

PAYING AGENT AGREEMENT

THIS PAYING AGENT AGREEMENT (this “**Agreement**”), is entered into as of July 1, 2025, by and between the COUNTY OF SAN DIEGO, CALIFORNIA (the “**County**”), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as paying agent (the “**Paying Agent**”).

RECITALS

WHEREAS, the County has duly authorized and provided for the issuance of its County of San Diego 2025 Tax and Revenue Anticipation Note in registered form only, without coupons, to be issued and sold in denominations of \$5,000 or any integral multiple thereof (the “**2025 TRAns**”) in an aggregate principal amount of \$_____ as provided in the Resolution, hereinafter defined;

WHEREAS, the County has further provided for the 2025 TRAns to be issued on the terms and conditions set forth in the that Financing Certificate, dated July __, 2025, entitled “Financing Certificate Providing for the Terms and Conditions of Issuance and Sale of County of San Diego 2025 Tax and Revenue Anticipation Notes” (such certificate, as the same may be amended or supplemented from time to time, is herein called the “Financing Certificate”);

WHEREAS, as provided in the Resolution, the County may provide for the issuance of an additional parity note, with an additional series designation as may be specified (the “**Parity Note**” and, together with the 2025 TRAns, the “**TRAns**”) during Fiscal Year 2025-26, the principal and interest on which may be secured by Pledged Revenues, hereinafter defined, on a parity with the 2025 TRAns, as may be provided in a Supplemental Resolution and Supplemental Financing Certificate;

WHEREAS, the County will ensure that all things necessary to make the TRAns the valid obligations of the County, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS, the County and the Paying Agent wish to provide the terms under which the Paying Agent will act as Paying Agent to pay the principal of and interest on the TRAns, in accordance with the terms thereof, and under which the Paying Agent will act as Note Registrar and transfer agent for the TRAns;

WHEREAS, the County and the Paying Agent wish to provide in accordance with the Resolution and the Financing Certificate, for the Paying Agent to establish and maintain the County of San Diego 2025 Tax and Revenue Anticipation Note Proceeds Fund (the “**Proceeds Fund**”) to be held, maintained and applied in accordance with the Financing Certificate, and therein a County of San Diego 2025 Tax and Revenue Anticipation Note Costs of Issuance Account” (the “**Costs of Issuance Account**”) for payment of certain costs of issuance to various persons, upon instruction;

WHEREAS, the County and the Paying Agent wish to provide in accordance with the Resolution and the Financing Certificate, for the Paying Agent to establish and maintain the “County of San Diego 2025 Tax and Revenue Anticipation Note Repayment Fund” (the “**Repayment Fund**”) to be held, maintained and applied in accordance with the Resolution and the Financing Certificate;

WHEREAS, as to the deposits by the County hereunder (i) of all or a portion of the proceeds of the 2025 TRANs and any Parity Note to the Proceeds Fund, (ii) for the payment of certain costs of issuance from the Costs of Issuance Account, and (iii) for the repayment of the 2025 TRANs and any Parity Note from the Repayment Fund, the County shall be entitled to the same preferred claim and first lien on the funds so provided as are enjoyed by the beneficiaries of trust funds generally;

WHEREAS, the Paying Agent has full power and authority to perform and serve as Paying Agent, Note Registrar and transfer agent in connection with the 2025 TRANs and any Parity Note;

WHEREAS, the Paying Agent has agreed to serve in such capacity for and on behalf of the County and has full power and authority to perform and serve as Paying Agent for the 2025 TRANs and any Parity Note; and

WHEREAS, the County has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01 Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, (i) capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Financing Certificate, and (ii) the following terms shall have the following meanings:

“COI Deposit” means the deposit of a portion of the proceeds of the TRANs for payment of certain fees and reasonable expenses incurred in connection with the authorization, sale and issuance of the TRANs to various persons, upon instruction given in accordance with this Agreement.

“County” means the County of San Diego, California.

“County Request” means a written request signed in the name of the County and delivered to the Paying Agent.

“Financing Certificate” means the “Financing Certificate Providing for the Terms and Conditions of Issuance and Sale of County of San Diego 2025 Tax and Revenue Anticipation Notes” as from time to time amended or supplemented in accordance with the terms thereof. The terms of the Financing Certificate are hereby incorporated herein by this reference as if fully set out herein.

