PRELIMINARY OFFICIAL STATEMENT DATED JUNE [__], 2025

[DAC LOGO]

NEW ISSUE – BOOK-ENTRY-ONLY

RATINGS:
Moody's: "[__]"
S&P: "[__]"
Fitch: "[__]"
See "RATINGS" herein.

In the opinion of Orrick, Herrington & Sutcliffe LLP, Special Counsel to the County, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, the portion of each Base Rental Payment designated as and constituting interest paid by the County under the Facility Lease and received by the Owners of the Series 2025 Certificates is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Special Counsel, interest evidenced by the Series 2025 Certificates is not a specific preference item for purposes of the federal individual alternative minimum tax. Special Counsel observes that interest evidenced by the Series 2025 Certificates included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. Special Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of the Series 2025 Certificates, or the amount, accrual or receipt of the portion of each Base Rental Payment constituting interest. See "TAX MATTERS" herein.

[County Seal]

$[__________]*
COUNTY OF SAN DIEGO
Refunding Certificates of Participation, Series 2025
(County Operations Center)

Dated: Date of Delivery **Due: October 1, as shown on the inside cover**

The County of San Diego Refunding Certificates of Participation, Series 2025 (County Operations Center) (the "Series 2025 Certificates") are being executed and delivered pursuant to a Trust Agreement, dated as of July 1, 2025 (the "Trust Agreement"), by and among Zions Bancorporation, National Association, as trustee (the "Trustee"), the County of San Diego (the "County") and the San Diego County Capital Asset Leasing Corporation (the "Corporation"). The Series 2025 Certificates evidence proportionate undivided interests in the base rental payments (the "Base Rental Payments") to be made by the County pursuant to the Facility Lease, dated as of July 1, 2025 (the "Facility Lease"), by and between the Corporation and the County, pursuant to which the County will lease from the Corporation certain real property and all the improvements thereon, as more particularly described herein (the "Leased Property"). See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Base Rental Payments" herein.

The proceeds of the Series 2025 Certificates, together with other moneys available therefor, will be used to (i) current refund and defease the County of San Diego Regional Authority Lease Revenue Refunding Bonds (County Operations Center) Series 2016A, as described herein and (ii) pay the costs associated with delivering the Series 2025 Certificates. See "PLAN OF REFINANCING" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

Interest with respect to the Series 2025 Certificates is payable on April 1 and October 1 of each year, commencing on October 1, 2025. The Series 2025 Certificates will be delivered in book-entry form only and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, Jersey City, New Jersey ("DTC"), which will act as securities depository for the Series 2025 Certificates. Individual purchases of the Series 2025 Certificates will be made in book-entry form only. Purchasers of the Series 2025 Certificates will not receive certificates representing their ownership interests in the Series 2025 Certificates purchased. Principal and interest payments with respect to the Series 2025 Certificates are payable directly to DTC by the Trustee from Base Rental Payments received from the County. Upon receipt of payments of principal and interest, DTC will in turn distribute such payments to the beneficial owners of the Series 2025 Certificates. See APPENDIX D – "BOOK-ENTRY SYSTEM" attached hereto.

The Series 2025 Certificates are subject to extraordinary prepayment, as described herein. See "THE SERIES 2025 CERTIFICATES – Prepayment" herein.

THE OBLIGATION OF THE COUNTY TO MAKE BASE RENTAL PAYMENTS AND TO MAKE ADDITIONAL PAYMENTS DOES NOT CONSTITUTE AN OBLIGATION OF THE COUNTY FOR WHICH THE COUNTY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE COUNTY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. NEITHER THE SERIES 2025 CERTIFICATES NOR THE OBLIGATION TO MAKE BASE RENTAL PAYMENTS AND TO MAKE ADDITIONAL PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE COUNTY, THE CORPORATION, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

Electronic bids for the purchase of the Series 2025 Certificates will be received by the County, as set forth in the Notice Inviting Bids, dated July __, 2025 (the "Notice Inviting Bids"), at 8:30 a.m., California time, on July __, 2025, unless postponed or cancelled as set forth in the Notice Inviting Bids.

This cover page contains information for quick reference only. It is not a summary of this issue. Potential investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Series 2025 Certificates will be offered when, as and if executed, delivered, and received by the Initial Purchaser, subject to the approval as to their legality by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, Special Counsel to the County, and certain other conditions. Certain legal matters will be passed upon for the County and the Corporation by Nixon Peabody LLP, Los Angeles, California, Disclosure Counsel to the County, and the County Counsel. It is anticipated that the Series 2025 Certificates in definitive form will be available for delivery to DTC in Jersey City, New Jersey, on or about July __, 2025.

Dated: __, 2025

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* Preliminary, subject to change.

MATURITY SCHEDULE

$[__________]*
COUNTY OF SAN DIEGO
Refunding Certificates of Participation, Series 2025
(County Operations Center)

BASE CUSIP No.†: 797391

Maturity (October 1)	Principal Amount*	Interest Rate	Yield	CUSIP Suffix†
[to be updated with years]				

* Preliminary, subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP® data herein is provided by CUSIP Global Services (CGS), which is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers have been assigned by an independent company not affiliated with the County or the Corporation and are included solely for the convenience of the registered owners of the Series 2024 Certificates. The Initial Purchaser, the Municipal Advisor, the County and the Corporation are not responsible for the selection or use of these CUSIP® numbers and no representation is made as to their correctness on the Series 2024 Certificates or as included herein. The CUSIP® number for a specific maturity is subject to being changed after the delivery of the Series 2024 Certificates as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2024 Certificates.

COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

BOARD OF SUPERVISORS

Vacant	First District
Terra Lawson-Remer, Vice Chair	Third District
Joel Anderson	Second District
Monica Montgomery Steppe	Fourth District
Jim Desmond	Fifth District

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COUNTY OFFICIALS

Ebony N. Shelton, *Chief Administrative Officer*
Dan McAllister, *Treasurer – Tax Collector*
Caroline Smith, *Assistant Chief Administrative Officer*
Joan Bracci, *Chief Financial Officer*
Claudia Silva, *County Counsel*
Tracy Drager, *Auditor and Controller*

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SAN DIEGO COUNTY CAPITAL ASSET LEASING CORPORATION

BOARD OF DIRECTORS

Michel Anderson, *Chair*
Jeff Kane, *Vice Chair*
John Todd, *Secretary*
Vacant, *Director*
Shirley Nakawatase, *Treasurer*

SPECIAL SERVICES

Special Counsel
Orrick, Herrington & Sutcliffe LLP
Los Angeles, California

Disclosure Counsel
Nixon Peabody LLP
Los Angeles, California

Trustee
Zions Bancorporation, National Association
Los Angeles, California

Municipal Advisor
Public Resources Advisory Group
Los Angeles, California

Verification Agent
Samuel Klein and Company, Certified Public Accountants
Newark, New Jersey

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2025 Certificates by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale. No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement. If given or made, such other information or representations must not be relied upon as having been authorized by the County or the Corporation.

This Official Statement is not to be construed as a contract with the purchasers of the Series 2025 Certificates. Statements contained in this Official Statement which involve estimates, projections, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

The information set forth herein has been obtained from sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the Corporation or the County. The information and expression of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Corporation, the County or any other parties described herein since the date hereof. All summaries of the Trust Agreement, the Facility Lease and other documents are made subject to the provisions of such documents and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the Corporation and the County for further information in connection therewith.

This Official Statement, including any supplement or amendment hereto, is intended to be deposited with the Municipal Securities Rulemaking Board through the Electronic Municipal Marketplace Access website. A wide variety of other information, including financial information, concerning the County, is available from publications and websites of the County and others. No such information is a part of or incorporated into this Official Statement, except as expressly noted herein, should not be relied on in making an investment decision with respect to the Series 2025 Certificates.

The County maintains a website, however, the information presented therein is not a part of this Official Statement and should not be relied on in making an investment decision with respect to the Series 2025 Certificates.

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COUNTY OF SAN DIEGO
Refunding Certificates of Participation, Series 2025
(County Operations Center)

INTRODUCTION

This introduction contains only a brief summary of certain terms of the Series 2025 Certificates being offered, and a brief description of the Official Statement. All statements contained in this introduction are qualified in their entirety by reference to the entire Official Statement. References to, and summaries of, provisions of the Constitution and laws of the State of California and any documents referred to herein do not purport to be complete and such references are qualified in their entirety by reference to the complete provisions. All capitalized terms used in this Official Statement and not otherwise defined herein have the meanings set forth in the Trust Agreement and Facility Lease (herein defined). See APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Definitions" attached hereto.

General

This Official Statement, including the cover page, the inside cover page and the Appendices attached hereto (the "Official Statement"), provides certain information concerning the sale and delivery of the County of San Diego Refunding Certificates of Participation, Series 2025 (County Operations Center) in an aggregate principal amount of $[__________]* (the "Series 2025 Certificates"). The Series 2025 Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of July 1, 2025 (the "Trust Agreement"), by and among Zions Bancorporation, National Association, as trustee (the "Trustee"), the County of San Diego (the "County") and the San Diego County Capital Asset Leasing Corporation (the "Corporation"). The proceeds of the Series 2025 Certificates, together with other moneys available therefor, will be used to (i) current refund and defease the San Diego Regional Building Authority Lease Revenue Refunding Bonds (County Operations Center) Series 2016A (the "Prior Certificates"), as described herein and (ii) pay the costs associated with delivering the Series 2025 Certificates.

The County will lease certain real property and all improvements thereon, as more particularly described herein (the "Leased Property"), to the Corporation pursuant to the Site Lease, dated as of July 1, 2025 (the "Site Lease"), by and between the County and the Corporation. The County will sublease the Leased Property from the Corporation pursuant to the Facility Lease, dated as of July 1, 2025 (the "Facility Lease"), by and between the Corporation and the County. The Series 2025 Certificates evidence proportionate undivided interests in the base rental payments to be made by the County as the rental for the Leased Property under and pursuant to the Facility Lease (the "Base Rental Payments"). See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES" herein. No part of the Project will be located on the Leased Property.

The County

The County is the southernmost major metropolitan area in the State of California (the "State"). The County covers approximately 4,207 square miles, extending 70 miles along the Pacific Coast from the Mexican border to Orange County, and inland 75 miles to Imperial County. Riverside and Orange Counties form the northern boundary. The County is approximately the geographic size of the State of Connecticut. The County was incorporated on February 18, 1850, and functions under a charter adopted in 1933, as subsequently amended from time to time.

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* Preliminary, subject to change.

The County's Fiscal Year 2024-25 Adopted Operational Plan, adopted on June 24, 2024 (the "Fiscal Year 2024-25 Adopted Budget"), is approximately $8.53 billion, of which $6.63 billion relates to the County's General Fund budget. The County released its revised proposed Fiscal Year 2025-26 budget (the "Revised Fiscal Year 2025-26 Recommended Budget") on [____, 2025].

The Revised Fiscal Year 2025-26 Recommended Budget is approximately $[___] billion, of which $[___] billion relates to the County's General Fund budget. The County's Fiscal Year 2025-26 Adopted Operational Plan is expected to be adopted on or around [June 24, 2025]. For additional economic, demographic and financial information with respect to the County, See APPENDIX A – "COUNTY OF SAN DIEGO FINANCIAL, ECONOMIC AND DEMOGRAPHIC INFORMATION" and APPENDIX B – "COUNTY OF SAN DIEGO AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024" attached hereto.

