see "Hazardous Substances" below) or the complete or partial destruction of such property caused by, among other eventualities, an earthquake (see "Seismic Factors" below), flood or other natural disaster, could cause a reduction in the Tax Revenues securing the 2011 Bonds. Property owners may also appeal to the County Assessor for a reduction of their assessed valuations or the County Assessor could order a blanket reduction in assessed valuations based on then current economic conditions. See "PROJECT AREA TAX REVENUES - Appeals of Assessed Values."

Any reduction of assessed valuations and the resulting decline in Tax Revenues or the resulting property tax refunds could have an adverse effect on the Agency's ability to make timely payments of principal of and interest on the 2011 Bonds.

Reduction in Inflationary Rate

As described in greater detail below, Article XIIIA of the California Constitution provides that the full cash value base of real property used in determining taxable value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. Such measure is computed on a calendar year basis. Because Article XIIIA limits inflationary assessed value adjustments to the lesser of the actual inflationary rate or 2 percent, there have been years in which the assessed values were adjusted by actual inflationary rates, which were less than 2%.

Since Article XIIIA was approved, the annual adjustment for inflation has fallen below the 2% limitation six times: in fiscal year 1983-84, 1.000%; in fiscal year 1995-96, 1.194%; in fiscal year 1996-97, 1.115%; in fiscal year 1999-00, 1.853%; in fiscal year 2004-05, 1.867%; and in fiscal year 2009-10, (0.237)%.

The fiscal year 2011-12 inflation adjustment is anticipated to be 0.75% and commencing fiscal year 2012-13 the factor is assumed for the projections of Tax Revenues to be 2%. The Agency is unable to predict if any adjustments to the full cash value base of real property within the Project Area, whether an increase or a reduction, will be realized in the future.

Future Limits on Receiving Tax Increment

The last dates to receive tax increment revenue from Component Areas Nos. 1 and 2 are July 26, 2024 and December 28, 2024, respectively, meaning that tax increment revenue derived from those

Component Areas will become unavailable to the Agency prior to the maturity date of certain series of the Bonds. After December 28, 2024, debt service on the 2011 Bonds (final maturity date of November 1, 20__), the Parity 2005 Bonds (final maturity date of November 1, 2025), the Parity 2002 Bonds (final maturity date of November 1, 2025), the Parity 1999 Series A Bonds (final maturity date of November 1, 2025) and any Additional Bonds will be payable solely from tax increment derived from Component Areas Nos. 3 and 4. The Parity 2004 Bonds mature on November 1, 2023 and the Senior 1993 Bonds mature on November 1, 2014.

The three current largest property owners in the Project Area (all of which are affiliated with Sony), currently representing 11.01% of total (secured and unsecured) taxable value in the Project Area, are located in Component Area No. 3. Therefore, the concentration of taxable property ownership on these three Sony-affiliated entities is likely to increase significantly after fiscal year 2024-25. Significant defaults by the owners of property in Component Areas Nos. 3 and 4 in the payment of property taxes after fiscal year 2024-25 could adversely affect the ability of the Agency to pay debt service on the 2011 Bonds, the Parity 2005 Bonds, the Parity 2002 Bonds, the Parity 1999 Series A Bonds and any Additional Bonds. See "SECURITY FOR THE 2011 BONDS – Tax Revenues; Flow of Funds – Maintenance of Special Fund After November 1, 2016," "THE CULVER CITY REDEVELOPMENT PROJECT – Redevelopment Plan Limitations" and "– Major Taxable Property Owners."

Levy and Collection

The Agency does not have any independent power to levy and collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the Tax Revenues, and accordingly, could have an adverse impact on the ability of the Agency to repay the 2011 Bonds. Likewise, delinquencies in the payment of property taxes could have an adverse effect on the Agency's ability to make timely debt service payments. Because the County has not adopted the Teeter Plan, the Agency's tax increment revenues reflect actual collections rather than the amount levied. See "PROJECT AREA TAX REVENUES – Historic Assessed Value and Tax Revenues."

Risks Associated With Additional Bonds

As described in "SECURITY FOR THE 2011 BONDS – Issuance of Additional Bonds," the Agency may issue or incur obligations payable from Tax Revenues on a parity with its pledge of Tax Revenues to payment of debt service on the 2011 Bonds. In addition, debt service on the 2011 Bonds is payable from Tax Revenues on a subordinate basis with debt service on the 1993 Loan Agreements and the 1993 Bonds. The existence of and the potential for such obligations increases the risks associated with the Agency's payment of debt service on the 2011 Bonds in the event of a decrease in the Agency's collection of Tax Revenues.

Bankruptcy Risks

The enforceability of the rights and remedies of the owners of the 2011 Bonds and the obligations of the Agency may become subject to the following: the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equitable principles which may limit the specific enforcement under state law of certain remedies: the exercise by the United States of America of the powers delegated to it by the federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations of the police power inherent in the sovereignty of the State of California and its governmental bodies in the interest of servicing a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the owners of the 2011 Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise and consequently may entail risks of delay, limitation, or modification of their rights.

State Budget Issues

Transfers to Educational Revenue Augmentation Fund (ERAF)

In connection with its approval of the budget for the 1992-93, 1993-94, 1994-95, 2002-03, 2003-04, 2004-05, 2005-06, and 2008-09 fiscal years, the State Legislature enacted legislation which, among other things, reallocated funds from redevelopment agencies to school districts by shifting a portion of each agency's tax increment to school districts for such fiscal years for deposit in the Educational Revenue Augmentation Fund ("ERAF") established in each county treasury throughout the State. The aggregate amount for the transfers for all redevelopment agencies in the State in each such fiscal year was respectively, as follows: $205 million (1992-93), $65 million (1993-94), $65 million (1994-95), $75 million (2002-03), $135 million (2003-04), $250 million (2004-05), $250 million (2005-06), and $350 million (2008-09). The amount required to be paid by a redevelopment agency under such legislation was apportioned among all of its redevelopment project areas on a collective basis, and was not allocated separately to individual project areas.

The legislation adopted by the State Legislature, and signed by the Governor of the State, to implement the ERAF shift for fiscal year 2008-09 was Assembly Bill No. 1389, Chapter 751, Statutes 2008 ("AB 1389"). On April 30, 2009 (prior to the May 10, 2009 payment deadline for the ERAF transfers), a California superior court in *California Redevelopment Association v. Genest* (County of Sacramento) (Case No. 34-2008-00028334) held that the required payment by redevelopment agencies into ERAF in fiscal year 2008-09 pursuant to AB 1389 violated the California constitution and invalidated and enjoined the operation of the California Health and Safety Code section requiring such payment. On May 26, 2009, the State filed a notice that it would appeal the decision of the superior court. On or about September 28, 2009, the State withdrew its appeal of the superior court's decision in *California Redevelopment Association v. Genest.*

Transfers to Supplemental Educational Revenue Augmentation Fund (SERAF)

In connection with various legislation related to the budget for the State for its fiscal year 2009-10, in late July 2009 the State Legislature adopted, and the Governor of the State signed, Assembly Bill No. 26, Chapter 21, Statutes of 2009 ("AB 26"). AB 26 mandates that redevelopment agencies in the State make deposits to the Supplemental Educational Revenue Augmentation Fund ("SERAF") that is established in each county treasury throughout the State, in the aggregate amount of $1.7 billion for fiscal year 2009-10, which was due prior to May 10, 2010, and $350 million for fiscal year 2010-11, which is due prior to May 10, 2011. Similar to the ERAF legislation, each transfer required to be paid by a redevelopment agency under AB 26 is apportioned among all of its redevelopment project areas on a collective basis, and is not allocated separately to individual project areas.

On October 8, 2010, the State Legislature adopted, and the Governor of the State signed, the budget for the State for its fiscal year 2010-11. The State's 2010-11 budget does not require any additional transfer from redevelopment agencies to the ERAF or SERAF other than the existing transfer required under AB 26 for fiscal year 2010-11, due prior to May 10, 2011.

The California Redevelopment Association, the Union City Redevelopment Agency and the Fountain Valley Redevelopment Agency filed a lawsuit in Sacramento Superior Court on October 20, 2009 challenging the constitutionality of the SERAF transfer provisions of AB 26. Subsequently, the Court certified all redevelopment agencies in the State as a class of plaintiffs in the lawsuit. The Court announced its ruling in the case on May 4, 2010, in which it upheld the constitutionality of SERAF transfer provisions of AB 26. On August 30, 2010, the California Redevelopment Association and the other plaintiffs in the lawsuit challenging the SERAF transfer provisions of AB 26 filed an appeal to the Court's May 4, 2010 decision. The Agency cannot predict the ultimate outcome of such appeal.

The Agency made the required $10,946,277 SERAF payment for fiscal year 2009-10 by May 10, 2010 by borrowing from the Agency's Low and Moderate Income Housing Fund. The Agency is paying back the Housing Fund through five equal payments from Fiscal Year 2010-11 through 2014-15. The Agency's SERAF payment for fiscal year 2010-11 is estimated by the California Redevelopment Association to be $2,251,463 and is due by May 10, 2011. The Agency believes it will have sufficient funds to pay the full amount of the 2010-11 SERAF payment when due.

AB 26 contains provisions that subordinate the obligation of redevelopment agencies to make the SERAF payments specified therein to certain indebtedness. California Health and Safety Code Sections 33690(a)(3) and 33690.5(a)(3) state: "The obligation of any agency to make the payments required pursuant to this subdivision shall be subordinate to the lien of any pledge of collateral securing, directly or indirectly, the payment of the principal, or interest on any bonds of the agency including, without limitation, bonds secured by a pledge of taxes allocated to the agency pursuant to Section 33670 of the California Health and Safety Code. Agencies shall factor in the fiscal obligations created by this subdivision when issuing bonded indebtedness."

AB 26 imposes various restrictions on redevelopment agencies that fail to timely make the required SERAF payments, including (i) a prohibition on adding or expanding project areas, (ii) a prohibition on the incurrence of additional debt, (iii) limitations on the encumbrance and expenditure of funds, including funds for operation and administration expenses, and (iv) commencing with the July 1 following the due date of a SERAF annual payment that is not timely made, a requirement that the applicable redevelopment agency allocate an additional five percent (5%) of all taxes that are allocated to the redevelopment agency under the Redevelopment Law for low and moderate income housing for the remainder of the time that the applicable redevelopment agency receives allocations of tax revenues under the Redevelopment Law.

Proposition 22

On November 2, 2010, the voters of the State approved Proposition 22, which amended the California Constitution to prohibit the State, even during a period of severe fiscal hardship, from delaying the distribution of tax revenues for transportation, redevelopment, or local government projects and services. As amended by Proposition 22, Article XIII of the California Constitution prohibits the State Legislature from enacting a statute that requires a community redevelopment agency (i) to pay, remit, loan, or otherwise transfer, directly or indirectly, tax increment allocated to the agency (see "TAX ALLOCATION FINANCING – General Allocation of Taxes") to or for the benefit of the State, any agency of the State, or any jurisdiction, or (ii) to use, restrict, or assign a particular purpose for tax increment allocated to the agency for the benefit of the State, any agency of the State, or any jurisdiction, except for statutory tax sharing, and for the purpose of increasing, improving, and preserving the supply of low and moderate income housing available at affordable housing cost. The effect of Proposition 22 generally is to preclude the State Legislature from enacting legislation to require future ERAF or SERAF shifts or other legislation reducing the tax increment revenues allocated to redevelopment activities.

Governor's Proposed 2011-12 Budget: Disestablishment of Redevelopment Agencies

On January 10, 2010, the Governor released the proposed fiscal year 2011-12 State budget, which proposes the elimination of redevelopment. The proposed budget calls for prohibiting redevelopment agencies from creating new contracts or obligations on or after the date urgency legislation is adopted.

The proposed budget also calls for disestablishing existing agencies by July 1, 2011, and establishing successor local agencies which would be required to use the property tax that the agencies would otherwise have received to retire pre-existing agency debts and contractual obligations in accordance with existing payment schedules. In this regard, the Governor's Budget Summary for the proposed 2011-12 State budget states, "No existing obligations will be impaired." This is a reference to provisions in the federal and State Constitutions that, subject to certain exceptions, generally prohibit states from passing a law that impairs the obligations of contracts.

Under the Governor's proposal, the amount remaining in fiscal year 2011-12 after the payment of pre-existing agency obligations would be distributed on a one-time basis in various ways, including to the affected local taxing entities (including cities) and to the State General Fund to offset the costs for Medi-Cal and trial courts. Beginning in fiscal year 2012-13, the amount remaining after the payment of pre-existing agency obligations generally would be distributed to cities, counties, special districts, and K-14 schools in amounts proportionate to their share of the countywide property tax. Amounts in Low and Moderate Income Housing Funds would be shifted to local housing authorities for low and moderate income housing. The budget also proposes that the Constitution be amended to provide for 55 percent voter approval for limited tax increases and bonding against local revenues for development projects such as those projects currently undertaken by redevelopment agencies.

As with any legislative proposal by the Governor, the budget is subject to the legislative process, and as of the date of this Official Statement, it is not clear whether the Governor will have the Legislature's support regarding these proposals. In any case, it is uncertain when any budget legislation may be adopted or what the exact provisions of any such legislation will be. The potential impact of future legislation could be material to the Agency and its ability to finance or repay existing and future obligations and conduct its redevelopment activities.

The State Legislative Analyst Office, in its Overview of the Governor's Budget for fiscal year 2011-12, dated January 12, 2011, observes that if redevelopment agencies undertake new bonded indebtedness and contractual obligations within the projected next several weeks or months that are required for the State Legislature to draft, review, and complete fiscal year 2011-12 budget-related legislation, such agency actions could constrain the State's ability to redirect redevelopment revenues and to realize the State savings and local benefits anticipated in the Governor's proposal. Therefore, the Legislative Analyst Office recommends that the State Legislature pass urgency legislation as soon as possible to prohibit redevelopment agencies from taking actions that increase their debt, or from creating, amending, or extending any redevelopment project areas. The Agency cannot predict whether or when any such urgency legislation may be approved by the State Legislature, or what the provisions of any such urgency legislation actually adopted may be.

Although the Governor's Budget Summary for the proposed fiscal year 2011-12 State budget provides for successor agencies that will be required to retire redevelopment agency debts in accordance with existing payment schedules, and the federal and State Constitutions generally prohibit states from passing a law that impairs the obligation of contracts, the Agency cannot predict whether the final State budget legislation for fiscal year 2011-12 approved by the State Legislature and signed by the Governor will include the successor agency provisions proposed by the Governor or similar provisions to provide for payment of outstanding redevelopment agency debts in accordance with existing payment schedules. In the event such legislation does not provide for the payment of outstanding redevelopment agency debts in accordance with existing payment schedules, the Agency cannot predict whether or not a court would uphold the validity of such legislation based on an exception to the general federal and/or State Constitution prohibitions on the Legislature's impairment of contracts, or otherwise. Accordingly, the Agency is not able to predict the effect any such legislation, if enacted, would have on future Tax Revenues available for the payment of principal of and interest on the Bonds.

Information about the State budget and State spending is available at various State maintained websites. Text of the Governor's Budget Summary for the proposed fiscal year 2012-12 State budget, text of the current State budget, and other documents related to the State budget may be found at the website of the Department of Finance, *www.dof.ca.gov*. A nonpartisan analysis of the budget is posted by the Legislative Analyst Office at *www.lao.ca.gov*. In addition, various State official statements, many of which contain a summary of the current and past State budgets may be found at the website of the State Treasurer, *www.treasurer.ca.gov*. None of such websites is in any way incorporated into this Official Statement, and the Agency makes no representation whatsoever as to the accuracy or completeness of any of the information on such websites.

