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## **TRUST AGREEMENT**

**by and among**

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION  
as Trustee,**

**COUNTY OF SAN DIEGO  
as Lessor and Sublessee,**

**and**

**SAN DIEGO COUNTY CAPITAL ASSET LEASING CORPORATION  
as Lessee and Sublessor**

**Dated as of July 1, 2025**

**relating to the**

**County of San Diego  
Refunding Certificates of Participation, Series 2025  
(County Operations Center)**

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## **TRUST AGREEMENT**

This TRUST AGREEMENT, made and entered into as of July 1, 2025, by and among ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the “Trustee”), the COUNTY OF SAN DIEGO, a political subdivision duly organized and existing under the Constitution and laws of the State of California (the “County”), and the SAN DIEGO COUNTY CAPITAL ASSET LEASING CORPORATION, a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (the “Corporation”);

### **WITNESSETH:**

**WHEREAS**, the San Diego Regional Building Authority Lease Revenue Refunding Bonds (County Operations Center), Series 2016A (the “Prior Obligations”), were issued on March 3, 2016 in the principal amount of \$105,330,000, of which \$70,675,000 principal amount is currently outstanding, pursuant to an Indenture, dated as of March 1, 2016 (the “Prior Indenture”), by and among Zions Bank, a Division of ZB, National Association (predecessor to Zions Bancorporation, National Association), as trustee (the “Prior Trustee”), the County and the San Diego Regional Building Authority (the “Authority”) as issuer of the Prior Obligations, and secured by rental payments made by the County pursuant to a Facility Lease, dated as of March 1, 2016, as amended (the “Prior Facility Lease”), by and between the County and the Authority; and

**WHEREAS**, the County intends to restructure its lease arrangements concerning the Prior Obligations in order to reduce the annual rental paid by the County pursuant to the Prior Facility Lease; and

**WHEREAS**, in order to effect such restructuring, it is necessary that the County prepay its obligations under the Prior Facility Lease, thereby defeasing the outstanding Prior Obligations; and

**WHEREAS**, the Authority has completed its role in assisting with the development of the County Operations Center that commenced in 2009, and as provided in the Prior Facility Lease and Prior Indenture, upon such prepayment and defeasance its obligations will be terminated and discharged; and

**WHEREAS**, in order to effect the restructuring and defeasance of the Prior Obligations, the County and the Corporation will enter into a Site Lease, executed and entered into as of July 1, 2025 (the “Site Lease”), whereby the County will lease to the Corporation certain real property owned by the County, including the improvements thereto, [consisting of certain facilities and property comprising the County Operations Center property] (the “Leased Property”); and

**WHEREAS**, the County will then sublease the Leased Property back from the Corporation pursuant to a Facility Lease, executed and entered into as of July 1, 2025 (the “Facility Lease”); and

**WHEREAS**, the Corporation will assign without recourse all its rights to receive the Base Rental Payments (as defined herein) scheduled to be paid by the County under and pursuant to the Facility Lease, and certain other rights to the Trustee pursuant to the Assignment Agreement (the “Assignment Agreement”) executed and entered into as of July 1, 2025; and

**WHEREAS**, in consideration of the assignments pursuant to the Assignment Agreement and the execution and delivery of this Trust Agreement, the Trustee has agreed to execute and deliver the County of San Diego Refunding Certificates of Participation, Series 2025 (County Operations Center) (the “Certificates”) evidencing aggregate principal in the amount of \$\_\_\_\_\_, each evidencing and representing a proportionate, undivided interest in the Base Rental Payments (as defined herein); and

**WHEREAS**, the proceeds of the sale of the Certificates are to be used to prepay base rental payments, in full, in accordance with Section 5.05 of the Prior Facility Lease and to refund and defease the Prior Obligations as provided herein and to pay the costs associated with delivering the Certificates; and

**WHEREAS**, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Trust Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Trust Agreement;

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

## **ARTICLE I**

### **DEFINITIONS; EQUAL SECURITY**

**Section 1.01 Definitions.** Unless the context otherwise requires, the terms defined in this Section shall for all purposes hereof and of any amendment hereof or supplement hereto and of the Certificates and of any certificate, opinion, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

#### *Additional Payments*

The term “Additional Payments” means all amounts payable by the County pursuant to Section 5.01(b) of the Facility Lease.

#### *Administrative Expense Fund*

The term “Administrative Expense Fund” means the fund by that name established in accordance with Section 3.04 hereof.

#### *Assignment Agreement*

The term “Assignment Agreement” means that certain Assignment Agreement, executed and entered into as of July 1, 2025, by and between the Corporation and the Trustee, as it may from time to time be amended.

#### *Authorized Denominations*

The term “Authorized Denominations” means \$5,000 or any integral multiple thereof.

#### *Base Rental Payment Fund*

The term “Base Rental Payment Fund” means the fund by that name established in accordance with Section 5.01(a) hereof.

### Base Rental Payments

The term “Base Rental Payments” means all amounts payable to the Corporation by the County as Base Rental Payments under and pursuant to Section 5.01(a) of the Facility Lease in the amounts and at the times set forth in Exhibit B thereof.

### Beneficial Owner

The term “Beneficial Owner” shall have the meaning set forth in the Continuing Disclosure Agreement.

### Business Day

The term “Business Day” means a day other than (i) Saturday or Sunday or (ii) a day on which banking institutions in Los Angeles, California, New York, New York, or the city or cities in which the principal corporate trust office of the Trustee are closed or (iii) a day on which the New York Stock Exchange is closed. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Trust Agreement, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in the Trust Agreement, and, unless otherwise specifically provided in the Trust Agreement, no interest shall accrue for the period from and after such nominal date.

### Certificate, Statement, Written Request or Requisition of the Corporation or the County

“Certificate,” “Statement,” “Written Request” and “Requisition” of the Corporation or of the County means, respectively, a written certificate, statement, request or requisition signed in the name of the Corporation by its Chair, Vice Chair, Secretary or Assistant Secretary, or any other person designated and authorized to sign for the Corporation in writing to the Trustee, and with respect to the County means the Chief Administrative Officer, Assistant Chief Administrative Officer, Chief Financial Officer, Auditor and Controller, Treasurer-Tax Collector, Chief Deputy Treasurer, Chief Investment Officer, Financial Policy and Planning Director, Debt Finance Manager, Debt and Capital Finance Officer or such other person as may be designated and authorized to sign for the County in writing to the Trustee. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument. If and to the extent required by Section 11.06, each such instrument shall include the statements provided for in Section 11.06.

### Certificates

The term “Certificates” means the County of San Diego Refunding Certificates of Participation, Series 2025 (County Operations Center) executed and delivered by the Trustee pursuant to the Trust Agreement.

### Closing Date

The term “Closing Date” means July \_\_, 2025, the date on which the Certificates are initially delivered to the initial purchasers thereof.

### Code

The term “Code” means the Internal Revenue Code of 1986, as amended, and the regulations of the United States Department of the Treasury issued thereunder, and in this regard reference to any particular section of the Code shall include reference to all successors to such section of the Code.

### Continuing Disclosure Agreement

The term “Continuing Disclosure Agreement” means, as the context requires, that certain Continuing Disclosure Agreement executed and delivered by the County and acknowledged and agreed to by Digital Assurance Certification, L.L.C., as dissemination agent, dated the date of execution and delivery of the Certificates, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

### Corporation

The term “Corporation” means the San Diego County Capital Asset Leasing Corporation, a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California and its successors and assigns.

### Costs of Issuance Fund

The term “Costs of Issuance Fund” means the fund by that name established in accordance with Section 3.03 hereof.

### Costs of Issuance

The term “Costs of Issuance” means all the costs of executing and delivering the Certificates, including, but not limited to: all printing and document preparation expenses in connection with the Trust Agreement, the Site Lease, the Facility Lease, the Assignment Agreement, the Certificates, and the preliminary official statement and final official statement pertaining to the Certificates; posting and publication costs; filing and recording fees, rating agency fees; title report and title insurance fees and premium; CUSIP Service Bureau charges; market study fees; initial fees, expenses and charges of the Trustee and any prior trustee and escrow bank, including fees and expenses of their respective counsel; legal fees and expenses of counsel, including with respect to the lease of the Leased Property, any termination of the Prior Facility Lease and related property interests, any correction to the record of title, and the refunding of the Prior Obligations; fees, charges and disbursements of attorneys, municipal advisors, accounting firms, consultants and other professionals; fees and charges for preparation, execution and safekeeping of the Certificates; any premium for a bond insurance policy securing payment of the Certificates, any premium for a reserve policy or facility and any other cost, charge, fee or expense in connection with the original execution of the Certificates or the implementation of the refunding of prior obligations, to the extent such fees and expenses are approved by the County.

### County

The term “County” means the County of San Diego, a political subdivision duly organized and existing under the Constitution and laws of the State of California.



### Custodial Agreement

The term “Custodial Agreement” means the Good Faith Deposit Custodial Agreement, dated July \_\_, 2025, by and between the County and Zions Bancorporation, National Association, with respect to the deposit of the good faith deposit from the Purchaser.

### Defeasance Securities

The term “Defeasance Securities” means any of the following:

- (1) Cash (insured at all times by the Federal Deposit Insurance Corporation),
- (2) Obligations of, or obligations guaranteed as to principal and interest by, the U.S. or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the U.S. including:
  - U.S. treasury obligations;
  - All direct or fully guaranteed obligations
  - Farmers Home Administration
  - General Services Administration
  - Guaranteed Title XI financing
  - Government National Mortgage Association (GNMA); and
  - State and Local Government Series

### DTC

The term “DTC” means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for some or all of the Certificates as specified in the Trust Agreement including any such successor appointed pursuant to Section 2.07 hereof.

### Earnings Fund

The term “Earnings Fund” means the fund by that name established in accordance with Section 3.05 hereof.

### Escrow Agent

The term “Escrow Agent” means Zions Bancorporation, National Association, acting as the escrow agent under the Escrow Agreement.

### Escrow Agreement

The term “Escrow Agreement” means that certain Escrow Agreement dated as of July 1, 2025, by and between the County and the Prior Trustee as Escrow Agent providing for prepayment in accordance with Section 5.05 of the Prior Facility Lease and the defeasance and prepayment of the Prior Obligations.

### Escrow Fund

The term “Escrow Fund” shall have the meaning set forth in the Escrow Agreement.

Event of Default

The term “Event of Default” means any occurrence or event specified in and defined by Section 7.01 hereof.

Excess Earnings Account

The term “Excess Earnings Account” means the account by that name established in accordance with Section 3.05 hereof.

Facility Lease

The term “Facility Lease” has the meaning set forth in the preambles hereto and as it may be amended from time to time.

Fitch

“Fitch” means Fitch Ratings, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the County by notice in writing to the Corporation and the Trustee.

Hazardous Substances

The term “Hazardous Substances” means any substances, pollutants, wastes and contaminants now or hereafter included in such (or similar term) term under any federal state or local statute, ordinance, code or regulation now existing or hereafter enacted or amended.

Insurance Proceeds and Condemnation Awards Fund

The term “Insurance Proceeds and Condemnation Awards Fund” means the fund by that name established in accordance with Section 5.03 hereof.

Interest Account

The term “Interest Account” means the account by that name established within the Base Rental Payment Fund in accordance with Section 5.02(a) hereof.

Investment Earnings Account

The term “Investment Earnings Account” means the account by that name established in accordance with Section 3.05 hereof.

Interest Payment Date

The term “Interest Payment Date” means October 1, 2025 and each April 1 and October 1 thereafter.

### Leased Property

The term “Leased Property” has the meaning set forth in the preambles hereto (as it may be changed from time to time by Removal or Substitution, as defined in the Facility Lease) and as may be provided in an amendment thereof or supplement thereto.

### Lease Year

The term “Lease Year” means the period from each July 1 to and including the following June 30 during the term of the Facility Lease; provided that the final Lease Year shall terminate on the expiration date of the Facility Lease.

### Moody’s

“Moody’s” means Moody’s Investors Service, Inc. a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the County by notice in writing to the Corporation and the Trustee.

