



AGENDA

MONO COUNTY ECONOMIC DEVELOPMENT CORPORATION

STATE OF CALIFORNIA

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

November 13, 2018

TELECONFERENCE LOCATIONS:

Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; and,
726 Ouray Ave, Grand Junction, Colorado, 81501

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board at (760) 932-5533. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at www.monocounty.ca.gov. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

2:00 PM Call meeting to Order

Pledge of Allegiance

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

2. AGENDA ITEMS

A. Board Minutes

Departments: Clerk of the Board

Approval of the minutes of the October 10, 2017 Economic Development Corporation meeting.

Recommended Action: Approve the minutes of the October 10, 2017 Economic Development Corporation meeting.

Fiscal Impact: None.

B. Financial Statements of the Mono County Economic Development Corporation

Departments: Finance

15 minutes (10 minute presentation, 5 minute discussion)

(Janet Dutcher) - Presentation of the Financial Statements of the Mono County Economic Development Corporation for the year ended June 30, 2018, with comparative financial information from previous years, followed by discussion.

Recommended Action: Hear brief presentation of the Corporation's financial statements and provide feedback and direction to staff, if desired.

Fiscal Impact: None.

C. Mono County Certificates of Participation 2018 Series A (Mono County Civic Center)

1 hour (20 minute presentation, 40 minute discussion)

(Janet Dutcher, Leslie Chapman, Stacey Simon) - Proposed resolution R18-____, authorizing the execution of certain lease financing documents with respect to the issuance and sale of tax-exempt Certificates of Participation (COP) 2018 Series A in an aggregate amount not to exceed \$24 million to finance the construction of the Mono County Civic Center; and authorizing execution of necessary documents, certificates and related actions.

Recommended Action: Adopt proposed resolution R18-____, Authorizing the execution of certain lease financing documents with respect to the issuance and sale of tax-exempt Certificates of Participation (COP) 2018 Series A in an aggregate amount not to exceed \$24 million to finance the construction of the Mono County Civic Center; and authorizing execution of necessary documents, and certificates and related actions.

Fiscal Impact: This transaction will deposit at least \$20.5 million of debt proceeds into the project fund, after deduction for the cost of issuance and capitalized interest. Average fiscal year debt service is estimated at \$1.3 million, beginning August 1, 2020 through August 1, 2048.

ADJOURN



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

ECONOMIC DEVELOPMENT AGENDA REQUEST

Print

MEETING DATE November 13, 2018

DEPARTMENT

**ADDITIONAL
DEPARTMENTS**

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Board Minutes

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approval of the minutes of the October 10, 2017 Economic Development Corporation meeting.

RECOMMENDED ACTION:

Approve the minutes of the October 10, 2017 Economic Development Corporation meeting.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> 10-10-17 Minutes</p>

History

Time	Who	Approval
11/8/2018 7:09 AM	County Administrative Office	Yes

11/6/2018 11:16 AM

County Counsel

Yes

11/6/2018 3:25 PM

Finance

Yes



**MEETING MINUTES
MONO COUNTY ECONOMIC DEVELOPMENT CORPORATION
STATE OF CALIFORNIA**

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA
93517

**Annual Meeting
October 10, 2017**

2:32 PM Meeting called to order by Chair Corless.

Pledge of Allegiance led by Chair Corless.

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. AGENDA ITEMS

A. Overview of Mono County Economic Development Corporation

(Stacey Simon) - Presentation by County Counsel regarding the Mono County Economic Development Corporation.

Action: None (informational only). Provide any desired direction to staff.

Stacey Simon, County Counsel:

- Introduced / reintroduced the Board to the Mono County Economic Development Corporation.

B. Board Minutes

Approval of Board minutes from Annual Meeting.

Action: Approve minutes from the Meeting of Mono County Economic Development Corporation on October 16, 2012.

Gardner moved; Stump seconded

Vote: 4 yes; 0 no; 1 absent: Johnston

M17-01

Supervisor Corless:

- Asked if everyone was able to listen to the audio in order to approve the minutes.
- The minutes were also included in the packet, so everyone was able to read them.

C. Financial Statements of the Mono County Economic Development Corporation

(Janet Dutcher) - Presentation of the Financial Statements of the Mono County Economic Development Corporation for the years ended June 30, 2014, 2015, 2016 and 2017, followed by discussion.

Action: Hear brief presentation of the Corporation's financial statements and provide feedback and direction to staff, if desired.

Janet Dutcher, Finance Director:

- Went through presentation.

ADJOURNED AT 2:52 PM

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

**SCHEEREN DEDMAN
SENIOR DEPUTY CLERK**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

ECONOMIC DEVELOPMENT AGENDA REQUEST

Print

MEETING DATE	November 13, 2018	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes (10 minute presentation, 5 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Janet Dutcher
SUBJECT	Financial Statements of the Mono County Economic Development Corporation		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Presentation of the Financial Statements of the Mono County Economic Development Corporation for the year ended June 30, 2018, with comparative financial information from previous years, followed by discussion.

RECOMMENDED ACTION:

Hear brief presentation of the Corporation's financial statements and provide feedback and direction to staff, if desired.

FISCAL IMPACT:

None.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 760-932-5494 / jdutcher@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
EDC Financial Statements 2015 - 2018

History

Time	Who	Approval
11/8/2018 7:12 AM	County Administrative Office	Yes
11/8/2018 11:30 AM	County Counsel	Yes
11/8/2018 3:16 PM	Finance	Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

*Stephanie M. Butters
Assistant Finance Director
Auditor-Controller*

*Janet Dutcher, CPA, CGFM
Director of Finance*

*P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491*

Date: November 13, 2018

To: Board of Directors

From: Janet Dutcher, Finance Director and Chief Financial Officer of the Economic Development Corporation

Subject: Presentation of the Financial Statements of the Mono County Economic Development Corporation for the years ended June 30, 2015 through 2018.

Action Requested:

Hear brief presentation of the Corporation's financial statements and provide feedback and direction to staff, if desired.

Discussion:

Finance compiled the attached annual financial statements of the Mono County Economic Development Corporation as of and for the years ended June 30, 2015 through 2018. The financial statements were prepared using the accounting records of the Corporation and has not been audited. Staff will present a brief summary of the Corporation's annual financial statements, including financial highlights from the statements. Your Board will have the opportunity to engage in discussion, ask questions and request a more in-depth presentation on any elements of the financial report.

Fiscal Impact:

None.

COUNTY OF MONO ECONOMIC DEVELOPMENT CORPORATION

Statement of Net Position

As of June 30

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
ASSETS				
Current Assets:				
Current portion of gross lease payments receivable	\$ 327,024	\$ 326,518	\$ 330,438	\$ 328,680
Current portion of unearned lease interest income	<u>(112,424)</u>	<u>(103,218)</u>	<u>(93,638)</u>	<u>(83,480)</u>
Total current assets	<u>214,600</u>	<u>223,300</u>	<u>236,800</u>	<u>245,200</u>
Noncurrent Assets:				
Gross lease payments receivable, net of current portion	2,950,680	2,624,162	2,293,724	1,965,045
Unearned lease interest income, net of current portion	<u>(544,680)</u>	<u>(441,462)</u>	<u>(347,824)</u>	<u>(264,345)</u>
Total noncurrent assets	<u>2,406,000</u>	<u>2,182,700</u>	<u>1,945,900</u>	<u>1,700,700</u>
TOTAL ASSETS	<u><u>\$ 2,620,600</u></u>	<u><u>\$ 2,406,000</u></u>	<u><u>\$ 2,182,700</u></u>	<u><u>\$ 1,945,900</u></u>
LIABILITIES				
Current Liabilities:				
Current portion of Certificates of Participation payable	\$ 214,600	\$ 223,300	\$ 236,800	\$ 245,200
Noncurrent Liabilities:				
Certificates of Participation payable, net of current portion	<u>2,406,000</u>	<u>2,182,700</u>	<u>1,945,900</u>	<u>1,700,700</u>
TOTAL LIABILITIES	<u>2,620,600</u>	<u>2,406,000</u>	<u>2,182,700</u>	<u>1,945,900</u>
NET POSITION				
Unrestricted	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL NET POSITION	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL LIABILITIES AND NET POSITION	<u><u>\$ 2,620,600</u></u>	<u><u>\$ 2,406,000</u></u>	<u><u>\$ 2,182,700</u></u>	<u><u>\$ 1,945,900</u></u>

UNAUDITED

COUNTY OF MONO ECONOMIC DEVELOPMENT CORPORATION

Statement of Revenues, Expenses, and Changes in Net Position

For the Year Ended June 30

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
NONOPERATING REVENUES				
Lease interest	\$ 121,200	\$ 112,424	\$ 103,218	\$ 93,638
NONOPERATING EXPENSES				
Interest	<u>121,200</u>	<u>112,424</u>	<u>103,218</u>	<u>93,638</u>
CHANGE IN NET POSITION	-	-	-	-
Net Position, beginning of the year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET POSITION, END OF THE YEAR	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

UNAUDITED

COUNTY OF MONO ECONOMIC DEVELOPMENT CORPORATION

Statement of Cash Flows

For the Year Ended June 30

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Lease payments received	\$ 325,800	\$ 327,024	\$ 326,518	\$ 330,438
Principal payments on Certificates of Participation	(204,600)	(214,600)	(223,300)	(236,800)
Interest paid	<u>(121,200)</u>	<u>(112,424)</u>	<u>(103,218)</u>	<u>(93,638)</u>
 INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	 -	 -	 -	 -
 Cash and cash equivalents, beginning of the year	 <u>-</u>	 <u>-</u>	 <u>-</u>	 <u>-</u>
 CASH AND CASH EQUIVALENTS, END OF THE YEAR	 <u><u>\$ -</u></u>	 <u><u>\$ -</u></u>	 <u><u>\$ -</u></u>	 <u><u>\$ -</u></u>

UNAUDITED

COUNTY OF MONO ECONOMIC DEVELOPMENT CORPORATION

Selected Notes to the Financial Statements

Fiscal Year Ended June 30, 2018

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the County of Mono Economic Development Corporation (Corporation) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental agencies. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the Corporation's accounting policies are described below.

A. Reporting Entity

The County of Mono Economic Development Corporation is a nonprofit public benefit corporation formed and organized under the laws of the State of California. It is a legally separate entity having the same governing board as the County of Mono, California (County). Because the Corporation is fiscally dependent on the County and governed by the same board, the Corporation is considered a component unit of the County.

The Corporation's purpose is to serve the County by financing, refinancing, acquiring, constructing, improving, leasing and selling buildings, building improvements, equipment, land, land improvements and any other real or personal property for the benefit of the County and its residents.

B. Basis of Presentation and Accounting

The Corporation's presents its financial statements using the enterprise fund type that distinguishes operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the fund's principal ongoing operations. Using this definition, the Corporation has no operating revenues or expenses.

The Corporation prepares its financial statements using the accrual basis of accounting. Revenues are recorded when earned and expenses are accrued at the time the liability is incurred. The direct financing lease method is used to record the projects transferred to the County. Under this method, when a project is completed, the Corporation records a lease receivable and the capital assets are carried on the books of the lessee (County.)

C. Cash and Investments

The Corporation treats all investments with original maturities of three months or less as cash equivalents.

NOTE 2: LEASE RECEIVABLE TO THE COUNTY OF MONO

The Corporation, pursuant to a Site and Facility Lease, dated March 1, 2011, has leased from the County certain real property and pursuant to a Lease Agreement, dated March 1, 2011, has leased real property back to the County, along with a leasehold interest in the leased property.

COUNTY OF MONO ECONOMIC DEVELOPMENT CORPORATION

Selected Notes to the Financial Statements

Fiscal Year Ended June 30, 2018

At June 30, 2018, the lease receivable consisted of the following:

Year Ended June 30	
2019	\$ 328,680
2020	326,360
2021	328,490
2022	329,760
2023	325,388
2024-2025	<u>655,048</u>
Total	2,293,726
Less: Unearned Interest	<u>(347,826)</u>
Net Lease Receivable	<u>\$ 1,945,900</u>

The lease receivable was generated from the issuance of 2011 Refunding of Certificates of Participation (COPs). The COPs refunded the County's 2001 Series A Certificates of Participation County of Mono Solid Waste Project the proceeds of which were used to finance closure of four County landfills. The lease payments are structured to be sufficient in timing and amount to meet the debt service requirements. Lease payments are due semi-annually on May 1 and November 1 through the fiscal year 2025. The rate on the lease is 4.29 percent.

NOTE 3: LONG-TERM DEBT

The following is a summary of changes in the long-term debt for the fiscal year ended June 30, 2018:

	<u>Balance</u> <u>July 1, 2017</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance</u> <u>June 30, 2018</u>	<u>Amounts Due</u> <u>Within One Year</u>
2011 refunding of certificates of participation 2001A	\$ 2,182,700	\$ -	\$ (236,800)	\$ 1,945,900	\$ 245,200

Long-term debt at June 30, 2018, consisted of the following:

2011 Refunding of Certificates of Participation 2001A – to refund 2001 Series A Certificates of Participation used to finance closure of four County landfills

Date of issue	March 1, 2011
Date of maturity	May 2011 – May 2025
Interest rate	4.29%
Annual principal installments	\$236,800 - \$316,100
Original issue amount	\$3,609,000
Outstanding at June 30, 2018	\$1,945,900

COUNTY OF MONO ECONOMIC DEVELOPMENT CORPORATION

Selected Notes to the Financial Statements

Fiscal Year Ended June 30, 2018

As of June 30, 2018, annual debt service requirements to maturity are as follows:

<u>Year ending June 30</u>	<u>Principal</u>	<u>Interest</u>
2019	\$ 245,200	\$ 83,480
2020	253,400	72,960
2021	266,400	62,089
2022	279,100	50,661
2023	286,700	38,687
2024-2025	615,100	39,949
	<u>\$ 1,945,900</u>	<u>\$ 347,826</u>



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

ECONOMIC DEVELOPMENT AGENDA REQUEST

Print

MEETING DATE	November 13, 2018	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	1 hour (20 minute presentation, 40 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Janet Dutcher, Leslie Chapman, Stacey Simon
SUBJECT	Mono County Certificates of Participation 2018 Series A (Mono County Civic Center)		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution R18-___, authorizing the execution of certain lease financing documents with respect to the issuance and sale of tax-exempt Certificates of Participation (COP) 2018 Series A in an aggregate amount not to exceed \$24 million to finance the construction of the Mono County Civic Center; and authorizing execution of necessary documents, certificates and related actions.

RECOMMENDED ACTION:

Adopt proposed resolution R18-___, Authorizing the execution of certain lease financing documents with respect to the issuance and sale of tax-exempt Certificates of Participation (COP) 2018 Series A in an aggregate amount not to exceed \$24 million to finance the construction of the Mono County Civic Center; and authorizing execution of necessary documents, and certificates and related actions.

FISCAL IMPACT:

This transaction will deposit at least \$20.5 million of debt proceeds into the project fund, after deduction for the cost of issuance and capitalized interest. Average fiscal year debt service is estimated at \$1.3 million, beginning August 1, 2020 through August 1, 2048.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 760-932-5494 / jdutcher@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Financing Resolution
<input type="checkbox"/> Master Trust Agreement
<input type="checkbox"/> Ground Lease
<input type="checkbox"/> Lease Agreement
<input type="checkbox"/> Assignment Agreement
<input type="checkbox"/> Certificate Purchase Agreement

History

Time

Who

Approval

**DEPARTMENT OF FINANCE
COUNTY OF MONO**

*Gerald A. Frank
Assistant Finance Director
Treasurer-Tax Collector*

*Janet Dutcher, CPA, CGFM
Finance Director*

*Stephanie Butters
Assistant Finance Director
Auditor-Controller*

*P.O. Box 495
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(760) 932-5480
Fax (760) 932-5481*

*P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491*

Date: November 13, 2018

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director
Leslie Chapman, County Administrative Officer
Stacey Simon, County Counsel

Subject: Mono County Certificates of Participation 2018 Series A

Recommended Action

Adopt proposed resolution R18-___, authorizing the execution of certain lease financing documents with respect to the issuance and sale of tax-exempt Certificates of Participation (COP) 2018 Series A in an aggregate amount not to exceed \$24 million to finance the construction of the Mono County Civic Center; authorizing distribution of an Official Statement; and authorizing execution of necessary documents and certificates and related actions.

Strategic Plan Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

This transaction will deposit at least \$20.5 million of debt proceeds into the project fund, after deduction for the cost of issuance and capitalized interest. Average fiscal year debt service is estimated at \$1.3 million, beginning August 1, 2020 through August 1, 2048.

Purpose of the Financing

The County Board of Supervisors is considering a Resolution to approve a series of documents with respect to the execution and delivery of the Mono County Certificates of Participation, Series 2018A (Mono County Civic Center) (“2018 COPs”). The purpose of the financing is to provide funds to finance certain costs of the construction of the Mono County Civic Center Project and to pay costs of issuance. County staff has worked diligently with the financing team over the past several months to prepare the structure and documentation of the 2018 COPs for the Board’s consideration.

The Mono County Civic Center Project

The project consists of the construction of a 33,000 square foot pre-fabricated County Administrative Office Building, parking for approximately 110 vehicles and related access improvements. The County will own in fee two parcels of land which underlie the proposed improvements. The project provides for the consolidation of all County departments currently providing services in leased space at Sierra Center Mall and Minaret Mall in the Town of Mammoth Lakes. Co-locating these departments in a single building will increase efficiency and effectiveness of County operations and will greatly improve the convenience, safety, and confidentiality of services to the public. A design-build contract was awarded to Roebblen Contracting of El Dorado Hills and pre-construction activities are currently underway. The contract was awarded for an amount not to exceed \$20.5 million, including a contingency allowance of \$1,759,000. Construction is expected to start in April 2019, and the facility is estimated to be available for occupancy in March 2020, or earlier depending on weather and other contingencies.

The 2018 COPs

The County is issuing Certificates of Participation (“COPs”) to finance the cost of the project, which is a borrowing tool commonly utilized by California counties to finance capital projects. The 2018 COPs will be issued as fixed-rate lease obligations that will pay principal annually and interest semi-annually for a term of 30 years. The COP structure is based upon a series of leases between the County and the County of Mono Economic Development Corporation (EDC): The

County will lease the Mono County Civic Center to the EDC pursuant to a Ground Lease; the County will then sublease the property back from the EDC pursuant to a Lease Agreement; finally, the base rental payments made by the County under the Lease Agreement are assigned by the EDC to the Trustee, U.S. Bank, pursuant to an Assignment Agreement.

Estimated Sources and Uses

Below is an estimate of the sources and uses of the 2018 COPs, based upon market conditions as of October 10, 2018, provided by the Underwriter Brandis Tallman LLC. Please note these figures are preliminary and subject to changes in market conditions until the pricing of the 2018 COPs, which is estimated to be during the week of December 3rd.

Estimated Sources and Uses, Preliminary and Subject to Changes in Market Conditions	
Sources of Funds	
Par Amount:	\$20,170,000
Bond Premium:	<u>1,982,299</u>
Total Sources:	\$22,152,299
Uses of Funds	
Project Fund Deposit:	\$20,500,000
Capitalized Interest: ¹	1,080,822
Cost of Issuance: ²	240,000
Underwriter's Discount: ³	104,235
Bond Insurance Premium: ⁴	173,981
Surety Bond Premium: ⁵	51,935
Bond Rounding:	<u>1,326</u>
Total Uses:	\$22,152,299
Estimated True Interest Cost: ⁶	4.18%
Financing Term:	30 years
Range of Annual FY Payments: ⁷	\$1.3-1.35 million

¹ Interest capitalized through construction period of project, February 1, 2020.

² Estimated costs of issuance includes fees for bond and disclosure counsel, municipal advisor, credit rating agency, trustee, title insurance, financial printer, etc.

³ Underwriter's discount based upon \$5.17 per \$1,000 of bond par amount.

⁴ Bond insurance premium based upon fee of 45 basis points of total CO P principal and interest.

⁵ Surety bond policy based upon fee of 400 basis points of reserve requirement.

⁶ Based upon market conditions as of October 10, 2018, preliminary and subject to change.

⁷ Low end of range based upon market conditions as of October 10, 2018, higher end of range based upon market conditions as of October 10, 2018 plus 50 basis points.

Financing Documents for Approval

The Board of Supervisors is approving the form of several financing related documents, each of which has been reviewed by County Counsel, Finance and CAO and is summarized below:

- **County Financing Resolution**

The Financing Resolution approves the form of each of the following documents, as well as key parameters for the sale of the 2018 COPs, including not-to-exceed par amount, borrowing rate, underwriter's discount, amongst others. The Resolution instructs County staff to complete the transaction, based upon the parameters specified in the Resolution.

- **Master Trust Agreement**

The Master Trust Agreement is an agreement between the COP trustee (U.S. Bank), the EDC, and Mono County that effectuates the execution and delivery of the 2018 COPs. The Master Trust Agreement sets forth all the terms and conditions of the 2018 COPs.

- **Preliminary Official Statement ("POS")**

The POS serves as the primary disclosure document that summarizes the key credit features of the County. Potential investors will base their investment decision upon the information disclosed in the POS. While prepared and reviewed by third party consultants, County staff were significantly involved in the preparation of this document. The POS is ultimately the County's document and should be reviewed carefully for accuracy.

- **Ground Lease**

Mono County will lease the Mono County Civic Center to the EDC under the Ground Lease.

- **Lease Agreement**

Mono County will sublease the Mono County Civic Center back from the EDC under the Lease Agreement.

- **Assignment Agreement**

The EDC assigns its rights to receive Base Rental Payments under the Lease Agreement to the Trustee for the benefit of the 2018 COP owners via the Assignment Agreement.

- **Certificate Purchase Agreement**

The Underwriter, Brandis Tallman LLC, commits to the purchase of the 2018 COPs under the terms and conditions specified in the Certificate Purchase Agreement, which is finalized and executed on the day of sale of the 2018 COPs.

- **Continuing Disclosure Agreement (CDA)**

The CDA is executed by the County for the benefit of the holders of the 2018 COPs and in order to assist Brandis Tallman LLC in complying with Securities and Exchange Commission Rule 15c2-12(b)(5). The CDA contains certain tables that will need to be updated annually by the County.

Financing Schedule

Following your Board's approval of today's financing documents, the next steps towards closing of the transaction are anticipated as follows:

- November 16 – receiving S&P credit rating
- Week of November 26 – post the POS
- Week of December 3 – Bonds are priced
- Week of December 17 – Bonds are closed



R18-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AUTHORIZING THE EXECUTION
AND DELIVERY BY THE COUNTY OF A GROUND LEASE,
A LEASE AGREEMENT, A TRUST AGREEMENT, A CERTIFICATE
PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE
AGREEMENT WITH RESPECT TO THE EXECUTION
AND DELIVERY OF MONO COUNTY CERTIFICATES
OF PARTICIPATION 2018 SERIES A (MONO COUNTY CIVIC CENTER),
AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH
CERTIFICATES EVIDENCING PRINCIPAL IN AN AGGREGATE
AMOUNT NOT TO EXCEED \$24,000,000, AUTHORIZING THE
DISTRIBUTION OF AN OFFICIAL STATEMENT IN
CONNECTION THEREWITH AND AUTHORIZING EXECUTION
OF NECESSARY DOCUMENTS AND CERTIFICATES
AND RELATED ACTIONS**

WHEREAS, the County desires to finance certain costs of the construction of the Mono County Civic Center Project (the “Project”);

WHEREAS, in order to finance certain costs of the construction of the Project, the County will lease certain real property and the improvements thereto (the “Property”) to the County of Mono Economic Development Corporation (the “Corporation”) pursuant to a Ground Lease (such Ground Lease, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Ground Lease”);

WHEREAS, the County will sublease the Property back from the Corporation pursuant to a Lease Agreement (such Lease Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Lease Agreement”);

WHEREAS, the County and the Corporation have determined that it would be in the best interests of the County and the Corporation to provide the funds necessary to finance certain costs of the construction of the Project through the execution and delivery, pursuant to a Master Trust Agreement (the “Trust Agreement”), by and among U.S. Bank National Association, as trustee (the “Trustee”), the Corporation and the County, of Mono County Certificates of Participation 2018 Series A (Mono County Civic Center) (the “Certificates”) evidencing direct, fractional undivided interests in the base rental payments (the “Base Rental Payments”) to be made by the County under the Lease Agreement (such Trust Agreement, in the form presented to

this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Trust Agreement”);

WHEREAS, Brandis Tallman, LLC (the “Underwriter”) has submitted to the County a proposal to purchase the Certificates in the form of a Certificate Purchase Agreement (such Certificate Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Certificate Purchase Agreement”);

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”) requires that, in order to be able to purchase or sell the Certificates, the underwriter thereof must have reasonably determined that the County has, or one or more appropriate obligated persons have, undertaken in a written agreement or contract for the benefit of the holders of the Certificates to provide disclosure of certain financial information and certain enumerated events on an ongoing basis;

WHEREAS, in order to cause such requirement to be satisfied, the County desires to enter into a Continuing Disclosure Agreement with the Trustee (such Continuing Disclosure Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Continuing Disclosure Agreement”);

WHEREAS, a form of the Preliminary Official Statement to be distributed in connection with the public offering of the Certificates has been prepared (such Preliminary Official Statement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Preliminary Official Statement”);

WHEREAS, there have been prepared and submitted to this meeting forms of:

- (a) the Ground Lease;
- (b) the Lease Agreement;
- (c) the Trust Agreement;
- (d) the Certificate Purchase Agreement;
- (e) the Continuing Disclosure Agreement; and
- (f) the Preliminary Official Statement;

WHEREAS, pursuant to Government Code Section 5852.1, which became effective on January 1, 2018 by the enactment of Senate Bill 450, certain information relating to the Certificates is set forth in Appendix A attached to this Resolution, and such information is hereby disclosed and made public;

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the County is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Mono County, as follows:

Section 1. All of the recitals herein contained are true and correct and the Board of Supervisors of the County (the “Board”) so finds.

