



JH

JONES HALL



\$13,695,000

**Loan Agreement dated as of July 1, 2015 between the
City of Roseville and
Compass Mortgage Corporation
relating to the
Woodcreek West Community Facilities District No. 1
2015 Refunding Special Tax Note**

Closing Date: July 23, 2015

\$13,695,000
Loan Agreement dated as of July 1, 2015 between the
CITY OF ROSEVILLE and
COMPASS MORTGAGE CORPORATION,
relating to the
Woodcreek West Community Facilities District No. 1
2015 REFUNDING SPECIAL TAX NOTE

SCHEDULE OF TRANSCRIPT DOCUMENTS

A. BASE LEGAL DOCUMENTS

1. List of Financing Participants.
2. City of Roseville (the "City") Resolution No. 15-291 entitled "A Resolution of the City Council of the City of Roseville Authorizing the Borrowing of Funds to Refund 2005 Refunding Special Tax Bonds Relating to Woodcreek West Community Facilities District No. 1, and Approving and Authorizing Related Documents and Actions and the Retention of Bond Counsel", adopted by the City Council on July 1, 2015.
3. Loan Agreement dated as of July 1, 2015 (the "Loan Agreement"), by and between the City and the Compass Mortgage Corporation, as lender (the "Lender").
4. Irrevocable Refunding Instructions dated July 23, 2015, given by the City to The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "2005 Fiscal Agent"), together with Verification Report of Causey Demgen & Moore P.C., attached as Appendix B.
5. Cost of Issuance Custodian Agreement dated as of July 23, 2015 between the City and The Bank of New York Mellon Trust Company, N.A. ("Custodian").
6. Certificate of Mailing Report of Final Sale to California Debt and Investment Advisory Commission ("CDIAC"), Acknowledgment of Receipt of Report of Proposed Debt Issuance by CDIAC, together with Reports. CDIAC No. 2015-1422.

B. CITY DOCUMENTS

1. Officer's Certificate of the City.
2. Certificate as to Arbitrage.
3. Certificate Regarding Use of Proceeds.
4. City's Receipt of Funds.

5. Certificate of Mailing Information Return for Tax-Exempt Governmental Obligations Form 8038-G to the Internal Revenue Service Center, together with Form 8038-G.

C. 2005 FISCAL AGENT AND CUSTODIAN DOCUMENTS

1. Authorized Signer Certificate of 2005 Fiscal Agent.
2. Receipt of Proceeds and Disposition of Escrow Fund.

D. LENDER, PLACEMENT AGENT AND CONSULTANT DOCUMENTS

1. Investor Letter.
2. Certificate of Piper Jaffray & Co., as placement agent, Regarding IRS Form 8038-G, including calculations.
3. Lender's Receipt of Note.
4. Specimen Note.
5. Certificate of Willdan Financial Services, as special tax consultant.

E. SPECIAL COUNSEL DOCUMENTS

1. Final Approving Legal Opinion of Jones Hall, A Professional Law Corporation, as special counsel ("Special Counsel").
2. Defeasance Opinion of Special Counsel.
3. Reliance Letter of Special Counsel to Lender.

\$13,695,000
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CITY OF ROSEVILLE and
COMPASS MORTGAGE CORPORATION,
relating to the
Woodcreek West Community Facilities District No. 1
2015 REFUNDING SPECIAL TAX NOTE

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RESOLUTION NO. 15-291

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ROSEVILLE AUTHORIZING THE BORROWING OF FUNDS TO
REFUND 2005 REFUNDING SPECIAL TAX BONDS RELATING
TO WOODCREEK WEST COMMUNITY FACILITIES DISTRICT
NO. 1, AND APPROVING AND AUTHORIZING RELATED
DOCUMENTS AND ACTIONS AND THE RETENTION OF BOND
COUNSEL**

WHEREAS, the City has conducted proceedings under and pursuant to the Mello-Roos Community Facility Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311 of the California Government Code (the "Act"), to form Woodcreek West Community Facilities District No. 1 (the "CFD"); and, on behalf of the CFD, the City has previously authorized the levy of special taxes upon the land within the CFD, and has issued bonds, as described below, secured by such special taxes the proceeds of which were used to finance certain public facilities (the "Facilities"), all as described in those proceedings; and

WHEREAS, under the provisions of the Act, on behalf of the CFD, the City in 2005 issued its City of Roseville Woodcreek West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2005, dated May 11, 2005 (the "2005 Bonds") to refund bonds issued in 1999 for the CFD to finance the costs of facilities constructed and acquired for the CFD, and to finance additional facilities; and

WHEREAS, the City now wishes to borrow funds from Compass Mortgage Corporation (the "Lender") for the purpose of providing funds to refund the 2005 Bonds on a current basis, and to issue a promissory note under the Act which evidences such loan; and

WHEREAS, the City has previously executed a Fiscal Agent Agreement, by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent, dated as of May 1, 2005 (the "2005 Fiscal Agent Agreement") pursuant to which the 2005 Bonds were issued; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in connection with the making of such loan and the issuance of such promissory note, and the levy of the special taxes as contemplated by this resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville as follows:

Section 1. Applicable Law. For the purposes of these proceedings in and for the CFD, the Act shall be the authority for the loan and the issuance of the promissory note which evidences the loan.

Section 2. Approval of Loan Agreement. The proposed form of Loan Agreement by and between the City and the Compass Mortgage Corporation, a banking corporation duly organized and existing under the laws of the State of Alabama, as lender (the "Lender"), which is on file with the City Clerk (the "Loan Agreement") is hereby approved, and the Mayor, the Mayor Pro Tem, the City Manager, the Treasurer/Chief Financial Executive and the Finance Director (collectively, the "Authorized Officers"), each acting alone, are hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Loan Agreement in substantially said form, with said additions thereto (including the insertion of the maturity dates, principal amounts and interest rate(s) of the Note) and changes therein as the Authorized Officers, each acting alone, may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The City Clerk may attest the Loan Agreement as provided therein.

Section 3. Approval of Form of Note. The form of Note set forth in the Loan Agreement is hereby approved, and the Mayor of the City and the City Clerk are hereby authorized and directed to execute the Note in the name and on behalf of the City and to cause the delivery thereof as provided for below. The City hereby finds that the Note constitutes "refunding bonds" within the meaning of the Act because the proceeds thereof will be used to refund the 2005 Bonds.

Section 4 Conditions to Issuance of Note and Execution and Delivery of Loan Agreement. The issuance of the Note and the execution and delivery of the Loan Agreement is subject to the following conditions:

- (a) the principal amount of the Note shall not exceed \$15,000,000;
- (b) the final maturity date of the Note shall not be later than September 1, 2030;
and
- (c) the debt service savings realized from the refunding of the 2005 Bonds shall be not less than three percent (3%) on a net present value basis;
- (d) the value of the real property subject to special taxes levied in the CFD will be at least three times the principal amount of the Note and the principal amount of all bonds that will be outstanding following issuance of the Note that are secured by a special tax levied pursuant to the Act on property with the CFD or a special assessment levied on property within the CFD; and
- (e) the total net interest cost to maturity of the Note plus the principal amount of the Note is less than the total net interest cost of the 2005 Bonds (from the date of delivery of Note) plus the outstanding principal amount of the 2005 Bonds.

In order to achieve the debt service savings specified in the preceding paragraph, an Authorized Officer may determine to refund less than all of the 2005 Bonds.

Section 5. Terms of Issuance of Note. In satisfaction of the requirements contained in Section 53363.2 of the Act, the City Council hereby determines that:

- (a) it is anticipated that the purchase of the Note will occur on or about July 15, 2015;

(b) the Note shall bear the date, be in the denominations, have the maturity dates (which do not exceed the latest maturity date of the 2005 Bonds being refunded), be at the rates (not less than 1%), be payable at the place and be in the form specified in the Loan Agreement;

(c) the designated cost of issuing the Note, as defined by Section 53363.8 of the Act, shall include all of the costs specified in Section 53363.8(a), (b)(2) and (c).

Section 6. General Authority. The officers of the City are hereby authorized and directed, jointly and severally, 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 consummate the transactions described herein or to otherwise effectuate the purposes of this resolution, including preparing and executing refunding instructions relating to the refunding of the 2005 Bonds. Any such actions previously taken by such officers are hereby ratified and confirmed.

Section 7. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the 1st day of July, 2015, by the following vote of the City Council:

AYES:	COUNCILMEMEBERS	Rohan, Herman, Roccucci, Garcia
NOES:	COUNCILMEMEBERS	None
ABSENT:	COUNCILMEMEBERS	Gore
ABSTAIN:	COUNCILMEMEBERS	None



Mayor

ATTEST:



City Clerk of the City of Roseville

LOAN AGREEMENT

Dated as of July 1, 2015

by and between the

CITY OF ROSEVILLE

and

COMPASS MORTGAGE CORPORATION
as Lender

Relating to

**City of Roseville
Woodcreek West Community Facilities District No. 1
2015 REFUNDING SPECIAL TAX NOTE**

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LOAN AGREEMENT

This LOAN AGREEMENT (this "Loan Agreement") is made and entered into as of July 1, 2015, by and between the CITY OF ROSEVILLE, a charter city and municipal corporation duly organized and existing under the laws of the State of California (the "City") for and on behalf of the City's Woodcreek West Community Facilities District No. 1 (the "CFD"), and COMPASS MORTGAGE CORPORATION, an Alabama corporation duly organized and existing under the laws of the State of Alabama (the "Lender").

WITNESSETH:

WHEREAS, the City has formed the CFD under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, constituting Sections 53311 *et seq.* of the California Government Code (the "Act");

WHEREAS, the City Council of the City, as the legislative body with respect to the CFD, is authorized under the Act to levy special taxes to pay for the costs of facilities within the CFD and to incur debt secured by said special taxes under the Act;

WHEREAS, under the provisions of the Act, on behalf of the CFD, the City in 2005 issued its City of Roseville Woodcreek West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2005, dated May 11, 2005 (the "2005 Bonds") to refund bonds issued in 1999 for the CFD to finance the costs of facilities constructed and acquired for the CFD, and to finance additional facilities; and

WHEREAS, the City has determined that it is in the public interest and for the benefit of the City, the CFD and the property owners responsible for the payment of special taxes that the City borrow funds from the Lender for the purpose of providing funds to refund and discharge the 2005 Bonds and thereby realize substantial interest rate savings, and in order to specify the terms and conditions of such loan and to provide for the security thereof, the City and the Lender wish to enter into this Loan Agreement and issue the Note (as defined herein); and

WHEREAS, under the provisions of the Act, on July 1, 2015, the City adopted its Resolution (the "Resolution"), which resolution, among other matters, authorized the execution and delivery of this Loan Agreement and the issuance of a promissory note evidencing the obligations of the City under this Loan Agreement (the "Note"), all for the purpose of providing moneys to current refund and discharge the 2005 Bonds, provided that such issuance is in accordance with the Act and this Loan Agreement;

WHEREAS, the City has agreed and hereby agrees that it will not issue any additional indebtedness or incur any other obligation payable from Special Taxes on a basis senior to, on parity with (except refunding bonds), or subordinate to the Note or the other amounts due under this Loan Agreement without the written consent of the Lender;

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

AUTHORITY AND DEFINITIONS

SECTION 1.01. *Authority for this Loan Agreement.* This Loan Agreement is entered into under the Act and the Resolution.

SECTION 1.02. *Definitions.* Unless the context otherwise requires, the terms defined in this Section 1.02 shall, for all purposes of this Loan Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Loan Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or subdivision hereof.

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

"Administrative Expenses" means costs directly related to the administration of the CFD including but not limited to the following: (a) the actual costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by a City employee or consultant or both) and the actual costs of collecting the Special Taxes (whether by the County or otherwise); (b) the actual costs of the City related to any challenge to the validity of the proceedings to levy or collect the Special Taxes; (c) any amounts required to be rebated to the federal government; (d) California Debt Advisory and Investment Commission fees; and (e) an allocable share of the salaries of the City staff directly related to the foregoing and a proportionate amount of City general administrative overhead related thereto. Administrative Expenses shall also include amounts advanced by the City for any administrative purpose of the CFD, including costs related to prepayments of Special Taxes, recordings related to such prepayments and satisfaction of Special Taxes, amounts advanced to ensure maintenance of tax exemption, and the costs of prosecuting foreclosure of delinquent Special Taxes, which amounts advanced are subject to reimbursement from other sources, including proceeds of foreclosure.

"Administrative Expense Fund" means the fund by that name established and held by the City under Section 3.03.

"Auditor" means the auditor/controller of the County, or such other official at the County who is responsible for preparing property tax bills.

"Authorized Officer" means the Mayor, the Mayor Pro Tem, the City Manager, the Treasurer/Financial Executive and the Finance Director of the City, or any other officer or employee authorized by the City or by an Authorized Officer to undertake the action referenced in this Loan Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means Jones Hall, A Professional Law Corporation, or any attorney or firm of attorneys acceptable to the City and the Lender and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Lender has its principal office are authorized or obligated by law or executive order to be closed.

"CDIAC" means the California Debt and Investment Advisory Commission of the Office of the State Treasurer of California, or any successor agency, board or commission.

"CFD" means the Woodcreek West Community Facilities District No. 1 established by the City under the Act and the Resolution of Formation.

"City" means the City of Roseville, a general law city and municipal corporation duly organized and existing under the laws of the State, and its successors and assigns.

"Closing Date" means July 23, 2015, being the date upon which the Loan is funded by the Lender and the net proceeds thereof are deposited with the Escrow Bank.

"Costs of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale, delivery and issuance of the Note and the refunding of the 2005 Bonds, which items of expense shall include, but not be limited to: the costs of preparing this Loan Agreement and the Note; printing costs; costs of reproducing and binding documents; closing costs; appraisal costs; filing and recording fees; fees and expenses of counsel to the City; fees and charges of the Escrow Bank, including its legal fees and charges, including the allocated costs of in-house attorneys; fees and expenses of the Lender, including Lender's counsel; expenses incurred by the City in connection with the issuance of the Note; fees and charges for professional services, including Bond Counsel and verification agent; environmental assessments (if any); and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Custodian" means The Bank of New York Mellon Trust Company, N.A., as custodian under the Costs of Issuance Custodian Agreement.

"Costs of Issuance Custodian Agreement" means the agreement by that name dated July 23, 2015 by and between the City and the Custodian.

"County" means the County of Placer, California.

"Debt Service" means, for any Note Year, the sum of (a) the interest due on the Loan and the Note in such Note Year, assuming that the Loan and the Note are retired as scheduled, and (b) the principal amount of the Loan and the Note coming due in such Note Year.

"Default Rate" shall have the meaning set forth in Section 2.02(b) hereof.

"Escrow Bank" means The Bank of New York Mellon Trust Company, N.A., as fiscal agent for the 2005 Bonds and as holder of the Escrow Fund under the Irrevocable Refunding Instructions.

"Escrow Fund" means the fund by that name established and administered under the Irrevocable Refunding Instructions.

"Event of Default" shall include the following (each an "Event of Default"):

(i) failure to pay or cause to be paid when due any principal of or interest on the Loan: and

(ii) breach by the City or the District of any material covenant set forth in the related Loan documents or failure by the City or the District to perform any material duty or covenant imposed on it pursuant to such documents.

"Fair Market Value" shall have the meaning set forth in Section 5.01(b) hereof.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Interest Payment Date" means each of the dates set forth in Appendix A to the Note, on which installments of interest on the Loan come due and payable, the first of which is March 1, 2016.

"Irrevocable Refunding Instructions" means the Irrevocable Refunding Instructions dated as of the Closing Date, by and between the Escrow Bank and the City, providing for the defeasance of the 2005 Bonds.

"Lender" means the Compass Mortgage Corporation, an Alabama corporation duly organized and existing under the laws of the State of Alabama, and its successors and assigns.

"Loan" means the loan made hereunder by the Lender to the City, on behalf of the District, in the aggregate principal amount of \$13,695,000 for the purpose of providing funds to refund and discharge the outstanding 2005 Bonds.

"Loan Agreement" means this Loan Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

"Loan Repayments" means all payments required to be paid by the City under Section 2.02, including any prepayment thereof under Section 2.04.

"Material Adverse Change" means any change in the City's financial condition with respect to the CFD that is reasonably likely to have a material adverse effect on (a) the financial condition or operations of the City with respect to the CFD or (b) the City's ability to perform its obligations under this Loan Agreement.

"Material Litigation" means any action, suit, proceeding, inquiry or investigation against the City in any court or before any arbitrator of any kind or before or by any governmental authority, of which the City has notice or knowledge and which, (i) if determined adversely to the City, may cause a Material Adverse Change, (ii) seek to restrain or enjoin any of the transactions contemplated hereby, or (iii) may adversely affect (A) the exclusion of interest with respect to the payment due hereunder from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (B) the ability of the City to perform its obligations under this Loan Agreement.

"Maturity Date" means September 1, 2030.

"2005 Bonds" means the bonds heretofore issued by the City for the CFD and designated "City of Roseville Woodcreek West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2005" issued May 11, 2005 in the original principal amount of \$20,440,000 under and pursuant to the 2005 Fiscal Agent Agreement.

"2005 Fiscal Agent Agreement" means the Fiscal Agent Agreement, dated as of May 1, 2005, by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent.

"2005 Fiscal Agent" means The Bank of New York Mellon Trust Company, N.A.

"Note" means the note issued by the City hereunder evidencing the obligations of the City under this Loan Agreement, in the form attached hereto as Exhibit A.

"Note Year" means, any twelve-month period beginning on September 2 in any year and ending on the next succeeding September 1, both dates inclusive, except that the first Note Year shall begin on the Closing Date, and end on September 1, 2015.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any Ordinance of the City levying the Special Taxes relating to the CFD.

"Principal Amount" means the aggregate principal amount of the Loan which is \$13,695,000.

"Project" means those items described as the "Facilities" in the Resolution of Formation.

"Reserve Fund" means the fund by that name established and held by the City under Section 3.04.

"Reserve Requirement" means an amount equal to 25% of the maximum annual Debt Service on the Loan in any Note Year, being \$290,992.75 as of the Closing Date.

"Resolution" means Resolution No. 15-291 adopted by the City on July 1, 2015, authorizing the execution and delivery of this Loan Agreement and the issuance of the Note.

"Resolution of Formation" means Resolution No. 99-384, adopted by the City Council of the City on October 20, 1999, establishing the CFD for the purpose of providing for the financing of certain public facilities in and for such CFD.

"Special Tax Fund" means the special fund by that name established and held by the City under Section 3.02.

"Special Taxes" means the special taxes levied within the CFD pursuant the Act, the Ordinance and this Loan Agreement, net of County collection charges.

"State" means the State of California.

"Supplemental Agreement" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City Council of the City under the Act and which agreement is amendatory of or supplemental to this Loan Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official guidance published, under the Tax Code.

ARTICLE II

THE LOAN; ISSUANCE OF THE NOTE

SECTION 2.01. *Principal Amount; Designation.* The Lender hereby agrees to make the Loan to the City in the aggregate principal amount of \$13,695,000, and the City hereby agrees to borrow such amount from the Lender. The Loan shall be evidenced by a note which shall constitute a "refunding bond" under the Act, which shall be issued by the City in the form of the Note in the aggregate principal amount of \$13,695,000. The Loan and the Note are authorized to be entered into and issued by the City for the CFD under and subject to the terms of the Act, the Resolution, this Loan Agreement and other applicable laws of the State. The Loan shall be funded by the Lender subject to the terms and conditions of this Loan Agreement on the Closing Date in funds which are immediately available to the City and the Escrow Bank.

SECTION 2.02. *Terms of Loan and Note.* (a) The Note shall be dated as of the Closing Date. Principal of the Loan and the principal component of the Note shall mature and become payable on each of the dates, and in the amounts, as set forth in the following table:

<u>Principal Payment Date</u>	<u>Principal Amount</u>	<u>Principal Payment Date</u>	<u>Principal Amount</u>
9/1/2016	\$690,000	9/1/2024	\$935,000
9/1/2017	755,000	9/1/2025	965,000
9/1/2018	780,000	9/1/2026	995,000
9/1/2019	800,000	9/1/2027	1,025,000
9/1/2020	830,000	9/1/2028	1,060,000
9/1/2021	855,000	9/1/2029	1,090,000
9/1/2022	880,000	9/1/2030	1,125,000
9/1/2023	910,000		

If a principal payment date falls on a day which is not a Business Day, such payment shall be due on the next succeeding Business Day and such payment shall be credited to the Loan as if paid on the principal payment date.

Subject to subsection (b) of this Section, interest on the unpaid principal balance of the Loan and the Note shall accrue from the Closing Date at the rate of 3.130% per annum, and shall be payable on each of the Interest Payment Dates, beginning March 1, 2016; provided, however, that if a Interest Payment Date falls on a day which is not a Business Day, such

payment shall be due on the next succeeding Business Day, with interest accruing only to the original Interest Payment Date and interest due on the next subsequent Interest Payment Date shall accrue from such previous Interest Payment Date. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. The principal of and interest on the Loan shall be payable to the Lender in lawful money of the United States of America.

(b) **Default Rate.** Upon the occurrence and continuation of an Event of Default, the unpaid principal balance of the Loan shall, if elected by the Lender, bear interest at a rate per annum equal to 7.630% (the "Default Rate"). The Lender shall notify the City of its election of the Default Rate. If so imposed by the Lender, the Default Rate shall remain in effect until such time as the applicable Event of Default is cured to the satisfaction of the Lender. Any unpaid interest on the Loan, including Default Rate interest, shall accrue until paid. In connection therewith, Lender acknowledges that the levy of Special Taxes sufficient to fund Default Rate interest is limited by Section 53321(d) of the Act and Special Taxes cannot be levied after fiscal year 2029-30.

SECTION 2.03. *Manner of Payment.* Payments of principal of and interest on the Loan shall be made when due from amounts on deposit in the Special Tax Fund by wire transfer to the Lender in accordance with such written instructions as the Lender shall provide to the City from time to time. Unless and until the Lender shall notify the City otherwise in writing, such payments shall be made to the following account of the Lender:

Compass Bank
201 North Hwy 183
Leander, Texas 78641
(512) 421-5715

ABA#: 113-010-547

For Credit to: Acct: 90124099
bbi: DO NOT POST. CONTACT: LDFCPublicFinance.US@BBVA.com
Reference: Loan # City of Roseville – Woodcreek West

SECTION 2.04. *Prepayment.*

(a) Optional Prepayment. The City may, at its option, prepay the Loan in whole, or with consent of Lender, in part, on any date on or after September 1, 2025 at a prepayment price equal to the sum of (1) the principal amount of the Loan so prepaid, and (b) accrued interest thereon at the rate then borne by the Loan to the date of such prepayment. Any partial prepayments of the Loan shall be applied to the Loan balance then outstanding on a pro-rata basis among principal payment dates as provided in Section 2.04(c) hereof.

(b) Mandatory Prepayment.

The Loan shall be subject to mandatory redemption from prepayments of the Special Taxes by property owners, in whole or in part, on any Interest Payment Date at a prepayment price equal to the sum of (a) the principal amount of the Loan so prepaid, and (b) accrued interest thereon at the rate then borne by the Loan to the date of such prepayment. Any partial prepayments of the Loan shall be applied to the Loan balance then outstanding as provided in 2.04(c) hereof.

