

**SECOND AMENDED AND RESTATED FEE AND INTEREST RATE AGREEMENT
DATED JULY 16, 2018
(THE “*EXTENSION DATE*”)**

Reference is hereby made to the (i) Amended and Restated Note Purchase and Reimbursement Agreement dated as of July 1, 2018 (as amended, supplemented or otherwise modified from time to time, the “*Agreement*”), between the COUNTY OF ORANGE, CALIFORNIA (the “*County*”) and WELLS FARGO BANK, NATIONAL ASSOCIATION (the “*Purchaser*”), relating to the County of Orange Teeter Plan Obligations Notes, Series B (the “*Notes*”), and (ii) Amended and Restated Fee and Interest Rate Agreement dated January 29, 2016 (the “*Existing Fee and Interest Rate Agreement*”), among the County, the Purchaser and Wells Fargo Municipal Capital Strategies, LLC.

The County has requested that the Purchaser agree to certain amendments to the Existing Fee and Interest Rate Agreement, and the Purchaser has agreed to such amendments. For the sake of clarity and convenience, the parties hereto wish to amend and restate the Existing Fee and Interest Rate Agreement in its entirety in the form of this Second Amended and Restated Fee and Interest Rate Agreement. The purpose of this Second Amended and Restated Fee and Interest Rate Agreement is to confirm the agreement between the Purchaser and the County with respect to the Commitment Fees (as defined below) and certain other fees and interest rates payable by the County to the Purchaser. This Second Amended and Restated Fee and Interest Rate Agreement is the Fee and Interest Rate Agreement referenced in the Agreement.

ARTICLE I. DEFINITIONS.

As used in this Second Amended and Restated Fee and Interest Rate Agreement:

(a) “*Base Rate*” means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time *plus* one percent (1.0%), (ii) the Federal Funds Rate in effect at such time *plus* two percent (2.0%), and (iii) seven percent (7.0%).

(b) “*Commitment Fee*” has the meaning set forth in Section 2.1 hereof.

(c) “*Default Rate*” means, for any day, a rate of interest per annum equal to the sum of the Base Rate in effect on such day plus three percent (3.0%).

(d) “*Federal Funds Rate*” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that: (a) if such day is not a Business Day, then the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day; and (b) if no such rate is so published on such next succeeding Business Day, then the Federal Funds Rate for such day shall be the

average rate (rounded upward, if necessary, to a whole multiple of one-hundredth of one percent) charged to the Purchaser on such day on such transactions as determined by the Purchaser. Notwithstanding anything herein to the contrary, if the Federal Funds Rate as determined as provided above would be less than zero percent (0.0%), then the Federal Funds Rate shall be deemed to be zero percent (0.0%).

(e) “*Prime Rate*” means on any day, the rate of interest per annum then most recently established by the Purchaser as its “prime rate.” Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Purchaser to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that the Purchaser may make various business or other loans at rates of interest having no relationship to such rate. If the Purchaser ceases to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported. Notwithstanding anything herein to the contrary, if the Prime Rate determined as provided above would be less than zero percent (0.0%), then the Prime Rate shall be deemed to be zero percent (0.0%).

(f) “*Reduction Fee*” means an amount equal to the product of (A) the Applicable Spread in effect on the date of the permanent reduction of the Commitment pursuant to Section 2.01(h)(i) of the Agreement, (B) the difference between (x) the Available Commitment (without regard to any reductions thereto that may become subject to reinstatement) prior to such permanent reduction and (y) Available Commitment (without regard to any reductions thereto that may become subject to reinstatement) after such permanent reduction and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such permanent reduction to and including the one year anniversary of the Extension Date, and the denominator of which is 360.

(g) “*Termination Fee*” means an amount equal to the product of (A) the Applicable Spread in effect on the date of termination of the Commitment pursuant to Section 2.01(h)(ii) of the Agreement, (B) the difference between (x) \$100,000,000 and (y) the principal amount of any permanent reduction to such Commitment amount occurring after the Extension Date for which a Reduction Fee has been paid to the Purchaser and (C) a fraction, the numerator of which is equal to the number of days from and including the date of termination to and including the one year anniversary of the Extension Date, and the denominator of which is 360.

Any capitalized terms used herein that are not specifically defined herein shall have the same meanings herein as in the Agreement.

ARTICLE II. FEES.