Section 2. The form of the Ground Lease, on file with the Clerk of the Board, is hereby approved. Each of the Chair of the Board, and any such other member of the Board as the Chair may designate, County Administrative Officer of the County, the Auditor-Controller of the County, the Treasurer of the County, and any such other officer of the County as such County Administrative Officer, Auditor-Controller or Treasurer may designate (the “Authorized Officers”), is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the County, to execute and deliver the Ground Lease in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Ground Lease by such Authorized Officer.

Section 3. The form of the Lease Agreement, on file with the Clerk of the Board, is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the County, to execute and deliver the Lease Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Lease Agreement by such Authorized Officer; provided, however, that the aggregate amount of the principal components of the Base Rental Payments payable under the Lease Agreement shall not exceed \$24,000,000, the term of the Lease Agreement shall not exceed 30 years (provided that such term may be extended as provided therein) and the true interest cost applicable to the interest components of the Base Rental Payments payable under the Lease Agreement shall not exceed 5.00% per annum.

Section 4. The form of the Trust Agreement, on file with the Clerk of the Board, is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the County, to execute and deliver the Trust Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Trust Agreement by such Authorized Officer.

Section 5. The execution and delivery of Certificates evidencing principal in an aggregate amount not to exceed \$24,000,000 payable in the years and in the amounts, and evidencing interest as specified in the Trust Agreement as finally executed, are hereby authorized and approved.

Section 6. The form of the Certificate Purchase Agreement, on file with the Clerk of the Board, is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the County, to execute and deliver the Certificate Purchase Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Certificate Purchase Agreement by such Authorized Officer; provided, however, that the underwriter's discount for the sale of the Certificates shall not exceed 5.5% of the aggregate amount of principal evidenced by such Certificates.

Section 7. The form of Continuing Disclosure Agreement, on file with the Clerk of the Board, is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the County, to execute and deliver the Continuing Disclosure Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Agreement by such Authorized Officer.

Section 8. The form of Preliminary Official Statement, on file with the Clerk of the Board, with such changes therein as may be approved by an Authorized Officer, is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Certificates is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify in writing on behalf of the County that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

Section 9. The preparation and delivery of an Official Statement, and its use by the Underwriter in connection with the offering and sale of the Certificates, is hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the County, to execute the final Official Statement and any amendment or supplement thereto.

Section 10. If the Director of Finance or County Administrative Officer determines that it will be advantageous to the County to purchase municipal bond insurance or other credit enhancement with respect to some or all of the Certificates or to purchase one or more reserve fund surety policies or other credit instruments for the benefit of any reserve fund established for the Certificates or to obtain a particular rating or ratings on all or a portion of the Certificates, the Director of Finance and County Administrative Officer are each hereby authorized to purchase such insurance or other credit enhancement and such reserve fund surety policies or other credit

instruments at market rates and to take such other actions as may be necessary to obtain such rating or ratings. Without limiting the generality of the foregoing, the Director of Finance and County Administrative Officer are each hereby authorized to negotiate any and all terms of a commitment for such municipal bond insurance policy or other credit enhancement and such reserve fund surety policies or other credit instruments and to negotiate covenants of the County or approve such other changes to the proposed forms of the Lease Agreement, Ground Lease, Trust Agreement, Certificate Purchase Agreement, Official Statement, and Continuing Disclosure Agreement as may be necessary or appropriate to obtain such municipal bond insurance policy or other credit enhancement and such reserve fund surety policies or other credit instruments or to obtain a particular rating or ratings on all or a portion of the Certificates, in each case after consultation with County Counsel, Bond Counsel and Disclosure Counsel.

Section 11. The Authorized Officers and the officers and employees of the County are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

Section 12. All actions heretofore taken by the officers, employees and agents of the County with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 13. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 13th day of November, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

CERTIFICATE OF CLERK

I, Shannon Kendall, Clerk of the Board of Supervisors of the Mono County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Supervisors of the Mono County duly and regularly held at the regular meeting place thereof on November 13, 2018 of which meeting all of the members of said Board had due notice, and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I do hereby further certify that an agenda of said meeting was posted at least 72 hours before said meeting at _____, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I, Shannon Kendall, Clerk of the Board of Supervisors of the Mono County, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on November 13, 2018.

Dated: November 13, 2018
File Number: 18-_____

Shannon Kendall, Clerk of the Board of Supervisors
Mono County, State of California

By _____

[SEAL]

APPENDIX A

Government Code Section 5852.1 Disclosure

The following information consists of estimates that have been provided by the County's municipal advisor which has been represented by such party to have been provided in good faith:

(A) True Interest Cost of the Certificates: 4.10%

(B) Finance Charge of the Certificates (Sum of all fees/charges paid to third parties):
\$570,151.01

(C) Net Proceeds to be received (net of Finance Charges, reserves and capitalized interest, if any), assuming the entire authorized amount is drawn by the County: \$20,500,000.00

(D) Total Payment Amount through maturity, assuming the entire authorized amount is drawn by the County: \$38,662,446.67

The foregoing estimates constitute good faith estimates only. The principal component of the Certificates, the true interest cost of the Certificates, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the closing being different than the date assumed for purposes of such estimates, (b) the actual principal component of the Certificates being different from the estimated amount used for purposes of such estimates, (c) the schedule on which the County draws financing proceeds and the actual amortization of the principal component of the Certificates being different than the schedule and amortization assumed for purposes of such estimates, (d) the actual interest rate applicable to the Certificates being different than that estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the County's financing plan, or a combination of such factors. The actual closing date and the actual principal component of the Certificates will be determined by the County based on the timing of the need for proceeds of the financing and other factors. The actual interest rates applicable to the Certificates will depend on market interest rates on the closing date. The actual amortization of the principal component of the Certificates will also depend, in part, on the interest rate applicable to the Certificates. Market interest rates are affected by economic and other factors beyond the control of the County.

MASTER TRUST AGREEMENT

by and among

**U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE**

and

**COUNTY OF MONO
ECONOMIC DEVELOPMENT CORPORATION**

and

MONO COUNTY

Dated as of December 1, 2018

**Relating To
\$[____]
Mono County
Certificates of Participation
2018 Series A
(Mono County Civic Center)**

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MASTER TRUST AGREEMENT

This **MASTER TRUST AGREEMENT** (this “Trust Agreement”), dated as of December 1, 2018, is by and among U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as Trustee (the “Trustee”), the COUNTY OF MONO ECONOMIC DEVELOPMENT CORPORATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California (the “Corporation”), and MONO COUNTY, a county and political subdivision of the State of California organized and existing under and by virtue of the laws of the State of California (the “County”).

W I T N E S S E T H:

WHEREAS, the County desires to finance certain costs of the construction of the Mono County Civic Center Project (the “Project”);

WHEREAS, in order to finance the Project, the County will lease certain real property and the improvements thereto (the “Property”) to the Corporation pursuant to a Ground Lease, dated as of the date hereof (the “Ground Lease”), and the County will sublease the Property back from the Corporation pursuant to a Lease Agreement, dated as of the date hereof (the “Lease Agreement”);

WHEREAS, the County and the Corporation have determined that it would be in the best interests of the County and the Corporation to provide the funds necessary to finance the Project through the sale and delivery of Mono County Certificates of Participation 2018 Series A (Mono County Civic Center) (the “Series 2018 Certificates”), evidencing direct, fractional undivided interests in the base rental payments to be made by the County under the Lease Agreement;

WHEREAS, all rights to receive such base rental payments have been assigned without recourse by the Corporation to the Trustee pursuant to an Assignment Agreement, dated as of the date hereof (the “Assignment Agreement”);

WHEREAS, in consideration of such assignment and the execution of this Trust Agreement, the Trustee has agreed to execute and deliver the Series 2018 Certificates, each evidencing a direct, fractional undivided interest in such base rental payments; and

WHEREAS, the Corporation and the County may desire to provide for the execution and delivery of additional certificates of participation (the “Additional Certificates”) payable from the Base Rental Payments on a parity with the Series 2018 Certificates (the Series 2018 Certificates and any such Additional Certificates being collectively referred to as 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 hereto 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 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. Capitalized undefined terms used herein have the meanings ascribed thereto in the Lease Agreement.

“**Additional Certificates**” means Additional Certificates executed and delivered by the Trustee pursuant to Sections 2.11 and 2.12.

“**Additional Rental Payments**” means all amounts payable by the County as Additional Rental Payments pursuant to Section 3.03 of the Lease Agreement.

“**Assignment Agreement**” means the Assignment Agreement, dated as of December 1, 2018, by and between the Corporation and U.S. Bank National Association, as Trustee.

“**Authorized Corporation Representative**” means [the President, the Vice President, the Chief Financial Officer/Treasurer and the Secretary of the Corporation], and any other Person authorized by the Board of Directors of the Corporation to act on behalf of the Corporation under or with respect to this Trust Agreement.

“**Authorized County Representative**” means [the County Administrative Officer of the County, the Auditor-Controller of the County, the Treasurer of the County, the Director of Finance] and any other Person authorized by the Board of Supervisors of the County to act on behalf of the County under or with respect to this Trust Agreement.

“**Authorized Denominations**” means \$5,000 and whole multiples thereof.

“**Base Rental Payment Fund**” means the fund by that name established in accordance with Section 5.01 hereof.

“**Base Rental Payments**” means all amounts payable to the Corporation by the County as Base Rental Payments pursuant to Section 3.02 of the Lease Agreement.

“**Beneficial Owners**” means those Persons for whom the Participants have caused the Depository to hold Book-Entry Certificates.

“**Book-Entry Certificates**” means the Certificates registered in the name of the nominee of DTC, or any successor securities depository for the Certificates, as the registered owner thereof pursuant to the terms and provisions of Section 2.08 hereof.

“**Business Day**” means a day other than (a) Saturday or Sunday, (b) a day on which banking institutions in the city in which the Principal Office of the Trustee is located are authorized or required by law to be closed, or (c) a day on which the New York Stock Exchange is closed.

“**Cede & Co.**” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Certificates.

“**Certificate Purchase Agreement**” means the Certificate Purchase Agreement, dated December __, 2018, by and between the Purchaser and the County relating to the Series 2018 Certificates.

[“**Certificate Insurance Policy**” means the insurance policy issued by the Certificate Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2018 Certificates when due.]

[“**Certificate Insurer**” means _____.]

[“**Certificate Reserve Policy**” means the debt service insurance policy issued by the Certificate Insurer and deposited into the Master Reserve Fund for the Series 2018 Certificates.

“**Certificates**” means, collectively, the Series 2018 Certificates and any Additional Certificates.

“**Code**” means the Internal Revenue Code of 1986.

“**Continuing Disclosure Agreement**” means the Continuing Disclosure Agreement, dated as of December 1, 2018, by and between the County and _____, as Dissemination Agent, as originally executed in connection with the Series 2018 Certificates and as it may from time to time be amended in accordance with the provisions thereof,

“**Corporation**” means the County of Mono Economic Development Corporation, a nonprofit public benefit corporation organized and existing under the laws of the State, and its successors.

“**Costs of Issuance**” means all the costs of executing and delivering the Certificates, including, but not limited to, printing expenses, rating agency fees, filing and recording fees, initial fees, expenses and charges of the Trustee and its counsel (including the Trustee’s first annual administrative fee), fees, charges and disbursements of attorneys, financial advisors, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Certificates and any other cost, charge or fee in connection with the original execution and delivery of the Certificates.

“**Costs of Issuance Fund**” means the fund by that name established in accordance with Section 3.05 hereof.

“**County**” means Mono County, a county and political subdivision of the State organized and existing under the laws of the State, and its successors.

“Defeasance Securities” means (a) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or (b) obligations guaranteed as to principal and interest by, the United States of America or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States of America. Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity.

“Delivery Date” means December __, 2018.

“Depository” means the securities depository acting as Depository pursuant to Section 2.08 hereof.

“DTC” means The Depository Trust Company, New York, New York and its successors.

“Event of Default” means, with respect to the Trust Agreement, any event or circumstance specified in 7.01 hereof as an Event of Default.

“Fitch” means Fitch Ratings, its successors and assigns, except that if such corporation shall no longer perform the function of a securities rating agency for any reason, the term “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency selected by the County.

“Ground Lease” means the Ground Lease, dated as of December 1, 2018, by and between the County and the Corporation, as originally executed and as it may from time to time be amended in accordance with the provisions thereof and of the Lease Agreement.

“Interest Fund” means the fund by that name established in accordance with Section 5.02 hereof.

“Interest Payment Date” means _____ 1 and _____ 1 of each year commencing _____ 1, 201__.

“Lease Agreement” means the Lease Agreement, dated as of December 1, 2018, by and between the County and the Corporation, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

“Letter of Representations” means the letter of the County delivered to and accepted by the Depository on or prior to the delivery of the Certificates as Book-Entry Certificates setting forth the basis on which the Depository serves as depository for such Book-Entry Certificates, as originally executed or as it may be supplemented or revised or replaced by a letter to a substitute Depository.

“Mandatory Sinking Account Payment” means the principal evidenced by Series 2018 Certificates required to be paid on each Mandatory Sinking Account Payment Date pursuant to Section 4.04 hereof.

“Mandatory Sinking Account Payment Date” means a date on which a Mandatory Sinking Account Payment is required to be paid pursuant to Section 4.04 hereof.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, except that if such entity shall no longer perform the functions of a securities rating agency for any reason, the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the County.

“Net Proceeds” means any insurance proceeds or condemnation award in excess of \$50,000, paid with respect to any of the Property, remaining after payment therefrom of all reasonable expenses incurred in the collection thereof.

“Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.08 hereof.

“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,” when used as of any particular time with reference to Certificates, means, subject to the provisions of Section 11.06 hereof, all Certificates except (a) Certificates previously canceled by the Trustee or delivered to the Trustee for cancellation, (b) Certificates paid or deemed to have been paid within the meaning of Section 10.01 hereof, and (c) Certificates in lieu of which other Certificates shall have been executed and delivered by the Trustee pursuant to Section 2.09 hereof.

“Owner” means any Person who shall be the registered owner of any Outstanding Certificate as indicated in the Registration Books.

“Participating Underwriter” has the meaning ascribed thereto in the Continuing Disclosure Agreement.

“Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds Book-Entry Certificates as securities depository.

“Permitted Investments” is defined in Exhibit B attached hereto.

“Person” means an individual, corporation, firm, association, partnership, limited liability company, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

“Prepayment Fund” means the fund by that name established in accordance with Section 5.02 hereof.

“Principal Fund” means the fund by that name established in accordance with Section 5.02 hereof.

“**Principal Office**” means (a) the Trustee’s corporate trust office in San Francisco, California, except for purposes of the presentation and surrender of Certificates for payment, transfer or exchange, such office shall be the corporate trust agency or operations office of the Trustee, or (b) any other office designated by the Trustee.

“**Principal Payment Date**” means a date on which the principal component of the Base Rental Payments evidenced by the Series 2018 Certificates is scheduled to become due and payable pursuant to the Lease Agreement.

“**Project**” means the construction of the Mono County Civic Center Project.

“**Project Costs**” means all costs of acquiring, constructing, rehabilitating and installing the Project, including but not limited to:

(a) all costs which the County shall be required to pay to a seller or any other Person under the terms of any contract or contracts for the purchase of the Project;

(b) all costs which the County shall be required to pay a contractor or any other Person for the acquisition, construction, rehabilitation and installation of the Project;

(c) obligations of the County incurred for services (including obligations payable to the County for actual out-of-pocket expenses of the County) in connection with the acquisition, construction, rehabilitation and installation of the Project, including Costs of Issuance and reimbursement to the County for all advances and payments made in connection with the Project prior to or after delivery of the Certificates;

(d) the actual out-of-pocket costs of the County for test borings, surveys, estimates and preliminary investigations therefor, as well as for the performance of all other duties required by or consequent to the proper acquisition, construction, rehabilitation and installation of the Project, including administrative expenses under the Lease Agreement and hereunder relating to the acquisition, construction, rehabilitation and installation of the Project; and

(e) any sums required to reimburse the County for advances made by the County for any of the above items or for any other costs incurred and for work done by the County which are properly chargeable to the Project

“**Project Fund**” means the fund by that name established in accordance with Section 3.03 hereof.

“**Property**” has the meaning ascribed thereto in the Lease Agreement.

“**Purchaser**” means Brandis Tallman, LLC, as underwriter and purchaser of the Series 2018 Certificates pursuant to the Certificate Purchase Agreement.

“**Rebate Fund**” means the fund by that name established in accordance with Section 5.03 hereof.

“**Rebate Requirement**” has the meaning ascribed thereto in the Tax Certificate.

“**Record Date**” means, with respect to any Interest Payment Date, the fifteenth day of the calendar month immediately preceding such Interest Payment Date, whether or not such day is a Business Day.

“**Registration Books**” means the records maintained by the Trustee for the registration of ownership and registration of transfer of the Certificates pursuant to Section 2.06 hereof.

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

“**Rental Period**” means the period from the Delivery Date through June 30, 2018 and, thereafter, the twelve-month period commencing on July 1 of each year during the term of the Lease Agreement.

“**Reserve Account**” means the reserve account established pursuant to Section 5.04 hereof, which account may secure one or more Series of Additional Certificates as provided in the Supplemental Trust Agreement providing for the establishment thereof.

“**Reserve Facility**” means any line of credit, letter of credit, insurance policy, surety bond or similar instrument, in form reasonably satisfactory to the County, that (a) names the County as beneficiary thereof, (b) provides for payment on demand, (c) cannot be terminated by the issuer thereof so long as any of the Certificates secured by such Reserve Facility remain Outstanding, (d) is issued by an obligor, the obligations of which under the Reserve Facility are, at the time such Reserve Facility is substituted for all or part of the moneys on deposit in the applicable Reserve Account, rated in one of the two highest rating categories (without regard to any modifier) by any one rating agency then rating the Certificates secured by such Reserve Facility, and (e) is deposited with the Trustee pursuant to Section 5.04 hereof.

“**Reserve Fund**” means the fund by that name established pursuant to Section 5.04 hereof.

“**Reserve Fund Requirement**” [means, (a) with respect to the Series 2018 Certificates, as of the date of any calculation, the least of (i) [50]% of the maximum annual Base Rental Payment payable in any one-year period ending on [] 1 under the Lease Agreement, (ii) 10% of the original aggregate principal amount, and (iii) 125% of average annual Base Rental Payments payable in any one-year period ending on [] 1 under the Lease Agreement, and (b) with respect to any Series of Additional Certificates, such amount, if any, as shall be specified in the Supplemental Trust Agreement authorizing the issuance of such Series of Additional Certificates; provided, however, that in no event shall any Reserve Fund Requirement exceed an amount permitted by the Code. As of the initial execution of the Series 2018 Certificates, the Reserve Fund Requirement is \$[_____].]

“**Series**” means the Series 2018 Certificates executed, authenticated and delivered on the date of initial execution and delivery of this Trust Agreement and any Additional Certificates issued pursuant to a Supplemental Trust Agreement and identified as a separate Series of Certificates.

“**Series 2018 Certificates**” means the Mono County Certificates of Participation 2018 Series A (Mono County Civic Center) executed and delivered by the Trustee pursuant hereto.

“**Series 2018 Certificates Capitalized Interest Account**” means the account by that name established within the Interest Fund in accordance with Section 5.02(a)(i) hereof.

“**S&P**” means S&P Global Ratings, a Standard & Poor’s Financial Services LLC business, a corporation organized and existing under the laws of the State of New York, its successors and assigns, except that if such entity shall no longer perform the functions of a securities rating agency for any reason, the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the County.

“**State**” means the State of California.

“**Supplemental Trust Agreement**” means any supplemental trust agreement that modifies or amends the provisions of this Trust Agreement, but only if and to the extent that such Supplemental Trust Agreement is specifically authorized hereunder.

“**Tax Certificate**” means the Tax and Nonarbitrage Certificate executed by the County at the time of execution and delivery of the Series 2018 Certificates relating to the requirements of Section 148 of the Code, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

“**Tax-Exempt**” means, with respect to interest on any obligations of a state or local government, including the interest component of the Certificates, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code.

“**Trust Agreement**” means this Master Trust Agreement, dated as of December 1, 2018, by and among U.S. Bank National Association, as Trustee, the Corporation and the County, as originally executed and as it may from time to time be modified or amended by any Supplemental Trust Agreement.

“**Trustee**” means U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, as Trustee hereunder, or any successor thereto as Trustee hereunder, substituted in its place as provided herein.

“**Verification Report**” means, with respect to the deemed payment of Certificates pursuant to clause (ii) of subsection (a) of Section 10.02 hereof, a report of a nationally recognized certified public accountant, or firm of such accountants, verifying that the Defeasance Securities and cash, if any, deposited in connection with such deemed payment satisfy the requirements of clause (ii) of subsection (a) of Section 10.02 hereof.

“**Written Certificate**” and “**Written Request**” or “**Certificate of the County**” of the County mean, respectively, a written certificate or written request signed in the name of the County by an Authorized County Representative. Any such request 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.

Section 1.02 Equal Security. In consideration of the acceptance of the Certificates by the Owners, this 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 principal and interest evidenced 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

Section 2.01 Preparation and Delivery of Series 2018 Certificates. The Trustee is hereby authorized and directed to execute the Series 2018 Certificates and, upon the Written Request of the County, shall deliver the Series 2018 Certificates in the aggregate amount of \$[_____], evidencing the aggregate principal components of the Base Rental Payments and each evidencing a direct, fractional undivided interest in the Base Rental Payments. The Series 2018 Certificates shall be numbered, with or without prefixes, as directed by the Trustee.

Section 2.02 The Series 2018 Certificates. The Series 2018 Certificates shall be denominated “Mono County Certificates of Participation 2018 Series A (Mono County Civic Center)” shall be prepared in the form of fully registered Certificates, without coupons, in Authorized Denominations. The aggregate amount of principal evidenced by the Series 2018 Certificates that may be executed, delivered and Outstanding pursuant to this Trust Agreement shall not exceed \$[_____], except as may be otherwise provided in Section 2.09 hereof.

Section 2.03 Terms of the Series 2018 Certificates. (a) The Series 2018 Certificates shall be dated as of the Delivery Date. The principal evidenced by the Series 2018 Certificates shall become due and payable, subject to prior prepayment, on the dates, in the amounts, and shall evidence interest at the rates per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months) set forth below:

<u>Principal Payment Date ([_____] 1)</u>	<u>Principal Component</u>	<u>Interest Rate</u>
[2019]	\$	%
2020		
2021		
2022		
2023		
2024		

2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036

(b) The interest evidenced by the Series 2018 Certificates shall be payable on each Interest Payment Date to and including their respective Principal Payment Dates 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. Interest evidenced by the Series 2018 Certificates shall be payable from the Interest Payment Date next preceding the date of execution and delivery thereof unless (i) a Certificate is executed and delivered on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event interest evidenced thereby shall be payable from such Interest Payment Date, (ii) a Certificate is executed and delivered on or before the first Record Date, in which event interest evidenced thereby shall be payable from the Delivery Date, or (iii) interest evidenced by any Certificate is in default as of the date of execution and delivery thereof, in which event interest evidenced thereby shall be payable from the date to which interest has previously been paid or duly provided for. Interest evidenced by the Series 2018 Certificates shall be paid in lawful money of the United States of America on each Interest Payment Date. Such interest shall be paid by check of the Trustee mailed by first-class mail, postage prepaid, on each Interest Payment Date to the Owners of the Series 2018 Certificates at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date. Notwithstanding the foregoing, interest evidenced by any Certificate that is not punctually paid or duly provided for on any Interest Payment Date shall, if and to the extent that amounts subsequently become available therefor, be paid on a payment date established by the Trustee to the Person in whose name the ownership of such Certificate is registered on the Registration Books at the close of business on a special record date to be established by the Trustee for the payment of such interest, notice of which shall be given to such Owner not less than ten days prior to such special record date.