“Fiscal Year 2025-26” means the County’s fiscal year ending June 30, 2026.

“Holder” means the Person in whose name any TRANs is registered on the Note Register.

“Note Register” means the book or books of registration kept by the Paying Agent in which are maintained the names and addresses and principal amounts registered to each registered owner of the 2025 TRANs.

“Note Registrar” means Zions Bancorporation, National Association, organized and existing under the laws of the United States of America, or any successor or any other Note Registrar appointed by the County pursuant to the Financing Certificate.

“Paying Agent” means Zions Bancorporation, National Association, organized and existing under the laws of the United States of America, as paying agent, or any successor Paying Agent appointed by the County to perform the functions of a paying agent for the TRANs as provided herein.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

“Resolution” means, as the context suggests, the resolution of the County pursuant to which the 2025 TRANs are issued, and any resolution of the County pursuant to which the note or notes constituting the Parity Note are issued. The terms of the Resolution with respect to the duties and obligations of the Paying Agent are hereby incorporated herein by this reference as if fully set out herein.

“Stated Maturity” when used with respect to any TRAN, means the date specified in the Resolution and the Financing Certificate as the date on which the principal of such 2025 TRAN is due and payable.

“2025 TRAN” or **“2025 TRANs”** means any one or all of the \$_____ in aggregate principal amount of notes entitled “County of San Diego 2025 Tax and Revenue Anticipation Notes.”

“TRAN” or **“TRANs”** means, as the context suggests, any one or all of the 2025 TRANs and any one or all of the note or notes constituting the Parity Note.

ARTICLE TWO

APPOINTMENT OF PAYING AGENT

Section 2.01 Appointment and Acceptance.

The County hereby appoints the Paying Agent to act as Paying Agent with respect to the TRANs, to pay to the Holders of the TRANs, in accordance with the terms and provisions of this Agreement, the Resolution and the Financing Certificate, the principal of and interest on the TRANs. As Paying Agent, the Paying Agent shall keep and maintain for and on behalf of the County, books and records as to the ownership of the TRANs and with respect to the transfer and exchange thereof as provided herein and in the Financing Certificate.

The Paying Agent hereby accepts its appointment, and agrees to act as, and perform the duties of, Paying Agent under this Agreement and as provided in the Resolution and the Financing Certificate. The Paying Agent shall authenticate the TRANs presented to it upon direction of the County, as provided in the Financing Certificate.

Section 2.02 Compensation.

As compensation for the Paying Agent's services as Paying Agent, the County hereby agrees to pay the Paying Agent in accordance with the fee schedule attached hereto as Exhibit A for all Paying Agent services rendered pursuant to this Agreement and the Resolution and the Financing Certificate.

In addition, the County agrees to reimburse the Paying Agent, upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Paying Agent in connection with entering into and performing under this Agreement, the Resolution and the Financing Certificate and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder and thereunder to the extent set forth in Section 5.07. Furthermore, should an Event of Default (as set forth in Section 503 of the Financing Certificate) occur requiring the Paying Agent to take action or otherwise exercise remedies pursuant to the Financing Certificate, the County agrees to pay the Paying Agent a reasonable fee depending upon the amount and nature of the action or remedies involved.

ARTICLE THREE

PAYMENT OF NOTES

Section 3.01 Payment Duties of Paying Agent.

As Paying Agent, the Paying Agent shall pay the principal of and interest on the TRANs, provided sufficient funds have been provided to it for such purpose by or on behalf of the County, all in accordance with the provisions of this Agreement and the Financing Certificate.

Section 3.02 TRANs Proceeds Fund and Costs of Issuance Account.

(a) There is hereby established a fund to be known as “County of San Diego 2025 Tax and Revenue Anticipation Note Proceeds Fund” (the “**Proceeds Fund**”) and there to be further established any accounts within the Proceeds Fund if deemed necessary to effectuate the purposes of the Resolution and the Financing Certificate, each to be established and held by the Paying Agent in accordance with this Agreement and the Financing Certificate, into which the County shall cause to be deposited the net proceeds of the 2025 TRANs. The Paying Agent shall establish an account in the Proceeds Fund for any Parity Note. Funds in the Proceeds Fund shall be credited to the Costs of Issuance Subaccount attributable to the applicable 2025 TRANs series, as may be subsequently set forth in the applicable resolution with respect to any Parity Note during Fiscal Year 2025-26. The County shall draw amounts on deposit in the Proceeds Fund by requisition substantially in the form of Exhibit B (upon which written requisition the Paying Agent may conclusively rely).

