

ESCROW DEPOSIT AGREEMENT

This Escrow Deposit Agreement, dated as of January 1, 2018 (this “Agreement”), by and between the COUNTY OF ORANGE, CALIFORNIA, a political subdivision of the State of California organized and existing under and by virtue of the laws of the State of California (the “County”) and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as escrow agent hereunder (the “Escrow Agent”) and as successor trustee with respect to the Prior Bonds (the “Prior Bonds Trustee”).

WITNESSETH:

WHEREAS, the County has previously issued the several series of bonds for the County’s Newport Coast Phase IV Assessment District No. 01-1 (the “Assessment District No. 01-01”) pursuant to the Municipal Improvement Bond Act of 1913 (Division 12 of the California Streets and Highways Code) and the Improvement Bond Act of 1915 (Division 10 of the California Streets and Highways Code), including its (i) Newport Coast Phase IV Assessment District No. 01-1 Limited Obligation Improvement Bonds, Fixed Rate Series 2003 B (the “2003B Bonds”) in the total aggregate principal amount of \$6,675,000 of which \$4,135,000 remains outstanding, which were issued pursuant to an Indenture, dated as of August 1, 2003 (the “2003B Bonds Indenture”), by and between the County and Prior Bonds Trustee, (ii) Newport Coast Phase IV Assessment District No. 01-1 Limited Obligation Improvement Bonds, Group One (the “Group One Bonds”) in the total aggregate principal amount of \$18,670,000 of which \$11,605,000 remains outstanding, which were pursuant to the terms of an Indenture, dated as of February 1, 2003, by and between the County and the Prior Bonds Trustee, as supplemented and amended (as so amended and supplemented (the “Group Bonds Indenture”), including as supplemented by a First Supplemental Indenture, dated as of May 1, 2005, by and between the County and the Prior Trustee, (iii) Newport Coast Phase IV Assessment District No. 01-1 Limited Obligation Improvement Bonds, Group Two (the “Group Two Bonds”) in the total aggregate principal amount of \$11,655,000 of which \$7,485,000 remains outstanding, which were issued pursuant to the Group Bonds Indenture, as supplemented by a Second Supplemental Indenture, dated as of May 1, 2006, by and between the County and the Prior Bonds Trustee; and (iv) Newport Coast Phase IV Assessment District No. 01-1 Limited Obligation Improvement Bonds, Group Three (the “Group Three Bonds” and, together with the 2003B Bonds, the Group One Bonds and the Group Two Bonds, the “Prior Bonds”) in the total aggregate principal amount of \$13,680,000 of which \$9,165,000 remains outstanding, which were issued pursuant to the Group Bonds Indenture, as supplemented by a Fourth Supplemental Indenture, dated as of November 1, 2007, by and between the County and the Prior Bonds Trustee; and

WHEREAS, the Board of Supervisors of the County (the “Board of Supervisors”) has determined that it is in the best interests of the County and the owners of property within the Assessment District No. 01-01 that the Prior Bonds be defeased, refunded and redeemed, and that refunding bonds be issued pursuant to the Refunding Act of 1984 for 1915 Improvement Act Bonds, being Division 11.5 of the California Streets and Highways Code for that purpose; and,

WHEREAS, the County has authorized the issuance of refunding bonds pursuant to an Indenture of Trust, dated as of January 1, 2018, by and between the County and U.S. Bank National Association, as trustee, to be designated the “County of Orange Reassessment District No. 17-1R (Newport Coast Phase IV) Limited Obligation Improvement Refunding Bonds” (the “Refunding Bonds”) to finance, among other things, the refunding of the Prior Bonds; and

NOW, THEREFORE, in consideration of the mutual premises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows::

ARTICLE I

REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Each party hereto, as to itself and not as to the other party, hereby represents, warrants and agrees that:

Section 1.1 Authorization. The execution, delivery and performance of this Agreement by such party are within such party's respective powers and have been duly authorized by all necessary action of such party.

Section 1.2 No Conflict. (a) The County represents, warrants and agrees to its current actual knowledge that the execution, delivery and performance of this Agreement will not violate or conflict with (i) the 2003B Bonds Indenture, the Group Bonds Indenture, or any other agreement, indenture, mortgage, lease or other instrument to which the County is a party of by which it is bond or subject to; (ii) the Constitution or laws of the State of California; or (iii) any decisions, statutes, ordinances, rulings, directions, rules, regulations, orders, writs, decrees, injunctions, permits, certificates or other requirements of any court or other governmental or public entity with jurisdiction over the County or its operations. The Escrow Agent represents and warrants that the execution, delivery and performance of this Agreement will not violate or conflict with (i) the articles of association or bylaws of the Escrow Agent; and (ii) any decisions, statutes, ordinances, rulings, directions, rules, regulations, orders, writs, decrees, injunctions, permits, certificates or other requirements of any court or other governmental or public entity with jurisdiction over the trust powers and operation of the Escrow Agent.

Section 1.3 Binding Obligation. This Agreement has been duly executed by, and is a legally valid and binding obligation of each party, enforceable against such party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights, and by general principles of equity.

Section 1.4 Title to Moneys Deposited in Escrow. The County represents that the County has good, sufficient and legal title to the moneys deposited in the applicable Escrow Fund established hereunder free and clear of all liens other than those created hereby.

