
AMENDED AND RESTATED
FIFTH SUPPLEMENTAL TRUST AGREEMENT

between the
COUNTY OF ORANGE, CALIFORNIA
and
U.S. BANK NATIONAL ASSOCIATION,
Trustee

Dated as of July 1, 2018

Relating to
COUNTY OF ORANGE, CALIFORNIA
TEETER PLAN OBLIGATIONS
TEETER PLAN OBLIGATION NOTES, SERIES B

(Supplementing the Trust Agreement
dated as of August 1, 2008)

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THIS AMENDED AND RESTATED FIFTH SUPPLEMENTAL TRUST AGREEMENT made and entered into and dated as of July 1, 2018 (the “Amended and Restated Fifth Supplemental Trust Agreement”) by and between the COUNTY OF ORANGE, CALIFORNIA, a political subdivision, duly organized and existing under the Constitution and the laws of the State of California (the “County”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of United States of America, as trustee (the “Trustee”);

WITNESSETH:

WHEREAS, the County has issued \$178,300,000 aggregate principal amount of Series A Notes on August 25, 2008 under a trust agreement, dated as of August 1, 2008 (the “Master Trust Agreement”), by and between the County and the Trustee;

WHEREAS, the Master Trust Agreement provides that the County may from time to time increase the principal amounts or issue additional series of Obligations, upon compliance with the provisions, and subject to the conditions, set forth in the Master Trust Agreement;

WHEREAS, the County issued additional Series A Notes on July 14, 2009 under a First Supplemental Trust Agreement, dated as of July 1, 2009, by and between the County and the Trustee;

WHEREAS, the County issued additional Series A Notes on July 13, 2010 under a Second Supplemental Trust Agreement, dated as of July 1, 2010, by and between the County and the Trustee;

WHEREAS, the County issued additional Series A Notes on July 12, 2011 under a Third Supplemental Trust Agreement, dated as of July 1, 2011, by and between the County and the Trustee;

WHEREAS, the County issued additional Series A Notes on July 17, 2012 under a Fourth Supplemental Trust Agreement, dated as of July 1, 2012, by and between the County and the Trustee;

WHEREAS, the County issued Teeter Plan Obligation Notes, Series B (the “Series B Notes”) under a Fifth Supplemental Trust Agreement (the “Fifth Supplemental Trust Agreement”), by and between the County and the Trustee, dated as of February 1, 2013, to refund the Outstanding Series A Notes, and to issue Series B Notes from time to time to refund Series B Notes and Demand Obligations issued from time to time;

WHEREAS, the County entered into a First Amendment to Fifth Supplemental Trust Agreement, date as of January 1, 2016, for the purpose of extending the maturity date of the Series B Notes and making other changes to the Fifth Supplemental Trust Agreement;

WHEREAS, the County entered into a Second Amendment to Fifth Supplemental Trust Agreement, dated as of July 1, 2017, for the purpose of adding provisions relating to a taxable interest rate and making other changes to the Fifth Supplemental Trust Agreement;

WHEREAS, the County has determined it is in the County's best interests to issue additional Series B Notes, from time to time, to refund outstanding Series B Notes and to refund Demand Obligations issued from time to time, all under and in accordance with the Master Trust Agreement and this Amended and Restated Fifth Supplemental Trust Agreement;

NOW THEREFORE, THIS AMENDED AND RESTATED FIFTH SUPPLEMENTAL TRUST AGREEMENT WITNESSETH, that to secure the payment of the principal of, premium, if any, and the interest on all Obligations at any time issued and outstanding under this Amended and Restated Fifth Supplemental Trust Agreement, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Obligations are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Obligations by the Holders, and for other valuable considerations, the receipt whereof is hereby acknowledged, the County does hereby covenant and agree with the Trustee, for the benefit of the respective Holders from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Additional Definitions. Except as otherwise provided herein all terms defined in the Master Trust Agreement shall have the same meanings when used in this Amended and Restated Fifth Supplemental Trust Agreement as are given in Section 1.01 of the Master Trust Agreement, except for the following terms which are used in the Master Trust Agreement and which shall be amended to read as follows:

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by or is under common control with, the Person specified.

"Applicable Factor" means 80%.

"Applicable Spread" means means sixty basis points (0.60%) for Notes bearing interest at the SIFMA Index Rate, forty basis points (0.40%) for Notes bearing interest at the Tax-Exempt LIBOR Index Rate and fifty basis points (0.50%) for Notes bearing interest at the Taxable LIBOR Index Rate; provided, however, that in the event that the County Rating shall fall to the ratings specified below, the Applicable Spread shall be the number of basis points associated with such new rating as set forth in the following table:

- - - - -

| Tier | County Ratings (Moody's/S&P/Fitch) | Applicable Spread for SIFMA Index Rate | Applicable Spread for Tax-Exempt LIBOR Index Rate | Applicable Spread for Taxable LIBOR Index Rate |
|------|---------------------------------------|---|--|---|
| I | Aa3/AA-/AA- | 0.60% | 0.40% | 0.50% |
| II | A1/A+/A+ | 0.65% | 0.45% | 0.55% |
| III | A2/A/A | 0.75% | 0.55% | 0.65% |
| IV | A3/A-/A- | 0.85% | 0.65% | 0.75% |
| V | Baa1/BBB+/BBB+ | 0.95% | 0.75% | 0.85% |
| VI | Baa2/BBB/BBB | 1.45% | 1.25% | 1.35% |
| VII | Baa3/BBB-/BBB- | 1.95% | 1.75% | 1.85% |

