

## **ESCROW AGREEMENT (2010 CERTIFICATES)**

THIS ESCROW AGREEMENT (2010 CERTIFICATES), dated as of June 1, 2018 (the “Agreement”), by and between the Del Paso Manor Water District (the “District”) and The Bank of New York Mellon Trust Company, N.A. , as escrow agent (the “Escrow Agent”), is entered into in accordance with Resolution No. \_\_\_ of the District adopted on June 4, 2018 and a Trust Agreement, dated as of August 1, 2010 (the “2010 Trust Agreement”), by and among CSDA Finance Corporation (the “Corporation”), The Bank of New York Mellon Trust Company, N.A. (the “2010 Trustee”), and the District, to refund all of the outstanding Del Paso Manor Water District Revenue Certificates of Participation (Phase I Improvement Project) Series 2010 (the “Refunded 2010 Certificates”).

### **W I T N E S S E T H:**

WHEREAS, the District previously authorized the execution and delivery of the Refunded 2010 Certificates pursuant to the 2010 Trust Agreement;

WHEREAS, the District has determined, from proceeds received by the District pursuant to an Installment Purchase Contract, dated as of June 1, 2018, between the District and the Corporation and from certain other moneys transferred from the [Installment Payment Fund and Reserve Fund] each established under the 2010 Trust Agreement by the 2010 Trustee, to prepay on July 1, 2020 (the “Prepayment Date”), the principal amount with respect to the Refunded 2010 Certificates maturing after the Prepayment Date, together with accrued interest thereon to the Prepayment Date, without premium (the “Prepayment Price”); and

WHEREAS, the District will irrevocably deposit with the Escrow Agent moneys (as permitted by, in the manner prescribed by, and all in accordance with the 2010 Trust Agreement), which moneys will be used to purchase direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, fully and unconditionally guaranteed as to timely payment of interest and principal described on Schedule A hereto (the “Federal Securities”), which Federal Securities satisfy the criteria for “Defeasance Obligations” set forth in Section 9.01 of the 2010 Trust Agreement, provided the principal of and the interest on which when paid will provide money which, together with the moneys deposited with the Escrow Agent at the same time pursuant to this Agreement, will be fully sufficient to pay and discharge the Refunded 2010 Certificates;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the District and the Escrow Agent agree as follows:

**SECTION 1. Deposit of Moneys.** The District hereby instructs the Escrow Agent to deposit \$\_\_\_\_\_ received from the District and \$\_\_\_\_\_ of moneys transferred by the 2010 Trustee from the [Installment Payment Fund and Reserve Fund] established under the 2010 Trust Agreement to the Escrow Agent for deposit in the Escrow Fund established hereunder. The Escrow Agent shall hold all such amounts in irrevocable escrow separate and apart from other funds of the District and the Escrow Agent in a fund hereby created and established to be known as the “Escrow Fund” and to be applied solely as provided in this Agreement. The District represents that the moneys set forth above are at least equal to an amount sufficient to purchase the Federal Securities listed in Schedule A hereto, and to hold \$\_\_\_\_\_ uninvested as cash.

SECTION 2. Investment of Moneys. The Escrow Agent acknowledges receipt of the moneys described in Section 1 and agrees immediately to invest such moneys in the Federal Securities listed on Schedule A hereto and to deposit such Federal Securities in the Escrow Fund. The Escrow Agent shall be entitled to rely upon the conclusion of Causey Demgen & Moore P.C. (the "Verification Agent"), that the Federal Securities listed on Schedule A hereto mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be sufficient to (i) pay the principal of and interest on the outstanding Refunded 2010 Certificates due on or before the Prepayment Date, and (ii) pay on the Prepayment Date the Prepayment Price of the Refunded 2010 Certificates maturing after the Prepayment Date. If the Escrow Agent learns that the Department of the Treasury or the Bureau of Fiscal Service will not, for any reason, accept a subscription of state and local government series securities ("SLGS") that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the District with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the District. In the absence of investment instructions from the District, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the District's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

SECTION 3. Investment of Any Remaining Moneys. At the written direction of the District, the Escrow Agent shall reinvest any other amount of principal and interest, or any portion thereof, received from the Federal Securities prior to the date on which such payment is required for the purposes set forth herein, in noncallable Federal Securities maturing not later than the date on which such payment or portion thereof is required for the purposes set forth in Section 5, as verified in a report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to (i) pay the principal of and interest on the outstanding Refunded 2010 Certificates due on or before the Prepayment Date, and (ii) pay on the Prepayment Date the Prepayment Price of the Refunded 2010 Certificates maturing after the Prepayment Date, and provided that the District has obtained and delivered to the Escrow Agent an unqualified opinion of Nossaman LLP, that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest portion of the Installment Payments (as such term is defined in the 2010 Trust Agreement) in connection with the Refunded 2010 Certificates. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 3 which are not required for the purposes set forth in Section 5, as verified in the letter of the Verification Agent originally obtained by the District with respect to the refunding of the Refunded 2010 Certificates or in any other report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of tax-exempt obligations of political subdivisions, shall be paid to the Agency promptly upon the receipt of such interest income by the Escrow Agent. The determination of the District as to whether an accountant qualifies under this Escrow Agreement shall be conclusive.