(c) Notice of Prepayment. The City shall give the Lender written notice of its intention to prepay the Loan under this Section 2.04 not less than fifteen (15) days prior to the prepayment date and shall specify the principal amount to be prepaid. In the event the Loan is prepaid in part, but not in whole, the principal amount to be prepaid shall be allocated among the remaining principal payment dates on a pro rata basis.

SECTION 2.05. *No Acceleration.* The principal of the Loan and the Note shall not be subject to acceleration hereunder.

SECTION 2.06. *Issuance of Note; Form of Note.* The Loan shall be evidenced by the Note, all of the terms and provisions of which shall reflect the terms and provisions of the Loan. The Note shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Loan Agreement, the Resolution and the Act.

The Note shall be executed on behalf of the City by the manual or facsimile signature of an Authorized Officer and such signature shall be attested by the manual signature of the City Clerk. If any officer whose signature appears on the Note ceases to be such officer before delivery of the Note to the Lender, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Note to the Lender. The Note may be signed and attested on behalf of the City by such persons as at the actual date of the execution of the Note shall be the proper officers of the City although at the nominal date of the Note any such person shall not have been such officer of the City.

SECTION 2.07. *Issuance and Delivery of Note.* The City shall issue the Note on the Closing Date and thereupon deliver the Note to the Lender. The Authorized Officers of the City are hereby authorized and directed to execute and deliver any and all documents and instruments necessary to cause the issuance of the Note in accordance with the provisions of the Act, the Resolution and this Loan Agreement, and to do and cause to be done any and all acts and things necessary or convenient for the timely delivery of the Note to the Lender.

SECTION 2.08. *Transfer or Exchange of Lender's Rights.* The Lender may assign its rights hereunder, and may transfer the Note, subject to the requirements of Section 6.11 herein, but only upon surrender of the Note to the City for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the City. Whenever the Note shall be surrendered for transfer, the City shall execute, authenticate and deliver a new Note to the transferee.

ARTICLE III

APPLICATION OF LOAN PROCEEDS

SECTION 3.01. *Application of Proceeds of Loan and Other Moneys.*

(a) Proceeds of Loan. The proceeds of the Loan payable by the Lender in the amount of \$13,695,000.00 shall be wire transferred by the Lender as follows: (i) to the Custodian, the amount of \$209,559.30, (ii) to the Escrow Bank, the amount of \$13,194,447.95, and (iii) to the City, the amount of \$290,992.75, to be applied on the Closing Date as follows:

- (i) \$209,559.30 received by the Custodian shall be used by the Custodian to pay Costs of Issuance in accordance with the Costs of Issuance Custodian Agreement, which amount shall be deemed expended on the Closing Date;
- (ii) \$290,992.75 shall be deposited by the City into the Reserve Fund; and
- (iii) \$13,194,447.95 shall be for deposit into the Escrow Fund and used by the Escrow Bank pursuant to the Irrevocable Refunding Instructions.

(b) Other Funds. In addition to the foregoing deposits of proceeds, the City shall cause the following amounts to be deposited into the Escrow Fund on the Closing Date:

- (i) \$1,410,552.05 from the reserve fund established for the 2005 Bonds; and
- (ii) \$1,040,784.38 representing Special Taxes held by the City in connection with the 2005 Bonds on the Closing Date.

SECTION 3.02. *Special Tax Fund.*

(a) Establishment of Special Tax Fund. The Special Tax Fund is hereby established as a separate fund to be held by the City, acting on behalf of the CFD, to the credit of which the City, acting on behalf of the CFD, shall deposit all Special Taxes immediately upon receipt by the City. Amounts in the Special Tax Fund shall be held in trust by the City for the benefit of the Lender, shall be disbursed as provided below and, pending any disbursement, shall be pledged to the payment of the Loan for the benefit of the Lender.

(b) Disbursements. Amounts on deposit in the Special Tax Fund shall be disbursed by the City, acting on behalf of the CFD, at the following times and in the following order of priority:

- (i) On or before each Interest Payment Date, but in any event on such date as is necessary to ensure that the Lender is in receipt of each payment due hereunder on each Interest Payment Date, the City, acting on behalf of the CFD, shall apply amounts in the Special Tax Fund to pay to the Lender the full amount of Debt Service coming due on the Loan and the Note on such Interest Payment Date. In the event that there are insufficient funds in the Special Tax Fund to

make any such payment in full when due, the City, acting on behalf of the CFD, shall transfer from the Reserve Fund an amount equal to such shortfall, as provided in Section 3.04(b) hereof. To the extent there are insufficient funds in the Special Tax Fund following such transfer from the Reserve Fund, the Lender shall apply amounts received on such Interest Payment Date first to the payment of interest on the Loan, then to the payment of principal due on the Loan.

(ii) Any amount in the Special Tax Fund in excess of the amounts required to make the foregoing transfers shall be transferred to the Reserve Fund to replenish the Reserve Requirement, if and to the extent necessary.

(iii) The City, acting on behalf of the CFD, shall transfer to the Administrative Expense Fund an amount required to pay Administrative Expenses when and as the same become due and payable.

(iv) On each September 1, any amount in the Special Tax Fund in excess of the amount required to make the foregoing transfers, for the immediately prior March 1 and such September 1, shall, subject to the proviso below, be held in the Special Tax Fund and applied by the City as a credit towards the amount of Special Taxes to be levied for the foregoing transfers in the next Fiscal Year; *provided, however*, that in the event such amount exceeds one-twelfth (1/12th) of the aggregate amount of Debt Service coming due on the Loan in the current Fiscal Year, such excess shall be transferred to the Administrative Expense Fund.

If at any time it appears to the City that there is a danger of deficiency in the Special Tax Fund and that the City may be unable to pay Debt Service on the Loan in a timely manner, the City shall report such fact to the Lender. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation and the Act) in accordance with the procedures set forth in the Act for the purpose of curing Special Tax Fund deficiencies and any amounts drawn on the Reserve Fund.

SECTION 3.03. *Administrative Expense Fund.*

(a) Establishment of Administrative Expense Fund. The Administrative Expense Fund is hereby established as a separate fund to be held by the City, acting on behalf of the CFD. Amounts in the Administrative Expense Fund shall be held by the City, acting on behalf of the CFD, for the benefit of the City, and shall be disbursed as provided below.

(b) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the City and applied to pay or reimburse payment of Administrative Expenses as provided in Section 3.02 hereof. The City shall withdraw from the Administrative Expense Fund and transfer to the Special Tax Fund, from time to time, any amount not required to pay any Administrative Expenses.

SECTION 3.04. *Reserve Fund.*

(a) Establishment of Reserve Fund. The Reserve Fund is hereby established as a separate fund to be held by the City, acting on behalf of the CFD. Amounts in the Reserve Fund shall be held by the City, acting on behalf of the CFD, for the benefit of the holder of the Note, and shall be disbursed as provided below.

(b) Use of Fund. Except as otherwise provided in this Section, all amounts deposited in the Reserve Fund shall be used and withdrawn by the City solely for the purpose of making deposits in the Special Tax Fund, not later than five days prior to each Interest Payment Date, in order to provide sufficient amounts to enable the City, on behalf of the CFD, to pay the Debt Service due on each such Interest Payment Date, in full, on a timely basis.

(c) Transfer of Excess of Reserve Requirement. Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund exceeds the then applicable Reserve Requirement, the City, following any transfer required pursuant to Section 3.04(d) below, shall transfer an amount equal to the excess from the Reserve Fund to the Special Tax Fund to be used for the payment of the principal of and interest on the Note and the Loan in accordance with Section 3.02, but not for payment of Administrative Expenses as provided in Section 3.02(b)(iii).

(d) Transfer for Rebate Purposes. Investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the federal government to comply with Section 4.10(c).

(e) Investment. Moneys in the Reserve Fund shall be invested and deposited in accordance with Section 5.01. Interest earnings and profits resulting from the investment of moneys in the Reserve Fund and other moneys in the Reserve Fund will remain therein until the balance exceeds the Reserve Requirement; any amounts in excess of the Reserve Requirement will be transferred to the Special Tax Fund to be used for the payment of the principal of and interest on the Note and the Loan.

ARTICLE IV

SECURITY FOR THE LOAN; COVENANTS

SECTION 4.01. *Pledge of Special Taxes.* The Loan shall be secured by a first pledge (which pledge shall be effected in the manner and to the extent herein provided) of all of the Special Taxes and all moneys deposited in the Special Tax Fund (including any amounts deposited therein received by the City from foreclosure proceedings as provided in Section 4.04 hereof) and the Reserve Fund. The Special Taxes and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated to the payment of Debt Service on the Loan as provided herein and in the Act until payment in full of the Loan or the discharge of the Loan under Section 6.03. The City covenants and agrees that it will not issue any additional indebtedness or incur any other obligation payable from Special Taxes on a basis senior to, on parity with, or subordinate to the Note or the other amounts due under this Loan Agreement without the written consent of the Lender, except refunding obligations as permitted by Section 2.04(a) hereof.

SECTION 4.02. *Limited Obligations.* All obligations of the City under this Loan Agreement and the Note shall not be general obligations of the City, but shall be limited obligations, payable solely from the Special Taxes and the funds pledged therefore hereunder, except to the extent that provision for payment has voluntarily been made by the City, as may be permitted by law. Neither the faith and credit of the City nor of the State or any political subdivision thereof is pledged to the payment of the Loan and the Note.

SECTION 4.03. *Collection of Special Taxes.* The City shall comply with all requirements of the Act so as to assure the timely collection of Special Taxes, including without limitation, the enforcement of delinquent Special Taxes.

(a) Processing. On or within five (5) Business Days of each June 1, the City, acting on behalf of the CFD, shall determine the amount of Special Taxes needed to be levied under the Ordinance as necessary to provide for annual Debt Service, Administrative Expenses, and if applicable, amounts necessary to replenish the Reserve Fund to the then applicable Reserve Requirement, taking into account the amount then on deposit in the Special Tax Fund. Upon such determination, the City, acting on behalf of the CFD, shall communicate with the Auditor to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits or combinations during the preceding and then current year.

(b) Levy. The City, acting on behalf of the CFD, shall effect the levy of the Special Taxes in accordance with the Ordinance in each Fiscal Year that the Loan remains unpaid such that the computation of the levy is complete before the final date on which the Auditor will accept the transmission of the Special Tax amounts for the parcels within the CFD for inclusion on the next real property tax roll. Upon the completion of the computation of the amounts of the levy, the City, acting on behalf of the CFD, shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the next real property tax roll.

(c) Computation. The City, acting on behalf of the CFD, shall fix and levy the amount of Special Taxes within the CFD required for the payment of Debt Service coming due and payable during the ensuing calendar year, including (i) an amount estimated to be sufficient to pay the Administrative Expenses during such calendar year, (ii) amounts necessary to discharge any rebate obligation, during such year, taking into account the balances in such funds and in the Special Tax Fund, and (iii) amounts necessary to replenish the Reserve Fund to the then applicable Reserve Requirement. The Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings under the Resolution of Formation.

(d) Collection. The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the ad valorem taxes on real property.

(e) Maximum Special Tax. The City hereby covenants that so long as the Note is outstanding, it shall not reduce the maximum annual special tax (as defined in the Rate and Method of Apportionment for the District) applicable to any parcels in the District.

SECTION 4.04. *Covenant to Foreclose*. Under the Act, the City hereby covenants with and for the benefit of the Lender that it will order, and cause to be commenced as hereinafter provided, and thereafter diligently prosecute to judgment (unless such delinquency is theretofore brought current), an action in the superior court to foreclose the lien of any Special Tax or installment thereof not paid when due as provided in the following paragraph. The City shall notify the City Attorney of any such delinquency of which the City is aware, and the City Attorney shall commence, or cause to be commenced, such proceedings.

On or before September 1 of each Fiscal Year, the City, acting on behalf of the CFD, shall compare the amount of Special Taxes theretofore levied in the CFD to the amount of Special Taxes theretofore received by the City. If the City, acting on behalf of the CFD, determines on the basis of such comparison that the total amount of delinquent Special Taxes for the prior Fiscal Year for the entire CFD exceeds 5% of the total Special Taxes due and payable for the prior Fiscal Year, the City shall notify or cause to be notified property owners who are then delinquent in the payment of Special Taxes (and demand immediate payment of the delinquency), and shall, by October 1 following the close of the Fiscal Year in which such Special Taxes were due, commence foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Taxes against each separate lot or parcel of land in the CFD for which a Special Taxes delinquency remains outstanding following such demand and immediate payment as provided above, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such comparison that (a) the total amount of delinquent Special Taxes is less than 5% of the total Special Taxes due and payable for the prior Fiscal Year, but that property owned by a single property owner in the CFD is delinquent by more than \$5,000 with respect to the Special Taxes due and payable in such Fiscal Year, or (b) property owned by a single property owner in the CFD is delinquent cumulatively by more than \$3,000 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the CFD) then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against such property owner. Any such amounts received from foreclosure proceedings will be deposited in the Special Tax Fund.

SECTION 4.05. *Punctual Payment*. The City will punctually pay or cause to be paid the Debt Service on the Loan when and as due in strict conformity with the terms hereof and thereof, and it will faithfully observe and perform all of the conditions covenants and requirements of this Loan Agreement and all Supplemental Agreements and of the Note.

SECTION 4.06. *Against Encumbrances*. The City will not encumber, pledge or place any charge or lien upon any of the Special Taxes or other amounts pledged to the Loan superior to, on a parity with, or subordinate to the pledge and lien herein created in favor of the Loan and the Note for the benefit of the Lender, except as permitted by this Loan Agreement.

SECTION 4.07. *Books and Records*. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries are made of all transactions relating to the Special Taxes and expenditures of amounts disbursed from the Administrative Expense Fund and the Special Tax

Fund. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Lender or its representatives duly authorized in writing.

SECTION 4.08. *Protection of Security and Rights of Lender.* The City will preserve and protect the security of the Loan and the rights of the Lender, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of this Loan Agreement and the Note by the City, the Loan and the Note shall be incontestable by the City. In connection with the Loan, the City covenants that it will not initiate proceedings to reduce the maximum special tax with respect to the CFD as provided in the proceedings under the Resolution of Formation.

SECTION 4.09. *Amendment of this Loan Agreement.* This Loan Agreement and the rights and obligations of the City and of the Lender may be modified or amended at any time by a Supplemental Agreement agreed to and executed by the City and the Lender. Prior to the execution and delivery of any Supplemental Agreement, the City shall at its expense (which expense shall constitute an Administrative Expense) obtain an opinion of Bond Counsel stating whether such modification or amendment will have the effect of causing interest on the Loan to become includable in gross income under the Tax Code, which opinion shall be filed with the Lender.

SECTION 4.10. *Tax Covenants.*

(a) Private Activity Bond Limitations. The City shall assure that the proceeds of the Loan are not so used as to cause the Loan to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

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

(c) Rebate Requirement. The City shall take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such Section is applicable to the Loan.

(d) No Arbitrage. The City shall not take, or permit or suffer to be taken by the Lender or otherwise, any action with respect to the proceeds of the Note which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Note would have caused the Note to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(e) Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Note from the gross income of the Lender to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the date of issuance of the Note.

SECTION 4.11. *No Litigation.* Except as disclosed in writing to the Lender prior to the effective date of this Loan Agreement, there is no pending litigation, tax claim, proceeding with service of process having been accomplished against the City, or to the knowledge of the City, threatened in writing against the City, for which there is a reasonable possibility that an adverse decision could materially adversely affect the City's financial condition or could materially impair

its ability to perform its obligations under the Loan Agreement. The City will, at its expense, maintain its legal existence and the CFD's existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents the Lender may reasonably request in order to protect the Lender's rights and benefits under this Loan Agreement.

SECTION 4.12. *Further Assurances.* The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Loan Agreement, and for the better assuring and confirming unto the Lender of the rights and benefits provided in this Loan Agreement. In addition, as of the Closing Date (i) no Material Adverse Change has occurred since June 30, 2014 and (ii) no event of default has occurred with respect to the 2005 Bonds and no Event of Default exists with respect to this Loan Agreement or the Note.

ARTICLE V

INVESTMENTS; LIABILITY OF THE CITY

SECTION 5.01. *Deposit and Investment of Moneys in Funds.*

(a) General. Moneys in any fund or account created or established by this Loan Agreement and held by the City shall be invested by the City in any investments which are authorized for the investment of City funds under the laws of the State, which in any event by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Loan Agreement, or otherwise containing gross proceeds of the Loan (within the meaning of Section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Loan Agreement or the Tax Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under the applicable provisions of the Tax Code shall be valued at their present value (within the meaning of Section 148 of the Tax Code).

(b) Definition of Fair Market Value. For purposes of this Section 5.01, the term "Fair Market Value" shall mean the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security – State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of

Public Debt, or (iv) any commingled investment fund in which the City and any related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(c) Commingled Money. Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the City hereunder.

SECTION 5.02. *Liability of City.*

(a) General. The City shall not incur any responsibility in respect of the Loan, the Note or this Loan Agreement other than in connection with the duties or obligations explicitly herein or therein assigned to or imposed upon it.

(b) Reliance. In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City by Bond Counsel or by an independent financial consultant and conforming to the requirements of this Loan Agreement. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts. The City may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel, who may be the City Attorney, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

(c) No General Liability. No provision of this Loan Agreement shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Taxes) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

SECTION 5.03. *Employment of Agents by City.* In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

SECTION 5.04. *Remedies on Default.* Upon the occurrence and during the continuation of an Event of Default, the Lender may, at its option and without any further demand or notice, (a) implement the Default Rate and (b) take whatever action at law or in equity may appear necessary or desirable to collect the Loan Repayments then due or thereafter to become due during the term of this Loan Agreement, or enforce performance and observance of any obligation, agreement or covenant of the City under this Loan Agreement.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. *Benefits of Agreement Limited to Parties.* Nothing in this Loan Agreement, expressed or implied, is intended to give to any person other than the City and the Lender any right, remedy, claim under or by reason of this Loan Agreement. Any covenants, stipulations, promises or agreements in this Loan Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Lender.

SECTION 6.02. *Successor and Predecessor.* Whenever in this Loan Agreement or any Supplemental Agreement either the City or the Lender is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Loan Agreement contained by or on behalf of the City or the Lender shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 6.03. *Discharge of Agreement.* Subject to any provisions to the contrary contained in Section 2.04 hereof, the City shall have the right to pay and discharge the entire indebtedness on the Loan and the Note in any one or more of the following ways:

(a) by paying or causing to be paid all of the Debt Service on the Loan and the Note as and when the same become due and payable; or

(b) by depositing in trust for the benefit of the Lender with a bank or other fiduciary, at or before the Maturity Date, cash and/or Federal Securities in such amount as the City shall determine, together with the amounts then on deposit in the Special Tax Fund, is fully sufficient to pay the Loan and the Note, including all Debt Service thereon coming due and payable to the Maturity Date or to a date fixed for prepayment thereof, provided that the adequacy of such deposit shall be confirmed by an independent certified public accountant or by the Lender.

In such event, the pledge of the Special Taxes and other funds provided for in this Loan Agreement and all other obligations of the City under this Loan Agreement and under the Note shall cease and terminate, except only the obligations of the City to pay or cause to be paid to the Lender not so surrendered and paid all sums due thereon from amounts set aside for such purpose; and thereafter Special Taxes shall not be payable to the Lender.

SECTION 6.04. *Execution of Documents.* Any consent, request, declaration or other instrument which this Loan Agreement may require or permit to be executed by the Lender may be in one or more instruments of similar tenor, and shall be executed by an authorized officer of the Lender or by its attorneys appointed in writing.

Any consent, request, declaration or other instrument or writing of the Lender shall bind all future successors and assigns of the Lender in respect of anything done or suffered to be done by the City in good faith and in accordance therewith.

SECTION 6.05. *Waiver of Personal Liability.* No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of or interest or

on the Note; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 6.06. *Notices to and Demands on City and Lender.* Any notice or demand which by any provision of this Loan Agreement is required or permitted to be given or served by the Lender to or on the City may be given or served by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the City with the Lender) as follows:

City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Finance Director
Telephone: (916) 774-5313
Fax: (916) 746-1220

Any notice or demand which by any provision of this Loan Agreement is required or permitted to be given or served by the City to or on the Lender may be given or served by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the Lender with the City) as follows:

Compass Mortgage Corporation
999 18th Street, Suite 2800
Denver, Colorado 80202
Attention: Matt Chorske
Telephone: (303) 217-2235
Fax: (303) 209-8497

With a copy to:
For overnight deliveries:

BBVA Compass
201 N. Hwy 183
Leander, TX 78641
Attention: Credit Risk Operations
Phone: (512) 421-5715
Fax: (866) 695-4804

For US Mail deliveries:

BBVA Compass
P.O. Box 1190
Leander, TX 78646
Phone: (512) 421-5715
Fax: (866) 695-4804

SECTION 6.07. *Partial Invalidity.* If any Section, paragraph, sentence, clause or phrase of this Loan Agreement shall for any reason be held by a court of competent jurisdiction to be illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Loan Agreement. The City and the Lender hereby declare that they would have entered into this Loan Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Note pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Loan Agreement may be held illegal, invalid or unenforceable.

SECTION 6.08. *Applicable Law.* This Loan Agreement shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State.

SECTION 6.09. *Payment on Business Day.* In any case where the payment of interest or of principal of the Loan, or the date fixed for prepayment of the Loan, or the date any action is to be taken under this Loan Agreement, is other than a Business Day, the payment of interest or principal or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date; provided that if any payment of principal is made on the Business Day next succeeding its original payment date, such principal shall be treated and applied as having been made on its original payment date and interest on the Loan shall be calculated accordingly.

SECTION 6.10. *Reporting Requirements.*

(a) Annual Reporting to Lender. Not later than April 15 of each year, beginning no later than April 15, 2016, and ending not later than the April 15th following the final Maturity Date, the City shall cause the following information to be supplied to the Lender:

- (i) the unpaid principal balance of the Loan (as of January 1);
- (ii) the balance in the Reserve Fund (along with a statement of the Reserve Requirement) and the Special Tax Fund (as of January 1);
- (iii) additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within the CFD;
- (iv) the assessed value of all parcels in the CFD subject to the levy of the Special Taxes as shown in most recent equalized roll showing the total assessed value for all land and the total assessed value for all improvements within the CFD delineated between developed and undeveloped property and within each category thereof delineation between each land use category (single family, multi-family, commercial and other), together with the aggregate maximum special tax attributable to each land use category and the aggregate Special Taxes levied for each such land use categories in the immediately preceding Fiscal Year;
- (v) a summary of the value to bonded debt ratios based on the most recent equalized assessed value and the unpaid principal balance of the Loan as of January 1;
- (vi) a summary of the principal property owners responsible for more than 1% of the CFD's Special Tax levy for the immediately preceding Fiscal Year;
- (vii) the number of parcels in the CFD which are delinquent in the payment of Special Taxes, the amount of each delinquency, the name of the property owner, the length of time delinquent and when foreclosure was commenced for each delinquent parcel; and

(viii) a copy of the annual CDIAC report due in October of the year preceding the April 15th date referred to above, including a detailed description of the process used to calculate the special tax levy for the CFD for each Fiscal Year.