(c) The principal evidenced by the Series 2018 Certificates shall be payable in lawful money of the United States of America on their respective Principal Payment Dates in each year, upon presentation and surrender thereof at the Principal Office of the Trustee, 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.

Section 2.04 Form of Series 2018 Certificates. The Series 2018 Certificates shall be in substantially the forms of Exhibit A hereto, with necessary or appropriate insertions, omissions and variations as permitted or required hereby.

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

Section 2.06 Registration Books. (a) The Trustee shall keep at its Principal Office sufficient books for the registration and transfer of the Certificates, which books shall be available for inspection and copying by the Corporation, the Trustee 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.

(b) The Trustee may treat the Owner of any Certificate, as shown on the Registration Books, as the absolute owner of such Certificate for all purposes, whether or not the principal or interest evidenced by 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 evidenced by such Certificate shall be made only to such Owner, which payments shall be valid and effectual to satisfy and discharge the liability evidenced by such Certificate to the extent of the sum or sums so paid.

Section 2.07 Exchange of Certificates. (a) Each Certificate is transferable by the Owner thereof, in person or by such Owner's attorney duly authorized in writing, at the Principal Office of the Trustee on the Registration Books, upon surrender of such Certificate for cancellation accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Trustee. Whenever any Certificate shall be surrendered for transfer, the Trustee shall execute and deliver a new Certificate or Certificates evidencing principal in the same aggregate amount and having the same stated Principal Payment Date. 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.

(b) Each Certificate may be exchanged at the Principal Office of the Trustee for Certificates evidencing principal in a like aggregate amount and having the same stated Principal Payment Date in such Authorized Denominations as the Owner thereof may request. 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.

(c) The Trustee shall not be required to transfer or exchange any Certificate during the period commencing on the date five days before the date of selection of Certificates for prepayment and ending on the date of mailing notice of such 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 2.08 Book-Entry System. (a) The Series 2018 Certificates shall initially be executed and delivered as Book-Entry Certificates, and the Series 2018 Certificates for each stated Principal Payment Date shall be in the form of a separate single fully registered Certificate (which may be typewritten). The ownership of each Book-Entry Certificate shall be registered in the Registration Books in the name of the Nominee, as nominee of the Depository. Payment of principal or interest evidenced by any Book-Entry Certificate registered in the name of the Nominee shall be made on the applicable Interest Payment Date or Principal Payment Date by

wire transfer of New York clearing house or equivalent next day funds or by wire transfer of same day funds to the account of the Nominee. Such payments shall be made to the Nominee at the address which is, on the Record Date, shown for the Nominee in the Registration Books.

(b) With respect to Book-Entry Certificates, the County, the Corporation and the Trustee shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such Book-Entry Certificates. Without limiting the immediately preceding sentence, the County, the Corporation and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in Book-Entry Certificates, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Registration Books, of any notice with respect to Book-Entry Certificates, including any notice of prepayment, (iii) the selection by the Depository and its Participants of the beneficial interests in Book-Entry Certificates to be prepaid in the event Series 2018 Certificates are prepaid in part, (iv) the payment to any Participant or any other person, other than an Owner as shown in the Registration Books, of any amount with respect to principal, premium, if any, or interest evidenced by Book-Entry Certificates, or (v) any consent given or other action taken by the Depository as Owner.

(c) The County, the Corporation and the Trustee may treat and consider the person in whose name each Book-Entry Certificate is registered in the Registration Books as the absolute Owner of such Book-Entry Certificate for the purpose of payment of principal, prepayment premium, if any, and interest evidenced by such Certificate, for the purpose of selecting any Series 2018 Certificates, or portions thereof, to be prepaid, for the purpose of giving notices of prepayment and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, for the purpose of obtaining any consent or other action to be taken by Owners and for all other purposes whatsoever, and the County, the Corporation and the Trustee shall not be affected by any notice to the contrary.

(d) In the event of a prepayment of all or a portion of a Certificate, the Depository, in its discretion, (i) may request the Trustee to execute and deliver a new Certificate, or (ii) if DTC is the sole Owner of such Certificate, shall make an appropriate notation on the Certificate indicating the date and amounts of the reduction in principal evidenced thereby resulting from such prepayment, except in the case of final payment, in which case such Certificate must be presented to the Trustee prior to payment.

(e) The Trustee shall pay all principal, premium, if any, and interest evidenced by the Series 2018 Certificates only to or “upon the order of” (as that term is used in the Uniform Commercial Code as adopted in the State of California) the respective Owner, as shown in the Registration Books, or such Owner’s respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the obligations with respect to payment of principal, premium, if any, and interest evidenced by the Series 2018 Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Registration Books, shall receive a Certificate evidencing principal, premium, if any, and interest evidenced by the Series 2018 Certificates. Upon delivery by the Depository to the Owners, the Trustee and the County of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with

respect to Record Dates, the word Nominee in this Trust Agreement shall refer to such nominee of the Depository.

(f) In order to qualify the Book-Entry Certificates for the Depository's book-entry system, the County shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the Corporation, the County or the Trustee any obligation whatsoever with respect to persons having interests in such Book-Entry Certificates other than the Owners, as shown on the Registration Books. Such Letter of Representations may provide the time, form, content and manner of transmission, of notices to the Depository. In addition to the execution and delivery of a Letter of Representations by the County, the County, the Corporation and the Trustee shall take such other actions, not inconsistent with this Trust Agreement, as are reasonably necessary to qualify Book-Entry Certificates for the Depository's book-entry program.

(g) In the event the County determines that it is in the best interests of the Beneficial Owners that they be able to obtain certificated Series 2018 Certificates and that such Series 2018 Certificates should therefore be made available and notifies the Depository and the Trustee of such determination, the Depository will notify the Participants of the availability through the Depository of certificated Series 2018 Certificates. In such event, the Trustee shall transfer and exchange certificated Series 2018 Certificates as requested by the Depository and any other Owners in appropriate amounts. In the event (i) the Depository determines not to continue to act as securities depository for Book-Entry Certificates, or (ii) the Depository shall no longer so act and gives notice to the Trustee of such determination, then the County shall discontinue the Book-Entry system with the Depository. If the County determines to replace the Depository with another qualified securities depository, the County shall prepare or direct the preparation of a new single, separate, fully registered Certificate for each stated Principal Payment Date of such Book-Entry Certificates, registered in the name of such successor or substitute qualified securities depository or its nominee. If the County fails to identify another qualified securities depository to replace the Depository, then the Series 2018 Certificates shall no longer be restricted to being registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Series 2018 Certificates shall designate, in accordance with the provisions of Sections 2.07 and 2.09 hereof. Whenever the Depository requests the County to do so, the County will cooperate with the Depository in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Book-Entry Certificates to any Participant having Book-Entry Certificates credited to its account with the Depository, and (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Book-Entry Certificates.

(h) Notwithstanding any other provision of this Trust Agreement to the contrary, if DTC is the sole Owner of the Series 2018 Certificates, so long as any Book-Entry Certificate is registered in the Registration Books in the name of the Nominee, all payments of principal, premium, if any, and interest evidenced by such Certificate and all notices with respect to such Certificate shall be made and given, respectively, as provided in the Letter of Representations or as otherwise instructed by the Depository.

(i) In connection with any notice or other communication to be provided to Owners pursuant to this Trust Agreement by the County, the Corporation or the Trustee, with respect to

any consent or other action to be taken by Owners, the Trustee shall establish a record date for such consent or other action and give the Depository notice of such record date no later than 15 calendar days in advance of such record date to the extent possible. Notice to the Depository shall be given only when DTC is the sole Owner of the Series 2018 Certificates.

Section 2.09 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 evidencing a like amount of principal and having the same stated Principal Payment Date and number 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 evidencing a like amount of principal and having the same stated Principal Payment Date, numbered as the Trustee shall determine, in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may 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 executed and delivered hereunder, 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 evidences principal that is then payable, the Trustee may make payment of such Certificate to the Owner thereof if so instructed by the County.

Section 2.10 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 shall prepare and execute definitive Certificates without delay, and thereupon the temporary Certificates may be surrendered at the Principal 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 2.11 Conditions for the Execution and Delivery of Additional Certificates.

The County may at any time request the Trustee to execute and deliver Additional Certificates pursuant to a Supplemental Trust Agreement, payable from the Base Rental Payments as provided herein and entitled to all the rights and privileges as provided herein and in the Lease Agreement, equal to the rights and privileges of the Outstanding Certificates theretofore executed and delivered hereunder, and subject to the following specific conditions, which are hereby made conditions precedent to the execution and delivery of any such Additional Certificates:

(a) No Event of Default shall be continuing after giving effect to the execution and delivery of the Additional Certificates and the application of the proceeds thereof.

(b) The Supplemental Trust Agreement shall require that the proceeds of the sale of such Additional Certificates shall be applied to finance or refinance capital improvements, or for the prepayment of any Base Rental Payments evidenced by Outstanding Certificates or other obligations of the County executed, delivered or issued to finance or refinance capital improvements, including the payment of costs and expenses incident to the authorization, execution and delivery, and sale of such Additional Certificates. The Supplemental Trust Agreement may also provide that a portion of such proceeds shall be applied to the payment of the interest due or to become due on said Additional Certificates during the estimated period of any construction and for a period of not to exceed twelve (12) months thereafter.

(c) The Supplemental Trust Agreement shall indicate whether the Additional Certificates (i) are secured by any Reserve Account, or (iii) not be secured by any Reserve Account.

(d) The aggregate principal amount of Certificates executed and delivered and at any time Outstanding hereunder shall not exceed any limit imposed by law, by this Trust Agreement or by any Supplemental Trust Agreement.

(e) The Lease Agreement shall have been amended, if necessary, so that the Base Rental Payments payable by the County thereunder in each Rental Period shall at least equal the projected principal and interest components of Base Rental Payments evidenced by the Outstanding Certificates, including the Additional Certificates, in each Rental Period.

(f) If the additional facilities, if any, to be leased are not situated on the Property described in the Lease Agreement and the Ground Lease, then the Lease Agreement and Ground Lease shall have been amended to add such additional Property.

(g) The County shall have delivered to the Trustee and the Corporation a Certificate stating that the annual fair rental value of the Project is at least equal to the maximum annual amount of Base Rental Payments payable with respect to the then Outstanding Series 2018 Certificates and such Additional Certificates coming due in the current or any future year ending _____.

Section 2.12 Proceedings for Authorization of Additional Certificates. Whenever the Trustee and the County shall determine to execute and deliver any Additional Certificates pursuant to Section 2.11, the County, the Corporation and the Trustee shall enter into a Supplemental Trust Agreement providing for the execution and delivery of such Additional

Certificates, specifying the maximum aggregate principal component of Base Rental Payments evidenced by such Additional Certificates and prescribing the terms and conditions of such Additional Certificates.

The Supplemental Trust Agreement shall prescribe the form or forms of such Additional Certificates and, subject to the provisions of Section 2.11, shall provide for the distinctive designation, denominations, method of numbering, dates, interest component rates, provisions for prepayment (if desired) and places of payment of principal and interest components of Base Rental Payments evidenced by the Additional Certificates.

Before such Additional Certificates shall be executed and delivered, the County and the Corporation shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Special Counsel setting forth (1) that such Special Counsel has examined the Supplemental Trust Agreement and the amendments to the Lease Agreement and to the Ground Lease required by Sections 2.11(d) and (e); (2) that the execution and delivery of the Additional Certificates have been duly authorized by the County and the Corporation; (3) that said amendments to the Lease Agreement and to the Ground Lease, when duly executed by the County and the Corporation, will be valid and binding obligations of the County and the Corporation; and (4) that the execution and delivery of the Additional Certificates will not, in and of itself, cause the interest component of Base Rental Payments evidenced by any Outstanding Certificates to no longer be excluded from gross income for federal income tax purposes.

(b) A Certificate of the County that the requirements of Section 2.11 have been met.

(c) A Certificate of the County stating that the insurance required by Article V of the Lease Agreement is in effect with respect to all of the Property to be subject to the Lease Agreement following any amendment thereto pursuant to Sections 2.11(d) and (e).

Upon the delivery to the Trustee of the foregoing instruments and upon the Trustee's receipt of Written Certificates of the County and of the Corporation stating that all applicable provisions of this Trust Agreement have been complied with (so as to permit the execution and delivery of the Additional Certificates in accordance with the Supplemental Trust Agreement then delivered to the Trustee), the Trustee shall execute and deliver said Additional Certificates, in the aggregate amount of the principal component of Base Rental Payments evidenced by the Additional Certificates specified in such Supplemental Trust Agreement, to, or upon the Written Request of the County.

Section 2.13 Limitations on the Execution and Delivery of Certificates Payable from Base Rental Payments. The County shall not request, and the Trustee shall not, so long as any of the Certificates are Outstanding, execute and deliver or issue any obligations, evidence of obligations or securities, however denominated, payable in whole or in part from Base Rental Payments except the following:

(a) Certificates authorized pursuant to Sections 2.01, 2.02 and 2.03; and

(b) Certificates of any Series authorized pursuant to Sections 2.11 and 2.12.

ARTICLE III

PROCEEDS OF SERIES 2018 CERTIFICATES

Section 3.01 Delivery of Series 2018 Certificates. The Trustee is hereby authorized to deliver the Series 2018 Certificates to the Purchaser pursuant to the Certificate Purchase Agreement upon receipt of a Written Request of the County and upon receipt of the proceeds of sale thereof.

Section 3.02 Proceeds of Series 2018 Certificates. The proceeds of the sale of the Series 2018 Certificates received by the Trustee, \$[____], comprised of \$_____ aggregate principal amount, plus an original issue premium of \$_____, less an underwriter's discount of \$_____, [and less the amount of \$_____, which was wired directly to the Certificate Insurer for the payment of the premiums for the Certificate Insurance Policy and the Certificate Reserve Policy], shall be applied by the Trustee as follows:

(a) the Trustee shall deposit in the Project Fund \$[____] from the proceeds of the sale as set forth above;

(b) the Trustee shall deposit in the Series 2018 Certificates Capitalized Interest Account of the Interest Fund \$[____] from the proceeds of the sale as set forth above;

(c) [the Trustee shall deposit in the Reserve Account \$[____] which will equal the initial Reserve Fund Requirement] [the Trustee shall deposit the Certificate Reserve Policy in the [Reserve Account], to satisfy the Reserve Fund Requirement]. The initial Reserve Fund Requirement is \$____; and

(d) the Trustee shall deposit in the Costs of Issuance Fund the amount of \$[____] from the proceeds of sale as set forth above.

Section 3.03 Project Fund. (a) The Trustee shall establish and maintain a separate fund designated the "Project Fund." On the Delivery Date, the Trustee shall deposit in the Project Fund the amount required to be deposited therein pursuant to Section 3.02 hereof.

(b) The moneys in the Project Fund shall be used and withdrawn by the Trustee from time to time to pay the Project Costs upon submission of a Written Request of the County (a form of which is attached hereto Exhibit C) stating (i) the Person to whom payment is to be made, (ii) the amount to be paid, (iii) the purpose for which the obligation was incurred, (iv) that such payment constitutes a Project Cost and is a proper charge against the Project Fund, and (v) that such amounts have not been the subject of a prior disbursement from the Project Fund, in each case together with a statement or invoice for each amount requested thereunder.

(c) Upon the filing of a Written Certificate of the County stating (i) that the portion of the Project to be financed from the Project Fund has been completed and that all costs of such Project have been paid, or (ii) that such portion of the Project has been substantially completed and that all remaining costs of such portion of the Project have been determined and specifying the amount to be retained therefor, the Trustee shall (A) if the amount remaining in the Project Fund (less any such retention) is equal to or greater than \$25,000, transfer the portion of such

amount equal to the largest integral multiple of \$5,000 that is not greater than such amount to the Prepayment Fund, to be applied to the prepayment of Series 2018 Certificates, and (B) after making the transfer, if any, required to be made pursuant to the preceding clause (A), transfer all of the amount remaining in the Project Fund (less any such retention) to the Interest Fund, to be applied to the payment of interest evidenced by the Series 2018 Certificates.

Section 3.04 Reserved.

Section 3.05 Costs of Issuance Fund. (a) The Trustee shall establish and maintain a separate fund designated the “Costs of Issuance Fund.” On the Delivery Date, the Trustee shall deposit in the Costs of Issuance Fund the amount required to be deposited therein pursuant to Section 3.02 hereof.

(b) The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance upon submission of a Written Request of the County (a form of which is attached hereto Exhibit C) stating (i) the Person to whom payment is to be made, (ii) the amount to be paid, (iii) the purpose for which the obligation was incurred, (iv) that such payment is a proper charge against the Costs of Issuance Fund, and (v) that such amounts have not been the subject of a prior disbursement from the Costs of Issuance Fund, in each case together with a statement or invoice for each amount requested thereunder. On the last Business Day that is no later than six months after the Delivery Date, the Trustee shall transfer any amount remaining in the Costs of Issuance Fund to the Interest Fund and, upon making such transfer, the Costs of Issuance Fund shall be closed.

ARTICLE IV

PREPAYMENT OF CERTIFICATES

Section 4.01 Terms of Prepayment. (a) *Extraordinary Prepayment.* The Series 2018 Certificates are subject to prepayment on any date prior to their stated Principal Payment Dates, in whole or in part, in Authorized Denominations, from and to the extent of any Net Proceeds received with respect to all or a portion of the Property and deposited by the Trustee in the Prepayment Fund in accordance with the provisions hereof, at a prepayment price equal to the principal evidenced by the Series 2018 Certificates to be prepaid, plus accrued interest evidenced thereby to the date fixed for prepayment, without premium.

(b) *Optional Prepayment.* The Series 2018 Certificates shall be subject to optional prepayment on any date on or after ____ 1, 20__, in whole or in part, in Authorized Denominations, from and to the extent of prepaid Base Rental Payments paid pursuant to Section 3.08 of the Lease Agreement, any such prepayment to be at a price equal to the principal evidenced by the Series 2018 Certificates to be prepaid, plus accrued interest evidenced thereby to the date fixed for prepayment, without premium.

Section 4.02 Selection of Series 2018 Certificates for Prepayment. Whenever less than all the Outstanding Series 2018 Certificates are to be prepaid on any one date, the Trustee shall select the Series 2018 Certificates to be prepaid (a) with respect to any prepayment pursuant to Section 4.01(a) hereof, among Series 2018 Certificates with different stated Principal

Payment Dates in proportion to the amount by which the principal components of the Base Rental Payments evidenced by such Series 2018 Certificates are abated pursuant to Section 3.07 of the Lease Agreement, and (b) with respect to any prepayment pursuant to Section 4.01(b) hereof, by selecting such Series 2018 Certificates as evidence the prepaid Base Rental Payments determined by the County to be prepaid pursuant to Section 3.08 of the Lease Agreement, and by lot among Series 2018 Certificates with 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 4.03 Notice of Prepayment. (a) The Trustee shall mail (by first class mail) notice of any prepayment to the respective Owners of any Series 2018 Certificates designated for prepayment at their respective addresses appearing on the Registration Books at least 20 but not more than 60 days prior to the date fixed for prepayment. Such notice shall state the date of the notice, the prepayment date, the prepayment place and the prepayment price and shall designate the CUSIP numbers, if any, the Certificate numbers and the stated Principal Payment Date or Principal Payment Dates of the Series 2018 Certificates to be prepaid (except in the event of prepayment of all of the Series 2018 Certificates in whole), and shall require that such Series 2018 Certificates be then surrendered at the Principal Office of the Trustee for prepayment at the prepayment price, giving notice also that further interest evidenced by such Series 2018 Certificates will not accrue from and after the date fixed for prepayment. Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the validity of the proceedings for the prepayment of the Series 2018 Certificates or the cessation of accrual of interest evidenced thereby from and after the date fixed for prepayment.

(b) With respect to any notice of any optional prepayment of Series 2018 Certificates, unless at the time such notice is given the Series 2018 Certificates to be prepaid shall be deemed to have been paid within the meaning of Section 10.02 hereof, such notice shall state that such prepayment is conditional upon receipt by the Trustee, on or prior to the date fixed for such prepayment, of moneys that, together with other available amounts held by the Trustee, are sufficient to pay the prepayment price of, and accrued interest evidenced by, the Series 2018 Certificates to be prepaid, and that if such moneys shall not have been so received said notice shall be of no force and effect and such Series 2018 Certificates shall not be required to be prepaid. In the event a notice of prepayment of Series 2018 Certificates contains such a condition and such moneys are not so received, the prepayment of Series 2018 Certificates as described in the conditional notice of prepayment shall not be made and the Trustee shall, within a reasonable time after the date on which such prepayment was to occur, give notice to the Persons and in the manner in which the notice of prepayment was given, that such moneys were not so received and that there shall be no prepayment of Series 2018 Certificates pursuant to such notice of prepayment.

Section 4.04 Mandatory Sinking Account Payment. (a) The Series 2018 Certificates with a stated Principal Payment Date of [___] 1, 20__ are subject to prepayment prior to their stated Principal Payment Date, in part, from Mandatory Sinking Account Payments, on each [___] 1 specified below, at a prepayment price equal to the principal evidenced thereby, plus accrued interest evidenced thereby to the date fixed for prepayment, without premium. The principal evidenced by such Series 2018 Certificates to be so prepaid and the dates therefor shall be as follows:

Prepayment Date
([] 1)

Principal
To Be Prepaid
\$

(b) If some but not all of the principal evidenced by the Series 2018 Certificates with a stated Principal Payment Date of [] 1, 20__ is prepaid pursuant to subsection (a) of this Section, the principal evidenced by the Series 2018 Certificates with a stated Principal Payment Date of [] 1, 20__ to be prepaid pursuant to this subsection on any subsequent [] 1 shall be reduced by the aggregate principal evidenced by such Series 2018 Certificates so prepaid pursuant to subsection (a) of this Section, such reduction to be allocated among prepayment dates in proportion to the amount by which the principal components of the Base Rental Payments evidenced by such Series 2018 Certificates payable on such prepayment dates are abated pursuant to Section 3.07 of the Lease Agreement as a result of the event that caused such Series 2018 Certificates to be prepaid pursuant to subsection (a) of this Section in amounts of Authorized Denominations.

Section 4.05 Partial Prepayment of Series 2018 Certificates. Upon surrender of any Certificate prepaid in part only, the Trustee shall execute and deliver to the Owner thereof a new Certificate or Series 2018 Certificates evidencing the unprepaid principal evidenced by the Certificate surrendered.

Section 4.06 Effect of Prepayment. (a) If notice of prepayment has been duly given as aforesaid and moneys for the payment of the prepayment price of the Series 2018 Certificates to be prepaid are held by the Trustee, then on the prepayment date designated in such notice, the Series 2018 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 evidenced by the Series 2018 Certificates so called for prepayment shall cease to accrue, such Series 2018 Certificates shall cease to be entitled to any benefit or security hereunder and the Owners of such Series 2018 Certificates shall have no rights in respect thereof except to receive payment of the prepayment price thereof, and such moneys shall be pledged to such prepayment. The Trustee shall, upon surrender for payment of any of the Series 2018 Certificates to be prepaid, pay such Series 2018 Certificates at the prepayment price thereof.

(b) All Series 2018 Certificates prepaid pursuant to the provisions of this Article shall be canceled by the Trustee and shall not be redelivered.

ARTICLE V

FUNDS AND ACCOUNTS; RENTAL PAYMENTS

Section 5.01 Pledge; Base Rental Payment Fund. (a) Subject only to the provisions of this Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, in order to secure the County's obligations hereunder and under the

Lease Agreement, the County hereby irrevocably pledges to the Owners, and grants a lien on and a security interest in, all of its right, title and interest, if any, in and to all amounts on deposit from time to time in the funds and accounts established hereunder (other than the Rebate Fund), which amounts shall be used for the payment of the Base Rental Payments, in accordance with the terms hereof and of the Lease Agreement. Said pledge shall constitute a first lien on and security interest in such assets, which shall immediately attach to such assets and be effective, binding and enforceable against the County, its successors, purchasers of any of such assets, creditors and all others asserting rights therein, to the extent set forth in, and in accordance with, this Trust Agreement, irrespective of whether those parties have notice of the pledge of, lien on and security interest in such assets and without the need for any physical delivery, recordation, filing or further act.

(b) It is the intent of the parties hereto that the Corporation not have any right, title or interest in or to the amounts on deposit from time to time in the funds and accounts established hereunder. If, contrary to the intent of the parties hereto, the Corporation is found to have any right, title or interest in or to any such amounts, then, subject only to the provisions of this Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, the Corporation hereby irrevocably pledges to the Owners, and grants a lien on and a security interest in, all of its right, title and interest, if any, in and to all amounts on deposit from time to time in the funds and accounts established hereunder (other than the Rebate Fund). Said pledge shall constitute a first lien on and security interest in such assets, which shall immediately attach to such assets and be effective, binding and enforceable against the Corporation, its successors, purchasers of any of such assets, creditors and all others asserting rights therein, to the extent set forth in, and in accordance with, this Trust Agreement, irrespective of whether those parties have notice of the pledge of, lien on and security interest in such assets and without the need for any physical delivery, recordation, filing or further act.