SECTION 4. Substitution of Securities. Upon the written request of the District, and subject to the conditions and limitations herein set forth and applicable governmental rules and

regulations, the Escrow Agent shall sell, redeem or otherwise dispose of the Federal Securities, provided that there are substituted therefor from the proceeds of the Federal Securities other Federal Securities, but only after the District has obtained and delivered to the Escrow Agent: (i) an unqualified opinion of Nossaman LLP, to the effect that the substitution of securities is permitted under the legal documents in effect with respect to the Refunded 2010 Certificates and that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest portion of the Installment Payments in connection with the Refunded 2010 Certificates; and (ii) a report by a firm of independent certified public accountants to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to (a) pay the principal of and interest on the outstanding Refunded 2010 Certificates due on or before the Prepayment Date, and (b) pay on the Prepayment Date the Prepayment Price of the Refunded 2010 Certificates maturing after the Prepayment Date. The Escrow Agent shall not be liable or responsible for any loss resulting from any reinvestment made pursuant to this Agreement and in full compliance with the provisions hereof.

SECTION 5. Payment of Refunded 2010 Certificates.

(a) Payment. From the maturing principal of the Federal Securities and the investment income and other earnings thereon and other moneys on deposit in the Escrow Fund, the Escrow Agent shall (i) pay the principal of and interest on the outstanding Refunded 2010 Certificates due on or before the Prepayment Date, and (ii) pay on the Prepayment Date the Prepayment Price of the Refunded 2010 Certificates maturing after the Prepayment Date.

(b) Irrevocable Instructions to Provide Notice. The form of the notice of prepayment required to be provided pursuant to Section 4.03 of the 2010 Trust Agreement is substantially in the form attached hereto as Exhibit A and the form of notice of defeasance to be filed is substantially in the form attached hereto as Exhibit B. The District hereby irrevocably instructs the Escrow Agent to provide a notice of prepayment of the Refunded 2010 Certificates, via mail, facsimile or electronic mail, in accordance with Section 4.03 of the 2010 Trust Agreement, and to provide the notice of defeasance on June 14, 2018 via mail, facsimile or electronic mail.

(c) Unclaimed Moneys. Any moneys which remain unclaimed for 30 days after the Prepayment Date shall be repaid by the Escrow Agent to the Agency.

(d) Priority of Payments. The owners of the Refunded 2010 Certificates shall have a first and exclusive lien on all moneys and securities in the Escrow Fund until such moneys and such securities are used and applied as provided in this Agreement.

(e) Termination of Obligation. As provided in the 2010 Trust Agreement, upon deposit of moneys with the Escrow Agent in the Escrow Fund as set forth in Section 1 hereof and the purchase of the various Federal Securities as provided in Section 2 hereof, all obligations of the District under the 2010 Trust Agreement with respect to the Refunded 2010 Certificates shall cease, terminate and become void except as set forth in the 2010 Trust Agreement. As provided in Section 6.03 of the Installment Purchase Contract, dated as of August 1, 2010 (the "2010 Installment Purchase Agreement"), by and between the District and the Corporation, the obligations of the District under the 2010 Installment Purchase Contract with respect to the portion of the Installment Payments relating to the Refunded 2010 Certificates shall cease, terminate, become void and be completely discharged and satisfied (except for the rights of the 2010 Trustee and the obligation of

the District to have the Federal Securities and moneys on deposit in the Escrow Fund applied to Installment Payments).

SECTION 6. Application of Certain Terms of the 2010 Trust Agreement. All of the terms of the 2010 Trust Agreement relating to the making of payments of principal and interest with respect to the Refunded 2010 Certificates and relating to the exchange or transfer of the Refunded 2010 Certificates are incorporated in this Agreement as if set forth in full herein. The procedures set forth in Section 7.01 of the 2010 Trust Agreement relating to the resignation and removal of the 2010 Trustee under the 2010 Trust Agreement are also incorporated in this Agreement as if set forth in full herein and shall be the procedures to be followed with respect to any resignation or removal of the Escrow Agent hereunder.