### MSRB

The term “MSRB” means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

### Opinion of Counsel

The term “Opinion of Counsel” means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the County.

### Outstanding

The term “Outstanding” when used as of any particular time with reference to Certificates, means all Certificates, including, but not limited to, the Certificates as described in Section 10.01(b) hereof, except:

- (1) Certificates previously canceled by the Trustee or delivered to the Trustee for cancellation;
- (2) Certificates which pursuant to Section 9.02 hereof are not deemed outstanding;
- (3) Certificates paid or deemed to have been paid within the meaning of Section 10.01 hereof; and
- (4) Certificates in lieu of or in substitution for which other Certificates shall have been executed and delivered by the Trustee pursuant to Section 2.10 hereof.

### Owner

The term “Owner” means any person who shall be the registered owner of any Outstanding Certificates as indicated in the registration books of the Trustee.

### Permitted Investments

The term “Permitted Investments” means any of the following to the extent then permitted by applicable laws and any investment policies of the County:

- (1) Defeasance Securities;
- (2) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:
  - Export-Import Bank;
  - Rural Economic Community Development Administration;
  - U.S. Maritime Administration;
  - Small Business Administration;
  - U.S. Department of Housing & Urban Development (PHAs);
  - Federal Housing Administration; and
  - Federal Financing Bank;
- (3) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:
  - Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC);
  - Obligations of the Resolution Funding Corporation (REFCORP);
  - Senior debt obligations of the Federal Home Loan Bank System; and
  - Senior debt obligations of other Government Sponsored Agencies;
- (4) U.S. dollar denominated deposit accounts, negotiable certificates of deposit, federal funds and bankers’ acceptances with domestic commercial banks which have the highest short-term rating category (without regard to qualification of such rating symbol such as “+” or “-”) by at least one nationally recognized statistical rating organization (the “NRSRO”) and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);
- (5) Commercial paper which is rated at the time of purchase in the highest short-term rating category (without regard to qualification of such rating symbol such as “+” or “-”) by at least one NRSRO and which matures not more than 270 calendar days after the date of purchase;
- (6) Investments in a money market funds must be in the highest rating category by at least two NRSROs and managed to maintain a stable net asset value (NAV), which may include those administered by the Trustee or an affiliate thereof provided that ownership is in the name of the County;

- (7) Pre-refunded Municipal Obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and
  - (A) which are rated, based on an irrevocable escrow account or fund (the “escrow”), in the highest rating category of at least one NRSRO; or
  - (B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in clause (2) of the definition of “Defeasance Securities” contained in the Trust Agreement, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;
- (8) Municipal Obligations rated in the top two rating categories or higher by at least one NRSRO;
- (9) Investment Agreements rated in the top two rating categories or higher by at least one NRSRO (supported, as may be required, by appropriate opinions of counsel);
- (10) Any investment authorized by California Government Code Section 53601;
- (11) The Local Agency Investment Fund or similar pooled fund operated by or on behalf of the State of California and which is authorized to accept investments of moneys held in any of the funds or accounts established pursuant to the Trust Agreement;
- (12) The San Diego County Investment Pool, managed by the Treasurer-Tax Collector of the County of San Diego, California; and
- (13) Other forms of investments rated in the top two rating categories or higher by at least one NRSRO.

Any references to long-term rating categories in this definition of “Permitted Investments” shall not take into account any plus or minus sign or numerical modifiers.

#### Prepayment Fund

The term “Prepayment Fund” means the fund by that name established in accordance with Section 5.02(c) hereof.

Principal Corporate Trust Office

The term “Principal Corporate Trust Office” means the corporate trust office of the Trustee at the address set forth in Section 11.11 hereof, except for purposes of payment, registration, transfer, exchange and surrender of Certificates, means the corporate trust office of the Trustee in Los Angeles, California, or such other office specified by the Trustee.

Principal Account

The term “Principal Account” means the account by that name established within the Base Rental Payment Fund in accordance with Section 5.02(b) hereof.

Principal Payment

The term “Principal Payment” means the principal amount of Certificates required to be paid on each Principal Payment Date.

Principal Payment Date

The term “Principal Payment Date” means October 1 of each year, commencing October 1, 2026.

Prior Facility Lease

The term “Prior Facility Lease” has the meaning set forth in the preambles hereto.

Prior Indenture

The term “Prior Indenture” has the meaning set forth in the preambles hereto.

Prior Obligations

“Prior Obligations” has the meaning set forth in the preambles hereto.

Prior Trustee

The term “Prior Trustee” means Zions Bank, a Division of ZB, National Association (predecessor to Zions Bancorporation, National Association), as trustee under the Prior Indenture.

Purchaser

The term “Purchaser” means \_\_\_\_\_, purchaser of the Certificates.

Rebate Requirement

The term “Rebate Requirement” means the Rebate Requirement as defined in the Tax Certificate.

Record Date

The term “Record Date” means the close of business on the 15th day of the month preceding any Interest Payment Date, whether or not such day is a Business Day.

### Rental Payments

The term “Rental Payments” means, collectively, the Base Rental Payments and the Additional Payments.

### Representation Letter

The term “Representation Letter” means the Letter of Representations from the County and the Trustee to DTC, or any successor securities depository for the Certificates, in which the County and the Trustee make certain representations with respect to such Certificates, the payment with respect thereto and delivery of notices with respect thereto.

### Site Lease

The term “Site Lease” has the meaning set forth in the preambles hereto as it may be amended from time to time.

### S&P

“S&P” means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the County by notice in writing to the Corporation and the Trustee.

### Supplemental Trust Agreement

The term “Supplemental Trust Agreement” means an agreement amending or supplementing the terms hereof entered into pursuant to the terms hereof.

### Tax Certificate

The term “Tax Certificate” means that tax certificate executed by the County at the time of execution and delivery of the Certificates relating to the requirements of Section 148 of the Code as originally executed and as it may from time to time be amended and/or supplemented in accordance with the provisions thereof.

### Trust Agreement

The term “Trust Agreement” means this Trust Agreement by and among the Trustee, the County and the Corporation, dated as of July 1, 2025, as originally executed and as it may from time to time be amended or supplemented in accordance herewith.

### Trustee

The term “Trustee” means Zions Bancorporation, National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America and having a principal corporate trust office located at Los Angeles, California, or any other bank or trust company which may at any time be substituted in its place as provided in Section 8.02 hereof.

**Section 1.02    Interpretation.** (a) In the Trust Agreement, unless the context otherwise requires:

(i)        The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in the Trust Agreement, refer to the Trust Agreement, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of the Trust Agreement;

(ii)       Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(iii)      Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons; and

(iv)      Any headings preceding the text of the several Articles and Sections of the Trust Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of the Trust Agreement, nor shall they affect its meaning, construction or effect.

(b)       Whenever in the Trust Agreement the County, the Corporation or the Trustee is named or referred to, it shall include, and shall be deemed to include, its respective successors and assigns whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of, and other provisions for the benefit of, the County, the Corporation or the Trustee contained in the Trust Agreement shall bind and inure to the benefit of such respective successors and assigns and shall bind and inure to the benefit of any officer, board, commission, authority, agency or instrumentality to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the County or of its successors or assigns, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions of the Trust Agreement.

(c)       Nothing in the Trust Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person other than the County, the Corporation, the Trustee and the Owners of the Certificates, any right, remedy or claim under or by reason of the Trust Agreement or any covenant, condition or stipulation hereof. All of the covenants, stipulations, promises and agreements in the Trust Agreement contained by or on behalf of the County shall be for the sole benefit of the County, the Corporation, the Trustee (including its agents) and the Owners.

**Section 1.03    Equal Security.** In consideration of the acceptance of the Certificates by the Owners, the Trust Agreement shall be deemed to be and shall constitute a contract between the Trustee and the Owners to secure the full and final payment of the interest and principal, and premium, if any, represented by the Certificates which may be executed and delivered hereunder, subject to each of the agreements, conditions, covenants and terms contained herein; and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Trustee shall be for the equal and proportionate benefit, protection and security of all Owners without distinction, preference or priority as to security or otherwise of any Certificates over any other Certificates by reason of the number or date thereof or the time of execution or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.



## ARTICLE II

### TERMS AND CONDITIONS OF CERTIFICATES AND SERIES 2025 CERTIFICATES

**Section 2.01 Preparation of Certificates.** The Trustee is hereby authorized and directed to register, execute and deliver the Certificates evidencing aggregate principal in the amount of \$\_\_\_\_\_, representing the aggregate principal components of the Base Rental Payments and each evidencing and representing a proportionate undivided interest in the Base Rental Payments. The Certificates shall be numbered, with or without prefixes, as determined by the Trustee.

**Section 2.02 Denomination, Medium and Dating of Certificates.** The Certificates shall be designated “County of San Diego Refunding Certificates of Participation, Series 2025 (County Operations Center)” evidencing aggregate principal in the amount of \$\_\_\_\_\_, shall be executed and delivered in the form of fully registered Certificates, without coupons, in Authorized Denominations and shall be payable in lawful money of the United States of America.

The Certificates shall be dated their date of delivery. Each Certificate shall represent interest from the Interest Payment Date to which interest has been paid or duly provided for next preceding its date of execution, unless such date of execution shall be (i) prior to the close of business on September 15, 2025, in which case such Certificate shall represent interest from its date of delivery, (ii) subsequent to a Record Date but before the related Interest Payment Date, in which case such Certificate shall represent interest from such Interest Payment Date, or (iii) an Interest Payment Date to which interest has been paid in full or duly provided for, in which case such Certificate shall represent interest from such date of execution; *provided, however*, that if, as shown by the records of the Trustee, interest shall be in default, each Certificate shall represent interest from the last Interest Payment Date to which such interest has been paid in full or duly provided for.

There shall be no reserve account established for the Certificates.

**Section 2.03 Payment Dates of Certificates; Interest.**

(a) **Method and Place of Payment.** The principal represented by the Certificates shall be payable, subject to extraordinary prepayment, on each Principal Payment Date, as the case may be, in each of the years and in the amounts and with the rate of interest components and CUSIP numbers set forth in the following table:

<u>Maturity (October 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>
	\$	%	

Except as otherwise provided in the Representation Letter or in a Supplemental Trust Agreement, the interest represented by the Certificates shall be payable on each Interest Payment Date by check sent by first class mail by the Trustee to the respective Owners of the 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 provisions of Section 2.08 hereof. Payments of defaulted interest with respect to any 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 shall be given to the Owner of the Certificate not less than ten days prior thereto. The principal and premium, if any, represented by the Certificates shall be payable upon presentation and surrender thereof on maturity or on prepayment prior thereto at the Principal Corporate Trust Office of the Trustee.

The Owner of \$1,000,000 or more in aggregate principal amount represented by the Certificates may request in writing that the Trustee pay the interest represented by such Certificates by wire transfer to an account in the United States of America and the Trustee shall comply with such request for all Interest Payment Dates following the 15th day after receipt of such request.

(b) **Principal.** The principal represented by the Certificates shall be payable on their Principal Payment Date in each year and shall 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. The principal represented by the Certificates shall be payable on their respective Principal Payment Dates in each year and shall represent the sum of the portions of the Base Rental Payments designated as principal components coming due on the Principal Payment Dates in each year.

(c) **Calculation of Interest Represented by Certificates.** The interest represented by the Certificates shall be payable on each Interest Payment Date to their Principal Payment Date(s) or prepayment prior thereto, and shall 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 (at the applicable interest rate specified in the preceding table). Interest with respect to the Certificates shall be computed on the basis of a 360-day year of twelve 30-day months.

**Section 2.04 Form of Certificates.** The Certificates and the assignment to appear thereon shall be in substantially the form of Exhibit B hereto, with necessary or appropriate insertions, omissions and variations as permitted or required hereby.

**Section 2.05 Execution of Certificates and Replacement Certificates.** The Certificates shall be executed by the Trustee by the manual signature of an authorized signatory of the Trustee.