Section 1.5 Duties of Parties. The County hereby directs and the Escrow Agent accepts the duties set forth herein, in order that the Prior Bonds shall be effectively and legally defeased in accordance with their terms and applicable provisions of law. For this purpose, the County will deposit, and the Escrow Agent shall apply, proceeds of the sale of the Refunding Bonds as specified herein, and for no other purpose. The Escrow Agent hereby covenants and agrees to perform its duties set forth herein in accordance with the terms hereof.

ARTICLE II

ESTABLISHMENT OF ESCROW FUNDS

Section 2.1 Creation of Escrow Funds. The County hereby directs the Escrow Agent to establish (i) a special escrow fund to be designated as the "County of Orange Newport Coast Phase IV Assessment District No. 01-1 Limited Obligation Improvement Bonds, Fixed Rate Series 2003 B Escrow Fund" (the "2003B Escrow Fund"), into which the Escrow Agent shall deposit proceeds of the Refunding Bonds in the amount of \$_____, and monies transferred from the reserve fund for the 2003B Bonds established under the 2003B Bonds Indenture in the amount of \$_____, comprised of \$_____ in cash and \$_____ of which shall be invested in certain Federal Securities (as defined in the 2003B Bonds Indenture) as set forth in Schedule A hereto, which is incorporated herein by this reference; (ii) a special escrow fund to be designated as the "County of Orange Newport Coast Phase IV Assessment District No. 01-1 Limited Obligation Improvement Bonds,

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Group One Escrow Fund,” (the “Group One Escrow Fund”) into which the Escrow Agent shall deposit proceeds of the Refunding Bonds in the amount of \$_____, and monies transferred from the reserve fund for the Group One Bonds established under the Group Bonds Indenture in the amount of \$_____, comprised of \$_____ in cash and \$_____ of which shall be invested in certain Federal Securities (as defined in the Group Bonds Indenture) as set forth in Schedule A hereto, (iii) a special escrow fund to be designated as the “County of Orange Newport Coast Phase IV Assessment District No. 01-1 Limited Obligation Improvement Bonds, Group Two Escrow Fund,” (the “Group Two Escrow Fund”) into which the Escrow Agent shall deposit proceeds of the Refunding Bonds in the amount of \$_____, and monies transferred from the reserve fund for the Group Two Bonds established under the Group Bonds Indenture in the amount of \$_____, comprised of \$_____ in cash and \$_____ of which shall be invested in certain Federal Securities (as defined in the Group Bonds Indenture) as set forth in Schedule A hereto, and (iv) a special escrow fund to be designated as the “County of Orange Newport Coast Phase IV Assessment District No. 01-1 Limited Obligation Improvement Bonds, Group Three Escrow Fund,” (the “Group Three Escrow Fund”) into which the Escrow Agent shall deposit proceeds of the Refunding Bonds in the amount of \$_____, and monies transferred from the reserve fund for the Group Three Bonds established under the Group Bonds Indenture in the amount of \$_____, comprised of \$_____ in cash and \$_____ of which shall be invested in certain Federal Securities (as defined in the Group Bonds Indenture) as set forth in Schedule A hereto. The County hereby irrevocably directs the Escrow Agent to make the deposits and investments as set forth hereinabove.

Section 2.2 Terms of Indenture and Prior Bonds. Receipt is hereby acknowledged by the Escrow Agent of copies of the 2003B Bonds Indenture and the Group Bonds Indenture. Reference herein to, or citation herein of, any provision of the 2003B Bonds Indenture, the Group Bonds Indenture or the terms of the respective Prior Bonds shall be deemed to be incorporated as a part hereof in the same manner and with the same effect as if it or they were fully set forth herein.

Section 2.3 Permitted Investments. The County hereby irrevocably directs the Escrow Agent to take such actions as may be necessary to assure that the amount so deposited in the respective Escrow Fund shall be invested in non-callable Federal Securities (as defined in the 2003B Bonds Indenture or the Group Bonds Indenture, as applicable), as particularly set forth on Schedule A attached hereto and made a part hereof (the “Escrowed Securities”), so as to be available to pay the respective series of Prior Bonds on March 2, 2018, it being the intention of the County that the principal of and interest paid on such Escrowed Securities on deposit in the respective Escrow Fund, together with any uninvested cash on deposit therein, will be sufficient for such purposes, as of the date of calculation, and that such Escrowed Securities will mature, bear interest and be available to pay the redemption price of the respective Prior Bonds on March 2, 2018. The County hereby represents that such respective Escrowed Securities are comprised of Federal Securities. Any conflict in provisions respecting the defeasance of the 2003B Bonds between the foregoing and the 2003B Bonds Indenture shall be governed by the 2003B Bonds Indenture. Any conflict in provisions respecting the defeasance of the Group One Bonds, the Group Two Bonds or the Group Three Bonds between the foregoing and the Group Bonds Indenture shall be governed by the Group Bonds Indenture.

Section 2.4 Deposit of Moneys. The Escrow Agent hereby acknowledges receipt of the deposit of the moneys into the respective Escrow Fund as described in Section 2.1 hereof.

Section 2.5 Purpose of Deposit. The deposit by the County of the moneys into the respective Escrow Fund shall constitute an irrevocable deposit thereof for the uses and purposes specified in this Agreement and in the provisions of the 2003B Bonds Indenture or the Group Bonds Indenture, as applicable, and the respective series of Prior Bonds expressly referred to herein, and such moneys and Escrowed Securities, together with all interest thereon, shall be held and applied solely for such uses and purposes. Such moneys and Escrowed Securities, along with the proceeds of investment thereof, shall be held by the Escrow Agent separate and apart from all other funds and shall not be commingled with other moneys for any purpose.