SECTION 7. Performance of Duties. The Escrow Agent agrees to perform only the duties set forth herein and shall have no responsibility to take any action or omit to take any action not set forth herein.

SECTION 8. Escrow Agent's Authority to Make Investments. Except as provided in Section 2 hereof, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of the moneys or Federal Securities held hereunder.

SECTION 9. Indemnity. The District 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, directors, officers 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 District 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 Escrow Fund, the acceptance of the funds and securities deposited therein, the retention of 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 District shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's respective employees. In no event shall the District 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 and the earlier removal or resignation of the Escrow Agent.

SECTION 10. Responsibilities of Escrow Agent. The Escrow Agent and its agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or securities deposited therein, the retention of the Federal Securities or the proceeds thereof, the sufficiency of the Federal Securities to pay the Refunded 2010 Certificates or any payment, transfer or other application of moneys or obligations by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the

statements of the District, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the proceeds to accomplish the refunding of the Refunded 2010 Certificates or to the validity of this Agreement as to the District 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, 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 counsel to the District, 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 proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an officer of the District.

None of the provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The 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 trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

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.

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.

SECTION 11. Amendments. This Agreement is made for the benefit of the District and the owners from time to time of the Refunded 2010 Certificates and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Agent and the District; provided, however, that the District and the Escrow Agent may, without the consent of, or notice to, such owners, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not materially adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement or the 2010 Trust Agreement, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the Refunded 2010 Certificates, any additional rights, remedies, powers or authority that may lawfully be

granted to, or conferred upon, such owners or the Escrow Agent; and (iii) to include under this Agreement additional funds. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of Nossaman LLP, with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the various Refunded 2010 Certificates or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 12. Notice to Rating Agencies. In the event that this agreement or any provision thereof is severed, amended or revoked the Escrow Agent shall provide written notice of such severance, amendment or revocation to the rating agencies then rating the Refunded 2010 Certificates.

SECTION 13. Term. This Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either: (i) the date upon which the Refunded 2010 Certificates have been paid in accordance with this Agreement; or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 5(c) of this Agreement.

SECTION 14. Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to by the Escrow Agent and the District and any other reasonable fees and expenses of the Escrow Agent (including legal fees and expenses); provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien or assert any lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services rendered or expenses incurred by the Escrow Agent under this Agreement.

SECTION 15. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the District or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 16. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

SECTION 17. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SECTION 18. Insufficient Funds. If at any time the Escrow Agent has actual knowledge that the moneys and investments in the Escrow Fund will not be sufficient to make all payments required by this Agreement, the Escrow Agent shall notify the District in writing, of the amount thereof and the reason therefor to the extent known to it and the District will promptly provide funds sufficient to make such payments. The Escrow Agent shall have no responsibility regarding any such deficiency.

SECTION 19. Notice to District and Escrow Agent. Any notice to or demand upon the Escrow Agent may be served or presented, and such demand may be made, at the principal corporate trust office of the Escrow Agent at The Bank of New York Mellon Trust Company, N.A. 400 South Hope Street, Suite 500, Los Angeles, California 90071, Attention: Corporate Trust Services. Any notice to or demand upon the District shall be deemed to have been sufficiently given or served for

all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to the District at 1817 Maryal Drive, Suite 300, Sacramento, California 95864, Attention: General Manager (or such other address as may have been filed in writing by the District with the Escrow Agent).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and attested as of the date first above written.

**DEL PASO MANOR WATER DISTRICT**

By: \_\_\_\_\_  
General Manager

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Escrow Agent**

By: \_\_\_\_\_  
Authorized Officer

**SCHEDULE A**

**Federal Securities**

<i>Security</i>	<i>Maturity</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Total Cost</i>
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## EXHIBIT A

### NOTICE OF PREPAYMENT

#### DEL PASO MANOR WATER DISTRICT REVENUE CERTIFICATES OF PARTICIPATION (PHASE I IMPROVEMENT PROJECT) SERIES 2010

NOTICE IS HEREBY GIVEN to the owners of the above-captioned Certificates (the "Certificates") of the Del Paso Manor Water District executed and delivered on August 5, 2010 pursuant to the Trust Agreement, dated as of August 1, 2010 (the "2010 Trust Agreement"), by and among the District, the CSDA Finance Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee (the "2010 Trustee"), that the Certificates in the aggregate principal amount of \$4,615,000 have been called for prepayment on July 1, 2020 (the "Prepayment Date").