**Section 2.06 Transfer and Payment of Certificates; Exchange of Certificates.** All Certificates may be presented for transfer by the Owner thereof, in person or by their attorney duly authorized in writing, at the Principal Corporate Trust Office of the Trustee, on the books required to be kept by the Trustee pursuant to the provisions of Section 2.08 hereof, upon surrender of such Certificates for cancellation accompanied by delivery of a duly executed written instrument of transfer in a form acceptable to the Trustee. The Trustee may treat the Owner of any Certificate as the absolute owner of such Certificate for all purposes, whether or not such Certificate shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal represented by such Certificate shall be made only to such Owner, which payments shall be valid and effectual to satisfy and discharge the liability represented by such Certificate to the extent of the sum or sums so paid.

Whenever any Certificate or Certificates shall be surrendered for transfer, the Trustee shall execute and deliver a new Certificate or Certificates representing the same principal amount in Authorized Denominations. The Trustee shall require the payment by any Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Certificates may be presented for exchange at the Principal Corporate Trust Office of the Trustee, for a like aggregate principal amount of Certificates of other Authorized Denominations. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Trustee shall not be required to transfer or exchange any Certificate during the period in which the Trustee is selecting Certificates for prepayment, nor shall the Trustee be required to transfer or exchange any Certificate or portion thereof selected for prepayment from and after the date of mailing the notice of prepayment thereof.

**Section 2.07 Book-Entry Certificates.** Notwithstanding any provision of the Trust Agreement to the contrary, the transfer provisions of Section 2.06 hereof do not apply if the ownership of the Certificates is in book-entry form.

(a) Except as provided in subparagraph (d) of this Section 2.07, the registered Owner of all of the Certificates shall be DTC, and the Certificates shall be registered in the name of Cede & Co., as nominee for DTC. Notwithstanding anything to the contrary contained in the Trust Agreement, payment of interest with respect to any Certificate registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer of same-day funds to the account of Cede & Co. on the Interest Payment Date for the Certificates at the address indicated on the Record Date or special record date for Cede & Co. in the certificate registration books required to be kept by the Trustee pursuant to the provisions of Section 2.08 hereof or as otherwise provided in the Representation Letter.

(b) The Certificates shall be initially executed and delivered in the form of separate single fully registered Certificates in the amount of each separate stated maturity of the Certificates. Upon initial execution and delivery, the ownership of such Certificates shall be registered in the certificate registration books required to be kept by the Trustee pursuant to the provisions of Section 2.08 hereof in the name of Cede & Co., as nominee of DTC. The Trustee and the County shall treat DTC (or its nominee) as the sole and exclusive Owner of the Certificates registered in its name for the purposes of payment of the principal, premium, if any, or interest with respect to the Certificates, selecting the Certificates or portions thereof to be prepaid, giving any notice permitted or required to be given to Owners under the Trust Agreement, registering the transfer of Certificates, obtaining any consent or other action to be taken by Owners and for all other purposes whatsoever, and neither the Trustee nor the County shall be affected by any notice to the contrary. Neither the Trustee nor the County shall have any responsibility or obligation to any person claiming a beneficial ownership interest in the Certificates under or through DTC, or any other person which is not shown on the certificate registration books required to be kept by the Trustee pursuant to the provisions of Section 2.08 hereof as being an Owner, with respect to (i) the accuracy of any records maintained by DTC; (ii) the payment by DTC of any amount in respect of the principal, premium, if any, or interest with respect to the Certificates; (iii) any notice which is permitted or required to be given to Owners under the Trust Agreement or the selection by DTC of any person to receive payment in the event of a partial prepayment of the Certificates; or (iv) any consent given or other action taken by DTC as Owner. The Trustee shall pay all principal, premium, if any, and interest with respect to the Certificates only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to the principal, premium, if any, and interest with respect to the Certificates to the extent of the sum or sums so paid. Except under the conditions of (d) below, no person other than DTC shall receive an executed Certificate for each separate stated maturity representing the right to receive an undivided proportionate share of Base Rental Payments. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of

Cede & Co., and subject to the provisions herein with respect to Record Dates, the term “Cede & Co.” in the Trust Agreement shall refer to such new nominee of DTC.

(c) In order to qualify the Certificates for DTC’s book-entry system, the County and the Trustee will execute, countersign and deliver to DTC the Representation Letter. The execution and delivery of the Representation Letter shall not in any way limit the provisions of this Section 2.07 or in any other way impose upon the Trustee, the County or the Corporation any obligation whatsoever with respect to persons having interests in the Certificates other than the Owners, as shown on the certificate registration books required to be kept by the Trustee pursuant to the provisions of Section 2.08 hereof.

(d) In the event (i) DTC, including any successor as securities depository for the Certificates, determines not to continue to act as securities depository for the Certificates, or (ii) the County determines that the incumbent securities depository shall no longer so act and delivers a written certificate to the Trustee to that effect, then the County will discontinue the book-entry system with the incumbent securities depository for the Certificates. If the County determines to replace the incumbent securities depository for the Certificates with another qualified securities depository, the County shall prepare or direct the preparation of a new single, separate fully registered Certificate for the aggregate outstanding principal amount of Certificates of each maturity, registered in the name of such successor or substitute qualified securities depository, or its nominee, or make such other arrangement acceptable to the County, the Trustee and the successor securities depository for the Certificates as are not inconsistent with the terms of the Trust Agreement. If the County fails to identify another qualified successor securities depository for the Certificates to replace the incumbent securities depository, then the Certificates shall no longer be restricted to being registered in the certificate registration books required to be kept by the Trustee pursuant to the provisions of Section 2.08 hereof in the name of the incumbent securities depository or its nominee, but shall be registered in whatever name or names the incumbent securities depository for the Certificates, or its nominee, shall designate. In such event the Trustee shall execute and deliver a sufficient quantity of Certificates as to carry out the transfers and exchanges provided in this Section and Sections 2.06 and 2.10 hereof. All such Certificates shall be in fully registered form in denominations authorized by the Trust Agreement.

(e) Notwithstanding any other provision of the Trust Agreement to the contrary, so long as any Certificate is registered in the name of DTC, or its nominee, all payments with respect to the principal, premium, if any, and interest with respect to such Certificate and all notices with respect to such Certificates shall be made and given, respectively, as provided in the Representation Letter.

(f) In connection with any notice or other communication to be provided to Owners pursuant to the Trust Agreement by the County or the Trustee with respect to any consent or other action to be taken by Owner, the County or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

**Section 2.08 Certificate Registration Books.** The Trustee will keep sufficient books for the registration and transfer of the Certificates, which books shall be available for inspection by the Corporation and the County at reasonable hours and under reasonable conditions; and upon presentation for such purpose the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer the Certificates on such books as hereinabove provided. The Trustee will, upon written request, make copies of the foregoing available to any Owner of at least five percent in aggregate principal amount of Outstanding Certificates or their agent duly authorized in writing.

**Section 2.09 Temporary Certificates.** The Certificates may be initially delivered in temporary form exchangeable for definitive Certificates when ready for delivery, which temporary Certificates shall be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Trustee, shall be in fully registered form and shall contain such reference to any of the provisions hereof as may be appropriate. Every temporary Certificate shall be executed and delivered by the Trustee upon the same conditions and terms and in substantially the same manner as definitive Certificates. If the Trustee executes and delivers temporary Certificates, it will execute definitive Certificates without delay, and thereupon the temporary Certificates may be surrendered at the Principal Corporate Trust Office of the Trustee, in exchange for such definitive Certificates, and until so exchanged such temporary Certificates shall be entitled to the same benefits hereunder as definitive Certificates executed and delivered hereunder.

**Section 2.10 Certificates Mutilated, Lost, Destroyed or Stolen.** If any Certificate shall become mutilated, the Trustee, at the expense of the Owner thereof, shall execute and deliver a new Certificate of like tenor, payment date in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be canceled by it. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and if such evidence is satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owner thereof, shall execute and deliver a new Certificate of like tenor, numbered as the Trustee shall determine, in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee shall require payment of a sum not exceeding the actual cost of preparing each new Certificate executed and delivered by it under this Section and of the expenses which may be incurred by it under this Section. Any Certificate executed and delivered under the provisions of this Section in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits hereof with all other Certificates secured hereby, and the Trustee shall not be required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the amount of Certificates which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of executing and delivering a new Certificate for a Certificate which has been lost, destroyed or stolen and which has matured or will mature within 30 days after the Trustee has received all required indemnity and payments on account of a lost, destroyed or stolen Certificate, the Trustee may make payment of such Certificate to the Owner thereof on or after the maturity date.

### ARTICLE III

#### PROCEEDS OF SERIES 2025 CERTIFICATES

**Section 3.01 Delivery of Certificates.** The Trustee is hereby authorized to execute and deliver the Certificates to the Purchaser upon receipt of a Written Request of the County and upon receipt of the proceeds of sale thereof.

**Section 3.02 Deposit of Proceeds of Certificates and Other Moneys.** The (i) proceeds received from the sale of the Certificates in the amount of \$\_\_\_\_\_ (consisting of the aggregate principal amount evidenced by the Certificates of \$\_\_\_\_\_.00, plus original issue premium of \$\_\_\_\_\_, less a purchaser's discount of \$\_\_\_\_\_ and including the Good Faith Deposit of \$\_\_\_\_\_ on deposit with the Trustee pursuant to the Custodial Agreement), (ii) \$\_\_\_\_\_ from amounts on deposit in the Redemption Fund maintained under the Prior Indenture, (iii) \$\_\_\_\_\_ from amounts on deposit in the Reserve Fund maintained under the Prior Indenture and (iv) \$\_\_\_\_\_ from amounts on deposit in the Earnings Fund maintained under the Prior Indenture, shall be transferred for deposit by the Trustee to the following respective funds:

(a) The Trustee shall transfer to the Prior Trustee, in its capacity as Escrow Agent, for deposit in the Escrow Fund in accordance with the Escrow Agreement the amount of \$\_\_\_\_\_;

(b) The Trustee shall deposit in the Base Rental Payment Fund established pursuant to Section 5.01 hereof the amount of \$\_\_\_\_\_; and

(c) The Trustee shall deposit in the Costs of Issuance Fund established pursuant to Section 3.03 hereof the amount of \$\_\_\_\_\_.

The deposits required of the Trustee set forth above into funds or accounts held by the County shall be deemed made by the transfer of funds by the Trustee in accordance with the instructions of the County. To facilitate any transfers to or for the benefit of the County required in this Section 3.02, the Trustee may, in its discretion open a temporary fund or account on its records which shall be closed upon completion of such transfers.

**Section 3.03 Costs of Issuance Fund.** (a) There is hereby established in trust a special fund designated as the “Costs of Issuance Fund” which shall be held by the Trustee and which shall be kept separate and apart from all other funds held by the Trustee. Within the Costs of Issuance Fund, the Trustee may establish and maintain separate accounts as may be directed in a Supplemental Trust Agreement. The moneys in such accounts of the Costs of Issuance Fund shall be applied to the payment of Costs of Issuance of the Certificates, upon a Written Requisition of the County (in substantially the form as set forth in Exhibit C hereto as modified for this purpose). All payments from the Costs of Issuance Fund shall be reflected in the Trustee’s regular accounting statements.

(b) On the date that is six months after the Closing Date, the Trustee shall transfer any amounts then remaining in the Costs of Issuance Fund first to the Administrative Expense Fund to the extent that the amount on deposit therein is less than \$20,000, and thereafter to the Base Rental Payment Fund, and upon such transfer the Costs of Issuance Fund shall be closed.

**Section 3.04 Administrative Expense Fund.**

(a) There is hereby established in trust a special fund designated as the “Administrative Expense Fund” which shall be held by the Trustee and which shall be kept separate and apart from all other funds held by the Trustee.

(b) Amounts in the Administrative Expense Fund shall be paid out from time to time by the Trustee at the direction of the County for Administrative Fees and Expenses, upon a Written Requisition of the County (in substantially the form as set forth in Exhibit C hereto as modified for this purpose).

(c) Amounts in the Administrative Expense Fund in excess of \$20,000 shall be transferred by the Trustee to the Base Rental Payment Fund.

**Section 3.05 Earnings Fund.** There is established in trust a special fund designated as the “Earnings Fund,” which shall be held by the Trustee and which shall be kept separate and apart from all other funds held by the Trustee. The Trustee shall administer the Earnings Fund as provided in this Article III and in Section 6.09 hereof.