Section 2.6 Investments; County Covenants. (a) Except as otherwise expressly provided in Sections 2.1 and 2.3, the Escrow Agent shall have no power or duty to invest any moneys held hereunder or to

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make substitutions of the Escrowed Securities held hereunder or to sell, transfer or otherwise dispose of the Escrowed Securities acquired hereunder, or to pay interest on any such moneys not required to be invested hereunder.

(b) The County hereby agrees that it will not take action or fail to take action which would (i) affect adversely the exclusion from gross income for federal income tax purposes of interest on the Prior Bonds or on the Refunding Bonds, or (ii) adversely affect the status of the Prior Bonds as being deemed no longer Outstanding under the 2003B Bonds Indenture or the Group Bonds Indenture, as applicable.

Section 2.7 Handling of Investment Proceeds. The County hereby directs the Escrow Agent to collect the matured principal of and payments of interest on the Escrowed Securities as the same become due and payable and deposit the same in the respective Escrow Fund. Not later than the date on which any payment on any of the Prior Bonds is required to be made, as set forth in Schedule B, or if such date is not a Business Day (being any day other than a Saturday or Sunday or a day on which the Escrow Agent and banks and trust companies located in New York, New York, or Los Angeles, California, are not authorized or required to remain closed and on which the New York Stock Exchange is open) then not later than the Business Day next succeeding such date, the Escrow Agent shall transmit, from the funds in the respective Escrow Fund, the applicable amount set forth in Schedule B attached hereto. The Escrow Agent may conclusively rely upon Schedule B with respect to all information set forth therein and may conclusively rely upon any written directions of the County with respect to any of the matters described in this paragraph.

If at any time it shall appear to the Escrow Agent that the money in the respective Escrow Fund, including the anticipated proceeds of the Escrowed Securities, will not be sufficient to make all payments required hereunder and under the terms of the Prior Bonds, the Escrow Agent shall give notice thereof to the County in accordance with Section 5.4 hereof of the amount of such deficiency and the County agrees to pay the amount of such deficiency into the respective Escrow Fund from any source of lawfully available moneys.

Any moneys held by the Escrow Agent for the payment and discharge of the principal or redemption price of or interest on any of the Prior Bonds which remain unclaimed for 18 months after the date when such payments have become due and payable, shall be paid to the County to be used for any of its lawful purposes and the Escrow Agent shall thereupon be released and discharged with respect thereto and the Owners of Prior Bonds shall look only to the County for the payment of the principal of or interest on such Prior Bonds.

Section 2.8 Notices to Owners of Prior Bonds. The County hereby irrevocably instructs the Escrow Agent (as Prior Bonds Trustee) to:

(1) provide, within three (3) business days of the date of deposit of amounts pursuant to Section 2.1 hereof, a notice substantially in the forms of Schedule C that an irrevocable deposit has been made with the Escrow Agent and that the respective series of Prior Bonds has been deemed to be paid in accordance with the 2003B Bonds Indenture or the Group Bonds Indenture, as applicable, (i) by registered or certified mail or by personal service to the registered owners of the respective series of Prior Bonds and to the Securities Depositories (as defined in the 2003B Bonds Indenture or the Group Bonds Indenture, as applicable), (ii) by mail to Moody's and Fitch (each as defined in the 2003B Bonds Indenture or the Group Bonds Indenture, as applicable), and (iii) by electronic means of communication to the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access System (referred to as "EMMA"), at www.emma.msrb.org; and

(2) provide, at least thirty (30) days but not more than sixty (60) days prior to March 2, 2018 (*i.e.*, the Redemption Date), a notice substantially in the form of Schedule D of the redemption of the respective series of Prior Bonds to be redeemed on such date (i) by registered or certified mail or by personal service to the registered owners of the respective series of Prior Bonds and to the Securities Depositories (as defined in the 2003B Bonds Indenture or the Group Bonds Indenture, as applicable), (ii) by mail to Moody's and Fitch (each as defined in the 2003B Bonds Indenture or the Group Bonds

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Indenture, as applicable), and (iii) by electronic means of communication to the MSRB through EMMA, all in accordance with the 2003B Bonds Indenture or the Group Bonds Indenture, as applicable.

The Escrow Agent hereby confirms that it will take all actions required to be taken by it under the 2003B Bonds Indenture or the Group Bonds Indenture, as applicable, and this Agreement in order to effectuate the defeasance, redemption and payment of the Prior Bonds as provided herein.

Section 2.9 Compensation; Indemnification. (a) The County agrees to pay and shall pay to the Escrow Agent as compensation in full for all services to be rendered by the Escrow Agent under this Agreement the amounts set forth in a separate schedule of fees and expenses, as modified from time to time in a writing between the County and the Escrow Agent and shall reimburse the Escrow Agent for its out-of-pocket expenses incurred hereunder. Any payment to the Escrow Agent pursuant to this Section shall be made from any moneys of the County lawfully available therefor, but the Escrow Agent shall have no lien whatsoever upon any of the moneys or Escrowed Securities in the respective Escrow Fund for any such payment.

(b) The County hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the County or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment hereunder of the respective Escrow Fund, the acceptance of the funds and securities deposited therein, the purchase of the Escrowed Securities, the retention of the Escrowed Securities or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the County shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligent or willful misconduct of the Escrow Agent's respective successors, assigns, agents and employees or the breach by the Escrow Agent of the terms of this Agreement. In no event shall the County or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this section. The indemnities contained in this section shall survive the termination of this Agreement.