(b) Other Reporting to Lender. (i) The City shall provide notice to the Lender promptly upon occurrence of any of the following: (a) any default on any bonded obligation, (ii) Material Litigation related to the CFD, (iii) material governmental proceedings related to the CFD, and (iv) any material adverse effect on the ability of the City to collect the Special Taxes.

At Lender's request, the City shall provide such additional information related to the CFD that the Lender may from time to time reasonably request.

(c) Annual State Reports. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Note, and in each calendar year thereafter until the October 30 following the final maturity of the Note, the City shall prepare and supply the California Debt and Investment Advisory Commission, by mail, postage prepaid, with the information required under Section 53359.5(c) of the Act. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

The reporting requirements of this Section 6.10(c) shall be amended from time to time, without action by the City or the Lender, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act that add to the reporting requirements of this Section 6.10(c).

(d) No Liability. None of the City and its officers, agents and employees or the Lender shall be liable for any inadvertent error in reporting the information required by this Section 6.10.

SECTION 6.11. *Lender Representations.* In connection with the Loan, the Lender hereby represents, warrants and agrees that:

(a) The Lender has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of tax-exempt securities and other investment vehicles similar in character to the Note, to be able to evaluate the risks and merits of the investment represented by the purchase of the Note.

(b) The Lender has been supplied with or has had access to information relating to the City, the CFD and the Special Taxes; has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City and the CFD and their credit standing so that, as a sophisticated investor, the Lender has been able to make its decision to make the Loan as evidenced by the Note. The Lender understands that no financial information or statistical data in connection with this transaction was reviewed by Bond Counsel.

(c) The Lender acknowledges that Bond Counsel has not made any representation regarding the quality, creditworthiness or liquidity of the Note.

(d) The Lender hereby acknowledges that the Note (a) is not being registered under the Securities Act of 1933, as amended, and is not being registered or otherwise qualified for sale under the "Blue Sky" laws or regulations of any state, (b) will not be listed on any stock or other securities exchange, (c) will not carry a rating from any rating service, and (d) may not be readily marketable. The Lender agrees and acknowledges that the Note cannot be sold unless (i) it is subsequently registered under such acts or

an exemption from such registration is available or (ii) any such subsequent purchaser delivers a letter addressed to the City containing the representations in this Section 6.11.

(e) The Lender is able to bear the economic risk of the investment represented by the Note, including a total loss of the entire principal amount of the Note.

(f) The Lender is acquiring the Note for its own account for investment and not with a view to dividing its participation with others or with a view to, or for resale in connection with, a "distribution" (as that term is used in Securities Act of 1933, as amended, and Rules and Regulations of the Securities and Exchange Commission promulgated thereunder) of all or any portion thereof provided, however, that the disposition of the Note shall at all times be and remain within the Lender's control. The Lender has no present intention of selling, negotiating or otherwise disposing of the Note or any participation therein.

(g) The Lender shall not assign or offer the Note, or any participation therein, for sale without complying with all applicable securities laws.

SECTION 6.12. *Investor Letter.* On the Closing Date, the Lender shall deliver to the City an investor letter in substantially the form attached hereto as Exhibit C. The Loan shall be transferable by the registered owner thereof subject to the receipt by the City prior to transfer of an investor letter substantially in the form attached hereto as Exhibit C executed by the transferee.

SECTION 6.13. *Counterparts.* This Loan Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City and the Lender have caused this Loan Agreement to be executed as of July 1, 2015.

CITY OF ROSEVILLE

By Jay Panzica
City Treasurer/ Financial Executive

Approved as to form:

Robert R Schmitt
City Attorney

COMPASS MORTGAGE CORPORATION, as
Lender

By _____
Authorized Officer

IN WITNESS WHEREOF, the City and the Lender have caused this Loan Agreement to be executed as of July 1, 2015.

CITY OF ROSEVILLE

By _____
City Treasurer/ Financial Executive

Approved as to form:

City Attorney

COMPASS MORTGAGE CORPORATION, as
Lender

By  _____
Authorized Officer

EXHIBIT A

FORM OF NOTE

No. 1

\$13,695,000

**CITY OF ROSEVILLE
WOODCREEK WEST COMMUNITY FACILITIES DISTRICT NO. 1
2015 REFUNDING SPECIAL TAX NOTE**

INTEREST RATE: 3.130%

ISSUE DATE: July 23, 2015

PRINCIPAL PAYMENT DATE: September 1 as shown in Appendix A hereto

REGISTERED OWNER: COMPASS MORTGAGE CORPORATION

PRINCIPAL AMOUNT: THIRTEEN MILLION SIX HUNDRED NINETY FIVE THOUSAND AND 00/00 DOLLARS

The City of Roseville (the "City") for and on behalf of the City's Woodcreek West Community Facilities District No. 1 (the "CFD"), for value received, hereby promises to pay solely from the Special Taxes (as hereinafter defined) to be collected in the CFD or amounts in certain funds and accounts held under the Loan Agreement (as hereinafter defined), to the registered owner named above, or registered assigns (the "Owner"), on the principal payment dates set forth in Appendix A hereto, unless prepaid prior thereto as hereinafter provided, the principal amount set forth above, and to pay interest on such principal amount from the Issue Date set forth above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for. Interest on the unpaid principal balance of this Note shall be payable semiannually on each March 1 and September 1, commencing March 1, 2016 (each, an "Interest Payment Date"), at the interest rate set forth above, unless as otherwise provided in the Loan Agreement, until the principal amount hereof is paid in full or provision for such payment has been made; *provided, however*, that if at the time of authentication of this Note, interest is in default on this Note, this Note shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment. Upon the occurrence and continuation of an Event of Default, as defined in the Loan Agreement, this Note shall, at the election of the Lender, bear interest at a rate per annum equal to 7.630% (subject to the limitations of Section 53321(d) of the Act).

This Note evidences the obligations of the City under a Loan Agreement dated as of July 1, 2015 (the "Loan Agreement"), by and between the City and Compass Mortgage Corporation, as lender (the "Lender"), under which the Lender has made a loan (the "Loan") to the City, on behalf of the CFD, for the purpose of refinancing outstanding bonds of the City relating to the CFD. The City is authorized to enter into the Loan Agreement and to issue this Note in the aggregate principal amount of \$13,695,000 under a resolution adopted by the City Council of the City on July 1, 2015 (the "Resolution"), and under the Mello-Roos Community Facilities Act of 1982, as amended, constituting Sections 53311, *et seq.*, of the California Government Code (the "Act"). Reference is made to the Loan Agreement for the complete provisions thereof, and by acceptance hereof the registered owner of this Note assents to said terms and conditions. The Loan Agreement is authorized under, this Note is issued under and both are to be

construed in accordance with, the Act and other laws of the State of California. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Loan Agreement.

Pursuant to the Act, the Resolution and the Loan Agreement, the principal of and interest on this Note are payable solely from the annual special tax authorized under the Act to be collected within the CFD (the "Special Taxes") and certain funds held under the Loan Agreement. Any tax for the payment hereof shall be limited to the Special Taxes, except to the extent that provision for payment has voluntarily been made by the City, as may be permitted by law. This Note does not constitute an obligation of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described hereinabove. Neither the faith and credit nor the taxing power of the City (except to the limited extent set forth in the Loan Agreement) or the State of California or any political subdivision thereof is pledged to the payment of this Note.

The City may, at its option, prepay the Loan in whole, or with consent of the Lender, in part, on any date on or after September 1, 2025, at a prepayment price equal to the sum of (a) the principal amount of the Loan so prepaid, and (b) accrued interest thereon at the rate then borne by the Loan to the date of such prepayment. Any partial prepayments of the Loan shall be applied to the Loan balance then outstanding as provided below.

The Loan shall be subject to mandatory redemption on any Interest Payment Date solely from amounts received by the City representing the prepayment of Special Taxes from the property owners within the CFD at a prepayment price equal to the sum of (a) the principal amount of the Loan so prepaid, and (b) accrued interest thereon at the rate then borne by the Loan to the date of such prepayment. Any partial prepayments of the Loan shall be applied to the Loan balance then outstanding as provided below.

As provided in the Loan Agreement, the City is required to give the Owner written notice of its intention to prepay this Note not less than fifteen (15) days prior to the prepayment date and to specify the principal amount to be prepaid. In the event this Note is prepaid in part but not in whole, the principal amount to be prepaid shall be allocated among the respective principal payment dates on a pro rata basis.

This Note shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Note shall be entered by the City in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

The Loan Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of this Note is not subject to acceleration upon a default under the Loan Agreement or any other document.

This Note shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the City.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED by the City that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Note, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, the City of Roseville, on behalf of the CFD, has caused this Note to be dated the Issue Date shown first above, to be signed by the manual signature of its City Treasurer/Financial Executive and countersigned by the manual signature of the City Clerk with the seal of the City imprinted hereon.

[S E A L]

City Clerk

City Treasurer/Financial Executive

APPENDIX A

ESTIMATED SCHEDULE OF LOAN PAYMENTS

Principal of this Note shall be payable in installments on the dates, and in the amounts, as set forth in the following schedule:

Period Ending	Principal*	Coupon	Interest*	Debt Service*
3/1/16			\$259,573.51	\$259,573.51
9/1/16	\$690,000	3.130%	214,326.75	904,326.75
3/1/17			203,528.25	203,528.25
9/1/17	755,000	3.130	203,528.25	958,528.25
3/1/18			191,712.50	191,712.50
9/1/18	780,000	3.130	191,712.50	971,712.50
3/1/19			179,505.50	179,505.50
9/1/19	800,000	3.130	179,505.50	979,505.50
3/1/20			166,985.50	166,985.50
9/1/20	830,000	3.130	166,985.50	996,985.50
3/1/21			153,996.00	153,996.00
9/1/21	855,000	3.130	153,996.00	1,008,996.00
3/1/22			140,615.25	140,615.25
9/1/22	880,000	3.130	140,615.25	1,020,615.25
3/1/23			126,843.25	126,843.25
9/1/23	910,000	3.130	126,843.25	1,036,843.25
3/1/24			112,601.75	112,601.75
9/1/24	935,000	3.130	112,601.75	1,047,601.75
3/1/25			97,969.00	97,969.00
9/1/25	965,000	3.130	97,969.00	1,062,969.00
3/1/26			82,866.75	82,866.75
9/1/26	995,000	3.130	82,866.75	1,077,866.75
3/1/27			67,295.00	67,295.00
9/1/27	1,025,000	3.130	67,295.00	1,092,295.00
3/1/28			51,253.75	51,253.75
9/1/28	1,060,000	3.130	51,253.75	1,111,253.75
3/1/29			34,664.75	34,664.75
9/1/29	1,090,000	3.130	34,664.75	1,124,664.75
3/1/30			17,606.25	17,606.25
9/1/30	1,125,000	3.130	17,606.25	1,142,606.25
	\$13,695,000		\$3,728,787.26	\$17,423,787.26

* Interest is only listed as a calculation and should not be relied upon for payment. A statement will be issued by the Lender for the actual payment amount. Principal payment amounts are subject to adjustments as provided in Section 2.04(c) of the Loan Agreement.

EXHIBIT B
INVESTOR LETTER

_____, 2015

Name of Issuer

Address

Ladies and Gentlemen:

The undersigned, _____, an _____ (the "Lender"), hereby certifies, represents, and warrants to _____ (the "Issuer") with regard to [Name of Obligation] (the "Obligation") by and between the Lender and the Issuer, as follows:

1. The Lender has full power and authority to carry on its business as now conducted, deliver this certificate and make the representations and certifications contained herein. The Lender has duly authorized the execution and delivery of this Letter of Representations.

2. The Lender has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations of a nature similar to the Obligation, to be able to evaluate the risks and merits of the investment represented by the Obligation, and the Lender has evaluated the risks and merits of such investment independently; and is a "qualified institutional buyer" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended. The Lender is not acting as a broker, dealer or municipal securities underwriter in connection with sale and delivery of the Obligation.

3. The Lender has conducted its own investigation of the financial condition of the Issuer, the purpose for which the Obligation was issued and of the security for the repayment thereof, and has obtained such information regarding the Obligation and the Issuer and its operations, financial condition and financial prospects as the Lender deems necessary to make an informed investment decision with respect to its purchase of the Obligation.

4. The Lender is purchasing the Obligation for the purpose of investment and the Lender intends to hold the Obligation for its own account as a long-term investment, without a current view to any distribution or sale thereof; provided that the Lender retains the right at any time to dispose of the Obligation in accordance with its terms. In the event that the Lender disposes of the Obligation at any time, the Lender understands that it has the responsibility for complying with the provisions of any applicable federal and state securities laws and all rules and regulations promulgated pursuant thereto. Because the Lender has no immediate intent to trade the obligation and as a condition to the purchase of the obligation, the Lender has directed Piper Jaffray not to obtain a CUSIP number or apply for DTC eligibility.

5. The Lender is informed that the Obligation will not be listed on any stock or other securities exchange and was entered into without registration under the provisions of the

Securities Act of 1933, or any state securities laws. The Obligation has not been registered or qualified under any state securities or "Blue Sky" laws.

6. The Lender acknowledges that the Obligation is transferable in whole and not in part and that:

(i) the transferring holder thereof shall first have complied with all applicable state and federal securities laws and regulations;

(ii) the transferring holder thereof can transfer the Obligation only to a transferee who executes and delivers to the Issuer a letter of the transferee substantially to the effect of this letter and who qualifies as:

(1) a qualified institutional buyer pursuant to Rule 144A of the 1933 Securities Act; or

(2) an "accredited investor" within the meaning of Section 2(15) of the 1933 Securities Act; and

(iii) the transferring holder thereof will not prepare or furnish, or cause to be prepared or furnished, any disclosure regarding the Issuer without the prior review and written consent of the Issuer, in the Issuer's sole discretion.

7. The Lender acknowledges that no credit rating has been sought or obtained with respect to the Obligation.

8. The Lender acknowledges that no official statement has been prepared for the Obligation, and that the Issuer will not be entering into a continuing disclosure agreement to provide ongoing disclosure to the public with respect to the Obligation, although the City acknowledges that they will provide specific annual information to the Lender that is identified within the Loan Agreement. The Lender has been offered copies of or had full access to all documents relating to the Obligation and all records, reports, financial statements and other information concerning the City or the District and pertinent to the source of payment for the Loan/Note as deemed material by the Lender, which the Lender as a reasonable investor, has requested and to which the Lender, as a reasonable investor, would attach significance in making an investment decision.

9. The Lender is able to bear the economic risk of an investment in the Obligation, including a complete loss of such investment.

10. The Lender understands that the Issuer and Piper Jaffray & Co. and their respective counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

11. The Authorized Representative is a duly authorized officer of the Lender with the authority to sign this Certificate on behalf of the Lender, and this Certificate has been duly authorized, executed and delivered.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Obligation.

By: _____
Authorized Representative

IRREVOCABLE REFUNDING INSTRUCTIONS

Relating to

\$20,440,000**City of Roseville****Woodcreek West Community Facilities District No. 1****Special Tax Refunding Bonds****Series 2005**

These IRREVOCABLE REFUNDING INSTRUCTIONS (these "Instructions"), are dated July 23, 2015 (the "Closing Date"), and are given by the CITY OF ROSEVILLE, a charter city and municipal corporation organized and existing under the laws of the State of California (the "City"), to The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America, acting as fiscal agent (the "2005 Fiscal Agent") for the 2005 Bonds described below.

BACKGROUND :

1 In order to refinance outstanding obligations of the City relating to the City's Woodcreek West Community Facilities District No. 1, the City on May 11, 2005 issued its \$20,440,000 City of Roseville, Woodcreek West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2005 (the "2005 Bonds"):

2. The 2005 Bonds are subject to optional redemption on September 1, 2015 at a redemption price equal to 100% of the principal amount of the 2005 Bonds to be redeemed, plus accrued interest thereon to the date of redemption.

3. Concurrently herewith, the City has issued its City of Roseville, Woodcreek West Community Facilities District No. 1 2015 Refunding Special Tax Note, in the aggregate principal amount of \$13,695,000 (the "2015 Note"), under a Loan Agreement dated as of July 1, 2015 (the "2015 Loan Agreement") between the City and Compass Mortgage Corporation, as lender (the "Lender"), for the purpose (among others) of borrowing funds from the Lender to refund and discharge the outstanding 2005 Bonds.

4. The Bank of New York Mellon Trust Company, N.A. (the "2005 Fiscal Agent") currently serves as fiscal agent for the 2005 Bonds.

5. The City wishes to give these Instructions to the 2005 Fiscal Agent for the purpose of establishing an irrevocable escrow fund to be funded, invested, held and administered for the purpose of providing for the payment in full of the principal of and interest and redemption price on the 2005 Bonds on September 1, 2015.

INSTRUCTIONS :

In order to provide for the payment and redemption of the 2005 Bonds, the City hereby irrevocably directs the 2005 Fiscal Agent as follows:

SECTION 1. *Establishment of Escrow Fund.* The 2005 Fiscal Agent is directed to establish an escrow fund (the "Escrow Fund") to be held by the 2005 Fiscal Agent as an

irrevocable escrow securing the payment of the 2005 Bonds as hereinafter set forth. All cash and securities in the Escrow Fund are hereby irrevocably pledged as a special fund for the payment of the principal of and interest on the 2005 Bonds in accordance with the Fiscal Agent Agreement dated May 1, 2005 executed in connection with the 2005 Bonds (the "2005 Fiscal Agent Agreement"). If at any time the 2005 Fiscal Agent receives actual knowledge that the cash and securities in the Escrow Fund will not be sufficient to make any payment required by Section 3 in respect of the 2005 Bonds, the 2005 Fiscal Agent shall notify the City of that fact and the City shall immediately cure the deficiency from any source of legally available funds. The 2005 Fiscal Agent shall not be responsible for any such deficiency in the Escrow Fund.

SECTION 2. *Deposit into Escrow Fund.* The 2005 Fiscal Agent shall deposit the amount of \$15,645,784.38 in the Escrow Fund, to be derived from the following sources:

- (a) \$13,194,447.95 from the proceeds of the sale of the 2015 Note thereof on the Closing Date; and
- (b) \$1,410,552.05 from the Reserve Fund established and held by the 2005 Fiscal Agent under the 2005 Fiscal Agent Agreement: and(c) \$1,040,784.38 from special tax revenues held by the City with regard to the 2005 Bonds, which shall be transferred to the 2005 Fiscal Agent on or before the date of issuance of the 2015 Note.

SECTION 3. *Investment of Amounts.* The moneys in the Escrow Fund shall be held uninvested.

SECTION 4. *Instructions as to Application of Deposit.* The 2005 Fiscal Agent shall apply the cash and securities held in the Escrow Fund for the sole purpose of paying the principal of and interest on the 2005 Bonds to and including September 1, 2015, as set forth in Appendix A.

The Escrow Bank has no lien upon or right of set off against the securities and cash at any time on deposit in the Escrow Fund. The 2005 Fiscal Agent is not liable for the accuracy of any calculations provided as to the sufficiency of the moneys and securities deposited with it to pay the principal or interest on the 2005 Bonds.

The deposit made into the Escrow Fund under this Agreement constitutes an irrevocable deposit for the payment and redemption of the 2005 Bonds in accordance with Sections 2.03, 4.02 and 10.03 of the 2005 Fiscal Agent Agreement. The City hereby elects that the pledge of the Special Tax Revenues and other funds provided for in the 2005 Fiscal Agent Agreement, and all other obligations of the 2005 Fiscal Agent and the City with respect to the 2005 Bonds, shall cease and terminate, with the effect and subject to the limitations set forth in the 2005 Fiscal Agent Agreement.

The sufficiency of the amount deposited in the Escrow Fund for payment of the 2005 Bonds in accordance with the instruction given herein has been verified as shown in the Verification Report attached hereto as Appendix B.

SECTION 5. *Disposition of Excess Funds.* Following payment and redemption in full of all of the 2005 Bonds on September 1, 2015, the 2005 Fiscal Agent shall withdraw any amounts remaining on deposit in the Escrow Fund and transfer those amounts to the City, and the City will deposit those amounts in the Special Tax Fund established under the 2015 Loan

Agreement, and applied to pay a portion of the interest coming due and payable on the 2015 Note on March 1, 2016.

SECTION 6. *Irrevocable Election to Redeem 2005 Bonds; Redemption Notice.* The City hereby irrevocably elects to redeem all of the outstanding 2005 Bonds due on and after September 1, 2016 on September 1, 2015, under Sections 2.03, 4.02 and 10.03 of the 2005 Fiscal Agent Agreement. The 2005 Fiscal Agent shall give notice of redemption to the owners of the 2005 Bonds in such other form as customarily used by the 2005 Fiscal Agent, in accordance with the requirements of Section 2.03 of the 2005 Fiscal Agent Agreement, and to the insurer of the 2005 Bonds in accordance with Sections 9.02 and 10.06 of the 2005 Fiscal Agent Agreement, at the expense of the City.

SECTION 7. *Application of Certain Terms of 2005 Fiscal Agent Agreement.* All of the terms of the 2005 Fiscal Agent Agreement relating to the payment and redemption of principal of and interest on the 2005 Bonds, and the protections, rights, indemnities, immunities and limitations from liability afforded the 2005 Fiscal Agent as fiscal agent for the 2005 Bonds, are incorporated in these Instructions as if set forth in full herein.

SECTION 8. *Compensation to 2005 Fiscal Agent.* The City shall pay the 2005 Fiscal Agent full compensation for its services under these Instructions, including out-of-pocket costs such as publication costs, redemption expenses, legal fees and other costs and expenses relating hereto and, in addition, all fees, costs and expenses relating to the purchase, substitution or withdrawal of any securities after the date hereof. Under no circumstances shall amounts deposited in or credited to the Escrow Fund be deemed to be available for said purposes. The 2005 Fiscal Agent has no lien upon or right of set off against the cash and securities at any time on deposit in the Escrow Fund.

SECTION 9. *Governing Law.* These Irrevocable Refunding Instructions shall be governed by the laws of the state of California.

These Irrevocable Refunding Instructions may be executed in counterparts, each of which shall be deemed an original.

CITY OF ROSEVILLE

By: Jay Panzica
City Treasurer/ Financial Executive

ACCEPTED:

The Bank of New York Mellon Trust
Company, N.A.,
as 2005 Fiscal Agent

By _____
Authorized Officer

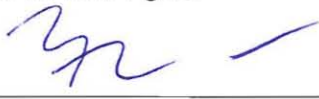
These Irrevocable Refunding Instructions may be executed in counterparts, each of which shall be deemed an original.