(c) 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 with the Trustee within one Business Day after the receipt thereof. All Base Rental Payments paid by the County shall be deposited by the Trustee in the Base Rental Payment Fund, which the Trustee shall establish and maintain. The moneys in the Base Rental Payment fund shall be held in trust by the Trustee for the benefit of the Owners and shall be disbursed only for the purposes and uses herein authorized. Any Net Proceeds of rental interruption insurance received with respect to the Property shall be deposited in the Base Rental Payment Fund.

Section 5.02 Deposit of Base Rental Payments. The Trustee shall transfer the amounts on deposit in the Base Rental Payment Fund, at the times and in the manner hereinafter provided, to the following respective funds, each of which the Trustee hereby agrees to establish and maintain. The moneys in each of such funds shall be held in trust by the Trustee and shall be disbursed only for the purposes and uses herein authorized.

(a) *Interest Fund.* (i) Within the Interest Fund, the Trustee shall create the Series 2018 Certificates Capitalized Interest Account. Moneys in the Series 2018 Certificates Capitalized Interest Account shall be used to pay a [portion] of interest on the Series 2018 Certificates to the extent necessary until the earlier of (i) the date that is [six] months following the filing of the Certificate of County certifying completion of the Project with the Trustee as set

forth in Section 3.03(c), or (ii) _____, 20___. If after the date that is six months following the filing of the Certificate of County is prior to _____, 20___, there is any remaining balance in the Series 2018 Certificate Capitalized Interest Account not required for the payment of interest on the Series 2018 Certificates prior to the date that is [six] months following the filing of the Certificate of County, the County shall use or allocate to the extent permitted by the Code said amount to be used toward the Project or to any purpose approved by Special Counsel.

(b) The Trustee, on each Interest Payment Date, shall deposit in the Interest Fund that amount of moneys representing the portion of the Base Rental Payments designated as the interest component coming due on such Interest Payment Date. On each Interest Payment Date, the Trustee shall withdraw from the Interest Fund for payment to the Owners of the Series 2018 Certificates the interest evidenced by the Series 2018 Certificates coming due on such Interest Payment Date.

(c) *Principal Fund.* The Trustee, on each Principal Payment Date, shall deposit in the Principal Fund that amount of moneys representing the portion of the Base Rental Payments designated as principal components coming due on such Principal Payment Date. On each Principal Payment Date, the Trustee shall withdraw from the Principal Fund for payment to the Owners of the Series 2018 Certificates the principal evidenced by the Series 2018 Certificates due and payable on such Principal Payment Date.

(d) *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 Lease Agreement, shall deposit in the Prepayment Fund that amount of moneys representing the portion of the Base Rental Payments designated as prepaid Base Rental Payments. Additionally, the Trustee shall deposit in the Prepayment Fund any amounts required to be deposited therein pursuant to Section 6.01 or Section 6.02 hereof. Moneys in the Prepayment Fund shall be used by the Trustee for the purpose of paying the interest, premium, if any, and principal evidenced by the Series 2018 Certificates to be prepaid.

(e) All money remaining in the Base Rental Payment Fund on the Business Day immediately following each Interest Payment Date (to the extent not required to pay the interest and principal then due and payable with respect to the Series 2018 Certificates) shall remain therein, except that any such money shall be withdrawn from the Base Rental Payment Fund on such date by the Trustee and transferred to the Reserve Fund to the extent the amount in the Reserve Fund is less than the Reserve Fund Requirement. Any money remaining in the Base Rental Payment Fund, after prepayment or payment of all Series 2018 Certificates, including accrued interest, if any, and payment of any applicable fees and expenses of the Trustee, or provision for such prepayment or payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee from the Base Rental Payment Fund and remitted to the County for the County's sole use.

Section 5.03 Rebate Fund. (a) The Trustee shall establish and maintain a special fund designated the "Rebate Fund." There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Certificate, as specified in a Written Request of the County. All money at any time deposited in the Rebate Fund 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. Notwithstanding defeasance of the Series 2018 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 Rebate Fund shall be governed exclusively by this Section and by the Tax Certificate (which is incorporated herein by reference). The Trustee shall have no liability or responsibility to review, or enforce compliance by the County with, the terms of the Tax Certificate. The Trustee may conclusively rely upon the County's determinations, calculations and certifications required by the Tax Certificate. The Trustee shall have no responsibility to independently make any calculation or determination or to review the County's calculations.

(b) Any funds remaining in the Rebate Fund after payment in full of all of the principal and interest evidenced by the Series 2018 Certificates and after payment of any amounts described in this Section, shall be withdrawn by the Trustee and remitted to the County.

Section 5.04 Reserve Fund.

(a) The County agrees to establish and maintain with the Director of Finance so long as any Certificates are Outstanding a separate fund designated the "Reserve Fund." Within the Reserve Fund, the County shall establish and maintain a separate account designated the "Series 2018 Certificates Reserve Account" and may establish and maintain one or more additional Reserve Accounts, each of which may secure one or more Series of Certificates, pursuant hereto and to the Supplemental Trust Agreement authorizing the execution and delivery thereof. In connection with the execution and delivery of Additional Certificates, there shall be deposited in the Reserve Account established and/or maintained for such Additional Certificates, as applicable, the amount required to be deposited therein under the Supplemental Trust Agreement pursuant to which such Additional Certificates are issued.

(b) The County may substitute a Reserve Facility for all or part of the moneys on deposit in any Reserve Account by depositing such Reserve Facility with the Director of Finance, provided that, at the time of such substitution, the amount on deposit in such Reserve Account, together with the amount available under all Reserve Facilities on deposit in such Reserve Account, shall be at least equal to the Reserve Fund Requirement for such Reserve Account. Moneys for which a Reserve Facility has been substituted as provided herein shall be transferred, at the election of the County, to the Prepayment Account for the purpose of prepaying the related Series of Certificates or, upon receipt of an Opinion of Counsel that such transfer will not, in and of itself, result in the inclusion of interest on Outstanding Tax-Exempt Certificates in gross income for federal income tax purposes, to the County and applied to the payment of capital costs of the County. Amounts on deposit in any Reserve Account which were not derived from payments under any Reserve Facility credited to such Reserve Account to satisfy a portion of the Reserve Fund Requirement for such Reserve Account shall be used and withdrawn by the County prior to using and withdrawing any amounts derived from payments under such Reserve Facility. In order to accomplish such use and withdrawal of such amounts not derived from payments under any such Reserve Facility, the County shall, as and to the extent necessary, liquidate any investments purchased with such amounts.

(c) In the event that, on the second Business Day prior to a date on which the Trustee is to transfer money from the Base Rental Payment Fund to the Interest Funds pursuant to

subsection (a) of Section 5.01 hereof or to the Principal Funds pursuant to subsection (b) of Section 5.01 hereof, amounts in the Base Rental Payment Fund are insufficient for such purpose, the County shall withdraw from each Reserve Account, to the extent of any funds therein, the amount of the insufficiency of the related Series of Certificates, and shall transfer any amounts so withdrawn first to the Trustee for deposit to the related Interest Fund and then to the related Principal Fund. If the amount on deposit in any Reserve Account is not sufficient to make such transfer, the County shall make a claim under any available Reserve Facility, in accordance with the provisions thereof, in order to obtain an amount sufficient to allow the County to make such transfer as and when required.

(d) In the event of any transfer from a Reserve Account or the making of any claim under a Reserve Facility, the County shall, within two Business Days thereafter, provide written notice to the Trustee of the amount and the date of such transfer or claim; provided, however, that such notice need not be provided if such transfer is made pursuant to subsection (f) or subsection (g) of this Section.

(e) If the sum of the amount on deposit in any Reserve Account, plus the amount available under all available Reserve Facilities held for such Reserve Account, is less than the Reserve Fund Requirement for such Reserve Account, the first of Base Rental Payments thereafter received from the County under the Lease Agreement and not needed to pay the principal and interest components on the Certificates on the next Interest Payment Date or Principal Payment Date shall be used, first, to reinstate the amounts available under any Reserve Facilities that have been drawn upon and, second, to increase the amount on deposit in the Reserve Accounts, so that the amount available under all available Reserve Facilities, when added to the amount on deposit in the Reserve Fund, shall equal the Reserve Requirement for each Reserve Account; provided, however, that such Base Rental Payments shall be allocated among all Reserve Accounts ratably without preference or priority of any kind, according to each Reserve Account's percentage share of the total deficiencies in all Reserve Accounts.

(f) If, as a result of the payment of the principal and interest components of any Series of Certificates, the Reserve Fund Requirement applicable to such Series of Certificates is reduced, amounts on deposit in the applicable Reserve Account in excess of such reduced Reserve Fund Requirement shall be transferred to the related Interest Fund(s) and Principal Fund(s) of the Base Rental Payment Fund as directed in a Request of the County.

(g) On any date on which Certificates of a Series are defeased in accordance with Article XI hereof, the County shall transfer any moneys in the related Reserve Account in excess of the applicable Reserve Fund Requirement resulting from such defeasance to the Trustee to be applied to such defeasance.

(h) Moneys, if any, on deposit in a Reserve Account shall be withdrawn and applied by the County and transferred to the Trustee for the final payments of the principal and interest components of the Series of Certificates secured by such Reserve Account.

(i) All money on deposit in any Reserve Account in excess of the Reserve Fund Requirement shall, on or before [] 1 and [] 1 of each year (beginning on [] 1, 20__), be withdrawn by the Director of Finance from such Reserve Account and transferred to the

Trustee for deposit by the Trustee in the Base Rental Payment Fund; and for this purpose all investments in any Reserve Account shall be valued on [___] 1 and [___] 1 of each year (beginning on [___] 1, 20__) at the face value thereof if such investments mature within twelve (12) months from the date of valuation, or if such investments mature more than twelve (12) months after the date of valuation, at the price at which such investments are redeemable by the holder, at his option, if so redeemable, or if not so redeemable, at the market value of such investments.

The County and the Corporation (to the extent of their rights, if any, in the Reserve Fund, although it is the intent of the parties hereto that the Corporation not have any right, title or interest in or to the Reserve Fund) hereby pledge and grant a first and exclusive lien on and a security interest in the money in any Reserve Account to the Director of Finance for the benefit of the Owners of the related Series of Certificates secured by such Reserve Account in order to secure the County's obligation to pay the allocable Base Rental Payments under the Lease Agreement.

Section 5.05 Investments. (a) Except as otherwise provided herein, 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 only in Permitted Investments, and in the absence of such direction shall be invested by the Trustee in Permitted Investments described in paragraph (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 and, if no such Written Request of the County is so received, the Trustee shall hold such moneys uninvested. The Trustee may act as principal or agent in the acquisition or disposition of any such investment. 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 redemption 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 redemption. Permitted Investments that are registerable securities shall be registered in the name of the Trustee.

(b) Permitted Investments purchased with funds on deposit in the Base Rental Payment Fund shall mature not later than the payment date immediately succeeding the investment. Permitted Investments purchased with funds on deposit in the Prepayment Fund shall either be held uninvested or invested in Defeasance Securities that mature on or prior to the prepayment date on which such funds are to be applied to the prepayment of Certificates.

(c) Subject to the provisions of Section 5.03 hereof, all interest, profits and other income received from the investment of moneys in any fund or account established pursuant to this Trust Agreement shall be retained therein.

(d) All investments of amounts deposited in any fund or account established hereunder shall be valued at the market value thereof. In determining market value of Permitted Investments, the Trustee may use and rely conclusively and without liability upon any generally

recognized pricing information service (including brokers and dealers in securities) available to it.

(e) The County acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the County the right to receive brokerage confirmations of security transactions as they occur, at no additional cost, the County will not receive such confirmation to the extent permitted by law. The Trustee will furnish the County periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

ARTICLE VI

COVENANTS

Section 6.01 Application of Net Proceeds. (a) If the Property or any portion thereof shall be damaged or destroyed, subject to the further requirements of this Section, the County shall, as expeditiously as possible, continuously and diligently prosecute or cause to be prosecuted the repair or replacement thereof, unless the County elects not to repair or replace the Property or the affected portion thereof in accordance with the provisions hereof.

(b) The Net Proceeds of any insurance (other than Net Proceeds of rental interruption insurance), including the proceeds of any self-insurance, received on account of any damage or destruction of the Property or a portion thereof shall as soon as possible be deposited with the Trustee and be held by the Trustee in a special account and made available for and, to the extent necessary, shall be applied to the cost of repair or replacement of the Property or the affected portion thereof upon receipt of a Written Request of the County, together with invoices therefor. Pending such application, such proceeds may be invested by the Trustee as directed by the County in Permitted Investments that mature not later than such times as moneys are expected to be needed to pay such costs of repair or replacement.

(c) Notwithstanding the foregoing, the County shall, within 60 days of the occurrence of the event of damage or destruction, notify the Trustee in writing as to whether the County intends to replace or repair the Property or the portions of the Property which were damaged or destroyed. If the County does intend to replace or repair the Property or portions thereof, the County shall deposit with the Trustee the full amount of any insurance deductible to be credited to the special account referred to in subsection (b) of this Section.

(d) If such damage, destruction or loss was such that there resulted a substantial interference with the County's right to the use or occupancy of the Property and an abatement in whole or in part of Rental Payments results (or would result if moneys were not available for the payment of the Rental Payments in any of the funds and accounts established under the Trust Agreement) from such damage or destruction pursuant to Section 3.07 of the Lease Agreement, then the County shall be required either to (i) apply sufficient funds from the insurance proceeds and other legally available funds to the replacement or repair of the Property or the portions thereof which have been damaged to the condition which existed prior to such damage or destruction, or (ii) apply sufficient funds from the insurance proceeds and other legally available funds to the prepayment, as set forth in Section 4.01(a) hereof, in full of all the Outstanding

Certificates or all of those Outstanding Certificates which evidence that portion of the Base Rental Payments which are abated as a result of the damage or destruction. If the County is required to apply funds from the insurance proceeds and other legally available funds to be applied to the prepayment of Certificates in accordance with clause (ii) above, the County shall direct the Trustee, in a Written Request of the County, to transfer the funds to be applied to such prepayment to the Prepayment Fund and the Trustee shall transfer such funds to the Prepayment Fund. Any proceeds of any insurance, including the proceeds of any self-insurance remaining after the portion of the 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 as required by clause (i) above or the prepayment of Certificates as required by clause (ii) above, in each case as evidenced by a Written Certificate of the County to such effect, shall, 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 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 Lease Agreement in the then current Rental Period or any subsequent Rental Period and the fair replacement value of the Property after such damage or destruction is at least equal to the sum of the then unpaid principal components of Base Rental Payments, be paid to the County to be used for any lawful purpose.

(e) The proceeds of any award in eminent domain with respect to the Property shall be deposited by the Trustee in the Prepayment Fund and applied to the prepayment of Outstanding Certificates pursuant to Section 4.01(a) hereof.

Section 6.02 Title Insurance. Proceeds of any policy of title insurance received by the Trustee in respect of the Property shall be applied and disbursed by the Trustee as follows:

(a) if the County determines that the title defect giving rise to such proceeds has not substantially interfered with its use and occupancy of the Property and will not result in an abatement of Rental Payments payable by the County under the Lease Agreement, such proceeds shall be remitted to the County, upon Written Request of the County to the Trustee, and used for any lawful purpose thereof; or

(b) if the County determines that the title defect giving rise to such proceeds has substantially interfered with its use and occupancy of the Property and would result in an abatement in whole or in part of Rental Payments payable by the County under the Lease Agreement, then the County shall, in a Written Request of the County, direct the Trustee to, and 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(a) hereof.

Section 6.03 Compliance with Trust Agreement. Each of the Corporation and the County shall faithfully comply with, keep, observe and perform all the agreements, conditions, covenants and terms contained in this Trust Agreement required to be complied with, kept, observed and performed by it.

Section 6.04 Compliance with Ground Lease and Lease Agreement. Each of the Corporation and the County shall faithfully comply with, keep, observe and perform all the agreements, conditions, covenants and terms contained in the Ground Lease and the Lease Agreement required to be complied with, kept, observed and performed by it and, together with the Trustee, shall enforce the Ground Lease and the Lease Agreement against the other party thereto in accordance with their respective terms.

Section 6.05 Observance of Laws and Regulations. The Corporation, the County and the Trustee shall 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 6.06 Other Liens. (a) The County shall keep the 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, and free from any claim or liability which materially impairs the County in conducting its business or utilizing the 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 so comply within such ten-day period) may defend against any and all actions or proceedings, 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 obligation hereunder 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.

(b) The Corporation and the Trustee shall not encumber the Property other than in accordance with the Ground Lease, the Lease Agreement, this Trust Agreement and the Assignment Agreement.

(c) None of the Trustee, the Corporation or the County shall create or suffer to be created any pledge of or lien on the amounts on deposit in any of the funds or accounts created hereunder, other than the pledge and lien hereof.

Section 6.07 Prosecution and Defense of Suits. The County shall promptly, upon request of the Trustee or any Owner, take such action from time to time as may be necessary or proper to remedy or cure any cloud upon or defect in the title to the Property or any part thereof, whether now existing or hereafter developing, shall prosecute all actions, suits or other proceedings as may be appropriate for such purpose and shall indemnify and save the Trustee and every Owner harmless from all cost, damage, expense or loss, including attorneys' fees,

which they or any of them may incur by reason of any such cloud, defect, action, suit or other proceeding.

Section 6.08 Recordation. The County shall record, or cause to be recorded, with the appropriate county recorder, the Lease Agreement, the Ground Lease and the Assignment Agreement, or memoranda thereof.

Section 6.09 Tax Covenants. (a) The County shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of interest evidenced by the Series 2018 Certificates and any Tax-Exempt Additional Certificates under Section 103 of the Code. Without limiting the generality of the foregoing, the County will comply with the requirements of the Tax Certificate, which is incorporated herein as if fully set forth herein. This covenant shall survive payment in full or defeasance of the Series 2018 Certificates and any Tax-Exempt Additional Certificates.

(b) In the event that at any time the County is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the Trustee in any of the funds or accounts established hereunder, the County shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the County shall provide to the Trustee an Opinion of Counsel to the effect that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest evidenced by the Series 2018 Certificates and any Tax-Exempt Additional Certificates, the Trustee may conclusively rely on such opinion in complying with the requirements of this Section and of the Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

Section 6.10 Continuing Disclosure. The County shall comply with and carry out all of the provisions of the Continuing Disclosure Agreement applicable to it. Notwithstanding any other provision of this Trust Agreement, failure of the County to comply with the Continuing Disclosure Agreement shall not constitute an Event of Default hereunder; provided, however, that the Trustee may (and, at the written direction of the Owners of at least 25% of the aggregate amount of principal evidenced by Outstanding Certificates and upon being indemnified to its reasonable satisfaction, shall) or any Owner or Beneficial Owner of the Certificates may take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 6.11 Further Assurances. Whenever and so often as requested to do so by the Trustee or any Owner, the Corporation and the County shall 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 Ground Lease or the Lease Agreement.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01 **Events of Default.** The occurrence of an Event of Default under the Lease Agreement shall constitute an Event of Default under this Trust Agreement.

Section 7.02 **Action on Default.** In each and every case during the continuance of an Event of Default hereunder, the Trustee may, and, at the direction of the Owners of not less than a majority of the aggregate amount of principal evidenced by Certificates then Outstanding, shall, exercise any of the remedies granted to the Corporation under the Lease Agreement and, in addition, 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 this 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 hereof.

Section 7.03 **Other Remedies of the Trustee.** Subject to the provisions of Section 7.02 hereof, 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 or the Corporation or any member, director, officer or employee thereof, and to compel the County or the Corporation or any such member, director, officer or employee to perform or carry out its or his or her duties under law and the agreements and covenants required to be performed by it or him or her contained herein;

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

(c) by suit in equity upon the happening of any Event of Default hereunder to require the County and the Corporation to account as if it or they were the trustee or trustees of an express trust.

Section 7.04 **Non-Waiver.** (a) 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 as the Trustee shall deem expedient.

(b) 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, then subject to any adverse determination, the Trustee, such Owner, the Corporation and the County 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. Subject to the provisions of Section 7.02 hereof, 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 in 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 to the Owners. The Corporation 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 of the other agreements and covenants required to be performed by it contained in the Lease Agreement, the Ground 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 Application of Amounts After Default. Upon the occurrence and during the continuance of an Event of Default hereunder, moneys held by the Trustee in the funds and accounts established hereunder (other than the Rebate Fund) and all payments received by the Trustee with respect to the rental of the Property (including, without limitation, any proceeds received in connection with the sale, assignment or sublease of the Corporation's right, title and interest in the Ground Lease), and all damages or other payments received by the Trustee for the enforcement of any rights and powers of the Trustee under Article VII of the Lease Agreement, 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 8.06 hereof;

(b) to the payment of all amounts then due for interest evidenced by the Certificates, in respect of which, or for the benefit of which, money has been collected (other than Certificates which have 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 of interest evidenced by such Certificates due and payable; and

(c) to the payment of all amounts then due for principal evidenced by the Certificates, in respect of which, or for the benefit of which, money has been collected (other than Certificates which have 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 of principal evidenced by such Certificates due and payable.

Section 7.08 Trustee May Enforce Claims Without Possession of Certificates. All rights of action and claims under this 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 7.09 Limitation on Suits. No Owner of any Certificate shall have any right to institute any proceeding, judicial or otherwise, with respect to this Trust Agreement, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless (a) such Owner shall have previously given written notice to the Trustee of a continuing Event of Default hereunder, (b) the Owners of not less than 25% of the aggregate amount of principal evidenced by Certificates then Outstanding 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, (c) such Owner or Owners shall 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, (d) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity shall have failed to institute any such proceedings, and (e) no direction inconsistent with such written request shall have been given to the Trustee during such 60 day period by the Owners of a majority of the aggregate amount of principal evidenced by Certificates then Outstanding; 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 this 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 this Trust Agreement, except in the manner herein provided and for the equal and ratable benefit of all the Owners of Certificates.

Section 7.10 Bankruptcy Matters. (a) Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Certificates or the rights of any Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Owner in any such proceeding without the approval of the Owners so affected.

(b) When the Trustee incurs expenses or renders services after the occurrence or during the continuance of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

ARTICLE VIII

THE TRUSTEE

Section 8.01 Duties of the Trustee. The Trustee shall, prior to an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are expressly and specifically set forth in this Trust Agreement. The Trustee shall, during the existence of any Event of Default which has not been cured or waived, exercise such of the rights and powers vested in it by this 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 such person's own affairs.

Section 8.02 Removal; Resignation; Successor Trustees; Qualifications; Merger and Consolidation.

(a) The County may by an instrument in writing, 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 (i) requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority of the aggregate amount of principal evidenced by the Certificates at the time Outstanding (or their attorneys duly authorized in writing), or (ii) the Trustee shall cease to be eligible in accordance with subsection (d) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee.

(b) The Trustee may at any time resign by giving written notice of such resignation by first class mail, postage prepaid, to the County and the Corporation, and to the Owners at the respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the County shall promptly appoint a successor Trustee by an instrument in writing.

(c) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee; provided, however, that any successor Trustee shall be qualified as provided in subsection (d) of this Section. If no qualified successor Trustee shall have been appointed and have accepted appointment within 45 days following notice of removal or notice of resignation as aforesaid, the removed or resigning Trustee or any Owner (on behalf of such Owner and all other Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Trust Agreement shall signify its acceptance of such appointment by executing and delivering to the County, the Corporation and its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the written request of the County, the Corporation or the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Trust Agreement and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the successor Trustee shall, within 15 days after such acceptance, mail, by first class mail postage prepaid, a notice of the succession of such Trustee to the trusts hereunder to the Owners at the addresses shown on the Registration Books.

(d) The Trustee shall be a bank, national banking association or trust company incorporated or organized under the laws of the United States of America or any state thereof, having (or if such bank, national banking association or trust company is a member of a bank holding company system, its parent bank holding company shall have) a combined capital and

surplus of at least \$75,000,000, and subject to supervision or examination by federal or state agency. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining agency above referred to, then for the purpose of this subsection the combined capital and surplus of such bank, national banking association 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.

In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (d), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

(e) Any bank, national banking association or trust company into which the Trustee may be merged or converted or with which it may be consolidated or any bank, national banking association or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national banking association or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank, national banking association or trust company shall be eligible under subsection (d) of this Section shall be the successor to such Trustee, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto anything herein to the contrary notwithstanding.