Section 2.10 Books and Records; Limited Liability. The Escrow Agent agrees to maintain books and records for the respective Escrow Fund and to account separately for deposits therein, investments thereof, earnings thereon and losses (if any) with respect thereto. The Escrow Agent shall only act in accordance with the specific provisions set forth herein and shall not assume any implied duties or obligations hereunder.

The County acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the County the right to receive brokerage confirmations of security transactions as they occur, the County specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the County periodic cash transaction statements which shall include detail for all investment transactions made by the Escrow Agent hereunder.

The Escrow Agent shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Agreement unless the County shall have deposited sufficient funds therefor with the Escrow Agent. The Escrow Agent may rely and shall be protected in acting upon the written or oral instructions of authorized representatives of the County or of their respective agents relating to any matter or action undertaken as Escrow Agent under this Agreement.

The liability of the Escrow Agent for the payment of moneys as hereinabove set forth respecting the payment of the Prior Bonds shall be limited to the principal of and interest on the Escrowed Securities and other securities purchased hereunder. The Escrow Agent shall not be liable for any loss resulting from any

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investment, sale, transfer, prepayment, substitution or other disposition made pursuant to this Agreement in compliance with the provisions hereof or the sufficiency of the Escrowed Securities or any uninvested moneys held hereunder to accomplish the discharge of the Prior Bonds. The Escrow Agent shall not have any lien whatsoever upon any of the moneys deposited in accordance with Section 2.1 hereof for the payments of fees and expenses for services by it under this Agreement until after all payments required pursuant hereto in accordance herewith. The recitals of fact contained in the “whereas” clauses herein shall be taken as the statements of the County, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representations as to the sufficiency of the Escrowed Securities to be purchased pursuant hereto and any uninvested moneys to accomplish the refunding of the Prior Bonds or to the validity of this Agreement as to the County and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be bond counsel to the County, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be provided or established prior to taking, suffering, or omitting any action under this Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the County. The Escrow Agent undertakes such duties as are expressly set forth herein, and no implied duties or obligations of the Escrow Agent shall be read into this Agreement. The Escrow Agent may resign at any time upon 30 days’ written notice to the County.

The Escrow Agent 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 Escrow Agent may execute any of the duties 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. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent 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 Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

Any bank, corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the County elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent’s understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent’s

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reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The County agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

ARTICLE III

TERMINATION OF AGREEMENT

Section 3.1 Termination of Agreement. It is the intention of the County that the proceeds of the Escrowed Securities shall be applied on the dates and at the prices shown on Schedule B, to the payment of the Prior Bonds in accordance with their terms until the redemption date for the Prior Bonds. The Escrow Agent agrees to liquidate the Escrowed Securities in accordance with their terms and to apply the proceeds thereof to the payment of principal of and interest on the Prior Bonds as aforesaid; any moneys remaining in the respective Escrow Fund following such payment in whole on the redemption date shown on Schedule B shall, after payment of any amounts due the Escrow Agent, be transferred to the County. Upon the completion of such transfer, if any, this Agreement shall be terminated and of no further force or effect.

ARTICLE IV

FEES OF ESCROW AGENT

Section 4.1 Fees of Escrow Agent. The County shall pay to the Escrow Agent fees and expenses as are mutually agreed upon by the County and the Escrow Agent as and for payment in full for the services of the Escrow Agent as escrow agent hereunder, through and including the final redemption of the Prior Bonds as set forth herein.

It is also understood that the fee agreed upon for the services of the Escrow Agent hereunder shall be considered compensation for its ordinary services as contemplated by these instructions, but in the event that the conditions of this escrow are not promptly fulfilled or that the Escrow Agent renders any service hereunder not provided for in the foregoing instructions or that there is an assignment of any interest in the subject matter of this escrow, or modification hereof, or that any controversy arises hereunder or that the Escrow Agent is made a party to, or intervenes in, or, in good faith, interpleads in, any litigation pertaining to this escrow or the subject matter thereof, the Escrow Agent shall be reasonably compensated by the County for such extraordinary services and reimbursed for all costs and expenses, plus interest charged at the maximum rate permitted by law occasioned by such default, delay, controversy or litigation, including, without limitation, the fees and disbursements of legal counsel to the Escrow Agent.

Under no circumstances shall the Escrow Agent be entitled to assert a lien against the cash or Escrowed Securities held in the respective Escrow Fund to provide security for the payment of the fees described in this Section.

ARTICLE V

MISCELLANEOUS

Section 5.1 Severability of Provisions. If any one or more of the covenants or agreements provided in this Agreement on the part of the parties hereto to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

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Section 5.2 Execution in Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original and shall constitute and be but one and the same instrument.

Section 5.3 Applicable Law. This Agreement shall be governed by the laws of the State of California, applicable to contracts made and performed in said State.

Section 5.4 Notices. All notices, demands and formal actions under this Agreement shall be in writing and mailed, telegraphed or delivered to:

The County: County of Orange
333 West Santa Ana Blvd.
Santa Ana, California 92701
Attention: Public Finance Director

The Escrow Agent: U.S. Bank National Association
633 W. Fifth Street, 24th Floor
Los Angeles, California 90071
Attention: Global Corporate Trust Services

Section 5.5 Amendments. This Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the Owners of one hundred percent (100%) in aggregate principal amount of the Prior Bonds then unpaid as to principal shall have been filed with the Escrow Agent. This Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such Owners, but only: (i) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the County; (ii) to cure, correct or supplement any ambiguous or defective provision contained herein; or (iii) in regard to questions arising hereunder as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel provided to the Escrow Agent, shall not materially adversely affect the interests of the Owners of the Prior Bonds, and that such amendment will not cause interest on the Prior Bonds to become subject to inclusion in gross income for proposes of federal income taxation.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, the County has entered into this Escrow Deposit Agreement with the Escrow Agent as of the date first above written.