The Trustee shall establish and maintain in the Earnings Fund a separate account designated as the “Investment Earnings Account,” and a separate account designated as the “Excess Earnings Account.” All moneys in the Investment Earnings Account and the Excess Earnings Account shall be held by the Trustee

in trust and shall be kept separate and apart from all other funds and money held by the Trustee. Pursuant to Section 11.08 hereof, all investment earnings on the funds and accounts established hereunder (other than the Excess Earnings Account) shall be transferred and deposited into the Investment Earnings Account. There shall be deposited in the Investment Earnings Account such amounts set forth in a written direction from the County to the Trustee as the County determines as not to be inconsistent herewith and the Tax Certificate. Amounts on deposit in the Investment Earnings Account shall be transferred to the Excess Earnings Account upon receipt by the Trustee of written instructions from the County given in accordance with the provisions of the Tax Certificate.

Transfers of amounts in the Investment Earnings Account, or any amount on deposit in the Excess Earnings Account which the County determines and informs the Trustee in writing exceeds the amount required to be maintained therein pursuant to the provision of the Tax Certificate, shall be transferred on June 1 of each year or any other date or dates the County may direct, to the Base Rental Payment Fund. Except as set forth in the proceeding sentence, amounts on deposit in the Excess Earnings Account shall only be applied to payments made to the United States in accordance with written instructions of the County.

## **ARTICLE IV**

### **PREPAYMENT OF CERTIFICATES**

**Section 4.01    Extraordinary Prepayment.** To the extent permitted or required by Section 5.03 or 5.04 hereof, the 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 represented thereby plus accrued interest represented thereby to the date fixed for prepayment, without premium.

**Section 4.02    Notice of Prepayment.** Notice of prepayment shall be mailed by first class mail by the Trustee, on behalf and at the expense of the County, not less than 30 nor more than 60 days prior to the prepayment date to the respective Owners of Certificates designated for prepayment at their addresses appearing on the certificate registration books of the Trustee. The Trustee shall also provide such additional notice of prepayment of Certificates at the time and as may be required by the MSRB. Each notice of prepayment shall state the date of such notice, the Certificates to be prepaid, the date of issue of such Certificates, 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 Certificates of such maturity to be prepaid and, in the case of 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 Certificates then called for prepayment, on said date there will become due and payable on each of such Certificates the prepayment price thereof or of said specified portion of the principal amount thereof in the case of a 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 Certificates be then surrendered at the address or addresses of the Trustee specified in the prepayment notice.

Failure by the Trustee to give notice pursuant to this Section 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 Certificates then called for prepayment, and such cancellation shall not constitute an Event of Default hereunder. The Trustee shall mail notice of such rescission of prepayment in the same manner as the original notice of prepayment was sent.

**Section 4.03 Selection of Certificates for Prepayment.** Whenever less than all the Outstanding Certificates are to be prepaid on any one date, the Trustee shall select the Certificates to be prepaid by selecting such Certificates as evidence the prepaid Base Rental Payments determined by the County to be prepaid pursuant to Section 5.05 of the Facility Lease, and by lot among 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.

**Section 4.04 Partial Prepayment of Certificates.** Upon surrender of any Certificate prepaid in part only, the Trustee shall execute and deliver to the Owner thereof a new Certificate or Certificates representing the unpaid principal amount of the Certificate surrendered.

**Section 4.05 Effect of Prepayment.** If notice of prepayment has been duly given as aforesaid and moneys for the payment of the prepayment price of the Certificates to be prepaid are held by the Trustee, then on the prepayment date designated in such notice the 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 represented by the Certificates so called for prepayment shall cease to accrue, such Certificates shall cease to be entitled to any benefit or security hereunder and the Owners of such 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 Certificates to be prepaid, pay such Certificates at the prepayment price thereof.

All Certificates prepaid pursuant to the provisions of this Article shall be canceled by the Trustee and shall not be redelivered.

## **ARTICLE V**

### **RENTAL PAYMENTS, DEPOSITS AND RESERVE FUND**

**Section 5.01 Pledge of Base Rental Payments and Additional Payments; Base Rental Payment Fund.**

(a) There is hereby established a special fund designated as the “Base Rental Payment Fund” which shall be held by the Trustee and which shall be kept separate and apart from all other funds and moneys held by the Trustee. Within the Base Rental Payment Fund, the Trustee shall establish and maintain separate accounts designated the “Interest Account” and the “Principal Account.” The County hereby irrevocably pledges and transfers to the Trustee, for the benefit of the Owners, all of its pledges and grants to the Trustee, for the benefit of the Owners, a lien on and a security interest in all right, title and interest of the amounts held in the funds and accounts established hereunder (other than the Excess Earnings Account), including the Base Rental Payment Fund, whether now owned or hereafter arising as security for the payment of the interest and principal represented by the Certificates in accordance with their terms, the provisions of this Trust Agreement, subject to provisions hereof permitting the disbursement thereof for the purposes and on the conditions and terms set forth herein, and in and to the Base Rental Payments, which shall be used for the punctual payment of the interest and principal represented by the Certificates and the Base Rental Payments shall not be used for any other purpose while any of the Certificates remain Outstanding. In the event, however, that it should be determined that the Corporation has any right, title or interest in or to the Base Rental Payments, then the Corporation hereby irrevocably pledges and grants to



the Trustee, for the benefit of the Owners, a lien on and a security interest in all right, title and interest of the amounts held in the funds and accounts established hereunder (other than the Excess Earnings Account), including the Base Rental Payment Fund, whether now owned or hereafter arising as security for the payment of the interest and principal represented by the Certificates in accordance with their terms, the provisions of this Trust Agreement, subject to provisions hereof permitting the disbursement thereof for the purposes and on the conditions and terms set forth herein, and in and to the Base Rental Payments, which shall be used for the punctual payment of the interest and principal represented by the Certificates and the Base Rental Payments shall not be used for any other purpose while any of the Certificates remain Outstanding. These pledges shall constitute a first and exclusive lien on the funds established hereunder and the Base Rental Payments in accordance with the terms hereof.

(b) All Base Rental Payments shall be paid directly by the County to the Trustee, and if received by the Corporation at any time shall be deposited by the Corporation, as the case may be, with the Trustee within one Business Day after the receipt thereof. All Base Rental Payments, the proceeds of rental interruption insurance and liquidated damages, if any, shall be deposited by the Trustee in the Base Rental Payment Fund and all amounts on deposit therein shall be held in trust by the Trustee, which fund the Trustee hereby agrees to establish and maintain for the benefit of the Owners until all required Base Rental Payments are paid in full pursuant to the Facility Lease or until such date as the Certificates are no longer Outstanding; *provided, however*, and notwithstanding the foregoing, if the Trustee receives a Base Rental Payment amount in excess of the amount necessary to pay the amount due and owing on the next Interest Payment Date or Principal Payment Date, as the case may be, after giving effect to the funds then on deposit in the Base Rental Payment Fund not needed for any other purpose hereunder, and there exists no Event of Default hereunder, then amounts in the Base Rental Payment Fund not needed to make such payments may be utilized by the Trustee, as directed in writing by the County, for any other purpose.

**Section 5.02 Deposit of Base Rental Payments.** Except as otherwise provided in this Section, the Trustee shall deposit the amounts in the Base Rental Payment Fund at the time and in the priority and manner hereinafter provided in the following respective accounts and subaccounts, each of which the Trustee hereby agrees to establish and maintain until all required Base Rental Payments are paid in full pursuant to the Facility Lease or until such date as the Certificates are no longer Outstanding, and the moneys in each of such funds shall be disbursed only for the purposes and uses hereinafter authorized.

(a) Interest Account. The Trustee, on each Interest Payment Date, shall transfer from the Base Rental Payment Fund to each Interest Account an amount equal to the portion of the Base Rental Payments designated as the interest component coming due on such date and evidenced by the Certificates. Moneys in each Interest Account shall be withdrawn and used by the Trustee for the purpose of paying interest on or evidenced by the Certificates as and when due and payable. Moneys in the Interest Account shall be used by the Trustee for the purpose of paying the interest evidenced by the Certificates when due and payable.

(b) Principal Account. The Trustee, on each Principal Payment Date, shall transfer from the Base Rental Payment Fund to each Principal Account an amount equal to the portion of the Base Rental Payments designated as the principal component coming due on such date and evidenced by the Certificates. Moneys in each Principal Account shall be withdrawn and used by the Trustee for the purpose of paying principal with respect to the Certificates, as and when due and payable.

(c) Prepayment Fund. The Trustee, on the prepayment date specified in the Written Request of the County filed with the Trustee at the time that any prepaid Base Rental Payment is paid to the Trustee pursuant to the Facility Lease, shall deposit in the Prepayment Fund that amount of moneys representing the portion of the Base Rental Payments designated as prepaid Base Rental

Payments. Monies in the Prepayment Fund shall be used and withdrawn by the Trustee for the purpose of paying the principal, premium, if any, and interest represented by the Certificates to be prepaid.

**Section 5.03 Application of Insurance Proceeds and Condemnation Awards.** The Trustee shall not be responsible for the sufficiency of any insurance required by the Facility Lease and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the County or the Corporation. Delivery to the Trustee of the schedule of insurance policies under the Facility Lease shall not confer responsibility upon the Trustee as to the sufficiency of coverage or amounts of such policies.

Except as hereinafter provided, in the event of any damage to or destruction of any part of the Leased Property, caused by the perils covered by the policies of insurance required to be maintained by the County pursuant to Section 6.03 of the Facility Lease, the County and the Corporation shall cause the proceeds of such insurance (other than rental interruption insurance which is to be placed in the Base Rental Payment Fund) to be used in accordance with Section 7.01 of the Facility Lease. The Trustee shall hold said proceeds in a separate fund to be established and maintained by the Trustee and designated the "Insurance Proceeds and Condemnation Awards Fund." The Trustee shall only make disbursements from the Insurance Proceeds and Condemnation Awards Fund upon receipt of a Written Request of the County on behalf of the Corporation which (i) states with respect to each disbursement to be made: (A) the requisition number, (B) the name and address of the person, firm or authority to whom payment is due, (C) the amount to be disbursed, and (D) that each obligation therein has been properly incurred for the purpose of repair, reconstruction or replacement of the Leased Property to at least the same good order, repair and condition as it was in prior to the damage or destruction, insofar as the same may be accomplished by the use of said proceeds and is a proper charge against the Insurance Proceeds and Condemnation Awards Fund and has not been the basis of any previous disbursement; (ii) specifies in reasonable detail the nature of the obligation; and (iii) is accompanied by a bill or statement of account for each obligation. Any balance of said proceeds not required for such repair, reconstruction or replacement as evidenced by a Certificate of the County to the effect that such repair, reconstruction or replacement has been completed and all amounts owing therefor have been paid or provision for the payment therefor has been made shall be transferred by the Trustee to Prepayment Fund and applied in the manner provided by Section 4.01 hereof. Alternatively, the County, at its option, and if the proceeds of such insurance together with any other moneys then available for the purpose are at least sufficient to prepay all Outstanding Certificates, may elect not to repair, reconstruct or replace the damaged or destroyed portion of the Leased Property and thereupon shall cause said proceeds to be transferred to the Prepayment Fund and used for the prepayment of Outstanding Certificates pursuant to Section 4.01 hereof; provided, that if the County elects to so prepay the Outstanding Certificates, then the County shall make said election within 45 days after the damage to or destruction of the Leased Property. Notwithstanding any other provision herein, the County shall only prepay less than all of the Outstanding Certificates if the annual fair rental value of the Leased Property after such damage, destruction or condemnation is at least equal to the aggregate annual amount of principal and interest represented by the Outstanding Certificates not being prepaid.