Section 8.03 Liabilities of the Trustee. (a) The recitals of facts herein shall be taken as statements of the County, and the Trustee shall not assume responsibility for the correctness of the same. The Trustee shall, however, be responsible for its representations contained in the Certificates. The Trustee makes no representations as to the validity or sufficiency of this Trust Agreement, the Ground Lease, the Lease Agreement, or of the assignment made to it by the Assignment Agreement, or in respect of the security afforded by this Trust Agreement, and the Trustee shall incur no responsibility in respect thereof. The Trustee shall be under no responsibility or duty with respect to (i) the delivery of the Certificates for value, (ii) the application of the proceeds thereof except to the extent that such proceeds are received by it in its capacity as Trustee, or (iii) the application of any moneys paid to the County or others in accordance with this Trust Agreement, except as to the application of any moneys paid to it in its capacity as Trustee. The permissive rights of the Trustee to do things enumerated in this Trust Agreement, the Ground Lease or the Lease Agreement shall not be construed as duties, and the Trustee shall not be liable in connection with the performance of its duties hereunder or thereunder, except for its own negligence or willful misconduct. The Trustee may become the Owner of Certificates with the same rights it would have if it were not Trustee, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners, whether or not such committee shall represent the Owners of a majority of the aggregate amount of principal evidenced by the Certificates then Outstanding.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(c) The Trustee shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Trust Agreement, the Ground Lease or the Lease Agreement. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority of the aggregate amount of principal evidenced by the Certificates at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Trust Agreement, the Ground Lease or the Lease Agreement.

(d) No provision of this Trust Agreement, the Ground Lease or the Lease Agreement or any other document related hereto shall require the Trustee to risk or advance its own funds.

(e) The immunities and protections extended to the Trustee also extend to its directors, officers, employees and agents.

(f) The Trustee may execute any of its powers or duties hereunder and under the Ground Lease and the Lease Agreement through attorneys, agents or receivers and shall not be answerable for the actions of such attorneys, agents or receivers if selected by it with reasonable care.

(g) Before taking action under Article VII hereof or this Article or upon the direction of the Owners, the Trustee may require indemnity satisfactory to the Trustee be furnished to it to protect it against all fees and expenses, including those of its attorneys and advisors, and protect it against all liability it may incur, including any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances.

(h) The Trustee shall not be deemed to have knowledge of an Event of Default hereunder or an event of default under the Lease Agreement unless it has actual knowledge thereof.

(i) The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Certificates.

(j) The Trustee's rights to immunities, indemnifications and protection from liability hereunder and under the Ground Lease and the Lease Agreement and its rights to payment of its fees and expenses shall survive its resignation or removal and final payment or defeasance of the Certificates. All indemnifications and releases from liability granted herein or in the Lease Agreement to the Trustee shall extend to its directors, officers, employees and agents.

(k) Notwithstanding the effective date of this Trust Agreement or anything to the contrary in this Trust Agreement, the Trustee shall have no liability or responsibility for any act or event relating to this Trust Agreement which occurs prior to the date the Trustee formally commences acting as Trustee hereunder.

Section 8.04 Right to Rely on Documents. (a) Upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bonds or other paper or document furnished to it pursuant to any provision of this Trust Agreement, the Ground Lease or the Lease Agreement, the Trustee shall examine such instrument to determine whether it conforms to the requirements, if any, of this Trust Agreement, the Ground Lease or the Lease Agreement, as applicable, and, if the Trustee so determines, the Trustee may conclusively rely, and shall be fully protected in acting upon, any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) Whenever in the administration of the duties imposed upon it by this Trust Agreement, the Trustee shall deem it necessary or desirable that a legal matter be established prior to taking or suffering any action hereunder, under the Ground Lease or under the Lease Agreement (including with respect to compliance herewith or therewith of amendments hereto or thereto), the Trustee may consult with counsel, who may be counsel to the County or the Corporation, with regard to such legal matter, and the opinion of such counsel shall be full and complete authorization and protection in respect of any such action taken or suffered by it hereunder in good faith and in accordance therewith.

(c) Whenever in the administration of the duties imposed upon it by this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, under the Ground Lease or under the Lease Agreement, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the County, and such Written Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Trust Agreement, the Ground Lease or the Lease Agreement in reliance upon such Written Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

Section 8.05 Accounting Records; Documents. (a) The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with prudent corporate trust industry standards, in which accurate entries shall be made of all transactions made by it relating to the proceeds of the Certificates, the Base Rental Payments received by it and all funds and accounts established by it pursuant to this Trust Agreement. Such books of record and account shall be available for inspection by the County and the Corporation during regular business hours and upon reasonable notice and under reasonable circumstances as agreed to by the Trustee. The Trustee shall deliver to the County a monthly accounting of the funds and accounts it holds under this Trust Agreement; provided, however, that the Trustee shall not be obligated to deliver an accounting for any fund or account that (i) has a balance of zero, and (ii) has not had any activity since the last reporting date.

(b) All documents received by the Trustee under the provisions of this Trust Agreement shall be retained in its possession and shall be available for inspection by the County and the Corporation during regular business hours and upon reasonable notice and under reasonable circumstances as agreed to by the Trustee.

Section 8.06 Compensation and Indemnification. The County shall, pursuant to a pre-approved fee letter, pay to the Trustee from time to time all reasonable compensation for all services rendered under this Trust Agreement, and all reasonable expenses, charges and legal fees and other disbursements (including those of its attorneys, agents and employees), incurred in and about the performance of its powers and duties under this Trust Agreement. The County shall, to the extent permitted by law, indemnify and save the Trustee harmless against any liabilities, losses, costs, expenses (including legal fees and expenses), claims, suits, judgments or damages which it may incur in the exercise and performance of its powers and duties hereunder, under the Ground Lease or under the Lease Agreement, including the enforcement of any remedies and the defense of any suit, and which are not due to the Trustee's negligence or its willful misconduct.

ARTICLE IX

SUPPLEMENTAL TRUST AGREEMENTS

Section 9.01 Supplemental Trust Agreements. (a) This Trust Agreement and the rights and obligations of the Corporation, the County, the Trustee and the Owners hereunder may be modified or amended from time to time and at any time by a Supplemental Trust Agreement, which the Corporation, the County and the Trustee may enter into when there are filed with the Trustee the written consents of the Owners of a majority of the aggregate amount of principal evidenced by the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 11.06 hereof. No such modification or amendment shall (i) extend the stated Principal Payment Date of any Certificate or reduce the rate of interest applicable to the interest evidenced thereby or extend the time of payment of such interest or reduce the principal evidenced thereby or change the prepayment terms and provisions or the provisions regarding delivery of notice of prepayment without the prior written consent of the Owner of each Certificate so affected, (ii) permit any pledge of, or the creation of any lien on, security interest in or charge or other encumbrance upon the assets pledged under this Trust Agreement prior to or on a parity with the pledge contained in, and the lien and security interest created by, this Trust Agreement or deprive the Owners of the pledge contained in, and the lien and security interest created by, this Trust Agreement, except as expressly provided in this Trust Agreement, without the consent of the Owners of all of the Certificates then Outstanding, (iii) modify any of the rights or obligations of the Trustee without the prior written consent of the Trustee, or (iv) amend this Section without the prior written consent of the Owners of all Certificates then Outstanding.

(b) This Trust Agreement and the rights and obligations of the Corporation, the County, the Trustee and the Owners hereunder may also be modified or amended from time to time and at any time by a Supplemental Trust Agreement, which the Corporation, the County and the Trustee may enter into, but without the consent of any Owners, for any one or more of the following purposes:

(i) to add to the covenants and agreements of the Corporation or the County contained in this Trust Agreement, other covenants and agreements thereafter to be observed, to provide additional security for the Certificates (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the Corporation or the County;

(ii) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Trust Agreement that the Corporation or the County may deem desirable or necessary and not inconsistent herewith, provided that such modification or amendment does not materially adversely affect the rights or interests of the Owners hereunder;

(iii) to make such additions, deletions or modifications as may be necessary or appropriate to assure the exclusion from gross income for federal income tax purposes of interest evidenced by the Certificates;

(iv) to permit the qualification of this Trust Agreement under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect;

(v) in any other respect whatsoever as the Corporation or the County may deem necessary or desirable, provided that such modification or amendment does not materially adversely affect the rights or interests of the Owners; or

(vi) to authorize the execution and delivery of Additional Certificates pursuant to Section 2.11 and 2.12.

(c) Promptly after the execution by the Corporation, the County and the Trustee of any Supplemental Trust Agreement, the Trustee shall mail a notice (the form of which shall be furnished to the Trustee by the County), by first class mail postage prepaid, setting forth in general terms the substance of such Supplemental Trust Agreement, to the Owners at the respective addresses shown on the Registration Books. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Trust Agreement.

Section 9.02 Effect of Supplemental Trust Agreement. Upon the execution of any Supplemental Trust Agreement pursuant to this Article, this Trust Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Trust Agreement of the Corporation, the County, the Trustee and the Owners shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Trust Agreement shall be deemed to be part of the terms and conditions of this Trust Agreement for any and all purposes.

Section 9.03 Endorsement of Certificates; Preparation of New Certificates. Certificates delivered after the effective date of any Supplemental Trust Agreement pursuant to this Article may and, if the Corporation or the County so determines, shall, bear a notation by endorsement or otherwise in form approved by the Corporation, the County and the Trustee as to any modification or amendment provided for in such Supplemental Trust Agreement, and, in that case, upon demand of the Owner of any Certificate Outstanding at the time of such effective date and presentation of such Certificate for such purpose at the Principal Office of the Trustee a suitable notation shall be made on such Certificates. If the Supplemental Trust Agreement shall so provide, new Certificates so modified as to conform, in the opinion of the Corporation, the County and the Trustee, to any modification or amendment contained in such Supplemental

Trust Agreement, shall be prepared, or caused to be prepared, by the Corporation and the County and executed by the Trustee and, in that case, upon demand of the Owner of any Certificate Outstanding at the time of such effective date, and presentation of such Certificate for such purpose at the Principal Office of the Trustee, such a new Certificate evidencing the same principal, interest at the same interest rate and with the same stated Principal Payment Date shall be exchanged for such Owner's Certificate so surrendered.

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

ARTICLE X

DEFEASANCE

Section 10.01 Discharge of Trust Agreement. (a) If there shall be paid (i) to the Owners of all Outstanding Certificates the principal, interest and premium, if any, evidenced thereby at the times and in the manner stipulated herein and therein, and (ii) all other amounts due hereunder and under the Lease Agreement, then the Owners shall cease to be entitled to the pledge of the assets provided for herein, and, except as otherwise provided in Section 8.03(j) hereof, all agreements, covenants and other obligations of the Corporation and the County hereunder shall thereupon cease, terminate and become void and this Trust Agreement shall be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Corporation and the County all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the County all money or securities held by it pursuant hereto which are not required for the payment of the principal, interest and premium, if any, evidenced by the Certificates.

(b) Subject to the provisions of subsection (a) of this Section, when any Certificate shall have been paid and if, at the time of such payment, each of the Corporation and the County shall have kept, performed and observed all of the covenants and promises in this Trust Agreement and the Lease Agreement required or contemplated to be kept, performed and observed by it or on its part on or prior to that time, then this Trust Agreement shall be considered to have been discharged in respect of such Certificate and such Certificate shall cease to be entitled to the pledge of the assets provided herein for herein, and all agreements, covenants and other obligations of the Corporation and the County hereunder shall cease, terminate, become void and be completely discharged and satisfied as to such Certificate.

(c) Notwithstanding the discharge and satisfaction of this Trust Agreement or the discharge and satisfaction of this Trust Agreement in respect of any Certificate, those provisions of this Trust Agreement relating to the payment of the principal, interest and premium, if any, evidenced by Certificates, exchange and transfer of Certificates, replacement of mutilated, destroyed, lost or stolen Certificates, the safekeeping and cancellation of Certificates, and the duties of the Trustee in connection with all of the foregoing, shall remain in effect and shall be binding upon the Trustee and the Owners of such Certificate, and the Trustee shall continue to be obligated to hold in trust any moneys or investments then held by the Trustee for the payment of the principal, interest and premium, if any, evidenced by such Certificate, and to pay to the

Owner of such Certificate the funds so held by the Trustee as and when such payment becomes due.

Section 10.02 Certificates Deemed To Have Been Paid. (a) If moneys shall have been set aside and held by the Trustee for the payment or prepayment of the principal evidenced by any Certificate and the payment of the interest evidenced thereby to the stated Principal Payment Date or prepayment date thereof, such Certificate shall be deemed to have been paid within the meaning and with the effect provided in Section 10.01 hereof. Any Outstanding Certificate shall prior to its stated Principal Payment Date or the prepayment date thereof be deemed to have been paid within the meaning of and with the effect expressed in Section 10.01 hereof if (i) in case any of such Certificates is to be prepaid on any date prior to its stated Principal Payment Date, the County shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail, on a date in accordance with the provisions of Section 4.03 hereof, notice of prepayment of such Certificate on said prepayment date, said notice to be given in accordance with Section 4.03 hereof, (ii) there shall have been deposited with the Trustee either (A) money in an amount which shall be sufficient, or (B) Defeasance Securities, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which shall be sufficient to pay when due the interest evidenced by such Certificate to become due on and prior to its stated Principal Payment Date or the prepayment date thereof, as the case may be, and the principal and premium, if any, evidenced by such Certificate, and (iii) in the event such Certificate is not by its terms subject to prepayment within the next succeeding 60 days, the County shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the Owner of such Certificate that the deposit required by clause (ii) above has been made with the Trustee and that such Certificate is deemed to have been paid in accordance with this Section and stating stated Principal Payment Date or prepayment date upon which money is to be available for the payment of the principal and premium, if any, evidenced by such Certificate.

(b) No Certificate shall be deemed to have been paid pursuant to clause (ii) of subsection (a) of this Section unless the County shall have caused to be delivered to the County and the Trustee (i) an executed copy of a Verification Report with respect to such deemed payment, addressed to the County and the Trustee, in form and in substance acceptable to the County and the Trustee, (ii) a copy of the escrow agreement entered into in connection with the deposit pursuant to clause (ii)(B) of subsection (a) of this Section resulting in such deemed payment, which escrow agreement shall provide that no substitution of Defeasance Securities shall be permitted except with other Defeasance Securities and upon delivery of a new Verification Report and no reinvestment of Defeasance Securities shall be permitted except as contemplated by the original Verification Report or upon delivery of a new Verification Report, and (iii) a copy of an Opinion of Counsel, dated the date of such deemed payment and addressed to the County and the Trustee, in form and in substance acceptable to the County and the Trustee, to the effect that such Certificate has been paid within the meaning and with the effect expressed in this Trust Agreement, this Trust Agreement has been discharged in respect of such Certificate and all agreements, covenants and other obligations of the County and the Corporation hereunder as to such Certificate have ceased, terminated, become void and been completely discharged and satisfied.

Section 10.03 Unclaimed Moneys. Any moneys held by the Trustee in trust for the payment and discharge of the principal, interest or premium, if any, evidenced by any Certificates which remain unclaimed for two years after the date when such principal, interest or premium has 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 such principal, interest or premium became payable, shall be repaid by the Trustee, without liability for interest, to the County as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owner of such Certificate shall look only to the County for the payment of such principal, interest or premium.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Benefits of Trust Agreement. Nothing contained herein, expressed or implied, is intended to give to any Person other than the Trustee, the Corporation, the County and the Owners any right, remedy or right under or pursuant hereto, and any agreement, condition, covenant or term required herein to be observed or performed by or on behalf of the County or the Corporation shall be for the sole and exclusive benefit of the Trustee and the Owners.

Section 11.02 Successor Deemed Included in all References to Predecessor. Whenever the Trustee, the Corporation or the County, 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 Trustee, the Corporation or the County, or such officer, and all agreements, conditions, covenants and terms required hereby to be observed or performed by or on behalf of the Trustee, the Corporation, if any, or the County, or any officer thereof, shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 11.03 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 Corporation, the County 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 Corporation, the County and the Trustee hereby declare that they would have executed this Trust Agreement, and each and every Article, Section, paragraph, subsection, 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, subsections, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 11.04 Notices. All written notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder shall be given

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: Mono County
PO Box 556
Courthouse Annex II
Bridgeport, CA 93517
Attention: [_____]

If to the Corporation: County of Mono Economic Development Corporation
c/o Mono County
PO Box 556
Courthouse Annex II
Bridgeport, CA 93517
Attention: [_____]

If to the Trustee: U.S. Bank National Association
[633 West Fifth Street, 24th Floor
Los Angeles, CA 90071]
Attention: [_____]

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 given by courier or delivery service or if personally served or delivered, upon delivery, (b) if given by telecopier, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, or (d) if given by any other means, upon delivery at the address specified in this Section.

Section 11.05 Execution of Documents by Owners. (a) Any request, consent or other instrument required or permitted by this Trust Agreement to be signed and executed by Owners may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by each such Owners in Person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, shall be sufficient for any purpose of this Trust Agreement and shall be conclusive in favor of the County, the Corporation and the Trustee if made in the manner provided in this Section. The fact and date of the execution by any Person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the Person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

(b) The ownership of any Certificates and the principal evidenced thereby, stated Principal Payment Date, number and date of owning the same may be proved by the Registration Books.

(c) Any request, consent, or other instrument or writing of the Owner of any Certificate shall bind every future Owner of the same Certificate and the Owner of every Certificate issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the County, the Corporation and the Trustee in accordance therewith or reliance thereon.

Section 11.06 Disqualified Certificates. In determining whether the Owners of the requisite aggregate amount of principal evidenced by the Certificates have concurred in any demand, request, direction, consent or waiver under this Trust Agreement, Certificates which are actually known by the Trustee to be owned or held by or for the account of the County, or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the County shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, unless all Certificates are owned or held by or for the account of the County, or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the County, in which case such Certificates shall be considered Outstanding for the purpose of such determination. Certificates so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Certificates and that the pledgee is not a Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the County or any other obligor on the Certificates. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee. Upon request of the Trustee, the County shall specify in a Written Certificate of the County delivered to the Trustee which Certificates, if any, are, as of the date of such Written Certificate, owned or held by or for the account of the County, or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the County.

Section 11.07 Destruction of Certificates. Whenever in this Trust Agreement provision is made for the cancellation by the Trustee and the delivery to the Corporation or the County of any Certificates, the Trustee shall, in lieu of such cancellation and delivery, destroy such Certificates.

Section 11.08 Money Held for Particular Certificates. The money held by the Trustee for the payment of the principal, interest or premium due on any date with respect to particular Certificates (or portions of Certificates in the case of Certificates prepaid in part only) shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners entitled thereto, subject, however, to the provisions of Section 10.03 hereof but without any liability for interest thereon.

Section 11.09 Funds and Accounts. Any fund or account required to be established and maintained herein by the Trustee may be established and maintained in the accounting records of 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 and accounts 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 and the rights of the Owners. The Trustee may establish such funds and accounts as it deems necessary to perform its obligations hereunder.

Section 11.10 Business Days. 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 this Trust Agreement or the Lease 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 this Trust Agreement or the Lease Agreement and, unless otherwise specifically provided in this Trust Agreement or the Lease Agreement, no interest shall accrue for the period from and after such nominal date.

Section 11.11 Waiver of Personal Liability. No member, officer or employee of the County or the Corporation shall be individually or personally liable for the payment of the principal, interest or premium evidenced by the Certificates or be subject to any personal liability or accountability by reason of the execution and delivery thereof; but nothing herein contained shall relieve any such member, officer or employee from the performance of any official duty provided by any applicable provisions of law, by this Trust Agreement or by the Lease Agreement.

Section 11.12 Interpretation. (a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 11.13 Governing Law. This Trust Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.14 Execution in Counterparts. This 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.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

**U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE**

By: _____
Authorized Officer

**COUNTY OF MONO ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Title:
Name:

MONO COUNTY

By: _____
Title:
Name:

EXHIBIT A

FORM OF CERTIFICATE

No. R-

\$

**MONO COUNTY
CERTIFICATE OF PARTICIPATION
2018 SERIES A
(MONO COUNTY CIVIC CENTER)**

PAYMENT DATE	INTEREST RATE	DATED DATE	CUSIP NO.
[_____] 1, ____		December __, 2018	

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ **DOLLARS**

THIS IS TO CERTIFY that the Registered Owner of this Certificate of Participation (the "Certificate"), as identified above, is the owner of a direct, fractional undivided interest in certain base rental payments ("Base Rental Payments") payable under and pursuant to the Lease Agreement, dated as of December 1, 2018 (the "Lease Agreement"), by and between the Mono County (the "County"), a county and political subdivision of the State of California organized and existing under the laws of the State of California, as lessee, and the County of Mono Economic Development Corporation (the "Corporation"), a nonprofit public benefit corporation organized and existing under the laws of the State of California, as lessor. The rights of the Corporation under the Lease Agreement, including the right to receive the Base Rental Payments, have been assigned without recourse by the Corporation to U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States, as trustee (the "Trustee"), under the Master Trust Agreement, dated as of December 1, 2018 (the "Trust Agreement"), by and among the Trustee, the Corporation and the County.

This Certificate is one of the duly authorized Mono County Certificates of Participation 2018 Series A (Mono County Civic Center) (the "Certificates") evidencing principal in the aggregate amount of \$[_____] , executed pursuant to the terms of the Trust Agreement. The Certificates evidence direct, fractional undivided interests in Base Rental Payments payable under the Lease Agreement. The Certificates are being executed and delivered to prepay certain lease payments.

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, duties and immunities of the Trustee, 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, to all of which provisions the Registered Owner by acceptance hereof, assents and agrees. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Trust Agreement.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Trust Agreement and any right of prepayment as provided herein or therein, on the Payment Date set forth above, upon surrender of this Certificate at the Principal Office of the Trustee, the Principal Amount specified above, evidencing the Registered Owner's interest in the Base Rental Payments designated as principal components coming due on the Payment Date, and to receive on [] 1 and [] 1 of each year commencing [] 1, 20__ (the "Interest Payment Dates"), interest accrued thereon at the Interest Rate specified above, computed on the basis of a 360-day year consisting of twelve 30-day months, until said Principal Amount is paid in full, evidencing the Registered Owner's interest in the Base Rental Payments designated as interest components coming due on each of said dates.

The interest evidenced by the Certificates shall be payable on each Interest Payment Date to and including their respective Principal Payment Dates 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. Interest evidenced by the Certificates shall be payable from the Interest Payment Date next preceding the date of execution and delivery thereof unless (i) a Certificate is executed and delivered on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event interest evidenced thereby shall be payable from such Interest Payment Date, (ii) a Certificate is executed and delivered on or before the first Record Date, in which event interest evidenced thereby shall be payable from the Delivery Date, or (iii) interest evidenced by any Certificate is in default as of the date of execution and delivery thereof, in which event interest evidenced thereby shall be payable from the date to which interest has previously been paid or duly provided for. Interest evidenced by the Certificates shall be paid in lawful money of the United States of America on each Interest Payment Date. Such interest shall be paid by check of the Trustee mailed by first-class mail, postage prepaid, on each Interest Payment Date to the Owners of the Certificates at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date. Notwithstanding the foregoing, interest evidenced by any Certificate that is not punctually paid or duly provided for on any Interest Payment Date shall, if and to the extent that amounts subsequently become available therefor, be paid on a payment date established by the Trustee to the Person in whose name the ownership of such Certificate is registered on the Registration Books at the close of business on a special record date to be established by the Trustee for the payment of such interest, notice of which shall be given to such Owner not less than ten days prior to such special record date.

The principal evidenced by the Certificates shall be payable in lawful money of the United States of America on their respective Principal Payment Dates in each year, upon presentation and surrender thereof at the Principal Office of the Trustee, 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.

The Certificates are subject to prepayment on the dates, at the redemption prices and pursuant to the terms set forth in the Trust Agreement. Notice of prepayment of any Certificate or any portion thereof shall be given as provided in the Trust Agreement.

The Certificates are authorized to be executed and delivered in the form of fully registered certificates in Authorized Denominations (\$5,000 or any integral multiple thereof).

This Certificate may be transferred or exchanged by the Registered Owner hereof, in Person or by his or her attorney duly authorized in writing, at the Principal Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement.

The Trust Agreement and the rights and obligations of the Corporation, the County, the Trustee and the Owners may be modified or amended in the manner, to the extent, and upon the terms provided in the Trust Agreement.

The Trust Agreement contains provisions permitting the County to make provision for the payment of the principal of and the interest and premium, if any, evidenced by the Certificates so that such Certificates shall no longer be deemed to be Outstanding under the terms of the Trust Agreement.

In no event shall this Certificate, or the payments an interest in which is evidenced hereby, be deemed to be liabilities or obligations of the Trustee.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company to the Trustee for registration of transfer, exchange or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

The County has certified that all acts, conditions and things required by the statutes of the State of California and the Trust Agreement to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Certificate do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the Trustee is duly authorized to execute and deliver this Certificate.

IN WITNESS WHEREOF, this Certificate has been executed by the manual signature of an authorized signatory of the Trustee as of the date set forth below.

Date: December __, 2018

**U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE**

By: _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____ whose address and social security or other tax identifying number is _____, the within-mentioned Certificate and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated:

Signature Guaranteed:

Note: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

Note: The signature(s) on 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.