COUNTY OF ORANGE, CALIFORNIA

By: _____
Public Finance Director

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Agent

By: _____
Authorized Officer

SCHEDULE A

DESCRIPTION OF THE ESCROWED SECURITIES

[(Exhibits ___ and ___ from the Verification Report)]

SCHEDULE B

DEBT SERVICE REQUIREMENTS

[(Exhibit ___ and ___ from the Verification Report)]

SCHEDULE C

FORM OF NOTICE OF DEFEASANCE

**COUNTY OF ORANGE
Newport Coast Phase IV Assessment District No. 01-1
Limited Obligation Improvement Bonds
Fixed Rate Series 2003 B**

NOTICE IS HEREBY GIVEN to the owners of the above-captioned bonds (the “Bonds”) that the County of Orange, California (the “County”) has deposited with U.S. Bank National Association, as successor trustee for the Bonds (the “Trustee”), under the Indenture, dated as of August 1, 2003 (the “Indenture”), by and between the County and the Trustee, cash and noncallable direct general obligations of the United States of America and obligations of any agency, department or instrumentality of the United States of America the timely payment of principal of and interest on which are fully guaranteed by the United States of America, paying interest and principal in an amount which, together with the amounts held as cash, shall be sufficient to pay the redemption price (*i.e.*, 100% of the principal amount) of the \$4,135,000 principal amount of the Bonds on March 2, 2018 (the “Redemption Date”).

<u>Maturity Date</u> <u>(September 2)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number⁽¹⁾</u> <u>(684265)</u>
2018	\$165,000	5.400%	LK5
2019	175,000	5.500	LL3
2020	185,000	5.600	LM1
2021	195,000	5.650	LN9
2033	3,415,000	5.750	LP4

⁽¹⁾ Neither the County nor the Trustee shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Notice of Defeasance. It is included solely for the convenience of the Holders.

COUNTY OF ORANGE, CALIFORNIA

By: U.S. BANK NATIONAL ASSOCIATION,
as Trustee

FORM OF NOTICE OF DEFEASANCE

COUNTY OF ORANGE
Newport Coast Phase IV Assessment District No. 01-1
Limited Obligation Improvement Bonds
Group One

NOTICE IS HEREBY GIVEN to the owners of the above-captioned bonds (the “Bonds”) that the County of Orange, California (the “County”) has deposited with U.S. Bank National Association, as successor trustee for the Bonds (the “Trustee”), under the Indenture, dated as of February 1, 2003, by and between the County and the Trustee, as amended and supplemented, including by a First Supplemental Indenture, dated as of May 1, 2005 (collectively, the “Indenture”), cash and noncallable direct general obligations of the United States of America and obligations of any agency, department or instrumentality of the United States of America the timely payment of principal of and interest on which are fully guaranteed by the United States of America, paying interest and principal in an amount which, together with the amounts held as cash, shall be sufficient to pay the redemption price (*i.e.*, 100% of the principal amount) of the \$11,605,000 principal amount of outstanding Bonds on March 2, 2018 (the “Redemption Date”).

<u>Maturity Date</u> <u>(September 2)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number⁽¹⁾</u> <u>(684265)</u>
2018	\$ 485,000	4.625%	MS7
2019	500,000	4.750	MT5
2020	525,000	4.800	MU2
2028	5,440,000	5.000	MV0
2033	4,655,000	5.100	MW8

⁽¹⁾ Neither the County nor the Trustee shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Notice of Defeasance. It is included solely for the convenience of the Holders.

COUNTY OF ORANGE, CALIFORNIA

By: U.S. BANK NATIONAL ASSOCIATION,
as Trustee

FORM OF NOTICE OF DEFEASANCE

**COUNTY OF ORANGE
Newport Coast Phase IV Assessment District No. 01-1
Limited Obligation Improvement Bonds
Group Two**

NOTICE IS HEREBY GIVEN to the owners of the above-captioned bonds (the “Bonds”) that the County of Orange, California (the “County”) has deposited with U.S. Bank National Association, as successor trustee for the Bonds (the “Trustee”), under the Indenture, dated as of February 1, 2003, by and between the County and the Trustee, as amended and supplemented, including by a Second Supplemental Indenture, dated as of May 1, 2006 (collectively, the “Indenture”), cash and noncallable direct general obligations of the United States of America and obligations of any agency, department or instrumentality of the United States of America the timely payment of principal of and interest on which are fully guaranteed by the United States of America, paying interest and principal in an amount which, together with the amounts held as cash, shall be sufficient to pay the redemption price (*i.e.*, 100% of the principal amount) of the \$7,485,000 principal amount of outstanding Bonds on March 2, 2018 (the “Redemption Date”).

<u>Maturity Date</u> <u>(September 2)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number⁽¹⁾</u> <u>(684265)</u>
2018	\$ 315,000	4.850%	NJ6
2019	330,000	4.900	NK3
2020	350,000	4.950	NL1
2026	2,490,000	5.000	NM9
2033	4,000,000	5.050	NN7

⁽¹⁾ Neither the County nor the Trustee shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Notice of Defeasance. It is included solely for the convenience of the Holders.