In the case of a split rating or differing ratings as between and among the Rating Agencies and (i) all three Rating Agencies then provide a County Rating and any two of the County Ratings are at the same Level in the schedule above, the Applicable Spread shall be that set forth in the Level associated with the two equivalent County Ratings as set forth in the schedule above, (ii) all three Rating Agencies then provide a County Rating and no County Ratings provided by the Rating Agencies are at the same Level in the schedule above, the Applicable Spread shall be calculated based on the number of basis points set forth in the Level associated with the lowest of the two highest County Ratings as set forth in the schedule above, (iii) only two Rating Agencies then provide a County Rating, the Applicable Spread shall be calculated based on the number of basis points set forth in the Level associated with the lower County Rating as set forth in the schedule above and (iv) only one Rating Agency then provides a County Rating, the Applicable Spread shall be calculated based on the number of basis points set forth in the Level associated with such County Ratings. References in this definition of Applicable Spread are to rating categories as presently determined by the Rating Agencies, and in the event of the adoption of any new or changed rating system or a “global” rating scale by any such Rating Agency, the rating categories shall be adjusted accordingly to a new rating which most closely approximates the requirements as set forth herein.

“**Authorized Denomination**” means \$5,000,000 or any integral multiple of \$1,000 in excess thereof.

“**Calculation Agent**” means Wells Fargo Bank, National Association, or any other Person appointed by the County, with the consent of the Purchaser, to serve as calculation agent for the Series B Notes.

“**Computation Date**” means means (i) with respect to Series B Notes bearing interest at the SIFMA Index Rate, Wednesday of each week, or if any Wednesday is not a Business Day, the immediately preceding Business Day, and (ii) with respect to LIBOR Notes, the second London Business Day immediately preceding each LIBOR Index Reset Date.

“County Rating” means the long-term unenhanced ratings (without regard to any bond insurance policy or credit enhancement) assigned by each of Moody’s, Fitch and S&P to lease revenue indebtedness of the County.

“Date of Delivery” means the date of issuance of any Series B Notes.

“Default Rate” has the meaning set forth in the Purchase Agreement.

“Demand Obligations” means obligations evidencing the County’s obligation to make Teeter distributions to participating taxing agencies.

“Determination of Taxability” solely with the respect to Tax-Exempt Notes, means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the County files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when the Noteholder or any former Noteholder notifies the County that it has received a written opinion by a nationally recognized firm of attorneys of substantial expertise on the subject of tax exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the County of such notification from the Noteholder or former Noteholder, the County shall deliver to the Noteholder or former Noteholder a ruling or determination letter issued to or on behalf of the County by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the County shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the County, or upon any review or audit of the County or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on the date when the County shall receive notice from the Noteholder or any former Noteholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Noteholder or such former Noteholder the interest on the Notes due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the County has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; provided further, however, that upon demand from the Noteholder or former Noteholder, the County shall promptly reimburse such Noteholder or former Noteholder for any payments, including any taxes, interest, penalties or other charges,

such Noteholder or former Noteholder shall be obligated to make as a result of the Determination of Taxability.

“Event of Taxability” means a (i) change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the County, or the failure to take any action by the County, or the making by the County of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of any Tax-Exempt Notes or any purchase thereof) which has the effect of causing interest paid or payable on such Tax-Exempt Notes to become includable, in whole or in part, in the gross income of the Noteholder or any former Noteholder for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on any Tax-Exempt Notes to become includable, in whole or in part, in the gross income of the Noteholder or any former Noteholder for federal income tax purposes with respect to Tax-Exempt Notes.

“Excess Interest” has the meaning set forth in Section 3.02(b)(iv)(C) hereof.

“Fee and Interest Rate Agreement” means that certain Second Amended and Restated Fee and Interest Rate Agreement dated July 1, 2018, as amended and supplemented from time to time, between the County and the Purchaser.

“Interest Payment Date” means for the Series B Notes, the first Business Day of each calendar month following the Date of Delivery and the Maturity Date.

“Interest Period” means for any LIBOR Notes the period from, and including, each Interest Payment Date for such LIBOR Notes to, and including, the day next preceding the next Interest Payment Date for such LIBOR Notes, provided, however, that the first Interest Period for any LIBOR Note shall begin on (and include) the date of issuance of the LIBOR Notes and the final Interest Period shall end on the day next preceding the Maturity Date.

“Investor Letter” means the Investor Letter executed and delivered by the Purchaser or any other Holder of Series B Notes, substantially in the form of Exhibit B hereto.

“Law” means any treaty or any federal, regional, state and local law, statute, rule, ordinance, regulation, code, license, authorization, decision, injunction, interpretation, order or decree of any court or other governmental authority.