EXHIBIT B

[PERMITTED INVESTMENTS]

“Permitted Investments” means the following:

(1) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America);

(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
- 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;

(4) U.S. dollar denominated deposit accounts, federal funds and bankers’ acceptances and bank deposit products (so long as such products have the same payment priority as short term certificates of deposit) with domestic commercial banks (which may include the Trustee and its affiliates) which have a rating on their short term certificates of deposit on the date of purchase of “P-1” by Moody’s and “A-1” or “A-1+” by S&P 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), or which are fully insured by the Federal Deposit Insurance Corporation;

(5) Commercial paper which is rated at the time of purchase in the single highest classification, “P-1” by Moody’s and “A-1+” by S&P and which matures not more than 270 calendar days after the date of purchase;

(6) Investments in a money market fund rated “AAAm” or “AAAm-G” or better by S&P, including a fund for which the Trustee, its parent holding company, if any, or any affiliates or subsidiaries of the Trustee provide investment advisory or other management services;

(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 Moody’s or S&P or any successors thereto; 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 paragraph (1) or (2) above, 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 “Aa/AA1” or general obligations of states with a rating of “A2/A” or higher by both Moody’s and S&P;

(9) Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least “Aa3” by Moody’s and “AA-” by S&P; provided, that, by the terms of the investment agreement:

(a) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days’ prior notice;

(b) the investment agreement shall state that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

(c) the Trustee or the County receive the opinion of domestic counsel that such investment agreement is legal, valid and binding and enforceable against the provider in accordance with its terms and of foreign counsel (if applicable);

(d) the investment agreement shall provide that if during its term (i) the provider’s rating by either Moody’s or S&P falls below “Aa3” or “AA-,” respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (A) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider’s books) to the Trustee or a holder of the collateral, collateral free and clear of any third-party liens or claims the market value of which collateral is

maintained at levels and upon such conditions as would be acceptable to Moody's and S&P to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (B) repay the principal of and accrued but unpaid interest, on the investment, and (ii) the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A3" or "A-," respectively, the provider must, at the direction of the County or the Trustee, within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Trustee;

(e) the investment agreement shall state, and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the holder of collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the holder of collateral is in possession); and

(f) the investment agreement must provide that if during its term (i) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the County or the Trustee, be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Trustee, and (ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc., the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Trustee.

EXHIBIT C

**FORM OF WRITTEN REQUEST FOR PAYMENT FROM [PROJECT FUND][COSTS
OF ISSUANCE FUND]**

[U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, CA 90071]

RE: Disbursement from the Master Trust Agreement, dated as of December 1, 2018 (the "Trust Agreement"), by and among Mono County, California, County of Mono Economic Development Corporation and U.S. Bank National Association

REQUISITION NO. _____

You are hereby instructed to pay to the parties listed on Exhibit A hereto the sum listed opposite such parties names as a payment for the items listed on the Schedule attached hereto and the expenses incidental thereto as evidenced by the invoices attached hereto (including reimbursement to the County for certain of such costs or expenses) as provided in the Trust Agreement identified above. This cost has been properly incurred, is a proper charge under the Trust Agreement and has not been the basis of any previous disbursements.

I hereby certify that:

- (i) an obligation in the stated amount has been properly incurred under and pursuant to the Agreement (as such term is defined in the Trust Agreement);
- (ii) no event of default has occurred and is continuing.

Very truly yours,

Authorized County Representative

Exhibit A

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

NIXON PEABODY LLP
300 South Grand Avenue, Suite 4100
Los Angeles, California 90071
Attention: Rudy Salo, Esq.

GROUND LEASE

by and between

MONO COUNTY,
as Lessor

and the

COUNTY OF MONO
ECONOMIC DEVELOPMENT CORPORATION,
as Lessee

Related to
\$[____]
Mono County
Certificates of Participation 2018 Series A
(Mono County Civic Center)

Dated as of December 1, 2018

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE

GROUND LEASE

This **GROUND LEASE** (this “Ground Lease”), executed and entered into as of December 1, 2018, is by and between the MONO COUNTY, a county and political subdivision of the State of California organized and existing under and by virtue of the laws of the State of California (the “County”), as lessor, and the COUNTY OF MONO ECONOMIC DEVELOPMENT CORPORATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California (the “Corporation”), as lessee.

RECITALS

WHEREAS, the County desires to finance certain costs of the construction of the Mono County Civic Center Project (the “Project”);

WHEREAS, in order to finance the Project, the County will lease certain real property and the improvements thereto (the “Property”) to the Corporation pursuant this Ground Lease, and the County will sublease the Property back from the Corporation pursuant to a Lease Agreement, dated as of the date hereof (the “Lease Agreement”), which is recorded concurrently herewith;

WHEREAS, the Property is more particularly described in Exhibit A hereto;

WHEREAS, the County and the Corporation have determined that it would be in the best interests of the County and the Corporation to finance the Project through the sale and delivery of Mono County Certificates of Participation 2018 Series A (Mono County Civic Center), evidencing direct, fractional undivided interests in the base rental payments to be made by the County under the Lease Agreement; 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 Ground Lease 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 Ground Lease;

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

Except as otherwise defined herein, or unless the context clearly otherwise requires, words and phrases defined in Section 1.01 of the Lease Agreement shall have the same meanings in this Ground Lease.

ARTICLE II

LEASE OF THE PROPERTY; RENTAL

Section 2.01. Lease of Property. The County hereby leases to the Corporation, and the Corporation hereby leases from the County, for the benefit of the Owners of the Certificates, the Property, subject only to Permitted Encumbrances, to have and to hold for the term of this Ground Lease.

Section 2.02. Rental. (a) The Mono County Economic Development Corporation shall pay, or cause to be paid, to the County as and for rental of the Property hereunder, the sum of not to exceed \$[_____] (the "Ground Lease Payment"). The Ground Lease Payment shall be paid from the proceeds of the Certificates; provided, however, that in the event the available proceeds of the Certificates are not sufficient to enable the Corporation to pay such amount in full, the remaining amount of the Ground Lease Payment shall be reduced to an amount equal to the amount of such available proceeds.

(b) The Trustee shall deposit the Ground Lease Payment in one or more separate funds or accounts to be held and administered for the purpose of the costs of the Project. The Corporation and the County hereby find and determine that the amount of the Ground Lease Payment does not exceed the fair market value of the leasehold interest in the Property which is conveyed hereunder by the County to the Corporation. No other amounts of rental shall be due and payable by the Corporation for the use and occupancy of the Property under this Ground Lease.

ARTICLE III

QUIET ENJOYMENT

The parties intend that the Property will be leased back to the County pursuant to the Lease Agreement for the term thereof. Subject to any rights the County may have under the Lease Agreement (in the absence of an event of default) to possession and enjoyment of the Property, the County hereby covenants and agrees that it will not take any action to prevent the Corporation from having quiet and peaceable possession and enjoyment of the Property during the term hereof and will, at the request of the Corporation and at the County's cost, to the extent that it may lawfully do so, join in any legal action in which the Corporation asserts its right to such possession and enjoyment.

ARTICLE IV

SPECIAL COVENANTS AND PROVISIONS

Section 4.01. Waste. The Corporation agrees that at all times that it is in possession of the Property, it will not commit, suffer or permit any waste on the Property, and that it will not willfully or knowingly use or permit the use of the Property for any illegal purpose or act.

Section 4.02. Further Assurances and Corrective Instruments. The County and the Corporation agree that they will, from time to time, execute, acknowledge and deliver, or cause

to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intention of this Ground Lease, the Lease Agreement, the Assignment Agreement and the Master Trust Agreement.

Section 4.03. Waiver of Personal Liability. (a) All liabilities under this Ground Lease on the part of the Corporation shall be solely liabilities of the Corporation as a nonprofit public benefit corporation, and the County hereby releases each and every director, officer and employee of the Corporation of and from any personal or individual liability under this Ground Lease. No director, officer or employee of the Corporation shall at any time or under any circumstances be individually or personally liable under this Ground Lease to the County or to any other party whomsoever for anything done or omitted to be done by the Corporation hereunder.

(b) All liabilities under this Ground Lease on the part of the County shall be solely liabilities of the County as a county and municipal corporation, and the Corporation hereby releases each and every member, officer and employee of the County of and from any personal or individual liability under this Ground Lease. No member, officer or employee of the County shall at any time or under any circumstances be individually or personally liable under this Ground Lease to the Corporation or to any other party whomsoever for anything done or omitted to be done by the County hereunder.

Section 4.04. Taxes. The County covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Property.

Section 4.05. Right of Entry. The County reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time to inspect the same.

Section 4.06. Representations of the County. The County represents and warrants to the as follows:

(a) the County has the full power and authority to enter into, to execute and to deliver this Ground Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Ground Lease;

(b) except for Permitted Encumbrances, the Property is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the use of the Property for governmental purposes as contemplated by the County;

(c) all taxes, assessments or impositions of any kind with respect to the Property, except current taxes, have been paid in full; and

(d) the Property is necessary to the County in order for the County to perform its governmental functions.

Section 4.07. Representations of the Corporation. The Corporation represents and warrants that the Corporation has the full power and authority to enter into, to execute and to deliver this Ground Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution and delivery of this Ground Lease.

ARTICLE V

ASSIGNMENT, SELLING AND SUBLEASING

Section 5.01. Assignment, Selling and Subleasing. This Ground Lease may be assigned or sold, and the Property may be subleased, as a whole or in part, by the Corporation, without the necessity of obtaining the consent of the County, if an event of default occurs under the Lease Agreement. The Corporation shall, within 30 days after such an assignment, sale or sublease, furnish or cause to be furnished to the County a true and correct copy of such assignment, sublease or sale, as the case may be.

Section 5.02. Restrictions on County. The County agrees that, except with respect to Permitted Encumbrances, it will not mortgage, sell, encumber, assign, transfer or convey the Property or any portion thereof during the term of this Ground Lease.

ARTICLE VI

IMPROVEMENTS

Title to all improvements made on the Property during the term hereof shall vest in the County.

ARTICLE VII

TERM; TERMINATION

Section 7.01. Term. The term of this Ground Lease shall commence as of the date of commencement of the term of the Lease Agreement and shall remain in full force and effect from such date to and including ____ 1, 20__, unless such term is extended or sooner terminated as hereinafter provided.

Section 7.02. Extension; Early Termination. If, on ____ 1, 20__, the Certificates shall not be fully paid, or provision therefor made in accordance with Article X of the Trust Agreement, or the Trust Agreement shall not be discharged by its terms, or if the Rental Payments payable under the Lease Agreement shall have been abated at any time, then the term of this Ground Lease shall be automatically extended until the date upon which all Certificates shall be fully paid, or provision therefor made in accordance with Article X of the Trust Agreement, and the Trust Agreement shall be discharged by its terms, except that the term of this Ground Lease shall in no event be extended more than ten years. If, prior to ____ 1, 20__, all Certificates shall be fully paid, or provisions therefor made in accordance with Article X of the Trust Agreement, and the Trust Agreement shall be discharged by its terms, the term of this Ground Lease shall end simultaneously therewith.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Binding Effect. This Ground Lease shall inure to the benefit of and shall be binding upon the County, the Corporation and their respective successors and assigns.

Section 8.02. Severability. In the event any provision of this Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.03. Amendments; Substitution and Release. This Ground Lease may be amended, changed, modified, altered or terminated only in accordance with the provisions of Section 8.01 of the Lease Agreement. The County shall have the right to substitute alternate real property for the Property or to release portions of the Property as provided in Section 8.03 of the Lease Agreement.

Section 8.04. Assignment. The Corporation and County acknowledge that the Corporation has assigned its right, title and interest in and to this Ground Lease to the Trustee pursuant to the Assignment Agreement, dated as of the date hereof, and recorded concurrently herewith. The County consents to such assignment.

Section 8.05. Captions. The captions or headings in this Ground Lease are for convenience only and in no way define or limit the scope or intent of any provision of this Ground Lease.

Section 8.06. Governing Laws. This Ground Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 8.07. Execution in Counterparts. This Ground Lease may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Ground Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

MONO COUNTY,
as Lessor

By: _____
Title:
Name:

**COUNTY OF MONO ECONOMIC
DEVELOPMENT CORPORATION,**
as Lessee

By: _____
Title:
Name:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
MONO COUNTY)

On _____, 2018, before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [SEAL]

EXHIBIT A
DESCRIPTION OF THE PROPERTY

EXHIBIT B
MAP OF THE PROPERTY

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

NIXON PEABODY LLP
300 South Grand Avenue, Suite 4100
Los Angeles, California 90071
Attention: Rudy Salo, Esq.

LEASE AGREEMENT

by and between

COUNTY OF MONO
ECONOMIC DEVELOPMENT CORPORATION,
as Sublessor

And the

MONO COUNTY,
as Sublessee

Related to
\$[]
Mono County
Certificates of Participation 2018 Series A
(Mono County Civic Center)

Dated as of December 1, 2018

THIS TRANSACTION IS EXEMPT FROM FILING FEES PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 27383 AND TRANSFER TAXES PURSUANT TO CALIFORNIA REVENUE AND TAXATION CODE SECTION 11928

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LEASE AGREEMENT

This LEASE AGREEMENT (the “Lease Agreement”), dated as of December 1, 2018, is by and between the COUNTY OF MONO ECONOMIC DEVELOPMENT CORPORATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California (the “Corporation”), as sublessor, and the MONO COUNTY, a county and political subdivision of the State of California organized and existing under and by virtue of the laws of the State of California (the “County”), as sublessee.

RECITALS

WHEREAS, the County desires to finance certain costs of the construction of the Mono County Civic Center Project (the “Project”);

WHEREAS, in order to finance the Project, the County will lease certain real property and the improvements thereto (the “Property”) to the Corporation pursuant to a Ground Lease, dated as of the date hereof, and the County will sublease the Property back from the Corporation pursuant to this Lease Agreement;

WHEREAS, the County and the Corporation have determined that it would be in the best interests of the County and the Corporation to provide the funds necessary to finance the Project through the sale and delivery of Mono County Certificates of Participation 2018 Series A (Mono County Civic Center), evidencing direct, fractional undivided interests in the base rental payments to be made by the County under this Lease Agreement; 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 Lease 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 Lease Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease Agreement, have the meanings herein specified, which meanings shall be equally applicable to both the singular and plural forms of any of the terms herein defined. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Trust Agreement.

“Additional Rental Payments” means all amounts payable by the County as Additional Rental Payments pursuant to Section 3.03 hereof.

“Assignment Agreement” means the Assignment Agreement, dated as of December 1, 2018, by and between the Corporation and U.S. Bank National Association, as Trustee.

“Authorized County Representative” means [the County Administrative Officer of the County, the Auditor-Controller of the County, the Treasurer of the County] and any other Person authorized by the Board of Supervisors of the County to act on behalf of the County under or with respect to this Lease Agreement.

“Base Rental Deposit Date” means the second Business Day next preceding each Interest Payment Date.

“Base Rental Payment Schedule” means the schedule of Base Rental Payments payable by the County pursuant to Section 3.02 hereof and attached hereto as Exhibit B.

“Base Rental Payments” means all amounts payable to the Corporation from the County as Base Rental Payments pursuant to Section 3.02 hereof.

“Certificates” means the Mono County Certificates of Participation 2018 Series A (Mono County Civic Center) executed and delivered by the Trustee pursuant to the Trust Agreement.

“Code” means the Internal Revenue Code of 1986.

“Corporation” means the County of Mono Economic Development Corporation, a nonprofit public benefit corporation organized and existing under the laws of the State, and its successors.

“County” means the Mono County, a county and political subdivision of the State organized and existing under the laws of the State, and its successors.

“Delivery Date” means December __, 2018.

“Event of Default” means, with respect to this Lease Agreement, any event or circumstance specified in 7.01 hereof as an Event of Default.

“Fair Rental Value” means, with respect to the Property, the annual fair rental value thereof.

“Fiscal Year” means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other twelve-month period hereafter selected and designated as the official fiscal year period of the County.

“Ground Lease” means the Ground Lease, dated as of December 1, 2018, by and between the County and the Corporation, as originally executed and as it may from time to time be amended in accordance with the provisions thereof and of the Lease Agreement.

“Independent Insurance Consultant” means a nationally recognized independent actuary, insurance company or broker that has actuarial personnel experienced in the area of

insurance for which the County is to be self-insured, as may from time to time be designated by the County.

“Interest Payment Date” means ___ 1 and ____ 1 of each year commencing ____ 1, 201__.

“Lease Agreement” means this Lease Agreement, dated as of December 1, 2018, by and between the County and the Corporation, as the same may be amended or supplemented pursuant to the provisions hereof.

“Net Proceeds” means any insurance proceeds or condemnation award in excess of \$50,000, paid with respect to any of the Property, remaining after payment therefrom of all reasonable expenses incurred in the collection thereof.

“Outstanding” has the meaning ascribed to such term in the Trust Agreement.

“Permitted Encumbrances” means with respect to the Property, as of any particular time (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the County may, pursuant to provisions of Section 6.06 hereof, permit to remain unpaid, (b) this Lease Agreement, (c) the Ground Lease, (d) the Assignment Agreement, (e) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law as normally exist with respect to properties similar to the Property for the purposes for which it was acquired or is held by the County, (f) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the Delivery Date, and (g) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the Delivery Date which the County certifies in writing do not affect the intended use of the Property or impair the security granted to the Trustee for the benefit of the Owners of the Certificates by the Trust Agreement.

“Project” means the construction of the Mono County Civic Center Project.

“Property” means the real property described in Exhibit A hereto, and any improvements thereto, subject to the provisions of Section 8.03 hereof relating to the substitution or release of the Property.

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

“Rental Period” means the period from the Delivery Date through June 30, [2018] and, thereafter, the twelve-month period commencing on July 1 of each year during the term of this Lease Agreement.

“Scheduled Termination Date” means ____ 1, 20__.

“State” means the State of California.

“Trust Agreement” means the Master Trust Agreement, dated as of December 1, 2018, by and among U.S. Bank National Association, as Trustee, the Corporation and the County, as originally executed and as it may from time to time be modified or amended by any Supplemental Trust Agreement.

“Trustee” means U.S. Bank National Association, as trustee under the Trust Agreement, or any successor thereto as trustee thereunder, substituted in its place as provided therein.

“Written Certificate” and **“Written Request”** of the County mean, respectively, a written certificate or written request signed in the name of the County by an Authorized County Representative. Any such request 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.

ARTICLE II

LEASE OF PROPERTY; TERM

Section 2.01. Lease of Property. (a) The Corporation hereby leases to the County and the County hereby leases from the Corporation the Property, on the terms and conditions hereinafter set forth, and subject to all Permitted Encumbrances.

(b) The leasing of the Property by the County to the Corporation pursuant to the Ground Lease shall not effect or result in a merger of the County’s leasehold estate in the Property as lessee under this Lease Agreement and its leasehold or fee estate, as applicable, in the Property as lessor under the Ground Lease, and the Corporation shall continue to have a leasehold estate in the Property pursuant to the Ground Lease throughout the term thereof and hereof. This Lease Agreement shall constitute a sublease with respect to the Property. The leasehold interest in the Property granted by the County to the Corporation pursuant to the Ground Lease is and shall be independent of this Lease Agreement; this Lease Agreement shall not be an assignment or surrender of the leasehold interest in the Property granted to the Corporation under the Ground Lease.

Section 2.02. Occupancy; Term. (a) The County shall take possession of the Property on the Delivery Date.

(b) The term of this Lease Agreement shall commence on the Delivery Date and shall end on the Scheduled Termination Date, unless such term is extended or sooner terminated as provided herein.

(c) If all of the Property shall be taken under the power of eminent domain, and the County does not elect to cause alternate real property to be substituted for all or a portion of the Property pursuant to, and in accordance with the provisions of, Section 8.03 hereof, as provided in clause (i) of Section 5.07(c) hereof but, rather, elects to deliver or cause to be delivered any award made in eminent domain proceedings for such taking to the Trustee for the application to the prepayment, pursuant to Section 4.01(a) of the Trust Agreement, of all or a portion of the Outstanding Certificates, as provided in clause (ii) of Section 5.07(c) hereof, then,

on the date that possession thereof shall be so taken, the term of this Lease Agreement shall terminate.

(d) If, prior to the Scheduled Termination Date, all Certificates shall be fully paid, or deemed paid in accordance with Article X of the Trust Agreement, then, on the date of such payment or deemed payment, the term of this Lease Agreement shall terminate.

(e) If on the Scheduled Termination Date, the Rental Payments payable hereunder shall have been abated at any time and for any reason, then the term of this Lease Agreement shall be extended until the date upon which all such Rental Payments shall have been paid in full, except that the term of this Lease Agreement shall in no event be extended more than ten years beyond the Scheduled Termination Date.

(f) Upon the termination of the term of this Lease Agreement (other than as provided in Section 7.01 hereof), and the first date upon which the Certificates are no longer Outstanding, all right, title and interest in and to the Property shall vest in the County. Upon any such termination or expiration, the Corporation shall execute such conveyances, deeds and other documents as may be necessary to effect such vesting of record.

ARTICLE III

RENTAL PAYMENTS

Section 3.01. Rental Payments. (a) Rental Payments, consisting of Base Rental Payments and Additional Rental Payments, shall be paid by the County to the Corporation for and in consideration of the right to use and occupy the Property and in consideration of the continued right to the quiet use and enjoyment thereof during each Rental Period for which such Rental Payments are to be paid.

(b) The obligation of the County to make the Rental Payments, including the Base Rental Payments, does not constitute a debt of the County or of the State or of any political subdivision thereof within the meaning of any constitutional or statutory debt limit or restriction, and does not constitute an obligation for which the County or the State is obligated to levy or pledge any form of taxation or for which the County or the State has levied or pledged any form of taxation.

(c) If the term of this Lease Agreement shall have been extended pursuant to Section 2.02 hereof, the obligation of the County to pay Rental Payments shall continue to and including the Base Rental Deposit Date preceding the date of termination of this Lease Agreement, as so extended.

Section 3.02. Base Rental Payments. (a) The County, subject to the provisions of Section 3.07 hereof, shall pay Base Rental Payments to the Corporation in the amounts at the times specified in the Base Rental Payment Schedule. A portion of the Base Rental Payments shall constitute principal components and a portion of the Base Rental Payments shall constitute interest components, as specified in the Base Rental Payment Schedule. The interest components of the Base Rental Payments shall be paid by the County as and constitute interest paid on the principal components of the Base Rental Payments.

(b) If the term of this Lease Agreement shall have been extended pursuant to Section 2.02 hereof, the obligation of the County to pay Rental Payments shall continue to and including the date of termination of this Lease Agreement as so extended. Upon such extension, the principal and interest components of the Base Rental Payments shall be established so that the principal components will in the aggregate be sufficient to pay all extended and unpaid principal components and the interest components will in the aggregate be sufficient to pay all extended and unpaid interest components; provided, however, that the Rental Payments payable in any Rental Period shall not exceed the annual fair rental value of the Property.

Section 3.03. Additional Rental Payments. (a) The County shall also pay, as Additional Rental Payments, such amounts as shall be required for the payment of the following:

(i) all taxes and assessments of any type or nature charged to the Corporation or the County attributable to the Property or affecting the Property or the respective interests or estates of the Corporation or the County therein;

(ii) insurance premiums for all insurance required pursuant to Article V hereof; and

(iii) all other payments not constituting Base Rental Payments required to be paid by the County pursuant to the provisions of this Lease Agreement.

(b) Amounts constituting Additional Rental Payments payable hereunder shall be paid by the County directly to the person or persons to whom such amounts shall be payable. The County shall pay all such amounts when due or at such later time as such amounts may be paid without penalty or, in any other case, within 60 days after notice in writing from the Corporation to the County stating the amount of Additional Rental Payments then due and payable and the purpose thereof.

Section 3.04. Fair Rental Value. The parties hereto have agreed and determined that the Fair Rental Value of the Property is not less than \$[____] as of the Delivery Date. In making such determination of Fair Rental Value, consideration has been given to the uses and purposes which may be served by the Property and the benefits therefrom that will accrue to the County and the general public. Payments of the Rental Payments for the Property during each Rental Period shall constitute the total rental for said Rental Period.

Section 3.05. Payment Provisions. Each installment of Base Rental Payments payable hereunder shall be paid in lawful money of the United States of America to or upon the order of the Trustee, as the assignee of the Corporation at the Principal Office of the Trustee, or such other place or entity as the Trustee shall designate. Each Base Rental Payment shall be deposited with the Trustee, as the assignee of the Corporation, no later than the Base Rental Deposit Date preceding the Interest Payment Date on which such Base Rental Payment is due. Any Base Rental Payment which shall not be paid by the County when due and payable under the terms of this Lease Agreement shall bear interest from the date when the same is due hereunder until the same shall be paid a rate equal to the highest rate of interest evidenced by any of the Outstanding Certificates. Notwithstanding any dispute between the Corporation and the County, the County shall make all Rental Payments when due without deduction or offset of any kind and shall not

withhold any Rental Payments pending the final resolution of such dispute. In the event of a determination that the County was not liable for said Rental Payments or any portion thereof, said payments or excess of payments, as the case may be, shall be credited against subsequent Rental Payments due hereunder or refunded at the time of such determination. Amounts required to be deposited by the County with the Trustee pursuant to this Section on any date shall be reduced to the extent of available amounts on deposit in the Base Rental Payment Fund, the Interest Fund or the Principal Fund.