Section 2.1. Commitment Fees. The County agrees to pay to the Purchaser a nonrefundable annual fee (the “*Commitment Fee*”) accruing at a rate of 25 basis points (0.25%) per annum on the daily Available Commitment, which is subject to maintenance of the current County Rating. In the event of a change in the County Rating 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 below, the Commitment Fee shall be the number of basis points set forth in the Level associated with the two equivalent County Ratings as set forth in the following schedule, (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 below, the Commitment Fee 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 below, (iii) only two Rating Agencies then provide a County Rating, the Commitment Fee 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 below and (iv) only one Rating Agency then provides a County Rating, the Commitment Fee shall be calculated based on the number of basis points set forth in the Level associated with such County Ratings as set forth in the following schedule:

	County Rating			Commitment Fee basis points (%)
	Moody’s	S&P	Fitch	
Level I	Aa3 or higher	AA- or higher	AA- or higher	25 (0.25%)
Level II	A1	A+	A+	30 (0.30%)
Level III	A2	A	A	40 (0.40%)
Level IV	A3	A-	A-	50 (0.50%)
Level V	Baa1	BBB+	BBB+	60 (0.60%)
Level VI	Baa2	BBB	BBB	85 (0.85%)
Level VII	Baa3	BBB-	BBB-	120 (1.20%)

The Commitment Fee shall be payable quarterly in arrears on the first Business Day of each January, April, July and October of each calendar year (beginning on the first such date to occur after the Extension Date) and on the Commitment Expiration Date, or such earlier date on which the Commitment may be terminated in accordance with the terms of this Agreement. The Commitment Fee shall be calculated on the basis of 360-day year and actual days elapsed; *provided, however*, that in the event that any County Rating is suspended, withdrawn, or otherwise unavailable from any Rating Agency, any County Rating is reduced below “*Baa3*,” “*BBB-*” or “*BBB-*” by any of Moody’s, S&P or Fitch, respectively, or upon the occurrence of and during the continuance of an Event of Default, the Commitment Fee shall increase by 150

basis points above the Commitment Fee that would otherwise be in effect absent such suspension, withdrawal, unavailability or reduction of the County Rating or occurrence of the Event of Default. All Commitment Fees accrued through but not including the Extension Date shall be payable to the Purchaser in accordance with the Existing Fee and Interest Rate Agreement and shall be payable in full on October 1, 2018..

Section 2.2. Termination or Reduction Fee. The County shall pay to the Purchaser a Reduction Fee or Termination Fee in connection with each permanent reduction or termination of the Available Commitment or Commitment, as applicable, pursuant to Section 2.01(h) of the Agreement occurring after the date hereof and prior to the first anniversary of the Extension Date, in an amount equal to the Reduction Fee or Termination Fee, as applicable, payable on the date of such termination or each such reduction. Notwithstanding the foregoing or any provision in the Agreement to the contrary, the County may terminate or permanently reduce the Available Commitment or the Commitment at any time without payment of the Termination Fee or Reduction Fee, as applicable, in the event the Available Commitment or the Commitment is terminated or permanently reduced as a result of (i) the Purchaser imposing increased costs on the County pursuant to Section 3.05 of the Agreement, (ii) the interest rate on the Tax-Exempt Notes being increased solely as a result of a change in the Margin Rate Factor (as defined in the Supplemental Trust Agreement) or (iii) after the date on which any Tax-Exempt Notes are issued, such Notes subsequently bear interest at the Taxable Rate.

ARTICLE III. MISCELLANEOUS.

Section 3.1. Amendments. No amendment to this Second Amended and Restated Fee and Interest Rate Agreement shall become effective without the prior written consent of the County and the Purchaser.

Section 3.2. Governing Law. THIS SECOND AMENDED AND RESTATED FEE AND INTEREST RATE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

Section 3.3. Counterparts. This Second Amended and Restated Fee and Interest Rate Agreement may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement and any of the parties hereto may execute this Second Amended and Restated Fee and Interest Rate Agreement by signing any such counterpart. This Second Amended and Restated Fee and Interest Rate Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by attaching a pdf copy to an email, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

Section 3.4. Severability. Any provision of this Second Amended and Restated Fee and Interest Rate Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 3.5. Amended and Restated Fee Letter. This Second Amended and Restated Fee and Interest Rate Agreement amends and restates in its entirety the Existing Fee and Interest Rate Agreement but is not intended to be or operate as a novation or an accord and satisfaction of the Existing Fee and Interest Rate Agreement or the indebtedness, obligations and liabilities of the County evidenced or provided for thereunder. Reference to this specific Second Amended and Restated Fee and Interest Rate Agreement need not be made in any agreement, document, instrument, letter, certificate, the Agreement or the Existing Fee and Interest Rate Agreement, or any communication issued or made pursuant to or with respect to the Existing Fee and Interest Rate Agreement, any reference to the Existing Fee and Interest Rate Agreement being sufficient to refer to the Existing Fee and Interest Rate Agreement as amended and restated hereby, and more specifically, any and all references to the “Fee and Interest Rate Agreement” in the Agreement shall mean this Second Amended and Restated Fee and Interest Rate Agreement.

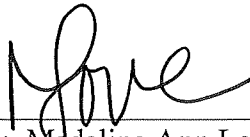
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Fee and Interest Rate Agreement to be duly executed and delivered by their respective representatives thereunto duly authorized as of the date first set forth above.

COUNTY OF ORANGE, CALIFORNIA

By: Suzanne Luster
Name: Suzanne Luster
Title: Public Finance Director

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:  _____
Name: Madaline Ann Love
Title: Senior Vice President