Any proceeds of any insurance (other than rental interruption insurance which is to be placed in the Base Rental Payment Fund), including the proceeds of any self-insurance remaining after the portion of the Leased Property which was damaged or destroyed is restored to and made available to the County in substantially the same condition and annual fair rental value as that which existed prior to the damage or destruction, or the prepayment of Certificates, each as determined and applied in accordance with Section 7.01 of the Facility Lease, shall be remitted to the County and used for any lawful purpose thereof, if there is first delivered to the Trustee a Written Certificate of the County to the effect that the annual fair rental value of the Leased Property after such damage or destruction, and after any repairs or replacements made as a result of such damage or destruction, is at least equal to 100% of the maximum amount of Base

Rental Payments becoming due under the Facility Lease in the then current Lease Year or any subsequent Lease Year and the fair replacement value of the Leased Property after such damage or destruction is at least equal to the sum of the then unpaid principal components of Base Rental Payments.

The proceeds of any award in eminent domain shall be transferred by the County to the Trustee for deposit in the Prepayment Fund and applied to the prepayment of Outstanding Certificates pursuant to Section 4.01 hereof.

**Section 5.04    Title Insurance.** Proceeds of any policy of title insurance received by the County, the Corporation or the Trustee in respect of the Leased Property shall be applied and disbursed by the County, the Corporation or the Trustee as follows:

(a)     If the County determines that the title defect giving rise to such proceeds has not materially affected the operation of the Leased Property and will not result in an abatement of Base Rental Payments payable by the County under the Facility Lease, such proceeds shall be deposited first in the Excess Earnings Account to the extent the amount on deposit therein is less than the Rebate Requirement, then in the Administrative Expense Fund to the extent needed to pay reasonable and necessary operating expenses of the County with respect to the Certificates, and thereafter amounts not required to be so deposited shall be remitted to the County and used for any lawful purpose thereof; or

(b)     If any portion of the Leased Property has been affected by such title defect, and if the County determines that such title defect will result in an abatement of Base Rental Payments payable by the County under the Facility Lease, then the County, the Corporation or the Trustee shall immediately deposit such proceeds in the Prepayment Fund and such proceeds shall be applied to the prepayment of Certificates in the manner provided in Section 4.01 hereof.

## **ARTICLE VI**

### **COVENANTS**

**Section 6.01    Compliance with Trust Agreement.** The Trustee will not execute or deliver any Certificates in any manner other than in accordance with the provisions hereof, and neither of the County or the Corporation will suffer or permit any default by them to occur hereunder, but will faithfully comply with, keep, observe and perform all the agreements, conditions, covenants and terms hereof required to be complied with, kept, observed and performed by them.

**Section 6.02    Compliance with Site Lease and Facility Lease.** The County and the Corporation will faithfully comply with, keep, observe and perform all the agreements, conditions, covenants and terms contained in the Site Lease and the Facility Lease required to be complied with, kept, observed and performed by them and, together with the Trustee, will enforce the Site Lease and the Facility Lease against the other party thereto in accordance with their respective terms.

**Section 6.03    Observance of Laws and Regulations.** The Trustee, the County and the Corporation will faithfully comply with, keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on them by contract, or prescribed by any law of the United States of America or of the State of California, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of each and every franchise, right or privilege now owned or hereafter acquired by them, including their right to exist and carry on their respective businesses, to the end that such franchises, rights and privileges shall be maintained and preserved and shall not become abandoned, forfeited or in any manner impaired.

**Section 6.04    Other Liens.** The County will keep the Leased Property and all parts thereof free from judgments and materialmen's and mechanics' liens and free from all claims, demands, encumbrances and other liens of whatever nature or character, other than Permitted Encumbrances (with respect to the Leased Property, as such term is defined in the Facility Lease) and free from any claim or liability which materially impairs the County in conducting its business or utilizing the Leased Property, and the Trustee at its option (after first giving the County ten days' written notice to comply therewith and failure of the County to take any necessary steps to defend against or to so comply within such ten-day period) may defend against any and all actions or proceedings in which the validity hereof is or might be questioned, or may pay or compromise any claim or demand asserted in any such actions or proceedings; *provided, however*, that, in defending against any such actions or proceedings or in paying or compromising any such claims or demands, the Trustee shall not in any event be deemed to have waived or released the County from liability for or on account of any of its agreements and covenants contained herein, or from its liability hereunder to defend the validity hereof and to perform such agreements and covenants. The Trustee shall have no liability with respect to any determination made in good faith to proceed or decline to defend, pay or compromise any such claim or demand.

So long as any Certificates are Outstanding, neither the County nor the Corporation will create or suffer to be created any pledge of or lien on the Base Rental Payments other than as provided or permitted under Section 5.01 hereof.

**Section 6.05    Prosecution and Defense of Suits.** The County will promptly take such action from time to time as may be necessary or proper, in its reasonable discretion, to remedy or cure any known cloud upon or defect in the title to the Leased Property or any portion thereof, whether now existing or hereafter developing, and will prosecute all actions, suits or other proceedings as may be appropriate for such purpose.

**Section 6.06    Accounting Records and Statements.** The Trustee will keep proper accounting records in which complete and correct entries shall be made of all transactions made by it relating to the receipt, deposit and disbursement of the Base Rental Payments, and such accounting records shall be available for inspection by the County or the Corporation at reasonable hours, under reasonable conditions and with reasonable notice. The Trustee shall deliver a monthly accounting to the County; *provided* that the Trustee shall not be obligated to report as to any fund or account that (a) has a balance of zero and (b) has not had any activity since the last reporting date.

**Section 6.07    Recordation and Filing.** The Corporation will record, or cause to be recorded, with the appropriate county recorder, the Site Lease, Facility Lease, and Assignment Agreement or memoranda thereof.

**Section 6.08    Further Assurances.** Whenever and so often as requested to do so by the Trustee or any Owner, the County and the Corporation will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Trustee and the Owners all advantages, benefits, interests, powers, privileges and rights conferred or intended to be conferred upon them hereby or by the Assignment Agreement, the Facility Lease or the Site Lease under their respective terms.

**Section 6.09    Excess Earnings Account of the Earnings Fund; Tax Covenants.** Pursuant to Section 3.05 hereof, the County shall establish and maintain with the Trustee an account separate from any other fund or account established and maintained hereunder designated as the "Excess Earnings Account." There shall be deposited in the Excess Earnings Account such amounts set forth in a written direction from the County to the Trustee as the County determines are required to be deposited therein pursuant to the Tax

Certificate. All money at any time deposited in the Excess Earnings Account shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement, for payment to the United States of America. The Trustee shall disburse such funds upon receipt of written direction from the County. Notwithstanding defeasance of the Certificates pursuant to Article X hereof or anything to the contrary contained herein, all amounts required to be deposited into or on deposit in the Excess Earnings Account shall be governed exclusively by this Section 6.09 and by the Tax Certificate (which is incorporated herein by reference). The Trustee shall have no duty or obligation to monitor the compliance by the County with the requirements of the Tax Certificate and shall be determined to have complied with its obligations with respect to the Excess Earnings Account if it follows the written directions of the County.

Any funds remaining in the Excess Earnings Account after payment in full of all of the interest and principal represented by all Outstanding Certificates and after payment of any amounts described in this Section 6.09, shall be transferred to the County to be used for any lawful purpose.

**Section 6.10 Continuing Disclosure.** The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of the Trust Agreement, failure of the County to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may (and, at the request of the Purchaser or the Owners of at least 25% aggregate principal amount of Outstanding Certificates, shall) or any Owner or Beneficial Owner of 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 Section 6.10; *provided*, that the Trustee shall only be required to take an action under this Section 6.10 to the extent funds have been provided to it or it has been otherwise indemnified to its reasonable satisfaction from any cost, liability, expense or additional charges of the Trustee whatsoever, including, without limitation, fees and expenses of its attorneys.

## ARTICLE VII

### DEFAULT AND LIMITATIONS OF LIABILITY

**Section 7.01 Events of Default.** The following events shall be Events of Default:

- (a) default in the due and punctual payment of the principal or premium, if any, on or evidenced by any Certificate when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for prepayment, by declaration or otherwise;
- (b) default in the due and punctual payment of any installment of interest on or evidenced by any Certificate when and as such interest installment shall become due and payable;
- (c) default by the County in the observance of any of the covenants, agreements or conditions on its part in the Trust Agreement contained, if such default shall have continued for a period of 30 days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the County and the Corporation by the Trustee, or to the County, the Corporation and the Trustee by the Owners of not less than 25% in aggregate principal amount represented by the Certificates at the time Outstanding; *provided, however*, that if such default can be remedied but not within such 30-day period and if the County has taken all action reasonably possible to remedy such default within such 30-day period, such default shall not become an Event of Default for so long as the County shall diligently proceed to remedy the same in accordance with and subject to any directions or limitations of time reasonably established by the Trustee; or
- (d) an event of default shall have occurred and be continuing under the Facility Lease.

**Section 7.02    Action on Default.** In each and every case during the continuance of an Event of Default, the Trustee or the Owners of not less than a majority in aggregate principal amount represented by the Certificates at the time Outstanding (subject to the provisions of Section 7.11 hereof) shall be entitled, upon notice in writing to the County and the Corporation to exercise any of the remedies granted to the County under the Site Lease, to the Corporation under the Facility Lease, and in addition, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights as assignee pursuant to the Assignment Agreement or to protect and enforce any of the rights vested in the Trustee or the Owners by the Trust Agreement or by the Certificates, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement or for the enforcement of any other legal or equitable right, including any one or more of the remedies set forth in Section 7.03(a), (b) or (c) hereof.

**Section 7.03    Other Remedies of the Trustee.** The Trustee shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the County, the Corporation or any director, officer or employee thereof, and to compel the County or the Corporation or any such director, officer or employee to perform or carry out their duties under law and the agreements and covenants required to be performed by them contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Trustee; or

(c) by suit in equity upon the happening of any default hereunder to require the County and the Corporation to account as the trustee of an express trust.

**Section 7.04    Non-Waiver.** A waiver of any default or breach of duty or contract by the Trustee shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Trustee to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Trustee by law or by this Article may be enforced and exercised from time to time and as often the Trustee shall deem expedient.

If any action, proceeding or suit to enforce any right or to exercise any remedy is abandoned or determined adversely to the Trustee or any Owner or Owners, then subject to any adverse determination, the Trustee or such Owner or Owners and the County and the Corporation shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

**Section 7.05    Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by any law. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

**Section 7.06    No Liability by the Corporation or the County to the Owners.** Except as expressly provided herein, the Corporation shall have no obligation or liability to the 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 of the other agreements and covenants required to be performed by it contained in the Facility Lease or herein, or with respect to the performance by the Trustee of any right or obligation required to be performed by it contained herein.

**Section 7.07 No Liability by the County to the Owners.** Except for the payment when due of the Base Rental Payments and the performance of the other agreements and covenants required to be performed by it contained in the Facility Lease or herein, the County shall not have any obligation or liability to the Owners with respect to the Trust Agreement or the preparation, execution, delivery or transfer of the Certificates or the disbursement of the Base Rental Payments by the Trustee to the Owners, or with respect to the performance by the Trustee of any right or obligation required to be performed by it contained herein.

**Section 7.08 No Liability by the Trustee to the Owners.** Except as expressly provided herein, the Trustee shall not have any obligation or liability to the 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.

**Section 7.09 Application of Amounts After Default.** Notwithstanding anything to the contrary contained herein, after a default by the County, all funds and accounts held by the Trustee and all payments received by the Trustee with respect to the rental of the Leased Property after a default by the County pursuant to Section 10.01 of the Facility Lease, and all damages or other payments received by the Trustee for the enforcement of any rights and powers of the Trustee under Section 10.01 of the Facility Lease, shall be deposited into the Base Rental Payment Fund and as soon as practicable thereafter applied:

- (a) to the payment of all amounts due the Trustee under Section 8.03 hereof; and
- (b) to the payment of all amounts then due as interest with respect to the Certificates, and thereafter to the payment of all amounts due as principal with respect to the Certificates, in respect of which or for the benefit of which, money has been collected (other than Certificates which have matured or otherwise become payable prior to such Event of Default and money for the payment of which is held by the Trustee), ratably without preference or priority of any kind, according to the amounts due and payable with respect to such Certificates.

**Section 7.10 Trustee May Enforce Claims Without Possession of Certificates.** All rights of action and claims under the Trust Agreement or the Certificates may be prosecuted and enforced by the Trustee without the possession of any of the Certificates or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Owners of the Certificates in respect of which such judgment has been recovered.