The Series 2025 Certificates

The Series 2025 Certificates will be executed and delivered in the form of fully registered certificates in principal amounts of $5,000 each or any integral multiple thereof. The Series 2025 Certificates will be dated their date of delivery and mature on the dates set forth on the inside cover page of this Official Statement. The interest with respect to the Series 2025 Certificates will represent the sum of the portions of the Base Rental Payments designated as interest components coming due on the Interest Payment Dates in each year. The principal with respect to the Series 2025 Certificates will represent the sum of the portions of the Base Rental Payments designated as principal components coming due on the Principal Payment Date in each year. Interest with respect to the Series 2025 Certificates is payable on April 1 and October 1 of each year, commencing on October 1, 2025.

The County will not fund a debt service reserve fund for the Series 2025 Certificates. Amounts held or to be held in a reserve fund or account established for any other series of Certificates (as defined below) or any reserve fund credit policy for any other series of Certificates, if any, will not be available to be drawn upon to pay principal, premium, if any, or interest with respect to the Series 2025 Certificates.

The Series 2025 Certificates will be delivered in book-entry form only and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, Jersey City, New Jersey ("DTC"), which will act as securities depository for the Series 2025 Certificates. Individual purchases of the Series 2025 Certificates will be made in book-entry form only. Purchasers of the Series 2025 Certificates will not receive certificates representing their ownership interests in the Series 2025 Certificates purchased. Principal and interest payments with respect to the Series 2025 Certificates will be payable directly to DTC by the Trustee. Upon receipt of payments of principal and interest, DTC will in turn distribute such payments to the Beneficial Owners of the Series 2025 Certificates. See "THE SERIES 2025 CERTIFICATES – General" herein and APPENDIX D – "BOOK-ENTRY SYSTEM" attached hereto.

The County has the ability to enter into other obligations which may constitute additional charges against its revenues including, without limitation, lease obligations similar in form to the Facility Lease. Such lease obligations will be unrelated obligations, not subject to any parity test, although payable from similar sources of funds. To the extent that additional obligations are incurred by the County, the funds available to make Base Rental Payments may be decreased. Though the County has no current plans to incur additional long-term obligations payable from the General Fund, it may finance or refinance capital projects through the execution and delivery of certificates of participation or other obligations in the future. The timing and the principal amount of any execution and delivery of such obligations are all subject to legal, market, and other conditions.

Security and Source of Payment for the Certificates

Under the Facility Lease in consideration for the use and occupancy of the Leased Property, the County has agreed to make certain payments designated as Base Rental Payments and certain other payments including but not limited to fees, costs, expenses and administrative costs relating to (the "Additional Payments"), in the amounts, at the times and in the manner set forth in the Facility Lease. The Base Rental Payments under the Facility Lease are scheduled to be sufficient to pay, when due, amounts designated as principal and interest with respect to the Series 2025 Certificates. The County has covenanted in the Facility Lease to take such action as may be necessary to include all Base Rental Payments and Additional Payments due under the Facility Lease in its operating budget for each fiscal year commencing after the date of the Facility Lease and to make all necessary appropriations for such Base Rental Payments and Additional Payments. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES" herein.

Pursuant to an Assignment Agreement, dated as of July 1, 2025 (the "Assignment Agreement"), by and between the Trustee and the Corporation, the Corporation will assign to the Trustee, for the benefit of the Owners of the Series 2025 Certificates (i) certain of its right, title and interest in and to the Site Lease, and (ii) certain of its right, title and interest in and to the Facility Lease including the right to receive Base Rental Payments under the Facility Lease. See APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" attached hereto.

THE OBLIGATION OF THE COUNTY TO MAKE BASE RENTAL PAYMENTS AND TO MAKE ADDITIONAL PAYMENTS DOES NOT CONSTITUTE AN OBLIGATION OF THE COUNTY FOR WHICH THE COUNTY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE COUNTY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. NEITHER THE SERIES 2025 CERTIFICATES NOR THE OBLIGATION TO MAKE BASE RENTAL PAYMENTS AND TO MAKE ADDITIONAL PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE COUNTY, THE CORPORATION, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

The County's obligation to pay Base Rental Payments is subject to abatement. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Base Rental Payments" and "– Abatement" herein.

Continuing Disclosure

The County has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (the "EMMA System") for purposes of Rule 15c2-12(b)(5) (the "Rule") adopted by the Securities and Exchange Commission certain annual financial information and operating data and notice of certain events in a timely manner but not in excess of ten business days after the occurrence the event. These covenants have been made in order to assist the Initial Purchaser in complying with the Rule. See "CONTINUING DISCLOSURE" herein and APPENDIX F – "FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto for a description of the specific nature of the annual report and notices of events and the terms of the Continuing Disclosure Agreement pursuant to which such reports are to be made.

Forward-Looking Statements

Certain statements included or incorporated by reference in the Official Statement constitute "forward-looking statements." Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Although such expectations reflected in such forward-looking statements are believed to be reasonable, there can be no assurance that such expectations will prove to be correct. Neither the County nor the Corporation is obligated to issue any updates or revisions to the forward-looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based occur, whether or not they prove to be correct.

Upcoming County Bond Issuances

In addition to the Series 2025 Certificates being described in this Official Statement, the County currently expects to issue its 2025 Tax and Revenue Anticipation Notes on or around July 3, 2025. The County plans to incur additional long-term General Fund obligations for the Stormwater Program projects in Fiscal Year 2025-26.

Miscellaneous

The Series 2025 Certificates will be offered when, as and if executed and delivered, and received by the Initial Purchaser, subject to the approval as to their legality by Special Counsel (as defined herein) and certain other conditions.

The description herein of the Trust Agreement, the Site Lease, the Facility Lease and the Assignment Agreement and any other agreements relating to the Series 2025 Certificates are qualified in their entirety by reference to such documents, and the descriptions herein of the Series 2025 Certificates are qualified in their entirety by the respective form thereof and the information with respect thereto included in the aforementioned documents. See APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" attached hereto.

The information and expressions of opinion herein speak only as of their date and are subject to change without notice. Neither the delivery of this Official Statement nor any sale made hereunder nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the County or the Corporation since the date hereof.

The presentation of information, including tables of receipt of revenues, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the County. No representation is made that past experience, as it might be shown by such financial and other information, will necessarily continue or be repeated in the future.

THE LEASED PROPERTY

[To Come]

The County will represent in the Facility Lease that the annual fair rental value of the Leased Property is not less than the maximum Base Rental Payments payable under the Facility Lease in any year. In making such determinations of annual fair rental value, consideration has been given to a variety of factors including the replacement costs of the existing improvements on the Leased Property, other obligations of the parties under the Facility Lease, the uses and purposes which may be served by the improvements on the Leased Property and the benefits therefrom which will accrue to the County and the general public.

The County may amend the Facility Lease, the Site Lease and the Assignment Agreement to (i) add additional real property to the Leased Property, (ii) substitute alternate real property and/or improvements for any portion of the then-existing Leased Property and/or (iii) release real property (including undivided interests therein) and/or improvements by Removal (as defined by the Facility Lease) from the Facility Lease, the Site Lease, and from the definition of Leased Property set forth in the Facility Lease and Site Lease, upon compliance with all of the conditions set forth in the Facility Lease. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Substitution or Removal of Leased Property" herein. After a Substitution or Removal (each as defined by the Facility Lease), the part of the Leased Property for which the Substitution or Removal has been effected shall be evidenced by an amendment to the leasehold under the Facility Lease and Site Lease and the assignment of rights related thereto under the Assignment Agreement.

See also APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Facility Lease – The Leased Property – Additions to the Leased Property; Substitution or Removal of Leased Property" and "– Facility Lease – Rental Payments" attached hereto.

PLAN OF REFINANCING

The Series 2025 Certificates are being issued for the purpose, among others, of providing moneys that, together with other amounts available therefor, will be sufficient (together with interest earnings thereon) to (a) pay when due the principal and interest with respect to the Prior Certificates and (b) prepay the remaining outstanding Prior Certificates on the 2016 Prepayment Date at the prepayment price of 100% (collectively, the "2016 Prepayment Price").

The net proceeds of the Series 2025 Certificates will be deposited into an Escrow Fund (the "Escrow Fund") established under the Escrow Agreement, dated as of July 1, 2025 (the "Escrow Agreement"), by and between the County and Zions Bancorporation, National Association, (the "Escrow Agent"), as escrow agent. Such amounts, together with amounts transferred from certain funds held under the trust agreement pursuant to which the Prior Certificates were executed and delivered (the "Prior Trust Agreement"), will be invested in cash and defeasance securities authorized under the Prior Trust Agreement (collectively, the "Investment Securities"). The Investment Securities will be scheduled to mature in such amounts and at such time and pay interest at such rates, together with amounts held under the Prior Trust Agreement, as to provide amounts sufficient to pay the 2016 Prepayment Price on the 2016 Prepayment Date.

Upon deposit of the Investment Securities pursuant to the Escrow Agreement and instructions to the Escrow Agent in accordance with the defeasance provisions of the Prior Trust Agreement, the owners of the Prior Certificates will cease to be entitled to the pledge of and lien on the base rental payments with respect to the Prior Certificates and the Prior Trust Agreement will thereupon cease, terminate and become void and be discharged and satisfied in accordance with the terms of the Prior Trust Agreement. Samuel Klein and Company, Certified Public Accountants, will verify the mathematical computations used to determine the sufficiency of the deposits into the Escrow Fund. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the Series 2025 Certificates, together with other moneys available therefor, are expected to be applied approximately as follows:

	Series 2025 Certificates
Sources:	
Principal Amount of Series 2025 Certificates	$
[Net] Original Issue Premium/Discount	
Transfers From Amounts Held Under Prior Trust Agreement	
Total Sources	$
Uses:	
Escrow Fund	$
Base Rental Payment Fund	
Costs of Issuance(1)	
Total Uses	$

(1) Includes Initial Purchaser's discount, fees of Special Counsel, Disclosure Counsel, the rating agencies, the Municipal Advisor, the Trustee, the Verification Agent, title insurance fees, printing costs and other costs of issuance.

THE SERIES 2025 CERTIFICATES

The following is a summary of certain provisions of the Series 2025 Certificates. Reference is made to the Trust Agreement and the Facility Lease for a more detailed description of such provisions. The discussion herein is qualified by such reference. See APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" attached hereto.

General

The Series 2025 Certificates will be dated their date of delivery and principal with respect to the Series 2025 Certificates will be payable on the dates set forth on the inside cover page of this Official Statement. The interest with respect to the Series 2025 Certificates will represent the sum of the portions of the Base Rental Payments designated as interest components coming due on the Interest Payment Dates in each year. The principal with respect to the Series 2025 Certificates will represent the sum of the portions of the Base Rental Payments designated as principal components coming due on the Principal Payment Date in each year. Interest with respect to the Series 2025 Certificates will be payable semiannually on each April 1 and October 1 of each year, commencing on October 1, 2025 (each, an "Interest Payment Date") and will be computed on the basis of a 360-day year of twelve 30-day months.

The interest with respect to the Series 2025 Certificates will be payable on each Interest Payment Date by check sent by first class mail by the Trustee to the respective Owners of the Series 2025 Certificates as of the Record Date for such Interest Payment Date at their addresses shown on the books required to be kept by the Trustee pursuant to the Trust Agreement. Payments of defaulted interest with respect to any Series 2025 Certificate shall be paid by check to the Owner as of a special record date to be fixed by the Trustee, notice of which special record date is required under the Trust Agreement to be given to the Owner of the Series 2025 Certificate not less than ten days prior thereto. As defined in the Trust Agreement, the term "Record Date" means the close of business on the fifteenth day of the month preceding any Interest Payment Date, whether or not such day is a Business Day.