COUNTY OF ORANGE, CALIFORNIA

By: U.S. BANK NATIONAL ASSOCIATION,
as Trustee

FORM OF NOTICE OF DEFEASANCE

**COUNTY OF ORANGE
Newport Coast Phase IV Assessment District No. 01-1
Limited Obligation Improvement Bonds
Group Three**

NOTICE IS HEREBY GIVEN to the owners of the above-captioned bonds (the “Bonds”) that the County of Orange, California (the “County”) has deposited with U.S. Bank National Association, as successor trustee for the Bonds (the “Trustee”), under the Indenture, dated as of February 1, 2003, by and between the County and the Trustee, as amended and supplemented, including by a Fourth Supplemental Indenture, dated as of November 1, 2017 (collectively, the “Indenture”), cash and noncallable direct general obligations of the United States of America and obligations of any agency, department or instrumentality of the United States of America the timely payment of principal of and interest on which are fully guaranteed by the United States of America, paying interest and principal in an amount which, together with the amounts held as cash, shall be sufficient to pay the redemption price (*i.e.*, 100% of the principal amount) of the \$9,165,000 principal amount of outstanding Bonds on March 2, 2018 (the “Redemption Date”).

<u>Maturity Date</u> <u>(September 2)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number⁽¹⁾</u> <u>(684265)</u>
2018	\$ 385,000	4.625%	NZ0
2019	405,000	4.750	PA3
2020	425,000	4.800	PB1
2021	450,000	5.000	PC9
2023	960,000	5.000	PD7
2027	2,315,000	5.100	PE5
2033	4,225,000	5.150	PF2

⁽¹⁾ Neither the County nor the Trustee shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Notice of Defeasance. It is included solely for the convenience of the Holders.

COUNTY OF ORANGE, CALIFORNIA

By: U.S. BANK NATIONAL ASSOCIATION,
as Trustee

SCHEDULE D

FORM OF NOTICE OF REDEMPTION TO THE OWNERS OF

**COUNTY OF ORANGE
Newport Coast Phase IV Assessment District No. 01-1
Limited Obligation Improvement Bonds
Fixed Rate Series 2003 B**

NOTICE IS HEREBY GIVEN to the owners of the above-captioned bonds (the “Bonds”) that, pursuant to the Indenture, dated as of August 1, 2003, by and between the County of Orange, California (the “County”) and U.S. Bank National Association, as successor trustee for the Bonds (the “Trustee”), the County has directed the Trustee to call for redemption, on March 2, 2018 (the “Redemption Date”), all of the outstanding Bonds, all as more fully identified below:

<u>Maturity Date</u> <u>(September 2)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number⁽¹⁾</u> <u>(684265)</u>
2018	\$165,000	5.400%	LK5
2019	175,000	5.500	LL3
2020	185,000	5.600	LM1
2021	195,000	5.650	LN9
2033	3,415,000	5.750	LP4

⁽¹⁾ Neither the County nor the Trustee shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Notice of Redemption. It is included solely for the convenience of the Holders.

On March 2, 2018, the Bonds to be redeemed will be payable at a redemption price of 100% of the principal amount together with interest accrued thereon to (but not including) the Redemption Date. On the Redemption Date, if the deposit of moneys has been made as provided above, there shall become due and payable upon each Bond to be redeemed, to the person whose name appears on the registration books of the Trustee as the registered owner thereof, the redemption price thereof as set forth above. From and after the Redemption Date, interest on the Bonds to be redeemed will cease to accrue.

On March 2, 2018, all of the Bonds to be redeemed will become due and payable at the redemption price aforesaid, and payment will be made upon presentation and surrender to the Trustee for the Bonds at:

If by Mail:
U.S. Bank National Association
Global Corporate Trust Services
111 Fillmore Ave. E
St. Paul, MN 55107

If by Hand or Overnight Mail:
U.S. Bank National Association
Global Corporate Trust Services
111 Fillmore Ave. E
St. Paul, MN 55107

1-800-934-6802

Bondholders presenting their bonds in person for same day payment must surrender their bond(s) by 1:00 P.M. CST on the Redemption Date and a check will be available for pick up after 2:00 P.M. CST. Checks not picked up by 4:30 P.M. will be mailed out to the bondholder via first class mail. If payment of the redemption price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the redemption price.

[PURSUANT TO THE TERMS OF THE INDENTURE, MONEYS SUFFICIENT FOR PAYMENT OF THE REDEMPTION PRICE MUST BE DEPOSITED WITH THE TRUSTEE ON OR BEFORE THE REDEMPTION DATE IN ORDER FOR THE BONDS TO BECOME DUE AND PAYABLE ON THE REDEMPTION DATE AND THE REDEMPTION OF THE BONDS ON THE REDEMPTION DATE IS EXPRESSLY CONDITIONAL UPON THE TIMELY DEPOSIT OF SUCH MONEYS. THE COUNTY EXPECTS TO DEPOSIT ON OR BEFORE THE REDEMPTION DATE MONEYS TO PAY IN FULL THE REDEMPTION PRICE OF THE BONDS. IF FOR ANY REASON THE COUNTY DOES NOT DEPOSIT ON OR BEFORE THE REDEMPTION DATE SUFFICIENT MONEYS TO PAY THE REDEMPTION PRICE OF THE BONDS, THIS NOTICE OF REDEMPTION WILL BE AUTOMATICALLY CANCELLED AND ANNULLED AND THE BONDS SHALL REMAIN OUTSTANDING PURSUANT TO THE INDENTURE. IN SUCH EVENT, ANY BONDS PRESENTED FOR PAYMENT (AS PROVIDED ABOVE) WILL BE RETURNED.]