**Section 7.11 Limitation on Suits.** No Owner of any Certificate shall have any right to institute any proceeding, judicial or otherwise, with respect to the Trust Agreement, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless such Owner has previously given written notice to the Trustee of a continuing Event of Default; the Owners of not less than 25% in principal amount of the Outstanding Certificates shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder; such Owner or Owners have afforded to the Trustee indemnity reasonably satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceedings; and no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority in principal amount of the Outstanding Certificates; it being understood and intended that no one or more Owners of Certificates shall have any right in any manner whatever by virtue of, or by availing of, any provision of the Trust Agreement to affect, disturb or prejudice the rights of any other Owner of Certificates,

or to obtain or seek to obtain priority or preference over any other Owner or to enforce any right under the Trust Agreement, except in the manner herein provided and for the equal and ratable benefit of all the Owners of Certificates. Nothing in the Trust Agreement contained shall, however, affect or impair the right of any Owner to enforce the payment of the principal component of or the prepayment price of and the interest component of the Base Rental Payments represented by any Certificates at and after the maturity or earlier prepayment.

## ARTICLE VIII

### THE TRUSTEE

**Section 8.01 Employment of the Trustee.** The County and the Corporation hereby appoint and employ the Trustee to receive, deposit and disburse the Rental Payments, to prepare, execute, deliver and transfer the Certificates and to perform the other functions contained herein; all in the manner provided herein and subject to the conditions and terms hereof. By executing and delivering the Trust Agreement, the Trustee accepts the appointment and employment hereinabove referred to and accepts the rights and obligations of the Trustee provided herein, subject to the conditions and terms hereof. The Trustee undertakes to perform such duties and only such duties as are specifically set forth in the Trust Agreement, and no implied covenants or obligations shall be read into the Trust Agreement against the Trustee. In case an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by the Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of their own affairs.

**Section 8.02 Duties, Removal and Resignation of the Trustee.** The County and the Corporation may, by an instrument in writing and upon 30 days written notice remove the Trustee initially a party hereto and any successor thereto unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee initially a party hereto and any successor thereto if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of a majority in aggregate principal amount represented by the Certificates at the time Outstanding (or their attorneys duly authorized in writing), but any such successor Trustee shall be a bank with trust powers or trust company doing business and having a principal corporate trust office in California or New York, having (or if such bank or trust company is a member of a bank holding company system, its bank holding company has) a combined capital (exclusive of borrowed capital) and surplus of at least seventy-five million dollars (\$75,000,000) and subject to supervision or examination by federal or state authorities. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee may at any time resign by giving written notice of such resignation to the County, the Corporation and by mailing notice, first class, postage prepaid, of such resignation to the Owners at their addresses appearing on the books required to be kept by the Trustee pursuant to the provisions of Section 2.08 hereof. Upon receiving such notice of resignation, the County and the Corporation shall promptly appoint a successor Trustee by an instrument in writing; *provided, however*, that in the event the County and the Corporation do not appoint a successor Trustee within 30 days following receipt of such notice of resignation, the resigning Trustee may, at the expense of the County, petition the appropriate court having jurisdiction to appoint a successor Trustee. Any resignation or removal of a Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee.



**Section 8.03    Compensation and Indemnification of the Trustee.** The County shall from time to time, subject to any written agreement then in effect with the Trustee, pay the Trustee reasonable compensation for all its services rendered hereunder and reimburse the Trustee for all its advances and expenditures hereunder, including but not limited to payments, advances to and fees and expenses of accountants, agents, appraisers, consultants or other experts, and counsel not directly employed by the Trustee but an attorney or firm of attorneys retained by the Trustee, employed by it in the exercise and performance of its rights and obligations hereunder; *provided, however*, that the Trustee shall not have any lien for such compensation or reimbursement against any moneys held by it in any of the funds or accounts established hereunder or under the Facility Lease (except that such compensation or reimbursement may be made from the Costs of Issuance Fund to the extent provided in Section 3.03 hereof or as provided in Section 7.09 hereof). The Trustee may take whatever legal actions are lawfully available to it directly against the County or the Corporation. The rights of the Trustee hereunder are in addition to the rights granted to the Trustee pursuant to Section 9.03 of the Facility Lease.

Except as otherwise expressly provided herein, no provision of the Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers hereunder.

The County covenants and agrees to indemnify and save the Trustee and its officers, directors, agents and employees, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including the costs of expenses of defending against any claim of liability including, without limitation, any claim arising out of the use, presence, storage, disposal or release of any Hazardous Substances on or about the Leased Property, but excluding any and all losses, expenses and liabilities which are due to the negligence or intentional misconduct of the Trustee, its officers, directors, agents or employees. Such indemnity shall survive the discharge of the Trust Agreement or the resignation or removal of the Trustee.

**Section 8.04    Protection of the Trustee.** The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any affidavit, bond, certificate, consent, opinion, notice, request, requisition, resolution, direction, instruction, statement, telegram, voucher, waiver or other paper or document which it shall in good faith believe to be genuine and to have been adopted, executed or delivered by the proper party or pursuant to any of the provisions hereof, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to recognize any person as an Owner of any Certificate or to take any action at the request of any such person unless such Certificate shall be deposited with the Trustee or satisfactory evidence of the ownership of such Certificate shall be furnished to the Trustee. The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by the Trust Agreement at the request or direction of any of the Owners of the Certificates pursuant to the Trust Agreement, unless such Owners shall have offered to the Trustee security or indemnity reasonably satisfactory to the Trustee, against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction. The Trustee may consult with counsel, who may be counsel to the County or the Corporation, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect to any action taken or suffered by it hereunder in good faith in accordance therewith. If requested by the County, counsel to the Trustee shall be of recognized national standing in the field of law relating to municipal bonds.

The Trustee shall not be responsible for the sufficiency or adequacy of the Certificates, the Site Lease, the Facility Lease, or of the assignment made to it by the Assignment Agreement, or for statements made in the preliminary or final official statement relating to the Certificates, or of the title to or value of the Leased Property.

The Trustee shall not be required to take notice or be deemed to have notice of any default or Event of Default hereunder or an Event of Default under Section 7.01 hereof, except failure of any of the payments to be made to the Trustee required to be made hereunder unless the Trustee shall be specifically notified in writing of such default or Event of Default by the County, the Corporation or by the Owners of not less than 25% in aggregate principal amount represented by the Certificates then Outstanding.

Whenever in the administration of its rights and obligations hereunder the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the County, and such certificate shall be full warrant to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee may buy, sell, own, hold and deal in any of the Certificates and may join in any action which any Owner may be entitled to take with like effect as if the Trustee were not a party hereto. The Trustee, either as principal or agent, may also engage in or be interested in any financial or other transaction with the County or the Corporation, and may act as agent, depository or trustee for any committee or body of Owners or of owners of obligations of the Corporation or the County as freely as if it were not the Trustee hereunder.

The Trustee may, to the extent reasonably necessary, execute any of the trusts or powers hereof and perform any rights and obligations required of it hereunder by or through agents, attorneys or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its rights and obligations hereunder, and the Trustee shall not be answerable for the default or misconduct of any such agent, attorney or receiver selected by it with reasonable care. The Trustee shall not be liable for any error of judgment made by it in good faith unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

The Trustee shall not be answerable for the exercise of any trusts or powers hereunder or for anything whatsoever in connection with the funds established hereunder, except only for its own willful misconduct or negligence.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners of not less than a majority (or other percentage provided for herein) in aggregate principal amount represented by the Certificates at the time Outstanding relating to the exercise of any right or remedy available to the Trustee hereunder.

The Trustee makes no representation or warranty, express or implied as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the County of the Leased Property. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Facility Lease, the Site Lease or the Trust Agreement for the existence, furnishing or use of the Leased Property.

Every provision of the Trust Agreement, the Site Lease, the Facility Lease and the Assignment Agreement relating to the conduct or liability of the Trustee shall be subject to the provisions of the Trust Agreement, including without limitation, this Article VIII.

In acting as Trustee hereunder, the Trustee acts solely in its capacity as Trustee for the Owners and not in its individual or personal capacity, and all persons, including without limitation, the Owners, the

County and the Corporation, having any claim against the Trustee shall look only to the funds and accounts held by the Trustee hereunder for payment, except as otherwise specifically provided herein. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Certificates.

The recitals of facts, covenants and agreements herein and in the Certificates shall be taken as statements, covenants and agreements of the County or the Corporation, as the case may be, and the Trustee assumes no responsibility for the correctness of the same.

## ARTICLE IX

### AMENDMENT OF OR SUPPLEMENT TO TRUST AGREEMENT

**Section 9.01 Amendment or Supplement.** The Trust Agreement and the rights and obligations of the County, the Corporation, the Owners and the Trustee hereunder may be amended or supplemented at any time by an amendment hereof or supplement hereto which shall become binding when the written consents of the Owners of a majority in aggregate principal amount represented by the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 9.02 hereof, are filed with the Trustee. No such amendment or supplement shall (1) extend the Principal Payment Date of any Certificate or reduce the rate of interest represented thereby or extend the time of payment of such interest or reduce the amount of principal represented thereby without the prior written consent of the Owner of each Certificate so affected, or (2) reduce the percentage of Owners whose consent is required for the execution of any amendment hereof or supplement hereto without the prior written consent of the Owners of all Certificates then Outstanding, or (3) modify any of the rights or obligations of the Trustee without its prior written consent thereto, or (4) amend this Section 9.01 without the prior written consent of the Owners of all Certificates then Outstanding.

The Trust Agreement and the rights and obligations of the County, the Corporation, the Owners and the Trustee hereunder may also be amended or supplemented at any time by an amendment hereof or supplement hereto which shall become binding upon execution, but without the written consents of any Owners, but only to the extent permitted by law and after receipt of an unqualified approving Opinion of Counsel and only for any one or more of the following purposes:

- (a) to add to the agreements, conditions, covenants and terms required to be observed or performed herein by the County or the Corporation, or to surrender any right or power reserved herein to or conferred herein on the County or the Corporation, and which in either case shall not materially adversely affect the interests of the Owners; or
- (b) to provide for additional or substitute Leased Property as may be requested from time to time by the County in accordance with the Facility Lease; or
- (c) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder which the County or the Corporation may deem desirable or necessary and not inconsistent herewith, and which shall not materially adversely affect the interests of the Owners; or
- (d) for any other reason, *provided* such amendment or supplement does not materially adversely affect the interests of the Owners, *provided further* that the County, the Corporation and the Trustee may rely in entering into any such amendment or supplement upon an Opinion of

Counsel stating that the requirements of this subsection (d) have been met with respect to such amendment or supplement.

**Section 9.02 Disqualified Certificates.** Certificates actually known by the Trustee to be owned or held by or for the account of the County (but excluding Certificates held in any pension or retirement fund of the County) shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Certificates provided in this Article, and shall not be entitled to consent to or take any other action provided in this Article, and the Trustee may adopt appropriate regulations to require each Owner, before their consent provided for herein shall be deemed effective, to reveal if the Certificates as to which such consent is given are disqualified as provided in this Section.

**Section 9.03 Endorsement or Replacement of Certificates After Amendment or Supplement.** After the effective date of any action taken as hereinabove provided in this Article IX, the Trustee may determine that the Certificates may bear a notation by endorsement in form approved by the Trustee as to such action, and in that case upon demand of the Owner of any Outstanding Certificates and presentation of such Certificates for such purpose at the Principal Corporate Trust Office of the Trustee a suitable notation as to such action shall be made on such Certificates. If the Trustee shall receive an Opinion of Counsel advising that new Certificates modified to conform to such action are necessary, modified Certificates shall be prepared, and in that case upon demand of the Owner of any Outstanding Certificates such new Certificates shall be exchanged at the Principal Corporate Trust Office of the Trustee, without cost to each Owner for Certificates then Outstanding upon surrender of such Outstanding Certificates.

**Section 9.04 Amendment by Mutual Consent.** The provisions of this Article shall not prevent any Owner from accepting any amendment as to the particular Certificates owned by it, *provided* that due notation thereof is made on such Certificates.