(b) The Paying Agent shall invest all cash in the Proceeds Fund each as directed in writing by an Authorized Officer from time to time. In the absence of such direction, moneys shall be invested by the Paying Agent solely in Permitted Investments set forth in clause [(vii)] of the definition thereof provided in the Financing Certificate; provided, however, that any such investment shall be made by the Paying Agent only if, prior to the date on which such investment is to be made, the Paying Agent shall have received a County Request specifying a specific money market fund that satisfies the requirements of said paragraph in which such investment is to be made and, if no such County Request is so received, the Paying Agent shall hold such moneys uninvested. Any proceeds or interest earnings of such investments shall be retained in the Proceeds Fund to be applied as directed by the County, and any such investment shall be for the account and risk of the County.

(c) There is hereby established an account within the Proceeds Fund to be known as “County of San Diego 2025 Tax and Revenue Anticipation Note Costs of Issuance Account” (the “**Costs of Issuance Account**”) to be established and held by the Paying Agent in accordance with this Agreement, into which the County shall cause to be deposited the COI Deposit. The Paying Agent shall establish a subaccount in the Costs of Issuance Account for any Parity Note.

(d) The Paying Agent shall pay from the COI Deposit held in the Costs of Issuance Account those costs of issuance for which the Paying Agent has received a written invoice (upon which written requisition the Paying Agent may conclusively rely); provided that (i) each payee is listed as entitled to payment of costs of issuance on Exhibit C to this Agreement, (ii) the amount paid shall not exceed the amount set forth with respect to such payee in Exhibit C and (iii) amounts on deposit in the Costs of Issuance Account are sufficient to cover such payment.

(e) If the then remaining amounts on deposit in the Costs of Issuance Account are insufficient to pay any costs of issuance for which an invoice set forth in Exhibit C has been presented to the Paying Agent, the Paying Agent shall honor invoices to the extent of amounts remaining on deposit in the Costs of Issuance Account, and the County shall be responsible for

payment of any amount of such invoice remaining unpaid. The Paying Agent shall honor invoices on a first received – first paid basis.

(f) The Paying Agent shall invest all cash in the Costs of Issuance Account as directed in writing by an Authorized Officer from time to time. In the absence of such direction, moneys shall be invested by the Paying Agent solely in Permitted Investments set forth in clause [(vii)] of the definition thereof provided in the Financing Certificate; provided, however, that any such investment shall be made by the Paying Agent only if, prior to the date on which such investment is to be made, the Paying Agent shall have received a County Request specifying a specific money market fund that satisfies the requirements of said paragraph in which such investment is to be made and, if no such County Request is so received, the Paying Agent shall hold such moneys uninvested.

(g) Any earnings in the Costs of Issuance Account shall remain in said account, until such account is closed. The Costs of Issuance Account and any Costs of Issuance Subaccount attributable to the applicable 2025 TRANs series shall be closed, on the earlier to occur of (1) the date which is 45 days following the Closing Date, respectively, of such 2025 TRANs or Parity Note; (2) the date on which each invoice scheduled on Exhibit C is paid in full; or (3) the date that the last available sums on deposit in the Costs of Issuance Account are disbursed in accordance with paragraph (a) above. At that time, the Paying Agent shall remit any amount remaining in the Costs of Issuance Account to the County.

Section 3.03 Repayment Fund.

(a) There is hereby established a fund to be known as “County of San Diego 2025 Tax and Revenue Anticipation Note Repayment Fund” (the “**Repayment Fund**”) to be held by the Paying Agent in accordance with the Resolution, the Financing Certificate and this Agreement, into which the County shall cause to be deposited from amounts received in the Repayment Months (and any amounts received thereafter provided for or attributable to Fiscal Year 2025-26) until the amount on deposit in the Repayment Fund, is equal in the respective Repayment Months to the percentage of the principal of and interest due on the 2025 TRANs and any Parity Note. The term “**Repayment Month**” shall have that meaning as defined in the Financing Certificate or respective financing certificate, and the last Repayment Month as indicated on the face of such respective 2025 TRAN or Parity Note. All money in the Repayment Fund shall be held by the Paying Agent in trust.