“LIBOR Index” means the rate of interest per annum determined by the Calculation Agent based on the rate for United States dollar deposits for delivery on the LIBOR Index Reset Date for a period equal to one month as reported on Reuters Screen LIBOR01 page (or any successor page) at approximately 11:00 a.m., London time, on each Computation Date (or if not so reported, then as determined by the Calculation Agent from another recognized source of interbank quotation). Notwithstanding anything in the Master Trust Agreement or this Fifth Supplemental Trust Agreement to the contrary, if the LIBOR Index determined as

provided above would be less than zero percent (0.0%), then the LIBOR Index shall be deemed to be zero percent (0.00%).

“LIBOR Index Rate Period” means, with respect to LIBOR Notes, the period from and including the date of issuance of such LIBOR Notes to but excluding the Maturity Date.

“LIBOR Index Reset Date” means the first Business Day of each calendar month.

“LIBOR Notes” means Series B Notes bearing interest at the Taxable LIBOR Index Rate or the Tax-Exempt LIBOR Index Rate, as applicable.

“London Business Day” means any day that is a day for trading by and between banks in Dollar deposits in the London interbank market.

“Margin Rate Factor” means the greater of (i) 1.0 and (ii) the product of (a) one minus the prevailing Maximum Federal Corporate Tax Rate multiplied by (b) the quotient of (A) one divided by (B) (x) one minus (y) the Maximum Federal Corporate Tax Rate on [Amendment Date]. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change.

“Maturity Date” means July 30, 2021.

“Maximum Federal Corporate Tax Rate” means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Purchaser, the maximum statutory rate of federal income taxation which could apply to the Purchaser).

“Maximum Rate” means the lesser of (i) 25% per annum and (ii) the maximum non usurious rate of interest permitted by applicable law.

“Original Date of Issuance” means [Closing Date].

“Prepayment Date” means any date fixed for prepayment of any Series B Note pursuant to Section 3.02(c) hereof.

“Purchase Agreement” means, collectively, the Amended and Restated Note Purchase and Reimbursement Agreement, dated as of July 1, 2018, between the County and Wells Fargo Bank, National Association, and the Fee and Interest Rate Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

“Purchase Date” means each date on which Series B Notes are issued by the County and purchased by the Purchaser.

“**Purchaser**” means Wells Fargo Bank, National Association, and their successors and assigns as provided in the Purchase Agreement.

“**Record Date**” means the close of business on the Business Day immediately preceding an Interest Payment Date.

“**S&P Weekly High Grade Index**” means for a Computation Date, the level of the “S&P Weekly High Grade Index” (formerly known as the J.J. Kenny Index) maintained by Standard and Poor’s Securities Evaluations Inc. for a one-week maturity as published each Wednesday, or if any Wednesday is not a Business Day, on the immediately preceding Business Day.

“**Series A Taxes**” means (i) the right to collect any uncollected tax-defaulted secured roll (exclusive of supplemental roll) property taxes and assessments due to the County and the other Revenue Districts for all fiscal years through the fiscal year ended June 30, 2020 and such other fiscal years, if any, as may be specified in a Supplemental Trust Agreement, (ii) all amounts received by the County upon the sale of property to recover such property taxes or assessments, and (iii) all amounts received by the County upon the redemption of properties for sale or previously sold to recover such property taxes or assessments, in each case to which the County is entitled, including as a consequence of electing to being governed by the Law, and in each case following the allocation by the County of the receipts of property taxes and assessments between the Revenue Districts and those public districts within the County which have not agreed that the Law shall apply to them; provided, however, that Series A Taxes shall not include (i) the right to collect delinquencies in property taxes due to an Independent District for all fiscal years prior to the fiscal year in which the respective Independent District agreed (pursuant to Section 4715 of the Law) that the Law shall apply to it, (ii) Delinquency Penalties, (iii) interest or Redemption Penalties, (iv) any and all costs and fees paid pursuant to, without limitation, Sections 2621, 4102(d), 4112 and 4221 (with respect to the installment plan) of the Taxation Code and (v) installment payments made pursuant to Section 4217 et. seq. of the Taxation Code with respect to properties otherwise subject to Series A Taxes. Series A Taxes shall not include Other Taxes.

“**Series B Notes**” means the Teeter Plan Obligation Notes, Series B, issued from time to time pursuant to the terms of Article III hereof.

“**Series B Note Calculation Period**” means the period from and including each Interest Payment Date for the Series B Notes to but excluding the next succeeding Interest Payment Date for the Series B Notes; provided that the first Series B Note Calculation Period shall mean the period from and including the Original Date of Issuance for the Series B Notes to but excluding the next succeeding Interest Payment Date; provided, further, that with respect to any Series B Notes issued after the Original Date of Issuance, the first Series B Note Calculation Period with respect thereto shall mean the period from and including such Series B Notes’ respective Date of Delivery to but excluding the next succeeding Interest Payment Date.

“**Series B Obligations**” means the Series B Notes and obligations owing to the Purchaser pursuant to the Purchase Agreement.

“**SIFMA**” means the Securities Industry & Financial Markets Association (formerly the Bond Market Association).

