
FIRST SUPPLEMENT TO BOND INDENTURE

Between

**COMMUNITY FACILITIES DISTRICT NO. 2021-1
(BANNER PARK) OF THE CITY OF MENIFEE**

and

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee**

Relating to

**\$ _____
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(BANNER PARK) OF THE CITY OF MENIFEE
SPECIAL TAX BONDS, SERIES 2023A**

Dated as of August 1, 2023

FIRST SUPPLEMENT TO BOND INDENTURE

THIS FIRST SUPPLEMENT TO BOND INDENTURE dated as of August 1, 2023 (the “First Supplement”), governs the terms of Community Facilities District No. 2021-1 (Banner Park) of the City of Menifee Special Tax Bonds, Series 2023A, which are being issued as Parity Bonds in accordance with the Bond Indenture (the “Original Bond Indenture”) dated as of November 1, 2022, by and between Community Facilities District No. 2021-1 (Banner Park) of the City of Menifee (the “District”) and Wilmington Trust, National Association (the “Trustee”), as trustee. The Original Bond Indenture and this First Supplement are hereinafter collectively referred to as the “Indenture.”

RECITALS :

A. The City Council of the City of Menifee, located in the County of Riverside, California (the “City Council”), has undertaken proceedings and declared the necessity to issue bonds on behalf of the District pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California (the “Act”).

B. Based upon Resolution Nos. 21-1030 and 21-1031 adopted by the City Council on June 2, 2021 and an election held on June 2, 2021, authorizing the levy of a special tax and the issuance of bonds, the District is authorized to issue bonds in one or more series pursuant to the Act, in an aggregate principal amount not to exceed \$17,000,000.

C. The District previously issued its Special Tax Bonds, Series 2022A in the aggregate principal amount of \$5,375,000 to finance certain Project Costs (as defined in the Original Bond Indenture) pursuant to the Original Bond Indenture; and

D. The legislative body of the District intends to finance additional Project Costs through the issuance of bonds in an aggregate principal amount of \$_____ designated as the “Community Facilities District No. 2021-1 (Banner Park) of the City of Menifee Special Tax Bonds, Series 2023A” (the “2023 Bonds”); and

E. Pursuant to Section 6.1(b), (c) and (f) of the Original Bond Indenture, the District desires to amend the Original Bond Indenture as set forth herein in connection with the issuance of the 2023 Bonds and the District has determined that such amendments are not materially adverse to the Owners; and

F. The District has determined all requirements of the Act for the issuance of the 2023 Bonds as Parity Bonds under the terms of the Original Bond Indenture have been satisfied;

NOW, THEREFORE, in order to establish the terms and conditions upon and subject to which the 2023 Bonds are to be issued, and in consideration of the premises and of the mutual covenants contained herein and of the purchase and acceptance of the 2023 Bonds by the Owners thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the District does hereby covenant and agree, for the benefit of the Owners of the 2023 Bonds, as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Original Bond Indenture provided that the following definitions are added and, where applicable, shall supersede any different definition of the same capitalized term provided in the Original Bond Indenture:

Interest Payment Date. The term “Interest Payment Date” means, with respect to the 2023 Bonds, March 1, 2024 and each March 1 and September 1 thereafter; provided, however, that, if any such day is not a Business Day, interest up to the Interest Payment Date will be paid on the Business Day next succeeding such date.

Term Bonds. The term “Term Bonds” means, with respect to the 2023 Bonds, the 2023 Bonds maturing on September 1, 20__, September 1, 20__, and September 1, 20__.

2023 Bonds. The term “2023 Bonds” means the District’s Special Tax Bonds, Series 2023A issued on August __, 2023 in the aggregate principal amount of \$_____.

ARTICLE II

GENERAL AUTHORIZATION AND BOND TERMS

Section 2.1. Amount, Issuance, Purpose and Nature of 2023 Bonds. Under and pursuant to the Act and the Original Bond Indenture, as supplemented by this First Supplement, the 2023 Bonds in the aggregate principal amount of \$_____ shall be issued as Parity Bonds governed by the terms of the Original Bond Indenture, as supplemented by this First Supplement, for the purpose of financing additional Project Costs benefitting the District, funding a deposit to the Reserve Account and paying Costs of Issuance of the 2023 Bonds.