(b) As security for the payment of the 2025 TRANs and any Parity Note and the interest thereon, the County hereby pledges and grants a lien on and a security interest in the amounts on deposit in the Repayment Fund whether now owned or hereafter arising as security for the payment of the principal of and interest on the 2025 TRANs and any Parity Note and said amounts shall not be used for any other purpose until the 2025 TRANs and any Parity Note and the interest thereon have been paid in full or such payment has been duly provided for.

(c) Moneys in the Repayment Fund shall be invested in Permitted Investments as may be directed by an Authorized Officer, including as provided in an investment administration agreement or otherwise, and the proceeds and earnings on such investments shall be retained in the Repayment Fund, and any such investment shall be for the account and risk of

the County. In the absence of such direction, moneys shall be invested by the Paying Agent solely in Permitted Investments set forth in clause [(vii)] of the definition thereof provided in the Financing Certificate; provided, however, that any such investment shall be made by the Paying Agent only if, prior to the date on which such investment is to be made, the Paying Agent shall have received a County Request specifying a specific money market fund that satisfies the requirements of said paragraph in which such investment is to be made and, if no such County Request is so received, the Paying Agent shall hold such moneys uninvested.

Section 3.04 Payment Date.

The County hereby instructs the Paying Agent to pay the principal of and interest on the TRANs on the dates specified in the Financing Certificate.

ARTICLE FOUR

REGISTRAR DUTIES OF PAYING AGENT

Section 4.01 Initial Delivery of 2025 TRANs.

The 2025 TRANs will be initially issued and registered in the name of Cede & Co. and delivered to the purchaser through The Depository Trust Company, New York, New York (“DTC”) as provided in the Resolution and the Financing Certificate.

Section 4.02 Form of Note Register.

The Paying Agent as Note Registrar will maintain the records of the Note Register in accordance with the Paying Agent’s general practices and procedures in effect from time to time.

ARTICLE FIVE

THE PAYING AGENT

Section 5.01 Duties of Paying Agent.

The Paying Agent undertakes to perform the duties set forth herein as provided in this Agreement and the Financing Certificate. The Paying Agent hereby agrees to establish and maintain such accounts and funds as are specified in the Resolution and the Financing Certificate and as may otherwise be required for the Paying Agent to function as Paying Agent.

(a) In addition to the Repayment Fund established by the Paying Agent in accordance with the Resolution and the Proceeds Fund and Costs of Issuance Account established hereunder, the Paying Agent may establish one or more temporary accounts to facilitate the receipt and transfer of proceeds of the 2025 TRANs and any Parity Note.

(b) The Paying Agent shall (i) authenticate the 2025 TRANs and any Parity Note to be issued in fully registered form, registered in the name of Cede & Co, and numbered as the Paying Agent shall determine, (ii) receive the proceeds of sale of the 2025 TRANs and any

Parity Note for the deposit of a portion of such proceeds upon receipt and in accordance with the Financing Certificate, in the Proceeds Fund and in the Costs of Issuance Account; (iii) receive repayment amounts from the County for deposit in the Repayment Fund hereunder, and (iv) have such other duties as assigned to it under the Resolution and the Financing Certificate.

(c) The Paying Agent shall not be responsible for any investment losses which may occur. The Paying Agent shall have no obligation to invest and reinvest any cash held by it hereunder in the absence of timely and specific written investment direction from the County. The County acknowledges that regulations of the Comptroller of the Currency grant the County the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the County specifically waives compliance with 12 C.F.R. 12 and hereby notifies the Paying Agent that no brokerage confirmations need be sent relating to the security transactions as they occur. The Paying Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by the County.

Section 5.02 Reliance on Documents, Etc.

(a) The Paying Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Paying Agent by the County.

(b) The Paying Agent shall not be liable for any error of judgment made in good faith. The Paying Agent shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provisions of this Agreement shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Paying Agent may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security 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 Paying Agent need not examine the ownership of any TRAN, but is protected in acting upon receipt of TRANs containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or agent of the Holder.