Book-Entry System

The Series 2025 Certificates will be initially delivered in denominations of $5,000 and any integral multiple thereof. The Series 2025 Certificates will be delivered in fully registered form only, and, when executed and delivered, will be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Series 2025 Certificates. Individual purchases of the Series 2025 Certificates will be made in book-entry form only. Purchasers of the Series 2025 Certificates will not receive certificates representing their ownership interests in the Series 2025 Certificates purchased. Principal and interest payments with respect to the Series 2025 Certificates will be payable directly to DTC by the Trustee. Upon receipt of payments of principal and interest, DTC will in turn distribute such payments to the Beneficial Owners of the Series 2025 Certificates. See APPENDIX D – "BOOK-ENTRY SYSTEM" attached hereto.

Prepayment

No Optional Prepayment of Series 2025 Certificates. The Series 2025 Certificates are not subject to optional prepayment prior to their stated Principal Payment.

Extraordinary Prepayment. The Series 2025 Certificates are subject to prepayment on any date prior to their respective maturity dates, as a whole, or in part, at the written direction of the County, from the net proceeds of any insurance or condemnation award with respect to the Leased Property or portions thereof, at a prepayment price equal to the sum of the principal amount plus accrued interest evidenced thereby to the date fixed for prepayment, without premium. Such net proceeds of any insurance or condemnation award to be applied to prepayment will be in integral multiples of an Authorized Denomination so that the aggregate annual amounts of principal components of Base Rental Payments payable under the Facility Lease represented by the Series 2025 Certificates which shall be payable after such prepayment date shall each be in an integral multiple of an Authorized Denomination and shall be as nearly proportional as practicable to the aggregate annual amounts of principal components of Base Rental Payments payable under the Facility Lease represented by the Series 2025 Certificates.

Notice of Prepayment. So long as the Series 2025 Certificates are held in book-entry form, notices of prepayment will be mailed by the Trustee only to DTC, and not to any Beneficial Owners, at least 30 but not more than 60 days prior to the date fixed for prepayment. The Trustee shall also provide such additional notice of prepayment of Series 2025 Certificates at the time and as may be required by the Municipal Securities Rulemaking Board. Each notice of prepayment shall state the date of such notice, the Series 2025 Certificates to be prepaid, the date of issue, the prepayment date, the prepayment price, the place or places of prepayment (including the name and appropriate address or addresses), the CUSIP number (if any) of the maturity or maturities, and, if less than all of any such maturity are to be prepaid, the distinctive certificate numbers of the Series 2025 Certificates of such maturity to be prepaid and, in the case of Series 2025 Certificates to be prepaid in part only, the respective portions of the principal amount thereof to be prepaid. Each such notice shall also state that such prepayment may be rescinded by the County and that, unless such prepayment is so rescinded, and provided that on said date funds are available for payment in full of the Series 2025 Certificates then called for prepayment, on said date there will become due and payable on the Series 2025 Certificates the prepayment price thereof or of said specified portion of the principal amount thereof in the case of a Series 2025 Certificate to be prepaid in part only, together with interest accrued thereon to the prepayment date, and that from and after such prepayment date interest thereon shall cease to accrue, and shall require that such Series 2025 Certificates be then surrendered at the address or addresses of the Trustee specified in the prepayment notice.

Failure by the Trustee to give notice as described above to any one or more of the information services or securities depositories, or the insufficiency of any such notice shall not affect the sufficiency of the proceedings for prepayment. The failure of any Owner to receive any prepayment notice mailed to such

Owner and any defect in the notice so mailed shall not affect the sufficiency of the proceedings for prepayment.

Any notice of prepayment shall be cancelled and annulled if for any reason funds are not available on the date fixed for prepayment for the payment in full of the Series 2025 Certificates then called for prepayment, and such cancellation shall not constitute an Event of Default under the Trust Agreement. The Trustee shall mail notice of such rescission of prepayment in the same manner as the original notice of prepayment was sent.

Selection of Series 2025 Certificates for Prepayment. Whenever less than all the Outstanding Series 2025 Certificates are to be prepaid on any one date, the Trustee shall select the Series 2025 Certificates to be prepaid by selecting such Series 2025 Certificates as evidence the prepaid Base Rental Payments determined by the County to be prepaid from eminent domain proceeds or net insurance proceeds received in accordance with the Facility Lease, and by lot among Series 2025 Certificates of the same stated Principal Payment Date in any manner that the Trustee deems fair and appropriate, which decision shall be final and binding upon the County, the Corporation and the Owners.

Partial Prepayment of Series 2025 Certificates. Upon surrender of any Series 2025 Certificate prepaid in part only, the Trustee shall execute and deliver to the Owner thereof a new Series 2025 Certificate or Series 2025 Certificates representing the unpaid principal amount of the Series 2025 Certificate surrendered.

Effect of Prepayment. If notice of prepayment has been duly given as aforesaid and moneys for the payment of the prepayment price of the Series 2025 Certificates to be prepaid are held by the Trustee, then on the prepayment date designated in such notice the Series 2025 Certificates so called for prepayment shall become payable at the prepayment price specified in such notice; and from and after the date so designated interest with respect to the Series 2025 Certificates so called for prepayment shall cease to accrue, such Series 2025 Certificates shall cease to be entitled to any benefit or security under the Trust Agreement and the Owners of such Series 2025 Certificates shall have no rights in respect thereof except to receive payment of the prepayment price represented thereby. The Trustee shall, upon surrender for payment of any of the Series 2025 Certificates to be prepaid, pay such Series 2025 Certificates at the prepayment price thereof.

SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES

Base Rental Payments

General. The Series 2025 Certificates will represent the aggregate principal components of the Base Rental Payments under the Facility Lease and evidence and represent a proportionate, undivided interest in the Base Rental Payments to be made by the County. The County is required under the Facility Lease to make Base Rental Payments subject to the provisions of the Facility Lease related to abatement. The County has covenanted in the Facility Lease to take such action as may be necessary to include all Base Rental Payments and Additional Payments with respect to the Leased Property in its operating budget for each fiscal year commencing after the date of the Facility Lease, and to make the necessary appropriations for such Base Rental Payments and Additional Payments. Base Rental Payments are scheduled to be paid as set forth herein. See "– Base Rental Payments Schedule" herein.

THE OBLIGATION OF THE COUNTY TO MAKE BASE RENTAL PAYMENTS AND TO MAKE ADDITIONAL PAYMENTS DOES NOT CONSTITUTE AN OBLIGATION OF THE COUNTY FOR WHICH THE COUNTY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE COUNTY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION.

NEITHER THE CERTIFICATES NOR THE OBLIGATION TO MAKE BASE RENTAL PAYMENTS AND TO MAKE ADDITIONAL PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE COUNTY, THE CORPORATION, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION. SEE APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – FACILITY LEASE – RENTAL PAYMENTS – OBLIGATION TO MAKE RENTAL PAYMENTS" ATTACHED HERETO.

Pursuant to the Trust Agreement, the Trustee will establish and maintain a Base Rental Payment Fund. Within the Base Rental Payment Fund, the Trustee will establish and maintain a separate account designated the "Interest Account" and a separate account designated the "Principal Account." The Trustee, pursuant to the Trust Agreement, will receive Base Rental Payments for the benefit of the Owners of the Certificates. Except as expressly provided in the Trust Agreement, the Trustee will not have any obligation or liability to such Owners with respect to the payment when due of the Base Rental Payments by the County, or with respect to the performance by the County or the Corporation of the other agreements and covenants required to be performed by them, respectively contained in the Site Lease or the Facility Lease or in the Trust Agreement. Additional Payments payable by the County under the Facility Lease includes, among other costs, amounts sufficient to pay certain taxes and assessments, insurance premiums, and certain administrative costs.

The Base Rental Payments under the Facility Lease are absolutely net to the Corporation so that the Facility Lease shall yield to the Corporation the lease payments, free of any charges, assessments or impositions of any kind charged, assessed or imposed on or against the Leased Property, and without counterclaim, deduction, defense, deferment or set-off by the County except as specifically otherwise provided in the Facility Lease. The Facility Lease provides that the agreements and covenants on the part of the County contained therein shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the County to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the County to carry out and perform the covenants and agreements of the County contained in the Facility Lease.

Base Rental Payments Schedule**.** [The Facility Lease requires that all Base Rental Payments due thereunder in any Fiscal Year after June 30, 20__ shall be due and payable in one sum on July 5 of each year, commencing on July 5, 20__.] Any payment scheduled to be made on a date which is not a Business Day shall be made on the next succeeding Business Day. The failure of the County to make the annual Base Rental Payment under the Facility Lease on July 5 of each year, commencing [July 5, 20__], is an Event of Default under the Facility Lease.

The following table sets forth the annual Base Rental Payments under the Facility Lease.

BASE RENTAL PAYMENTS

Fiscal Year Ending June 30	Series 2025 Principal Component	Series 2025 Interest Component	Total Base Rental Payments[(1)]
Total			

[(1)] Amounts reflect the aggregate amount of scheduled Base Rental Payments under the Facility Lease on July 5 of each calendar year, except the Base Rental Payments due on [________ 1, 20__] and [_____ 1, 20__] which shall be paid with a deposit into the Base Rental Payment Fund on the closing date of the Series 2025 Certificates.

Insurance

The Facility Lease provides that the County shall secure and maintain, or cause to be secured and maintained, at all times with insurers of recognized responsibility, insurance against the risks and in the amounts set forth in the Facility Lease. Such insurance includes "all risk" insurance against loss or damage to the Leased Property, including flood, but excluding earthquake, which shall be maintained at any time in an amount per occurrence at least equal to the lesser of (i) the cumulative replacement values of the Leased Property, and, in the case of a policy covering more than the Leased Property, as permitted by the next succeeding sentence, any other property which is the subject of a lease, installment purchase agreement or other financing arrangement for which bonds, certificates of participation or other obligations shall have been issued ("Obligations") or (ii) the aggregate amount of the principal component of the then-remaining Base Rental Payments payable under the Facility Lease. Such insurance may at any time include a deductible clause providing for a deductible not to exceed $100,000 for any one loss (except for flood, in which case the deductible may not exceed $250,000 for any one loss). Pursuant to the Facility Lease the County may obtain such coverage as a joint insured with one or more other public agencies located within or outside of the County of San Diego, which may be limited in an amount per occurrence in the aggregate for all insureds as described in the first sentence of this paragraph and which may be limited in a cumulative amount of claims during a 12-month period in the aggregate for all insureds in an amount not less than $500,000,000 (collectively, "Pooled Public Agencies Insurance"). The County anticipates that it will secure and maintain "all risk" insurance covering the Leased Property through an insurance policy described in the immediately preceding sentence. As a consequence, the Leased Property will not be covered through stand-alone insurance policies and will rather be covered through an insurance policy that covers multiple properties owned by varying public agencies throughout the State. If there occurs one or more losses or damages to the properties covered by that insurance policy in a fiscal year that exceeds the annual cumulative limit provided therein and there were also to occur a loss or damage to the Leased Property in the same fiscal year, then the County and the Trustee may be unable to make a claim under such insurance policy for such loss or damage and there may not otherwise be any other insurance covering such loss or damage to the Leased Property.

The Facility Lease provides that the County will also obtain rental interruption insurance with respect to the Leased Property, in an amount sufficient at all times to pay the total rent payable under the Facility Lease for a period of not less than two years' Base Rental Payments for the Leased Property; provided that such rental interruption insurance may be included in the Pooled Public Agencies Insurance. See APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Facility Lease – Maintenance; Taxes; Insurance and Other Charges – Insurance" attached hereto.