“**SIFMA Index**” means, for any Computation Date, the level of the index which is issued weekly and which is compiled from the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established from time to time by SIFMA and issued on Wednesday of each week, or if any Wednesday is not a Business Day, the immediately preceding Business Day. If the SIFMA Index is no longer published, then “SIFMA Index” shall mean the S&P Weekly High Grade Index. If the S&P Weekly High Grade Index is no longer published, then “SIFMA Index” shall mean the prevailing rate determined by the Calculation Agent for tax-exempt state and local government bonds meeting criteria determined in good faith by the Calculation Agent to be comparable under the circumstances to the criteria used by SIFMA to determine the SIFMA Index immediately prior to the date on which SIFMA ceased publication of the SIFMA Index. Notwithstanding anything herein to the contrary, if the SIFMA Index as determined as provided above would be less than zero percent (0.0%), then the SIFMA Index shall be deemed to be zero percent (0.0%).

“**SIFMA Index Rate**” means a per annum rate of interest established on each Computation Date and effective on the SIFMA Rate Reset Date next succeeding such Computation Date equal to the sum of (a) the SIFMA Index plus (b) the product of (x) the Applicable Spread and (y) the Margin Rate Factor..

“**SIFMA Index Rate Period**” means, with respect to Series B Notes bearing interest at the SIFMA Index Rate, the period from and including the date of issuance of such Series B Notes to but excluding the Maturity Date.

“**SIFMA Rate Reset Date**” means Thursday of each week; provided, however, that the initial SIFMA Rate Reset Date shall mean the Original Date of Issuance and with respect to any Series B Notes issued subsequent to the Original Date of Issuance shall mean such Series B Notes’ respective Date of Delivery.

“**Taxable Date**” means the date as of which interest on the Tax-Exempt Notes is first includable in the gross income of the Holders (including, without limitation, any previous Holders) thereof as a result of an Event of Taxability as such date is established pursuant to a Determination of Taxability.

“**Taxable LIBOR Index Rate**” means the sum of (i) the LIBOR Index and (ii) the Applicable Spread.

“**Tax-Exempt LIBOR Index Rate**” means the product of (a) the sum of (x) the product of (i) the Applicable Factor and (ii) the LIBOR Index plus (y) the Applicable Spread and (b) the Margin Rate Factor.

“**Tax-Exempt Series B Notes**” means Series B Notes bearing interest at the SIFMA Index Rate or the Tax-Exempt LIBOR Index Rate, as applicable.

ARTICLE II

PLEDGE OF SERIES A TAXES; ESTABLISHMENT OF SERIES B PAYMENT FUND; TRANSFER OF FUNDS

Section 2.01. Pledge of Series A Taxes. All Series A Taxes shall be governed by the provisions of Section 3.02 of the Master Trust Agreement, and the security interest and pledge created pursuant to said Section 3.02 shall extend to the Series B Obligations. The lien shall continue so long as Series B Obligations remain Outstanding.

Section 2.02. Establishment of Series B Payment Fund. There is hereby established with the Trustee, for the benefit of the Holders of the Series B Obligations, a special fund designated as the "Series B Payment Fund." Moneys in the Series B Payment Fund shall be held by the Trustee in trust, and shall be applied for the purposes and as directed herein. Any moneys deposited in the Series B Payment Fund shall be for the benefit of all Holders of the Series B Obligations, and there is hereby created in favor of such Holders a pledge of all amounts in the Series B Payment Fund, which pledge, without any further action being required, shall constitute a lien and security interest for the benefit of such Holders.

Section 2.03. Transfer of Funds. (a) On or prior to the Business Day preceding each Interest Payment Date, the County shall transfer from the General Fund (including but not limited to Series A Taxes on deposit in the Series A Taxes Account) to the Trustee an amount sufficient to pay interest on the Series B Notes on the next Interest Payment Date. Such amount shall be deposited by the Trustee in the Series B Payment Fund and shall be applied to pay the interest on the Series B Notes due on the Interest Payment Date.

(b) On or prior to the Business Day preceding the Maturity Date, the County shall transfer from the General Fund (including but not limited to Series A Taxes on deposit in the Series A Taxes Account) an amount sufficient to pay the principal of the Series B Notes due on the Maturity Date. Such amount shall be deposited by the Trustee in the Series B Payment Fund and shall be applied to pay the principal of the Series B Notes due on the Maturity Date.

(c) In addition to the transfers set forth in subsection (a) and (b) above, the County shall transfer Series A Taxes held in the Series A Taxes Account to the Trustee to be applied to the prepayment of Series B Notes in accordance with the Tax Certificate.

(d) Notwithstanding subsections (a), (b) and (c) above, as long as the Purchaser is the Holder of all of the Series B Notes, the County shall not be required to transfer moneys to the Trustee pursuant to subsections (a), (b) and (c) above but may, following written notice to the Trustee, pay such amounts directly to the Purchaser by wire transfer.