**Section 9.05 Opinion of Counsel.** In executing any amendment or supplement hereto, the Trustee may conclusively rely upon an Opinion of Counsel to the effect that all conditions precedent for the execution of an amendment or supplement to the Trust Agreement have been satisfied.

## ARTICLE X

### DEFEASANCE

**Section 10.01 Discharge of Certificates and Trust Agreement.** (a) If the Trustee shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Certificates the interest and principal represented thereby at the times and in the manner stipulated herein and therein, then such Owners shall cease to be entitled to the pledge, grant, lien on, and security interest in all right, title and interest of the amounts held in the funds and accounts established hereunder, including the Base Rental Payment Fund, as provided herein, and all agreements and covenants of the County, the Corporation and the Trustee to such Owners hereunder shall thereupon cease, terminate and become void and shall be discharged and satisfied.

(b) [Any Outstanding Certificates shall, prior to the maturity or prepayment date thereof, be deemed to have been paid within the meaning and with the effect expressed in this Section 10.01 if (i) in case said Certificates are to be prepaid on any date prior to their maturity, the County shall have given to the Trustee in form satisfactory to the Trustee irrevocable instructions to mail, in accordance with the provisions of Article IV of this Trust Agreement, notice of prepayment of such Certificates on said prepayment date, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities which are not callable or subject to prepayment prior to their respective maturity dates, the principal of and the interest on which when due, and without any reinvestment

thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Trustee at the same time, shall be sufficient (as verified by a report of an independent certified public accountant or other independent financial consultant), to pay when due the principal or prepayment price (if applicable) of, and interest due and to become due on, said Certificates on and prior to the prepayment date or maturity date thereof, as the case may be, and (iii) in the event any of said Certificates are not to be prepaid within the next succeeding 60 days, the County shall have given the Trustee in form satisfactory to the Trustee irrevocable instructions to mail, as soon as practicable in the same manner as a notice of prepayment is mailed pursuant to Article IV of the Trust Agreement, a notice to the Owners of such Certificates and to the securities depositories and information services specified in Section 4.02 hereof that the deposit required by (ii) above has been made with the Trustee and that said Certificates are deemed to have been paid in accordance with this Section 10.01(b) and stating such maturity or prepayment dates upon which moneys are to be available for the payment of the principal or prepayment price (if applicable) of said Certificates. Neither the securities nor moneys deposited with the Trustee pursuant to this Section 10.01(b) nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or prepayment price (if applicable) of, and interest on or evidenced by said Certificates; *provided* that Defeasance Securities deposited with the Trustee pursuant to this Section 10.01(b) may be sold upon the written request of the County and the proceeds concurrently reinvested in other Defeasance Securities which satisfy the conditions of (ii) above provided that the Trustee receives an Opinion of Counsel to the effect that such sale and reinvestment does not adversely affect the exclusion of interest evidenced by the Certificates from federal income taxes, and *provided further* that any cash received from such principal or interest payments on such obligations deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, and at the direction of the County, be reinvested in Defeasance Securities maturing at times and in amounts, together with the other moneys and payments with respect to securities then held by the Trustee pursuant to this Section, sufficient to pay when due the principal or prepayment price (if applicable) of, and interest to become due with respect to said Certificates on and prior to such prepayment date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall, upon receipt by the Trustee of a Written Request of the County, be paid over to the County, as received by the Trustee, free and clear of any trust, lien or pledge. Nothing in this Section 10.01(b) shall preclude prepayments pursuant to Section 4.01 hereof.]

Any release under this Section 10.01(b) shall be without prejudice to the right of the Trustee to be paid reasonable compensation for all services rendered by it under the Trust Agreement and all its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees, incurred on and about the administration of trusts by the Trust Agreement created and the performance of its powers and duties under the Trust Agreement; *provided however*, that the Trustee shall have no right, title or interest in, or lien on, any moneys or securities deposited pursuant to this Article X.

(c) After the payment or deemed payment of all the interest and principal represented by all Outstanding Certificates as provided in this Section, the Trustee shall execute and deliver to the Corporation and the County all such instruments as may be necessary or desirable to evidence the discharge and satisfaction of the Trust Agreement, and the Trustee shall pay over or deliver to the County all moneys or securities held by it pursuant hereto which are not required for the payment of the interest and principal represented by such Certificates. Notwithstanding the discharge and satisfaction of the Trust Agreement, Owners of Certificates shall thereafter be entitled to payments due under the Certificates pursuant to the Facility Lease, but only from amounts deposited pursuant to Section 10.01(a) hereof and from no other source.

**Section 10.02 Unclaimed Moneys.** Anything contained herein to the contrary notwithstanding, any moneys held by the Trustee in trust for the payment and discharge of the interest or principal and premium, if any, represented by any of the Certificates which remain unclaimed for two years after the date when the payments represented by such Certificates have become payable, if such moneys were held by

the Trustee at such date, or for two years after the date of deposit of such moneys if deposited with the Trustee after the date when the interest and principal and premium, if any, represented by such Certificates have become payable, shall be repaid by the Trustee to the County as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the County for the payment of the interest and principal and premium, if any, represented by such Certificates; *provided, however*, that before being required to make any such payment to the County, the Trustee shall mail a notice to the Owner that such unclaimed funds shall be returned to the County within 30 days.

## ARTICLE XI

### MISCELLANEOUS

**Section 11.01 Benefits of Trust Agreement Limited to Parties.** Nothing contained herein, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity other than the County, the Corporation, the Trustee and the Owners, any right, remedy or claim under or by reason of the Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in the Trust Agreement contained by and on behalf of the County or the Corporation shall be for the sole and exclusive benefit of the County, the Corporation, the Trustee and the Owners.

**Section 11.02 Successor Deemed Included in all References to Predecessor.** Whenever any of the County, the Corporation, or the Trustee or any officer thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the County, the Corporation, or the Trustee or such officer, and all agreements, conditions, covenants and terms required hereby to be observed or performed by or on behalf of the County, the Corporation, or the Trustee or any officer thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

**Section 11.03 Execution of Documents by Owners.** Any declaration, request or other instrument which is permitted or required herein to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or their attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to them the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer, or by such other proof as the Trustee may accept which it may deem sufficient.

The ownership of any Certificate and the amount, payment date, number and date of owning the same may be proved by the books required to be kept by the Trustee pursuant to the provisions of Section 2.08 hereof.

Any declaration, consent, request or other instrument in writing of the Owner of any Certificate shall bind all future Owners of such Certificate with respect to anything done or suffered to be done by the County, the Corporation or the Trustee in good faith and in accordance therewith.

**Section 11.04 Waiver of Personal Liability.** Notwithstanding anything contained herein to the contrary, no member, officer, employee or agent of the County, the Corporation or the Trustee shall be individually or personally liable for the payment of any moneys, including without limitation, the interest

or principal represented by the Certificates, but nothing contained herein shall relieve any member, officer, employee or agent of the County from the performance of any official duty provided by any applicable provisions of law or by the Site Lease, the Facility Lease or the Trust Agreement.

**Section 11.05 Acquisition of Certificates by County.** All Certificates acquired by the County, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation.

**Section 11.06 Content of Certificates.** Every Certificate of the County or Corporation with respect to compliance with any agreement, condition, covenant or term contained herein shall include (a) a statement that the person or persons making or giving such certificate have read such agreement, condition, covenant or term and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or term has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or term has been complied with.

Any Certificate of the County or the Corporation may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person making or giving such certificate knows that the Opinion of Counsel with respect to the matters upon which their certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters, upon information with respect to which is in the possession of the County upon a representation by an officer or officers of the County, unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which their opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

**Section 11.07 Funds.** Any fund required to be established and maintained herein by the County or the Trustee may be established and maintained in the accounting records of the County or the Trustee either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such funds shall at all times be maintained in accordance with sound accounting practice and with due regard for the protection of the security of the Certificates then Outstanding and the rights of the Owners. The Trustee may establish such funds and accounts as it deems necessary to perform its obligations hereunder.

The County and the Trustee may commingle any of the moneys held by it hereunder for investment purposes only; *provided, however*, that the County and the Trustee shall account separately for the moneys in each fund or account established pursuant to the Trust Agreement.

**Section 11.08 Investments.** Any moneys held by the Trustee in the funds and accounts established hereunder shall be invested by the Trustee upon the written request of the County Treasurer or the Chief Investment Officer of the County only in Permitted Investments. In the absence of such direction, moneys shall be invested by the Trustee solely in Permitted Investments set forth in clause (6) of the definition thereof; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a Written Request of the County specifying a specific money market fund that satisfies the requirements of said paragraph in which such investment is to be made and, if no such Written Request of the County is so received, the Trustee shall hold such moneys uninvested. Subject to the provisions of Section 6.09 hereof, any interest or profits received with respect to investments held in any of the funds or accounts established hereunder

(other than the Excess Earnings Account) shall be transferred and deposited into the Investment Earnings Account.

Investments (except investment agreements) in any fund or account established hereunder shall be valued, exclusive of accrued interest not less often than annually nor more often than monthly. All investments of amounts deposited in any fund or account established hereunder shall be valued at the market value thereof. For purposes of determining the amount on deposit in any fund or account hereunder, all investments shall be valued annually at the amortized cost thereof (exclusive of accrued but unpaid interest, but inclusive of commissions). Any Permitted Investments that are registrable securities shall be registered in the name of the Trustee, as trustee hereunder.

The Trustee shall not be liable or responsible for any loss suffered in connection with any such investment made by it under the terms of and in accordance with this Section. The Trustee shall sell or present for prepayment any obligations so purchased whenever it shall be necessary in order to provide moneys to meet any payment of the funds so invested, and the Trustee shall not be liable or responsible for any losses resulting from any such investment sold or presented for prepayment.

The Trustee may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate. The Trustee or any of its affiliates may act as sponsor, advisor or manage in connection with any investments made by the Trustee hereunder. The Trustee or an affiliate thereof may act as principal or agent in the acquisition or disposition of any such Permitted Investment and shall be entitled to a customary and reasonable fee therefor.

The County or the Corporation acknowledges that to the extent that regulations of the Comptroller of the Currency grant the County or the Corporation the right to receive brokerage confirmations of security transactions as they occur, at no additional cost, to the extent permitted by law, the County or the Corporation specifically waives receipt of such confirmations. The Trustee shall furnish the County or the Corporation periodic transaction statements that include detail for all investment transactions made by the Trustee hereunder.

**Section 11.09 Partial Invalidity.** If any one or more of the agreements, conditions, covenants or terms required herein to be observed or performed by or on the part of the County, the Corporation or the Trustee shall be contrary to law, then such agreement or agreements, such condition or conditions, such covenant or covenants or such term or terms shall be null and void to the extent contrary to law and shall be deemed separable from the remaining agreements, conditions, covenants and terms hereof and shall in no way affect the validity hereof or of the Certificates, and the Owners shall retain all the benefit, protection and security afforded to them under any applicable provisions of law. The County, the Corporation and the Trustee hereby declare that they would have executed the Trust Agreement, and each and every other Article, Section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the execution and delivery of the Certificates pursuant hereto irrespective of the fact that any one or more Articles, Sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

**Section 11.10 California Law.** The Trust Agreement shall be construed and governed in accordance with the laws of the State of California.

**Section 11.11 Notices; Special Notices to Rating Agencies.** (a) All written notices to be given hereunder shall be given by first-class mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:



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

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram, e-mail or telecopier, upon the sender's receipt of an appropriate answer back or other written acknowledgement or confirmation of receipt of the entire notice, approval, demand, report or other communication, (c) if given by first class or registered or certified mail, return receipt requested, deposited the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section 11.11.

(b) The County shall cause to be given to Fitch, Moody's and S&P notice of any substitution of the Trustee, any material change in the Trust Agreement or the Facility Lease, or prepayment or defeasance of all of the Outstanding Certificates.

**Section 11.12 Effective Date.** The Trust Agreement shall become effective upon its execution and delivery.

**Section 11.13 Execution in Counterparts.** The Trust Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Section 11.14 Electronic Signature.** Each of the parties hereto agrees that the transaction consisting of this Trust Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent (i) that, by signing this Trust Agreement using an electronic signature, it is signing, adopting and accepting this Trust Agreement, and (ii) that signing this Trust Agreement using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this Trust Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Trust Agreement in a usable format.