The Facility Lease provides that the amount of coverage required may be reduced to a smaller amount if an Insurance Consultant provides written advice to the County and the Trustee that, based upon its evaluation of the County's maximum foreseeable loss in the event of a major conflagration, windstorm, explosion, riot, flood or similar event, a specified smaller amount is believed to be reasonable given the nature of the risks insured and the proximity of the insured properties to each other. The County is under no obligation to provide insurance against loss or damage occasioned by the perils of an earthquake. For additional information regarding the County's risk management programs, see APPENDIX A – "COUNTY OF SAN DIEGO FINANCIAL, ECONOMIC AND DEMOGRAPHIC INFORMATION – COUNTY FINANCIAL INFORMATION – Risk Management" and APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Facility Lease – Maintenance; Taxes; Insurance and Other Charges – Insurance" attached hereto.

Abatement

Except to the extent of (a) amounts held by the Trustee in the Base Rental Payment Fund, (b) amounts received in respect of rental interruption insurance, and (c) amounts, if any, otherwise legally available to the Trustee for payments in respect of the Series 2025 Certificates, during any period in which, by reason of material damage, destruction, title defect, or condemnation, there is substantial interference with the use and possession by the County of any portion of the Leased Property, Base Rental Payments due under the Facility Lease with respect to the Leased Property shall be abated to the extent that the annual fair rental value of the portion of the affected Leased Property in respect of which there is no substantial interference is less than the annual Base Rental Payments under the Facility Lease, in which case rental payments shall be abated only by an amount equal to the difference. In the event the County shall assign, transfer or sublease any or all of the affected Leased Property or other rights under the Facility Lease as permitted by the Facility Lease for purposes of determining the fair rental value available to pay Base Rental Payments, annual fair rental value of the affected Leased Property shall first be allocated to the Facility Lease as provided therein. Such abatement shall continue for the period commencing with the date of such damage, destruction, title defect or condemnation and ending with the substantial completion of the work of repair or replacement of the portions of the affected Leased Property so damaged, destroyed, defective or condemned.

In the event that rental is abated, in whole or in part, due to damage, destruction, title defect or condemnation of any part of the Leased Property and the County is unable to repair, replace or rebuild such Leased Property from the proceeds of insurance, if any, pursuant to the Facility Lease, the County will apply for and use its best efforts to obtain any appropriate State and/or federal disaster relief in order to obtain funds to repair, replace or rebuild the affected Leased Property.

Substitution or Removal of Leased Property

The County may amend the Facility Lease and the Site Lease to: (i) add additional real property to the Leased Property, (ii) substitute alternate real property and/or improvements (the "Substituted Property") for any portion of the then-existing Leased Property and/or (iii) release real property (including undivided interests therein) and/or improvements by Removal (as defined by the Facility Lease) from the Facility Lease and the definition of Leased Property set forth in the Facility Lease and Site Lease upon compliance with all of the conditions set forth in the Facility Lease. After a Substitution or Removal, the part of the Leased Property for which the Substitution or Removal has been effected shall be evidenced by an amendment to the leasehold under the Facility Lease and Site Lease and the assignment of rights related thereto under the Assignment Agreement. Notwithstanding any Substitution or Removal pursuant to the Facility Lease, there shall be no reduction or abatement of the Base Rental Payments due from the County under the Facility Lease as a result of such Substitution or Removal. See APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Facility Lease – The Leased Property – Additions to Leased Property; Substitution or Removal of Leased Property" attached hereto.

No Debt Service Reserve Fund for the Series 2025 Certificates

The County will not fund a debt service reserve fund for the Series 2025 Certificates. Amounts held or to be held in a reserve fund or account established for any other series of Certificates or any reserve fund credit policy for any other series of Certificates, if any, will not be available to be drawn upon to pay principal, premium, if any, or interest with respect to the Series 2025 Certificates.

No Acceleration and No Right of Relet upon an Event of Default

There is no remedy of acceleration in payments under the Facility Lease nor may the Trustee exercise any right of reentry upon or repossession of the Leased Property upon the occurrence of an Event of Default thereunder. Upon the occurrence of an Event of Default under the Facility Lease, the Corporation or its assignee must thereafter maintain the Facility Lease in full force and effect and may only recover rent and other monetary charges as they become due, all without terminating the County's right to possession of the Leased Property, regardless of whether or not the County has abandoned such Leased Property or any portion thereof. THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE AGAINST THE COUNTY UNDER THE FACILITY LEASE OR OTHERWISE. In such event, the County will remain liable and will keep or perform all covenants and conditions required under the Facility Lease to be kept or performed by the County, pay the rent to the end of the term of the Facility Lease and pay said rent and/or rent deficiency punctually at the same time and in the same manner as required under the Facility Lease for the payment of rent thereunder (without acceleration). See APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Facility Lease– Default and Remedies" attached hereto.

THE CORPORATION

The Corporation was organized on June 12, 1984, as a nonprofit public benefit corporation pursuant to the Nonprofit Public Corporation Law of the State of California. The Corporation's purpose is to render assistance to the County in its acquisition of leased properties, real property and improvements on behalf of the County. Under its articles of incorporation, the Corporation has all powers conferred upon nonprofit public benefit corporations by the laws of the State of California, provided that it will not engage in any activity other than that which is necessary or convenient for, or incidental to the purposes for which it was formed. The Corporation has no taxing authority. The Corporation has no liability to the Owners of the Series 2025 Certificates and has pledged none of its moneys, funds or assets toward the Base Rental Payments or Additional Payments under the Facility Lease or toward the payment of any amount due in connection with the Series 2025 Certificates.

The Corporation is a separate legal entity from the County. It is governed by a five-member Board of Directors (the "Board of Directors") appointed by the Board of Supervisors of the County. The Corporation has no employees. All staff work is performed by employees of the County. The members of the Corporation's Board of Directors are Michel Anderson, Jeff Kane, John Todd, and Shirley Nakawatase.

The County's Chief Financial Officer, Treasurer-Tax Collector, the County Counsel, and other County employees are available to provide staff support to the Corporation.

The Corporation has not entered into any material financing arrangements with respect to the Series 2025 Certificates other than those referred to in this Official Statement. Further information concerning the Corporation may be obtained from the San Diego County Capital Asset Leasing Corporation office at 1600 Pacific Highway, Room 166, San Diego, California 92101.

RISK FACTORS

The following factors, along with all other information in this Official Statement, including, without limitation, Appendix A, must be considered by potential investors in evaluating the risks inherent in the purchase of the Series 2025 Certificates. However, they do not purport to be an exhaustive listing of risks and other considerations which may be relevant to an investment in the Series 2025 Certificates. In addition, the order in which the following factors are presented is not intended to reflect the relative importance of any such risks.

Not a Pledge of Taxes

The obligation of the County to pay the Base Rental Payments and Additional Payments does not constitute an obligation of the County for which the County is obligated to levy or pledge any form of taxation or for which the County has levied or pledged any form of taxation. The obligation of the County to pay Base Rental Payments and Additional Payments does not constitute a debt or indebtedness of the County, the Corporation, the State or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

Although the Facility Lease does not create a pledge, lien or encumbrance upon the funds of the County, the County is obligated under the Facility Lease to pay Base Rental Payments from any source of legally available funds (subject to certain exceptions) and the County has covenanted in the Facility Lease that, for as long as the Leased Property is available for its use and possession, it will make the necessary annual appropriations within its budget for all Base Rental Payments. The County is currently liable on other obligations payable from general revenues.

Additional Obligations of the County

The County has the ability to enter into other obligations which may constitute additional charges against its revenues. To the extent that additional obligations are incurred by the County, the funds available to make Base Rental Payments may be decreased.

The Base Rental Payments and other payments due under the Facility Lease (including payment of costs of repair and maintenance of the Leased Property, taxes and other governmental charges levied against the Leased Property) are payable from funds lawfully available to the County. In the event that the amounts which the County is obligated to pay in a fiscal year exceed the County's revenues for such year, the County may choose to make some payments rather than making other payments, including Base Rental Payments, based on the perceived needs of the County. The same result could occur if, because of California Constitutional limits on expenditures, the County is not permitted to appropriate and spend all of its available revenues.

Financial Conditions in Local, State and National Economies

The financial condition of the County can be significantly affected by generally prevailing conditions in the local, State and national economies. Such conditions and factors may impact the amounts available to the County to pay Base Rental Payments due under the Facility Lease. The County receives a significant portion of its funding from the State. Decreases in the State's general fund revenues may significantly affect appropriations made by the State to public agencies, including the County. There can be no assurances that the occurrence of a recession or otherwise declining conditions in the local, State or national economies will not materially adversely affect the financial condition of the County in the future. See also APPENDIX A – "COUNTY OF SAN DIEGO FINANCIAL, ECONOMIC AND DEMOGRAPHIC INFORMATION – STATE OF CALIFORNIA BUDGET INFORMATION" attached hereto.

The nation and the State experienced a severe economic disruption resulting from the COVID-19 Pandemic (as defined below). See "Public Health Emergencies" below, and APPENDIX A – "COUNTY OF SAN DIEGO FINANCIAL, ECONOMIC AND DEMOGRAPHIC INFORMATION" attached hereto. There can be no assurances that a future disruption or otherwise declining conditions in the local, State or national economies will not materially adversely affect the financial condition of the County in the future. See APPENDIX A – "COUNTY OF SAN DIEGO FINANCIAL, ECONOMIC AND DEMOGRAPHIC INFORMATION – OVERVIEW OF THE COUNTY'S FINANCIAL CONDITION."

Uncertainties of Federal Legislation and Federal Policy

The County continues to monitor developments involving the federal government. Federal policies involving education, healthcare, taxation, appropriations, borrowing (including the debt ceiling), trade (including tariffs), immigration and other topics can shift, sometimes dramatically, from one presidential administration or Congress to another. From time to time, such shifts can result in reductions to the level of federal funding for a variety of policy priorities, including education, healthcare and other federally funded programs and result in other nationals and regional economic impacts. Many of the Counties programs and services are directed and funded by federal and State mandates [some of which require County financial support.] Recently, several such policy shifts, including proposed delays, reductions and potential eliminations in grants, federal funding and other appropriations, tariffs and immigration actions have been proposed or promulgated through presidential executive orders and other official and unofficial actions at the federal level. The County cannot predict the outcome of such proposals and other actions, nor the potential impacts of any future changes in federal policy. However, such changes could in the future have adverse effects on the County's financial condition.

Public Health Emergencies

The global outbreak of the novel coronavirus COVID-19 ("COVID-19"), a respiratory disease declared to be a pandemic (the "Pandemic") by the World Health Organization, was a widespread public health emergency that significantly affected the national capital markets and national, State and local economies in various ways. The COVID-19 Pandemic resulted in general negative effects on the County's economy, particularly in Fiscal Year 2020-21, which adversely impacted the County's tax revenues and increased expenses due to the public health responses.

While the COVID-19 Pandemic did not materially impact the secured property tax collection rate for the Fiscal Year 2020-21, the County experienced an increase in requests for cancellation of penalties which resulted in over $3.49 million in penalties being cancelled. Both the State and the County took actions designed to mitigate the spread of COVID-19, including requiring the temporary closure of non-essential businesses.