ARTICLE III

TERMS AND CONDITIONS OF SERIES B TEETER PLAN OBLIGATION; DEPOSIT OF FUNDS

Section 3.01. Authorization and Issuance of the Series B Notes. (a) The County may issue Series B Notes from time to time in an Outstanding aggregate principal amount not to exceed \$100,000,000. The principal amount of the Series B Notes and interest thereon shall be payable on the basis specified in Section 3.02 hereof. Pursuant to Section 3.03 and 3.04 of the Master Trust Agreement, the County is issuing [__] aggregate principal amount of the Series B Notes on the Original Date of Issuance, of which \$[__] shall be deposited in the Refunding Fund (which fund is hereby established with the Trustee) and applied to refund the outstanding Series B Notes, \$[__] shall be applied to refund a Demand Obligation and \$[__] shall be deposited in the Costs of Issuance Fund and applied to pay Initial Costs of Issuance. The Refunding Fund shall be closed by the Trustee after the moneys deposited have been applied to the refunding of the outstanding Series B Notes. Following the earlier of the payment of all Initial Costs of Issuance or [June 1, 20__], any moneys in the Costs of Issuance Fund shall be transferred to the Series B Payment Fund.

(b) Additional Series B Notes (which may be taxable or tax-exempt) shall be issued from time to time at the written direction of the County delivered to the Purchaser, not less than three (3) Business Days prior to the issuance of such additional Series B Notes and the proceeds thereof shall be applied to refund Series B Notes, refund Demand Obligations and pay the Initial Costs of Issuance, as set forth in the written direction of the County.

(c) An Authorized Officer is hereby authorized to sign the Series B Notes by use of his/her manual or facsimile signature, and the Clerk of the Board of Supervisors is hereby authorized to countersign the Series B Notes by use of his/her manual or facsimile signature and to affix the seal of the Board of which Supervisors thereto by facsimile impression thereon. The Series B Notes shall not be valid, however, unless and until the Trustee shall have manually authenticated such Series B Notes.

Section 3.02. Description of Series B Notes.

(a) **General Terms of the Series B Notes.** Each Series B Note shall be dated its respective Date of Delivery, shall mature on the Maturity Date, and shall be issued in fully registered form, without coupons in an Authorized Denomination.

Interest on Series B Notes shall be paid in arrears on each Interest Payment Date to the Holders, such interest to be paid by wire transfer to the Holders on such Interest Payment Date. Principal of the Series B Notes shall be payable on the Maturity Date in lawful money of the United States of America, upon presentation and surrender of the Series B Notes, at the principal office of the Trustee. All payments of principal or interest shall be made in immediately available funds.

(b) **Interest on Series B Notes.** (i) The County shall identify in the written direction delivered pursuant to Section 3.01(b) hereof whether the Series B Notes to be issued

shall bear interest at the SIFMA Index Rate, the Tax-Exempt Index LIBOR Rate or the Taxable LIBOR Index Rate. If the Series B Notes are to bear interest at the SIFMA Index Rate or the Tax-Exempt LIBOR Index Rate, the County shall also state in such written direction that the interest on such Series B Notes shall be excluded from gross income for federal income taxes. If the Series B Notes are to bear interest at the Taxable LIBOR Index Rate, the County shall also state in such written direction that the interest on such Series B Notes shall be included in gross income for federal income taxes. The interest rate on the Series B Notes shall not exceed the Maximum Rate. The Series B Notes bearing interest at the SIFMA Index Rate shall be calculated on the basis of a year of 365 or 366 days, as applicable, for the actual number of days elapsed (calculated by multiplying the aggregate outstanding principal amount outstanding on each day of the period by the interest rate applicable on such day, dividing the sum by 365 or 366, as applicable, and multiplying that amount by the actual days elapsed during the related period). The interest rate on the Series B Notes bearing interest at the Taxable LIBOR Index Rate or the Tax-Exempt LIBOR Index Rate shall be calculated on the basis of a year of 360 days for the actual number of days elapsed.

(ii) The SIFMA Index Rate shall be determined in accordance with Section 3.02(b)(iii) hereof. The Calculation Agent shall notify the Trustee and the County of the SIFMA Index Rate for each applicable period therefor in accordance with Section 3.02(b)(iii) hereof.

(iii) During the SIFMA Index Rate Period, the Series B Notes shall, subject to subsection (iv) of this Section 3.02(b), bear interest at the SIFMA Index Rate. The Calculation Agent shall determine the SIFMA Index Rate on each Computation Date during the SIFMA Index Rate Period, and such rate shall become effective on the SIFMA Rate Reset Date next succeeding such Computation Date and interest at such rate shall accrue each day during such Series B Note Calculation Period, commencing on and including the first day of such period to but excluding the last day of such period. The SIFMA Index Rate shall be rounded upward to the second decimal place. Promptly following the determination of the SIFMA Index Rate, the Calculation Agent shall give notice thereof to the Trustee and the County. If the SIFMA Index Rate is not determined by the Calculation Agent on the Computation Date, the rate of interest born on such Series B Notes shall be the rate in effect on the immediately preceding SIFMA Rate Reset Date until the Calculation Agent next determines the SIFMA Index Rate as required hereunder.

(iv) (A) From and after any Taxable Date, the interest rate on the Tax-Exempt Series B Notes shall be established at a rate at all times equal to the Taxable LIBOR Index Rate.