Seismic Factors

The City, like most regions in the State of California, is located in an area of seismic activity from movements along the active fault zones and, therefore, could be subject to potentially destructive earthquakes. In January 1994, an earthquake of magnitude 6.8 on the Richter Scale occurred in the northwest San Fernando Valley which caused widespread damage to commercial and residential structures. The City's General Plan Seismic Safety element identifies potential risks and hazards that may relate to future land use planning in the City. The Seismic Safety Element includes maps of known seismic, geologic and soils conditions. In addition, the City also refers to updated maps prepared by the State geologist, pursuant to the Alquist-Priolo Earthquake Fault Zoning Act and the Seismic Hazard Mapping Act, that identify hazard zones susceptible to surface faulting, liquefaction and slope failure. Construction projects within such hazard zones are required to provide to the City additional geologic studies to identify mitigation measures to limit the potential for loss of life and property damage.

According to the City's Seismic Safety Element, the two most probable major earthquake sources for the City are the San Andreas Fault Zone (located 45 miles from the City at its closest point), and the Newport-Inglewood Fault Zone, a portion of which is located within the City. The City is also in proximity to the Overland and Charnock faults, but movement along those faults is not anticipated because evidence suggests those faults are no longer active.

The occurrence of severe seismic activity in the City could result in substantial damage to property located in the Project Area, and could lead to successful appeals for reduction of assessed values of such property. Such a reduction of assessed valuations could result in a reduction of the Tax Revenues that secure the 2011 Bonds.

Hazardous Substances

An additional environmental condition that may result in the reduction in the assessed value of property would be the discovery of a hazardous substance that would limit the beneficial use of taxable property within the Project Area. In general, the owners and operators of a property may be required by law to remedy conditions of the property relating to releases or threatened releases of hazardous substances. The owner or operator may be required to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the property within the Project Area be affected by a hazardous substance, could be to reduce the marketability and value of the property by the costs of remedying the condition.

Secondary Market

There can be no guarantee that there will be a secondary market for the 2011 Bonds, or, if a secondary market exists, that the 2011 Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon the then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Loss of Tax Exemption

As discussed under the caption "CONCLUDING INFORMATION – Tax Matters," interest on the 2011 Series A Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the 2011 Series A Bonds were issued as a result of future acts or omissions of the Agency in violation of its covenants contained in the Indenture. Should such an event of taxability occur, the 2011 Series A Bonds are not subject to special redemption or any increase in interest rate and may remain outstanding until maturity.

LIMITATIONS ON TAX REVENUES AND POSSIBLE SPENDING LIMITATIONS

Property Tax Limitations - Article XIIIA

California voters, on June 6, 1978, approved an amendment (commonly known as both Proposition 13 and the Jarvis-Gann Initiative) to the California Constitution. This amendment, which added Article XIIIA to the California Constitution, among other things, affects the valuation of real property for the purpose of taxation in that it defines the full cash value of property to mean "the county assessor's valuation of real property as shown on the 1975/76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or any reduction in the consumer price index or comparable local data, or any reduction in the event of declining property value caused by damage, destruction or other factors. The amendment further limits the amount of any ad valorem tax on real property to 1 percent of the full cash value except that additional taxes may be levied to pay debt service on indebtedness approved by the voters prior to July 1, 1978. In addition, an amendment to Article XIII was adopted in June 1986 by initiative which exempts any bonded indebtedness approved by two-thirds of the votes cast by voters for the acquisition or improvement of real property from the 1 percent limitation.

In the general election held November 4, 1986, voters of the State of California approved two measures, Propositions 58 and 60, which further amend Article XIIIA. Proposition 58 amends Article XIIIA to provide that the terms "purchased" and "change of ownership," for purposes of determining full cash value of property under Article XIIIA, do not include the purchase or transfer of (1) real property between spouses and (2) the principal residence and the first $1,000,000 of other property between parents and children.

Proposition 60 amends Article XIIIA to permit the Legislature to allow persons over age 55 who sell their residence to buy or build another of equal or lesser value within two years in the same county, to transfer the old residence's assessed value to the new residence. Pursuant to Proposition 60, the Legislature has enacted legislation permitting counties to implement the provisions of Proposition 60.

Challenges to Article XIIIA

There have been many challenges to Article XIIIA of the California Constitution. Recently, the United States Supreme Court heard the appeal in *Nordlinger v. Hahn,* a challenge relating to residential property. Based upon the facts presented in *Nordlinger,* the United States Supreme Court held that the method of property tax assessment under Article XIIIA did not violate the federal Constitution. The Agency cannot predict whether there will be any future challenges to California's present system of property tax assessment and cannot evaluate the ultimate effect on the Agency's receipt of tax increment revenues should a future decision hold unconstitutional the method of assessing property.

Implementing Legislation

Legislation enacted by the California Legislature to implement Article XIIIA (Statutes of 1978, Chapter 292, as amended) provides that, notwithstanding any other law, local agencies may not levy any property tax, except to pay debt service on indebtedness approved by the voters prior to July 1, 1978, and that each county will levy the maximum tax permitted by Article XIIIA.

The apportionment of property taxes in fiscal years after 1978/79 has been revised pursuant to Statutes of 1979, Chapter 282 which provides relief funds from State moneys beginning in fiscal year 1978/79 and is designed to provide a permanent system for sharing State taxes and budget surplus funds with local agencies. Under Chapter 282, cities and counties receive about one-third more of the remaining property tax revenues collected under Proposition 13 instead of direct State aid. School districts receive a correspondingly reduced amount of property taxes, but receive compensation directly from the State and are given additional relief.

Future assessed valuation growth allowed under Article XIIIA (new construction, change of ownership, 2% annual value growth) will be allocated on the basis of "situs" among the jurisdictions that serve the tax rate area within which the growth occurs except for certain utility property assessed by the State Board of Equalization which is allocated by a different method discussed herein.

Property Tax Collection Procedures

Classifications. In California, property which is subject to ad valorem taxes is classified as "secured" or "unsecured." Secured and unsecured property are entered on separate parts of the assessment roll maintained by the county assessor. The secured classification includes property on which any property tax levied by the County becomes a lien on that property sufficient, in the opinion of the county assessor, to secure payment of the taxes. Every tax which becomes a lien on secured property has priority over all other liens on the secured property, regardless of the time of the creation of other liens. A tax levied on unsecured property does not become a lien against unsecured property, but may become a lien on certain other property owned by the taxpayer.

Collections. The method of collecting delinquent taxes is substantially different for the two classifications of property. The taxing authority has four ways of collecting unsecured property taxes in the absence of timely payment by the taxpayer: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder's office, in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of the personal property, improvements or possessory interests belonging or assessed to the assessee.

The exclusive means of enforcing the payment of delinquent taxes with respect to property on the secured roll is the sale of property securing the taxes to the State for the amount of taxes which are delinquent.

Penalties. A 10 percent penalty is added to delinquent taxes which have been levied with respect to property on the secured roll. In addition, property on the secured roll on which taxes are delinquent is declared in default on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1.5 percent per month to the time of redemption and a $15 Redemption Fee. If taxes are unpaid for a period of five years or more, the property is recorded in a "Power to Sell" status and is subject to sale by the county tax collector. A 10 percent penalty also applies to the delinquent taxes on property on the unsecured roll, and further, an additional penalty of 1-1/2 percent per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date.

Delinquencies. The valuation of property is determined as of January 1 each year and equal installments of taxes levied upon secured property become delinquent on the following December 10 and April 10. Taxes on unsecured property are due January 1. Unsecured taxes enrolled by July 31, if unpaid, are delinquent August 31 at 5:00 p.m. and are subject to penalty; unsecured taxes added to roll after July 31, if unpaid, are delinquent on the last day of the month succeeding the month of enrollment.

Disbursement to the Agency. The secured tax revenues are disbursed beginning in December with a 35 percent advance payment followed by a 5% advance in January. A reconciliation payment reflecting actual first installment collections is made in February. In April, 75% of the total levy is disbursed to the Agency, followed by a reconciliation payment in May reflecting actual second installment collections. Final payments are generally allocated in August. Over-allocations, if any, are deducted from the next year's allocation. The unsecured tax increment revenues are advanced in November and March of each year, with final reconciliation payments made in August.

Supplemental Assessments. A bill enacted in 1983, SB 813 (Statutes of 1983, Chapter 498), provides for the supplemental assessment and taxation of property as of the occurrence of a change in ownership or completion of new construction. The statute may provide increased revenue to redevelopment agencies to the extent that supplemental assessments as a result of new construction or changes of ownership occur within the boundaries of redevelopment projects subsequent to the lien date. To the extent such supplemental assessments occur within the Project Area, Tax Revenues may increase. The Fiscal Consultant has not included supplemental assessments in the tax increment projection set forth in Table 8.

Tax Collection Fees. SB 2557 (Chapter 466, Statutes of 1990) permits county auditors to withhold a portion of annual tax revenues for the recovery of county charges related to property tax administration services to cities in an amount equal to their property tax administration costs proportionately attributable to cities. Subsequent legislation specifically includes redevelopment agencies among the entities which are subject to a property tax administration charge.

See "TAX REVENUES – Projected Tax Revenues" for a discussion of the Agency's projected assumptions regarding future County administrative charges.

Unitary Property

AB 2890 (Statutes of 1986, Chapter 1457) provides that, commencing with the fiscal year 1988-89, assessed value derived from State-assessed unitary property (consisting mostly of operational property owned by utility companies and herein defined as "Unitary Property") is to be allocated county-wide as follows: (i) each tax rate area will receive the same amount from each assessed utility received in the previous fiscal year unless the applicable county-wide values are insufficient to do so, in which case values will be allocated to each tax rate area on a pro-rata basis; and (ii) if values to be allocated are greater than in the previous fiscal year, each tax rate area will receive a pro-rata share of the increase from each assessed utility according to a specified formula. Additionally, the lien date on State-assessed property has been changed to January 1. Railroad property will continue to be assessed and revenues allocated to all tax rate areas where the railroad property is sited.

See "TAX REVENUES – Projected Tax Revenues" for a discussion of the Agency's projected assumptions regarding future unitary tax revenues.

Appropriations Limitations – Article XIIIB

On November 6, 1979, California voters approved Proposition 4, the so-called Gann Initiative, which added Article XIIIB to the California Constitution. The principal effect of Article XIIIB is to limit the annual appropriations of the State and any city, county, school district, authority or other political subdivision of the State to the level of appropriations for the prior fiscal year, as adjusted for changes in the cost of living, population and services rendered by the government entity.

Effective November 30, 1980, the California Legislature added Section 33678 to the Redevelopment Law which provided that the allocation of taxes to a redevelopment agency for the purpose of paying principal of, or interest on, loans, advances, or indebtedness will not be deemed the receipt by such agency of proceeds of taxes levied by or on behalf of the agency within the meaning of Article XIIIB, nor will such portion of taxes be deemed receipt of taxes by, or an appropriation subject to the limitation of, any other public body within the meaning or for the purpose of the Constitution and laws of the State, including Section 33678 of the Redevelopment Law.

Exclusion of Tax Revenues for General Obligation Bonds Debt Service

An initiative to amend the California Constitution entitled "Property Tax Revenues Redevelopment Agencies" was approved by California voters at the November 8, 1988 general election. Under prior law, a redevelopment agency using tax increment revenue received additional property tax revenue whenever a local government increased its property tax rate to pay off its general obligation bonds. This initiative amended the California Constitution to allow the California Legislature to prohibit redevelopment agencies from receiving any of the property tax revenues raised by increased property tax rates imposed by local governments to make payments on their bonded indebtedness. The initiative only applies to tax rates levied to finance general obligation bonds approved by the voters on or after January 1, 1989. Any revenue reduction to redevelopment agencies would depend on the number and value of the general obligation bonds approved by voters in prior years, which tax rate will reduce due to increased valuation subject to the tax or the retirement of the indebtedness. The Agency did not experience a revenue loss as a result of the initiative.

Senate Bill 1045; Senate Bill 1096

Pursuant to Senate Bill 1045 ("SB 1045") in connection with adoption of statutes requiring an ERAF shift for fiscal year 2003-04, and pursuant to Senate Bill 1096 ("SB 1096") in connection with the adoption of statutes requiring an ERAF shift for fiscal years 2004-05 and 2005-06, the State Legislature authorized amendments of redevelopment plans to extend by one year the time limit of the effectiveness of the plan and the time limit to repay indebtedness and receive tax increment.

With respect to SB 1045 and SB 1096, the Agency has extended the time limits of the Component Areas as permitted by SB 1045 pursuant to Ordinance No. 2004-0001 adopted on January 12, 2004 and pursuant to SB 1096 by an ordinance adopted on September 12, 2005.

Proposition 218

On November 5, 1996, California voters approved Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional

Amendment. Proposition 218 added Articles XIIIC and XIIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges. Tax Revenues securing the Bonds are derived from property taxes which are outside the scope of taxes, assessments and property-related fees and charges which were limited by Proposition 218.

Future Initiatives

Article XIIIA, Article XIIIB and certain other propositions affecting property tax levies were each adopted as measures which qualified for the ballot pursuant to California's initiative process. From time to time other initiative measures could be adopted, further affecting Agency revenues or the Agency's ability to expend revenues.

CONCLUDING INFORMATION

Litigation

There is no litigation pending or, to the knowledge of the Agency or the City, threatened in any way to restrain or enjoin the issuance, execution or delivery of the 2011 Bonds, to contest the validity of the 2011 Bonds, the Indenture or any proceedings of the Agency or the City with respect thereto. In the opinion of the Agency, the City and their counsel, there are no lawsuits or claims pending against the Agency or the City which will materially affect the finances of the Agency or City so as to impair the ability to pay principal of and interest on the 2011 Bonds when due.

Ratings

Standard & Poor's has assigned its municipal bond rating of "__" to the 2011 Bonds. The ratings issued reflect only the view of such rating agency, and any explanation of the significance of such ratings should be obtained from such rating agency. There is no assurance that such ratings will be retained for any given period of time or that they will not be revised downward or withdrawn entirely by such rating agency if, in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of any ratings obtained may have an adverse effect on the market price of the 2011 Bonds.

Tax Matters

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements which must be met subsequent to the issuance and delivery of the 2011 Series A Bonds for interest thereon to be and remain excluded from gross income for Federal income tax purposes. Noncompliance with such requirements could cause interest on the 2011 Series A Bonds to be included in gross income for Federal income tax purposes retroactive to their date of issue. These requirements include, but are not limited to, provisions which limit how the proceeds of the 2011 Series A Bonds may be spent and invested, and generally require that certain investment earnings be rebated on a periodic basis to the United States of America. The Agency has made certifications and representations and has covenanted to maintain the exclusion of the interest on the 2011 Series A Bonds from gross income for Federal income tax purposes pursuant to Section 103 of the Code.

In the opinion of Richards, Watson & Gershon, A Professional Corporation, Bond Counsel, under existing law and assuming the accuracy of such certifications and representations by the Agency and compliance with such covenants, (i) interest on the 2011 Series A Bonds is excluded from gross income for Federal income tax purposes under Section 103 of the Code, and (ii) the 2011 Series A Bonds are not "specified private activity bonds" within the meaning of Section 57(a)(5) of the Code and, therefore, interest on the 2011 Series A Bonds is not a preference item for purposes of computing the alternative minimum tax imposed by Section 55 of the Code.

Under the Code, a portion of the interest on the 2011 Series A Bonds earned by certain corporations may be subject to a federal corporate alternative minimum tax. In addition, interest on the 2011 Series A Bonds may be subject to a federal branch profits tax imposed on certain foreign corporations doing business in the United States and to a federal tax imposed on excess net passive income of certain S corporations. The exclusion of interest from gross income for federal income tax purposes may have certain adverse federal income tax consequences on items of income, deduction or credit for certain taxpayers, including financial institutions, certain insurance companies, recipients of Social Security and Railroad Retirement benefits, those deemed to incur or continue indebtedness to acquire or carry tax-exempt obligations, and individuals eligible for the earned income tax credit. Bond Counsel will express no opinion regarding these and other such consequences.