With time and as a result of these State and County actions, COVID-19 and related deaths have decreased significantly, vaccination rates have increased, substantive emergency orders have been lifted, and the national and local economies have been improving, the economic effects of the COVID-19 Pandemic are uncertain in many respects. County, State and federal actions may be taken to contain future public health emergencies. The County cannot predict the overall impact that such public health emergencies may have on the County's financial condition or operations.

Default; Remedies Upon Default; No Right of Relet

Upon the occurrence of an Event of Default under the Facility Lease, the Trustee must thereafter maintain the Facility Lease in full force and effect and may only recover rent and other monetary charges as they become due, all without terminating the County's right to possession of the Leased Property; regardless of whether or not the County has abandoned the Leased Property or any portion thereof; THIS IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE AGAINST THE COUNTY UNDER THE FACILITY LEASE OR OTHERWISE IN THE EVENT OF A DEFAULT UNDER THE FACILITY LEASE. There is no remedy of acceleration of the total Base Rental Payments due over the term of the Facility Lease nor is the Trustee empowered to sell the Leased Property and use the proceeds of such sale to prepay then Outstanding Certificates or pay debt service thereon. The County shall remain liable and agrees to keep or perform all covenants and conditions contained in the Facility Lease to be kept or performed by the County and, to pay the rent to the end of the term of the Facility Lease and further agrees to pay such rent and/or rent deficiency punctually at the same time and in the same manner as provided in the Facility Lease for the payment of rent thereunder (without acceleration). The Trustee would be required to seek a separate judgment each year for that year's defaulted Base Rental Payments. Any such suit for money damages would be subject to limitations on legal remedies against counties in the State, including a limitation on enforcement of judgments against funds of a fiscal year other than the fiscal year in which the Base Rental Payments were due and against funds needed to serve the public welfare and interest. See " – Limitations on Remedies" below.

Limitations on Remedies

The rights of the Owners of the Series 2025 Certificates are subject to the limitations on legal remedies against counties in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest. Additionally, enforceability of the rights and remedies of the owners of the Series 2025 Certificates, and the obligations incurred by the County, may become subject to the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect, equity principles which may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose and the limitations on remedies against counties in the State. Bankruptcy proceedings, or the exercise of powers by the federal or State government, if initiated, could subject the owners of the Series 2025 Certificates to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights. See " – Bankruptcy" below.

Bankruptcy

In addition to the limitation on remedies contained in the Trust Agreement, the rights and remedies provided in the Trust Agreement, the Site Lease and the Facility Lease may be limited by and are subject to the provisions of federal bankruptcy laws and to other laws or equitable principles, as now or hereinafter enacted, that may affect the enforcement of creditors' rights. The various legal opinions to be delivered concurrently with the Series 2025 Certificates (including Special Counsel's approving opinion) will be qualified as to the enforceability of the various agreements relating to the Series 2025 Certificates by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally and by general principles of equity applied in the exercise of judicial discretion. See "– Default; Remedies Upon Default; No Right of Relet" above.

As a result of the commencement of a bankruptcy case by either the County or the Corporation, Owners could experience partial or total loss of their investment in the Series 2025 Certificates. The County is a governmental unit and the Corporation is a public agency; therefore, neither the County nor the Corporation can be the subject of an involuntary case under the United States Bankruptcy Code (the "Bankruptcy Code"). However, pursuant to Chapter 9 of the Bankruptcy Code, the County and the Corporation may seek voluntary protection from their respective creditors for purposes of adjusting their respective debts, provided that they comply with, among other things, the requirements of Section 53760 et seq. of the Government Code of the State. Under the Government Code as currently in effect, a local public entity, including the County and the Corporation, is prohibited from filing under the Bankruptcy Code unless it has participated in a specified neutral evaluation process with interested parties, as defined, or it has declared a fiscal emergency and has adopted a resolution by a majority vote of the governing board at a noticed public hearing that includes findings that the financial state of the local public entity jeopardizes the health, safety, or well-being of the residents of the local public entity's jurisdiction or service area absent bankruptcy protections.

In the event that either the County or the Corporation was a debtor under the Bankruptcy Code, the affected entity would be entitled to all of the protective provisions of the Bankruptcy Code as applicable in a Chapter 9 proceeding and an owner of a Series 2025 Certificate would be treated as a creditor. Possible adverse effects of such a bankruptcy may include, but are not limited to (i) the application of the automatic stay provisions of the Bankruptcy Code which, absent court approval, generally prohibit the commencement of any judicial or other action to recover a pre-petition claim against the County or the Corporation, as applicable, any act to collect on a pre-petition debt or claim, or any act to obtain possession of the property of the County or the Corporation, as applicable; (ii) the avoidance of preferential transfers occurring during the relevant period prior to the commencement of the bankruptcy case; (iii) the existence of secured and/or unsecured creditors with allowed claims that may have priority over any claims of the Owners; and (iv) the possibility of the bankruptcy court's confirmation of a plan of adjustment of the debts of the County or the Corporation, as applicable, which may restructure, delay, compromise or reduce the amount of the Owners' claim.

In addition, under the Bankruptcy Code, certain provisions of the Site Lease and the Facility Lease that are based on the bankruptcy, insolvency or financial condition of the County or the Corporation may be rendered unenforceable. Under the Trust Agreement, the Trustee has a security interest in all amounts on deposit from time to time in the funds and accounts established the Trust Agreement, including the Base Rental Payments as defined therein, for the benefit of the Owners of the Certificates, but such security interest arises only when the Base Rental Payments are actually received by the Trustee following payment by the County. The Leased Property is not subject to a security interest, mortgage or any other lien in favor of the Trustee for the benefit of Owners of the Certificates.

In addition, if the County is in bankruptcy, the County may be able to obtain authorization from the bankruptcy court to sell to a third party the Leased Property, free and clear of the Site Lease, the Facility Lease, and the rights of the Trustee and the Owners of the Certificates, over the objections of the Trustee and the Owners of the Certificates.

Further, in bankruptcy, the County could either assume or reject the Site Lease or the Facility Lease despite any provision of the Site Lease or the Facility Lease which makes the bankruptcy or insolvency of the County an Event of Default thereunder. In the event the County rejects the Facility Lease, the Trustee, on behalf of the Owners of the Certificates, would have a pre-petition unsecured claim for the damages as a result of such rejection that may be capped in their amount and not be paid in its full face amount. Moreover, such rejection would terminate the Facility Lease and the County's obligations to make payments thereunder. The County may also be permitted to assign the Facility Lease to a third party, regardless of the terms of the transaction documents, so that the County would not be obligated to make any further payments under the Facility Lease. In the event the County rejects the Site Lease, the Trustee, on behalf of the Owners of the then Outstanding Certificates, would have a pre-petition unsecured claim. Moreover, such rejection may terminate both the Site Lease and the Facility Lease and the obligations of the County to make payments thereunder. The County may be able to stay in possession of the Leased Property, notwithstanding its rejection of the Site Lease or the Facility Lease.

If the Corporation is in bankruptcy, the Corporation may be able to either reject the Site Lease or the Facility Lease or assume the Site Lease or the Facility Lease despite any provision of the Site Lease or the Facility Lease which makes the bankruptcy or insolvency of the Corporation an Event of Default thereunder. In the event the Corporation rejects the Site Lease, the Trustee, on behalf of the Owners of the Certificates, would have a pre-petition unsecured claim that may be capped in amount or not be paid in its full face amount. Moreover, such rejection would terminate the Site Lease and the Facility Lease and the obligations of the County to make payments thereunder, although the County may be able to remain in possession of the Leased Property. In the event the Corporation rejects the Facility Lease, the Trustee, on behalf of the Owners of the Certificates, would have a pre-petition unsecured claim that may be substantially limited in amount. Moreover, such rejection may terminate the Facility Lease and the County's obligations to make payments thereunder, although the County may be able to remain in possession of the Leased Property. The Corporation may also be permitted to assign the Site Lease or the Facility Lease to a third party, regardless of the terms of the transaction documents.

If the Corporation is a debtor in a bankruptcy, the lien of the Trust Agreement may not attach to any payments made by the County after the commencement of the bankruptcy case. The provisions of the transaction documents that require the County to make payments directly to the Trustee rather than to the Corporation may no longer be enforceable, and all payments may be required to be made to the Corporation.

There may be delays in payments on the Certificates while the court considers any of these issues. There may be other possible effects of a bankruptcy of the County or the Corporation that could result in delays or reductions in payments on, or other losses with respect to, the Certificates. Regardless of any specific adverse determinations in a bankruptcy of the County or the Corporation, the fact of a bankruptcy of the County or the Corporation could have an adverse effect on the liquidity and value of the Certificates.

Abatement

Except to the extent of (a) amounts held by the Trustee in the Base Rental Payment Fund, (b) amounts received in respect of rental interruption insurance, and (c) amounts, if any, otherwise legally available to the Trustee for payments in respect of the Series 2025 Certificates, during any period in which, by reason of material damage, destruction, title defect, or condemnation, there is substantial interference with the use and possession by the County of any portion of the Leased Property, Base Rental Payments due under the Facility Lease with respect to the Leased Property shall be abated to the extent that the annual fair rental value of the portion of the affected Leased Property in respect of which there is no substantial interference is less than the annual Base Rental Payments under the Facility Lease, in which case rental payments shall be abated only by an amount equal to the difference. Any abatement of rental payments pursuant to the Facility Lease shall not be considered an Event of Default under the Facility Lease. Such abatement shall continue for the period commencing with the date of such damage, destruction, title defect or condemnation and ending with the substantial completion of the work of repair or replacement of the portions of the affected Leased Property so damaged, destroyed, defective or condemned.

Seismic Events and Other Natural Disasters

The County, like most regions in the State, is located in an area of seismic activity from movements along active fault zones and, therefore, could be subject to potentially destructive earthquakes. Numerous minor faults transect areas within the County and seismic hazards encompass both potential surface rupture and ground shaking. The Leased Property is located within a seismically active area, and damage from an earthquake could be substantial. Most recently, in April 2025, the County experienced a 5.2 magnitude earthquake. The County is still assessing the damage caused by the earthquake; however, it does not appear that any of the County's facilities or operations were significantly impacted by the event.

The County is not obligated under the Facility Lease to procure and maintain, or cause to be procured and maintained, earthquake insurance on the Leased Property and no assurance can be made that the County will procure and maintain, or cause to be procured and maintained, such insurance. There can be no assurance that earthquake insurance on the Leased Property, if any, can be renewed or will be maintained by the County in the future, or will be available for payments in respect of the Certificates. If there is no earthquake insurance on the Leased Property and if the Leased Property is substantially damaged in an earthquake, the affected Base Rental Payments would be subject to abatement. See "– Abatement" above.

Additionally, many areas of California, including areas within the County, have suffered from severe wildfires in recent years, resulting in thousands of acres being burned and the destruction of homes and other structures. The occurrence of severe seismic activity, a significant wildfire or other natural disasters, such as flooding or landslides in the County could result in substantial damage to property and infrastructure within the County, including the Leased Property. Substantial financial and operational resources of the County could be required during such an event and thereafter to repair damage to County infrastructure and the Leased Property. The County operates and coordinates a comprehensive disaster recovery network that is responsible for providing critical services in response to such natural disasters and other emergencies. The Leased Property may also be at risk from other events of force majeure, such as damaging storms, floods, fires and explosions, strikes, sabotage, riots and spills of hazardous substances, among other events. The County cannot predict what force majeure events may occur in the future. For additional information regarding the County's risk management programs, see APPENDIX A – "COUNTY OF SAN DIEGO FINANCIAL, ECONOMIC AND DEMOGRAPHIC INFORMATION – COUNTY FINANCIAL INFORMATION – Risk Management" and APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS –The Facility Lease – Maintenance; Taxes, Insurance and Other Charges – Insurance" attached hereto.