REQUIREMENT INFORMATION

For a list of redemption requirements please visit our website at www.usbank.com/corporatetrust and click on the “Bondholder Information” link.

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the “Act”), 28% will be withheld if tax identification number is not properly certified.

DATED: _____, 2018

By: U.S. Bank National Association
As Trustee

**FORM OF NOTICE OF REDEMPTION TO THE OWNERS OF
COUNTY OF ORANGE
Newport Coast Phase IV Assessment District No. 01-1
Limited Obligation Improvement Bonds
Group One**

NOTICE IS HEREBY GIVEN to the owners of the above-captioned bonds (the “Bonds”) that, pursuant to the Indenture, dated as of August 1, 2003, by and between the County of Orange, California (the “County”) and U.S. Bank National Association, as successor trustee for the Bonds, as amended and supplemented, including by the First Supplemental Indenture, dated as of May 1, 2005, by and between the County and the Trustee (collectively, the “Indenture”), the County has directed the Trustee to call for redemption, on March 2, 2018 (the “Redemption Date”), all of the outstanding Bonds, all as more fully identified below:

<u>Maturity Date</u> <u>(September 2)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number⁽¹⁾</u> <u>(684265)</u>
2018	\$ 485,000	4.625%	MS7
2019	500,000	4.750	MT5
2020	525,000	4.800	MU2
2028	5,440,000	5.000	MV0
2033	4,655,000	5.100	MW8

⁽¹⁾ Neither the County nor the Trustee shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Notice of Redemption. It is included solely for the convenience of the Holders.

On March 2, 2018, the Bonds to be redeemed will be payable at a redemption price of 100% of the principal amount together with interest accrued thereon to (but not including) the Redemption Date. On the Redemption Date, if the deposit of moneys has been made as provided above, there shall become due and payable upon each Bond to be redeemed, to the person whose name appears on the registration books of the Trustee as the registered owner thereof, the redemption price thereof as set forth above. From and after the Redemption Date, interest on the Bonds to be redeemed will cease to accrue.

On March 2, 2018, all of the Bonds to be redeemed will become due and payable at the redemption price aforesaid, and payment will be made upon presentation and surrender to the Trustee for the Bonds at:

If by Mail:

U.S. Bank National Association
Global Corporate Trust Services
111 Fillmore Ave. E
St. Paul, MN 55107

If by Hand or Overnight Mail:

U.S. Bank National Association
Global Corporate Trust Services
111 Fillmore Ave. E
St. Paul, MN 55107

1-800-934-6802

Bondholders presenting their bonds in person for same day payment must surrender their bond(s) by 1:00 P.M. CST on the Redemption Date and a check will be available for pick up after 2:00 P.M. CST. Checks not picked up by 4:30 P.M. will be mailed out to the bondholder via first class mail. If payment of the redemption price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the redemption price.

PURSUANT TO THE TERMS OF THE INDENTURE, MONEYS SUFFICIENT FOR PAYMENT OF THE REDEMPTION PRICE MUST BE DEPOSITED WITH THE TRUSTEE ON OR BEFORE THE REDEMPTION DATE IN ORDER FOR THE BONDS TO BECOME DUE AND PAYABLE ON THE REDEMPTION DATE AND THE REDEMPTION OF THE BONDS ON THE REDEMPTION DATE

IS EXPRESSLY CONDITIONAL UPON THE TIMELY DEPOSIT OF SUCH MONEYS. THE COUNTY EXPECTS TO DEPOSIT ON OR BEFORE THE REDEMPTION DATE MONEYS TO PAY IN FULL THE REDEMPTION PRICE OF THE BONDS. IF FOR ANY REASON THE COUNTY DOES NOT DEPOSIT ON OR BEFORE THE REDEMPTION DATE SUFFICIENT MONEYS TO PAY THE REDEMPTION PRICE OF THE BONDS, THIS NOTICE OF REDEMPTION WILL BE AUTOMATICALLY CANCELLED AND ANNULLED AND THE BONDS SHALL REMAIN OUTSTANDING PURSUANT TO THE INDENTURE. IN SUCH EVENT, ANY BONDS PRESENTED FOR PAYMENT (AS PROVIDED ABOVE) WILL BE RETURNED.

REQUIREMENT INFORMATION

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IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the “Act”), 28% will be withheld if tax identification number is not properly certified.

DATED: _____, 2018

By: U.S. Bank National Association
As Trustee

FORM OF NOTICE OF REDEMPTION TO THE OWNERS OF
COUNTY OF ORANGE
Newport Coast Phase IV Assessment District No. 01-1
Limited Obligation Improvement Bonds
Group Two

NOTICE IS HEREBY GIVEN to the owners of the above-captioned bonds (the “Bonds”) that, pursuant to the Indenture, dated as of August 1, 2003, by and between the County of Orange, California (the “County”) and U.S. Bank National Association, as successor trustee for the Bonds, as amended and supplemented, including by the Second Supplemental Indenture, dated as of May 1, 2006, by and between the County and the Trustee (collectively, the “Indenture”), the County has directed the Trustee to call for redemption, on March 2, 2018 (the “Redemption Date”), all of the outstanding Bonds, all as more fully identified below:

<u>Maturity Date</u> <u>(September 2)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number⁽¹⁾</u> <u>(684265)</u>
2018	\$ 315,000	4.850%	NJ6
2019	330,000	4.900	NK3
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2026	2,490,000	5.000	NM9
2033	4,000,000	5.050	NN7

⁽¹⁾ Neither the County nor the Trustee shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Notice of Redemption. It is included solely for the convenience of the Holders.