Bond Counsel has not undertaken to advise in the future whether any circumstances or events occurring after the date of issuance of the 2011 Series A Bonds may affect the tax status of interest on the Bonds. No assurance can be given that future legislation, or amendments to the Code, if enacted into law, will not contain provisions which could eliminate, or directly or indirectly reduce, the benefit of the exclusion of interest on the 2011 Series A Bonds from gross income for Federal income tax purposes. Certain requirements and procedures contained or referred to in relevant documents may be changed and certain actions may be taken, under the circumstances and subject to the terms and conditions set forth in such documents, upon the advice or with the approving opinion of nationally recognized bond counsel. Bond Counsel expresses no opinion as to any 2011 Series A Bonds, or the interest thereon, if any such change occurs or action is taken upon the advice or approval of bond counsel other than Richards, Watson & Gershon, A Professional Corporation.

If the issue price of a 2011 Series A Bond (the first price at which a substantial amount of the bonds of a maturity are to be sold to the public) is less than the stated redemption price at maturity of such 2011 Series A Bond, the difference constitutes original issue discount, the accrual of which is excluded from gross income for Federal income tax purposes to the same extent as interest on the 2011 Series A Bonds. Further, such original issue discount accrues actuarially on a constant yield method over the term of each such 2011 Series A Bond and the basis of each 2011 Series A Bond acquired at such initial offering price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount is generally taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such 2011 Series A Bonds. Purchasers who acquire 2011 Series A Bonds with original issue discount are advised that they should consult with their own independent tax advisors with respect to the federal, state and local tax consequences of owning such 2011 Series A Bonds.

If the issue price of a 2011 Series A Bond is greater than the stated redemption price at maturity of such 2011 Series A Bond, the difference constitutes original issue premium, the amortization of which is not deductible from gross income for Federal income tax purposes. Original issue premium is amortized over the period to maturity of such 2011 Series A Bond based on the yield to maturity of that 2011 Series A Bond (or, in the case of a 2011 Series A Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Bond), compounded semiannually. For purposes of determining gain or loss on the sale or other disposition of such 2011 Series A Bond, the purchaser is required to decrease such purchaser's adjusted basis in such 2011 Series A Bond by the amount of premium that has amortized while the purchaser has owned the 2011 Series A Bond. Purchasers who acquire 2011 Series A Bonds with original issue premium are advised that they should consult with their own independent tax advisors with respect to the federal, state and local tax consequences of owning such 2011 Series A Bonds.

Payments of interest on tax-exempt obligations, including the 2011 Series A Bonds, are generally subject to IRS Form 1099-INT information reporting requirements. If an owner of a 2011 Series A Bond is subject to backup withholding under those requirements, then payments of interest will also be subject to backup withholding. Those requirements do not affect the exclusion of such interest from gross income for federal income tax purposes.

Prospective purchasers of the 2011 Series A Bonds should consult their own independent tax advisers regarding pending or proposed federal and state tax legislation and court proceedings, and prospective purchasers of the 2011 Series A Bonds at other than their original issuance at the respective prices indicated on the cover of this Official Statement should also consult their own tax advisers regarding other tax considerations such as the consequences of market discount, as to all of which Bond Counsel expresses no opinion.

The Internal Revenue Service has established a program to audit issues of tax-exempt bonds in order to determine whether, in its view, interest should instead be included in gross income of the Bondholders for purposes of federal income taxation. It cannot be predicted whether or not the 2011 Series A Bonds will be subjected to such an audit. If such an audit is undertaken, it could adversely affect the market value of the 2011 Series A Bonds until the audit is concluded, regardless of the ultimate outcome of the audit.

Bond Counsel expresses no opinion on whether interest on the 2011 Series B Bonds is excluded from gross income for federal income tax purposes, and it is not the intent of the Agency that such interest be tax-exempt.

Bond Counsel is also of the opinion that under existing law, interest on both the 2011 Series A Bonds and 2011 Series B Bonds is exempt from State of California personal income taxes.

A copy of each of the proposed forms of Bond Counsel's final approving opinions with respect to the 2011 Series A Bonds and the 2011 Series B Bonds is attached hereto as APPENDIX E.

Continuing Disclosure

The Agency has undertaken for the benefit of holders and beneficial owners of the 2011 Bonds to provide certain financial information and operating data relating to the Agency by not later than nine months following the end of the Agency's fiscal year (currently by March 31 each year based upon the June 30 end of the Agency's fiscal year), commencing March 31, 2012 with the report for the 2010-11 Fiscal Year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events, if material. The Annual Report and notices will be filed by the Agency with the Municipal Securities Rulemaking Board. The specific nature of the information to be contained in the Annual Report or the notices of material events is set forth in "APPENDIX F – Form of Continuing Disclosure Agreement." These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) (the "Rule"). [***confirm*** - The Agency has not failed to comply in any material respects with previous undertakings to provide annual reports and notices of material events under the Rule in the past five years.]

Underwriting

Stone & Youngberg LLC (the "Underwriter") has agreed to purchase the 2011 Series A Bonds at a purchase price of $_______ (being the principal amount of the 2011 Series A Bonds ($________) [less/plus] a net original issue [discount/premium] of $________ and less an underwriter's discount of $________). The Underwriter has agreed to purchase the 2011 Series B Bonds at a purchase price of $_______ (being the principal amount of the 2011 Series B Bonds ($________) [less/plus] a net original issue [discount/premium] of $________ and less an underwriter's discount of $________). The Underwriter may change the initial public offering prices of the Bonds from time to time. The Bond Purchase Agreement provides that the Underwriter will purchase all the 2011 Bonds if any are purchased, and that the obligation to make such purchase is subject to certain terms and conditions set forth in the Bond Purchase Agreement, including, among others, the approval of certain legal matters by counsel.

Professionals Involved in the Offering

The following professionals are participating in this financing: Richards, Watson & Gershon, A Professional Corporation, as Bond Counsel and Disclosure Counsel; Kane Ballmer & Berkman, as Agency counsel; Keyser Marston Associates, Inc., as Fiscal Consultant; Fieldman, Rolapp & Associates, as Financial Advisor to the Agency; U.S. Bank National Association, as Trustee; Stone & Youngberg LLC, as Underwriter; and Jones Hall, A Professional Law Corporation, as Underwriter's counsel. The fees of Bond Counsel, Disclosure Counsel, the Underwriter and Underwriter's counsel are contingent on the issuance of the Bonds.

EXECUTION

The execution and delivery of this Official Statement has been duly authorized by the Agency.

CULVER CITY REDEVELOPMENT AGENCY

By: ______________________________

Executive Director

APPENDIX A

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

APPENDIX B

PROPERTY OWNERSHIP IN THE PROJECT AREA

Current Developments. The following discussion summarizes information regarding current office, industrial, retail, residential and public developments in the Project Area.

Office/Industrial.

Corporate Pointe. In 1981, the Agency entered into a Disposition and Development Agreement ("DDA") for the development of Corporate Pointe, a master-planned multi-phase development that provides for up to 1,550,000 square-feet of gross leaseable floor area of office space, including restaurants and associated retail stores. To date, six of the nine planned buildings have been constructed containing approximately 745,377 square-feet of office space. Entitlements for two, 12-story, 250,000 square-foot office buildings at 600 and 700 Corporate Pointe were approved in 1987. 600 Corporate Pointe is built and owned by Arden Realty and 700 Corporate Pointe has yet to be constructed. Twelve acres still remain vacant in the Corporate Pointe area. For nine of those remaining 12 acres, the Agency has entered into an agreement with Symantec Corporation for the development of a research and development facility. Symantec obtained approval of entitlements for 550,000 square-feet of office space in two, four-story buildings and a multi-level parking structure. Development costs are estimated at approximately $89.2 million. Construction is expected to begin in late-2005 with occupancy in fiscal year 2007-08 (and the value expected to be added to the tax rolls in fiscal year 2008-09). 700 Corporate Pointe is an entitled project anticipated to add $45 millions of assessed value to the Project Area. The project provides new Class A office space comprised of 287,000 sq. ft. to the City's office building stock. Construction cost is estimated to be $47 million dollars. The project provides new Class A office space comprised of 287,000 sq. ft. to the City's office building stock.

Fox Hills Business Park. In August 2004, Broadreach Capital Partners, LLC acquired a 157,000-SF office campus known as "Park Place" for $27.25 million.

Jefferson Boulevard. The Agency adopted a Design for Development ("DFD") for the north side of Jefferson Boulevard in 1977 to guide future development. The properties subject to the DFD have been redeveloped or substantially rehabilitated. In November 2002, National Public Radio ("NPR") acquired and rehabilitated a 25,000 square-foot building at 9099 Jefferson Boulevard to operate NPR's West Coast Production Center. Other businesses along Jefferson Boulevard include Price Grabber.com L L C, Q-tech Corporation and the architectural firm HOK. In May 2003, the Agency approved development plans for construction of a 241,872 square-foot, flex industrial/office building at 10100 Jefferson Boulevard, but entitlements expired in June 2005.

Howard Industries. Howard Industries project includes a warehouse, distribution and office facility for heating, ventilation and air conditioning equipment distribution, consisting of approximately 164,000 square-feet.

Washington Boulevard (Helms Area). The Agency approved development plans for construction of a 43,747 square-foot, two-story office, art gallery, café, and live-work units at 8601 Washington Boulevard. Development costs are approximately $1.5 million. The Helms Bakery offers goods from Alan Desk, H.D. Buttercup Plummers, and Room & Board, and offers dining by Father's Office, La Dijonaise, and Lukshon (noted as one of the best new restaurants in the Los Angeles region).

Hayden Tract. The 57-acre area known as the Hayden Tract is the City's largest and oldest industrial area containing almost 1.5 million square-feet of leaseable industrial and commercial space. The area boasts some of the most interesting adaptive architecture, with several buildings creatively redesigned by award-winning architect Eric Owen Moss, and earning the distinction as "Architecture as Art". The Agency has funded public improvements (such as street lighting, street trees and parking lot improvements) and provided financial assistance to new businesses in this area. Among the area's notable businesses are Smashbox Photo Studio and Cosmetics, N B C Productions, Debbie Allen Dance Academy, Ogilvy & Mather (advertising), Sussman/Prejza (graphic design), Rock & Republic Enterprise Inc. (clothing designers), Jason Natural Products (natural cosmetics), Discus Dental Supply, Southern California Graphics (printing), National Gym Supply, Big Imagination Group (marketing), Viant (Internet services), Bidz.com (Internet services) and HSI Productions (commercial production). The RDA is partnering with adjacent businesses and property owners to develop more than 200 additional parking spaces to the Hayden Tract area. On-going maintenance would be funded through a property based assessment district.

Entertainment-Related Uses.

Sony Pictures Studios. Sony Studios is a major land owner and employer in Culver City located at 10202 Washington Boulevard. The property is approximately 46.11 acres and located within Culver City Redevelopment Project Component Area No. 3. The Studios currently houses 22 sound stages ranging from 7,600 – 43,000 square feet. Sony Studios is currently implementing a long range master plan for the entertainment facility with the goal of creating a sustainable campus environment that provides ample open space, new production, offices and commissary to enhance the quality of the work environment. The following components are part of the current implementation plan: 1.) 4th Avenue Building -- a 117,058 square foot four story office building; 2.) The Culver Blvd. Building -- a 105,646 square foot 4 story office building with an employee health club; 3.) A new park centrally location between the 4th Avenue and Culver Blvd. Office Buildings; 4.) A six level parking garage housing approximately 1,015 parking spaces; 5). Two new digital stages and support areas totaling 37,656 feet; 6) New entrance gates at Motor Avenue and Mentone Avenue. The value of these improvements totaled over $53 million dollars.

The Culver Studios The Culver Studios is a major land owner and employer in Culver City occupying a 14 acre site with a fully operational entertainment studio. The Culver Studios is currently implementing a long-range master plan that includes a recently completed a new/office support building (Building J) and a new above ground parking structure. Both projects are part of Comprehensive Plan Amendment #5. The projects have improved operations and have filled the need for additional support, office and parking. Building J is 48,216 square feet with a valuation of $8.4 million dollars and the 2-story, 3 ½ tiered parking structure is 70,201 square feet with a valuation of approximately $4 million dollars.

Commercial/Retail.

Westfield Culver City – is a newly remodeled 1.3 million sq. ft regional retail mall. The renovation includes a 167,000 sq. ft. mall expansion that provides new retail and restaurant tenant space. New tenanting includes Target, Best Buy, Forever 21, H & M, Coach, Hollister and BJ's Brewhouse. Westfield Culver City improvements were valued at $180 million dollars. The Redevelopment Agency contributed tax increment toward the renovation to leverage the renovation. The mall received 10 million visitors last year, currently employs 2,000 people and is exceeding sales tax projections.

Downtown Area. In 2003, OliverMcMillan Culver City, LLC opened a mixed-use entertainment complex, Town Plaza Development, in the heart of downtown. The project includes a 1,850 seat Pacific

Theaters Culver Stadium 12 cinema (12 screens), a Trader Joe's Market, Daphne's Greek Café and Coldstone Creamery. Town Plaza, a major pedestrian plaza expansion valued at approximately $3 million dollars will commence with improvements that include special paving, lighting, landscaping and water features and will provide a new venue for special arts and music events and connect to the Parcel B redevelopment and Culver Hotel. The Redevelopment Agency is currently soliciting developer interest to develop an entitled 118,000 sq. ft. office and retail project on the Agency's last major, un-built redevelopment parcel in downtown. The project is valued at more than $70 million. Plans for Parcel B (currently vacant) consist of a three-story building containing 115,108 gross leasable square-feet, of which 40,335 square-feet of space is for ground floor retail or restaurant/café space, and 74,773 square-feet of office space. Other restaurants in the Downtown area include Rush Street, Gyenari, Kay & Dave's, Tender Greens, Ford's Filling Station, K-ZO, Novecento Pasta & Grill, Santa Maria Barbecue Co. Cafe, Native Foods, Le Epicerie Market, Libra, Lunch, Le Saint Amour, Meet, Kaizuka, Honey Kettle's Fried Chicken, Ugo Italian Café, The Culver Hotel and Starbuck's Coffee. Businesses include Gregg Fleishman Gallery, Wonderful World of Animation, Alandales, The Wellness Spa and Wolcott Architecture and Interiors. The Redevelopment Agency has entered into an ENA to redevelop Agency owned property in the downtown for a new jazz theater located adjacent to the redeveloped Kirk Douglas Theater. The project will provide a 150 seat jazz theater, community performing space, jazz museum and ground level café. The Redevelopment Agency has entered into a long-term parking agreement to supply the historic Culver Hotel with off-site parking to accommodate guest parking needs. The agreement requires the hotel to make more than $2 million in improvements and ensures the ongoing operation of the hotel as a high-quality, boutique hotel.

Kite Site Master Plan. In 1994, the Agency approved a DDA with Office Depot, Inc., Circuit City Stores, Inc., and General Motors, for a master planned development for the Kite Site, a major parcel owned by the Agency. The 25,000 square-foot Office Depot and the 33,000 square-foot Sprouts opened in Summer 2010. Sprouts Farmer's Market opened in June 2010 providing a 32,000-square-foot grocery store which is the chain's first LEED-certified market and its second using refrigerant technologies that will qualify for the EPA's environmentally friendly GreenChill certification. The project improvements are valued at $1.5 million.

Target Shopping Center. In 2005, Target spent approximately $3 million remodeling their 133,116 square-foot store, including the sales floor, stock rooms, snack bar, pharmacy and restrooms. In March 2005, Bed, Bath & Beyond submitted building plans for $850,000 in tenant improvements to occupy an existing 27,396 square-foot retail space adjacent to Target.

Studio Village Shopping Center. This five-acre, 55,675 square-foot retail commercial development consists of 15 shops, including a Pavilions, TJ Maxx, Ross Dress for Less, Rite Aid Drug, Carter's, Pier 1 Imports and PETsMART.