CITY OF ROSEVILLE

By: _____
City Treasurer/ Financial Executive

ACCEPTED:

The Bank of New York Mellon Trust
Company, N.A.,
as 2005 Fiscal Agent

By  _____
Authorized Officer

APPENDIX A

**PAYMENT AND REDEMPTION SCHEDULE
OF 2005 BONDS**

<u>Payment Date (September 1, 2015)</u>	<u>Principal</u>	<u>Interest</u>	<u>Premium</u>	<u>Total</u>
Scheduled Payment Due	\$690,000.00	\$350,784.38	n/a	\$1,040,784.38
Early Redemption	<u>14,605,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>14,605,000.00</u>
TOTAL	\$15,295,000.00	\$350,784.38	0.00	\$15,645,784.38

APPENDIX B

VERIFICATION REPORT

CITY OF ROSEVILLE

**VERIFICATION REPORT FOR THE
WOODCREEK WEST COMMUNITY FACILITIES DISTRICT No. 1
SPECIAL TAX REFUNDING BONDS
SERIES 2015**

CAUSEY DEMGEN & MOORE P.C.
Certified Public Accountants and Consultants

July 23, 2015

City of Roseville
311 Vernon Street
Roseville, California 95678

Piper Jaffray & Co.
8880 Cal Center Drive, Suite 400
Sacramento, California 95826

First Southwest Company
1620 26th Street, Suite 230 South
Santa Monica, California 90404

Jones Hall, A Professional Law Corp.
475 Sansome Street, Suite 1700
San Francisco, California 94108

We have completed our engagement to verify the mathematical accuracy of the computations relating to the adequacy of cash to be held in escrow to pay the debt service requirements of the City of Roseville Woodcreek West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2005 (only those bonds described in Exhibit B-1) (herein referred to as the "Refunded Bonds") issued by the City of Roseville (herein referred to as the "City"). We express no opinion as to the attainability of the assumptions underlying the computations or the tax-exempt status of the City of Roseville Woodcreek West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2015 (herein referred to as the "Refunding Bonds") to be issued by the City. Our verification was performed solely on the schedules of proposed transactions provided by Piper Jaffray & Co. (herein referred to as the "Placement Agent"). In the course of our engagement to verify the mathematical accuracy of the computations in the schedules provided to us, we prepared Exhibits A and B attached hereto and made a part hereof.

The scope of our engagement consisted of performing the procedures described herein. These procedures were performed in a manner that we deem to be appropriate.

The accompanying exhibits of proposed transactions were prepared on the basis of assumptions underlying the computations and in accordance with the procedures described herein. We did not independently confirm the information used with outside parties.

OUR UNDERSTANDING OF THE TRANSACTION

The City intends to issue the Refunding Bonds on July 23, 2015 to currently refund the Refunded Bonds. A portion of the proceeds of the Refunding Bonds will be used, together with certain amounts to be contributed from various funds and accounts associated with the Refunded Bonds, to provide cash that will be placed into an escrow account to currently refund the Refunded Bonds.

The Escrow Agent will pay the scheduled debt service requirements of the Refunded Bonds on September 1, 2015 and will redeem those Refunded Bonds maturing on September 1, 2016 and thereafter, at a redemption price equal to 100% of par, on September 1, 2015.

ESCROW ACCOUNT TRANSACTIONS

We verified the mathematical accuracy of the accompanying calculations of the escrow account transactions proposed to currently refund the Refunded Bonds.

The presently outstanding debt service requirements of the Refunded Bonds, as described above, will be satisfied by \$15,645,784.38 in cash. The cash will be placed in an irrevocable escrow account and held therein until the Refunded Bonds are redeemed as previously described.

We read a copy of the Official Statement for the Refunded Bonds insofar as these obligations are described with respect to interest rates, maturity dates, and redemption provisions. We read a copy of a schedule prepared on June 17, 2015 by The Bank of New York Mellon Trust Company, N.A., as trustee for the Refunded Bonds, insofar as the Refunded Bonds are described with respect to principal outstanding by maturity date. We assumed these documents to be accurate and all debt service payments on the Refunded Bonds to be current as of July 23, 2015. We compared the above information set forth in these documents with the related information contained in the schedules provided to us and found the information to be consistent.

Based on the procedures and information set forth above, the computations provided to us and represented in Exhibits A and B, which indicate that the cash proposed to be placed in escrow by the City will produce the amount necessary to provide for the timely payment of the proposed debt payment schedule on the Refunded Bonds, are mathematically correct.

USE OF THIS REPORT

It is understood that this report is solely for the information of and assistance to the addressees hereof in connection with the issuance of the Refunding Bonds and is not to be used, relied upon, circulated, quoted or otherwise referred to for any other purpose without our written consent, except that (i) reference may be made to the report in any closing documents pertaining to the issuance of the Refunding Bonds, (ii) the report may be used in its entirety as an exhibit to the escrow agreement for the Refunded Bonds, (iii) the report may be included in the transcripts pertaining to the issuance of the Refunding Bonds, (iv) the report may be relied upon by Bond Counsel in connection with its opinion concerning the Refunded Bonds, (v) the report may be relied upon by any rating agency or bond insurer that shall have rated or insured or that will rate or insure the Refunded Bonds or the Refunding Bonds, and (vi) the report may be relied upon by the Escrow Agent for the Refunded Bonds.

* * * * *

The scope of our engagement is deemed by the addressees hereto to be sufficient to assist such parties in evaluating the mathematical accuracy of the various computations cited above. The sufficiency of this scope is solely the responsibility of the specified users of this report and should not be taken to supplant any additional inquiries or procedures that the users would undertake in their consideration of the issuance of the bonds related to the transaction described herein. We make no representation regarding the sufficiency of the scope of this engagement. This report

City of Roseville
July 23, 2015
Page 3

should not be used by any party who does not agree to the scope set forth herein and who does not take responsibility for the sufficiency and appropriateness of such scope for their purposes.

Causey Demgen & Moore P.C. is registered and licensed to practice as an Accountancy Corporation in the State of California.

We have no obligation to update this report because of events, circumstances, or transactions occurring subsequent to the date of this report.

Very truly yours,

Causey Demgen & Moore P.C.

EXHIBIT A
CITY OF ROSEVILLE
WOODCREEK WEST COMMUNITY FACILITIES DISTRICT NO. 1
SPECIAL TAX REFUNDING BONDS
SERIES 2015

ESCROW ACCOUNT CASH FLOW
AS OF JULY 23, 2015

<u>Date</u>	<u>Cash Disbursement From Escrow (Exhibit B)</u>	<u>Cash Balance</u>
Beginning		
Balance:		\$15,645,784.38
01-Sep-15	\$15,645,784.38	0.00
	<u>\$15,645,784.38</u>	

CITY OF ROSEVILLE
 WOODCREEK WEST COMMUNITY FACILITIES DISTRICT NO. 1
 SPECIAL TAX REFUNDING BONDS
 SERIES 2015

ESCROW ACCOUNT DISBURSEMENT REQUIREMENTS
 FOR THE REFUNDED BONDS
 AS OF JULY 23, 2015

Payment Date	Rate	Payment For			
		Maturing Principal	Principal Redeemed	Interest	Total
01-Sep-15	Various	\$690,000.00	\$14,605,000.00	\$350,784.38	\$15,645,784.38
		\$690,000.00	\$14,605,000.00	\$350,784.38	\$15,645,784.38

**CITY OF ROSEVILLE
WOODCREEK WEST COMMUNITY FACILITIES DISTRICT NO. 1
SPECIAL TAX REFUNDING BONDS
SERIES 2015**

**DEBT SERVICE REQUIREMENTS FOR THE REFUNDED BONDS
ASSUMING NO OPTIONAL REDEMPTIONS PRIOR TO MATURITY
AS OF JULY 23, 2015**

(FOR INFORMATIONAL PURPOSES ONLY)

Payment Date	Rate	Payment For		Total Debt Payment
		Principal	Interest	
01-Sep-15	4.000%	\$690,000.00	\$350,784.38	\$1,040,784.38
01-Mar-16			336,984.38	336,984.38
01-Sep-16	4.000%	715,000.00	336,984.38	1,051,984.38
01-Mar-17			322,684.38	322,684.38
01-Sep-17	4.125%	745,000.00	322,684.38	1,067,684.38
01-Mar-18			307,318.75	307,318.75
01-Sep-18	4.250%	780,000.00	307,318.75	1,087,318.75
01-Mar-19			290,743.75	290,743.75
01-Sep-19	4.250%	810,000.00	290,743.75	1,100,743.75
01-Mar-20			273,531.25	273,531.25
01-Sep-20	4.250%	845,000.00	273,531.25	1,118,531.25
01-Mar-21			255,575.00	255,575.00
01-Sep-21	4.375%	880,000.00	255,575.00	1,135,575.00
01-Mar-22			236,325.00	236,325.00
01-Sep-22	4.500%	880,000.00	236,325.00	1,116,325.00
01-Mar-23			216,525.00	216,525.00
01-Sep-23	4.500%	920,000.00	216,525.00	1,136,525.00
01-Mar-24			195,825.00	195,825.00
01-Sep-24	4.500%	965,000.00	195,825.00	1,160,825.00
01-Mar-25			174,112.50	174,112.50
01-Sep-25	4.500%	1,005,000.00	174,112.50	1,179,112.50
01-Mar-26			151,500.00	151,500.00
01-Sep-26	5.000%	1,095,000.00	151,500.00	1,246,500.00
01-Mar-27			124,125.00	124,125.00
01-Sep-27	5.000%	1,150,000.00	124,125.00	1,274,125.00
01-Mar-28			95,375.00	95,375.00
01-Sep-28	5.000%	1,210,000.00	95,375.00	1,305,375.00
01-Mar-29			65,125.00	65,125.00
01-Sep-29	5.000%	1,270,000.00	65,125.00	1,335,125.00
01-Mar-30			33,375.00	33,375.00
01-Sep-30	5.000%	1,335,000.00	33,375.00	1,368,375.00
		<u>\$15,295,000.00</u>	<u>\$6,509,034.40</u>	<u>\$21,804,034.40</u>

EXHIBIT C

**CITY OF ROSEVILLE
WOODCREEK WEST COMMUNITY FACILITIES DISTRICT NO. 1
SPECIAL TAX REFUNDING BONDS
SERIES 2015**

**ESTIMATED SOURCES AND USES OF FUNDS
AS OF JULY 23, 2015**

Sources of Funds:	
Par Value of Bonds	\$13,695,000.00
DSRF Contribution	1,410,552.05
Debt Service Fund Contribution	1,040,784.38
Total Sources of Funds	<u>\$16,146,336.43</u>
Uses of Funds:	
Beginning Escrow Account Cash Balance	\$15,645,784.38
DSRF Deposit	290,992.75
Issuance Costs	151,425.00
Placement Agent Fee	46,563.00
Bank Related Expenses	10,000.00
Contingency	1,571.30
Total Uses of Funds	<u>\$16,146,336.43</u>

**CITY OF ROSEVILLE
WOODCREEK WEST COMMUNITY FACILITIES DISTRICT NO. 1
SPECIAL TAX REFUNDING BONDS
SERIES 2015**

**REFUNDING BOND DEBT SERVICE REQUIREMENTS AND PRODUCTION
AS OF JULY 23, 2015**

(FOR INFORMATIONAL PURPOSES ONLY)

Payment Date	Rate	Payment For		Total Debt Payment	Reoffering Price	Total Production
		Principal	Interest			
01-Mar-16			\$259,573.51	\$259,573.51		
01-Sep-16	3.130%	\$690,000.00	214,326.75	904,326.75	100.000%	\$690,000.00
01-Mar-17			203,528.25	203,528.25		
01-Sep-17	3.130%	755,000.00	203,528.25	958,528.25	100.000%	755,000.00
01-Mar-18			191,712.50	191,712.50		
01-Sep-18	3.130%	780,000.00	191,712.50	971,712.50	100.000%	780,000.00
01-Mar-19			179,505.50	179,505.50		
01-Sep-19	3.130%	800,000.00	179,505.50	979,505.50	100.000%	800,000.00
01-Mar-20			166,985.50	166,985.50		
01-Sep-20	3.130%	830,000.00	166,985.50	996,985.50	100.000%	830,000.00
01-Mar-21			153,996.00	153,996.00		
01-Sep-21	3.130%	855,000.00	153,996.00	1,008,996.00	100.000%	855,000.00
01-Mar-22			140,615.25	140,615.25		
01-Sep-22	3.130%	880,000.00	140,615.25	1,020,615.25	100.000%	880,000.00
01-Mar-23			126,843.25	126,843.25		
01-Sep-23	3.130%	910,000.00	126,843.25	1,036,843.25	100.000%	910,000.00
01-Mar-24			112,601.75	112,601.75		
01-Sep-24	3.130%	935,000.00	112,601.75	1,047,601.75	100.000%	935,000.00
01-Mar-25			97,969.00	97,969.00		
01-Sep-25	3.130%	965,000.00	97,969.00	1,062,969.00	100.000%	965,000.00
01-Mar-26			82,866.75	82,866.75		
01-Sep-26	3.130%	995,000.00	82,866.75	1,077,866.75	100.000%	995,000.00
01-Mar-27			67,295.00	67,295.00		
01-Sep-27	3.130%	1,025,000.00	67,295.00	1,092,295.00	100.000%	1,025,000.00
01-Mar-28			51,253.75	51,253.75		
01-Sep-28	3.130%	1,060,000.00	51,253.75	1,111,253.75	100.000%	1,060,000.00
01-Mar-29			34,664.75	34,664.75		
01-Sep-29	3.130%	1,090,000.00	34,664.75	1,124,664.75	100.000%	1,090,000.00
01-Mar-30			17,606.25	17,606.25		
01-Sep-30	3.130%	1,125,000.00	17,606.25	1,142,606.25	100.000%	1,125,000.00
		<u>\$13,695,000.00</u>	<u>\$3,728,787.26</u>	<u>\$17,423,787.26</u>		<u>\$13,695,000.00</u>

COST OF ISSUANCE CUSTODIAN AGREEMENT

This Cost of Issuance Custodian Agreement dated as of July 23, 2015 (this "Agreement") has been entered into by and between the City of Roseville (the "Issuer") and The Bank of New York Mellon Trust Company, N.A. ("Custodian"). The Issuer has appointed the Custodian to act as custodian for its \$209,559.30 cost of issuance deposit from Compass Mortgage Corporation (the "Purchaser") for the City of Roseville Woodcreek West Community Facilities District No. 1 2015 Refunding Special Tax Note (the "Bonds"). This Agreement sets out the terms and conditions of said appointment.

The Issuer and the Custodian agree as follows:

1. The Custodian will receive funds from the Purchaser and place the funds in the custodian account number 823983 established at the Custodian in the name of City of Roseville Woodcreek West Community Facilities District No. 1 2015 Refunding Special Tax Note COI Account (the "Account").
2. The Custodian will hold funds on July 23, 2015 until the Termination Date. Funds shall be held uninvested.
3. The Custodian will pay costs of issuance of the Bonds as directed by the Issuer from time to time via written instruction from funds on deposit in the Account. Exhibit A attached hereto constitutes the first such written instruction and the Custodian is directed to pay such costs.
4. Any balances remaining in the Account on September 1, 2015 shall be transferred to the Issuer.
5. This Agreement will terminate September 1, 2015 or earlier as directed in writing by the Issuer.
6. This Agreement shall be governed under the laws of the State of California.

The liability of the Custodian is limited to the duties as specifically set forth in this Agreement, which shall be deemed purely ministerial in character, and no implied covenants or obligations shall be read into this Agreement against the Custodian. The Custodian will not be liable for any action taken or omitted to be taken by it under this Agreement or in connection herewith except to the extent caused by the Custodian's gross negligence or willful misconduct. Anything in this Agreement to the contrary notwithstanding, in no event shall the Custodian be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Custodian has been advised of the likelihood of such loss or damage and regardless of the form of action.

None of the provisions of this Agreement shall require the Custodian to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Custodian may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Custodian may consult with counsel and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel. The Custodian may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so

appointed.

The Custodian shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means; provided, however, that the Issuer shall provide to the Custodian an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Issuer whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Custodian Instructions using Electronic Means and the Custodian in its discretion elects to act upon such Instructions, the Custodian's understanding of such Instructions shall be deemed controlling. The Issuer understands and agrees that the Custodian cannot determine the identity of the actual sender of such Instructions and that the Custodian shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Custodian have been sent by such Authorized Officer. The Issuer shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Custodian and that the Issuer and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Issuer. The Custodian shall not be liable for any losses, costs or expenses arising directly or indirectly from the Custodian's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Custodian, including without limitation the risk of the Custodian acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Custodian and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Issuer; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Custodian immediately upon learning of any compromise or unauthorized use of the security procedures.

"Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Custodian, or another method or system specified by the Custodian as available for use in connection with its services hereunder.

To the extent permitted by law, the Issuer hereby agrees to indemnify and hold harmless the Custodian and its officers, directors, agents, and employees from and against any and all costs, claims, liabilities, losses, or damages whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of this Agreement, except costs, claims, liabilities, losses, or damages resulting from the gross negligence or willful misconduct of the Custodian including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of this Agreement and/or the resignation or removal of the Custodian.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized officers thereunto duly authorized.

City of Roseville

By: Jay Panzica
Jay Panzica
City Treasurer/Financial Executive

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

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized officers thereunto duly authorized.

City of Roseville

By: _____
Jay Panzica
City Treasurer/Financial Executive

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

By: _____
Name: Fanny Chen
Title: Vice President

Exhibit A

Payee	Purpose	Amount
Jones Hall, APLC	Bond Counsel and reimbursable expenses	\$61,495.00
City of Roseville	Administrative Fee	\$50,000.00*
First Southwest Company	Financial Advisor Fee	\$25,000.00
The Bank of New York Mellon Trust Company, N.A.	Fiscal Agent/Escrow Agent	\$1,000.00
Cal Muni	Statistics	\$475.00*
CDIAC	Reporting Fees	\$2,200.00 *
Causey Demgen & Moore P.C.	Verification Agent	\$1,750.00 *
Stradling Yocca Carlson & Rauth	Bank Counsel Fees	\$10,000.00
Piper Jaffray & Co.	Placement Agent Fee	\$46,563.00

*Not to exceed amount to be paid upon submission of an invoice.

\$13,695,000
Loan Agreement dated as of July 1, 2015 between the
CITY OF ROSEVILLE and
COMPASS MORTGAGE CORPORATION,
relating to the
Woodcreek West Community Facilities District No. 1
2015 REFUNDING SPECIAL TAX NOTE

CERTIFICATE OF FILING REPORT OF FINAL SALE

I, Tamara J. Bishop, Project Coordinator, of Jones Hall, A Professional Law Corporation, hereby state and certify that on the date hereof, for and on behalf of the City of Roseville Woodcreek West Community Facilities District No. 1, I caused to be filed via email to cdiac_issuance@treasurer.ca.gov, a Report of Final Sale relating to the captioned bonds with the California Debt and Investment Advisory Commission, a true copy of which Report is hereto attached.

Dated: July 23, 2015



Tamara J. Bishop,
Project Coordinator
Jones Hall, A Professional Law Corporation

REPORT OF FINAL SALE

California Debt and Investment Advisory Commission
915 Capitol Mall, Room 400, Sacramento, CA 95814
P.O. Box 942809, Sacramento, CA 94209-0001
Tel.: (916) 653-3269 FAX: (916) 654-7440

CDIAC #: 2015-1422

Under California Government Code Section 8855(j), "The issuer of any new public debt issue shall, not later than 21 days after the sale of the debt, shall submit a report of final sale and official statement (or alternate bond documents) to the Commission. The Commission may require information to be submitted in the report of final sale that it considers appropriate."

ISSUER NAME: City of Roseville

(If pool bond, list participants)

ISSUE NAME: Woodcreek Community Facilities District No. 1 2015 Refunding Special Tax Note

STATUTE ISSUANCE IS AUTHORIZED UNDER? Mello-Roos Community Facilities Act of 1982, as amended.

constituting Section 53311, et seq. of the California Government Code

ACTUAL SALE DATE: 7/23/2015 PRINCIPAL SOLD: \$ 13,695,000.00
(Date Purchase Agreement Signed/Bid Acceptance)

DATED DATE: 07/23/2015

IS ANY PORTION OF THE DEBT FOR REFUNDING?¹

No Yes, refunding amount (including costs) \$ 13,695,000.00

ISSUER CONTACT:

Name: Jay Panzica Title: City Treasurer/Financial Executive
Address: 311 Vernon Street City, State, Zip: Roseville CA 95678
Phone: 916-774-5319 ISSUER LOCATED IN Placer COUNTY
E-Mail: jpanzica@roseville.ca.us

FILING CONTACT: Name of Individual (representing: Bond Counsel, Borrower Counsel (Loan), Issuer, Financial Advisor, or Lead Underwriter) who completed this form and may be contacted for information:

Name: David T. Fama, Esq. Firm/Agency: Jones Hall, A Professional Law Corporation
Address: 475 Sansome Street, Suite 1700 City, State, Zip: San Francisco, CA 94111
Phone: 415-391-5780 Ext. 260 E-Mail: dfama@joneshall.com
Send acknowledgement/copies to: Mike Kelley E-Mail: mkelley@joneshall.com

TYPE OF SALE: Negotiated Competitive IS THIS FINANCING A PRIVATE PLACEMENT? No Yes

NAME OF INDIVIDUAL TO WHOM AN INVOICE FOR THE CDIAC ISSUE FEE SHOULD BE SENT:²

Name: Fanny Chen Firm: The Bank of New York Mellon Trust Company, N.A.
Address: 400 South Hope Street, Suite 400 City, State, Zip: Los Angeles, CA 90071
Phone: 213-630-6407 E-Mail: fanny.chen@bnymellon.com

¹ Section 53583(c)(2)(B) of the California Government Code requires that any local agency selling refunding bonds at private sale or on a negotiated basis shall send a written statement, within two weeks after the bonds are sold, to the CDIAC explaining the reasons why the local agency determined to sell the bonds at a private sale or on a negotiated basis instead of at public sale.

² This fee is authorized by Section 8856 of the California Government Code and is charged to the lead underwriter or purchaser of the issue. The fee is administratively set by the Commission. The current fee schedule may be obtained from CDIAC.

FINANCING PARTICIPANTS (Firm name)

FINANCIAL ADVISOR: First Southwest Company
LEAD UNDERWRITER/PURCHASER: BBVA Compass Bank
BORROWER COUNSEL (LOAN): Stradling Yocca Carlson &
BOND COUNSEL: Jones Hall, A Professional Law Corporation
CO-BOND COUNSEL:
TRUSTEE/PAYING AGENT: The Bank of New York Mellon Trust
PLACEMENT AGENT: Piper Jaffray

OFFICE LOCATION (City/State)

Santa Monica, CA
Denver, CO
Denver, CO
San Francisco, CA
Los Angeles, CA
San Francisco, CA

MATURITY SCHEDULE

Attached Included in Official Statement

MATURITY STRUCTURE

Serial (S) Term (T)
Serial and term bonds (B)

FINAL MATURITY DATE: 9/1/2030

FIRST OPTIONAL CALL DATE:

SENIOR/SUBORDINATE STRUCTURE Yes No

OFFICIAL STATEMENT/OFFERING MEMORANDUM:

Enclosed None prepared

WAS THE ISSUE INSURED OR GUARANTEED?