Section 3.06. Appropriations Covenant. The County shall take such action as may be necessary to include all Rental Payments due hereunder as a separate line item in its annual budgets and supplemental or revised budgets and to make necessary annual appropriations for all such Rental Payments. The covenants on the part of the County herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the County to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the County to carry out and perform the covenants and agreements in this Lease Agreement agreed to be carried out and performed by the County.

Section 3.07. Rental Abatement. (a) Except as otherwise specifically provided in this Section, during any period in which, by reason of material damage to, or destruction or condemnation of, the Property, or any defect in title to the Property, there is substantial interference with the County's right to use and occupy any portion of the Property, Rental Payments shall be abated proportionately, and the County waives the benefits of California Civil Code Sections 1932(1), 1932(2) and 1933(4) and any and all other rights to terminate this Lease Agreement by virtue of any such interference, and this Lease Agreement shall continue in full force and effect. The County and the Corporation shall, in a reasonable manner and in good faith, determine the amount of such abatement; provided, however, that the Rental Payments due for any Rental Period shall not exceed the annual fair rental value of that portion of the Property available for use and occupancy by the County during such Rental Period. Such abatement shall continue for the period commencing with the date of interference resulting from such damage, destruction, condemnation or title defect and, with respect to damage to or destruction of the Property, ending with the substantial completion of the work of repair or replacement of the Property, or the portion thereof so damaged or destroyed.

(b) Notwithstanding the foregoing, to the extent that Net Proceeds of rental interruption insurance are available for the payment of Rental Payments, Rental Payments shall not be abated as provided in subsection (a) of this Section but, rather, shall be payable by the County as a special obligation payable solely from such Net Proceeds.

Section 3.08. Prepayment. (a) The County may prepay all or a portion of the Base Rental Payments which are payable on or after ____ 1, 202__, from any source of available funds, on any date on or after ____ 1, 202__, by paying (i) all or a portion, as elected by the County, of the principal components of such Base Rental Payments, and (ii) the accrued but unpaid interest component of such Base Rental Payments to be prepaid to the date of such prepayment, without premium.

(b) The County may prepay, from any source of available funds, all or any portion of the Base Rental Payments by depositing with the Trustee moneys or securities as provided, and subject to the terms and conditions set forth, in Article X of the Trust Agreement sufficient to make such Base Rental Payments when due or to make such Base Rental payments through a specified date on which the County has a right to prepay such Base Rental Payments pursuant to subsection (a) of this Section, and to prepay such Base Rental Payments on such prepayment date, at a prepayment price determined in accordance with subsection (a) of this Section.

(c) If less than all of the Base Rental Payments are prepaid pursuant to this Section then, as of the date of such prepayment pursuant to subsection (a) of this Section, or the date of a deposit pursuant to subsection (b) of this Section, the principal and interest components of the Base Rental Payments shall be recalculated in order to take such prepayment into account, which recalculated amounts the County shall provide to the Trustee in a Written Certificate of the County. The County agrees that if, following a partial prepayment of Base Rental Payments, the Property is damaged or destroyed or taken by eminent domain, or a defect in title to the Property is discovered, the County shall not be entitled to, and by such prepayment waives the right of, abatement of such prepaid Base Rental Payments and the County shall not be entitled to any reimbursement of such Base Rental Payments.

(d) If all of the Base Rental Payments are prepaid in accordance with the provisions of this Lease Agreement then, as of the date of such prepayment pursuant to subsection (a) of this Section, or deposit pursuant to subsection (b) of this Section, the term of this Lease Agreement shall be terminated.

(e) Prepayments of Base Rental Payments made pursuant to this Section shall be applied to the prepayment of Certificates as provided in Section 4.01(a) of the Trust Agreement.

(f) Before making any prepayment pursuant to this Article, the County shall give written notice to the Trustee specifying (i) the portion, which may be all, of the principal component of each Base Rental Payment to be prepaid, and (ii) the date on which the prepayment will be made, which date shall be not less than 45 days prior to the prepayment date, unless such notice shall be waived by the Trustee.

ARTICLE IV

QUIET ENJOYMENT; MAINTENANCE; ALTERATIONS; LIENS

Section 4.01. Quiet Enjoyment. The parties hereto mutually covenant that the County, by keeping and performing the covenants and agreements herein contained, shall at all times during the term of this Lease Agreement peaceably and quietly have, hold and enjoy the Property without suit, trouble or hindrance from the Corporation.

Section 4.02. Net-Net-Net Lease. This Lease Agreement shall be deemed and construed to be a “net-net-net lease” and the County hereby agrees that the Rental Payments

shall be an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever and notwithstanding any dispute between the County and the Corporation.

Section 4.03. Right of Entry. The Corporation shall have the right to enter upon and to examine and inspect the Property during reasonable business hours (and in emergencies at all times) for any purpose connected with the Corporation's rights or obligations under this Lease Agreement, and for all other lawful purposes.

Section 4.04. Maintenance and Utilities. Throughout the term of this Lease Agreement, as part of the consideration for rental of the Property, all improvement, repair and maintenance of the Property shall be the responsibility of the County, and the County shall pay for or otherwise arrange for the payment of all utility services supplied to the Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, ventilation, air conditioning, water and all other utility services, and shall pay for or otherwise arrange for payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the County or any assignee or sublessee thereof. In exchange for the Rental Payments, the Corporation agrees to provide only the Property.

Section 4.05. Additions to Property. Subject to Section 4.07 hereof, the County and any sublessee shall, at its own expense, have the right to make additions, modifications and improvements to the Property. To the extent that the removal of such additions, modifications or improvements would not cause material damage to the Property, such additions, modifications and improvements shall remain the sole property of the County or such sublessee, and the Corporation shall not have any interest therein. Such additions, modifications and improvements shall not in any way damage the Property or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is at least equal to the value of the Property immediately prior to the making of such additions, modifications and improvements.

Section 4.06. Installation of County's Equipment. The County and any sublessee may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed items of equipment or other personal property in or upon the Property. All such items shall remain the sole property of the County or such sublessee, and the Corporation shall have no interest therein. The County or such sublessee may remove or modify such equipment or other personal property at any time, provided that such party shall repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items; and the Property, upon completion of any installations, modifications or removals made pursuant to this Section, shall be of a value which is at least equal to the value of the Property immediately prior to the making of such installations, modifications or removals. Nothing in this Lease Agreement shall prevent the County or any sublessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Property.

Section 4.07. Mechanics', Etc. Liens. In the event the County shall at any time during the term of this Lease Agreement cause any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Property, the County shall pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the County in, upon or about the Property and which may be secured by a mechanics', materialmen's or other lien against the Property or the Corporation's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that, if the County desires to contest any such lien, it may do so as long as such contest is in good faith. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, the County shall forthwith pay and discharge said judgment.

Section 4.08. Other Liens. The County shall keep the 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, and free from any claim or liability which materially impairs the County in conducting its business or utilizing the Property, and the Corporation at its option (after first giving the County ten days' written notice to comply therewith and failure of the County to so comply within such ten-day period) may defend against any and all actions or proceedings, 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 Corporation 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 obligation hereunder to perform such agreements and covenants. The Corporation 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.

ARTICLE V

INSURANCE; NET PROCEEDS; EMINENT DOMAIN

Section 5.01. Public Liability and Property Damage Insurance; Workers' Compensation Insurance. (a) The County shall maintain or cause to be maintained, throughout the term of this Lease Agreement, a standard comprehensive general liability insurance policy or policies in protection of the County, the Corporation and their respective board members, officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the use or ownership of the Property. Said policy or policies shall provide coverage in the minimum liability limits of \$1,000,000 for personal injury or death of each person and \$3,000,000 for personal injury or deaths of two or more persons in a single accident or event, and in a minimum amount of \$500,000 for damage to property (subject to a deductible clause of not to exceed \$100,000) resulting from a single accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of \$3,000,000 covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance

coverage carried or required to be carried by the County. The Net Proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the Net Proceeds of such insurance shall have been paid. The County's obligations under this subsection may be satisfied by self-insurance, provided that such self-insurance complies with the provisions of Section 5.04 hereof.

(b) The County shall maintain or cause to be maintained casualty insurance insuring the Property against fire, lightning and all other risks covered by an extended coverage endorsement (excluding earthquake and flood) to the full insurable value of the Property, subject to a \$100,000 loss deductible provision. Full insurable value shall not be less than the aggregate amount of principal evidenced by the Outstanding Certificates. The Net Proceeds of such casualty insurance shall be applied as provided in Section 5.05 hereof. The County's obligations under this subsection may be satisfied by self-insurance, provided that such self-insurance complies with the provisions of Section 5.04 hereof.

(c) The County shall maintain rental interruption insurance to cover the Corporation's loss, total or partial, of Base Rental Payments resulting from the loss, total or partial, of the use of any part of the Property as a result of any of the hazards required to be covered pursuant to subsection (b) of this Section in an amount not less than the product of two times the maximum amount of Base Rental Payments scheduled to be paid during any Rental Period. The Net Proceeds of such rental interruption insurance shall be applied to the payment of Rental Payments during the period in which, as a result of the damage or destruction to the Property that resulted in the receipt of such Net Proceeds, there is substantial interference with the County's right to the use or occupancy of the Property. The County's obligations under this subsection may not be satisfied by self-insurance.

(d) The insurance required by this Section shall be provided by reputable insurance companies with claims paying abilities determined, in the reasonable opinion of the County's professionally certified risk manager or an Independent Insurance Consultant, to be adequate for the purposes hereof.

Section 5.02. Title Insurance. The County shall provide, at its own expense, one or more CLTA title insurance policies for the Property, in the aggregate amount of not less than the aggregate amount of principal evidenced by the Outstanding Certificates. Said policy or policies shall insure (a) the fee interest of the County in the Property (b) the Corporation's ground leasehold estate in the Property under the Ground Lease, and (c) the County's leasehold estate hereunder in the Property, subject only to Permitted Encumbrances; provided, however, that one or more of said estates may be insured through an endorsement to such policy or policies. The Net Proceeds of such title insurance shall be applied as provided as provided in Section 5.06 hereof.

Section 5.03. Additional Insurance Provision; Form of Policies. (a) The County shall pay or cause to be paid when due the premiums for all insurance policies required by Section 5.01 hereof. All such policies shall contain a standard lessee clause in favor of the Trustee and the general liability insurance policies shall be endorsed to show the Trustee as an additional insured. All such policies shall provide that the Trustee shall be given 30 days' notice of the expiration thereof, any intended cancellation thereof or any reduction in the coverage provided

thereby. The Trustee 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 Trustee.

(b) The County shall cause to be delivered to the Trustee, on or before ____ of each year, commencing ____, 201_, a schedule of the insurance policies being maintained in accordance herewith and a Written Certificate of the County stating that such policies are in full force and effect and that the County is in full compliance with the requirements of this Article. The Trustee shall be entitled to rely upon said Written Certificate of the County as to the County's compliance with this Article. The Trustee shall not be responsible for the sufficiency of coverage or amounts of such policies.

Section 5.04. Self-Insurance. Any self-insurance maintained by the County pursuant to this Article shall comply with the following terms:

(a) the self-insurance program shall be approved in writing by the County's professionally certified risk manager or by an Independent Insurance Consultant;

(b) the self-insurance program shall include an actuarially sound claims reserve fund out of which each self-insured claim shall be paid, the adequacy of each such fund shall be evaluated on a bi-annual basis by the County's professionally certified risk manager or by an Independent Insurance Consultant and any deficiencies in any self-insured claims reserve fund shall be remedied in accordance with the recommendation of the County's professionally certified risk manager or such Independent Insurance Consultant, as applicable; and

(c) in the event the self-insurance program shall be discontinued, the actuarial soundness of its claims reserve fund, as determined by the County's professionally certified risk manager or by an Independent Insurance Consultant, shall be maintained.

Section 5.05. Damage or Destruction. (a) If the Property or any portion thereof shall be damaged or destroyed, the County shall, within 30 days of the occurrence of the event of damage or destruction, notify the Trustee in writing of the County's determination as to whether or not such damage or destruction will result in a substantial interference with the County's right to the use or occupancy of the Property and an abatement in whole or in part of Rental Payments pursuant to Section 3.07 hereof.

(b) If the County determines that such damage or destruction will not result in a substantial interference with the County's right to the use or occupancy of the Property and an abatement in whole or in part of Rental Payments pursuant to Section 3.07 hereof, the County shall, as expeditiously as possible, continuously and diligently prosecute or cause to be prosecuted the repair or replacement thereof.

(c) If the County determines that such damage or destruction will result in a substantial interference with the County's right to the use or occupancy of the Property and an abatement in whole or in part of Rental Payments pursuant to Section 3.07 hereof, then the County shall (i) apply sufficient funds from the Net Proceeds of any insurance (other than Net Proceeds of rental interruption insurance), including the proceeds of any self-insurance, received on account of such damage or destruction and other legally available funds to the repair or replacement of the Property or the portions thereof which have been damaged or destroyed to the

condition that existed prior to such damage or destruction, provided that, within 40 days of the occurrence of the event of damage or destruction, the County delivers to the Trustee a Written Certificate of the County (A) certifying that the County has sufficient funds to so complete such repair or replacement of the Property or such portions thereof and identifying such funds and the location thereof, and (B) stating that such funds will not be used for any other purpose until such repair or replacement is completed, (ii) within 60 days of the occurrence of the event of damage or destruction, cause alternate real property to be substituted for all or a portion of the Property pursuant to, and in accordance with the provisions of, Section 8.03 hereof, or (iii) within 60 days of the occurrence of the event of damage or destruction, deliver sufficient funds from such Net Proceeds and other legally available funds to the Trustee for the application to the prepayment, pursuant to Section 4.01(a) of the Trust Agreement (A) of all of the Outstanding Certificates, or (B) of such portion of the Outstanding Certificates as shall result in (I) the annual fair rental value of the Property after such damage or destruction, and after any repairs or replacements made as a result of such damage or destruction, as certified in a Written Certificate of the County delivered to the Trustee, being at least equal to 105% of the maximum amount of the Base Rental Payments coming due in the then current Rental Period or any subsequent Rental Period, and (II) the fair replacement value of the Property after such damage or destruction, and after any repairs or replacements made as a result of such damage or destruction, as certified in a Written Certificate of the County delivered to the Trustee, being at least equal to the aggregate amount of principal evidenced by the Certificates then Outstanding.

Section 5.06. Title Insurance. (a) If a defect in title to the Property results in the creation of a right to receive Net Proceeds under any policy of title insurance with respect to the Property or any portion thereof, the County shall, within 30 days of the creation of such right, notify the Trustee in writing of the County's determination as to whether or not such title defect will result in a substantial interference with the County's right to the use or occupancy of the Property and an abatement in whole or in part of Rental Payments pursuant to Section 3.07 hereof.

(b) If the County determines that such title defect will not result in a substantial interference with the County's right to the use or occupancy of the Property and an abatement in whole or in part of Rental Payments pursuant to Section 3.07 hereof, such Net Proceeds shall be remitted to the County and used for any lawful purpose thereof.

(c) If the County determines that such title defect will result in a substantial interference with the County's right to the use or occupancy of the Property and an abatement in whole or in part of Rental Payments pursuant to Section 3.07 hereof, then the County shall (i) within 60 days of the creation of such right to receive such Net Proceeds, cause alternate real property to be substituted for all or a portion of the Property pursuant to, and in accordance with the provisions of, Section 8.03 hereof, or (ii) immediately upon receipt thereof, deliver or cause to be delivered such Net Proceeds to the Trustee for the application to the prepayment, pursuant to Section 4.01(a) of the Trust Agreement, of all or a portion of the Outstanding Certificates.

Section 5.07. Eminent Domain. (a) If all or a portion of the Property shall be taken under the power of eminent domain, the County shall, no later than 45 days prior to the day that possession thereof shall be so taken, notify the Trustee in writing of the County's determination as to whether or not such taking will result in a substantial interference with the County's right to

the use or occupancy of the Property and an abatement in whole or in part of Rental Payments pursuant to Section 3.07 hereof.

(b) If the County determines that such taking will not result in a substantial interference with the County's right to the use or occupancy of the Property and an abatement in whole or in part of Rental Payments pursuant to Section 3.07 hereof, any award made in eminent domain proceedings for such taking shall be remitted to the County and used for any lawful purpose thereof.

(c) If the County determines that such taking will result in a substantial interference with the County's right to the use or occupancy of the Property and an abatement in whole or in part of Rental Payments pursuant to Section 3.07 hereof, then the County shall (i) no later than 45 days prior to the day that possession thereof shall be so taken, cause alternate real property to be substituted for all or a portion of the Property pursuant to, and in accordance with the provisions of, Section 8.03 hereof, or (ii) immediately upon receipt thereof, deliver or cause to be delivered any award made in eminent domain proceedings for such taking to the Trustee for the application to the prepayment, pursuant to Section 4.01(a) of the Trust Agreement, of all or a portion of the Outstanding Certificates.

ARTICLE VI

REPRESENTATIONS; COVENANTS

Section 6.01. Representations of the County. The County represents and warrants (a) that the County has the full power and authority to enter into, to execute and to deliver this Lease Agreement and the Trust Agreement and to perform all of its duties and obligations hereunder and thereunder, and has duly authorized the execution and delivery of this Lease Agreement and the Trust Agreement, and (b) the Property will be used in the performance of essential governmental functions.

Section 6.02. Representation of the Corporation. The Corporation represents and warrants that the Corporation has the full power and authority to enter into, to execute and to deliver this Lease Agreement and the Trust Agreement, and to perform all of its duties and obligations hereunder and thereunder, and has duly authorized the execution and delivery of this Lease Agreement and the Trust Agreement.

Section 6.03. Recordation. The County shall record, or cause to be recorded, with the appropriate county recorder, the Lease Agreement, the Ground Lease and the Assignment Agreement.

Section 6.04. Use of the Property. The County will not use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Lease Agreement. In addition, the County agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of the Property) with all laws of the jurisdictions in which its operations may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Property; provided, however, that the County may contest in good faith the validity or

application of any such law or rule in any reasonable manner which does not, in the opinion of the Corporation, adversely affect the estate of the Corporation in and to any of the Property or its interest or rights under this Lease Agreement.

Section 6.05. Other Liens. The County shall keep the 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, and free from any claim or liability which materially impairs the County in conducting its business or utilizing the Property, and the Corporation at its option (after first giving the County ten days' written notice to comply therewith and failure of the County to so comply within such ten-day period) may defend against any and all actions or proceedings, 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 Corporation 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 obligation hereunder to perform such agreements and covenants. The Corporation 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.

Section 6.06. Taxes. (a) The County shall pay or cause to be paid all taxes and assessments of any type or nature charged to the Corporation or affecting the Property or the respective interests or estates therein; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the County shall be obligated to pay only such installments as are required to be paid during the term of this Lease Agreement as and when the same become due.

(b) After giving notice to the Corporation, the County or any sublessee may, at the County's or such sublessee's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation shall notify the County or such sublessee that, in the opinion of independent counsel, by nonpayment of any such items, the interest of the Corporation in the Property will be materially endangered or the Property, or any part thereof, will be subject to loss or forfeiture, in which event the County or such sublessee shall promptly pay such taxes, assessments or charges or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation.

Section 6.07. No Liability; Indemnification. (a) The Corporation and its directors, officers, agents and employees, shall not be liable to the County or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Property. To the extent permitted by law, the County shall, at its expense, indemnify and hold the Corporation and the Trustee and all directors, members, officers, employees and agents thereof harmless against and from any and all claims by or on behalf of Person arising from the acquisition, construction, occupation, use, operation, maintenance, possession, conduct or management of or from any work done in or about the Property or from the subletting of any part thereof, including any liability for violation of conditions, agreements, restrictions, laws, ordinances, or regulations affecting the Property or

the occupancy or use thereof, but excepting the negligence or willful misconduct of the persons or entity seeking indemnity. The County also covenants and agrees, at its expense, to pay and indemnify and save the Corporation and the Trustee and all directors, officers, employees and agents thereof harmless against and from any and all claims arising from (i) any condition of the Property and the adjoining sidewalks and passageways, (ii) any breach or default on the part of the County in the performance of any covenant or agreement to be performed by the County pursuant to this Lease Agreement, (iii) any act or negligence of licensees in connection with their use, occupancy or operation of the Property, or (iv) any accident, injury or damage whatsoever caused to any person, firm or corporation in or about the Property or upon or under the sidewalks and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any claim referred to in this Section, but excepting the negligence or willful misconduct of the person or entity seeking indemnity. In the event that any action or proceeding is brought against the Corporation or the Trustee or any director, member, officer or employee thereof, by reason of any such claim, the County, upon notice from the Corporation or the Trustee or such director, member, officer or employee thereof, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to the Corporation or the Trustee or such director, member, officer or employee thereof.

(b) In no event shall the Corporation be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Lease Agreement or the County's use of the Property.

Section 6.08. Further Assurances. The County shall make, execute and deliver any and all such further agreements, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Lease Agreement and for the better assuring and confirming unto the Corporation of the rights and benefits provided in this Lease Agreement.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01. Events of Defaults and Remedies. (a) If (i) the County shall fail (A) to pay any Rental Payment payable hereunder when the same becomes due and payable, time being expressly declared to be of the essence in this Lease Agreement, or (B) to keep, observe or perform any other term, covenant or condition contained herein to be kept or performed by the County, if such failure to so keep, observe or perform shall have continued for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the County by the Corporation, the Trustee, or the Owners of not less than 5% of the aggregate amount of principal evidenced by the Certificates at the time Outstanding; provided, however, that if the failure stated in the notice can be corrected, but not within such 30 day period, such failure shall not constitute an Event of Default hereunder if corrective action is instituted by the County within such 30 day period and the County shall thereafter diligently and in good faith cure such failure in a reasonable period of time, which period, unless otherwise consented to by the Corporation, shall not exceed 180 days after written notice thereof shall have been given to the County, (ii) the County's interest in this Lease Agreement or any part thereof be assigned or transferred, either voluntarily or by operation of

law or otherwise, without the written consent of the Corporation, (iii) the County shall commence a voluntary case under Title 11 of the United States Code or any substitute or successor statute, or (iv) the County shall fail to observe and perform any of the covenants, agreements or conditions on its part in the Trust Agreement contained, if such failure shall have continued for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the County by the Corporation or the Owners of not less than 5% of the aggregate amount of principal evidenced by the Certificates at the time Outstanding; provided, however, that if the failure stated in the notice can be corrected, but not within such 30 day period, such failure shall not constitute an Event of Default hereunder if corrective action is instituted by the County within such 30 day period and the County shall thereafter diligently and in good faith cure such failure in a reasonable period of time, which period, unless otherwise consented to by the Corporation, shall not exceed 180 days after written notice thereof shall have been given to the County, then such failure or event shall constitute an Event of Default under this Lease Agreement.

(b) Upon the occurrence of any Event of Default hereunder, the Corporation, in addition to all other rights and remedies it may have at law, shall have the option to do any of the following:

(i) To terminate this Lease Agreement in the manner hereinafter provided on account of such Event of Default, notwithstanding any re-entry or re-letting of the Property as hereinafter provided for in subparagraph (ii) hereof, and to re-enter the Property and remove all persons in possession thereof and all personal property whatsoever situated upon the Property and place such personal property in storage in any warehouse or other suitable place, for the account of and at the expense of the County. In the event of such termination, the County agrees to surrender immediately possession of the Property, without let or hindrance, and to pay the Corporation all damages recoverable at law that the Corporation may incur by reason of such Event of Default, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Property and removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained. Neither notice to pay Rental Payments or to deliver up possession of the Property given pursuant to law nor any entry or re-entry by the Corporation nor any proceeding in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Property nor the appointment of a receiver upon initiative of the Corporation to protect the Corporation's interest under this Lease Agreement shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of an Event of Default hereunder shall be or become effective by operation of law or acts of the parties hereto, or otherwise, unless and until the Corporation shall have given written notice to the County of the election on the part of the Corporation to terminate this Lease Agreement. The County covenants and agrees that no surrender of the Property or of the remainder of the term hereof or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated by the Corporation by such written notice.