Culver Center. (formerly Westside Walk) is a 50-year old community shopping center that was rehabilitated in 2000 pursuant to a DDA with the Agency. Major tenants of this 10.5 acre, 204,725 square-foot facility include a 45,000 square-foot Best Buy with an upper-level parking deck, and 48,000 square-foot Ralphs Market, Rite-Aid Drug, Sit 'n Sleep, Bally's Health Club, Starbuck's, Best Buy, a branch of Bank of America, and several food establishments including Baja Fresh, Panda Express, Subway, CPK ASAP and Famima. The Culver Center is owned by Culver Center Partners, LLC.

Car Dealerships. The Project Area contains four car dealerships, including Mike Miller Toyota, Mike Miller Honda, Bunin Chevrolet and Westside Volvo.

Costco. A 223,000 square-foot commercial development was completed on an 18-acre site on Washington Boulevard, which includes a Costco Store (opened in 1999), Albertson's Market, Starbucks Coffee, First Federal Bank and other retail tenants.

Washington National --The Triangle Site – The Agency has assembled $24 million of property and entered into multi-party agreements with the Metropolitan Transit Authority, the Expo Construction Authority and the City of Los Angeles to develop a 5.1 acre Transit Oriented Development project at the Washington National Triangle Site. The mixed use development project will include up to 150 housing units, 200,000 sq. ft. of office, 70,000 sq. ft. of retail and restaurants, a 148 room boutique hotel with a 1/3 acre of open space and is valued at $250 million.

Washington National Area Improvement Plan – The Agency has committed $4 million to infrastructure and streetscape improvements for the emerging transit oriented development district around Washington National.

Washington Centinela – is a 25,000 sq. ft. market hall, office and retail development which includes a new 245 car public parking garage planned for the West Washington area. The project is valued at $28 million will anchor the westerly part of the city. The development will offer sit-down dining, unique/high-quality food products (gourmet pastries, meats, spices, produce, etc.), and neighborhood serving retail.

The Baldwin Site - The Baldwin Hotel property located at 12803 West Washington Blvd will be redeveloped with a 35,000 sq. ft office/retail/restaurant project. The site is entitled and in a Development and Disposition Agreement. The project will provide a new creative office building and public parking available to business/property owners in the area. The building will feature a sustainable design including a green roof, solar photovoltaics and natural lighting, heating and cooling.

ECF / Machado Road Parking- RDA is working with Exceptional Children's Foundation (ECF) to re-use a remnant parcel of land near Jefferson Blvd. and Machado to develop school parking facilities.

Residential.

Tilden Terrace – is a mixed use retail and affordable housing development located at 11042 - 11056 Washington Blvd in the West Washington Area. The Agency entered into an ENA to develop the site with office and retail uses. The project includes new streetscape and capital improvements and a new area commercial rehabilitation program for abutting properties. The project is valued at approximately $21 million dollars.

Globe Avenue Housing - The Agency is in the process of selecting a development company to redevelop Agency owned property for a twelve unit housing development valued at $6.3 million.

The Classics at Heritage Park. In 1998, the Agency approved a DDA with Braemar Urban Ventures, The Lee Group, Inc., and the Educational Resource and Services Center, Inc. (ERAS) for the sale and development of the former Studio Drive-In Theatre, a nine-acre site located between Sepulveda Boulevard and Jefferson Boulevard. The development, which was completed in 2000, consists of 57 single family dwellings, known as "The Classics at Heritage Park" and a 39,000 square-foot facility for the Kayne-ERAS Center.

Grand View Palms. Building permits were issued in 2002 for the development of a new 70 unit residential assisted living/elderly care facility. The project is currently under construction. Development costs are valued at approximately $5,613,000.

Public Improvements and Facilities.

City Hall and Other Public Buildings. The Agency funded and managed the construction of an 80,000 square-foot City Hall, completed in the summer of 1995. Also in Downtown, the Agency funded construction of the 330-space Watseka Public Parking Structure (completed in 1992), Replacement Fire Station No. 1 (completed in 1993), and construction of the 400-space Cardiff Public Parking Structure (completed in 1999).

Downtown Streetscape. The City and Agency have made the reanimation of the Downtown area a priority and have recently funded numerous improvements to Culver Boulevard including 30-foot wide sidewalks, street furniture, landscaped median islands, street trees, reconstruction of the Culver/Washington Boulevard intersection, and funding of extensive public art installations. Other improvements include façade grants to renovate existing buildings and the construction of three parking structures to provide a total of 1,530 parking spaces to serve the Downtown area.

Kirk Douglas Theatre. In 1985, the Agency acquired the Culver Theater, a motion picture theater. The Agency approved an agreement with Center Theatre Group, the performing arts group that operates the Mark Taper Forum and Ahmanson Theater in Los Angeles, to renovate and operate this facility as a 320-seat live performing arts venue. The theater was renamed the Kirk Douglas Theatre in honor of a $2.5 million donation by Anne and Kirk Douglas. Construction was completed October 2004.

Ivy Substation and Media Park. Pursuant to the terms of a 50-year lease executed in 1987 with the City of Los Angeles, the Agency completed the award winning renovation of Ivy Substation and Media Park. The Ivy Substation is an historic building identified on the National Register of Historic Places. This facility can be rented for private parties, and is also used for cultural activities and as a live performance venue. In June 2005, the Agency announced that one of Southern California's most successful theater companies, The Actors' Gang, with artistic director Tim Robbins, is the resident company at the Theatre. The Actors' Gang's five-year contract begins on July 1, 2005. Having The Actors' Gang as a resident theater company in the Ivy provides a theatre district anchored by the Kirk Douglas Theatre on one end and the Ivy on the other end of historic downtown along Culver Boulevard.

Police Headquarters. A 10,000 square-foot expansion to the Culver City Police Department headquarters facility, funded and managed by the Agency, was completed in 1999.

Senior Center. Construction was completed in 2003 for a new 27,300 square-foot senior center on the three-acre former Interim City Hall site at 4095 Overland Avenue.

Paseo Network. In November 1997, the Agency approved the Paseo Network Concept Plan, which set forth the framework and priorities for making improvements to alleyways in the Downtown area. The Agency completed the first link of the Paseo Network in 1997 with improvements adjacent to 9523 Culver Blvd., and a second phase in 1999. The Agency completed the third and final phase in 2002.

Revitalization Programs.

West Washington Area Improvement Plan – Three new revitalization demonstration projects have been initiated in the westerly part of the city to promote redevelopment around two Agency owned redevelopment sites (Washington Centinela and Baldwin). The twelve block area includes a total funding commitment $2.1 million to revitalize the area. To date, $660,000 of private reinvestment has been leveraged with commercial grants, loans and public improvements.

Sepulveda Boulevard Area Improvement Plan – The Agency has committed $1 million dollars to establish a new revitalization demonstration area along twelve blocks of the Sepulveda Boulevard commercial corridor. The plans include new streetscape and crosswalk improvements and commercial rehabilitation matching grants and gap loans.

APPENDIX C

CULVER CITY GENERAL INFORMATION

General

The city of Culver City (the "City") is situated on the western portion of Los Angeles County (the "County"), approximately five miles north of the Los Angeles International Airport and five miles east of the Marina del Rey small craft harbor and the Pacific Ocean. The City is bordered on all sides by the City of Los Angeles, with the exception of a portion of the eastern side at which the boundary is contiguous with unincorporated County territory.

The City is located within the heart of the La Ballona Valley, which was originally inhabited by Native Americans and then further settled in the eighteenth century by ranchers who utilized the resources of the temperate climate and availability of water in Ballona Creek. With the advent of a railroad connecting downtown Los Angeles to the Pacific Ocean coastline, the City's location along the railroad line facilitated subsequent development culminating in the creation of the City through incorporation in 1917.

Since its inception, Culver City has been intimately intertwined with the motion picture industry. Prior to incorporation, Thomas Ince built his film studio in 1915, which became Metro-Goldwyn-Mayer (MGM) in 1924. Other studios have located in Culver City over the past seven decades, including Hal Roach Studios, David Selznick International, RKO-Pathe, Desilu, Lorimar, Sony Pictures Entertainment, Columbia, Tri-Star, and Cecil B. Demille Picture Corp. In the decades following the end of World War II, the City also became a center for specialized aerospace contracting firms, movie studios, and small office development.

The City's favorable location in the western section of the County, traversed by the San Diego and Route 90 freeways and immediately adjacent to the Santa Monica Freeway, has resulted in a strong economic base for the community. At the present time, the entertainment, medical, design and digital industries provide the largest sources of community employment. The City is considered the "Heart of Screenland." Sony Pictures Entertainment, a major television and movie producer, anticipates that it will continue to be the largest employer in the City. Many other entertainment industry firms have moved into newly renovated buildings throughout the City (including HSI Productions and GMT).

Government and Administration

The City was incorporated as a general law city on September 17, 1917 and became a charter city on January 17, 1947. The charter provides for a council-manager form of government. The City Council's role of making policy decisions is supplemented by the City Manager's supervision of day-to-day functions.

Members of the City Council are elected to alternating four-year terms. The Mayor is selected annually by the Council from among its members. The City charter does not require primary elections, and filing fees are minimal in order to provide the opportunity for persons with varying backgrounds to seek public office.

The City government is operated on the Civil Service System of merit appointment and promotion. Positions of the City Manager, City Attorney and other department heads are direct appointees of the City Council. The remaining positions, including the division department heads and their employees, are filled by appointments based on competitive examinations. The City is directly responsible for providing all municipal services with the exception of library services and health department services, both of which are provided by the County.

Population

Population figures for the City, the County and the State for 1970, 1980 1990, 2000 and the last five years are shown in the following table. The City has been substantially built out since the 1970s.

CITY OF CULVER CITY
Population Estimates

Year	City of Culver City	County of Los Angeles	State of California
1970	34,451	7,041,980	19,953,902
1980	38,150	7,441,700	23,667,902
1990	39,550	8,832,500	29,558,000
2000	38,816	9,519,330	33,873,086
2006	40,516	10,202,094	37,087,005
2007	40,401	10,231,000	37,463,609
2008	40,399	10,285,296	37,871,509
2009	40,507	10,355,053	38,255,508
2010	40,722	10,441,080	38,648,090

Source: State Department of Finance estimates (as of January 1, except 1990 and 2000, which are as of April 1).

Largest Employers

The table below lists the larger employers in the Los Angeles County area as of January 1, 2011. Major private employers in the Los Angeles area include those in the health care, electronics, retail and package delivery industries. Major public sector employers include the State of California and the County.

LOS ANGELES COUNTY
Major Employers

Employer Name	Location	Industry
American Honda Motor Co.	Torrance	Automobile & Truck Brokers
California Institute of Technology	Pasadena	Non-Profit Organization
California State University	Northridge	University
Cedars Sinai Medical Center	West Hollywood	Hospital
Century Plaza Towers	Los Angeles	Office Buildings and Parks
Contractors State License Center	Burbank	Vocational School
Fire Command Control	Los Angeles	Fire Department
Gold Cost Tire Co., Inc.	Los Angeles	Batteries – Storage & Retail
Kaiser Foundation Hospital	Los Angeles	Hospital
Kaiser Permanente	Los Angeles	Physicians & Surgeons
LAC & USC Medical Center	Los Angeles	Hospital
Long Beach City Hall	Long Beach	City Government
Long Beach Financial Mgmt.	Long Beach	City Finance and Taxation
Long Beach Memorial Medical Ctr.	Long Beach	Hospital
Los Angeles County Sheriff	Monterey Park	Sheriff
Los Angeles Police Department	Los Angeles	Police Department
Nestle USA	Glendale	Food products
Raytheon Space & Airborne Sys.	El Segundo	Business Services
Santa Monica College	Santa Monica	College
Six Flags	Valencia	Amusement Park
Sony Pictures Entertainment	Culver City	Motion Picture Studio
SYNXIS	Pasadena	Hotel
UCLA	Los Angeles	University
UCLA Health System	Los Angeles	University
Walt Disney Company	Burbank	Motion Picture Studio

Source: State of California Employment Development Department.

Employment

The following table summarizes the civilian labor force in Los Angeles County for the calendar years 2005 through 2009. These figures are countywide statistics and may not accurately reflect employment trends in the City.

LOS ANGELES COUNTY
Annual Average Industrial Employment [1]
Calendar Years 2005 through 2009

Industry	2005	2006	2007	2008	2009
Private, non-farm					
Goods producing:					
Natural resources and mining	3,700	4,000	4,400	4,400	4,100
Construction	148,700	157,500	157,600	145,200	116,500
Manufacturing – durable goods	263,400	257,300	250,900	243,200	217,100
Manufacturing – non-durable goods	208,300	204,400	198,300	191,200	172,000
Service Providing:					
Wholesale trade	219,300	225,700	227,000	223,700	204,100
Retail trade	414,400	423,300	426,000	416,500	386,600
Transport., warehousing and utilities	161,700	165,200	165,600	163,100	151,700
Information	207,600	205,600	209,800	210,300	193,700
Financial activities	244,000	248,800	246,000	235,700	220,200
Professional and business services	576,100	598,900	605,400	582,600	528,100
Educational and health services	471,300	478,700	490,500	503,400	513,900
Leisure and hospitality	377,800	388,600	397,900	401,600	383,900
Other services	144,300	145,200	147,100	146,100	137,900
Subtotal	3,440,500	3,503,100	3,526,400	3,467,000	3,229,900
Government	583,700	589,400	595,700	603,700	599,500
Farm	7,400	7,600	7,500	6,900	6,200
Total	**4,031,600**	**4,100,100**	**4,129,600**	**4,077,600**	**3,835,600**

(1) Employment reported by place of work; does not include persons involved in labor-management disputes. Figures are rounded to the nearest hundred. Columns may not add due to rounding. Based on March 2009 benchmark. Not seasonally adjusted.

Source: State of California, Employment Development Department.

Commercial Activity

The following table summarizes the annual volume of taxable transactions within the City for calendar years 2005 through 2009.

CITY OF CULVER CITY
Taxable Transactions
(in Thousands of Dollars)

	2005	2006	2007	2008	2009
Retail Outlets					
Apparel store	$ 93,844	$ 94,355	$ 91,747	$ 101,836	$ 73,380
Gen. merchandise stores	367,295	383,975	385,075	363,752	125,644
Food stores	39,824	46,503	45,315	44,916	32,607
Eating & drinking places	105,274	116,730	123,440	137,212	50,175
Home furn. & appliances	62,461	75,407	74,951	92,250	61,027
Building materials	84,752	83,682	67,430	45,123	125,541
Motor vehicles & parts	213,938	195,141	178,594	123,203	331,458
Service stations	62,834	67,742	72,092	75,591	138,389
Other retail stores	243,875	253,741	267,816	225,209	156,049
Subtotal	$1,274,097	$1,317,276	$1,306,460	$1,209,093	$1,094,272
All Other Outlets	278,990	310,374	312,925	318,125	249,200
All Outlets	**$1,553,087**	**$1,627,650**	**$1,619,385**	**$1,527,219**	**$1,343,472**

Source: Compiled from data published by State of California Board of Equalization.

Construction Activity

Building activity in the City for the past five calendar years for which data is available is shown in the following table.

CITY OF CULVER CITY
Total Building Permit Valuations
(in Thousands of Dollars)

	2005	2006	2007	2008	2009
Permit Valuation					
New Single-family					
New Multi-family					
Res. Alterations/Additions					
Total Residential	[INFORMATION TO COME]				
New Commercial					
New Industrial					
New Other					
Com. Alterations/Additions					
Total Nonresidential					
New Dwelling Units					
Single Family					
Multiple Family					
TOTAL					

Source: "California Building Permit Activity," Economic Sciences Corporation.

Education

Public education is provided to City residents of school age through the Culver City Unified School District, which operates five elementary schools, one intermediate school (Culver City Middle School), one high school (Culver City High School), one alternative high school (Culver Park High School), an adult school and a children's center. Private elementary schools located in the City include the Willows Community School, Turning Point School and Echo Horizon School. The Kayne-ERAS Center and The H.E.L.P. Group West are private special academic education schools also located in the City.