No
Bond Insurance (I)
Letter of Credit (L)
State Intercept Program (T)
Other (0)

GUARANTOR:

ENHANCEMENT EXPIRATION DATE:

INDICATE CREDIT RATING:

(For example, "AAA" or "Aaa")
Not Rated
Rated
Standard & Poor's:
Fitch:
Moody's:
Other:

REASON FOR NEGOTIATED REFUNDINGS

If the issue is a negotiated refunding, indicate the reason(s) why the bonds were issued at a private or negotiated versus a competitive sale.
Timing of the sale provided more flexibility than a public sale
More cost savings were expected to be realized than a public sale
More flexibility in debt structure was available than a public sale
Issuer able to work with participants familiar with issue/r than a public sale
All of the above
Other (please specify)

IS THE INTEREST ON THE DEBT TAXABLE?

Under State Law: Yes (taxable) No (tax-exempt)
Under Federal Law: Yes (taxable) No (tax-exempt)
If the issue is federally tax-exempt, is interest a specific preference item for the purpose of alternative minimum tax? Yes No

INTEREST TYPE:

NIC - Int. Cost: 3.130%
TIC - Int. Cost: 3.3385%
Variable Other (Index/Rate)

CAPITAL APPRECIATION BOND: Yes No

RATE REDUCTION SAVINGS:
(In accordance with Government Code Section 6588.7)

ISSUANCE COSTS AND FEES:

A) Management Fee
B) Total Takedown
C) Underwriter Expenses
Underwriter Spread or Discount
D) Bond Counsel \$ 58,000.00
E) Borrower Counsel (Loan)
F) Co-Bond Counsel
G) Disclosure Counsel
H) Financial Advisor \$ 25,000.00
I) Rating Agency
J) Credit Enhancement
K) Trustee Fee \$ 1,000.00
L) Placement Agent \$ 46,563.00
M) Other Expenses \$ 78,996.30
Total Issuance Costs \$ 209,559.30

ORIGINAL ISSUE PREMIUM

ORIGINAL ISSUE DISCOUNT

NET ORIGINAL ISSUE DISCOUNT/PREMIUM

\$13,695,000
Loan Agreement dated as of July 1, 2015 between the
CITY OF ROSEVILLE and
COMPASS MORTGAGE CORPORATION,
relating to the
Woodcreek West Community Facilities District No. 1
2015 REFUNDING SPECIAL TAX NOTE



OFFICER'S CERTIFICATE

July 23, 2015

The undersigned hereby state and certify that:

(i) we are the City Treasurer/Financial Executive and City Clerk of the City of Roseville, a charter city and municipal corporation duly organized and existing under the laws of the State of California (the "City"), and as such, we are familiar with the facts herein certified and are authorized to certify the same;

(ii) the signatures set forth opposite the names and titles of the following persons are the genuine signatures of such persons, each of whom holds the office designated below:

<u>Name and Title</u>	<u>Signature</u>
Jay Panzica, City Treasurer/Financial Executive	 _____
Sonia Orozco, City Clerk	 _____

(iii) on July 1, 2015, the City Council duly adopted Resolution No. 15-291 entitled "A Resolution of the City Council of the City of Roseville Authorizing the Borrowing of Funds to Refund 2005 Refunding Special Tax Bonds Relating to Woodcreek West Community Facilities District No. 1, and Approving and Authorizing Related Documents and Actions and the Retention of Bond Counsel" (the "Resolution"), which Resolution was duly adopted by the City Council at an open public meeting which was called, noticed and conducted in accordance with all applicable requirements of California law, at which a quorum was present and acting throughout, and the Resolution has not been amended, modified, supplemented, rescinded or repealed and is in full force and effect as of the date hereof;

(iv) the note issued by the City designated “City of Roseville Woodcreek West Community Facilities District No. 1, 2015 Refunding Special Tax Note”, in the aggregate principal amount of \$13,695,000, dated July 23, 2015 (the “Note”), has been executed by the manual or facsimile signature of the within-named City Treasurer/Financial Executive and attested to by the manual signature of the within-named City Clerk and that the seal of the City is impressed thereon;

(v) by all necessary action, the City has duly authorized and approved the execution and delivery, and the performance by the City of the obligations on its part contained the following agreements (collectively, the “Agreements”):

- (a) Loan Agreement, dated as of July 1, 2015 (the “Loan Agreement”), by and between the City for and on behalf of the City’s Woodcreek West Community Facilities District No. 1 (the “CFD”) and Compass Mortgage Corporation, as lender,
- (b) Irrevocable Refunding Instructions, dated July 23, 2015 (the “Refunding Instructions”), given by the City to The Bank of New York Mellon Trust Company, N.A., as fiscal agent for the City of Roseville, Woodcreek West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2005;

(vi) the within-named City Treasurer/Financial Executive is an “Authorized Officer” of the City, as such term is defined in the Loan Agreement;

(vii) for and on behalf of the City, the within-named City Treasurer/Financial Executive has duly executed the Agreements and the within-named City Clerk has attested to the Agreements, as applicable;

(viii) the representations and warranties of the City and the CFD contained in the Loan Agreement are true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof;

(ix) no litigation is pending or to the best of our knowledge, threatened (either in state or federal courts) to restrain or enjoin the execution or delivery of the Agreements, in any way contesting or affecting the authority for the execution and delivery of the Agreements or the validity of the Agreements, or in any way contesting the corporate existence or powers of the City or the title of the officers thereof to their respective offices; and

- (x) the federal employer identification number of the City is 94-6000409.

This certificate is executed by duly authorized representatives of the City as of the date first written above.

CITY OF ROSEVILLE

By: 
Jay Panzica
City Treasurer/Financial Executive

By: 
Sonia Orozco
City Clerk

\$13,695,000
Loan Agreement dated as of July 1, 2015 between the
CITY OF ROSEVILLE and
COMPASS MORTGAGE CORPORATION,
relating to the
Woodcreek West Community Facilities District No. 1
2015 REFUNDING SPECIAL TAX NOTE

CERTIFICATE AS TO ARBITRAGE

I, the undersigned City Treasurer/Financial Executive of the City of Roseville, California (the "City"), being one of the officers of the City duly charged (by resolution of the City Council of the City), with others, with the responsibility of issuing the City's \$13,695,000 principal amount of Woodcreek West Community Facilities District No. 1, 2015 Refunding Special Tax Note (the "Note"), dated July 23, 2015, and being issued this date, hereby certify and covenant as follows:

(1) Purpose of Note. The Note is being issued pursuant to a Loan Agreement, dated as of July 1, 2015 (the "Loan Agreement"), between the City, for and on behalf of the City's Woodcreek West Community Facilities District No. 1 (the "CFD"), and Compass Mortgage Corporation, as lender (the "Lender"), in order to provide funds for the purpose of refunding on a current basis the City's outstanding City of Roseville, Woodcreek West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2005 (the "2005 Bonds"), dated as of and issued on May 11, 2005, in the original principal amount of \$20,440,000 (of which \$15,295,000 principal amount is outstanding and is being paid or refunded as described herein). The 2005 Bonds were issued for the purposes of (i) refunding on an advance basis of the City's outstanding Roseville Woodcreek West Community Facilities District No. 1, Special Tax Bonds, Series 1999 (the "1999 Bonds"), dated November 15, 1999, and issued in the original principal amount of \$16,945,000 for the purpose of financing certain public facilities (the "1999 Project") more particularly described in the Certificate Regarding Use of Proceeds, dated the date hereof and included elsewhere in the transcript for the Note (the "Proceeds Certificate"), and (ii) financing certain public facilities (the "2005 Project") more particularly described in the Proceeds Certificate.

(2) Statement of Expectations. On the basis of the facts and estimates in existence on the date hereof, I reasonably expect the following with respect to the amount and use of gross proceeds of the Note:

(a) Amount Received from Sale of Note; No Aggregated Issues. The Note represents a loan from the Lender and the proceeds thereof, being \$13,695,000.00 (representing the face amount of the Note), are being loaned to the City pursuant to the Loan Agreement. Of said amount, \$209,559.30 will be deposited in a costs of issuance account held by The Bank of New York Mellon Trust Company, N.A., as custodian; \$290,992.75 will be deposited in the Reserve Fund held by the City; and the remaining \$13,194,447.95 will be deposited in the Escrow Fund held by The Bank of New York Mellon Trust Company, N.A., as fiscal agent for the 2005 Bonds (the "2005 Fiscal Agent"). No tax-exempt debt has been sold within fifteen (15) days before or after the

date the Note was sold that will be paid from substantially the same source of funds as the Note (excluding guarantees from unrelated parties).

(b) Refunding Schedules. At the request of the City, the schedules included elsewhere in the transcript for the Note (the "Schedules") have been prepared by Piper Jaffray & Co., as placement agent (the "Placement Agent") and verified by Causey Demgen & Moore, PC, independent certified public accountants, for the purpose of detailing all relevant aspects of the refunding program. The Schedules are incorporated herein by this reference.

(c) Costs of Issuance. Proceeds of the deposited in the Costs of Issuance Account will be used for payment of legal fees and other costs of issuance of the Note on the date hereof. Any amounts remaining in the Costs of Issuance Account on September 1, 2015, will be transferred to the City for deposit in the Special Tax Fund and used for the purposes thereof.

(d) Escrow Fund; Deposits and Investment. The City has delivered certain Irrevocable Refunding Instructions (the "Refunding Instructions") to the 2005 Fiscal Agent dated July 23, 2015, pertaining to the 2005 Bonds. Pursuant to the Refunding Instructions, concurrent with the deposit of proceeds of the Note in the amount of \$13,194,447.95 into the Escrow Fund, the City will cause the 2005 Fiscal Agent to transfer to the Escrow Fund: \$1,040,784.38 from the special tax fund created for the 2005 Bonds, and \$1,410,552.05 from the reserve fund created for the 2005 Bonds, being a total of \$2,451,336.43 transferred to the Escrow Fund from the funds created for the 2005 Bonds and a total deposit into the Escrow Fund of \$15,645,784.38. The City will direct the 2005 Fiscal Agent to hold all amounts in the Escrow Fund in cash. If invested, amounts on deposit in the Escrow Fund may be invested at an unrestricted yield for a temporary period not exceeding 90 days after the date hereof. United States Treasury Securities, State and Local Government Series were not available at the time of issuance of the Bonds. Causey Demgen & Moore, PC, as bidding agent, has represented that the purchase of Federal Securities, through bidding or purchase by the bidding agent on behalf of the District, would have resulted in a negative yield on the Escrow Fund.

(e) Escrow Fund; Use and Allocation of Amounts Deposited. Amounts deposited in the Escrow Fund will be used to pay principal and interest on the 2005 Bonds through September 1, 2015, and on said date will be used to redeem the then outstanding principal amount of the 2005 Bonds of \$14,605,000 (without premium) and the interest on the Bonds through the date set for redemption. Amounts, if any, remaining in the Escrow Fund following redemption of the 2005 Bonds will be transferred to the Special Tax Fund and used for the payment of debt service on the Note.

(f) Reserve Fund. The proceeds of the Note (\$290,992.75) deposited in the Reserve Fund equal the "Reserve Requirement," which is less than ten percent (10%) of the principal amount of the Note, less than one hundred and twenty-five percent (125%) of average annual debt service on the Note and less than maximum annual debt service on the Note. The Lender has represented that the establishment of the Reserve Fund in the amount of the Reserve Requirement was vital to its decision to acquire the Note and is reasonably required to assure the payment of debt service on the Note. Amounts

deposited in the Reserve Fund will be invested without yield restrictions. Interest earnings and gains resulting from said investment will be retained in the Reserve Fund in the event that the amount on deposit in such Fund is less than the Reserve Requirement and otherwise will be deposited in the Special Tax Fund and applied to the payment of debt service on the Note when and as due.

(g) Pledge of Tax Revenues; Special Tax Fund. The City has pledged certain revenues from special taxes imposed on certain property in the City (the "Tax Revenues") to the payment of debt service on the Note. Upon receipt, the Tax Revenues will be deposited in the Special Tax Fund held by the City. On each loan payment date on the Note, amounts in the Special Tax Fund in the amount necessary to pay debt service due on the Note will be withdrawn from the Special Tax Fund and paid to the Lender. On each September 1, any amount in the Special Tax Fund will be held in the Special Tax Fund and applied by the City as a credit towards the amount of Special Taxes to be levied in the next Fiscal Year; *provided, however*, that in the event such amount exceeds one-twelfth ($1/12^{\text{th}}$) of the aggregate amount of debt service coming due on the Loan in the current Fiscal Year, such excess shall be transferred to the Administrative Expense Fund.

(h) Administrative Expense Fund. The City will transfer, annually, amounts from the Special Tax Fund to the Administrative Expense Fund as described above. Amounts deposited in the Administrative Expense Fund will be used for the payment of costs of administering the special tax program represented by the Tax Revenues and of carrying the Note. Amounts in the Administrative Expense Fund are not available for payment of debt service on the Note and, if invested, will be invested without yield restrictions. Interest earnings and gains resulting from that investment will be deposited in the Administrative Expense Fund and used for the purposes thereof.

(i) No Other Pledged Amounts or Investment-Type Property. Except as described herein, no amounts have been pledged to, or are reasonably expected to be used directly or indirectly to pay, principal or interest on the Note, nor are there any amounts that have been reserved or otherwise set aside such that there is a reasonable assurance that such amounts will be available to pay principal or interest on the Note. In addition, the City has not entered into, and does not reasonably expect to enter into, a hedge contract primarily for the purpose of reducing the City's risk of interest rate changes with respect to the Note.

(j) No Negative Pledges. There are no amounts held under any agreement requiring the maintenance of amounts at a particular level for the direct or indirect benefit of the owners of the Note or any guarantor of the Note, excluding for this purpose amounts in which the City may grant rights that are superior to the rights of the owners of the Note or any guarantor of the Note and amounts that do not exceed reasonable needs for which they are maintained and as to which the required level is tested no more frequently than every six (6) months and that may be spent without any substantial restriction other than a requirement to replenish the amount by the next testing date.

(k) No Replacement Proceeds. There are no amounts that have a sufficiently direct nexus to the Note or to the refunding program to conclude that the amounts would have been used for debt service on the Note or for the refunding program if the proceeds

of the Note were not being used for those purposes. The term of the Note is not longer than reasonably necessary for refunding of the 2005 Bonds in that the weighted average maturity of that portion of the Note does not exceed one hundred twenty percent (120%) of the average reasonably expected remaining economic life of the Prior Project.

(l) No Improper Financial Advantage. The transaction contemplated herein does not represent an exploitation of the difference between tax-exempt and taxable interest rates to obtain a material financial advantage and does not overburden the tax-exempt bond market in that the City is not issuing more notes, issuing the Note earlier, or allowing the Note to remain outstanding longer than is otherwise reasonably necessary to accomplish the governmental purposes of the Note.

(m) Bond Year for the Note. The City hereby selects each period from September 2 through September 1 of the following calendar year as the bond years for the Note, except that the first bond year will commence on the date hereof and the last bond year will end on the date of payment of the Note in full.

(n) Rebate Requirement. The City has covenanted in the Loan Agreement to comply with requirements for rebate of excess investment earnings to the federal government to the extent applicable and acknowledges that the first payment of excess investment earnings, if any, is required to be rebated to the federal government no later than sixty (60) days after the end of the fifth (5th) bond year for the Note. No portion of the Note will constitute a private activity bond within the meaning of section 141(a) of the Internal Revenue Code of 1986, as amended (the "Code"), the average maturity of the Note is greater than five (5) years and none of the interest rates on the Note vary during the term of the Note. As a consequence of the foregoing, investment earnings on the Special Tax Fund will be excluded for the purposes of computation of the amount required to be rebated to the federal government as referenced in this subparagraph without regard to the total amount of said earnings. The 2005 Bonds are subject to requirements for rebate of excess investment earnings to the federal government and the City acknowledges that it is in compliance with those requirements.

(o) Yield of the Note. The Placement Agent has represented that the yield of the Note is 3.1296%, determined on the basis of regularly scheduled principal and interest payments on the Note, adjusted by assuming certain early redemption of principal in the case of certain early call dates, all discounted to \$13,695,000.00, representing the issue price of the Note (being the face amount of the Note). The Lender has represented that (i) it acquired the Note from the City at the price of par; and (ii) it reasonably expects to hold the Note for its own account and not to resell or otherwise transfer the Note. The City has no reasonable expectations regarding when or if prepayments of Tax Revenues and optional redemption of the Note will occur and therefore yield is not adjusted to take into account redemption, if any, from prepayments of Tax Revenues.

(p) No Remaining Amounts; No Excess Proceeds. After the transfers referenced above, no funds remain in any account or fund established for payment of debt service on the 2005 Bonds or established from the proceeds of the 2005 Bonds.

(q) No Hedge Bond. The Note does not constitute a "hedge bond" because the 2005 Bonds were not hedge bonds. The 2005 Bonds were not hedge bonds because on the date of issuance of the 2005 Bonds, the City reasonably expected that not less than eighty-five percent (85%) of the proceeds of the 2005 Bonds allocable to the 2005 Project would be expended within three (3) years of that date of issuance and not more than fifty percent (50%), if any, of the proceeds of the 2005 Bonds allocable to the 2005 Project was invested in investments having a substantially guaranteed yield for four (4) or more years. In addition, the 2005 Bonds did not constitute hedge bonds because the 1999 Bonds were not hedge bonds. The 1999 Bonds were not hedge bonds because on the date of issuance of the 1999 Bonds, the City reasonably expected that not less than eighty-five percent (85%) of the proceeds of the 1999 Bonds would be expended within three (3) years of that date of issuance and not more than fifty percent (50%), if any, of the proceeds of the 1999 Bonds was invested in investments having a substantially guaranteed yield for four (4) or more years.

(3) Allocation and Accounting Procedures. The City will use a consistently applied accounting method to account for investments and expenditures of proceeds of the Note. Allocations of Note proceeds to expenditures will be made only with respect to a current outlay of cash for the expenditures. The City will not invest proceeds of the Note in a commingled fund in which the City owns more than 10% of the beneficial interest thereof. The City will maintain books and records until three years after the date of retirement or redemption of the Note sufficient to (i) establish the accounting method used, (ii) account for all investments of proceeds of the Note, and (iii) substantiate the allocation of proceeds of the Note to expenditures. In the event such allocations of Note proceeds to expenditures are not made within 60 days after the date five years after the date hereof, the City will use a specific tracing accounting method to account for investment and expenditures of proceeds of the Note.

On the basis of the foregoing, it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage bonds within the meaning of section 148 of the Code and applicable regulations. To the best of my knowledge, information and belief, the expectations herein expressed are reasonable and there are no facts, estimates or circumstances, other than those expressed herein, that would materially affect the expectations herein expressed.

DATED: July 23, 2015

CITY OF ROSEVILLE

By 
Jay Panzica
City Treasurer/Financial Executive

\$13,695,000
Loan Agreement dated as of July 1, 2015 between the
CITY OF ROSEVILLE and
COMPASS MORTGAGE CORPORATION,
relating to the
Woodcreek West Community Facilities District No. 1
2015 REFUNDING SPECIAL TAX NOTE

CERTIFICATE REGARDING USE OF PROCEEDS

July 23, 2015

The undersigned is the City Treasurer/Financial Executive of the City of Roseville (the "City"), is authorized to execute this certificate on behalf of the City, is knowledgeable with respect to the matters set forth herein, and hereby states and certifies as follows:

(1) Loan Agreement. The City is executing and delivering a Note and a Loan Agreement, dated as of July 1, 2015 (the "Loan Agreement"), between the City and Compass Mortgage Corporation, as lender (the "Lender"), on the date of this Certificate (the "Closing Date"), whereby the City is borrowing the principal amount of \$13,695,000 from the Lender (the "Loan").

(2) Refunding Purposes. Of the proceeds of the Loan received on the Closing Date, \$13,194,447.95 will be deposited in a Escrow Fund (the "Escrow Fund"). Amounts on deposit in the Escrow Fund will be used to refund the City of Roseville, Woodcreek West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2005 (the "2005 Bonds"), the proceeds of the 2005 Bonds were used refund on an advance basis the City's "City of Roseville Woodcreek West Community Facilities District No. 1 Special Tax Bonds, Series 1999", issued on November 15, 1999 in the amount of \$16,945,000 (the "1999 Bonds", and together with the 2005 Bonds, the "Refunded Bonds"). Proceeds of the Refunded Bonds financed and refinanced the capital improvements (the "Prior Project") described in Part I of Exhibit A hereto attached and by this reference herein incorporated.

(3) Private Uses of Prior Project. Part II of Exhibit A describes:

- (a) each use previously made (between the date the Refunded Bonds were issued and the Closing Date) and to be made in the future of the Prior Project by any private person or entity (that is, any entity *other than* (i) the City, (ii) other non-federal governmental entities, or (iii) members of the public generally), and
- (b) all payments (if any) directly or indirectly in respect of any use to be made of the Prior Project by any private person or entity, previously made (between the date the Refunded Bonds were issued and the Closing Date) and to be made after the Closing Date.

(4) No Private Loans. No portion of the proceeds of the Loan or the Refunded Bonds will be used, directly or indirectly, to make or finance a loan to any person (other than a state or local government unit).

(5) Expectations Regarding Project Use for Life of Loan. The City reasonably expects to use the Prior Project for the purposes referenced in the Exhibits attached hereto or for other governmental purposes of the City during the entire term of the Loan.

The City acknowledges that, for the purposes hereof, proceeds of the Loan used to refund the Refunded Bonds are deemed to be used for the same purposes as the proceeds of the Refunded Bonds (that is, the proceeds of the Loan are deemed to have been used to finance and refinance the Prior Project).

(6) Practices and Procedures for Accounting for and Monitoring of Loan Proceeds. The City agrees to implement the practices and procedures (the "Written Procedures") set forth in Exhibit B in order to assure that the proceeds of the Loan is used in such a manner so as not to violate the provisions of the Internal Revenue Code of 1986, as amended, under which interest on the Loan is excluded from federal income taxation, and to take remedial actions in the event of a violation. These Written Procedures generally account for and monitor (i) the expenditure and investment of Loan proceeds, (ii) the use of the Prior Project financed with the proceeds of the Loan, and (iii) any changes in the underlying structure of the Loan financing.

The City acknowledges that Written Procedures in Exhibit B are not exclusive and covenants to comply with (1) all tax limitations and requirements imposed with respect to the Loan and (2) all State and local legal requirements regarding the valid incurrence of debt and permitted uses of the proceeds of the Loan. Unless otherwise set forth in the Written Procedures or subsequently changed by the City Treasurer/Financial Executive, will undertake post-issuance compliance relating to the Loan.

Notwithstanding the foregoing, failure to perform any task set forth in the Written Procedures will not constitute an event of default under the Loan Agreement.

(7) Certifications.

(a) The above statements are made on the basis of the facts, estimates and circumstances in existence on the date hereof and the undersigned has exercised due diligence to assure that all material facts, estimates and circumstances relating to the above statements were made available to the undersigned and reviewed by the undersigned.