Section 2.2. Description of Bonds; Interest Rates. The 2023 Bonds shall be designated “Community Facilities District No. 2021-1 (Banner Park) of the City of Menifee Special Tax Bonds, Series 2023A.” The 2023 Bonds shall be dated as of their Delivery Date and shall mature and be payable on September 1 in the years and in the aggregate principal amounts and shall be subject to and shall bear interest at the rates set forth in the table below payable on March 1, 2024 and each Interest Payment Date thereafter:

***Maturity Date
(September 1)***

Principal Amount

Interest Rate

^(T) Term Bond.

Section 2.3. Form of 2023 Bonds. The definitive 2023 Bonds may be printed from steel engraved or lithographic plates or may be typewritten. The 2023 Bonds and the certificate of authentication shall be substantially in the form attached hereto as Exhibit A, which form is hereby approved and adopted as the form of such 2023 Bonds and of the certificate of authentication.

Only the 2023 Bonds as shall bear thereon such certificate of authentication in the form set forth in Exhibit A attached hereto shall be entitled to any right or benefit under the Indenture, and no 2023 Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee.

Section 2.4. Book-Entry System. The 2023 Bonds shall be initially delivered in the form of a separate single fully registered 2023 Bond (which may be typewritten) for each maturity of the 2023 Bonds. Upon initial delivery, the ownership of each such 2023 Bond shall be registered in the registration books kept by the Trustee in the name of the Nominee as nominee of the Depository. Except as provided in Section 2.14 of the Original Bond Indenture, all of the Outstanding 2023 Bonds shall be registered in the registration books kept by the Trustee in the name of the Nominee.

Section 2.5. Conditions to Issuance of 2023 Bonds. The 2023 Bonds shall not be issued unless and until the conditions for the issuance of the 2023 Bonds as Parity Bonds pursuant to 9.2 of the Original Bond Indenture shall have been satisfied or will be satisfied upon the issuance of the 2023 Bonds.

ARTICLE III

APPLICATION OF PROCEEDS OF 2023 BONDS

Section 3.1. Application of Proceeds.

(a) The proceeds of the sale of the Bonds shall be received by the Trustee on behalf of the District and deposited and transferred as follows:

(1) \$_____ shall be transferred to the Costs of Issuance Account of the Acquisition and Construction Fund to pay the Costs of Issuance of the Bonds;

(2) \$_____ shall be transferred to the Reserve Account of the Special Tax Fund to increase the amount therein to the Reserve Requirement as of the Delivery Date of the 2023 Bonds;

(3) \$_____ shall be transferred to the Acquisition and Construction Fund of which \$_____ shall be deposited in the City Facilities Account, \$_____ shall be deposited in the Water Facilities Account and \$_____ shall be deposited in the School Facilities Account.

The Trustee may, in its discretion, establish temporary funds or accounts in its books and records to facilitate such transfers.

ARTICLE IV

REDEMPTION OF 2023 BONDS

Section 4.1. Redemption of 2023 Bonds.

(a) Optional Redemption. The 2023 Bonds may be redeemed at the option of the District from any source of funds on any Interest Payment Date on or after September 1, 20__, in whole or in part, from such maturities as are selected by the District and by lot within a maturity, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

<i>Redemption Date</i>	<i>Redemption Price</i>
	%

In the event that the District elects to redeem 2023 Bonds as provided above, the District shall give written notice to the Trustee of its election to so redeem, the redemption date and the principal amount of the 2023 Bonds of each maturity to be redeemed. The notice to the Trustee shall be given at least 30 but no more than 60 days prior to the redemption date, or by such later date as is acceptable to the Trustee.

(b) Mandatory Sinking Fund Redemption. The 2023 Bonds maturing on September 1, 20__ (the “20__ Term Bonds”) shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Original Bond Indenture, on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows

Term Bonds Maturing September 1, 20__

<i>Redemption Dates</i> <i>(September 1)</i>	<i>Redemption</i> <i>Amount</i>
---	------------------------------------

*

* Maturity.

The 2023 Bonds maturing on September 1, 20__ (the “20__ Term Bonds”) shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Original Bond Indenture, on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows

Term Bonds Maturing September 1, 20__

<i>Redemption Dates (September 1)</i>	<i>Redemption Amount</i>
--	-------------------------------------

*

* Maturity.