Abutting the eastern boundary of the City is the West Los Angeles Community College. This two-year facility provides City residents an opportunity to continue their education after high school and supplements the higher education opportunities provided at UCLA (five miles northwest of the City) and USC (nine miles east of the City). Pepperdine University offers an off-campus Masters of Business Administration program near the City.

Community Facilities

There are many community services available to local residents. Medical facilities include one hospital, Brotman Medical Center, plus numerous medical clinics and convalescent hospitals. The City also has one library, 18 churches, a local newspaper, and 11 banks with a total of 14 branches. The City's Parks, Recreation and Community Services Department provides professional supervision for a varied program of playground activities available to city residents at 13 city-owned parks, three gymnasiums, and three school playgrounds open after school hours. The City maintains a community and youth center, and a senior citizen's facility at Veterans' Memorial Park, which furnishes modern facilities for all age groups of the community and includes the renovated Veteran' Memorial Auditorium. Ivy Substation and Media Park, a facility leased and managed by the Agency, is used for cultural activities and as a live performance venue.

Transportation

The area is served by the Los Angeles International Airport, the largest airport facility in California.

The sole source of public transportation in the City is bus service. The largest transit system in the area is operated by the Los Angeles County Metropolitan Transportation Authority, which has more than 2,200 miles of local and inter-urban routes serving the County's cities and communities. The City operates Culver City Bus, also known as Culver City Municipal Bus Lines, which is the second oldest continually operating municipal bus line in California.

The City's Transportation Facility, completed in June 1999, includes a 50,000 square-foot Administration and Maintenance Facility, a fueling island, a bus wash, a two-story, 124-space parking structure, and a compressed natural gas fueling station.

Residents continue to rely on the automobile as the primary source of transportation. A network of fifteen freeways facilitates intra- and inter-County travel. Major freeways include Interstate 405, which runs through the western portion of the City on a north-south axis; Interstate 5, the main west coast route from the Canadian border to the Mexican border; and Interstate 10, a major highway connecting the east and west coasts. Interstate 10 is located immediately to the north of the City.

APPENDIX D

AUDITED FINANCIAL STATEMENTS OF THE AGENCY
FOR FISCAL YEAR ENDED JUNE 30, 2010

APPENDIX E

FORM OF BOND COUNSEL OPINIONS

Upon issuance and delivery of the 2011 Series A Bonds, Richards Watson & Gershon, A Professional Corporation, Bond Counsel, proposes to render its final approving opinion with respect to the 2011 Series A Bonds in substantially the following form:

[to come]

Upon issuance and delivery of the 2011 Series B Bonds, Richards Watson & Gershon, A Professional Corporation, Bond Counsel, proposes to render its final approving opinion with respect to the 2011 Series B Bonds in substantially the following form:

[to come]

100

APPENDIX F

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX G

BOOK ENTRY-ONLY SYSTEM

The information in this Appendix concerning DTC and DTC's book-entry system has been obtained from sources that the Agency believes to be reliable, but neither the Agency nor the City takes any responsibility for the accuracy thereof. The Agency and the City give no assurances that (i) DTC, the Direct and Indirect Participants or others will distribute payments of principal, premium (if any) or interest with respect to the Bonds paid to DTC or its nominee as, the registered owner, to the Beneficial Owners, (ii) such entities will distribute redemption notices or other notices, to the Beneficial Owners, or (iii) an error or delay relating thereto will not occur.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTCs partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMD Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Agency as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium (if any) and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Agency or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Agency or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Principal, premium (if any) and interest payments with respect to the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Agency or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Agency or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Agency may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered in accordance with the provisions of the Indenture.

APPENDIX H

FISCAL CONSULTANT REPORT

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APPENDIX I

ACCRETED VALUES TABLE

Attachment 6

2-10-11
2-13-11

CULVER CITY REDEVELOPMENT AGENCY

$__________	**$__________**
Tax Allocation Capital Appreciation Bonds, 2011 Series A (Culver City Redevelopment Project)	**Taxable Tax Allocation Bonds, 2011 Series B (Culver City Redevelopment Project)**

BOND PURCHASE AGREEMENT

__________, 2011

Culver City Redevelopment Agency
Culver City Redevelopment Financing Authority
9770 Culver Blvd.
Culver City, CA 90232

Ladies and Gentlemen:

The undersigned (the "**Underwriter**") offers to enter into this Bond Purchase Agreement (this "**Purchase Contract**") with the Culver City Redevelopment Financing Authority (the "**Authority**") and the Culver City Redevelopment Agency (the "**Agency**"), which will be binding upon the Authority, the Agency and the Underwriter upon the acceptance hereof by the Authority and the Agency. This offer is made subject to its acceptance by the Authority and the Agency by execution of this Purchase Contract and its delivery to the Underwriter on or before 5:00 p.m., California time, on the date hereof. All terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Indenture (as hereinafter defined).

Section 1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the Authority for offering to the public, and the Authority hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the above-referenced (the "Series 2011A Bonds," "Series 2011B Bonds," and, collectively, the "**Bonds**"), at the following purchase prices:

> <u>Series 2011A Bonds:</u> Purchase price equal to $_______ (being the aggregate denominational amount thereof *less* an underwriter's discount of $_______ and *less* an original issue discount of $_______).
>
> <u>Series 2011B Bonds</u>: Purchase price equal to $_______ (being the aggregate principal amount thereof *less* an underwriter's discount of $_______ and *less* an original issue discount of $_______).

The Bonds are to be purchased by the Authority from the Agency pursuant hereto for resale and delivery to the Underwriter concurrently with the purchase of the Bonds by the Underwriter from the Authority; provided that the obligation of the Authority to purchase the Bonds from the Agency shall be solely with moneys provided by the Underwriter.

Section 2. Description of the Bonds; Purpose of the Bonds; Security for the Bonds.

Authority for the Bonds. The Bonds are being issued under the following:

(i) the California Community Redevelopment Law, constituting Part 1, Division 24 commencing with Section 33000) of the California Health and Safety Code (the "**Redevelopment Law**"),

(ii) resolutions of the City Council of the City of Culver City (the "**City**")and the Agency adopted on February 17, 2011,

(iii) an Indenture dated as of October 1, 1999, as amended by (i) a First Supplemental Indenture dated as of April 1, 2002, (ii) a Second Supplemental Indenture dated as of April 1, 2004, (iii) a Third Supplemental Indenture dated as of November 1, 2005, (iv) a Fourth Supplemental Indenture, dated as of June 11, 2007 and (iv) a Fifth Supplemental Indenture, dated as of March 1, 2011 (collectively, the "**Indenture**"), each by and between the Agency and U.S. Bank National Association, as successor trustee and trustee (the "Trustee"). The Bonds shall be as described in the Indenture and the Official Statement (as defined below) relating to the Bonds.

The Bonds shall be as described in the Indenture and the Official Statement related to the Bonds (which, together with all exhibits and appendices included therein or attached thereto and such amendments or supplements thereto which shall be approved by the Underwriter, is hereinafter called the "**Official Statement**").

Purpose of the Bonds. The net proceeds of the Bonds will be used to (i) finance certain redevelopment activities with respect to the Agency's Culver City Redevelopment Project (the "**Project Area**"); (ii) make a deposit to a debt service reserve account for the Bonds; and (iii) pay the costs of issuing the Bonds.

Security for the Bonds. The Bonds will be secured by a pledge of and lien on the Tax Revenues (as defined in the Indenture) allocated to the Agency with respect to the Project Area. "**Tax Revenues**" generally consist of tax increment revenues to be derived from the Project Area, less (i) amounts needed to make loan payments on certain outstanding senior loans of the Agency (primarily consisting of a loan securing the Culver City Redevelopment Financing Authority's (the "**Authority**") outstanding 1993 Tax Allocation Refunding Revenue Bonds), (ii) less amounts required to make unsubordinated pass-through payments and (iii) less amounts required by the Redevelopment Law to be deposited into the Agency's Low and Moderate Income Housing Fund. The pledge of Tax Revenues to the Bonds will be on a parity with the pledge of Tax Revenues to four outstanding series of bonds issued by the Agency (collectively, the "**Parity Bonds**"):

(i) Tax Allocation Bonds, 1999 Series A (Culver City Redevelopment Project) (the "**Series 1999A Bonds**").

(ii) Tax Allocation Bonds, 2002 Series A (Culver City Redevelopment Project) (the "**Series 2002 Bonds**").

(iii) Tax Allocation Refunding Bonds, 2004 Series A (Culver City Redevelopment Project) (the "**Series 2004 Bonds**").

(iv) Tax Allocation Refunding Bonds, 2005 Series A (Culver City Redevelopment Project) (the "**Series 2005 Bonds**").

Section 3. Public Offering. The Underwriter agrees to make a bona fide public offering of all the Bonds initially at the public offering prices (or yields) set forth on Appendix A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the marketing of the Bonds, provided that the Underwriter shall not change the interest rates set forth on Appendix A. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

Section 4. Delivery of Official Statement. The Agency has delivered or caused to be delivered to the Underwriter prior to the execution of this Purchase Contract, copies of the Preliminary Official Statement, dated as of _____, 2011, relating to the Bonds (the "**Preliminary Official Statement**"). Such Preliminary Official Statement is the official statement deemed final by the Agency for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "**Rule**") and approved for distribution by resolution of the Agency. The Agency shall have executed and delivered to the Underwriter a certification to such effect in the form attached hereto as Appendix B.

Within seven (7) business days from the date hereof, the Agency shall deliver to the Underwriter a final Official Statement, executed on behalf of the Agency by an authorized representative of the Agency and dated the date hereof, which shall include information permitted to be omitted by paragraph (b)(1) of the Rule and with such other amendments or supplements as shall have been approved by the Agency and the Underwriter. The Agency also agrees to delivery to the Underwriter, at the Agency's sole cost and at such address as the Underwriter shall specify, as many copies of the Official Statement as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of the Rule and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board.

The Agency will undertake, pursuant to the Indenture and a continuing disclosure certificate (the "**Continuing Disclosure Certificate**"), to provide certain annual financial information and notices of the occurrence of certain events, if material. The form of the Continuing Disclosure Certificate is appended to the Official Statement.

Section 5. The Closing. At 8:00 a.m., California time, on _______, 2011 (the "**Closing Date**"), or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Agency and the Underwriter, the Authority and the Agency will deliver (i)the Bonds in definitive form, registered in the name of Cede & Co., as the nominee of The Depository Trust Company ("**DTC**"), to the Trustee (so that the Bonds may be authenticated by the Trustee and credited to the account specified by the Underwriter under DTC's Fast Automated Securities Transfer procedures), and (ii) the closing documents hereinafter mentioned at the offices of Richards Watson & Gershon, A Professional

Corporation, Los Angeles, California ("**Bond Counsel**"), or another place to be mutually agreed upon by the Authority, the Agency and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by federal funds wire payable to the order of the Trustee. This payment and delivery, together with the delivery of the aforementioned documents, is herein called the "**Closing.**"

Section 6. Agency Representations, Warranties and Covenants. The Agency represents, warrants and covenants to the Underwriter that:

(a) *Due Organization and Existence of Agency.* The Agency is a public body corporate and politic, organized and existing under the laws of the State, including the Redevelopment Law, with full right, power and authority to execute, deliver and perform its obligations under the Indenture, the Continuing Disclosure Certificate and this Purchase Contract (the "**Agency Documents**") and to carry out and consummate the transactions contemplated by the Agency Documents and the Official Statement.

(b) *Due Authorization and Approval.* By all necessary official action of the Agency, the Agency has duly authorized and approved the execution and delivery of, and the performance by the Agency of the obligations contained in, the Agency Documents and as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, assuming due authorization, execution and delivery by the other parties thereto, the Agency Documents will constitute the legally valid and binding obligations of the Agency enforceable in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, debt adjustment, fraudulent conveyance or transfer, moratorium, reorganization or other laws affecting the enforcement of creditors' rights generally and equitable remedies if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and limitations on remedies against public agencies. The Agency has complied, and will at the Closing be in compliance in all respects, with the terms of the Agency Documents, provided that no representation is made with respect to compliance with the securities or "Blue Sky" laws of the various states of the United States.

(c) *Official Statement Accurate and Complete.* The information relating to the Agency, the Authority and the City contained in the Preliminary Official Statement was as of its date, and the final Official Statement is, and at all times subsequent to the date of the final Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the final Official Statement contain, and up to and including the Closing will contain, no misstatement of any material fact and do not, and up to and including the Closing will not, omit any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

(d) *Underwriter's Consent to Amendments and Supplements to Official Statement.* The Agency will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Agency will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(e) *No Breach or Default.* As of the date hereof, to the best of its knowledge based on reasonable inquiry, the Agency is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of any state or the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Agency is a party and which breach or default has or may have an adverse effect on the ability of the Agency to perform its obligations under the Agency Documents and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument. The execution and delivery of the Agency Documents, and compliance with the provisions on the Agency's part contained in the Agency Documents will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law or administrative regulation of the State or the United States, or any applicable judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Agency is a party nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Agency or under the terms of any such law, regulation or instrument, except as provided by the Agency Documents.

(f) *No Litigation.* As of the time of acceptance hereof and the Closing, to the best of the Agency's knowledge based on reasonable inquiry, except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending and the notice of which has been received by the Agency or threatened (i) in any way questioning the corporate existence of the Agency or the titles of the officers of the Agency to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Agency Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from taxation or contesting the powers of the Agency and its authority to pledge the Tax Revenues; (iii) which may result in any material adverse change relating to the Agency; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the final Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the final Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of this sentence.

(g) *Excess Surplus.* The Agency's Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the Redevelopment Law does not on the date hereof, and will not on the date of the Closing, contain an "excess surplus" (within the meaning of Section 33334.12 of the Redevelopment Law) that would cause the Agency to be subject to the sanctions contained in Section 33334.12(e)(1) of the Redevelopment Law.

(h) *Court Order.* The Agency is not subject to a court order rendered pursuant to Section 33080.8 of the Redevelopment Law prohibiting the Agency from among other things, issuing, selling, offering for sale, or delivering bonds or other evidences of indebtedness.

(i) *Arbitrage Certificate.* The Agency has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certificates may not be relied upon.

(j) *Prior Liens on the Tax Revenues; Bonded Indebtedness.* As of the date hereof, the Agency has not previously pledged the Tax Revenues as security for any obligation other than the Parity Bonds. The Agency has complied with the applicable provisions of the Indenture relating to the issuance of obligations on a parity with the Parity Bonds in connection with execution and delivery of the Bonds. As of the date hereof, there will be no "bonded indebtedness" of the Agency outstanding payable from tax increment derived from the Project Area which is counted towards the "bonded indebtedness limit" of the Agency established pursuant to Section 33334.1 of the Redevelopment Law other than the 1993 Bonds and the Parity Bonds.

(k) *Compliance With Rule 15c2-12.* The Preliminary Official Statement heretofore delivered to the Underwriter is deemed final by the Agency as of its date and as of the date hereof, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The Agency hereby covenants and agrees that, within seven business days from the date hereof, the Agency shall cause a final printed form of the Official Statement to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of Rule 15c2-12 and rules of the Municipal Securities Rulemaking Board. The Agency has not failed to comply with any material provision of a continuing disclosure undertaking in the past five years.

(l) *Additional Deposits to Low and Moderate Income Housing Fund.* In order that the Agency shall not become subject to the additional deposits into the Low and Moderate Income Housing Fund mandated by Section 33334.2(k)(3) or (4) of the Redevelopment Law or Section 33690(c) or Section 33690.5(c) of the Redevelopment Law, the Agency shall pay or cause to be paid timely to the Los Angeles County Auditor-Controller the amounts required to be paid by Section 33690 and Section 33690.5 of the Redevelopment Law and, if applicable, shall repay timely to the Low and Moderate Income Housing Fund any deposit suspended or amount borrowed from the Low and Moderate Income Housing Fund for the purpose of making such payments to the Los Angeles County Auditor Controller.