**IN WITNESS WHEREOF**, the parties hereto have executed and attested the Trust Agreement by their officers thereunto duly authorized as of the day and year first written above.

**ZIONS BANCORPORATION, NATIONAL  
ASSOCIATION, as Trustee**

By: \_\_\_\_\_  
Daren DiNicola,  
Vice President,  
Zions Bank Division

**COUNTY OF SAN DIEGO**

By: \_\_\_\_\_  
Chief Financial Officer

**ATTEST:**

\_\_\_\_\_  
Debt Finance Manager

**SAN DIEGO COUNTY CAPITAL ASSET  
LEASING CORPORATION**

By: \_\_\_\_\_  
Chair of the Board of Directors

**ATTEST:**

\_\_\_\_\_  
Assistant Secretary

**APPROVED AS TO FORM:**

**CLAUDIA G. SILVA**  
**County Counsel and Corporation General Counsel**

By: \_\_\_\_\_  
Walter J. de Lorrell III  
Chief Deputy County Counsel

## **EXHIBIT A**

### **DESCRIPTION OF LEASED PROPERTY**

The Leased Property initially consists of the \_\_\_\_\_ situated in the County of San Diego, State of California, described as follows:

**EXHIBIT B**

**FORM OF SERIES 2025 CERTIFICATE OF PARTICIPATION**

**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA**

**No. R-\_\_**

**\$\_\_\_\_\_**

**COUNTY OF SAN DIEGO  
CERTIFICATES OF PARTICIPATION, SERIES 2025  
(COUNTY OPERATIONS CENTER)**

**Evidencing and Representing a Proportionate  
Undivided Interest of the Owner Hereof  
In Base Rental Payments to be Made  
by the**

**COUNTY OF SAN DIEGO, CALIFORNIA  
to  
SAN DIEGO COUNTY CAPITAL ASSET LEASING CORPORATION**

**Under and Pursuant to  
the Facility Lease, executed and entered into as of July 1, 2025**

<b>INTEREST RATE</b>	<b>PRINCIPAL PAYMENT DATE</b>	<b>DATED</b>	<b>CUSIP</b>
%	October 1, 20__	July__, 2025	__

**REGISTERED OWNER: CEDE & CO.**

**PRINCIPAL SUM: \_\_\_\_\_**

THIS IS TO CERTIFY that the registered owner identified above of this Certificate of Participation (this "Certificate") is the owner of a proportionate, undivided interest in the right to receive the Base Rental Payments under and pursuant to that certain Facility Lease (the "Facility Lease"), executed and entered into as of July 1, 2025, by and between the San Diego County Capital Asset Leasing Corporation (the "Corporation") a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California, and the County of San Diego (the "County"), a municipal corporation duly organized and existing under its charter and the Constitution and laws of the State of California, all of which rights to receive such Base Rental Payments have been assigned without recourse by the Corporation to Zions Bancorporation, National Association, at its principal corporate trust office in Los Angeles, as trustee (the "Trustee"), acting in its capacity as such under the Trust Agreement (the "Trust Agreement") dated as of July 1, 2025, by and among the Trustee, the County and the Corporation, or any successor as therein provided. Copies of the Trust Agreement are on file at the office of the Trustee in Los Angeles, California, and reference is hereby made to the Trust Agreement and to any and all amendments thereof and supplements thereto for a description of the agreements, conditions, covenants and terms securing the Certificates, for the nature, extent and manner of enforcement of such agreements, conditions, covenants and terms, for the rights and remedies of the registered owners of the Certificates with respect thereto and

for the other agreements, conditions, covenants and terms upon which the Certificates are executed and delivered thereunder. Unless the context otherwise requires, capitalized terms not defined herein shall have the meanings ascribed to them in the Trust Agreement.

This Certificate represents interest at the rate per annum specified above from the Interest Payment Date (as defined below) to which interest has been paid or duly provided for next preceding its date of execution, unless such date of execution shall be (i) prior to the close of business on September 15, 2025, in which case such Certificate shall represent interest from its date of delivery, (ii) subsequent to a Record Date but before the related Interest Payment Date, in which case such Certificate shall represent interest from such Interest Payment Date, or (iii) an Interest Payment Date to which interest has been paid in full or duly provided for, in which case such Certificate shall represent interest from such date of execution; *provided, however*, that if, as shown by the records of the Trustee, interest shall be in default, each Certificate shall represent interest from the last Interest Payment Date to which such interest has been paid in full or duly provided for. The term "Interest Payment Date" means October 1, 2025 and each April 1 and October 1 thereafter. The term "Record Date" means the close of business on the 15th day of the month preceding any Interest Payment Date, whether or not such day is a Business Day.

Except as otherwise provided in the Representation Letter, the interest represented by the Certificates shall be payable on each Interest Payment Date by check sent by first class mail by the Trustee to the respective Owners of the 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 provisions of the Trust Agreement. Payments of defaulted interest with respect to any 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 shall be mailed to the Owner of the Certificate not less than ten days prior thereto.

The Owner of \$1,000,000 or more in aggregate principal amount represented by the Certificates may request in writing that the Trustee pay the interest represented by such Certificates by wire transfer to an account in the United States of America and the Trustee shall comply with such request for all Interest Payment Dates following the 15th day after receipt of such request.

Interest with respect to the Certificates shall be computed on the basis of a 360-day year of twelve 30-day months.

This Certificate is one of the duly authorized certificates of participation entitled "County of San Diego Refunding Certificates of Participation, Series 2025 (County Operations Center)," evidencing aggregate principal in the amount of \$\_\_\_\_\_ which have been executed by the Trustee under and pursuant to the Trust Agreement. All of the Certificates described above have an equal proportionate, undivided interest in the right to receive the Base Rental Payments under and pursuant to the Facility Lease.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended or supplemented by the parties thereto, in some instances without the consent of the registered owners of Certificates. No such amendment or supplement shall (1) extend the Principal Payment Date of any Certificates or reduce the rate of interest represented thereby or extend the time of payment of such interest or reduce the amount of principal represented thereby without the prior written consent of the registered owner of each Certificates so affected, or (2) reduce the percentage of registered owners whose consent is required for the execution of any amendment hereof or supplement hereto without the prior written consent of the registered owners of all Certificates then Outstanding, or (3) modify any of the rights or obligations of the Trustee without its prior written consent thereto, or (4) amend the amendment provisions of the Trust Agreement without the prior written consent of the registered owners of all Certificates then Outstanding.

The Certificates are authorized to be executed and delivered in the form of fully registered Certificates without coupons, in denominations of five thousand dollars (\$5,000) or any integral multiple thereof (each, an “Authorized Denomination”).

This Certificate is transferable by the Owner hereof, in person or by their attorney duly authorized in writing, at the office of the Trustee in Los Angeles, California, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement; and upon surrender of this Certificate for cancellation, accompanied by delivery of a duly executed written instrument of transfer, a new Certificate or Certificates of Authorized Denominations of the same Principal Payment Date equal to the principal amount hereof will be executed and delivered by the Trustee to the Owner thereof in exchange or transfer herefor. The Trustee shall not be required to transfer or exchange any Certificate during any period in which it is selecting Certificates for prepayment, nor shall the Trustee be required to transfer or exchange any Certificate or portion thereof selected for prepayment from and after the date of mailing the notice of prepayment. The Trustee may treat the Owner hereof as the absolute owner hereof for all purposes, whether or not this Certificate shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal and prepayment premium, if any, evidenced and represented by this Certificate shall be made only to such Owner as above provided, which payments shall be valid and effectual to satisfy and discharge the liability evidenced and represented by this Certificate to the extent of the sum or sums so paid.

This Certificate is subject to extraordinary prepayment as described in the Trust Agreement.

As provided in the Trust Agreement, notice of prepayment hereof or of any part hereof shall be mailed, first class postage prepaid, not less than 30 nor more than 60 days before the prepayment date, to the Owner of this Certificate at their address as it appears in the registration books maintained by the Trustee and to those securities depositories and securities information services specified in the Trust Agreement, but neither failure to receive any such notice nor any defect contained therein shall affect the validity of the proceedings for the prepayment of this Certificate. If this Certificate is called for prepayment and payment is duly provided therefor as specified in the Trust Agreement, the interest represented hereby shall cease to accrue from and after the designated prepayment date.

The Certificates each evidence and represent a proportionate, undivided interest in the Base Rental Payments and enjoy the benefits of a security interest in the money held in the funds established pursuant to the Trust Agreement (other than the Excess Earnings Account), subject to the provisions of the Trust Agreement permitting the disbursement thereof for or to the purposes and on the conditions and terms set forth therein.

The obligation of the County to pay Base Rental Payments does not constitute an indebtedness 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 does not constitute an indebtedness of the County, the State of California, or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the County to make the Base Rental Payments is subject to abatement during any period in which, by reason of material damage, destruction or title defect, there is substantial interference with the use and occupancy of the Leased Property or portions thereof or if the Leased Property or portions thereof are taken under the power of eminent domain, all as more particularly provided in the Facility Lease to which reference is hereby made.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trustee for registration of transfer, exchange, or payment, and any certificate executed and delivered is registered in the name of Cede & Co. or in such

other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof Cede & Co., has an interest herein.

The Trustee has no obligation or liability to the registered owners of the Certificates for the payment of the interest or principal or prepayment premiums, if any, evidenced and represented by the Certificates; but rather the Trustee's sole obligation is to administer, for the benefit of the County, the Corporation and the registered owners of the Certificates, the various funds and accounts established under the Trust Agreement. The Corporation has no obligation or liability whatsoever to the registered owners of the Certificates.

The Trust Agreement provides that the occurrences of certain events constitute Events of Default. As provided in and subject to the provisions of the Trust Agreement, the Trustee or the Owners of not less than a majority in aggregate principal amount represented by the Certificates at the time Outstanding shall be entitled to take whatever action at law or in equity may appear necessary or desirable to enforce its rights as assignee.

**IN WITNESS WHEREOF**, this Certificate has been executed by the manual signature of an authorized officer of the Trustee acting pursuant to the Trust Agreement.

Date: \_\_\_\_\_, 2025

**ZIONS BANCORPORATION, NATIONAL  
ASSOCIATION, as Trustee**

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



### FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_ the within Certificate and do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer such Certificate on the register of the Trustee, with full power of substitution in the premises.

Dated: \_\_\_\_\_

SIGNATURE GUARANTEED BY:

\_\_\_\_\_

\_\_\_\_\_

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification  
Number or other identifying number of  
Assignee: \_\_\_\_\_

**EXHIBIT C**  
**FORM OF REQUISITION FOR FUNDS FROM**  
**THE ADMINISTRATIVE EXPENSE FUND OR COSTS OF ISSUANCE FUND**

The County of San Diego, a political subdivision duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "County"), hereby states and certifies:

(a) that the undersigned is the duly appointed, qualified and acting [Chief Financial Officer] of the County, and as such, is authorized and qualified to certify the same;

(b) that, pursuant to the Trust Agreement, dated as of July 1, 2025 (the "Trust Agreement"), by and among Zions Bancorporation, National Association, as trustee, (the "Trustee"), the County and the Corporation, the Trustee is hereby requested to disburse from the [Administrative Expense Fund][Costs of Issuance Fund] established pursuant to Section [3.04][3.03] of the Trust Agreement, to the payees set forth on Exhibit A attached hereto and by this reference incorporated herein, the amount set forth on Exhibit A opposite each such payee, for payment of such costs incurred for the purposes identified on said Exhibit A;

(c) that each obligation has been properly incurred and is a proper charge against the [Administrative Expense Fund][Costs of Issuance Fund] and has not been the basis of any previous disbursement; and

(d) that a statement or invoice for each amount requested hereunder is attached hereto.

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

Dated: \_\_\_\_\_

**COUNTY OF SAN DIEGO**

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

**EXHIBIT A**

<b>Payee</b>	<b>Purpose</b>	<b>Amount</b>
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