(e) The Paying Agent may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Paying Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys, but shall be liable for the actions of such agent or attorney.

Section 5.03 Recitals of County.

The recitals contained in the Resolution and the Financing Certificate and the 2025 TRANs shall be taken as the statements of the County, and the Paying Agent assumes no responsibility for their correctness.

Section 5.04 May Own 2025 TRANs.

The Paying Agent, in its individual or any other capacity, may become the owner or pledgee of TRANs with the same rights it would have if it were not the Paying Agent for the TRANs.

Section 5.05 Other Transactions.

The Paying Agent may engage in or be interested in any financial or other transaction with the County.

Section 5.06 Interpleader.

The County and the Paying Agent agree that the Paying Agent may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The County and the Paying Agent further agree that the Paying Agent has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 5.07 Indemnification.

To the extent permitted by law, the County shall indemnify the Paying Agent, its officers, directors, employees, and agents (“**Indemnified Parties**”) for, and hold them harmless against, any loss, cost, claim, liability or expense arising out of or in connection with the Paying Agent’s acceptance or administration of the Paying Agent’s duties hereunder or under the Financing Certificate (except any loss, liability or expense attributable to the Paying Agent’s negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement and the discharge of the TRANs.

ARTICLE SIX

MISCELLANEOUS PROVISIONS

Section 6.01 Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 6.03 Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the County or the Paying Agent shall be mailed or delivered to the County or Paying Agent, respectively, at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the County:	County of San Diego 1600 Pacific Highway, Room 298 San Diego, California 92101 Attention: Chief Financial Officer
If to the Paying Agent:	Zions Bancorporation, National Association 707 Wilshire Boulevard, Suite 5000 Los Angeles, California 90017 Attention: Corporate Trust Department
If to Fitch:	Fitch Ratings, Inc. 33 Whitehall Street New York, New York 10004
If to Moody's:	Moody's Investors Services, Inc. 7 World Trade Center 250 Greenwich Street Public Finance Group, 23rd Floor New York, New York 10007 Attention: MSPG
If to S&P:	S&P Global Ratings Municipal Finance Department 55 Water Street New York, New York 10041

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram, e-mail or telecopier, upon the sender's receipt of an appropriate answer back or other written acknowledgement or confirmation of receipt of the entire notice, approval, demand, report or other communication, (c) if given by first class or registered or certified mail, return receipt requested, deposited the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given

by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified above.

The Paying Agent shall notify the Rating Agencies, as defined in the Financing Certificate, of the following:

(a) The Paying Agent resigns or is replaced.

(b) The Resolution is amended or supplemented, provided the Paying Agent shall have received written notice thereof; or

(c) An Event of Default occurs.

The County will provide prompt written notice to the Paying Agent of any such change.

Section 6.04 Effect of Headings.

The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns.

All covenants and agreements herein by the County and the Paying Agent shall bind their successors and assigns, whether so expressed or not.

Section 6.06 Severability.

If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 6.07 Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their respective successors, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 6.08 Electronic Signatures.

Each of the parties hereto agrees that the transaction consisting of this Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent (i) that, by signing this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement, and (ii) that signing this Agreement using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Agreement in a usable format.

Section 6.09 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10 Term and Termination.

This Agreement shall be effective from and after the date of issuance of the 2025 TRANs and until the Paying Agent resigns or is removed in accordance with the Financing Certificate; provided, however, that no such termination, resignation or removal shall be effective until a successor has been appointed and has accepted the duties of the Paying Agent hereunder and under the Financing Certificate. The Paying Agent may resign at any time by giving written notice thereof to the County. If the Paying Agent shall resign, be removed or become incapable of acting, the County shall promptly appoint a successor Paying Agent. If an instrument of acceptance by a successor Paying Agent shall not have been delivered to the Paying Agent within 30 days after the Paying Agent gives notice of resignation, the Paying Agent may petition any court of competent jurisdiction at the expense of the County for the appointment of a successor Paying Agent. In the event of resignation or removal of the Paying Agent as Paying Agent, upon receipt of County Request and payment of the amounts owing to the Paying Agent hereunder, the Paying Agent shall deliver to the successor Paying Agent all funds and TRANs and all books and records pertaining to the Paying Agent's role as Paying Agent with respect to the TRANs, including, but not limited to, the Note Register. The provisions of Section 2.02 and Section 5.07 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11 Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF SAN DIEGO

By: _____
[Authorized Officer]

**ZIONS BANCORPORATION,
NATIONAL ASSOCIATION, as Paying
Agent**

By: _____
Daren DiNicola
Zions Bank Division

EXHIBIT A
FEE SCHEDULE

Transactions	Fees
Acceptance Fee	\$350.00
Annual Administration Fee	350.00
Costs of Issuance Account/Payment Fee	250.00
Total	<hr/> \$950.00

Note, legal fees are included.