(m) *Filing Requirements.* As of the time of acceptance hereof and of the date of the Closing, except as otherwise disclosed in the Official Statement, the Agency has made all the filings required by Section 33080, Section 33334.6 (if applicable) and Section 33675 of the Redevelopment Law.

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(n) *No Use for City Hall.* In accordance with Section 33445(g) of the Redevelopment Law, no portion of the proceeds of the Bonds will be used to pay for, directly or indirectly, property of any sort to be used for a city hall, unless the Agency used proceeds of the such refunded obligations issued prior to January 1, 1994 for such purpose, as evidenced by documents approved at the time of the issuance, or otherwise as permitted under such section.

(o) *Pass-Through Liabilities.* For purposes of Health and Safety Code Section 33684 and related sections, the Agency has not been listed on the most recent Controller's report pursuant to subparagraph (B) or (E) of Section 33684(g)(1) related to reporting deficiencies outstanding pass-through liabilities.

(p) *Supplemental Educational Revenue Augmentation Fund.* The Agency has paid all amounts due and payable as of the date hereof pursuant to Health and Safety Code Sections 33690 and 33690.5 to the Supplemental Educational Revenue Augmentation Fund or otherwise and has budgeted sufficient existing resources to pay the amount payable for fiscal year 2010-11.

(q) *Relationship to Underwriter.* The Agency acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction among the Authority, the Agency and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the Agency, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Agency with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Agency on other matters) and the Underwriter has no obligation to the Agency with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement and (iv) the Agency has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

Section 7. Authority Representations, Warranties and Covenants. The Authority represents, warrants and covenants to the Underwriter that:

(a) *Due Organization and Existence of Authority.* The Authority is a joint powers authority, duly organized and existing, and authorized to transact business and exercise powers under and pursuant to the provisions of the laws of the State of California and has, and on Closing date will have, full legal right, power and authority to enter into this Purchase Contract, and to carry out and to consummate the transactions contemplated by this Purchase Contract.

(b) *Official Statement Accurate and Complete.* The information relating to the Authority contained in the Preliminary Official Statement and the final Official Statement is correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

(c) *Purchase and Sale of Bonds.* The Bonds will be purchased and sold by the Authority pursuant to the Mark-Roos Local Bond Pooling Act of 1985, constituting Article 4 of Chapter 5, Division 7 of Title 1 (commencing with Section 6584) of the California Government Code (the "**JPA Act**").

(d) *Compliance with Law.* The Authority has complied, and will on the Closing Date be in compliance, in all respects, with the JPA Act and all other applicable laws of the State of California (and it is understood that the Authority is not responsible for compliance with or the consequences of failure to comply with applicable "Blue Sky" laws).

(e) *Relationship to Underwriter.* The Authority acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction among the Authority, the Agency and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the Authority, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Authority with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Authority on other matters) and the Underwriter has no obligation to the Authority with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract and (iv) the Authority has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

Section 8. Closing Conditions. The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and covenants herein and the performance by the Agency of their respective obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Purchase Contract to purchase and pay for the Bonds shall be subject to the following additional conditions:

(a) *Bring-Down Representation.* The representations, warranties and covenants of the Authority and the Agency contained herein shall be true, complete and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing.

(b) *Executed Agreements and Performance Thereunder.* At the time of the Closing (i) the Agency Documents shall be in full force and effect, and shall not have been amended, modified or supplemented except with the written consent of the Underwriter and (ii) there shall be in full force and effect such resolutions of the Agency, the City of Culver City (the "**City**") and the Authority (the "**Resolutions**") as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated by this Purchase Contract, the Official Statement and the Agency Documents.

(c) *Closing Documents.* At or prior to the Closing, the Underwriter shall receive each of the documents identified in Section 9.

Section 9. **Closing Documents.** In addition to the other conditions to the Underwriter's obligations under this Purchase Contract to purchase and pay for the Bonds, at or before the Closing the Underwriter shall receive each of the following documents, provided that the actual payment for the Bonds by the Underwriter and the acceptance of delivery thereof shall be conclusive evidence that the requirements of this Section 9 shall have been satisfied or waived by the Underwriter.

(a) *Bond Counsel Opinions.* An approving opinion of Bond Counsel for each series of Bonds, dated the date of the Closing and substantially in the form appended to the Official Statement, together with a letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

(b) *Supplemental Opinion.* A supplemental opinion or opinions of Bond Counsel addressed to the Underwriter, in form and substance acceptable to the Underwriter, and dated the date of the Closing substantially to the following effect:

(1) The Agency has full power and authority to execute, deliver and perform its obligations under this Purchase Contract, and this Purchase Contract has been duly authorized, executed and delivered by the Agency and constitutes the valid, legal and binding agreement of the Agency enforceable in accordance with its terms.

(2) The statements contained in the Official Statement pertaining to the Bonds under the captions "THE 2011 BONDS," "SECURITY FOR THE 2011 BONDS," and "CONCLUDING INFORMATION - Tax Matters," and in APPENDIX A - "Summary of Certain Provisions of the Indenture" and APPENDIX E - "Form of Bond Counsel Opinions," insofar as such statements purport to summarize certain provisions of the Bonds, the Indenture and the final approving opinions of Bond Counsel, fairly and accurately summarize the information presented therein.

(3) The Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(c) *Agency Counsel Opinion.* An opinion of Counsel to the Agency, dated the date of the Closing and addressed to the Underwriter, in form and substance acceptable to the Underwriter substantially to the following effect:

(1) The Agency has full power and authority to execute, deliver and perform its obligations under the Agency Documents, and the Agency Documents have been duly authorized, executed and delivered by the Agency and constitute the valid, legal and binding agreements of the Agency enforceable in accordance with their respective terms.

(2) The Agency is a public body corporate and politic duly organized and validly existing under the laws of the State of California.

(3) The resolution of the Agency approving and authorizing the execution and delivery of the Agency Documents, and approving the Official Statement, has been duly adopted and is in full force and effect and has not been modified, amended or rescinded.

(4) The statements contained in the Official Statement under the captions "THE AGENCY," "THE CULVER CITY REDEVELOPMENT PROJECT," "TAX REVENUES," and "CONCLUDING INFORMATION - Litigation," fairly and accurately summarize the information presented therein; provided that Agency Counsel need not express any opinion with respect to any financial or statistical information contained therein.

(5) Except as otherwise disclosed in the Official Statement and to the best knowledge of such counsel after due inquiry, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental agency or body, pending or threatened against the Agency, (a) challenging the creation, organization or existence of the Agency, or the validity of the Agency Documents, or (b) seeking to restrain or enjoin the repayment of the Bonds, or (c) in any way contesting or affecting the validity of the Agency Documents, or (d) contesting the authority of the Agency to enter into or perform its obligations under any of the Agency Documents, or (e) which, in any manner, questions the right of the Agency to use the Tax Revenues for repayment of the Bonds, or (f) affects in any manner the right or ability of the Agency to collect or pledge the Tax Revenues.

(d) *Authority Counsel Opinion.* An opinion of counsel to the Authority, dated the Closing Date and addressed to the Underwriter, to the effect that:

(1) The Authority is a public body, corporate and politic, organized and existing under the laws of the State, including the JPA Act.

(2) This Purchase Contract has been duly authorized, executed and delivered by the Authority and constitutes the valid, legal and binding agreement of the Authority enforceable in accordance with its terms.

(3) The resolution of the Authority approving and authorizing the execution and delivery of this Purchase Contract (the "**Authority Resolution**") was duly adopted at a meeting of the Authority which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and the Authority Resolution is in full force and effect and has not been modified, amended or rescinded

(4) To the best of such counsel's knowledge after due investigation, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the Authority to restrain or enjoin the Authority's participation in, or in any way

contesting the existence of the Authority or the powers of the Authority with respect to the transactions contemplated by this Purchase Contract.

(e) *City Attorney Opinion.* An opinion of the City Attorney, dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Bond Counsel and the Underwriter, substantially to the following effect:

(1) The City is a general law city and municipal corporation duly organized and validly existing under the laws and the Constitution of the State of California.

(2) The resolution of the City approving and authorizing issuance of the Bonds (the "**City Resolution**") is in full force and effect and has not been modified, amended or rescinded.

(f) *Trustee Counsel Opinion.* The opinion of counsel to the Trustee, dated the date of the Closing, addressed to the Underwriter, to the effect that:

(1) The Trustee is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and administer the trusts created under the Indenture.

(2) The Indenture has been duly authorized, executed and delivered by the Trustee, has been duly authorized, executed and delivered by the Trustee, and constitutes the legal, valid and binding obligation of the Trustee, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought.

(3) Except as may be required under Blue Sky or other securities laws of any state, no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery of the Indenture, or the consummation of the transactions contemplated by the Indenture.

(g) *Disclosure Counsel Letter.* A letter from the Agency's disclosure counsel ("**Disclosure Counsel**"), dated the Closing Date, and addressed to the Underwriter, to the effect that during the course of serving as Disclosure Counsel in connection with the execution and delivery of the Bonds and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, no information came to the attention of the attorneys in such firm rendering legal services in connection with the issuance of the Bonds that would lead them to believe that the Official Statement (excluding therefrom the financial statements, any financial or statistical data, or forecasts, charts, numbers, estimates, projections, assumptions or expressions of opinion included in the Official Statement, information relating to DTC and its book-entry only system and the appendices to the Official Statement as to which no opinion need be expressed), as of the date thereof, contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) *Underwriter's Counsel Opinion*. An opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, as counsel to the Underwriter (**"Underwriter's Counsel"**), dated the Closing Date, and addressed to the Underwriter, to the effect that:

(1) during the course of serving as Underwriter's Counsel in connection with the execution and delivery of the Bonds and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, no information came to the attention of the attorneys in such firm rendering legal services in connection with the issuance of the Bonds that would lead them to believe that the Official Statement (excluding therefrom the financial statements, any financial or statistical data, or forecasts, charts, numbers, estimates, projections, assumptions or expressions of opinion included in the Official Statement, information relating to DTC and its book-entry only system and the appendices to the Official Statement as to which no opinion need be expressed), as of the date thereof, contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(2) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended.

(i) Agency Certificate. A certificate of the Agency, dated the date of the Closing, signed on behalf of the Agency by the Executive Director or other duly authorized officer of the Agency to the effect that:

(1) The representations, warranties and covenants of the Agency contained in this Purchase Contract are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing and the Agency has complied with all of the terms and conditions of this Purchase Contract required to be complied with by the Agency at or prior to the date of the Closing.

(2) No event affecting the Agency has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) *Authority Certificate*. A certificate of the Authority, dated the date of the Closing, signed on behalf of the Authority by the Executive Director or other duly authorized officer of the Authority to the effect that:

(1) The representations, warranties and covenants of the Authority contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing and the Authority has complied with all of the terms and conditions of this Purchase Contract required to be complied with by the Authority at or prior to the date of the Closing.

(2) No event affecting the Authority has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(3) Except as otherwise disclosed in the Official Statement and to the best knowledge of such signing officer after due inquiry, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental Authority or body, pending or threatened against the Authority, challenging the creation, organization or existence of the Authority, or the validity of this Purchase Contract or contesting the authority of the Authority to enter into or perform its obligations under this Purchase Contract.

(k) *Trustee's Certificate.* A certificate of the Trustee, dated the date of Closing, in form and substance acceptable to counsel for the Underwriter, to the following effect:

(1) The Trustee is duly organized and existing as a banking corporation in good standing under the laws of the State of California, having the full power and authority to enter into and perform its duties under the Indenture and the Escrow Agreement.

(2) The Trustee is duly authorized to enter into the Indenture and the Escrow Agreement.

(3) To its best knowledge after due inquiry, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency, public board or body that has been served on the Trustee or threatened against the Trustee which in the reasonable judgment of the Trustee, would affect the existence of the Trustee or in any way contesting or affecting the validity or enforceability of the Indenture or the Escrow Agreement or contesting the powers of the Trustee or its authority to enter into and perform its obligation under the Indenture or the Escrow Agreement.

(l) *Documents.* An original executed copy of each of the Agency Documents and a certified copy of each of the Resolutions.

(m) *Ratings.* Evidence that the Bonds have been given the rating shown in the Official Statement.

(n) *Fiscal Consultant.* A certificate dated the Closing Date executed by Keyser Marston Associates, Inc., as fiscal consultant to the Agency, in substantially the form of Appendix C hereto.

(o) *Indenture.* Evidence of compliance with the parity debt provisions of the Indenture.

(p) *Additional Documents.* Such additional certificates, instruments and other documents as Bond Counsel, the Agency or the Underwriter may reasonably deem necessary.

If the Agency or the Authority shall be unable to satisfy the conditions contained in this Purchase Contract, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the Agency or the Authority shall be under further obligation hereunder, except as further set forth in Section 11 hereof.

Section 10. Termination Events.

(i) The Underwriter shall have the right to terminate this Purchase Contract, without liability therefor, by notification to the Agency and the Authority if at any time between the date hereof and prior to the Closing:

(a) any event shall occur which causes any statement contained in the Official Statement to be materially misleading or results in a failure of the Official Statement to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading; or

(b) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of this Purchase Contract in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any Federal or State court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority materially adversely affecting the federal or State tax status of the Agency, or the interest on bonds or notes or obligations of the general character of the Bonds; or

(c) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds; or

(d) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(e) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange which restrictions materially adversely affect the Underwriter's ability to trade the Bonds; or

(f) a general banking moratorium shall have been established by federal or State authorities; or

(g) the United States has become engaged in hostilities which have resulted in a declaration of war or a national emergency or there has occurred any other outbreak of hostilities or a national or international calamity or crisis, or there has occurred any escalation of existing hostilities, calamity or crisis, financial or otherwise, the effect of which on the financial markets of the United States being such as, in the reasonable opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds; or

(h) any rating of the Bonds shall have been downgraded, suspended or withdrawn by a national rating service, which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Bonds; or

(i) the commencement of any action, suit or proceeding described in Section 6(f) hereof which, in the judgment of the Underwriter, materially adversely affects the market price of the Bonds; or

(j) there shall be in force a general suspension of trading on the New York Stock Exchange.

(ii) The Agency and the Authority shall have the right to terminate this Purchase Contract, without liability therefor, by notification to the Underwriter if at any time between the date hereof and prior to the Closing:

(a) the interests of the Agency, the Authority or the City, in the reasonable opinion of the Agency and the Authority, have been or would be materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of this Purchase Contract in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or State court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority materially adversely affecting the federal or State tax status of the Agency or the Authority, or the interest on bonds or notes or obligations of the general character of the Bonds; or

(b) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the reasonable opinion of the Agency and the Authority, materially adversely affects the interests of the Agency, the Authority or the City; or

(c) the commencement of any action, suit or proceeding described in paragraph 6(f) which, in the reasonable opinion of the Agency and the Authority, materially adversely affects the interests of the Agency, the Authority or the City.

Section 11. Expenses. Subject to the next paragraph, the Underwriter shall be under no obligation to pay and the Agency shall pay or cause to be paid the expenses incident to the performance of the obligations of the Agency and the Authority hereunder including but not limited to (a) the costs of the preparation and printing, or other reproduction (for distribution on or prior to the date hereof) of the Agency Documents and the cost of preparing, printing, issuing and delivering the definitive Bonds, (b) the fees and disbursements of any counsel, financial advisors, accountants or other experts or consultants retained by the Agency; (c) the fees and disbursements of Bond Counsel and Disclosure Counsel; (d) the cost of printing the Preliminary Official Statement and any supplements and amendments thereto and the cost of printing the Official Statement, including the requisite number of copies thereof for distribution by the Underwriter; and (e) charges of rating agencies for the rating of the Bonds.

The Underwriter shall pay and the Agency shall be under no obligation to pay all expenses incurred by it in connection with the public offering and distribution of the Bonds, including fees to the MSRB, California Public Security Association and SIFMA expenses relating to the qualification of the Bonds for offer and sale under Blue Sky or other laws of regulations, the fees and expenses of counsel to the Underwriter, the fees of the California Debt and Investment Advisory Commission and the CUSIP Service Bureau charge for the assignment of CUSIP numbers to the Bonds.