(b) To the best knowledge of the undersigned the above statements are reasonable and there are no other facts, estimates or circumstances, other than those set forth herein, that would materially affect the statements made herein.

(c) The undersigned is aware that Jones Hall, A Professional Law Corporation, is rendering an opinion on the date hereof substantially to the effect that the interest on the Bonds is excluded from gross income for federal income tax purposes and in rendering such opinion is relying upon the statements made in this Certificate and in the Exhibits attached to this Certificate.

This certificate is executed by a duly authorized representative of the City as of the date first written above.

By Jay Panzica
Jay Panzica
City Treasurer/Financial Executive

EXHIBIT A

PART I. Detailed Description of Prior Project

The proceeds of the Refunded Bonds were used to finance the cost of the public improvements which are more particularly described below.

Transportation Improvements

Authorized facilities include the following transportation –related improvements:

- *Baseline Road;*
- *Junction Boulevard;*
- *Fiddymment Road;*
- *Pleasant Grove Boulevard;*
- *Junction Boulevard;*
- *School Street;*
- *South and North Collectors;*
- *Other public roadway improvement required to meet the needs of the project.*

Eligible roadway improvements include: purchase of right of way; roadway design; project management; bridge crossings, grading and paving; joint trenches and underground utilities; curbs, gutters and sidewalks; street lights (including reimbursements to the City) and signalization; signs and striping; and median and parkway landscaping related thereto.

Wastewater Improvements

Authorized facilities include any and all wastewater facilities designed to meet the needs of development within the District. These facilities include sewer transmission lines, force main and pump station, and related wastewater system improvements.

Wastewater Improvements

Authorized facilities include any and all wastewater facilities designed to meet the needs of development within the District. These facilities include sewer transmission lines, force main and pump station, and related wastewater system improvements.

Water System Improvements

Authorized facilities include any and all water facilities designed to meet the needs of development within the District. These facilities include water distribution facilities including fire hydrants, and related water system improvements.

Drainage System Improvements

Authorized facilities include any and all drainage and storm sewer improvements designed to meet the needs of development within the District including, but not limited to, pipelines and appurtenances, temporary drainage facilities, detention basins, and drainage pretreatment facilities.

Park Improvements

Authorized facilities include any and all improvements to park facilities located in the North Roseville Specific Plan Neighborhood D area, including acquisition of property and the design and construction thereof.

Community Center Contribution and Contributions to Other Public Facilities

Authorized facilities include contributions to the construction of the Mahany Community Center (the "Community Center Contribution" described herein) and the off-site softball fields, and contributions to a transportation study of the Riverside/Cirby intersection (which are a part of the Improvements).

Other Authorized Expenses

In addition to the above facilities, other incidental expenses authorized by the Act, including, but not limited to, the cost of planning and designing the facilities (including the cost of environmental evaluation and environmental remediation); engineering fees, construction staking, utility relocation and costs of the District; issuance costs of bonds; determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the facilities serving the District; and any other expenses incidental to the construction, completion and inspection of the facilities.

PART II. Description of Any Private Use of Prior Project

- A. Describe each use to be made of the Prior Project by any private person or entity (that is, any entity *other than* (i) the City, (ii) other non-federal governmental entities, or (iii) members of the public generally). For this purpose, "use" includes, without limitation, sales, leases or other use agreements with respect to the Prior Project with private, nongovernmental entities. "Use" of the Prior Project *does not include* uses by members of the general public within the meaning of §1.141-3© of the Treasury Regulations (the "Regulations").

None.

- B. Payments to be made on or after date hereof in respect of above uses.

None.

EXHIBIT B

PRACTICES AND PROCEDURES FOR POST ISSUANCE COMPLIANCE

General

The City will take all appropriate action to assure that (i) no use of the proceeds of the Loan, and no other event or action, will cause the Loan to violate federal income tax limitations with respect to the exclusion of interest on the Loan from federal income taxation, and (ii) all uses of proceeds of the Loan comply with State and local legal requirements regarding the valid incurrence of debt and permitted uses of proceeds of the Loan.

Without limiting the generality of the foregoing, the City will take the following actions to account for and monitor (i) the expenditure and investment of Loan proceeds, (ii) the use of the Prior Project refinanced with the proceeds of the Loan, and (iii) any changes in the underlying structure of the Loan financing. The City has the discretion to make exceptions or to require additional procedures as it deems necessary or desirable. The City reserves the right to modify these written procedures.

The Assistant City Manager of the City (the "Responsible Officer") will undertake post-issuance compliance relating to the Loan. The Responsible Officer is familiar with the provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations (the "Regulations") governing the tax-exempt status of the Loan. The Responsible Officer may delegate tasks to other officers or staff of the City or to outside attorneys or other experts.

Initial Documentation Review

1. Upon receipt of the transcript for the Loan, review the covenants of the City with respect to the tax-exempt status of the Loan, the use of proceeds certificate, the Certificate as to Arbitrage (the "Tax Certificate"), the verification report (if any) and any additional tax documentation. Confirm filing of the applicable 8038 form with the IRS.
2. Create a written schedule for due diligence reviews based upon expectations set forth in the transcribed documents.

Refunding

1. For advance refunding escrows, confirm that any scheduled purchases of 0% State and Local Government Series are made as scheduled.
2. On the redemption date, confirm that the Refunded Bonds have been redeemed and cancelled.

3. Promptly following the redemption date, confirm that all proceeds of the Loan and all proceeds of the Refunded Bonds have been spent. Verify that excess proceeds, if any, of the Loan do not exceed an amount permitted by the Regulations.

Allocation of Refunded Bond Proceeds to Expenditures

With respect to the proceeds of the Refunded Bonds, confirm that the following steps were taken and appropriate documentation retained:

1. No less often than every six months through completion of the Prior Project, monitor and document all expenditures from the Project Fund and make the relevant determinations set forth under "Arbitrage and Rebate" below.
2. Monitor and document reimbursement of expenditures paid from non-bond proceeds prior to the date of issue of the Refunded Bonds and verify compliance with §1.150-2 of the Regulations.
3. Allocate proceeds of Refunded Bonds to expenditures subject to §1.148-6(d) and §1.141-6(a) of the Regulations by 18 months after the later of the date the expenditure was made or the date the Prior Project was placed in service, but not later than the earlier of 5 years after the Loan were issued or 60 days after the issue is retired. Use a consistent application of the same methodology for all expenditures of Prior Certificate proceeds. Document this allocation.

Non-governmental Uses of the Loan-Financed Facilities

No less than annually, take the following steps to review and document any non-governmental uses of the Prior Project:

1. Confer with personnel responsible for the Prior Project to identify, and discuss, any existing or planned use of Loan-financed or refinanced facilities, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate.
2. Monitor and document sales, leases or other use agreements with respect to the Prior Project with nongovernmental entities, not including uses by members of the general public within the meaning of §1.141-3(c) of the Regulations. Compute the percent of private business use or private payments or private security with respect to those nongovernmental uses.
3. Monitor and document management contracts (see e.g., Rev. Proc. 97-13) with nongovernmental entities.
4. Monitor and document other special legal entitlements with respect to the Loan-financed property (e.g., licenses, use agreements, easements, etc.).

5. Consult with legal counsel regarding any private use or proposed change in use with respect to the Prior Project.

Arbitrage and Rebate

1. If the Loan are exempt from rebate, as set forth in the Tax Certificate, no rebate payments under Section 148(f) of the Tax Code will be required.
2. If Loan are not exempt from rebate, hire a rebate calculation agent or perform rebate calculations internally.
3. Make any required rebate payments according to the following schedule:
 - a. The first installment is due 60 days after the end of 5th bond year.
 - b. Succeeding installments are due 60 days after end of every 5th bond year thereafter.
 - c. The final installment is due 60 days after retirement of the last bond of the issue.
4. Monitor expenditures of Loan proceeds for qualification for the 6 month rebate expenditure exception.
5. Consult with legal counsel before entering into any post-issuance credit enhancement transactions or any hedging transactions with respect to the Loan.

Response to Noncompliance

1. Upon a determination of noncompliance, consult promptly with qualified bond counsel and other legal counsel and advisers to determine what course of actions can be taken to preserve the tax-exempt status of the Loans.
2. If the noncompliance will be remediated under existing remedial action provisions or tax-exempt bond closing agreement programs contained in the Regulations or other published guidance from the IRS, determine the deadline for taking action and proceed with diligence to take the required remedial actions.
3. If remedial actions are unavailable, determine whether to make a submission to the Tax Exempt Bonds Voluntary Closing Agreement Program ("VCAP") under Internal Revenue Manual 7.2.3.

Record Retention

1. Retain records of accounting and monitoring with respect to the Refunded Bonds at least 3 years after the earlier of the maturity or redemption of the Loan.
2. Retain records of all accounting and monitoring the City carries out with respect to the Loan for at least 3 years after the Loan matures or are redeemed (whichever is earlier); however, if the Loan is redeemed and refunded, the City will retain its records of accounting and monitoring at least 3 years after the earlier of the maturity or redemption of the bonds which refunded the Loan.
3. Maintain special records required by the safe harbor for investment contracts or defeasance escrows under §1.148-5 of the Regulations.
4. Maintain a record of the identification on the City's books and records of any "qualified hedge" contract under §1.148-4(h)(2)(viii) and §1.148-11A(i)(3) of the Regulations.
5. Maintain a record of any election not to take depreciation on property required to be owned by a governmental unit which is leased to a nongovernmental entity as required by §1.103(n)-2T Q/A7 of the Regulations.
6. Maintain records of accounting for rebate for a period of at least 3 years after the earlier of the maturity or redemption of the Loan.

Reissuance

A significant modification of the Loan documents may result in the Loan being deemed refunded or "reissued". Such an event will require, among other things, the filing of new information returns with the federal government and the execution of a new arbitrage certificate. Qualified bond counsel should be consulted in the event of modification of the Loan documents.

Additional Procedures

The City is encouraged, but is not required, to adopt additional written practices and procedures in order to further ensure that: due diligence reviews are completed at regular intervals; any officials or employees responsible for review or compliance have been adequately trained; all documents and records needed to substantiate compliance are retained; noncompliance is identified in a timely manner; and any noncompliance is corrected in a timely manner.

I hereby acknowledge that as City Treasurer/Financial Executive of the City, I have primary responsibility for implementation of these post-issuance procedures relating to the Loan.

Acknowledgement:

By: Jay Panzica
Jay Panzica
City Treasurer/Financial Executive

\$13,695,000
Loan Agreement dated as of July 1, 2015 between the
CITY OF ROSEVILLE and
COMPASS MORTGAGE CORPORATION,
relating to the
Woodcreek West Community Facilities District No. 1
2015 REFUNDING SPECIAL TAX NOTE

CITY'S RECEIPT OF RESERVE FUND DEPOSIT

July 23, 2015

The undersigned hereby states and certifies that:

(i) I am the City Treasurer/Financial Executive of the City of Roseville, a charter city and municipal corporation duly organized and existing under the laws of the State of California (the "City"), and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) on the date hereof the City received the amount of \$290,992.75 from Compass Mortgage Corporation (the "Lender"), representing a portion of the purchase price of the above captioned note (the "Note"), pursuant to that certain Loan Agreement dated as of July 1, 2015 (the "Loan Agreement") between the City and the Lender;

(iii) on behalf of the Woodcreek West Community Facilities District No. 1 the City has deposited the amount described in paragraph (ii) above into the Reserve Fund for the Note.

Capitalized terms used here and not otherwise defined have the meanings given them in the Loan Agreement.

This certificate is executed by a duly authorized representative of the City as of the date first written above.

By Jay Panzica
Jay Panzica
City Treasurer/Financial Executive

\$13,695,000
Loan Agreement dated as of July 1, 2015 between the
CITY OF ROSEVILLE and
COMPASS MORTGAGE CORPORATION,
relating to the
Woodcreek West Community Facilities District No. 1
2015 REFUNDING SPECIAL TAX NOTE

CERTIFICATE OF MAILING FORM 8038-G

I, Tamara J. Bishop, Project Coordinator, of Jones Hall, A Professional Law Corporation, hereby state and certify that on the date hereof, for and on behalf of the City of Roseville, Woodcreek West Community Facilities District No.1, I caused to be mailed by UPS 2nd Day Air, an Information Return For Tax-Exempt Governmental Obligations Form 8038-G relating to the captioned bonds to the Department of the Treasury, Internal Revenue Service Center, Ogden, Utah 84201, a true copy of which Form 8038-G is hereto attached.

Dated: July 23, 2015



Tamara J. Bishop,
Project Coordinator
Jones Hall, A Professional Law Corporation

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name City of Roseville		2 Issuer's employer identification number (EIN) 94 6000409
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 311 Vernon Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Roseville, CA 95678		7 Date of issue 07/23/2015
8 Name of issue Woodcreek Community Facilities District No. 1 2015 Refunding Special Tax Note		9 CUSIP number none
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Jay Panzica, City Treasurer/Financial Executive		10b Telephone number of officer or other employee shown on 10a (916) 774-5320

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ►		18
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		13,695,000
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>		00

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 9/1/2030	\$ 13,695,000.00	\$ 13,695,000.00	8.699 years	3.1296 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22 Proceeds used for accrued interest		22		
23 Issue price of entire issue (enter amount from line 21, column (b))		23	13,695,000	00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24 209,559 30			
25 Proceeds used for credit enhancement	25			
26 Proceeds allocated to reasonably required reserve or replacement fund	26 290,992 75			
27 Proceeds used to currently refund prior issues	27 13,194,447 95			
28 Proceeds used to advance refund prior issues	28			
29 Total (add lines 24 through 28)		29	13,695,000	00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	0	00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	8.535 years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	9/1/2015
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	5/11/2005


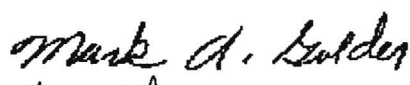
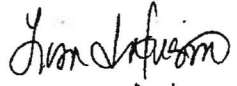
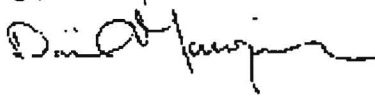
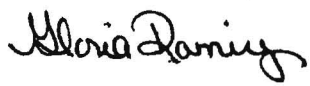
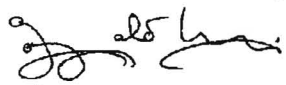
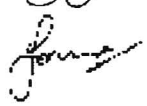
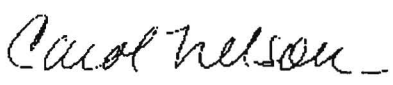
Part VI Miscellaneous

- | | | | |
|--|------------|--|-------------------------------------|
| 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) | 35 | | |
| 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) | 36a | | |
| b Enter the final maturity date of the GIC ▶ _____ | | | |
| c Enter the name of the GIC provider ▶ _____ | | | |
| 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units | 37 | | |
| 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information: | | | |
| b Enter the date of the master pool obligation ▶ _____ | | | |
| c Enter the EIN of the issuer of the master pool obligation ▶ _____ | | | |
| d Enter the name of the issuer of the master pool obligation ▶ _____ | | | |
| 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box | | | <input type="checkbox"/> |
| 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box | | | <input type="checkbox"/> |
| 41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information: | | | |
| b Name of hedge provider ▶ _____ | | | |
| c Type of hedge ▶ _____ | | | |
| d Term of hedge ▶ _____ | | | |
| 42 If the issuer has superintegrated the hedge, check box | | | <input type="checkbox"/> |
| 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box | | | <input checked="" type="checkbox"/> |
| 44 If the issuer has established written procedures to monitor the requirements of section 148, check box | | | <input checked="" type="checkbox"/> |
| 45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____ | | | |
| b Enter the date the official intent was adopted ▶ _____ | | | |

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	 Signature of issuer's authorized representative	7/23/15 Date	Jay Panzica, City Treasurer/Financial Executive Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name David T. Fama, Esq.	Preparer's signature 	Date 7/23/15	Check <input type="checkbox"/> if self-employed	PTIN P01083298
	Firm's name ▶ Jones Hall, A Professional Law Corporation			Firm's EIN ▶ 94-2698987	
	Firm's address ▶ 475 Sansome Street, Suite 1700, San Francisco, CA 94111			Phone no. 415 391-5780	

**THE BANK OF NEW YORK MELLON TRUST COMPANY,
NATIONAL ASSOCIATION**

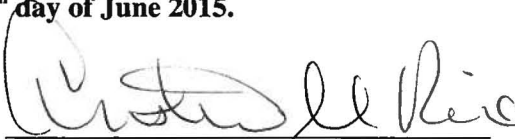
I, the undersigned, Cristina M. Rice, Assistant Secretary of The Bank of New York Mellon Trust Company, National Association, a national banking association organized under the laws of the United States (the "Association") and located in the State of California, DO HEREBY CERTIFY that the following individuals are duly appointed and qualified Officers of the Association and that the signature appearing next to each officer listed is a true copy of the signature of such officer:

<u>Officer Name and Title</u>	<u>Signing Authority</u>	<u>Signature</u>
<u>Los Angeles, California (400 South Hope Street)</u>		
Fanny Chen Vice President	A, J, N	
Mark A. Golder Vice President	A, J, N	
Lisa Infusino Vice President	A, J, N	
Daniel Marroquin Vice President	A, J, N	
Gloria Ramirez Vice President	A, J, N	
Gonzalo Urey Vice President	A, J, N	
Deborah D. Young Vice President	A, J, N	
<u>Seattle, Washington (601 Union Street)</u>		
Carol Nelson Vice President	A, J, N	

I further certify that as of this date they have been authorized to sign on behalf of the Association in discharging or performing their duties in accordance with the senior and limited signing powers provided under Article V, Sections 5.2 and 5.3 of the By-laws of the Association and the paragraphs indicated above of the signing authority resolution of the Board of Directors of the Association.

Attached hereto are true and correct copies of excerpts of the By-laws of the Association and the signing authority resolution, which have not been amended or revised since October 15, 2009 and are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of The Bank of New York Mellon Trust Company, National Association this 15th day of June 2015.


Cristina M. Rice, Assistant Secretary

Extracts from By-Laws
of
The Bank of New York Mellon Trust Company, N.A.
As Amended through October 15, 2009

ARTICLE V
SIGNING AUTHORITIES

Section 5.1 Real Property. Real property owned by the Association in its own right shall not be deeded, conveyed, mortgaged, assigned or transferred except when duly authorized by a resolution of the Board. The Board may from time-to-time authorize officers to deed, convey, mortgage, assign or transfer real property owned by the Association in its own right with such maximum values as the Board may fix in its authorizing resolution.

Section 5.2. Senior Signing Powers. Subject to the exception provided in Section 5.1, the President and any Executive Vice President is authorized to accept, endorse, execute or sign any document, instrument or paper in the name of, or on behalf of, the Association in all transactions arising out of, or in connection with, the normal course of the Association's business or in any fiduciary, representative or agency capacity and, when required, to affix the seal of the Association thereto. In such instances as in the judgment of the President, or any Executive Vice President may be proper and desirable, any one of said officers may authorize in writing from time-to-time any other officer to have the powers set forth in this section applicable only to the performance or discharge of the duties of such officer within his or her particular division or function. Any officer of the Association authorized in or pursuant to Section 5.3 to have any of the powers set forth therein, other than the officer signing pursuant to this Section 5.2, is authorized to attest to the seal of the Association on any documents requiring such seal.

Section 5.3. Limited Signing Powers. Subject to the exception provided in Section 5.1, in such instances as in the judgment of the President or any Executive Vice President, may be proper and desirable, any one of said officers may authorize in writing from time-to-time any other officer, employee or individual to have the limited signing powers or limited power to affix the seal of the Association to specified classes of documents set forth in a resolution of the Board applicable only to the performance or discharge of the duties of such officer, employee or individual within his or her division or function.

Section 5.4. Powers of Attorney. All powers of attorney on behalf of the Association shall be executed by any officer of the Association jointly with the President, any Executive Vice President, or any Managing Director, provided that the execution by such Managing Director of said Power of Attorney shall be applicable only to the performance or discharge of the duties of said officer within his or her particular division or function. Any such power of attorney may, however, be executed by any officer or officers or person or persons who may be specifically authorized to execute the same by the Board of Directors.

Section 5.5. Auditor. The Auditor or any officer designated by the Auditor is authorized to certify in the name of, or on behalf of the Association, in its own right or in a fiduciary or representative capacity, as to the accuracy and completeness of any account, schedule of assets, or other document, instrument or paper requiring such certification.

SIGNING AUTHORITY RESOLUTION

Pursuant to Article V, Section 5.3 of the By-Laws Adopted October 15, 2009

RESOLVED that, pursuant to Section 5.3 of the By-Laws of the Association, authority be, and hereby is, granted to the President or any Executive Vice President, in such instances as in the judgment of any one of said officers may be proper and desirable, to authorize in writing from time-to-time any other officer, employee or individual to have the limited signing authority set forth in any one or more of the following paragraphs applicable only to the performance or discharge of the duties of such officer, employee or individual within his or her division or function:

(A) All signing authority set forth in paragraphs (B) through (I) below except Level C which must be specifically designated.

(B1) Individuals authorized to accept, endorse, execute or sign any bill receivable; certification; contract, document or other instrument evidencing, embodying a commitment with respect to, or reflecting the terms or conditions of, a loan or an extension of credit by the Association; note; and document, instrument or paper of any type, including stock and bond powers, required for purchasing, selling, transferring, exchanging or otherwise disposing of or dealing in foreign currency, derivatives or any form of securities, including options and futures thereon; in each case in transactions arising out of, or in connection with, the normal course of the Association's business.

(B2) Individuals authorized to endorse, execute or sign any certification; disclosure notice required by law; document, instrument or paper of any type required for judicial, regulatory or administrative proceedings or filings; and legal opinions.

(C1) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in excess of \$500,000,000 with single authorization for all transactions.

(C2) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in excess of \$500,000,000*.

(C3) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$500,000,000.

(C4) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount in excess of \$100,000,000 but not to exceed \$500,000,000*.

(C5) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt;

certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$100,000,000.

(C6) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$10,000,000.

(C7) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$5,000,000.

(C8) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$1,000,000.

(C9) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$250,000.

(C10) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$50,000.

(C11) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$5,000.

*Dual authorization is required by any combination of senior officer and/or Sector Head approved designee for non-exempt transactions. Single authorization required for exempt transactions.

(D1) Authority to accept, endorse, execute or sign any contract obligating the Association for the payment of money or the provision of services in an amount up to \$1,000,000.

(D2) Authority to accept, endorse, execute or sign any contract obligating the Association for the payment of money or the provision of services in an amount up to \$250,000.

(D3) Authority to accept, endorse, execute or sign any contract obligating the Association for the payment of money or the provision of services in an amount up to \$50,000.

(D4) Authority to accept, endorse, execute or sign any contract obligating the Association for the payment of money or the provision of services in an amount up to \$5,000.

(E) Authority to accept, endorse, execute or sign any guarantee of signature to assignments of stocks, bonds or other instruments; certification required for transfers and deliveries of stocks, bonds or other instruments; and document, instrument or paper of any type required in connection with any Individual Retirement Account or Keogh Plan or similar plan.