EXHIBIT B

FORM OF REQUISITION FROM PROCEEDS FUND

To: Zions Bancorporation, National Association, as Paying Agent

Re: County of San Diego 2025 Tax and Revenue Anticipation Note

Requisition No. ____

The undersigned, on behalf of the County of San Diego (the "County"), hereby requests payment from the Proceeds Fund held under the Paying Agent Agreement dated as of July 1, 2025 (the "Agreement"), by and between the County and Zions Bancorporation, National Association, as paying agent (the "Paying Agent"), and established with respect to the County of San Diego 2025 Tax and Revenue Anticipation Note, the amount of \$_____ [by wire/check (circle one)] for purposes for which the County is authorized to use and expend moneys. If the payment is by wire, please fill in the following information:

Name of Bank:

ABA#:

Account No.

The undersigned hereby certifies as follows:

1. The amount requisitioned hereby together with all other unreplenished withdrawals from the Proceeds Fund (and any subaccount thereof) does not, as of the date hereof, exceed eighty-five percent (85%) of (a) the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys intended as receipts for the general fund of the County and attributable to its fiscal year ending June 30, 2026 ("Repayment Fiscal Year") and which are generally available for the payment of current expenses and other obligations of the County (collectively, "unrestricted revenues") less (b) projected uncollectible unrestricted revenues of the County attributable to such Fiscal Year.

2. The amount requisitioned hereby (a) is for a purpose for which the County is authorized to use and expend funds from the general fund or capital fund of the County, and (b) (if invested under an investment agreement) is not being requisitioned for reinvestment in other investments.

3. Other funds of the County are not readily available for expenditure for such purpose with respect to any operating draws.

4. The information contained herein is true and correct as of the date of this Requisition.

5. The representations of the County set forth in Section 501 of the Financing Certificate, providing for the borrowing of funds attributable to its Repayment Fiscal Year and the issuance and sale of one or more series of County of San Diego 2025 Tax and Revenue Anticipation Notes therefor are true and correct in all material respects as though made on and as of this date except to the extent that such representations relate to an earlier date.

6. As of the date hereof, no event has occurred and is continuing which constitutes an Event of Default under the Resolution or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Requisition as of the date set forth below.

Dated: _____, 20__.

COUNTY OF SAN DIEGO

By: _____
Authorized Officer

EXHIBIT C

FORM OF REQUISITION FROM COSTS OF ISSUANCE ACCOUNT

To: Zions Bancorporation, National Association, as Paying Agent

Re: County of San Diego 2025 Tax and Revenue Anticipation Note

Requisition No. ____

The undersigned, on behalf of the County of San Diego (the "County"), hereby requests payment from the Costs of Issuance Account held under the Paying Agent Agreement dated as of July 1, 2025 (the "Agreement"), by and between the County and Zions Bancorporation, National Association, as paying agent (the "Paying Agent"), and established with respect to the County of San Diego 2025 Tax and Revenue Anticipation Note, directs you to disburse from the Costs of Issuance Account established pursuant to Section 302(c) of the Agreement, to the payees set forth on the Schedule attached hereto and by this reference incorporated herein, the amount set forth on the Schedule attached hereto opposite each such payee, for payment of such costs incurred for the purposes identified on said Schedule.

Each obligation has been properly incurred and is a proper charge against the Costs of Issuance Account and has not been the basis of any previous disbursement, and a statement or invoice for each amount requested hereunder is attached hereto.

IN WITNESS WHEREOF, the undersigned has executed this Requisition as of the date set forth below.

Dated: _____, 20__.

COUNTY OF SAN DIEGO

By: _____
Authorized Officer

SCHEDULE OF COSTS OF ISSUANCE

[To come]