Section 12. Notice. Any notice or other communication to be given to the Agency and the Authority under this Purchase Contract may be given by delivering the same in writing to such entity at the address set forth above. Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to:

Stone & Youngberg LLC
One Ferry Building
San Francisco, CA 94111
Attention: Jim Cervantes

Section 13. Entire Agreement. This Purchase Contract, when accepted by the Agency and the Authority, shall constitute the entire agreement between the Agency, the Authority and the Underwriter and is made solely for the benefit of the Agency, the Authority and the Underwriter (including the successors or assigns of any Underwriter). No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein. All the Agency's and the Authority's representations, warranties and covenants in this Purchase Contract shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter.

Section 14. Counterparts. This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 15. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

Section 16. State of California Law Governs. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State.

//

Section 17. No Assignment. The rights and obligations created by this Purchase Contract shall not be subject to assignment by the Underwriter, the Authority or the Agency without the prior written consent of the other parties hereto.

STONE & YOUNGBERG LLC

By: ____________________________________
Authorized Representative

Accepted as of the date first stated above:

CULVER CITY REDEVELOPMENT
FINANCING AUTHORITY

BY:____________________________________

Time of Execution:________________

CULVER CITY REDEVELOPMENT
AGENCY

By:____________________________________

Time of Execution:________________

APPENDIX A

MATURITY SCHEDULES

Series 2011A Bonds

Maturity Date (November 1)	Denominational Amount	Interest Rate	Yield	Maturity Value
Total				

Optional redemption provisions:

124

Series 2011B Bonds

Maturity Date (November 1)	Principal Amount	Interest Rate	Yield	Price	Priced to First Par Call Date
Total					

Optional redemption provisions:

125

APPENDIX B

CULVER CITY REDEVELOPMENT AGENCY

$_________	**$_________**
Tax Allocation Capital Appreciation Bonds, 2011 Series A (Culver City Redevelopment Project)	**Taxable Tax Allocation Bonds, 2011 Series B (Culver City Redevelopment Project)**

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents to Stone & Youngberg LLC (the "Underwriter") that he is a duly appointed and acting officer of the Culver City Redevelopment Agency (the "Agency"), and as such is to execute and deliver this Certificate and further hereby certify and reconfirm on behalf of the Agency to the Underwriter as follows:

The undersigned hereby certifies and represents that he/she is the duly appointed and acting Executive Director of the Culver City Redevelopment Agency (the "Agency"), and as such is duly authorized to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of the Agency as follows:

(1) This Certificate is delivered in connection with the offering and sale of the above-captioned bonds (the "Bonds"), in order to enable the underwriters of the Bonds to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule").

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement setting forth information concerning the Bonds and the issuer of the Bonds (the "Preliminary Official Statement").

(3) As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final within the meaning of the Rule.

IN WITNESS WHEREOF, we have hereunto set our hands as of ______, 2011.

CULVER CITY REDEVELOPMENT AGENCY

By ______________________________

Executive Director

APPENDIX C

CULVER CITY REDEVELOPMENT AGENCY

$_________	**$_________**
Tax Allocation Capital Appreciation Bonds, 2011 Series A (Culver City Redevelopment Project)	**Taxable Tax Allocation Bonds, 2011 Series B (Culver City Redevelopment Project)**

CERTIFICATE OF FISCAL CONSULTANT

The undersigned hereby states and certifies:

(i) that the undersigned acted as fiscal consultant (the "Fiscal Consultant") to the Culver City Redevelopment Agency (the "Agency") in connection with the issuance by the Agency of the above-referenced bonds (the "Bonds"), and as such, is familiar with the facts certified below and is authorized and qualified to certify the same; and

(ii) that the assessed valuation, tax increment and appeal information, and other fiscal information provided by us and contained in the Official Statement relating to the Bonds, including our Report attached thereto as an appendix thereto, are presented fairly and accurately and we consent to use of our Report in the Official Statement.

Dated: ______, 2011

KEYSER MARSTON ASSOCIATES, INC.,
as Fiscal Consultant

By: ______________________________
Its: ______________________________

Attachment 7

Table 1. Potential Bond Proceed Uses and Estimated Costs

Potential Use/Project		**Amount***	**Taxable/Exempt**
Refinance remaining 1999 bonds		TBD	Taxable
Washington-Centinela parking structure	$	8,300,000	Taxable
Purchase of Cardiff parking structure	$	14,000,000	Taxable
Hayden Tract parking structure	$	10,000,000	Taxable
Other parking participation	$	6,000,000	Taxable
Washington-National offsite costs	$	4,000,000	Tax-exempt
Washington-National shoring wall	$	6,000,000	Tax-exempt
Area Improvement Projects City-wide	$	2,200,000	Tax-exempt

Total taxable:	$38,300,000
Total tax-exempt:	$12,200,000
Total for all:	$50,500,000

* Note: all figures are staff estimates only

NOTE: The Agency has identified an estimated $65 million of potential projects in the 2011 Cooperation Agreement between the City and the Agency that could be funded with bond proceeds.

Attachment 8

PROFESSIONAL SERVICES AGREEMENT
FOR FINANCIAL ADVISOR

This agreement has been entered into this ___day of February, 2011 by and between the Culver City Redevelopment Agency (the "Agency") and Fieldman, Rolapp & Associates, (herein, the "Consultant").

WHEREAS, the Agency desires independent financial advisory services to be performed in connection with the 2011 Tax Allocation Bonds (herein, the "Bonds"); and

WHEREAS, the Agency desires to retain the professional and technical services of the Consultant for the purpose of debt issuance, (herein, the "Services").

WHEREAS, the Consultant is well qualified to provide professional financial advice to public entities such as the Agency;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

Section 1 Financial Advisory Services.

As directed by the Agency, Consultant will provide services in connection with the issuance of the Bonds as such Services are fully described in Exhibit A attached to this Agreement. Consultant is engaged in an expert financial advisory capacity to the Agency only. It is expressly understood that the Services rendered hereunder are rendered solely to the Agency. Consultant does not undertake any responsibility to review disclosure documents on behalf of owners or beneficial owners of bonds or debt which may arise from the Consultant's work hereunder.

Section 2 Additional Services.

Services performed for the Agency by Consultant that are not otherwise specifically identified in Exhibit A to this Agreement, shall be additional services. Additional services include, but are not limited to, the following:

2.01 Assisting the Agency in obtaining enabling legislation or conducting referendum elections.

2.02 Extraordinary services and extensive computer analysis in the structuring or planning of any debt issue or financing program.

2.03 The repeat of any element of a service described in Exhibit A to this Agreement which is made necessary through no fault of Consultant.

2.04 Financial management services, including development of financial policies, capital improvement plans, economic development planning, credit analysis or review and such other services that are not ordinarily considered within the scope of services described in Exhibit A to this Agreement.

2.05 Services rendered in connection with any undertaking of the Agency relating to a continuing disclosure agreement entered into in order to comply with Securities and Exchange Commission Rule 15c2-12 or other similar rules.

2.06 Services rendered to the Agency in connection with calculations or determination of any arbitrage rebate liability to the United States of America arising from investment activities associated with debt issued to fund the Project.

Section 3 Compensation.

3.01 For Consultant's performance of Services as described in Section 1 of this Agreement the Consultant's compensation will be as provided in Part 1 of Exhibit B attached to this Agreement, plus Consultant's expenses incurred in rendering such Services. Consultant's expenses may include, but are not limited to travel, telephone/conference calls, postage, courier, database access services, and printing.

3.02 For Consultant's performance of additional services as described in Section 2 of this Agreement, the Consultant's compensation will be as provided in Part 2 of Exhibit B attached to this agreement, plus Consultant's expenses incurred in rendering such services. Consultant's expenses may include, but are not limited to travel, telephone/conference calls, postage, courier, database access services and printing.

3.03 The Consultant may submit monthly invoices for payment for services provided pursuant to Section 2 of this Agreement unless an alternate date or dates have been specifically agreed to in writing. Unless otherwise specified, payment of Consultant's compensation and expenses is due thirty (30) days after submission of Consultant's invoice for services.

3.04 In the event the Services of the Consultant are abandoned by the Agency prior to completion of Consultant's work, Consultant shall be compensated for Services performed to the point of abandonment as if such Services were an additional service pursuant to Section 2 of this Agreement. An act of abandonment shall be deemed to have occurred when no action has been taken by the Agency relative to the services of the Consultant for a period of three (3) months from the date of the initial performance of a service, or there has been a written notification to the Consultant of an abandonment of the Bonds by the Agency.

3.05 Consultant fees set forth in this Agreement and Exhibits are guaranteed by Consultant for a period of twelve (12) months from the date of this Agreement.

Section 4 Personnel.

Consultant has, or will secure, all personnel required to perform the services under this Agreement. Consultant shall make available other qualified personnel of the firm as may be required to complete Consultant's services. The Agency has the right to approve or disapprove any proposed changes in Consultant's staff providing service to the Agency. The Agency and Consultant agree that such personnel are employees only of Consultant and shall not be considered to be employees of the Agency in any way whatsoever.

Section 5 Term of Agreement.

This Agreement shall continue in full force and effect for a period of twenty-four (24) months from the date hereof unless terminated by either party by not less than thirty (30) days written notice to the other party except that the Agreement shall continue in full force and effect until completion of Consultant's services or until an abandonment shall have occurred as described in Section 3.04 hereof. This Agreement may be extended from time to time as agreed by the Agency and the Consultant.

Section 6 Modification.

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time by mutual consent of the parties. This shall not prohibit the Agency and Consultant from entering into separate agreements for other services.

Section 7 Assignment.

The rights and obligations of the Agency under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Agency. This agreement may not be assigned by the Consultant without the consent of the Agency except for compensation due Consultant.

Section 8 Disclosure.

Consultant does not assume the responsibilities of the Agency, nor the responsibilities of the other professionals and vendors representing the Agency, in the provision of services and the preparation of the financing documents, including initial and secondary market disclosure, for financings undertaken by the Agency. Information obtained by Consultant and included in any disclosure documents is, by reason of experience, believed to be accurate; however, such information is not guaranteed by Consultant.

Section 9 Confidentiality.

The Consultant agrees that all financial, statistical, personal, technical and other data and information designated by the Agency as confidential shall be protected by the Consultant from unauthorized use or disclosure.

Section 10 Indemnification.

The Agency and Consultant shall each indemnify and hold harmless the other from and against any and all losses, claims, damages, expenses, including legal fees for defense, or liabilities, collectively, damages, to which either may be subjected by reason of the other's acts, errors or omissions, except however, neither will indemnify the other from or against damages by reason of changed events and conditions beyond the control of either.

Section 11 Insurance.

11.01 Consultant shall maintain workers' compensation and employer's liability insurance during the term of this Agreement.

11.02 Consultant, at its own expense, shall obtain and maintain insurance at all times during the prosecution of this contract. Such insurance must be written with a Best Guide "A"-rated or higher insurance carrier admitted to write insurance in the state where the work is located.

11.03 Certificates of insurance naming the Agency as an additional insured shall be submitted to the Agency evidencing the required coverages, limits and locations of operations to which the insurance applies, and the policies of insurance shall contain a 30 day notice of cancellation or non-renewal.

11.04 Insurance coverages shall not be less than the following:

A. Workers' Compensation

1. State worker's compensation statutory benefits
2. Employer's Liability - policy limits of not less than $1,000,000.

B. Comprehensive General Liability coverage with policy limits of not less than $1,000,000 combined single limit for bodily injury and property damage and including coverage for the following:

1. Premises operations
2. Contractual liability
3. Products
4. Completed operation

C. Errors and omissions with policy limits of $2,000,000.

Section 12 Permits/Licenses.

The Consultant shall obtain any permits or licenses, as may be required for it to complete the services required under this Agreement.

Section 13 Binding Effect.

13.01 A waiver or indulgence by the Agency of a breach of any provision of this Agreement by the Consultant shall not operate or be construed as a waiver of any subsequent breach by the Consultant.

13.02 All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this Agreement shall not be affected by such determination and shall remain in full force and effect. This Agreement shall not fail because any part or any clause hereof shall be held indefinite or invalid.

13.03 Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

13.04 The validity, interpretation and construction of this Agreement and of each part hereof shall be governed by the laws of the State of California. Venue for any lawsuit concerning this agreement is Orange County, California.

IN WITNESS Whereof, the parties have duly executed this Agreement as of the day and year first above set forth.

CONSULTANT

Fieldman, Rolapp & Associates
19900 MacArthur Boulevard, Suite 1100
Irvine, CA 92612

By: ____________________ Title: Vice President

Date: February 8, 2011

CULVER CITY REDEVELOPMENT AGENCY

By ____________________ Dated: ____________________

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL ADVISOR
BY AND BETWEEN
THE CULVER CITY REDEVELOPMENT AGENCY AND FIELDMAN, ROLAPP & ASSOCIATES

Scope of Services

A. General Services.

The Consultant shall perform all the duties and services specifically set forth herein and shall provide such other services as it deems necessary or advisable, or are reasonable and necessary to accomplish the intent of this Agreement in a manner consistent with the standards and practice of professional financial advisors prevailing at the time such services are rendered to the Agency.

The Agency may, with the concurrence of Consultant, expand this Agreement to include any additional services not specifically identified within the terms of this Agreement. Any additional services may be described in an addendum to this Exhibit A and are subject to fees described in Exhibit B to this Agreement.

B. Debt Issuance Services.

The Consultant shall assume primary responsibility for assisting the Agency in coordinating the planning and execution of each debt issue relating to the Project. . Insofar as the Consultant is providing Services which are rendered only to the Agency, the overall coordination of the financing shall be such as to minimize the costs of the transaction coincident with maximizing the Agency's financing flexibility and capital market access. The Consultant's proposed debt issuance Services may include, but shall not be limited to, the following:

- Establish the Financing Objectives
- Develop the Financing Schedule
- Monitor the Transaction Process
- Review the Official Statement, both preliminary and final
- Procure and Coordinate Additional Service Providers
- Provide Financial Advice to the Agency Relating to Financing Documents
- Compute Sizing and Design Structure of the Debt Issue
- Plan and Schedule Rating Agency Presentation and Investor Briefings
- Conduct Credit Enhancement Procurement and Evaluation
- Conduct Market Analysis and Evaluate Timing of Market Entry
- Recommend Award of Debt Issuance
- Provide Pre-Closing and Closing Assistance

Specifically, Consultant will:

1. Review the Official Statement

   a. Generally, SEC, MSRB, and GFOA guidelines encourage full disclosure so that potential investors have sufficient data to analyze each proposed financing. Upon direction of the Agency, the Consultant shall review the official statement for each debt issue relating to the Bonds to insure that the Agency's official statement is compiled in a manner consistent with industry standards, typically including the following matters:

      - Legal Authority for the Financing
      - Security for the Financing
      - Restrictions on Additional Financings
      - Purpose and Funds for which the Financing is Being Issued
      - Revenue Sources
      - Outstanding Financings
      - Planned Future Financings
      - Legal Opinions Regarding Tax Exemption
      - Such Other Matters as the Context May Require.

   b. The Consultant will post and maintain the final official statement on an internet web site.

2. Procure and Coordinate Additional Service Providers.

   Should the Agency desire, the Consultant may act as Agency's representative in procuring the services of financial printers for the official statement and related documents, and for the printing of any securities. In addition, the Consultant may act as the Agency's representative in procuring the services of trustees, paying agents, fiscal agents, feasibility consultants, redevelopment consultants, or escrow verification agents or other professionals, if the Agency directs.

3. Provide Financial Advice to the Agency Relating to Financing Documents.

   Simultaneous with assisting in the preparation of official statements for each debt issue relating to the Bonds, the Consultant shall assist the managing underwriters, bond counsel and/or other legal advisors in the drafting of the respective financing resolutions, notices and other legal documents. In this regard, the Consultant shall monitor document preparation for a consistent and accurate presentation of the recommended business terms and financing structure of each debt issue relating to the Bonds, it being specifically understood however that the Consultant's services shall in no manner be construed as the Consultant engaging in the practice of law.