(B) Notwithstanding the foregoing provisions of this Section 3.02(b), upon (i) the occurrence and continuation of an Event of Default, (ii) the withdrawal or suspension of any County Rating for any reason or (iii) the reduction of any County Rating below “BBB-” (or its equivalent) by S&P, “BBB-” (or its equivalent) by Fitch or “Baa3” (or its equivalent) by Moody’s, the interest rate applicable to the Series B Notes shall be established at a rate at all times equal to the greater of (A) the Default Rate and (B) the interest rate that otherwise would be applicable to the Series B Notes but for the provisions of this paragraph.

(C) If the rate of interest on the Series B Notes exceeds the Maximum Rate, then (i) the Series B Notes shall bear interest at the Maximum Rate and (ii) interest on the Series B Notes calculated at the rate equal to the difference between (A) the rate of interest for the Series B Notes as calculated pursuant to this Amended and Restated Fifth Supplemental Trust Agreement without regard to the Maximum Rate and (B) the Maximum Rate (the “Excess Interest”) shall be deferred until such date as the rate of interest borne by the Series B Notes as calculated pursuant to Section 3.02(b) hereof is below the Maximum Rate, at which time Excess Interest shall be payable with respect to the Series B Notes, which payments of deferred Excess Interest shall continue to apply until all deferred Excess Interest with respect to the Series B Notes is fully paid.

(v) The Taxable LIBOR Index Rate and Tax-Exempt LIBOR Index Rate shall be determined in accordance with Section 3.02(b)(vi) hereof. The Calculation Agent shall notify the Trustee and the County of the Taxable LIBOR Rate or the Tax-Exempt LIBOR Rate, as applicable, for each applicable period therefor in accordance with Section 3.02(b)(vi) hereof.

(vi) The Calculation Agent shall determine the Taxable LIBOR Index Rate or the Tax-Exempt LIBOR Rate, as applicable, on each Computation Date during a LIBOR Index Rate Period, and such rate shall become effective on the LIBOR Index Reset Date next succeeding such Computation Date and interest at such rate shall accrue each day during each Interest Period, commencing on and including the first day of each such period to but excluding the last day of each such period. The Taxable LIBOR Index Rate and the Taxable LIBOR Index Rate shall be rounded upward to the fifth decimal place. Promptly following the determination of the Taxable LIBOR Index Rate or the Tax-Exempt LIBOR Index Rate, as applicable, the Calculation Agent shall give notice thereof to the Trustee and the County. If the Taxable LIBOR Index Rate or the Tax-Exempt LIBOR Index Rate, as applicable, is not determined by the Calculation Agent on the Computation Date, the rate of interest born on such Series B Notes shall be the rate in effect on the immediately preceding LIBOR Index Reset Date until the Calculation Agent next determines the Taxable LIBOR Index Rate or Tax-Exempt LIBOR Rate, as applicable, as required hereunder.

(c) **Prepayment of Series B Notes.** (i) The Series B Notes shall be subject to prepayment at the option of the County, in whole or in part, on any date prior to the Maturity Date. The prepayment price will be equal to the principal amount of the Series B Notes to be prepaid, without premium, plus accrued interest through (but not including) the date fixed for prepayment. The County shall provide written notice of a prepayment to the Trustee at least three Business Days prior to the date of prepayment, and notice of prepayment of the Series B Notes shall be given by the Trustee to the Holders of the Series B Notes at least one Business Day prior to the date of prepayment. The notice shall include the prepayment date and the prepayment amount.

If less than all of the Series B Notes shall be called for prepayment, the Series B Notes to be prepaid shall be selected by the County.

ARTICLE IV

TRANSFERABILITY

Section 4.01. Transfer of Series B Notes. Subject to the limitations set forth below with respect to Series B Notes, any Series B Note may, in accordance with its terms, be transferred, upon the registration books required to be kept pursuant to the provisions of Section 4.03, by the person in whose name it is registered, in person or by his attorney duly authorized in writing, upon surrender of such Series B Note for cancellation at the Principal Corporate Trust Office of the Trustee, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Trustee.

Whenever any Series B Note or Series B Notes shall be surrendered for transfer, the County shall execute and the Trustee shall authenticate and deliver a new Series B Note or Series B Notes of any Authorized Denomination for a like aggregate principal amount. The Trustee shall require the Holder requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

Notwithstanding anything set forth herein to the contrary, Series B Notes may be transferred without limitation to any Affiliate of the Purchaser or to a trust or custodial arrangement established by the Purchaser or an Affiliate of the Purchaser, each of the beneficial owners of which are “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, and subject to the limitations, if any, set forth in the Purchase Agreement. Series B Notes may be transferred to another purchaser (other than an Affiliate of the Purchaser or a trust or custodial arrangement as described in the preceding sentence) if (i) written notice of such transfer, together with addresses and related information with respect to such purchaser, is delivered to the County and the Trustee by such transferor and (ii) such purchaser shall have delivered to the County, the Trustee and the transferor an Investor Letter in the form attached hereto as Exhibit B executed by a duly authorized officer of such purchaser; provided that each such purchaser shall constitute (1) a “qualified institutional buyer” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, and (2) a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus, determined as of the date of any transfer pursuant to this Section, of not less than \$5,000,000,000.