Cybersecurity

The County relies on a complex technology environment to conduct its operations. As a recipient and provider of personal, private and sensitive information, the County and its departments face multiple cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computers and other sensitive digital networks and systems. The County outsources its information technology ("IT") and telecommunications services (including the Sheriff's Department and the District Attorney's office), to a third party contractor. The County is currently in year nine of a 12-year IT outsourcing agreement.

Currently, the County carries cyber liability insurance which covers various cybersecurity-related events. The County's Risk Management Insurance unit works closely with departments to ensure all contracts have the recommended levels of insurance to reduce the County's exposure and risk for cyber liability. The County has developed a number of business continuity, incident response and disaster recovery plans related to cybersecurity that it tests regularly throughout each year. The County also has a Learning Management System that is integrated into the County's Knowbe4 Security Awareness Training Program (the "Knowbe4 Program"). The County continuously updates the content in its Knowbe4 Program using information from multiple training providers on topics like spam and phishing attempts. The County also uses the Knowbe4 Program to perform regular simulated phishing tests and other targeted tests to measure the effectiveness of its training programs.

No assurances can be given that the County's security and operational control measures will be successful in guarding against any and each cyber threat and attack. The results of any attack on the County's computer and IT systems could impact its operations and damage the County's digital networks and systems, and the costs of remedying any such damage could be substantial.

Climate Change

The change in the earth's average atmospheric temperature, generally referred to as "climate change," is expected to, among other things, increase the frequency and severity of extreme weather events and present the possibility of substantial property damage. The County has adopted and implemented a Multi-Jurisdictional Hazard Mitigation Plan (as defined herein) and has devised response plans for, among other things, fire, flooding, drought, and coastal storms. The County also participates in annual emergency response exercises. The County cannot predict the timing, extent, or severity of climate change and its impact on the County's operations and finances. Also, additional actions to address climate change may be necessary and the County can give no assurances regarding the impact of such actions on the County's operations and finances.

Drought. In recent years, the State has experienced periods of drought and drought conditions, which led the State to issue "State-wide Drought" State of Emergency proclamations. Such executive orders, issued by California Governor Gavin Newsom, aim to reduce the water usage in local communities. Governor Newsom declared regional drought emergencies for Sonoma and Mendocino counties on April 21, 2021 in response to continued drought conditions in 2020 and 2021 throughout the State. Additionally, due to extraordinarily warm temperatures and accelerated rates of snow melt in the spring of 2021, on May 10, 2021, the Governor issued a proclamation placing 39 counties in the State under a drought state of emergency. As of October 19, 2021, all of the State's 58 counties were under emergency drought proclamations.

In March 2023, as a result of heavy winter rains that significantly improved water supply conditions across the State, the Governor rolled back some of the statewide water restrictions required under the emergency drought proclamations issued in 2021.

There is a correlation between periods of drought and the occurrence of wildfires. The California Natural Resources Agency released its Fourth Climate Change Assessment, which included as key findings that the frequency of drought and the amount of acreage consumed by wildfire in the State would both increase in the future. See "Wildfire" below.

Wildfire. In recent years, portions the State, including the County and adjacent counties, have experienced wildfires that have burned millions of acres and destroyed thousands of homes and structures. In addition, major wildfires have occurred in recent years in different regions of the State. On September 21, 2018, Governor Newsom signed a number of measures into law, addressing issues related to increased wildfire risk in the State, including forest management, mutual aid for fire departments, emergency alerts and safety mandates.

In September 2020, the Valley Fire ignited southeast of the town of Alpine in San Diego County and burned for five days. The fire resulted in 16,390 acres being burned causing 12,405 residents to receive evacuation notices. A Presidential Major Disaster Declaration was issued for California wildfires and the Valley fire was included in the declaration. As a result of the Valley Fire, 63 homes were destroyed and nine were damaged.

From January 7, 2025 to January 31, 2025 a series of destructive wildfires affected the Los Angeles metropolitan area. On January 7, 2025, the Governor of California proclaimed a State of Emergency with respect to the Los Angeles area wildfires and issued multiple executive orders to expediate recovery efforts. According to the California Department of Forestry and Fire Protection, almost [____] acres were burned in the fires, with an estimate of more than [____] structures damaged or destroyed in the affected areas, as well as the loss of several lives. Most recently, on January 20, 2025, the County experienced a wildfire that burned approximately 85 acres in a rural part of North County San Diego.

It is not possible for the County to make any representation regarding the extent to which wildfires could cause substantial damage to any of the several properties constituting the Leased Property. None of the areas immediately surrounding parcels comprising the Leased Property are within Very High Fire Hazard Severity Zones or High Fire Hazard Severity Zones, Cal Fire's designations for places highly vulnerable to devastating wildfires.

The California Natural Resources Agency released its Fourth Climate Change Assessment, which included as key findings that the frequency of drought and the amount of acreage consumed by wildfire in the State would both increase in the future. This report details significant economic impacts to the State as a result of these and other natural disasters. The report is publicly available at http://www.climateassessment.ca.gov. The report was released in 2018 and the California Natural Resources Agency anticipates releasing a Fifth Climate Change Assessment in the near future. The reference to this website is included for convenience only; the information contained within the website may not be current, has not been reviewed by the County and is not incorporated herein by this reference.

Extreme Heat. Climate change has also intensified and increased the frequency of heat waves. In recent years, the State has experienced prolonged periods of above-average temperatures. Such extreme heat events can result in heat-related illnesses that impact hospital and healthcare infrastructure and could affect electricity demands and energy use. Extreme heat may also result in increased wildfire danger. The County's Health and Human Services Agency, Public Health Services releases an Excessive Heat Report annually in which it reports on excessive heat events and the County's Excessive Heat Response Plan (the "EHRP"). The Excessive Heat Report for 2023 notes that during the past 15 years, the San Diego region has seen increasing temperatures, evidenced by an increase in the number of heat alerts. In 2023, the National Weather Service issued 15 heat alerts—seven excessive heat warnings and eight heat advisories—for the County, which resulted in eight heat events that lasted a total of 35 days. During such excessive heat events the County's libraries and parks and recreation spaces are used as "cool zones," offering free, air-conditioned settings across the County, for anyone looking to escape excessive heat. The County can give no assurances regarding the frequency, duration, and impact of extreme heat events and their impact on the operations of the County's public facilities.

Flood. Several factors can determine the severity of floods, including rainfall intensity and duration. In regions such as San Diego, without extended periods of below-freezing temperatures, floods usually occur during seasons with high precipitation or during periods of heavy rainfall after long dry spells. The areas surrounding the river valleys in all of San Diego County are susceptible to flooding because of the wide, flat floodplains surrounding the riverbeds, and the numerous structures that are built in the floodplains.

[In the winter of 2022-23, the State experienced several severe winter storms with record amounts of rainfall. In February 2023, the State secured a Major Disaster Declaration to support the emergency response and recovery efforts for severe storm impacts for 41 counties, including the County. The County experienced nearly 17 inches of rainfall for the water year, contributing to flooded freeways and streets as well as severe damage to public property. Winter storms caused over $20 million in damages to the San Diego region.]

Between January 21 and January 23, 2024, the County was impacted by a severe winter storm that resulted in widespread flooding and significant damage. At the height of the storm on January 22, 2024, the County experienced record-breaking rainfall, including receiving up to 2.14 inches of rain in one hour. That day, the County declared a local emergency due to the substantial damage caused by the storm, with much of the destruction affecting the County's most vulnerable communities. Governor Newsom proclaimed a State of Emergency on January 23, 2024 and further requested an official Major Disaster Declaration from President Biden on February 7, 2024. The State and FEMA have jointly agreed that the County suffered nearly $30.8 million in public infrastructure damages from the January 2024 storm.

With respect to risk of flood at the components of the Leased Property, each of the properties is located in a Zone "X" flood designated area according to the Federal Emergency Management Agency. This designation references an area of minimal flooding, which is outside the 0.2% annual change floodplain. Although flood insurance is not required, the County does maintain flood insurance on the Leased Property.

Sea Level Rise and Coastal Erosion. Sea level rise is an increase in sea level caused by a change in the volume of the world's oceans and resulting changes in local ground elevations. The Climate Change-Related Impacts in the San Diego Region by 2050 Report, released by California Climate Change Center in August 2009, suggested that due to global climate changes, the mean sea level ("MSL") in the year 2050 will rise by 1.5 feet. A review of historical tide data from the National Oceanic and Atmospheric Administration determined that the average high tide rise for the San Diego region was 6.55 feet. The projected elevation of the 2050 high tide will be the current high tide elevation (6.55 feet) plus the projected rise in sea level by the year 2050 (1.5 feet), which makes the projected San Diego region 2050 high tide elevation 8.05 feet above MSL.

The County recognizes that climate change-related hazards have the potential to negatively impact both public assets and commercial and industrial property. Rising sea levels threaten public infrastructure and long-term sea level rise will affect the extent, frequency and duration of coastal flooding events and may increase coastal erosion. The County's Multi-Jurisdictional Hazard Mitigation Plan (the "Plan") is a County-wide plan that identifies risks and ways to minimize damage by potential disasters. The County adopted a revised 2023 Plan in which a list of twelve prioritized hazards with "high or medium overall significance" for the County is included. The Plan reports that measured sea levels have risen at a rate of six inches over the last century and in north San Diego County, there have been a number of significant cliff failures in recent years. The 2023 Plan reports that sea level rise and coastal erosion will be likely future events (10 to 90 percent probability of occurrence in the next year or a recurrence interval of one to ten years) with a high overall significance, meaning, though sea level rise has a high certainty rating and is already occurring, its onset is not expected to occur until closer to the end of the century in terms of changes to the affected areas of the County. However, as sea level rises and precipitation from storms becomes more extreme, the combination of coastal and storm water flooding has the potential to have devastating impacts on County property and infrastructure. The County does not expect that these potential impacts will materially and adversely impair the County's ability to make Base Rental Payments in amounts sufficient to pay principal and interest evidenced by the Series 2025 Certificates and perform its other obligations as and when due or otherwise meet its outstanding lease and debt obligations.

TAX MATTERS

In the opinion of Orrick, Herrington & Sutcliffe LLP ("Special Counsel"), Special Counsel to the County, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, the portion of each Base Rental Payment designated as and constituting interest paid by the County under the Facility Lease and received by the Owners of the Series 2025 Certificates is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of California personal income taxes. Special Counsel is of the further opinion that interest evidenced by the Series 2025 Certificates is not a specific preference item for purposes of the federal individual alternative minimum tax. Special Counsel observes that interest evidenced by the Series 2025 Certificates included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. Special Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of the Series 2025 Certificates, or the amount, accrual or receipt of the portion of each Base Rental Payment constituting interest. A complete copy of the proposed form of opinion of Special Counsel with respect to the Series 2025 Certificates is set forth in Appendix E hereto.

To the extent the issue price of any maturity of the Series 2025 Certificates is less than the amount to be paid at maturity of such Series 2025 Certificates (excluding amounts stated to be interest and payable at least annually over the term of such Series 2025 Certificates), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest evidenced by the Series 2025 Certificates which is excluded from gross income for federal income tax purposes and exempt from State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Series 2025 Certificates is the first price at which a substantial amount of such maturity of the Series 2025 Certificates is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Series 2025 Certificates accrues daily over the term to maturity of such Series 2025 Certificates on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Series 2025 Certificates to determine taxable gain or loss upon trade, or payment on maturity) of such Series 2025 Certificates. Beneficial Owners of the Series 2025 Certificates should consult their own tax advisors with respect to the tax consequences of ownership of Series 2025 Certificates with original issue discount, including the treatment of Beneficial Owners who do not purchase such Series 2025 Certificates in the original offering to the public at the first price at which a substantial amount of such Series 2025 Certificates is sold to the public.