The 2023 Bonds maturing on September 1, 20__ (the “20__ Term Bonds”) shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Original Bond Indenture, on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows

Term Bonds Maturing September 1, 20__

<i>Redemption Dates (September 1)</i>	<i>Redemption Amount</i>
--	-------------------------------------

*

* Maturity.

If the District purchases Term Bonds during the Fiscal Year immediately preceding one of the sinking fund redemption dates specified above, the District shall notify the Trustee at least 45 days prior to the redemption date as to the principal amount purchased, and the amount purchased shall be credited at the time of purchase to the next Sinking Fund Payment for the Term Bond so purchased, to the extent of the full principal amount of the purchase. All 2023 Bonds purchased

pursuant to this subsection shall be cancelled pursuant to Section 10.1 of the Original Bond Indenture.

In the event of a partial optional redemption or special mandatory redemption of the Term Bonds, each of the remaining Sinking Fund Payments for such Term Bonds shall be reduced, as nearly as practicable, on a pro rata basis.

(c) Special Mandatory Redemption. The 2023 Bonds are subject to special mandatory redemption as a whole or in part on a pro rata basis among maturities and by lot within a maturity, on any Interest Payment Date on or after March 1, 2024 and shall be redeemed by the Trustee, from Prepayments deposited to the Redemption Account pursuant to Section 3.2 of the Original Bond Indenture, plus amounts transferred from the Reserve Account pursuant to Section 3.6(c) of the Original Bond Indenture, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

<i>Redemption Date</i>	<i>Redemption Price</i>
	%

ARTICLE V

AMENDMENTS

Section 5.1. Amendment to Section 9.2 of the Original Bond Indenture. The first paragraph of Section 9.2 of the Original Bond Indenture is hereby amended and restated to state as follows:

“The District may at any time after the issuance and delivery of the Bonds hereunder issue Parity Bonds payable from the Net Taxes and other amounts deposited in the Special Tax Fund (other than in the Administrative Expense Account therein) and secured by a lien and charge upon such amounts equal to the lien and charge securing the Outstanding Bonds and any other Parity Bonds theretofore issued hereunder or under any Supplemental Indenture; provided, however, Parity Bonds may only be issued for the purpose of refunding all or a portion of the Bonds or any Parity Bonds then Outstanding. Parity Bonds may be issued subject to the following additional specific conditions, which are hereby made conditions precedent to the issuance of any such Parity Bonds:”

Subparagraph (6) of Section 9.2(c) of the Original Bond Indenture is hereby deleted in its entirety and Subparagraph (7) of Section 9.2(c) of the Original Bond Indenture is hereby renumbered as Subparagraph (6).

ARTICLE VI
MISCELLANEOUS

Section 6.1. Provisions of Original Bond Indenture in Effect. Except as expressly modified herein, all of the provisions of the Original Bond Indenture shall remain in full force and effect.

Section 6.2. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this First Supplement shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this First Supplement. The District hereby declares that it would have entered into this First Supplement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the 2023 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this First Supplement may be held illegal, invalid or unenforceable.

Section 6.3. Execution in Counterparts. This First Supplement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.4. Governing Law. This First Supplement shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in such state.

IN WITNESS WHEREOF, COMMUNITY FACILITIES DISTRICT NO. 2021-1 (BANNER PARK) OF THE CITY OF MENIFEE has caused this First Supplement to Bond Indenture to be signed by an Authorized Representative of the District and Wilmington Trust, National Association in token of its acceptance of the trust created hereunder, has caused this First Supplement to Bond Indenture to be signed in its corporate name by its officers identified below, all as of the day and year first above written.

COMMUNITY FACILITIES DISTRICT NO. 2021-1
(BANNER PARK) OF THE CITY OF MENIFEE

By: _____
Mayor of the City of Menifee, acting as the
legislative body of Community Facilities
District No. 2021-1 (Banner Park) of the City of
Menifee

ATTEST:

Acting City Clerk of the City of Menifee,
acting as the legislative body of
Community Facilities District No. 2021-1
(Banner Park) of the City of Menifee

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Signatory

EXHIBIT A

FORM OF SPECIAL TAX BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE DISTRICT OR TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

R-_____

\$_____

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

**COMMUNITY FACILITIES DISTRICT NO. 2021-1
(BANNER PARK) OF THE CITY OF MENIFEE
SPECIAL TAX BOND, SERIES 2023A**

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
%	September 1, 20__	_____, 2023	58680W__