Section 4.02. Exchange of Series B Notes. Series B Notes may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of Series B Notes of any Authorized Denomination. The Trustee shall require the Holder requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange.

Section 4.03. Series B Note Register. The Trustee will keep or cause to be kept sufficient books for the registration, transfer and exchange of the Series B Notes, which shall be open to inspection by the County and the Purchaser upon reasonable advance notice and during normal business hours; and, upon presentation of any Series B Notes for such purpose, the

Trustee shall, under such reasonable procedures as it may prescribe, register, transfer or exchange, or cause to be registered, transferred or exchanged, such Series B Notes on such books as hereinabove provided. The County and the Trustee may treat and consider the Person in whose name each Series B Note is registered in the registration books kept by the Trustee as the absolute Holder of such Series B Note for the purpose of payment or prepayment of the principal or interest on such Series B Note, for the purpose of giving notices of prepayment and other matters with respect to such Series B Note, for the purpose of registering transfers with respect to such Series B Note and for all other purposes whatsoever, and the County and the Trustee shall not be affected by any notice to the contrary.

Section 4.04. Series B Notes Mutilated, Lost, Destroyed or Stolen. If any Series B Note shall become mutilated, the County, at the expense of the Holder of such Series B Note, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Series B Note of like tenor in exchange and substitution for the Series B Note so mutilated, but only upon surrender to the Trustee of the Series B Note so mutilated. Every mutilated Series B Note so surrendered to the Trustee shall be canceled by it in accordance with its customary procedures. If any Series B Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and the County, and if such evidence is satisfactory to each of them and indemnity satisfactory to the County and the Trustee shall be given to each of them, then, at the expense of the Holder, the County shall execute, and the Trustee shall thereupon authenticate and deliver, a new Series B Note of like tenor and series in lieu of and in substitution for the Series B Note so lost, destroyed or stolen; provided that if any such Series B Note shall have matured or shall be about to mature, instead of issuing a substitute Series B Note, the Trustee may pay the same without surrender thereof. The County may require payment by the Holder of a sum not exceeding the actual cost of preparing each new Series B Note issued under this Section and of the expenses (including fees of counsel) which may be incurred by the County and the Trustee. Any Series B Note issued under the provisions of this Section in lieu of any Series B Note alleged to be lost, destroyed or stolen shall constitute an original contractual obligation on the part of the County, and shall be entitled to the benefits of this Amended and Restated Fifth Supplemental Trust Agreement with all other Series B Notes secured by this Amended and Restated Fifth Supplemental Trust Agreement.

ARTICLE V

ACCELERATION

Section 5.01. Acceleration. If an Event of Default occurs hereunder or under the Purchase Agreement, the Purchaser by notice to the County (with a copy to the Trustee) may declare the principal of and accrued interest on the Series B Notes to be due and payable immediately. Upon any such declaration, the principal of and accrued interest on the Series B Notes shall be due and payable immediately. The Purchaser may rescind an acceleration and its consequences if any and all payment defaults have been cured, but no such rescission shall extend to or affect any other existing default for which acceleration has been declared or any subsequent default or defaults or impair any rights or remedies consequent thereon.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Terms of Series B Notes Subject to the Trust Agreement.

Except as in this Amended and Restated Fifth Supplemental Trust Agreement expressly provided, every term and condition contained in the Master Trust Agreement shall apply to this Amended and Restated Fifth Supplemental Trust Agreement and to the Series B Notes with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Amended and Restated Fifth Supplemental Trust Agreement.

This Amended and Restated Fifth Supplemental Trust Agreement and all the terms and provisions herein contained shall form part of the Master Trust Agreement as fully and with the same effect as if all such terms and provisions had been set forth in the Master Trust Agreement. The Master Trust Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

Section 6.02. Effective Date of Amended and Restated Fifth Supplemental Trust Agreement. This Amended and Restated Fifth Supplemental Trust Agreement shall take effect on July __, 2018.

Section 6.03. Execution in Counterparts. This Amended and Restated Fifth Supplemental Trust Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Fifth Supplemental Trust Agreement by their officers thereunto duly authorized as of the day and year first written above.

COUNTY OF ORANGE, CALIFORNIA

By: _____
Authorized Officer

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

EXHIBIT A**[FORM OF SERIES B NOTE]****COUNTY OF ORANGE
TEETER PLAN OBLIGATION NOTES, SERIES B**

No. _____

\$

**[THE TRANSFERABILITY OF THIS NOTE IS SUBJECT TO THE
LIMITATIONS SET FORTH IN THE
AMENDED AND RESTATED FIFTH SUPPLEMENTAL TRUST AGREEMENT]**

| | | | | |
|-----------------|------------------|-----------------|-----------------|--------------|
| <u>DATE OF</u> | <u>PRINCIPAL</u> | <u>MATURITY</u> | <u>INTEREST</u> | <u>CUSIP</u> |
| <u>DELIVERY</u> | <u>AMOUNT</u> | <u>DATE</u> | <u>RATE</u> | <u>NO.</u> |