(F) Authority to accept, endorse, execute or sign any certificate of authentication as bond, unit investment trust or debenture trustee and on behalf of the Association as registrar and transfer agent.

(G) Authority to accept, endorse, execute or sign any bankers acceptance; letter of credit; and bill of lading.

(H) Authority to accept, endorse, execute or sign any document, instrument or paper of any type required in connection with the ownership, management or transfer of real or personal property held by the Association in trust or in connection with any transaction with respect to which the Association is acting in any fiduciary, representative or agency capacity, including the acceptance of such fiduciary, representative or agency account.

(I1) Authority to effect the external movement of free delivery of securities and internal transfers resulting in changes of beneficial ownership.

(I2) Authority to effect the movement of securities versus payment at market or contract value.

(J) Authority to either sign on behalf of the Association or to affix the seal of the Association to any of the following classes of documents: Trust Indentures, Escrow Agreements, Pooling and Servicing Agreements, Collateral Agency Agreements, Custody Agreements, Trustee's Deeds, Executor's Deeds, Personal Representative's Deeds, Other Real Estate Deeds for property not owned by the Association in its own right, Corporate Resolutions, Mortgage Satisfactions, Mortgage Assignments, Trust Agreements, Loan Agreements, Trust and Estate Accountings, Probate Petitions, responsive pleadings in litigated matters and Petitions in Probate Court with respect to Accountings, Contracts for providing customers with Association products or services.

(N) Individuals authorized to accept, endorse, execute or sign internal transactions only, (i.e., general ledger tickets); does not include the authority to authorize external money movements, internal money movements or internal free deliveries that result in changes of beneficial ownership.

(P1) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in excess of \$10,000,000.

(P2) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$10,000,000.

(P3) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$5,000,000.

(P4) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$1,000,000.

(P5) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$250,000.

(P6) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$100,000.

(P7) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$50,000.

(P8) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$25,000.

(P9) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$10,000.

(P10) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$5,000.

(P11) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$3,000.

RESOLVED, that any signing authority granted pursuant to this resolution may be rescinded by the President or any Executive Vice President and such signing authority shall terminate without the necessity of any further action when the person having such authority leaves the employ of the Association.

\$13,695,000
Loan Agreement dated as of July 1, 2015 between the
CITY OF ROSEVILLE and
COMPASS MORTGAGE CORPORATION,
relating to the
Woodcreek West Community Facilities District No. 1
2015 REFUNDING SPECIAL TAX NOTE

RECEIPT OF PROCEEDS
AND DISPOSITION OF ESCROW FUND

The undersigned hereby states and certifies that:

(i) the undersigned is an authorized officer of The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and validly existing under the laws of the United States of America ("BNY MELLON"), having full power perform its duties: (a) as 2005 fiscal agent (the "2005 Fiscal Agent") under those certain Irrevocable Refunding Instructions, dated July 23, 2015 (the "Refunding Instructions"), given by the City of Roseville (the "City") to the 2005 Fiscal Agent, providing for the refunding of the City of Roseville, Woodcreek West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2005, in the original principal amount of \$22,720,000 (the "2005 Bonds"), and (b) as Custodian (the "Custodian") under that certain Cost of Issuance Custodian Agreement dated as of July 23, 2015 (the "COI Agreement") between the City and the Custodian, and as such, is familiar with the facts herein certified and is authorized to certify the same;

(ii) on the date hereof BNY MELLON received the amount of \$13,404,007.25 from Compass Mortgage Corporation, representing a portion of the purchase price of the above captioned note (the "Note");

(iii) BNY MELLON has deposited the amount described in paragraph (ii) on the date hereof into the following funds maintained by BNY MELLON:

\$13,194,447.95	Deposited in the Escrow Fund
209,559.30	Deposited in the COI Account
<u>\$13,404,007.25</u>	TOTAL PROCEEDS DEPOSITED THIS DATE

(iv) pursuant to Section 1 of the Refunding Instructions, the 2005 Fiscal Agent has established the Escrow Fund (the "Escrow Fund");

(v) that pursuant to Section 2 of the Refunding Instructions, the 2005 Fiscal Agent has received and deposited into the Escrow Fund on the date hereof the total sum of \$15,645,784.38 in immediately available funds, which amount consists of: (a) \$13,194,447.95 derived from the proceeds of the sale of the Note, (b) \$1,410,552.05 transferred from the Reserve Fund established and held by the 2005 Fiscal Agent, and (c) \$1,040,784.38 transferred from special tax revenues held by the City with regard to the 2005 Bonds; and

(vi) that pursuant to Section 3 of the Refunding Instructions, the 2005 Fiscal Agent will hold the amount in the Escrow Fund in cash uninvested.

Capitalized terms used here and not otherwise defined have the meanings given them in the Refunding Instructions or the COI Agreement.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as 2005 Fiscal Agent and Custodian

By:  _____
Authorized Officer

INVESTOR LETTER

July 23, 2015

City of Roseville
311 Vernon Street
Roseville, CA 95678

Re: Loan Agreement dated as of July 1, 2015 by and between the City of Roseville and Compass Mortgage Corporation relating to the Woodcreek West Community Facilities District No. 1 2015 Refunding Special Tax Note

Ladies and Gentlemen:

The undersigned authorized officer of Compass Mortgage Corporation, an Alabama corporation (the "Lender"), hereby certifies, represents, and warrants to the City of Roseville (the "Issuer") with regard to the Loan Agreement dated as of July 1, 2015 (the "Obligation") by and between the Lender and the Issuer as follows:

1. The Lender has full power and authority to carry on its business as now conducted, deliver this certificate and make the representations and certifications contained herein. The Lender has duly authorized the execution and delivery of this Letter of Representations.

2. The Lender has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations of a nature similar to the Obligation, to be able to evaluate the risks and merits of the investment represented by the Obligation, and the Lender has evaluated the risks and merits of such investment independently; and is a "qualified institutional buyer" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended. The Lender is not acting as a broker, dealer or municipal securities underwriter in connection with sale and delivery of the Obligation.

3. The Lender has conducted its own investigation of the financial condition of the Issuer, the purpose for which the Obligation was issued and of the security for the repayment thereof, and has obtained such information regarding the Obligation and the Issuer and its operations, financial condition and financial prospects as the Lender deems necessary to make an informed investment decision with respect to its purchase of the Obligation.

4. The Lender is purchasing the Obligation for the purpose of investment and the Lender intends to hold the Obligation for its own account as a long-term investment, without a current view to any distribution or sale thereof; provided that the Lender retains the right at any time to dispose of the Obligation in accordance with its terms. In the event that the Lender disposes of the Obligation at any time, the Lender understands that it has the responsibility for complying with the provisions of any applicable federal and state securities laws and all rules and regulations promulgated pursuant thereto. Because the Lender has no immediate intent to

trade the obligation and as a condition to the purchase of the obligation, the Lender has directed Piper Jaffray not to obtain a CUSIP number or apply for DTC eligibility.

5. The Lender is informed that the Obligation will not be listed on any stock or other securities exchange and was entered into without registration under the provisions of the Securities Act of 1933, or any state securities laws. The Obligation has not been registered or qualified under any state securities or "Blue Sky" laws.

6. The Lender acknowledges that the Obligation is transferable in whole and not in part and that:

(i) the transferring holder thereof shall first have complied with all applicable state and federal securities laws and regulations;

(ii) the transferring holder thereof can transfer the Obligation only to a transferee who executes and delivers to the Issuer a letter of the transferee substantially to the effect of this letter and who qualifies as:

(1) a qualified institutional buyer pursuant to Rule 144A of the 1933 Securities Act; or

(2) an "accredited investor" within the meaning of Section 2(15) of the 1933 Securities Act; and

(iii) the transferring holder thereof will not prepare or furnish, or cause to be prepared or furnished, any disclosure regarding the Issuer without the prior review and written consent of the Issuer, in the Issuer's sole discretion.

7. The Lender acknowledges that no credit rating has been sought or obtained with respect to the Obligation.

8. The Lender acknowledges that no official statement has been prepared for the Obligation, and that the Issuer will not be entering into a continuing disclosure agreement to provide ongoing disclosure to the public with respect to the Obligation, although the City acknowledges that they will provide specific annual information to the Lender that is identified within the Loan Agreement. The Lender has been offered copies of or had full access to all documents relating to the Obligation and all records, reports, financial statements and other information concerning the City or the District and pertinent to the source of payment for the Loan/Note as deemed material by the Lender, which the Lender as a reasonable investor, has requested and to which the Lender, as a reasonable investor, would attach significance in making an investment decision.


9. The Lender is able to bear the economic risk of an investment in the Obligation, including a complete loss of such investment.

10. The Lender understands that the Issuer and Piper Jaffray & Co. and their respective counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

11. The Authorized Representative is a duly authorized officer of the Lender with the authority to sign this Certificate on behalf of the Lender, and this Certificate has been duly authorized, executed and delivered.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Obligation.

COMPASS MORTGAGE CORPORATION

By:  _____
Authorized Signatory

\$13,695,000
Loan Agreement dated as of July 1, 2015 between the
CITY OF ROSEVILLE and
COMPASS MORTGAGE CORPORATION,
relating to the
Woodcreek West Community Facilities District No. 1
2015 REFUNDING SPECIAL TAX NOTE

CERTIFICATE REGARDING IRS FORM 8038-G

July 23, 2015

On behalf of Piper Jaffray & Co., as placement agent (the "Placement Agent") to the City of Roseville (the "City"), I hereby state and certify that the computation of the yield of the captioned note (the "Note") for purposes of Section 148 of the Internal Revenue Code of 1986, as amended, the weighted average maturity of the Note and the remaining weighted average maturity of the 2005 Bonds (as defined in the Loan Agreement, hereinafter defined) for purposes of federal tax Form 8038-G, are all set forth in Exhibit A.

The undersigned acknowledges that it is intended that interest on the Loan Repayments (as defined in the Loan Agreement) be exempt from Federal income tax and that the firm of Jones Hall, A Professional Law Corporation, is rendering an opinion on the date hereof to said effect and that in rendering said opinion said firm is relying, among other things, upon the statements made herein provided, however, that nothing herein represents our interpretation of any laws, and in particular, regulations under section 148 of the Internal Revenue Code. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

Capitalized terms used herein and not otherwise defined shall have the same meanings as assigned to them in the Loan Agreement, dated as of July 1, 2015 (the "Loan Agreement"), by and between the City for and Compass Mortgage Corporation, as lender.

This certificate is executed by a duly authorized representative of the Placement Agent as of the date first written above.

PIPER JAFFRAY & CO.,
as Placement Agent

By:  _____
Authorized Officer

Exhibit A

FORM 8038 STATISTICS

CITY OF ROSEVILLE
 Woodcreek West Community Facilities District No. 1
 Special Tax Refunding Bonds, Series 2015
 Private Placement - BBVA
 Final

Dated Date 07/23/2015
 Delivery Date 07/23/2015

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term Bond due 2030:						
	09/01/2016	690,000.00	3.130%	100.000	690,000.00	690,000.00
	09/01/2017	755,000.00	3.130%	100.000	755,000.00	755,000.00
	09/01/2018	780,000.00	3.130%	100.000	780,000.00	780,000.00
	09/01/2019	800,000.00	3.130%	100.000	800,000.00	800,000.00
	09/01/2020	830,000.00	3.130%	100.000	830,000.00	830,000.00
	09/01/2021	855,000.00	3.130%	100.000	855,000.00	855,000.00
	09/01/2022	880,000.00	3.130%	100.000	880,000.00	880,000.00
	09/01/2023	910,000.00	3.130%	100.000	910,000.00	910,000.00
	09/01/2024	935,000.00	3.130%	100.000	935,000.00	935,000.00
	09/01/2025	965,000.00	3.130%	100.000	965,000.00	965,000.00
	09/01/2026	995,000.00	3.130%	100.000	995,000.00	995,000.00
	09/01/2027	1,025,000.00	3.130%	100.000	1,025,000.00	1,025,000.00
	09/01/2028	1,060,000.00	3.130%	100.000	1,060,000.00	1,060,000.00
	09/01/2029	1,090,000.00	3.130%	100.000	1,090,000.00	1,090,000.00
	09/01/2030	1,125,000.00	3.130%	100.000	1,125,000.00	1,125,000.00
		13,695,000.00			13,695,000.00	13,695,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	09/01/2030	3.130%	1,125,000.00	1,125,000.00		
Entire Issue			13,695,000.00	13,695,000.00	8.6988	3.1296%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	151,425.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	290,992.75
Proceeds used to currently refund prior issues	15,645,784.38
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	8.6097
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

SOURCES AND USES OF FUNDS

CITY OF ROSEVILLE
 Woodcreek West Community Facilities District No. 1
 Special Tax Refunding Bonds, Series 2015
 Private Placement - BBVA
 Final

Dated Date 07/23/2015
 Delivery Date 07/23/2015

Sources:

<hr/>	
Bond Proceeds:	
Par Amount	13,695,000.00
Other Sources of Funds:	
Prior DSRF(1)	1,410,552.05
9/1/15 Debt Service Payment	1,040,784.38
	2,451,336.43
	16,146,336.43

Uses:

<hr/>	
Refunding Escrow Deposits:	
Cash Deposit	15,645,784.38
Other Fund Deposits:	
Debt Service Reserve Fund(2)	290,992.75
Delivery Date Expenses:	
Cost of Issuance	151,425.00
Placement Agent Fee	46,563.00
Bank-Related Expenses	10,000.00
	207,988.00
Other Uses of Funds:	
Additional Proceeds	1,571.30
	16,146,336.43

Notes:

(1) Per the Fiscal Agent as of 6/30/2015

(2) 25% of MADs

*Reflects partial redemption of the 2025 Term Bonds in the amount of \$165,000 (9/1/2009)

BOND SUMMARY STATISTICS

CITY OF ROSEVILLE
 Woodcreek West Community Facilities District No. 1
 Special Tax Refunding Bonds, Series 2015
 Private Placement - BBVA
 Final

Dated Date	07/23/2015
Delivery Date	07/23/2015
Last Maturity	09/01/2030
Arbitrage Yield	3.129583%
True Interest Cost (TIC)	3.129583%
Net Interest Cost (NIC)	3.130000%
All-In TIC	3.338523%
Average Coupon	3.130000%
Average Life (years)	8.699
Duration of Issue (years)	7.462
Par Amount	13,695,000.00
Bond Proceeds	13,695,000.00
Total Interest	3,728,787.26
Net Interest	3,728,787.26
Total Debt Service	17,423,787.26
Maximum Annual Debt Service	1,163,971.00
Average Annual Debt Service	1,153,468.81
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Term Bond due 2030	13,695,000.00	100.000	3.130%	8.699
	13,695,000.00			8.699

	TIC	All-In TIC	Arbitrage Yield
Par Value	13,695,000.00	13,695,000.00	13,695,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-151,425.00	
- Other Amounts		-56,563.00	
Target Value	13,695,000.00	13,487,012.00	13,695,000.00
Target Date	07/23/2015	07/23/2015	07/23/2015
Yield	3.129583%	3.338523%	3.129583%

BOND PRICING

CITY OF ROSEVILLE
 Woodcreek West Community Facilities District No. 1
 Special Tax Refunding Bonds, Series 2015
 Private Placement - BBVA
 Final

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond due 2030:					
	09/01/2016	690,000	3.130%	3.130%	100.000
	09/01/2017	755,000	3.130%	3.130%	100.000
	09/01/2018	780,000	3.130%	3.130%	100.000
	09/01/2019	800,000	3.130%	3.130%	100.000
	09/01/2020	830,000	3.130%	3.130%	100.000
	09/01/2021	855,000	3.130%	3.130%	100.000
	09/01/2022	880,000	3.130%	3.130%	100.000
	09/01/2023	910,000	3.130%	3.130%	100.000
	09/01/2024	935,000	3.130%	3.130%	100.000
	09/01/2025	965,000	3.130%	3.130%	100.000
	09/01/2026	995,000	3.130%	3.130%	100.000
	09/01/2027	1,025,000	3.130%	3.130%	100.000
	09/01/2028	1,060,000	3.130%	3.130%	100.000
	09/01/2029	1,090,000	3.130%	3.130%	100.000
	09/01/2030	1,125,000	3.130%	3.130%	100.000
		13,695,000			

Dated Date	07/23/2015	
Delivery Date	07/23/2015	
First Coupon	03/01/2016	
Par Amount	13,695,000.00	
Original Issue Discount		
Production Underwriter's Discount	13,695,000.00	100.000000%
Purchase Price	13,695,000.00	100.000000%
Accrued Interest		
Net Proceeds	13,695,000.00	

SAVINGS

CITY OF ROSEVILLE
 Woodcreek West Community Facilities District No. 1
 Special Tax Refunding Bonds, Series 2015
 Private Placement - BBVA
 Final

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Present Value to 07/23/2015 @ 3.1295835%
09/01/2015	1,040,784.38	1,040,784.38						
09/01/2016	1,388,968.76		1,388,968.76	1,163,900.26		1,163,900.26	225,068.50	218,643.16
09/01/2017	1,390,368.76		1,390,368.76	1,162,056.50		1,162,056.50	228,312.26	215,608.20
09/01/2018	1,394,637.50		1,394,637.50	1,163,425.00		1,163,425.00	231,212.50	211,598.86
09/01/2019	1,391,487.50		1,391,487.50	1,159,011.00		1,159,011.00	232,476.50	206,181.49
09/01/2020	1,392,062.50		1,392,062.50	1,163,971.00		1,163,971.00	228,091.50	196,072.47
09/01/2021	1,391,150.00		1,391,150.00	1,162,992.00		1,162,992.00	228,158.00	190,068.02
09/01/2022	1,352,650.00		1,352,650.00	1,161,230.50		1,161,230.50	191,419.50	154,718.68
09/01/2023	1,353,050.00		1,353,050.00	1,163,686.50		1,163,686.50	189,363.50	148,316.13
09/01/2024	1,356,650.00		1,356,650.00	1,160,203.50		1,160,203.50	196,446.50	149,043.47
09/01/2025	1,353,225.00		1,353,225.00	1,160,938.00		1,160,938.00	192,287.00	141,366.16
09/01/2026	1,398,000.00		1,398,000.00	1,160,733.50		1,160,733.50	237,266.50	168,820.12
09/01/2027	1,398,250.00		1,398,250.00	1,159,590.00		1,159,590.00	238,660.00	164,488.26
09/01/2028	1,400,750.00		1,400,750.00	1,162,507.50		1,162,507.50	238,242.50	159,048.53
09/01/2029	1,400,250.00		1,400,250.00	1,159,329.50		1,159,329.50	240,920.50	155,775.61
09/01/2030	1,401,750.00	1,410,552.05	-8,802.05	1,160,212.50	290,992.75	869,219.75	-878,021.80	-549,116.13
	21,804,034.40	2,451,336.43	19,352,697.97	17,423,787.26	290,992.75	17,132,794.51	2,219,903.46	1,930,633.03

Savings Summary

Dated Date	07/23/2015
Delivery Date	07/23/2015
PV of savings from cash flow	1,930,633.03
Plus: Refunding funds on hand	1,571.30
Net PV Savings	<u>1,932,204.33</u>

Note: *Assumes DSRF earning at 0.00%

SUMMARY OF REFUNDING RESULTS

CITY OF ROSEVILLE
 Woodcreek West Community Facilities District No. 1
 Special Tax Refunding Bonds, Series 2015
 Private Placement - BBVA
 Final

Dated Date	07/23/2015
Delivery Date	07/23/2015
Arbitrage yield	3.129583%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	13,695,000.00
True Interest Cost	3.129583%
Net Interest Cost	3.130000%
Average Coupon	3.130000%
Average Life	8.699
Par amount of refunded bonds	15,295,000.00
Average coupon of refunded bonds	4.774268%
Average life of refunded bonds	8.535
PV of prior debt to 07/23/2015 @ 3.129583%	17,363,382.31
Net PV Savings	1,932,204.33
Percentage savings of refunded bonds	12.632915%
Percentage savings of refunding bonds	14.108830%

SUMMARY OF BONDS REFUNDED

CITY OF ROSEVILLE
Woodcreek West Community Facilities District No. 1
Special Tax Refunding Bonds, Series 2015
Private Placement - BBVA
Final

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price	
Special Tax Refunding Bonds, Series 2005, SER_2005:						
SERIAL	09/01/2015	4.000%	690,000.00			
	09/01/2016	4.000%	715,000.00	09/01/2015	100.000	
	09/01/2017	4.125%	745,000.00	09/01/2015	100.000	
	09/01/2018	4.250%	780,000.00	09/01/2015	100.000	
	09/01/2019	4.250%	810,000.00	09/01/2015	100.000	
	09/01/2020	4.250%	845,000.00	09/01/2015	100.000	
	09/01/2021	4.375%	880,000.00	09/01/2015	100.000	
	TERM25	09/01/2022	4.500%	880,000.00	09/01/2015	100.000
		09/01/2023	4.500%	920,000.00	09/01/2015	100.000
		09/01/2024	4.500%	965,000.00	09/01/2015	100.000
TERM30	09/01/2025	4.500%	1,005,000.00	09/01/2015	100.000	
	09/01/2026	5.000%	1,095,000.00	09/01/2015	100.000	
	09/01/2027	5.000%	1,150,000.00	09/01/2015	100.000	
	09/01/2028	5.000%	1,210,000.00	09/01/2015	100.000	
	09/01/2029	5.000%	1,270,000.00	09/01/2015	100.000	
	09/01/2030	5.000%	1,335,000.00	09/01/2015	100.000	
			15,295,000.00			

BOND DEBT SERVICE

CITY OF ROSEVILLE
 Woodcreek West Community Facilities District No. 1
 Special Tax Refunding Bonds, Series 2015
 Private Placement - BBVA
 Final

Period Ending	Principal	Coupon	Interest	Debt Service
09/01/2016	690,000	3.130%	473,900.26	1,163,900.26
09/01/2017	755,000	3.130%	407,056.50	1,162,056.50
09/01/2018	780,000	3.130%	383,425.00	1,163,425.00
09/01/2019	800,000	3.130%	359,011.00	1,159,011.00
09/01/2020	830,000	3.130%	333,971.00	1,163,971.00
09/01/2021	855,000	3.130%	307,992.00	1,162,992.00
09/01/2022	880,000	3.130%	281,230.50	1,161,230.50
09/01/2023	910,000	3.130%	253,686.50	1,163,686.50
09/01/2024	935,000	3.130%	225,203.50	1,160,203.50
09/01/2025	965,000	3.130%	195,938.00	1,160,938.00
09/01/2026	995,000	3.130%	165,733.50	1,160,733.50
09/01/2027	1,025,000	3.130%	134,590.00	1,159,590.00
09/01/2028	1,060,000	3.130%	102,507.50	1,162,507.50
09/01/2029	1,090,000	3.130%	69,329.50	1,159,329.50
09/01/2030	1,125,000	3.130%	35,212.50	1,160,212.50
	13,695,000		3,728,787.26	17,423,787.26