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

COMMUNITY FACILITIES DISTRICT NO. 2021-1 (BANNER PARK) OF THE CITY OF MENIFEE (the "District") which was formed by the City of Menifee (the "City") and is situated in the County of Riverside, State of California, FOR VALUE RECEIVED, hereby promises to pay, solely from certain amounts held under the Indenture (as hereinafter defined), to the Owner named above, or registered assigns, on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such Principal Amount from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication hereof, unless: (i) the date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication; (ii) the date of authentication is after a Record Date (as hereinafter defined) but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from the Interest Payment Date immediately succeeding the date of authentication; or (iii) the date of authentication is prior to the close of

business on the first Record Date, in which event interest shall be payable from the Dated Date set forth above. Notwithstanding the foregoing, if at the time of authentication of this Bond interest is in default, interest on this Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment or, if no interest has been paid or made available for payment, interest on this Bond shall be payable from the Dated Date set forth above. Interest will be paid semiannually on March 1, 2024 and each March 1 and September 1 thereafter (each an “Interest Payment Date”), at the Interest Rate set forth above, until the Principal Amount hereof is paid or made available for payment.

The principal of and premium, if any, on this Bond are payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the Principal Office of the Trustee (as such term is defined in the Indenture), initially Wilmington Trust, National Association, (the “Trustee”). Interest on this Bond shall be paid by check of the Trustee mailed, by first class mail, postage prepaid, or in certain circumstances described in the Indenture by wire transfer to an account within the United States of America, to the Owner hereof as of the close of business on the fifteenth day of the month preceding the month in which the Interest Payment Date occurs (the “Record Date”) at such Owner’s address as it appears on the registration books maintained by the Trustee.

This Bond is one of a duly authorized issue of “Community Facilities District No. 2021-1 (Banner Park) of the City of Menifee Special Tax Bonds, Series 2023A” (the “Bonds”) issued in the aggregate principal amount of \$ _____ pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Section 53311 *et seq.* of the California Government Code (the “Act”) for the purpose of financing public improvements, funding a deposit to the reserve account and paying certain costs related to the issuance of the Bonds. The issuance of the Bonds and the terms and conditions thereof are provided for by a resolution adopted by the City Council of the City, acting in its capacity as the legislative body of the District (the “Legislative Body”), on August 2, 2023, and a Bond Indenture dated as of November 1, 2022 (the “Original Bond Indenture”), as supplemented and amended by the First Supplement to Bond Indenture, dated as of August 1, 2023 (the “First Supplement” and together with the Original Bond Indenture, the “Indenture”), each by and between the District and the Trustee, and this reference incorporates the Indenture herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Indenture is adopted under and this Bond is issued under, and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Act and the Indenture, the principal of, premium, if any, and interest on this Bond are payable on a parity with the District’s Special Tax Bonds, Series 2022A, solely from the portion of the annual special taxes authorized under the Act to be levied and collected within the District (the “Special Taxes”) and certain other amounts pledged to the repayment of the Bonds as set forth in the Indenture. Any amounts for the payment hereof shall be limited to the Net Taxes pledged and collected or foreclosure proceeds received following a default in payment of the Special Taxes and other amounts deposited to the Special Tax Fund (other than the Administrative Expense Account therein) established under the Indenture, except to the extent that other provision for payment has been made by the Legislative Body, as may be permitted by law. The District has covenanted for the benefit of the owners of the Bonds that under certain circumstances described in the Indenture it will commence and diligently pursue to completion appropriate foreclosure proceedings in the event of delinquencies of Special Tax installments levied for payment of principal and interest on the Bonds.

The Bonds may be redeemed at the option of the District from any source of funds on any Interest Payment Date on or after September 1, 20__, in whole or in part, from such maturities as are selected by the District and by lot within a maturity, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

<i>Redemption Date</i>	<i>Redemption Price</i>
	%

The Bonds maturing on September 1, 2038 (the “20__ Term Bonds”) shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Original Bond Indenture, on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Term Bonds Maturing September 1, 20__

<i>Redemption Dates (September 1)</i>	<i>Redemption Amount</i>
---	------------------------------

*

* Maturity.