REGISTERED
OWNER:

PRINCIPAL
AMOUNT:

The County of Orange (the "County") acknowledges itself indebted to, and for value received, hereby promises to pay pursuant to the Trust Agreement dated as of August 1, 2008 (as amended and supplemented, the "Trust Agreement"), by and between the County and U.S. Bank National Association, as trustee (the "Trustee"), to the registered owner specified above (the "Owner"), or to such Owner's registered assigns or personal representatives, at the principal office of the Trustee, the principal amount specified above on the Maturity Date specified above, together with interest thereon at the rate of ____ percent (___%) per annum from the Date of Delivery until _____, and thereafter at the [SIFMA Index Rate][Tax-Exempt LIBOR Index Rate] [Taxable LIBOR Index Rate] in accordance with the terms of the Trust Agreement, in like lawful money from the Date of Delivery specified above until payment in full of said principal sum. Interest shall be payable on the Interest Payment Dates specified in the Trust Agreement. Interest is calculated on the basis of a 365/366 day year and actual days elapsed, as specified in the Trust Agreement.

This Note is issued under and pursuant to the Trust Agreement, payable from the general purpose revenues of the County and secured by a pledge of Series A Taxes, as described in the Trust Agreement. By acceptance of this Note, the Owner consents to all the terms and conditions hereof, and of the Trust Agreement, a copy of which is on file with the County.

This Note may only be transferred in accordance with the terms of the Amended and Restated Fifth Supplemental Trust Agreement, dated as of July 1, 2018, by and between the County and the Trustee.

The County and the Trustee may deem and treat the Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal and interest due hereon and for all other purposes and neither the County nor the Trustee shall be affected by any notice to the contrary.

This shall not be valid or become obligatory for any purpose until the certificate of registration hereon shall have been signed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Trust Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the County of Orange has caused this Note to be executed in its name by the manual or facsimile signature of its Authorized Officer and countersigned by the manual or facsimile signature of the Clerk of the Board of Supervisors, and caused its official seal or a facsimile thereof to be affixed hereto.

COUNTY OF ORANGE

By _____
Authorized Officer

(SEAL)

COUNTERSIGNED:

Clerk of the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This is the Note described in the within-mentioned Trust Agreement, which Note has been authenticated on the date set forth below.

Date of Authentication: _____

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

EXHIBIT B
[INVESTOR LETTER]

_____, 20__

County of Orange
Hall of Administration
10 Civic Center Plaza, Third Floor
Santa Ana, California 92701

Re: County of Orange, California
Teeter Plan Obligation Notes, Series B

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our purchase of all of the above-referenced notes (the “Notes”), dated their date of issuance. The Notes were issued under and secured in the manner set forth pursuant to (i) a Trust Agreement dated as of August 1, 2008, between the County of Orange, California (the “County”) and U.S. Bank National Association (the “Trustee”) (the “Original Agreement”), and (ii) an Amended and Restated Fifth Supplemental Trust Agreement dated as of July 1, 2018, between the County and the Trustee (the “Supplemental Agreement” and together with the Original Agreement, the “Agreement”). [_____] (the “Purchaser,” the “undersigned,” “us” or “we,” as applicable) is purchasing the Notes pursuant to a Note Purchase and Reimbursement Agreement dated as of July 1, 2018, among the County and Wells Fargo Bank, National Association. We hereby represent and warrant to you and agree with you as follows:

1. We understand that the Notes have not been registered pursuant to the Securities Act of 1933, as amended (the “1933 Act”), the securities laws of any state nor has the Agreement been qualified pursuant to the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth therein. We acknowledge that the Notes (i) are not being registered or otherwise qualified for sale under the “blue sky” laws and regulations of any state, (ii) will not be listed on any securities exchange, and (iii) will not carry a rating from any rating service.

2. We have not offered, offered to sell, offered for sale or sold any of the Notes by means of any form of general solicitation or general advertising, and we are not an underwriter of the Notes within the meaning of Section 2(11) of the 1933 Act.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Notes.

4. We have authority to purchase the Notes and to execute this letter and any other instruments and documents required to be executed by the purchaser in connection with the purchase of the Notes.

5. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

6. The Purchaser is a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act and is a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus of not less than \$5,000,000,000 as of the date hereof, and is able to bear the economic risks of such investment.

7. The undersigned understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Notes. The undersigned has made its own inquiry and analysis with respect to the County, the Notes and the security therefor, and other material factors affecting the security for and payment of the Notes.

8. The undersigned acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the County, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the County, the Notes and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Notes.

9. The Notes are being acquired by the Purchaser for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Purchaser reserves the right to sell, transfer or redistribute the Notes, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person:

(a) that is an affiliate of the Purchaser;

(b) that is a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers; or

(c) that the Purchaser reasonably believes to be a qualified institutional buyer and a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any case, having a combined capital and surplus of not less than \$5,000,000,000 as of the date of such sale, transfer or distribution who executes an investor letter substantially in the form of this letter.

Very truly yours,

[_____]

By: _____

Name: _____

Title: _____