Series 2025 Certificates purchased, whether at original execution and delivery or otherwise, for an amount higher than their principal evidenced thereby payable at maturity (or, in some cases, at their earlier prepayment date) ("Premium Certificates") will be treated as having amortizable premium. No deduction is allowable for the amortizable premium in the case of obligations, like those evidenced by the Premium Certificates, the interest with respect to which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner's basis in a Premium Certificate, will be reduced by the amount of amortizable premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Certificates should consult their own tax advisors with respect to the proper treatment of amortizable premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest evidenced by obligations such as the Series 2025 Certificates. The County has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest evidenced by the Series 2025 Certificates will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest evidenced by the Series 2025 Certificates being included in gross income for federal income tax purposes, possibly from the date of original execution and delivery of the Series 2025 Certificates. The opinion of Special Counsel assumes the accuracy of these representations and compliance with these covenants. Special Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Special Counsel's attention after the date of execution and delivery of the Series 2025 Certificates may adversely affect the value of, or the tax status of interest evidenced by, the Series 2025 Certificates. Accordingly, the opinion of Special Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Special Counsel is of the opinion that interest evidenced by the Series 2025 Certificates is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest evidenced by, the Series 2025 Certificates may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Special Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest evidenced by the Series 2025 Certificates to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Series 2025 Certificates. Prospective purchasers of the Series 2025 Certificates should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Special Counsel expresses no opinion.

The opinion of Special Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Special Counsel's judgment as to the proper treatment of the Series 2025 Certificates for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Special Counsel cannot give and has not given any opinion or assurance about the future activities of the County, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The County has covenanted, however, to comply with the requirements of the Code.

Special Counsel's engagement with respect to the Series 2025 Certificates ends with the execution and delivery of the Series 2025 Certificates, and, unless separately engaged, Special Counsel is not obligated to defend the County or the Beneficial Owners regarding the tax-exempt status of the Series 2025 Certificates in the event of an audit examination by the IRS. Under current procedures, Beneficial Owners would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt obligations is difficult, obtaining an independent review of IRS positions with which the County legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Series 2025 Certificates for audit, or the course or result of such audit, or an audit of bonds or obligations presenting similar tax issues may affect the market price for, or the marketability of, the Series 2025 Certificates, and may cause the County or the Beneficial Owners to incur significant expense.

Payments on the Series 2025 Certificates generally will be subject to U.S. information reporting and possibly to "backup withholding." Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued thereunder, a non-corporate Beneficial Owner of Series 2025 Certificates may be subject to backup withholding with respect to "reportable payments," which include interest evidenced by the Series 2025 Certificates and the gross proceeds of a sale, exchange, prepayment, retirement or other disposition of the Series 2025 Certificates. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number ("TIN") to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a "notified payee underreporting" described in Section 3406(c) of the Code or (iv) the payee fails to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be refunded or credited against a Beneficial Owner's federal income tax liability, if any, provided that the required information is timely furnished to the IRS. Certain Beneficial Owners (including among others, corporations and certain tax-exempt organizations) are not subject to backup withholding. The failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.

CERTAIN LEGAL MATTERS

The validity of the Series 2025 Certificates and certain other legal matters are subject to the approval of Orrick, Herrington & Sutcliffe LLP, Special Counsel, and certain other conditions. A complete copy of the proposed form of opinion of Special Counsel is contained in Appendix E hereto. Certain legal matters will be passed upon for the Corporation and the County by Nixon Peabody LLP, Los Angeles, California, Disclosure Counsel, and the County Counsel.

FINANCIAL STATEMENTS

The general purpose financial statements of the County for the fiscal year ended of June 30, 2024, are included in Appendix B to this Official Statement, have been audited by Eide Bailly LLP, certified public accountants and business advisors, as stated in their report appearing in Appendix B. Eide Bailly LLP has not consented to the inclusion of its report as Appendix B and has not undertaken to update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by Eide Bailly LLP with respect to any event subsequent to its report dated November 22, 2024.

LITIGATION

There are a number of lawsuits and claims pending against the County. The County does not believe any of the lawsuits or claims pending against the County will materially and adversely impair the County's ability to make Base Rental Payments in amounts sufficient to pay principal and interest evidenced by the Series 2025 Certificates and perform its other obligations as and when due or otherwise meet its outstanding lease and debt obligations.

RATINGS

Moody's Investors Service, Inc. ("Moody's"), S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P") and Fitch Ratings ("Fitch") have assigned ratings of "[___]," "[___]" and "[___]", respectively, to the Series 2025 Certificates. Certain information was supplied by the County to the rating agencies to be considered in evaluating the Series 2025 Certificates. Such ratings reflect only the views of the rating agencies, and are not a recommendation to buy, sell or hold any of the Series 2025 Certificates. Any explanation of the significance of each such rating should be obtained from the rating agency furnishing the same at the following addresses: Moody's Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, telephone number (212) 553-0317; Standard & Poor's Ratings Services, 55 Water Street, New York, New York 10041, telephone number (212) 438-2000; and Fitch Ratings, One State Street Plaza, New York, New York 10004, telephone number (212) 908-0500. There can be no assurance that any such rating will remain in effect for any given period of time or that any such rating will not be revised downward or withdrawn entirely by the rating agency furnishing the same if, in its judgment, circumstances so warrant. Any downward revision or withdrawal of ratings may have an adverse effect on the market price of the Series 2025 Certificates.

SALE AND REOFFERING

The Series 2025 Certificates were sold at a competitive sale on _____, 2025. The Series 2025 Certificates were awarded to __________ (the "Initial Purchaser") at a purchase price of $__________ (which amount is equal to the aggregate principal amount of the Series 2025 Certificates, plus/minus an original issue premium/discount of $__________). The Initial Purchaser may offer and sell the Series 2025 Certificates to certain dealers and others at prices or yields different from the initial public offering prices or yields stated on the inside cover page of this Official Statement. The public offering prices or yields may be changed from time to time by the Initial Purchaser.

MUNICIPAL ADVISOR

Public Resources Advisory Group, Los Angeles, California served as municipal advisor (the "Municipal Advisor") to the County in connection with the execution and delivery of the Series 2025 Certificates. Public Resources Advisory Group is an independent municipal advisory firm and is not engaged in the business of underwriting municipal bonds or other securities. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

Upon delivery of the Series 2025 Certificates, Samuel Klein and Company, Certified Public Accountants, will deliver a report stating that the firm has verified the mathematical accuracy of certain computations relating to the adequacy of the amounts held under the Escrow Agreement, including cash and the Investment Securities on deposit therein, to (i) pay the principal and interest with respect to the outstanding Prior Certificates maturing on [________] and to prepay on [______] the balance of the outstanding Prior Certificates maturing on and after [_______] at the prepayment price of 100% plus accrued interest thereon.

CONTINUING DISCLOSURE

Pursuant to a Continuing Disclosure Agreement (the "Disclosure Agreement") with Digital Assurance Certification, L.L.C. ("DAC"), the County has agreed to provide, or cause to be provided, with respect to each fiscal year of the County, commencing with Fiscal Year 2024-25, by no later than nine months after the end of the respective fiscal year, to the Municipal Securities Rulemaking Board through its EMMA System certain annual financial information and operating data and, in a timely manner, notice of certain enumerated events. These covenants have been made in order to assist the Initial Purchaser of the Series 2025 Certificates in complying with the Rule. See APPENDIX F – “FORM OF CONTINUING DISCLOSURE AGREEMENT.”

[Remainder of page intentionally left blank.]

MISCELLANEOUS

Included herein are brief summaries of certain documents and reports, which summaries do not purport to be complete or definitive, and reference is made to such documents and reports for full and complete statements of the contents thereof. This Official Statement is not to be construed as a contract or agreement between the County and the purchasers or owners of any of the Series 2025 Certificates. Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as opinions and not as representations of fact. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in affairs in the County since the date hereof.

The execution and delivery of this Official Statement have been duly authorized by the County.

COUNTY OF SAN DIEGO

By:__________________________________
Chief Financial Officer

APPENDIX A

COUNTY OF SAN DIEGO FINANCIAL, ECONOMIC AND DEMOGRAPHIC INFORMATION

APPENDIX B

COUNTY OF SAN DIEGO AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024

APPENDIX C

SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

APPENDIX D

BOOK-ENTRY SYSTEM

THE INFORMATION IN THIS APPENDIX D CONCERNING THE DEPOSITORY TRUST COMPANY, JERSEY CITY, NEW JERSEY AND ITS BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE COUNTY, THE CORPORATION AND THE INITIAL PURCHASER BELIEVE TO BE RELIABLE, BUT THE COUNTY, THE CORPORATION AND THE INITIAL PURCHASER TAKE NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

The Depository Trust Company ("DTC"), Jersey City, New Jersey, will act as securities depository for the Series 2025 Certificates. The Series 2025 Certificates will be delivered as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be executed and delivered for each maturity of the Series 2025 Certificates, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The information set forth on such website is not incorporated by reference into this Official Statement.

Purchases of the Series 2025 Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2025 Certificates on DTC's records. The ownership interest of each actual purchaser of each Series 2025 Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmation providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2025 Certificates, except in the event that use of the book-entry system for the Series 2025 Certificates is discontinued.

To facilitate subsequent transfers, all Series 2025 Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2025 Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Certificates. DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2025 Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. The County and the Corporation will not have any responsibility or obligation to such Direct Participants and Indirect Participants or the persons for whom they act as nominees with respect to the Series 2025 Certificates. Beneficial Owners of the Series 2025 Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Certificates, such as prepayments, tenders, defaults, and proposed amendments to the Trust Agreement and the Facility Lease. For example, Beneficial Owners of the Series 2025 Certificates may wish to ascertain that the nominee holding the Series 2025 Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Prepayment notices shall be sent to DTC. If less than all of the Series 2025 Certificates of a particular maturity are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the Series 2025 Certificates of such maturity to be prepaid. None of the Corporation, the County or the Trustee can provide any assurance that DTC, the Direct Participants or the Indirect Participants will allocate prepayments of the Series 2025 Certificates of a particular maturity among Beneficial Owners on such a proportional basis.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2025 Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2025 Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Prepayment proceeds, distributions, and dividend payments on the Series 2025 Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the County or the Trustee, on payable dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the County, subject to any statutory, or regulatory requirements as may be in effect from time to time. Payment of prepayment proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

THE CORPORATION, THE COUNTY AND THE TRUSTEE CANNOT AND DO NOT GIVE ANY ASSURANCES THAT DTC, DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF DTC WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2025 CERTIFICATES (i) PAYMENTS OF PRINCIPAL AND INTEREST EVIDENCED BY THE SERIES 2025 CERTIFICATES, (ii) CONFIRMATIONS OF THEIR OWNERSHIP INTERESTS IN THE SERIES 2025 CERTIFICATES OR (iii) OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS PARTNERSHIP NOMINEE, AS THE REGISTERED OWNER OF THE SERIES 2025 CERTIFICATES, OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC, DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

NONE OF THE COUNTY, THE CORPORATION OR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO DTC, THE DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS OF DTC OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF DTC; (2) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF DTC OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OR INTEREST EVIDENCED BY THE SERIES 2025 CERTIFICATES; (3) THE DELIVERY BY DTC OR ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF DTC OF ANY NOTICE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED TO BE GIVEN TO OWNERS UNDER THE TERMS OF THE TRUST AGREEMENT; OR (4) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS OWNER OF THE SERIES 2025 CERTIFICATES.