On March 2, 2018, the Bonds to be redeemed will be payable at a redemption price of 100% of the principal amount together with interest accrued thereon to (but not including) the Redemption Date. On the Redemption Date, if the deposit of moneys has been made as provided above, there shall become due and payable upon each Bond to be redeemed, to the person whose name appears on the registration books of the Trustee as the registered owner thereof, the redemption price thereof as set forth above. From and after the Redemption Date, interest on the Bonds to be redeemed will cease to accrue.

On March 2, 2018, all of the Bonds to be redeemed will become due and payable at the redemption price aforesaid, and payment will be made upon presentation and surrender to the Trustee for the Bonds at:

<u>If by Mail:</u>	<u>If by Hand or Overnight Mail:</u>
U.S. Bank National Association	U.S. Bank National Association
Global Corporate Trust Services	Global Corporate Trust Services
111 Fillmore Ave. E	111 Fillmore Ave. E
St. Paul, MN 55107	St. Paul, MN 55107

1-800-934-6802

Bondholders presenting their bonds in person for same day payment must surrender their bond(s) by 1:00 P.M. CST on the Redemption Date and a check will be available for pick up after 2:00 P.M. CST. Checks not picked up by 4:30 P.M. will be mailed out to the bondholder via first class mail. If payment of the redemption price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the redemption price.

PURSUANT TO THE TERMS OF THE INDENTURE, MONEYS SUFFICIENT FOR PAYMENT OF THE REDEMPTION PRICE MUST BE DEPOSITED WITH THE TRUSTEE ON OR BEFORE THE

REDEMPTION DATE IN ORDER FOR THE BONDS TO BECOME DUE AND PAYABLE ON THE REDEMPTION DATE AND THE REDEMPTION OF THE BONDS ON THE REDEMPTION DATE IS EXPRESSLY CONDITIONAL UPON THE TIMELY DEPOSIT OF SUCH MONEYS. THE COUNTY EXPECTS TO DEPOSIT ON OR BEFORE THE REDEMPTION DATE MONEYS TO PAY IN FULL THE REDEMPTION PRICE OF THE BONDS. IF FOR ANY REASON THE COUNTY DOES NOT DEPOSIT ON OR BEFORE THE REDEMPTION DATE SUFFICIENT MONEYS TO PAY THE REDEMPTION PRICE OF THE BONDS, THIS NOTICE OF REDEMPTION WILL BE AUTOMATICALLY CANCELLED AND ANNULLED AND THE BONDS SHALL REMAIN OUTSTANDING PURSUANT TO THE INDENTURE. IN SUCH EVENT, ANY BONDS PRESENTED FOR PAYMENT (AS PROVIDED ABOVE) WILL BE RETURNED.

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DATED: _____, 2018

By: U.S. Bank National Association
As Trustee

COUNTY OF ORANGE
Newport Coast Phase IV Assessment District No. 01-1
Limited Obligation Improvement Bonds
Group Three

NOTICE IS HEREBY GIVEN to the owners of the above-captioned bonds (the “Bonds”) that, pursuant to the Indenture, dated as of August 1, 2003, by and between the County of Orange, California (the “County”) and U.S. Bank National Association, as successor trustee for the Bonds as amended and supplemented, including by the Fourth Supplemental Indenture, dated as of dated as of November 1, 2007, by and between the County and the Trustee (collectively, the “Indenture”), the County has directed the Trustee to call for redemption, on March 2, 2018 (the “Redemption Date”), all of the outstanding Bonds, all as more fully identified below:

<u>Maturity Date</u> <u>(September 2)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number⁽¹⁾</u> <u>(684265)</u>
2018	\$ 385,000	4.625%	NZ0
2019	405,000	4.750	PA3
2020	425,000	4.800	PB1
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2023	960,000	5.000	PD7
2027	2,315,000	5.100	PE5
2033	4,225,000	5.150	PF2

⁽¹⁾ Neither the County nor the Trustee shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Notice of Redemption. It is included solely for the convenience of the Holders.

On March 2, 2018, the Bonds to be redeemed will be payable at a redemption price of 100% of the principal amount together with interest accrued thereon to (but not including) the Redemption Date. On the Redemption Date, if the deposit of moneys has been made as provided above, there shall become due and payable upon each Bond to be redeemed, to the person whose name appears on the registration books of the Trustee as the registered owner thereof, the redemption price thereof as set forth above. From and after the Redemption Date, interest on the Bonds to be redeemed will cease to accrue.

On March 2, 2018, all of the Bonds to be redeemed will become due and payable at the redemption price aforesaid, and payment will be made upon presentation and surrender to the Trustee for the Bonds at:

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St. Paul, MN 55107	St. Paul, MN 55107

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REQUIREMENT INFORMATION

For a list of redemption requirements please visit our website at www.usbank.com/corporatetrust and click on the "Bondholder Information" link.

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

DATED: _____, 2018

By: U.S. Bank National Association
As Trustee