NET DEBT SERVICE

CITY OF ROSEVILLE
 Woodcreek West Community Facilities District No. 1
 Special Tax Refunding Bonds, Series 2015
 Private Placement - BBVA
 Final

Period Ending	Total Debt Service	Debt Service Reserve Fund(2)	Net Debt Service
09/01/2016	1,163,900.26		1,163,900.26
09/01/2017	1,162,056.50		1,162,056.50
09/01/2018	1,163,425.00		1,163,425.00
09/01/2019	1,159,011.00		1,159,011.00
09/01/2020	1,163,971.00		1,163,971.00
09/01/2021	1,162,992.00		1,162,992.00
09/01/2022	1,161,230.50		1,161,230.50
09/01/2023	1,163,686.50		1,163,686.50
09/01/2024	1,160,203.50		1,160,203.50
09/01/2025	1,160,938.00		1,160,938.00
09/01/2026	1,160,733.50		1,160,733.50
09/01/2027	1,159,590.00		1,159,590.00
09/01/2028	1,162,507.50		1,162,507.50
09/01/2029	1,159,329.50		1,159,329.50
09/01/2030	1,160,212.50	290,992.75	869,219.75
	17,423,787.26	290,992.75	17,132,794.51

ESCROW STATISTICS

CITY OF ROSEVILLE
 Woodcreek West Community Facilities District No. 1
 Special Tax Refunding Bonds, Series 2015
 Private Placement - BBVA
 Final

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
15,645,784.38				15,594,583.50		51,200.88
15,645,784.38				15,594,583.50	0.00	51,200.88

Delivery date 07/23/2015
 Arbitrage yield 3.129583%

ESCROW REQUIREMENTS

CITY OF ROSEVILLE
Woodcreek West Community Facilities District No. 1
Special Tax Refunding Bonds, Series 2015
Private Placement - BBVA
Final

Period Ending	Principal	Interest	Principal Redeemed	Total
09/01/2015	690,000.00	350,784.38	14,605,000.00	15,645,784.38
	690,000.00	350,784.38	14,605,000.00	15,645,784.38

FORM 8038 STATISTICS

CITY OF ROSEVILLE
 Woodcreek West Community Facilities District No. 1
 Special Tax Refunding Bonds, Series 2015
 Private Placement - BBVA
 Final

Dated Date 07/23/2015
 Delivery Date 07/23/2015

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term Bond due 2030:						
	09/01/2016	690,000.00	3.130%	100.000	690,000.00	690,000.00
	09/01/2017	755,000.00	3.130%	100.000	755,000.00	755,000.00
	09/01/2018	780,000.00	3.130%	100.000	780,000.00	780,000.00
	09/01/2019	800,000.00	3.130%	100.000	800,000.00	800,000.00
	09/01/2020	830,000.00	3.130%	100.000	830,000.00	830,000.00
	09/01/2021	855,000.00	3.130%	100.000	855,000.00	855,000.00
	09/01/2022	880,000.00	3.130%	100.000	880,000.00	880,000.00
	09/01/2023	910,000.00	3.130%	100.000	910,000.00	910,000.00
	09/01/2024	935,000.00	3.130%	100.000	935,000.00	935,000.00
	09/01/2025	965,000.00	3.130%	100.000	965,000.00	965,000.00
	09/01/2026	995,000.00	3.130%	100.000	995,000.00	995,000.00
	09/01/2027	1,025,000.00	3.130%	100.000	1,025,000.00	1,025,000.00
	09/01/2028	1,060,000.00	3.130%	100.000	1,060,000.00	1,060,000.00
	09/01/2029	1,090,000.00	3.130%	100.000	1,090,000.00	1,090,000.00
	09/01/2030	1,125,000.00	3.130%	100.000	1,125,000.00	1,125,000.00
		13,695,000.00			13,695,000.00	13,695,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	09/01/2030	3.130%	1,125,000.00	1,125,000.00		
Entire Issue			13,695,000.00	13,695,000.00	8.6988	3.1296%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	151,425.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	290,992.75
Proceeds used to currently refund prior issues	15,645,784.38
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	8.6097
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

FORM 8038 STATISTICS

CITY OF ROSEVILLE
 Woodcreek West Community Facilities District No. 1
 Special Tax Refunding Bonds, Series 2015
 Private Placement - BBVA
 Final

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Special Tax Refunding Bonds, Series 2005:					
SERIAL	09/01/2015	690,000.00	4.000%	99.917	689,427.30
SERIAL	09/01/2016	715,000.00	4.000%	99.035	708,100.25
SERIAL	09/01/2017	745,000.00	4.125%	99.206	739,084.70
SERIAL	09/01/2018	780,000.00	4.250%	99.603	776,903.40
SERIAL	09/01/2019	810,000.00	4.250%	98.754	799,907.40
SERIAL	09/01/2020	845,000.00	4.250%	97.937	827,567.65
SERIAL	09/01/2021	880,000.00	4.375%	98.697	868,533.60
TERM25	09/01/2022	880,000.00	4.500%	96.886	852,596.80
TERM25	09/01/2023	920,000.00	4.500%	96.886	891,351.20
TERM25	09/01/2024	965,000.00	4.500%	96.886	934,949.90
TERM25	09/01/2025	1,005,000.00	4.500%	96.886	973,704.30
TERM30	09/01/2026	1,095,000.00	5.000%	103.246	1,130,543.70
TERM30	09/01/2027	1,150,000.00	5.000%	103.246	1,187,329.00
TERM30	09/01/2028	1,210,000.00	5.000%	103.246	1,249,276.60
TERM30	09/01/2029	1,270,000.00	5.000%	103.246	1,311,224.20
TERM30	09/01/2030	1,335,000.00	5.000%	103.246	1,378,334.10
					15,318,834.10
		15,295,000.00			

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
Special Tax Refunding Bonds, Series 2005	09/01/2015	09/15/2005	8.6097
All Refunded Issues	09/01/2015		8.6097

\$13,695,000
Loan Agreement dated as of July 1, 2015 between the
CITY OF ROSEVILLE and
COMPASS MORTGAGE CORPORATION,
relating to the
Woodcreek West Community Facilities District No. 1
2015 REFUNDING SPECIAL TAX NOTE

RECEIPT OF NOTE

July 23, 2015

The undersigned, on behalf of Compass Mortgage Corporation, as lender, hereby acknowledges receipt this date from the City of Roseville (the "City") for and on behalf of the City's Woodcreek West Community Facilities District No. 1, of the following described note:

"City of Roseville Woodcreek West Community Facilities District No. 1, 2015 Refunding Special Tax Note," in the aggregate principal amount of \$13,695,000, dated July 23, 2015, duly executed by the Mayor and attested to by the City Clerk.

This certificate is executed by a duly authorized representative of the Lender as of the date first written above.

COMPASS MORTGAGE CORPORATION,
as Lender

By:  _____
Authorized Officer

No. 1

\$13,695,000

**CITY OF ROSEVILLE
WOODCREEK WEST COMMUNITY FACILITIES DISTRICT NO. 1
2015 REFUNDING SPECIAL TAX NOTE**

INTEREST RATE: 3.130%

ISSUE DATE: July 23, 2015

PRINCIPAL PAYMENT DATE: September 1 as shown in Appendix A hereto

REGISTERED OWNER: COMPASS MORTGAGE CORPORATION

PRINCIPAL AMOUNT: THIRTEEN MILLION SIX HUNDRED NINETY FIVE THOUSAND AND 00/00 DOLLARS

The City of Roseville (the "City") for and on behalf of the City's Woodcreek West Community Facilities District No. 1 (the "CFD"), for value received, hereby promises to pay solely from the Special Taxes (as hereinafter defined) to be collected in the CFD or amounts in certain funds and accounts held under the Loan Agreement (as hereinafter defined), to the registered owner named above, or registered assigns (the "Owner"), on the principal payment dates set forth in Appendix A hereto, unless prepaid prior thereto as hereinafter provided, the principal amount set forth above, and to pay interest on such principal amount from the Issue Date set forth above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for. Interest on the unpaid principal balance of this Note shall be payable semiannually on each March 1 and September 1, commencing March 1, 2016 (each, an "Interest Payment Date"), at the interest rate set forth above, unless as otherwise provided in the Loan Agreement, until the principal amount hereof is paid in full or provision for such payment has been made; *provided, however*, that if at the time of authentication of this Note, interest is in default on this Note, this Note shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment. Upon the occurrence and continuation of an Event of Default, as defined in the Loan Agreement, this Note shall, at the election of the Lender, bear interest at a rate per annum equal to 7.630% (subject to the limitations of Section 53321(d) of the Act).

This Note evidences the obligations of the City under a Loan Agreement dated as of July 1, 2015 (the "Loan Agreement"), by and between the City and Compass Mortgage Corporation, as lender (the "Lender"), under which the Lender has made a loan (the "Loan") to the City, on behalf of the CFD, for the purpose of refinancing outstanding bonds of the City relating to the CFD. The City is authorized to enter into the Loan Agreement and to issue this Note in the aggregate principal amount of \$13,695,000 under a resolution adopted by the City Council of the City on July 1, 2015 (the "Resolution"), and under the Mello-Roos Community Facilities Act of 1982, as amended, constituting Sections 53311, *et seq.*, of the California Government Code (the "Act"). Reference is made to the Loan Agreement for the complete provisions thereof, and by acceptance hereof the registered owner of this Note assents to said terms and conditions. The Loan Agreement is authorized under, this Note is issued under and both are to be

construed in accordance with, the Act and other laws of the State of California. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Loan Agreement.

Pursuant to the Act, the Resolution and the Loan Agreement, the principal of and interest on this Note are payable solely from the annual special tax authorized under the Act to be collected within the CFD (the "Special Taxes") and certain funds held under the Loan Agreement. Any tax for the payment hereof shall be limited to the Special Taxes, except to the extent that provision for payment has voluntarily been made by the City, as may be permitted by law. This Note does not constitute an obligation of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described hereinabove. Neither the faith and credit nor the taxing power of the City (except to the limited extent set forth in the Loan Agreement) or the State of California or any political subdivision thereof is pledged to the payment of this Note.

The City may, at its option, prepay the Loan in whole, or with consent of the Lender, in part, on any date on or after September 1, 2025, at a prepayment price equal to the sum of (a) the principal amount of the Loan so prepaid, and (b) accrued interest thereon at the rate then borne by the Loan to the date of such prepayment. Any partial prepayments of the Loan shall be applied to the Loan balance then outstanding as provided below.

The Loan shall be subject to mandatory redemption on any Interest Payment Date solely from amounts received by the City representing the prepayment of Special Taxes from the property owners within the CFD at a prepayment price equal to the sum of (a) the principal amount of the Loan so prepaid, and (b) accrued interest thereon at the rate then borne by the Loan to the date of such prepayment. Any partial prepayments of the Loan shall be applied to the Loan balance then outstanding as provided below.

As provided in the Loan Agreement, the City is required to give the Owner written notice of its intention to prepay this Note not less than fifteen (15) days prior to the prepayment date and to specify the principal amount to be prepaid. In the event this Note is prepaid in part but not in whole, the principal amount to be prepaid shall be allocated among the respective principal payment dates on a pro rata basis.

This Note shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Note shall be entered by the City in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

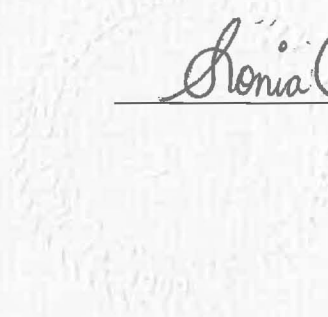
The Loan Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of this Note is not subject to acceleration upon a default under the Loan Agreement or any other document.

This Note shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the City.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED by the City that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Note, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, the City of Roseville, on behalf of the CFD, has caused this Note to be dated the Issue Date shown first above, to be signed by the manual signature of its City Treasurer/Financial Executive and countersigned by the manual signature of the City Clerk with the seal of the City imprinted hereon.

[S E A L]


Aronia Orzoco

City Clerk

Jay Panzica

City Treasurer/Financial Executive

APPENDIX A

ESTIMATED SCHEDULE OF LOAN PAYMENTS

Principal of this Note shall be payable in installments on the dates, and in the amounts, as set forth in the following schedule:

Period Ending	Principal*	Coupon	Interest*	Debt Service*
3/1/16			\$259,573.51	\$259,573.51
9/1/16	\$690,000	3.130%	214,326.75	904,326.75
3/1/17			203,528.25	203,528.25
9/1/17	755,000	3.130	203,528.25	958,528.25
3/1/18			191,712.50	191,712.50
9/1/18	780,000	3.130	191,712.50	971,712.50
3/1/19			179,505.50	179,505.50
9/1/19	800,000	3.130	179,505.50	979,505.50
3/1/20			166,985.50	166,985.50
9/1/20	830,000	3.130	166,985.50	996,985.50
3/1/21			153,996.00	153,996.00
9/1/21	855,000	3.130	153,996.00	1,008,996.00
3/1/22			140,615.25	140,615.25
9/1/22	880,000	3.130	140,615.25	1,020,615.25
3/1/23			126,843.25	126,843.25
9/1/23	910,000	3.130	126,843.25	1,036,843.25
3/1/24			112,601.75	112,601.75
9/1/24	935,000	3.130	112,601.75	1,047,601.75
3/1/25			97,969.00	97,969.00
9/1/25	965,000	3.130	97,969.00	1,062,969.00
3/1/26			82,866.75	82,866.75
9/1/26	995,000	3.130	82,866.75	1,077,866.75
3/1/27			67,295.00	67,295.00
9/1/27	1,025,000	3.130	67,295.00	1,092,295.00
3/1/28			51,253.75	51,253.75
9/1/28	1,060,000	3.130	51,253.75	1,111,253.75
3/1/29			34,664.75	34,664.75
9/1/29	1,090,000	3.130	34,664.75	1,124,664.75
3/1/30			17,606.25	17,606.25
9/1/30	1,125,000	3.130	17,606.25	1,142,606.25
	\$13,695,000		\$3,728,787.26	\$17,423,787.26

* Interest is only listed as a calculation and should not be relied upon for payment. A statement will be issued by the Lender for the actual payment amount. Principal payment amounts are subject to adjustments as provided in Section 2.04(c) of the Loan Agreement.

\$13,695,000
Loan Agreement dated as of July 1, 2015 between the
CITY OF ROSEVILLE and
COMPASS MORTGAGE CORPORATION,
relating to the
Woodcreek West Community Facilities District No. 1
2015 REFUNDING SPECIAL TAX NOTE

City of Roseville
Roseville, California

Piper Jaffray & Co., Inc.
San Francisco, California

BBVA Compass Bank
Denver, Colorado

The undersigned hereby states and certifies:

1. That the undersigned is an authorized officer of Willdan Financial Services (the "Special Tax Consultant") and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Special Tax Consultant is administrator to the City of Roseville (the "City") of its Woodcreek West Community Facilities District No. 1 and assisted in connection with providing data related to the issuance of the 2015 Refunding Special Tax Note (the "Note") to be issued by the City secured by Special Taxes of the District. The estimated debt service on the Note is attached hereto as Appendix A. Capitalized terms not otherwise defined herein shall be defined as provided in the Loan Agreement dated as of July 1, 2015, by and between the City and Compass Mortgage Corporation, as lender (the "Lender").

3. That based on the allowable levy of the maximum special taxes under the Special Tax Formula, there will be at least 110% coverage of the estimated debt service plus administrative expenses from special taxes in each year of scheduled debt service on the Note.

Dated: July 23, 2015

WILLDAN FINANCIAL SERVICES

By: 
Authorized Officer

APPENDIX A

ESTIMATED SCHEDULE OF LOAN PAYMENTS

Period Ending	Principal*	Coupon	Interest*	Debt Service*
3/1/16			\$259,573.51	\$259,573.51
9/1/16	\$690,000	3.130%	214,326.75	904,326.75
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9/1/17	755,000	3.130	203,528.25	958,528.25
3/1/18			191,712.50	191,712.50
9/1/18	780,000	3.130	191,712.50	971,712.50
3/1/19			179,505.50	179,505.50
9/1/19	800,000	3.130	179,505.50	979,505.50
3/1/20			166,985.50	166,985.50
9/1/20	830,000	3.130	166,985.50	996,985.50
3/1/21			153,996.00	153,996.00
9/1/21	855,000	3.130	153,996.00	1,008,996.00
3/1/22			140,615.25	140,615.25
9/1/22	880,000	3.130	140,615.25	1,020,615.25
3/1/23			126,843.25	126,843.25
9/1/23	910,000	3.130	126,843.25	1,036,843.25
3/1/24			112,601.75	112,601.75
9/1/24	935,000	3.130	112,601.75	1,047,601.75
3/1/25			97,969.00	97,969.00
9/1/25	965,000	3.130	97,969.00	1,062,969.00
3/1/26			82,866.75	82,866.75
9/1/26	995,000	3.130	82,866.75	1,077,866.75
3/1/27			67,295.00	67,295.00
9/1/27	1,025,000	3.130	67,295.00	1,092,295.00
3/1/28			51,253.75	51,253.75
9/1/28	1,060,000	3.130	51,253.75	1,111,253.75
3/1/29			34,664.75	34,664.75
9/1/29	1,090,000	3.130	34,664.75	1,124,664.75
3/1/30			17,606.25	17,606.25
9/1/30	1,125,000	3.130	17,606.25	1,142,606.25
	\$13,695,000		\$3,728,787.26	\$17,423,787.26

* Interest is only listed as a calculation and should not be relied upon for payment. A statement will be issued by the Lender for the actual payment amount. Principal payment amounts are subject to adjustments as provided in Section 2.04(c) of the Loan Agreement.



July 23, 2015

475 Sansome Street
Suite 1700
San Francisco, CA 94111
t. 415.391.5780
f. 415.276.2088

City Council
City of Roseville
311 Vernon Street
Roseville, California 95678

OPINION: \$13,695,000 City of Roseville, Woodcreek West Community Facilities District No. 1, 2015 Refunding Special Tax Note

Members of the City Council:

We have acted as bond counsel in connection with the issuance by the City of Roseville (the "City") of \$13,695,000 its Woodcreek West Community Facilities District No. 1 2015 Refunding Special Tax Note (the "Note"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the "Act"), a Resolution adopted by the City Council on July 1, 2015 (the "Resolution") and a Loan Agreement dated as of July 1, 2015 (the "Loan Agreement"), by and between the City on behalf of the Woodcreek West Community Facilities District No. 1 and Compass Mortgage Corporation, as lender. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Loan Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is a charter city and municipal corporation duly organized and existing under the laws of the State of California, with the power to adopt the Resolution, enter into the Loan Agreement, and perform the agreements on its part contained therein and issue the Note.
2. The Note has been duly authorized, executed and delivered by the City and is a valid and binding limited obligation of the City, payable solely from the sources provided therefor in the Loan Agreement.
3. The Loan Agreement has been duly authorized, executed and delivered by the City and constitutes a valid and binding obligation of the City enforceable upon the City.



4. Pursuant to the Act, the Loan Agreement and Note create a valid lien on the funds pledged by the Loan Agreement.

5. The interest on the Note 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; it should be noted, however, that, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings. The opinion set forth in the preceding sentence is subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986 that must be satisfied subsequent to the issuance of the Note in order that such interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Note in gross income for federal income tax purposes to be retroactive to the date of issuance of the Note. We express no opinion regarding other federal tax consequences arising with respect to the ownership, sale or disposition of the Note, or the amount, accrual or receipt of interest on the Note.

6. The interest on the Note is exempt from personal income taxation imposed by the State of California.

The rights of the owners of the Note and the enforceability of the Note, the Resolution and the Loan Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in appropriate cases. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A handwritten signature in cursive script that reads 'Jones Hall'.

A Professional Law Corporation



JONES HALL

July 23, 2015

City Council
City of Roseville
311 Vernon Street
Roseville, California 95678

Compass Mortgage Corporation
999 18th Street, Suite 2800
Denver, Colorado 80202

The Bank of New York Mellon Trust Company, N.A.
100 Pine Street, Suite 3100
San Francisco, CA 94111

475 Sansome Street
Suite 1700
San Francisco, CA 94111
t. 415.391.5780
f. 415.276.2088

DEFEASANCE OPINION:

\$15,295,000

**(Outstanding Principal Amount)
City of Roseville
Woodcreek West Community Facilities District No.
Special Tax Refunding Bonds
Series 2005**

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the City of Roseville (the "City") of \$13,695,000 its Woodcreek West Community Facilities District No. 1 2015 Refunding Special Tax Note (the "Note"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the "Act"), a Resolution adopted by the City Council on July 1, 2015 (the "Resolution") and a Loan Agreement dated as of July 1, 2015 (the "Loan Agreement"), by and between the City on behalf of the Woodcreek West Community Facilities District No. 1 and Compass Mortgage Corporation, as lender. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

The Loan Agreement and Note are being issued by the City for the purpose of refunding on a current basis its Woodcreek West Community Facilities District No. 1 Special Tax Bonds, Series 2005, issued on September 15, 2005, in the original principal amount of \$20,440,000 (of which \$15,295,000 principal amount is outstanding and being refunded on the date hereof) (the "2005 Bonds").

Pursuant to Irrevocable Refunding Instructions, dated as of July 23, 2015 (the "Refunding Instructions"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent of the 2005 Bonds (the "2005 Fiscal Agent"), the City has caused to be deposited a portion of the proceeds of the Note and other funds into the escrow fund (the "Escrow Fund") established under the Refunding Instructions, which is sufficient to pay principal and accrued interest on the 2005 Bonds on September 1, 2015 (the "Redemption Date"), and to redeem the 2005 Bonds in full on the Redemption Date.

It is our opinion that the 2005 Bonds have been defeased and discharged under the terms of the 2005 Fiscal Agent Agreement under which the 2005 Bonds were issued. In rendering the foregoing opinion, we have relied upon the representations of the Treasurer/Financial Executive of the City, Piper Jaffray & Co., as placement agent to the City, a Verification Report prepared by Causey Demgen & Moore P.C., and the 2005 Fiscal Agent, relating to the sufficiency of amounts held under the Refunding Instructions to discharge the 2005 Bonds in accordance with the 2005 Fiscal Agent Agreement, without independently undertaking to confirm such representations and matters. Capitalized terms used herein and not otherwise defined shall have the same meanings as assigned to them in the Refunding Instructions.

Respectfully submitted,



A Professional Law Corporation



JONES HALL

July 23, 2015

Compass Mortgage Corporation
999 18th Street, Suite 2800
Denver, CO 80202

475 Sansome Street
Suite 1700
San Francisco, CA 94111
t. 415.391.5780
f. 415.276.2088

OPINION: \$13,695,000 Loan Agreement dated as of July 1, 2015 between the City of Roseville and Compass Mortgage Corporation relating to the Woodcreek West Community Facilities District No. 1, 2015 Refunding Special Tax Note

Ladies and Gentlemen:

We have this day released to the City Council of the City of Roseville our final approving legal opinion with respect to the captioned loan agreement and special tax note.

The foregoing opinion may be relied upon by Compass Mortgage Corporation, as lender, to the same extent as if such opinion were addressed to it.

Respectfully Submitted,

A Professional Law Corporation