DTC may discontinue providing its services as depository with respect to the Series 2025 Certificates at any time by giving reasonable notice to the County, the Corporation or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2025 Certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2025 Certificates will be printed and delivered to DTC.

The information in this Appendix D concerning DTC and DTC's book-entry system has been obtained from sources that the County and the Corporation believe to be reliable, but the County and the Corporation take no responsibility for the accuracy thereof.

APPENDIX E

FORM OF SPECIAL COUNSEL OPINION

Upon the delivery of the Series 2025 Certificates Orrick, Herrington & Sutcliffe LLP, Special Counsel to the County, proposes to deliver its approving opinion in substantially the following form:

APPENDIX F

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by the County of San Diego, California (the "County") and acknowledged and agreed to by Digital Assurance Certification, L.L.C., as dissemination agent (the "Dissemination Agent") in connection with the execution and delivery of its Refunding Certificates of Participation, Series 2025 (County Operations Center) (the "Series 2025 Certificates"). The Series 2025 Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of July 1, 2025 (the "Trust Agreement"), by and among Zions Bancorporation, National Association, as trustee, the County and the San Diego County Capital Asset Leasing Corporation. The County covenants and agrees as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the County and the Dissemination Agent for the benefit of the Owners and Beneficial Owners of the Series 2025 Certificates and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Trust Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 4 and 5 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2025 Certificates (including persons holding Series 2025 Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2025 Certificates for federal income tax purposes.

"CUSIP Numbers" shall mean the Committee on Uniform Security Identification Procedure's unique identification number for each public issue of a security.

"Dissemination Agent" shall mean Digital Assurance Certification, L.L.C., or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"Disclosure Counsel" shall mean an attorney-at-law, or a firm of such attorneys, of nationally recognized standing in matters pertaining to the disclosure obligations under the Rule, duly admitted to the practice of law before the highest court of any state of the United States of America.

"EMMA System" shall mean the MSRB's Electronic Municipal Market Access system, the current internet address of which is http://emma.msrb.org.

"Financial Obligation" shall mean "financial obligation" as defined in the Rule.

"Listed Events" shall mean any of the events listed in Section 6(b) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated by this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated ______, 2025 with respect to the Series 2025 Certificates.

"Owner" shall mean either the registered owners of the Series 2025 Certificates, or if the Series 2025 Certificates are registered in the name of The Depository Trust Company or another recognized depository, any applicable participant in such depository system.

"Participating Underwriter" shall mean the original Purchaser of the Series 2025 Certificates required to comply with the Rule in connection with offering of the Series 2025 Certificates.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Transmission of Notices, Documents and Information. Unless otherwise required by the MSRB, all notices, documents and information provided to the MSRB shall be provided to the EMMA System. All notices, documents and information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB.

Section 4. Provision of Annual Reports. (a) The County shall, or shall cause the Dissemination Agent to, not later than nine (9) months following the end of the County's fiscal year (currently ending June 30), commencing with the report for the 2024-25 fiscal year, provide to the MSRB through its EMMA System an Annual Report which is consistent with the requirements of Section 5 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 5 of this Disclosure Agreement. If the County's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 6(c).

(b) Not later than thirty (30) days (not more than sixty (60) days) prior to the date on which the Annual Report is to be provided pursuant to subsection (a), the Dissemination Agent shall give notice to the County that the Annual Report is so required to be filed in accordance with the terms of this Disclosure Agreement. Not later than fifteen (15) days prior to said date, the County shall provide the Annual Report to the Dissemination Agent (if other than the County). If the County is unable to provide to the MSRB through its EMMA System an Annual Report by the date required in subsection (a), the Dissemination Agent shall send a timely notice of such fact to the MSRB through its EMMA System.

(c) The Dissemination Agent shall (i) determine each year prior to the date for providing the Annual Report to the EMMA System the date on which such Annual Report shall be due and notify the County of such date; and (ii) file a report with the County certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was provided to the MSRB through the EMMA System.

Section 5. Content of Annual Reports. The County's Annual Report shall contain or include by reference the following:

(a) Audited financial statements of the County for the preceding fiscal year, prepared in accordance with the laws of the State of California and including all statements and information prescribed for inclusion therein by the Controller of the State of California. If the County's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 4 hereof, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent not included in the audited financial statement of the County, the Annual Report shall also include the following information provided in the Official Statement in the tables with the following headings in the Appendix A to the Official Statement for the most current fiscal year available:

[Total County Employees

Assessment Appeals

Assessed Valuation of Property Subject to Ad Valorem Taxation

Ten Largest Taxpayers

Secured Tax Roll Statistics

County of San Diego General Fund Balance Sheet

County of San Diego General Fund Statement of Revenues, Expenditures and Changes in Fund Balances

General Fund Adopted and Amended Budgets

Historical Funding Status

Historical Funding Status for Post-Retirement Healthcare Benefits

Payments for Post-Retirement Healthcare Benefits

County of San Diego Summary of Long-Term Bonded Obligations Payable from the General Fund

County of San Diego Summary of Outstanding Principal and Interest Payments Attributable to Long-Term Obligations Payable from the General Fund

An update of the financial and operating data relating solely to the County contained under the heading "SAN DIEGO COUNTY INVESTMENT POOL" in the Official Statement].

(c) It shall be sufficient for purposes of Section 4 hereof if the County provides annual financial information by specific reference to documents (i) available to the public on the MSRB Internet Web site (currently, www.emma.msrb.org) or (ii) filed with the Securities and Exchange Commission. The County shall clearly identify each such other document so included by reference. The provisions of this Section 5(c) shall not apply to notices of Listed Events pursuant to Section 6 hereof.

(d) The descriptions contained in clause (b) above of financial information and operating data constituting to be included in the Annual Report are of general categories or types of financial information and operating data. When such descriptions include information that no longer can be generated because the operations to which it related have been materially changed or discontinued, or due to changes in accounting practices, legislative or organizational changes, a statement to that effect shall be provided in lieu of such information. Comparable information shall be provided if available.

Section 6. Reporting of Listed Events. (a) If a Listed Event occurs, the County shall provide or cause to be provided, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, notice of such Listed Event to (i) the EMMA System of the MSRB and (ii) the Dissemination Agent.

(b) Pursuant to the provisions of this Section 6, the County shall give, or cause to be given, notice of the occurrence of any of the following events (each, a "Listed Event") with respect to the Series 2025 Certificates:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) modifications to rights of Owners, if material;

(iv) bond calls, if material and tender offers;

(v) defeasances;

(vi) rating changes;

(vii) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (Internal Revenue Service Form 5701-TEB) or other material notices of determinations with respect to the tax status of the Series 2025 Certificates, or other material events affecting the tax status of the Series 2025 Certificates;

(viii) unscheduled draws on the debt service reserves reflecting financial difficulties;

(ix) unscheduled draws on the credit enhancements reflecting financial difficulties;

(x) release, substitution or sale of property securing repayment of the Series 2025 Certificates, if material;

(xi) bankruptcy, insolvency, receivership or similar event of the County (such event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County);

(xii) substitution of credit or liquidity providers, or their failure to perform;

(xiii) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional Paying Agent or the change of name of a Paying Agent, if material;

(xv) incurrence of a Financial Obligation (as defined in the Rule) of the County, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security Owners, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

(c) If the County determines that a Listed Event has occurred, the County shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to Section 3 hereof.

(d) If the Dissemination Agent has been instructed by the County to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB through its EMMA System.

(e) Notwithstanding the foregoing, notice of Listed Events described in subsections (b)(iv) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Owners of affected Series 2025 Certificates pursuant to the Trust Agreement.

Section 7. CUSIP Numbers. Whenever providing information to the Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements and notices of Listed Events, the County shall indicate the full name of the Series 2025 Certificates and the 9-digit CUSIP numbers for the Series 2025 Certificates as to which the provided information relates.

Section 8. Termination of Reporting Obligation. (a) The County's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior prepayment or payment in full of all of the Series 2025 Certificates. If such termination occurs prior to the final maturity of the Series 2025 Certificates, the County shall give notice of such termination in the same manner as for a Listed Event under Section 6(c).

(b) This Disclosure Agreement, or any provision hereof, shall cease to be effective in the event that the County (1) delivers to the Dissemination Agent an opinion of Disclosure Counsel, addressed to the County and the Dissemination Agent, to the effect that those portions of the Rule which require this Disclosure Agreement, or such provision, as the case may be, do not or no longer apply to the Series 2025 Certificates, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion, and (2) delivers copies of such opinion to the MSRB.

Section 9. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Digital Assurance Certification, L.L.C. If at any time there is no designated Dissemination Agent appointed by the County, or if the Dissemination Agent so appointed is unwilling or unable to perform the duties of the Dissemination Agent hereunder, the County shall be the Dissemination Agent and undertake or assume its obligations hereunder. The Dissemination Agent (other than the County) shall not be responsible in any manner for the content of any notice or report required to be delivered by the County pursuant to this Disclosure Agreement.

Section 10. Amendment; Waiver. (a) This Disclosure Agreement may be amended by the County without the consent of the Owners of the Series 2025 Certificates (except to the extent required under clause (a)(iv)(2) below), if all of the following conditions are satisfied:

(i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the County or the type of business conducted thereby;

(ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(iii) the County shall have received an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the County, to the same effect as set forth in (a)(ii) above;

(iv) either (1) the County shall have received an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the County, to the effect that the amendment does not materially impair the interests of the Owners of the Series 2025 Certificates or (2) is approved by the Owners of the Series 2025 Certificates in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners; and

(v) the County shall have delivered copies of such opinion and amendment to the MSRB through its EMMA system within ten (10) Business Days from the execution thereof.

(b) In addition to subsection 10(a) above, this Disclosure Agreement may be amended and any provision of this Disclosure Agreement may be waived, by written certificate of the County, without the consent of the Owners of the Series 2025 Certificates, if all of the following conditions are satisfied:

(i) an amendment to the Rule is adopted, or a new or modified official interpretation of the Rule is issued, after the effective date of this Disclosure Agreement which is applicable to this Disclosure Agreement;

(ii) the County shall have received an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the County, to the effect that performance by the County under this Disclosure Agreement as so amended or giving effect to such waiver, as the case may be, will not result in a violation of the Rule; and

(iii) the County shall have delivered copies of such opinion and amendment to the MSRB through its EMMA system.

(c) In the event of any amendment or waiver of a provision of this Disclosure Agreement, the County shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the County. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6 hereof, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 11. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this

Disclosure Agreement. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the County shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 12. Default. In the event of a failure of the County to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of any Participating Underwriter or the Owners or Beneficial Owners of at least 25% of aggregate principal amount of the Series 2025 Certificates then outstanding, shall) or any Owners or Beneficial Owners of the Series 2025 Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Disclosure Agreement; provided that any such action may be instituted only in the Superior Court of the State of California in and for the County of San Diego or in the U.S. District Court in the County of San Diego. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Trust Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the County to comply with this Disclosure Agreement shall be an action to compel performance.

Section 13. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2025 Certificates.

Section 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Series 2025 Certificates, and shall create no rights in any other person or entity.

Dated: __________, 2025

COUNTY OF SAN DIEGO

By: ______________________________________
Authorized Signatory

ACKNOWLEDGED AND AGREED TO BY:

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Dissemination Agent

By: ______________________________________
Dissemination Agent