The Bonds maturing on September 1, 2038 (the “20__ Term Bonds”) shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Original Bond Indenture, on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Term Bonds Maturing September 1, 20__

<i>Redemption Dates (September 1)</i>	<i>Redemption Amount</i>
---	------------------------------

*

* Maturity.

The Bonds maturing on September 1, 2038 (the “20__ Term Bonds”) shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Original Bond Indenture, on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Term Bonds Maturing September 1, 20__

<i>Redemption Dates (September 1)</i>	<i>Redemption Amount</i>
---	------------------------------

*

* Maturity.

The Bonds are subject to special mandatory redemption as a whole or in part on a pro rata basis among maturities and by lot within a maturity, on any Interest Payment Date on or after March 1, 2024 and shall be redeemed by the Trustee, from Prepayments deposited to the Redemption Account pursuant to the Indenture, plus amounts transferred from the Reserve Account pursuant to the Indenture, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

<i>Redemption Date</i>	<i>Redemption Price</i>
	103%
	102
	101
	100

Notice of redemption with respect to the Bonds to be redeemed shall be mailed to the registered owners thereof not less than 30 nor more than 45 days prior to the redemption date by first

class mail, postage prepaid, to the addresses set forth in the registration books; provided, however, so long as the Bonds are registered in the name of the Nominee, such notice shall be given in such manner as complies with the requirements of the Depository. Neither a failure of the Owner hereof to receive such notice nor any defect therein will affect the validity of the proceedings for redemption. All Bonds or portions thereof so called for redemption will cease to accrue interest on the specified redemption date, provided that funds for the redemption are on deposit with the Trustee on the redemption date. Thereafter, the registered owners of such Bonds shall have no rights except to receive payment of the redemption price upon the surrender of the Bonds.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest, and the District and the Trustee may treat the Owner hereof as the absolute owner for all purposes and shall not be affected by any notice to the contrary.

The Bonds are issuable only in fully registered form in the denomination of \$5,000 or any integral multiple thereof and may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same issue and maturity, all as more fully set forth in the Indenture. This Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at the Principal Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, upon surrender and cancellation of this Bond. Upon such transfer, a new registered Bond of authorized denomination or denominations for the same aggregate principal amount of the same issue and maturity will be issued to the transferee in exchange therefor.

The Trustee shall not be required to register transfers or make exchanges of: (i) any Bonds for a period of 15 days next preceding any selection of the Bonds to be redeemed; or (ii) any Bonds chosen for redemption.

The rights and obligations of the District and of the registered owners of the Bonds may be amended at any time, and in certain cases without notice to or the consent of the registered owners, to the extent and upon the terms provided in the Indenture.

THE BONDS DO NOT CONSTITUTE GENERAL OBLIGATIONS OF THE CITY OR OF THE DISTRICT. NEITHER THE CITY NOR THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE, OR HAS LEVIED OR PLEDGED, GENERAL OR SPECIAL TAXES, OTHER THAN THE SPECIAL TAXES REFERENCED HEREIN. THE BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE FROM THE PORTION OF THE SPECIAL TAXES AND OTHER AMOUNTS PLEDGED UNDER THE INDENTURE BUT ARE NOT A DEBT OF THE CITY, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR RESTRICTION.

This Bond 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 Trustee.

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

IN WITNESS WHEREOF, Community Facilities District No. 2021-1 (Banner Park) of the City of Menifee has caused this Bond to be dated the Dated Date, to be signed on behalf of the District by the Mayor of the City by his facsimile signature and attested by the facsimile signature of the Acting City Clerk of the City.

Mayor of the City of Menifee, acting as the legislative
body of Community Facilities District No. 2021-1
(Banner Park) of the City of Menifee

ATTEST:

Acting City Clerk of the City of Menifee,
acting as the legislative body of Community
Facilities District No. 2021-1 (Banner Park) of
the City of Menifee

[FORM OF TRUSTEE'S CERTIFICATE
OF AUTHENTICATION AND REGISTRATION]

This is one of the Bonds described in the within-defined Indenture.

Dated: August __, 2023

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Signatory

[FORM OF LEGAL OPINION]

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

Acting City Clerk of the City

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto

whose tax identification number is _____,
the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s)

attorney to transfer the same on the books of the Trustee with full power of substitution in the
premises.

Dated:_____

Signature guaranteed:

NOTE: Signature(s) must be guaranteed by an
eligible guarantor institution.

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