4. Compute Sizing and Design Structure of Debt Issue.

   The Consultant shall work with the Agency's staff to design a financing structure for each debt issue relating to the Bonds that is consistent with the Agency's objectives, that coordinates each transaction with outstanding issues and that reflects current conditions in the capital markets.

5. Plan and Schedule Investor Briefings.

If appropriate, the Consultant shall develop a plan for presenting the financing program to the investor community. The Consultant shall schedule underwriter and/or investor visits, if appropriate, to assure the appropriate and most knowledgeable personnel are available for the presentation and, if requested, will develop presentation materials and assist the Agency officials in preparing for the presentations.

6. Conduct Credit Enhancement Evaluation and Procurement.

If appropriate and at the Agency's direction, the Consultant will initiate discussions with letter of credit providers and vendors of other forms of credit enhancements to provide credit support for the financings.

7. Conduct Market Analysis and Evaluate Timing of Market Entry.

The Consultant shall provide regular summaries of current municipal market conditions, trends in the market and how these may favorably or unfavorably affect the Agency's proposed financing.

In the case of a negotiated sale of debt, the Consultant shall perform a thorough evaluation of market conditions preceding the negotiation of the terms of the sale of debt and will assist the Agency with the negotiation of final issue structure, interest rates, interest cost, reoffering terms and gross underwriting spread and provide a recommendation on acceptance or rejection of the offer to purchase the debt. This assistance and evaluation will focus on the following areas as determinants of interest cost:

- Size of financing
- Sources and uses of funds
- Terms and maturities of the debt issue
- Review of the rating in pricing of the debt issue
- Investment of debt issue proceeds
- Distribution mix among institutional and retail purchasers
- Interest rate, reoffering terms and underwriting discount with comparable issues
- Redemption provisions

8. Recommend Award of Debt Issuance.

Based upon activities outlined in Task 7 above, the Consultant will recommend accepting or rejecting offers to purchase the debt issue. If the Agency elects to award the debt issue, the Consultant will instruct all parties and help facilitate the actions required to formally consummate the award.

9. Provide Pre-Closing and Closing Activities.

The Consultant shall assist in arranging for the closing of each financing. The Consultant shall assist counsel in assuming responsibility for such arrangements as they are required, including arranging for or monitoring the progress of bond printing, qualification of issues for book-entry status, signing and final delivery of the securities and settlement of the costs of issuance.

EXHIBIT B
TO
FINANCIAL ADVISORY SERVICES AGREEMENT
BY AND BETWEEN
CULVER CITY REDEVELOPMENT AGENCY AND FIELDMAN, ROLAPP & ASSOCIATES

Compensation

Part 1: Fee for Services

For financial Advisory Services performed pursuant to Section 1 of this Agreement, and as more fully described in the Scope of Services set forth in Exhibit A, the Consultant will be compensated in the following amounts:

1. For the Tax Allocation Bonds (new money both Tax-Exempt and Taxable), a compensation of $78,000;

Payment of fees earned by Consultant pursuant to this Part 1 shall be contingent on, and payable at the closing of the debt issue(s) undertaken to finance the Bonds. **Pursuant to our previous agreement with the City for financial advisory services, we agree to discount our total fee due at closing of the Bonds by ten (10%) percent.**

Part 2: Other Services

Unless agreed to otherwise, financial advisory services performed pursuant to Section 2 of this Agreement will be billed at the then current hourly rates. The table below reflects the rates in effect as of the date of execution of this Agreement.

Personnel	Hourly Rate
Executive Officers	$300.00
Principals	$290.00
Senior Vice President	$275.00
Vice Presidents	$225.00
Assistant Vice President	$195.00
Senior Associate	$150.00
Associate	$125.00
Analyst	$85.00
Administrative Assistants	$65.00
Clerical	$35.00

Expenses

Expenses will be billed for separately and will cover, among other things, travel, lodging, subsistence, overnight courier, computer, and fax transmission charges. Advances made on behalf of the Agency for costs of preparing, printing or distributing disclosure materials or related matter whether by postal services or electronic means, may also be billed through to the Agency upon prior authorization. Additionally, a surcharge of 6% of the net fee amount is added to verifiable out-of-pocket costs for recovery of costs such as telephone, postage, document reproduction and the like.

Limiting Terms and Conditions

The above fee is based on completion of work orders on or before May 31, 2011, and assumes that the Agency will provide all necessary information in a timely manner.

The fee shown above in Part 1 presumes attendance at up to 10 meetings in the Agency's offices or such other location within a 25-mile radius of the Agency place of business as the Agency may designate.

Abandonment

If, once commenced, the services of the Consultant are terminated prior to completion of the project for any reason, we are to be reimbursed for professional services and direct expenses incurred up to the time we receive notification of such termination at the standard hourly rates shown in Part 2.

CULVER CITY REDEVELOPMENT AGENCY

AGREEMENT

WITH: RICHARDS, WATSON & GERSHON

FOR: BOND COUNSEL AND DISCLOSURE COUNSEL SERVICES REGARDING CULVER CITY REDEVELOPMENT AGENCY 2011 TAX ALLOCATION BONDS (CULVER CITY REDEVELOPMENT PROJECT)

THIS AGREEMENT is made and entered into by and between the CULVER CITY REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "AGENCY," and RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION, hereinafter referred to as "COUNSEL."

1. COUNSEL'S SERVICES. Counsel agrees to perform during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A."

2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Paragraph 24 of this Agreement and shall end on the earlier of (a) December 31, 2011 or (b) the date of issuance of Counsel's final approving opinions with respect to the Agency's Tax Allocation Bonds, 2011 Series A (Culver City Redevelopment Project) (the "Series 2011A Bonds") and Taxable Tax Allocation Bonds, 2011 Series B (Culver City Redevelopment Project) (together with the Series 2011A Bonds, the "Bonds").

3. PAYMENT FOR SERVICES. Agency shall pay for the services performed by Counsel pursuant to the terms of this Agreement the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B." The compensation shall be paid at the time and manner set forth in said Exhibit "B."

4. TIME FOR PERFORMANCE. Counsel shall not perform any work under this Agreement until (a) Counsel furnishes proof of (i) taxpayer I.D. pursuant to paragraph 13 and (ii) insurance as required under Paragraph 7 of this Agreement; and, (b) Agency gives Counsel a written and signed duplicate original of this Contract which constitutes Counsel's Notice to Proceed.

5. DESIGNATED REPRESENTATIVE. William L. Strausz shall be the designated Counsel Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the Agency. Counsel's professional services shall be actually performed by, or shall be immediately supervised by, the Counsel Representative.

6. HOLD HARMLESS. Counsel shall be responsible for any and all injuries to or death of any person, and for any and all damage to any and all real or personal property including Agency's or others, caused by or resulting from any negligent acts, errors or omission of

Counsel, its employees or its agents arising out of or connected with rendition of services hereunder. Counsel shall defend, hold harmless and indemnify Agency, the City of Culver city and each of their officers and employees from any and all liability claims, including costs, for damages to real or personal property, or personal injury or death, resulting from negligent acts, errors or omissions of Counsel, its employees or agents arising out of or connected with rendition of services hereunder.

7. INSURANCE. Counsel shall submit proof of Comprehensive General Liability insurance of minimum One Million Dollars ($1,000,000) single limit coverage, Automobile Liability insurance and Worker's Compensation insurance in the statutorily required amounts. Proof of insurance shall consist of a Certificate of Insurance, attached to and incorporated into this Agreement as Exhibit "C," executed by Counsel's insurer in amounts satisfactory to, and in a form approved by, the Agency Counsel.

8. INDEPENDENT CONTRACTOR STATUS. The Agency and Counsel agree that Counsel, in performing the services herein specified, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Counsel is not an agent or employee of Agency, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits Agency provides for its employees. Counsel shall be responsible to pay and hold Agency harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.

9. OTHER CLIENTS OF COUNSEL. Agency acknowledges that Counsel represents many political subdivisions, companies and individuals. It is possible that its present or future clients will have transactions with the Agency. It is also possible that Counsel may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. Counsel does not believe such representation, if it occurs, will adversely affect its ability to represent Agency as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representation not adverse to its representation of Agency, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Approval of this Agreement will signify Agency's consent to Counsel's representation of others consistent with the circumstances described in this paragraph.

10. ASSIGNMENT. This Agreement is for the specific services of Counsel as set forth herein. Any attempt by Counsel to assign the benefits or burdens of this Agreement without written approval of Agency shall be prohibited and shall be null and void; except that Counsel may assign payments due under this Agreement to a financial institution.

11. RECORDS AND INSPECTIONS. During the term of this Agreement, Counsel shall maintain full and accurate records with respect to all services and matters covered under this Agreement. The Agency shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Counsel shall

maintain an up-to-date list of key personnel and telephone numbers for emergency contact alter normal business hours. At Agency's request, papers and property furnished by Agency will be returned promptly upon receipt of payment for outstanding fees and client charges. Counsel's own files, including lawyer work product, pertaining to the transaction will be retained by Counsel. For various reasons, including the minimization of unnecessary storage expenses, Counsel reserves the right to dispose of any documents or other materials retained by Counsel after the termination of its engagement hereunder.

12. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To Agency:	Culver City Redevelopment Agency
Attention:	Executive Director
	9770 Culver Boulevard
	P.O. Box 507
	Culver City, California 90232-0507

To Counsel:	Richards, Watson & Gershon
Attention:	William L. Strausz
	355 South Grand Avenue, 40th Floor
	Los Angeles, California 90071-3101

13. TAXATION IDENTIFICATION NUMBER. Counsel shall provide Agency with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

14. PERMITS AND LICENSES. Counsel, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15. APPLICABLE LAWS, CODES AND REGULATIONS. Counsel shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work.

16. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by the parties hereto.

17. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.

18. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Counsel shall be construed to be both a covenant and a condition.

19. RIGHT TO TERMINATE. Agency or Counsel may terminate this Agreement at any time, with 30 days notice, with or without cause, in its sole discretion.

20. EFFECT OF TERMINATION. Upon termination as stated in Paragraph 18 of this Agreement, Agency shall be liable to Counsel only for expenses incurred by Counsel up to and including the date of termination of this Agreement. Such payment will be subject to Agency's receipt of a close-out billing.

21. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Los Angeles County.

22. LITIGATION FEES. Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.

23. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between Agency and Counsel, and all preliminary negotiation and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns. Should any conflict arise, the terms of this Agreement shall control.

24. EFFECTIVE DATE. The effective date of this Agreement is March ____, 2011.

RICHARDS, WATSON & GERSHON
A Professional Corporation

Dated: ____________, 2011 By ______________________________
William L. Strausz

CULVER CITY REDEVELOPMENT AGENCY

Dated: ____________, 2011 By ______________________________
Executive Director

APPROVED AS TO FORM:

____
Agency Counsel

EXHIBIT A

CULVER CITY REDEVELOPMENT AGENCY

AGREEMENT

WITH: RICHARDS, WATSON & GERSHON

FOR: BOND COUNSEL AND DISCLOSURE COUNSEL SERVICES REGARDING CULVER CITY REDEVELOPMENT AGENCY 2011 TAX ALLOCATION BONDS (CULVER CITY REDEVELOPMENT PROJECT)

SCOPE OF SERVICE

Counsel agrees to render legal services as Bond Counsel and as Disclosure Counsel to the Agency with respect to the Bonds when and as requested by its Executive Director or by such officer of the Agency as he may delegate for that purpose.

Specifically, as Bond Counsel, Counsel shall:

(a) Subject to the completion of proceedings to its satisfaction, render its legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, the excludability of interest on the Series 2011A Bonds from gross income for federal income tax purposes and the exemption of interest on the Bonds from California personal income taxes.

(b) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and coordinate the authorization and execution of such documents.

(c) Review legal issues relating to the structure of the Bond issue.

(d) Review those sections of the official statement to be disseminated in connection with the sale of the Bonds involving a description of the Bonds, the authority for issuance, the security therefor, the tax exempt status of the Bonds and the Bond Opinion.

(e) Assist Agency in presenting information to bond rating organizations and providers of credit enhancement as relating to legal issues affecting the issuance of the Bonds.

The Bond Opinion will be addressed to the Agency and will be delivered by Counsel on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering the Bond Opinion, Counsel will rely upon the certified proceedings and other certifications of public officials and other persons furnished to Counsel, without undertaking to verify the same by independent investigation, and Counsel will assume continuing compliance by the Agency with applicable laws relating to the Bonds. During the course of this engagement, Counsel will rely on the Agency to provide complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Specifically, as Disclosure Counsel, Counsel shall:

(i) Prepare the official statement based on information provided by the Agency, the underwriter, the fiscal consultant and others on the financing team.

(ii) Review the continuing disclosure certificate of the Agency relating to the Bonds.

(iii) Provide a letter at the closing and the delivery of the Bonds addressed to the issuer, which indicates that on the basis of the information which is made available to Counsel and without undertaking to determine independently the accuracy, completeness or fairness of that information, nothing has come to Counsel's attention which causes Counsel to believe that the official statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Counsel's duties in this engagement are limited to those expressly set forth above. Among other things, such duties do not include:

(1) Except as described in paragraphs (d) and (iii) above, perform any independent investigation to determine the accuracy, completeness or sufficiency of any disclosure document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(2) Except as described in paragraph (ii) above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

(3) After Closing, providing continuing advice to the Agency or any other party concerning any actions necessary to assure that interest paid on the Series 2011A Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., Counsel's engagement does not include rebate calculations for the Series 2011A Bonds).

(4) Addressing any other matter not specifically set forth above that is not required to render the Bond Opinion.

Upon approval of this Agreement, the Agency will be Counsel's client and an attorney-client relationship will exist between Counsel and the Agency. Counsel assumes that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Counsel further assumes that all other parties understand that in this transaction Counsel represents only the Agency, is not counsel to any other party, and is not acting as an intermediary among the parties. Counsel's representation of the Agency will not affect, however, its responsibility to render an objective Bond Opinion.

Counsel's representation of the Agency and the attorney-client relationship created by this Agreement will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, Counsel (as in its capacity as Bond Counsel), will mail the appropriate Internal Revenue Service Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

EXHIBIT B

CULVER CITY REDEVELOPMENT AGENCY

AGREEMENT

WITH: RICHARDS, WATSON & GERSHON

FOR: BOND COUNSEL AND DISCLOSURE COUNSEL SERVICES REGARDING CULVER CITY REDEVELOPMENT AGENCY 2011 TAX ALLOCATION BONDS (CULVER CITY REDEVELOPMENT PROJECT)

COMPENSATION

1. AMOUNT OF FEE. For performing and completing work and services as Bond Counsel described in Exhibit A, Agency shall pay Counsel a fee of $85,000. For performing and completing work and services as Disclosure Counsel described in Exhibit A, Agency shall pay Counsel a fee of $40,000. Such fees shall be payable by the Agency upon receipt of an invoice from Counsel at or following the Closing.

2. FEE CONTINGENT UPON CLOSING. It is understood that the fee set forth in paragraph 1 of this Exhibit B and any other compensation of Counsel for time expended on the Agency's behalf pursuant to this Agreement will be paid from the proceeds of sale of the Bonds and will be contingent upon the sale and delivery of the Bonds and the receipt of such proceeds of sale by the Agency.

3. REIMBURSABLE EXPENSES. Counsel shall be reimbursed for expenses at cost for long distance telephone calls, messenger and delivery charges, word processing, photocopying, special clerical overtime, and travel at Agency's request. Counsel does not expect these expenses to exceed $1,500. Counsel shall bill for such expenses at or following the Closing or, if the Bonds are not issued, upon the termination of this Agreement.

EXHIBIT "C"

CERTIFICATE OF INSURANCE

[See attached]