<i>Certificate Number</i>	<i>CUSIP</i>	<i>Maturity (July 1)</i>	<i>Interest Rate</i>	<i>Par Amount</i>	<i>Prepayment Price</i>
11	245298AL8	2030	5.25%	\$1,565,000	100%
12	245298AN4	2041	5.50	3,050,000	100

The Certificates will be payable on the Prepayment Date at a prepayment price of 100% of the principal amount plus accrued interest to such date (the "Prepayment Price"). The Prepayment Price of the Certificates will become due and payable on the Prepayment Date. Interest with respect to the Certificates to be prepaid will cease to accrue on and after the Prepayment Date, and such Certificates will be surrendered to the 2010 Trustee.

All Certificates are required to be surrendered to the principal corporate office of the 2010 Trustee, on the Prepayment Date at the following location. If the Certificates are mailed, the use of registered, insured mail is recommended:

The Bank of New York Mellon Trust Company, N.A.

<b><u>First Class/Registered/Certified</u></b>	<b><u>Express Delivery Only</u></b>	<b><u>By Hand Only</u></b>
The Bank of New York Mellon Global Corporate Trust P.O. Box 396 East Syracuse, New York 13057	The Bank of New York Mellon Global Corporate Trust 111 Sanders Creek Parkway East Syracuse, New York 13057	The Bank of New York Mellon Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1 <sup>st</sup> Floor East New York, New York 10286

Additional information regarding the foregoing actions may be obtained from The Bank of New York Mellon Trust Company, N.A., Corporate Trust Department, Bondholder Relations, telephone number (800) 254-2826.

If the Owner of any Certificate subject to optional prepayment fails to deliver such Certificate to the 2010 Trustee on the Prepayment Date, such Certificate shall nevertheless be deemed prepaid on the Prepayment Date and the Owner of such Certificate shall have no rights in respect thereof

except to receive payment of the Prepayment Price from funds held by the 2010 Trustee for such payment.

A form W-9 must be submitted with the Certificates. Failure to provide a completed form W-9 will result in 31% backup withholding pursuant to the Interest and Dividend Tax Compliance Act of 1983. Under the Jobs and Growth Tax Relief Reconciliation Act of 2003, 28% will be withheld if the tax identification number is not properly certified.

The District and the 2010 Trustee shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Certificate. They are included solely for the convenience of the holders.

The Bank of New York Mellon Trust Company, N.A., as  
2010 Trustee

DATED this 1st day of June, 2020.

## EXHIBIT B

### NOTICE OF DEFEASANCE

#### DEL PASO MANOR WATER DISTRICT CERTIFICATES OF PARTICIPATION (WATER BANK PROJECT) SERIES 2010

NOTICE IS HEREBY GIVEN to the owners of the above-captioned certificates of participation (as further defined below, the “Refunded 2010 Certificates”), of the Del Paso Manor Water District (the “District”), that the District has deposited with The Bank of New York Mellon Trust Company, N.A., as trustee (the “2010 Trustee”) under the Trust Agreement, dated as of August 1, 2010 (the “2010 Trust Agreement”), by and among the District, the CSDA Finance Corporation (the “Corporation”) and the 2010 Trustee, cash and federal securities, the principal of and interest on which when paid will provide moneys sufficient (as evidenced by a verification report delivered to the 2010 Trustee) to (i) pay the principal of and interest on the outstanding Refunded 2010 Certificates due on or before the Prepayment Date, and (ii) pay on July 1, 2020 the Prepayment Price with respect to the Refunded 2010 Certificates, plus interest with respect thereto accrued to such prepayment date.

The Refunded 2010 Certificates to be defeased are as follows:

<i>CUSIP</i>	<i>Maturity (July 1)</i>	<i>Interest Rate</i>	<i>Par Amount</i>	<i>Prepayment Price</i>
245298AH7	2018	3.75%	\$110,000	100%
245298AJ3	2019	4.00	110,000	100
245298AKO	2020	4.00	115,000	100
245298AL8	2030	5.25	1,565,000	100
245298AN4	2041	5.50	3,050,000	100

In accordance with the 2010 Trust Agreement, the Refunded 2010 Certificates are deemed to have been paid in accordance with Section 9.01 thereof and the obligations of the District and the Corporation under the 2010 Trust Agreement and the Installment Purchase Contract, dated as of August 1, 2010, by and between the District and the Corporation, with respect to the Refunded 2010 Certificates shall thereupon cease, terminate and become void and be discharged and satisfied.

The District and the 2010 Trustee shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Certificate. They are included solely for the convenience of the holders.

The Bank of New York Mellon Trust Company, N.A. , as  
2010 Trustee

DATED this 14th day of June, 2018.