(ii) Without terminating this Lease Agreement, (A) to collect each installment of Rental Payments as the same become due and enforce any other terms or provisions hereof to be kept or performed by the County, regardless of whether or not the County has abandoned the Property, or (B) to exercise any and all rights of entry and re-entry upon the Property. In the event the Corporation does not elect to terminate this Lease Agreement in the manner provided for in subparagraph (i) hereof, the County shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the County and, if the Property is not re-let, to pay the full amount of the Rental Payments to the end of the term of this Lease Agreement or, in the event that the Property is re-let, to pay any deficiency in Rental Payments that results therefrom; and further agrees to pay said Rental Payments and/or Rental Payment deficiency punctually at the same time and in the same manner as hereinabove provided for the payment of Rental Payments hereunder, notwithstanding the fact that the Corporation may have received in previous years or may receive thereafter in subsequent years Rental Payments in excess of the Rental Payments herein specified, and notwithstanding any entry or re-entry by the Corporation or suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Property. Should the Corporation elect to re-enter as herein provided, the County hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the County to re-let the Property, or any part thereof, from time to time, either in the Corporation's name or otherwise, upon such terms and conditions and for such use and period as the Corporation may deem advisable and to remove all persons in possession thereof and all personal property whatsoever situated upon the Property and to place such personal property in storage in any warehouse or other suitable place, for the account of and at the expense of the County, and the County hereby indemnifies and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Property and removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained. The County agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Corporation to re-let the Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Corporation in effecting such re-letting shall constitute a surrender or termination of this Lease Agreement irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, upon the occurrence of an Event of Default hereunder, the right to terminate this Lease Agreement shall vest in the Corporation to be effected in the sole and exclusive manner provided for in subparagraph (i) hereof. The County further agrees to pay the Corporation the cost of any alterations or additions to the Property necessary to place the Property in condition for re-letting immediately upon notice to the County of the completion and installation of such additions or alterations.

The County hereby waives any and all claims for damages caused or which may be caused by the Corporation in re-entering and taking possession of the Property as herein provided and all claims for damages that may result from the destruction of or injury to the Property and all claims for damages to or loss of any property belonging to the County, or any other person, that may be in or upon the Property.

(c) In addition to the other remedies set forth in this Section, upon the occurrence of an Event of Default hereunder, the Corporation shall be entitled to proceed to protect and enforce the rights vested in the Corporation by this Lease Agreement or by law. The provisions of this Lease Agreement and the duties of the County and of its board, officers or employees shall be enforceable by the Corporation by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction. Without limiting the generality of the foregoing, the Corporation shall have the right to bring the following actions:

(i) *Accounting*. By action or suit in equity to require the County and its board, officers and employees and its assigns to account as the trustee of an express trust.

(ii) *Injunction*. By action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the Corporation.

(iii) *Mandamus*. By mandamus or other suit, action or proceeding at law or in equity to enforce the Corporation's rights against the County (and its board, officers and employees) and to compel the County to perform and carry out its duties and obligations under the law and its covenants and agreements with the County as provided herein.

(d) Each and all of the remedies given to the Corporation hereunder or by any law now or hereafter enacted are cumulative and the single or partial exercise of any right, power or privilege hereunder shall not impair the right of the Corporation to the further exercise thereof or the exercise of any or all other rights, powers or privileges. The term "re-let" or "re-letting" as used in this Section shall include, but not be limited to, re-letting by means of the operation by the Corporation of the Property. If any statute or rule of law validly shall limit the remedies given to the Corporation hereunder, the Corporation nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

(e) In the event the Corporation shall prevail in any action brought to enforce any of the terms and provisions of this Lease Agreement, the County agrees to pay a reasonable amount as and for attorney's fees incurred by the Corporation in attempting to enforce any of the remedies available to the Corporation hereunder.

(f) Notwithstanding anything to the contrary contained in this Lease Agreement, the Corporation shall have no right upon a default by the County hereunder, an Event of Default hereunder or otherwise to accelerate Rental Payments.

(g) Notwithstanding anything herein to the contrary, the termination of this Lease Agreement by the Corporation on account of an Event of Default hereunder shall not effect or result in a termination of the lease of the Property by the County to the Corporation pursuant to the Ground Lease.

Section 7.02. Waiver. Failure of the Corporation to take advantage of any default on the part of the County shall not be, or be construed as, a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or to lessen the right of the Corporation to insist upon performance by the

County of any term, covenant or condition hereof, or to exercise any rights given the Corporation on account of such default. A waiver of a particular default shall not be deemed to be a waiver of any other default or of the same default subsequently occurring. The acceptance of Rental Payments hereunder shall not be, or be construed to be, a waiver of any term, covenant or condition of this Lease Agreement.

ARTICLE VIII

AMENDMENTS; ASSIGNMENT AND SUBLEASING; SUBSTITUTION OR RELEASE

Section 8.01. Amendments. (a) This Lease Agreement and the Ground Lease, and the rights and obligations of the Corporation and the County hereunder and thereunder, may be amended at any time by an amendment hereto or thereto which shall become binding upon execution by the County and the Corporation, but only with the prior written consent of the Owners of a majority of the aggregate amount of principal evidenced by the Certificates then Outstanding, provided that no such amendment shall (i) extend the payment date of any Base Rental Payment or reduce any Base Rental Payment, without the prior written consent of the Owner of each Certificate so affected, or (ii) reduce the percentage of the aggregate amount of principal evidenced by the Certificates then Outstanding, the consent of the Owners of which is required for the execution of any amendment of this Lease Agreement or the Ground Lease, without the prior written consent of the Owners of all the Certificates then Outstanding.

(b) This Lease Agreement and the Ground Lease, and the rights and obligations of the County and the Corporation hereunder and thereunder, may also be amended at any time by an amendment hereto or thereto which shall become binding upon execution by the County and the Corporation, without the written consents of any Owners, but only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the agreements, conditions, covenants and terms required by the Corporation or the County to be observed or performed herein or therein other agreements, conditions, covenants and terms thereafter to be observed or performed by the Corporation or the County, or to surrender any right or power reserved herein or therein to or conferred herein or therein on the Corporation or the County;

(ii) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or therein or in regard to questions arising hereunder or thereunder which the Corporation or the County may deem desirable or necessary and not inconsistent herewith or therewith, and which shall not materially adversely affect the rights or interests of the Owners;

(iii) to make such additions, deletions or modifications as may be necessary or appropriate to assure the exclusion from gross income for federal income tax purposes of interest evidenced by the Certificates;

(iv) to provide for the substitution or release of a portion of the Property in accordance with the provisions of Section 8.03 hereof;

(v) to provide for Additional Certificates pursuant to Sections 2.11 and 2.12 of the Trust Agreement; or

(vi) to make such other changes herein or therein or modifications hereto or thereto as the Corporation or the County may deem desirable or necessary, and which shall not materially adversely affect the interests of the Owners.

Section 8.02. Assignment and Subleasing. Neither this Lease Agreement nor any interest of the County hereunder shall be sold, mortgaged, pledged, assigned or transferred by the County by voluntary act or by operation of law or otherwise; provided, however, that the Property may be subleased in whole or in part by the County, provided that any such sublease shall be subject to all of the following conditions:

(a) this Lease Agreement and the obligation of the County to make all Rental Payments hereunder shall remain the primary obligation of the County;

(b) the County shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Corporation a true and complete copy of such sublease;

(c) any sublease of the Property by the County shall explicitly provide that such sublease is subject to all rights of the Corporation under this Lease Agreement, including, the right to re-enter and re-let the Property or terminate this Lease Agreement upon an Event of Default hereunder; and

(d) the County shall furnish the Corporation with an Opinion of Counsel to the effect that such sublease will not, in and of itself, cause the interest evidenced by the Certificates to be included in gross income for federal income tax purposes.

Section 8.03. Substitution or Release of the Property. The County shall have the right to substitute alternate real property for any portion of the Property or to release a portion of the Property from this Lease Agreement. All costs and expenses incurred in connection with such substitution or release shall be borne by the County. Notwithstanding any substitution or release pursuant to this Section, there shall be no reduction in or abatement of the Base Rental Payments due from the County hereunder as a result of such substitution or release. Any such substitution or release of any portion of the Property shall be subject to the following specific conditions, which are hereby made conditions precedent to such substitution or release:

(a) an independent certified real estate appraiser selected by the County shall have found (and shall have delivered a certificate to the County and the Corporation setting forth its findings) that the Property, as constituted after such substitution or release (i) has an annual fair rental value greater than or equal to 105% of the maximum amount of the Base Rental Payments coming due in the then current Rental Period or any subsequent Rental Period, (ii) has a replacement value at least equal to the aggregate amount of principal evidenced by the Certificates then Outstanding, and (iii) has a remaining useful life equal to or greater than the remaining term of this Lease Agreement;

(b) the County shall have obtained or caused to be obtained a CLTA title insurance policy or policies with respect to any substituted property in the amount of the fair

market value of such substituted property (which fair market value shall have been determined by an independent certified real estate appraiser), of the type and with the endorsements described in Section 5.02 hereof;

(c) the County shall have certified to the Corporation that the substituted real property is of approximately the same degree of essentiality to the County as the portion of the Property for which it is being substituted;

(d) the County shall have provided the Corporation with an Opinion of Counsel to the effect that such substitution or release will not, in and of itself, cause the interest evidenced by the Certificates to be included in gross income for federal income tax purposes; and

(e) the County and the Corporation shall have executed, and the County shall have caused to be recorded with the Mono County Recorder, any document necessary to reconvey to the County the portion of the Property being substituted or released and to include any substituted real property in the description of the Property contained herein and in the Ground Lease.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Assignment to Trustee. The County understands and agrees that, upon the execution and delivery of the Assignment Agreement (which is occurring simultaneously with the execution and delivery hereof), all right, title and interest of the Corporation in and to this Lease Agreement (other than the Corporation's rights to indemnification and to payment or reimbursement of its reasonable costs and expenses hereunder) will be sold, assigned and transferred to the Trustee for the benefit of the Owners of the Certificates. The County hereby consents to such sale, assignment and transfer. Upon the execution and delivery of the Assignment Agreement, references in the operative provisions hereof to the Corporation shall be deemed to be references to the Trustee, as assignee of the Corporation.

Section 9.02. Validity and Severability. If for any reason this Lease Agreement shall be held by a court of competent jurisdiction to be void, voidable or unenforceable by the Corporation or by the County, or if for any reason it is held by such a court that any of the covenants and conditions of the County hereunder, including the covenant to pay Rental Payments, is unenforceable for the full term hereof, then and in such event this Lease Agreement is and shall be deemed to be a Lease Agreement under which the Rental Payments are to be paid by the County annually in consideration of the right of the County to possess, occupy and use the Property, and all of the terms, provisions and conditions of this Lease Agreement, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

Section 9.03. Notices. All written notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder shall be given

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: Mono County
PO Box 556
Courthouse Annex II
Bridgeport, CA 93517
Attention: [_____]

If to the Corporation: County of Mono Economic Development Corporation
c/o Mono County
PO Box 556
Courthouse Annex II
Bridgeport, CA 93517
Attention: [_____]

If to the Trustee: U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, CA 90071
Attention: [_____]

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 given by courier or delivery service or if personally served or delivered, upon delivery, (b) if given by telecopier, electronic mail or other electronic communication, upon the sender's receipt of an appropriate answerback or other written acknowledgment or electronic confirmation of receipt, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, or (d) if given by any other means, upon delivery at the address specified in this Section.

Section 9.04. Interpretation. (a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of Articles and Sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 9.05. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease Agreement.

Section 9.06. Governing Laws. This Lease Agreement shall be governed by and construed in accordance with the laws of the State.

Section 9.07. Execution in Counterparts. This Lease Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

**COUNTY OF MONO ECONOMIC
DEVELOPMENT CORPORATION,**
as Sublessor

By: _____
Title:
Name:

MONO COUNTY,
as Sublessee

By: _____
Title:
Name:

<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p>

STATE OF CALIFORNIA)
) ss
 MONO COUNTY)

On _____, 2018, before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [SEAL]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
MONO COUNTY)

On _____, 2018, before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [SEAL]

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the foregoing Lease Agreement from the County of Mono Economic Development Corporation to the County Monterey, a political subdivision of the State of California (the "County") is hereby accepted by order of the Board of Supervisors of the Mono County on December __, 2018, and the County consents to recordation thereof by its duly authorized officer.

MONO COUNTY,
as Sublessee

By: _____
County Administrative Officer

Attest:

By: _____
Clerk of the Board of Supervisors

EXHIBIT A
DESCRIPTION OF THE PROPERTY

EXHIBIT B

BASE RENTAL PAYMENT SCHEDULE

<u>Interest Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Base Rental Payment</u>
	\$	\$	\$

EXHIBIT C
MAP OF THE PROPERTY

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

NIXON PEABODY LLP
300 South Grand Avenue, Suite 4100
Los Angeles, California 90071
Attention: Rudy Salo, Esq.

ASSIGNMENT AGREEMENT

by and between

**COUNTY OF MONO
ECONOMIC DEVELOPMENT CORPORATION,**
as Assignor

And

**U.S. BANK, NATIONAL ASSOCIATION,
AS TRUSTEE,**
as Assignee

Related to
\$[]
Mono County
Certificates of Participation
2018 Series A
(Mono County Civic Center)

Dated as of December 1, 2018

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this “Assignment Agreement”), dated as of December 1, 2018, is by and between the COUNTY OF MONO ECONOMIC DEVELOPMENT CORPORATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California (the “Corporation”), as assignor, and U.S. BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as Trustee (the “Trustee”), as assignee.

WITNESSETH:

WHEREAS, pursuant to a Ground Lease, dated as of the date hereof (the “Ground Lease”), which Ground Lease is recorded concurrently herewith, Mono County (the “County”) has leased to the Corporation certain real property owned by the County, and the improvements thereto (the “Property”);

WHEREAS, the Property is more particularly described in Exhibit A hereto;

WHEREAS, pursuant to a Lease Agreement, dated as of the date hereof (the “Lease Agreement”), which Lease Agreement is recorded concurrently herewith, the Corporation has leased the Property back to the County;

WHEREAS, under the Lease Agreement, the County is obligated to make Base Rental Payments (as defined in the Lease Agreement) to the Corporation for the lease of the Property;

WHEREAS, the Corporation desires to assign, without recourse, certain of its rights in the Ground Lease and the Lease Agreement, including its rights to receive the Base Rental Payments under the Lease Agreement, to the Trustee for the benefit of the owners of the Mono County Certificates of Participation 2018 Series A (Mono County Civic Center) (the “Certificates”) to be executed and delivered under the Master Trust Agreement, dated as of the date hereof (the “Trust Agreement”), by and among the Trustee, the Corporation and the County, which Trust Agreement is not recorded;

WHEREAS, in consideration of such assignment and the execution of the Trust Agreement, the Trustee has agreed to execute and deliver the Certificates, each evidencing a direct, fractional undivided interest in the Base Rental Payments; 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 Assignment 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 Assignment Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Assignment. The Corporation, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign and transfer to the Trustee, irrevocably and absolutely, without recourse, for the benefit of the owners of the Certificates, all of its right, title and interest in and to the Ground Lease and the Lease Agreement, including, without limitation, its right to receive the Base Rental Payments to be paid by the County under and pursuant to the Lease Agreement; provided, however, that the Corporation shall retain the rights to indemnification and to payment or reimbursement of its reasonable costs and expenses under the Lease Agreement. This assignment is absolute and is presently effective. Upon execution of this Assignment Agreement, the Corporation shall have no right, title or interest in or to the Base Rental Payments, the Additional Rental Payments, the Lease Agreement or the Ground Lease. All rights assigned by the Corporation shall be administered by the Trustee in accordance with the provisions of the Trust Agreement.

Section 2. Acceptance. The Trustee hereby accepts the foregoing assignment, subject to the terms and provisions of the Trust Agreement, and all of the Base Rental Payments shall be applied, and the rights so assigned shall be exercised, by the Trustee as provided in the Lease Agreement and the Trust Agreement.

Section 3. Conditions. This Assignment Agreement shall impose no obligations whatsoever upon the Trustee beyond those expressly provided in the Lease Agreement and the Trust Agreement.

Section 4. Further Assurances. The Corporation shall make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Assignment Agreement, and for the better assuring and confirming to the Trustee, for the benefit of the owners of the Certificates, the right, title and interest intended to be sold, assigned and transferred pursuant hereto.

Section 5. Execution in Counterparts. This Assignment Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 7. Captions. The captions or headings in this Assignment Agreement are for convenience only and in no way define or limit the scope or intent of any provision of this Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

**COUNTY OF MONO ECONOMIC
DEVELOPMENT CORPORATION,**
as Assignor

By: _____
Title:
Name:

**U.S. BANK, NATIONAL ASSOCIATION,
AS TRUSTEE,**
as Assignee

By: _____
Authorized Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF MONO)

On _____, 2018, before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [SEAL]

EXHIBIT A
DESCRIPTION OF THE PROPERTY

\$[]
MONO COUNTY
CERTIFICATES OF PARTICIPATION 2018 SERIES A
(MONO COUNTY CIVIC CENTER)

CERTIFICATE PURCHASE AGREEMENT

[December 5], 2018

County of Mono Economic Development Corporation
PO Box 556
Courthouse Annex II
Bridgeport, CA 93517

Mono County
PO Box 556
Courthouse Annex II
Bridgeport, CA 93517

Ladies and Gentlemen:

Brandis Tallman LLC (the “**Underwriter**”) offers to enter into this Certificate Purchase Agreement (this “**Purchase Contract**”) with the County of Mono (the “**County**”). This offer is made subject to the County’s acceptance by execution of this Purchase Contract and delivery of the same to the Underwriter on or before 11:59 p.m. Pacific Time on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the County at any time prior to such acceptance. Upon the County’s acceptance hereof, the Purchase Contract will be binding upon the County and the Underwriter.

The County acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities, for resale to investors, in an arm’s length commercial transaction between the County and the Underwriter and the Underwriter has financial and other interests that differ from those of the County; (ii) the Underwriter is acting solely as a principal and is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), financial advisor or fiduciary to the County, and has not assumed any advisory or fiduciary responsibility to the County with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the County on other matters); (iii) the only obligations the Underwriter has to the County with respect to the transaction contemplated hereby expressly are set forth in this Purchase Contract; and (iv) the County has consulted their own municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent they have deemed

appropriate. The County acknowledges and represents that it has engaged KNN Public Finance, LLC as its municipal advisor and will rely on the financial advice of KNN Public Finance, LLC with respect to the Certificates (as defined below). The County acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter's disclosure under Rule G-17 of the Municipal Securities Rulemaking Board ("**MSRB**").

Capitalized terms used in this Purchase Contract and not otherwise defined herein will have the respective meanings set forth for such terms in the Trust Agreement (defined below).

Section 1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations set forth in this Purchase Contract, the Underwriter agrees to purchase from the County, and the County agrees to sell and deliver to the Underwriter, all (but not less than all) of the following certificates: the County of Mono Certificates of Participation 2018 Series A (Mono County Civic Center) (the "**Certificates**") at a purchase price of \$[_____] (being an amount equal to the principal amount of the Certificates (\$[_____]), plus an original issue premium of \$[_____] , and less an underwriter's discount of \$[_____]). The obligations of the Underwriter to purchase, accept delivery of and pay for the Certificates will be conditioned on the sale and delivery of all of the Certificates by the County to the Underwriter at Closing (hereafter defined).

Section 2. Certificate Terms; Authorizing Instruments; Purpose. The Certificates will be dated their date of delivery and will mature and bear interest as shown on Exhibit A and be subject to prepayment as set forth on Exhibit B. The Certificates will be as described in, and will be issued and secured under, a Master Trust Agreement, dated as of December 1, 2018 (the "**Trust Agreement**"), among the County, the County of Mono Economic Development Corporation (the "**Corporation**") and U.S. Bank National Association, as trustee (the "**Trustee**").

The Certificates will represent direct, undivided fractional interests in certain rental payments (the "**Base Rental Payments**") to be made by the County pursuant to a Lease Agreement dated as of December 1, 2018 (the "**Lease Agreement**"), by and between the County and the Corporation. Pursuant to the Lease Agreement, the County will pay the Base Rental Payments in consideration for use and occupancy of certain real property owned by the County (the "**Property**"), which the County will initially lease to the Corporation pursuant to a Ground Lease, dated as of December 1, 2018 (the "**Ground Lease**") by and between the Corporation and County and sublease back from the Corporation pursuant to the Lease Agreement.

The Corporation will assign to the Trustee its right to receive the Base Rental Payments pursuant to an Assignment Agreement, dated as of December 1, 2018 (the "**Assignment Agreement**") by and between the Corporation and the Trustee.

The County is issuing the Certificates to (i) provide funds to finance certain costs of the construction of the Mono County Civic Center Project, (ii) to fund a reserve policy (the "Reserve Policy"), the fund capitalized interest, and (iv) pay the costs of issuing the Certificates.

Section 3. Official Statement; Continuing Disclosure. The County has delivered to the Underwriter the Preliminary Official Statement dated [November 26], 2018 (the “**Preliminary Official Statement**”) and will deliver to the Underwriter a final official statement dated the date of this Purchase Contract (as amended and supplemented from time to time pursuant to Section 4(i) of this Purchase Contract, the “**Official Statement**”). Subsequent to its receipt of the County’s 15c2-12 Certificate, deeming the Preliminary Official Statement final for purposes of Rule 15c2-12 of the Securities and Exchange Commission (“**Rule 15c2-12**”), the Underwriter has distributed copies of the Preliminary Official Statement. The County hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute in printed and/or electronic format the Official Statement (including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the County, the Trust Agreement, the Ground Lease, the Assignment Agreement, the Lease Agreement, this Purchase Contract, the Continuing Disclosure Agreement (hereinafter defined) and all information contained therein, and all other documents, certificates and written statements furnished by the County to the Underwriter in connection with the transactions contemplated by this Purchase Contract, in connection with the offer and sale of the Certificates by the Underwriter.

The Underwriter hereby agrees to deliver a copy of the Official Statement to the MSRB through the Electronic Municipal Marketplace Access website of the MSRB on or before the Closing and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Certificates, including, without limitation, MSRB Rule G-32 and Rule 15c2-12. The County agrees to deliver to the Underwriter as many copies of the Official Statement as the Underwriter will reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12. The County agrees to deliver the final Official Statement within seven business days after the execution hereof, or such earlier date identified by the Underwriter to be necessary to allow the Underwriter to meet its obligations under Rule 15c2-12 and Rule G-32 of the MSRB.

In connection with issuance of the Certificates, and in order to assist the Underwriter with complying with the provisions of Rule 15c2-12, the County will execute a continuing disclosure agreement (the “**Continuing Disclosure Agreement**”) with _____, as dissemination agent (the “**Dissemination Agent**”), under which the County will undertake to provide certain financial and operating data as required by Rule 15c2-12. The form of the Continuing Disclosure Agreement is attached as an appendix to the Preliminary Official Statement and will be attached as an appendix to the final Official Statement.

Section 4. Representations, Warranties and Covenants of the County. The County hereby represents, warrants and agrees with the Underwriter that:

(a) The County is a county and political subdivision of the State of California (the “**State**”) organized and existing under the laws of the State has all necessary power and authority to adopt the County Resolution (defined below), to enter into and perform its duties under the Trust Agreement, the Assignment Agreement, the Lease Agreement, the Ground Lease, and this Purchase Contract (the “**County Agreements**”).

(b) After the Board of Supervisors of the County (the “**Board**”) conducted a public hearing, the Board has taken official action by resolution adopted on [November 13], 2018 (the “**County Resolution**”) adopted by a majority of the members of the Board at a regular meeting duly called, noticed and conducted, at which a quorum was present and acting throughout, authorizing the execution, delivery and due performance of the County Agreements and the execution and delivery of the Official Statement and the taking of any and all such action as may be required on the part of the County to carry out, give effect to and consummate the transactions contemplated hereby.

(c) By all necessary official action, the County has duly authorized the preparation and delivery of the Preliminary Official Statement and the preparation, execution and delivery of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, the Certificates and the County Agreements, and the consummation by it of all other transactions contemplated by the County Resolution, the County Agreements, the Preliminary Official Statement and the Official Statement. When executed and delivered by their respective parties, the County Agreements (assuming due authorization, execution and delivery by and enforceability against the other parties thereto) will be in full force and effect and each will constitute legal, valid and binding agreements or obligations of the County, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(d) The statements and information contained in the Official Statement (other than CUSIP numbers, statements under the headings “TAX MATTERS” and “APPENDIX B,” information relating to DTC and its book-entry only system and information provided by the Underwriter as to which no view is expressed) do not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make such statements therein, in the light of the circumstances under which they were made, not misleading.

(e) As of the date hereof, except as disclosed in the Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending against the County or, to the best knowledge of the County, threatened, wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the County, or the titles of its members or officers; (ii) in any way question or affect the validity or enforceability of County Agreements or the Certificates, or (iii) in any way question or affect the transactions contemplated by the County Agreements, the Official Statement, or any other agreement or instrument to which the County is a party relating to the Certificates.

(f) There is no consent, approval, authorization or other order of, or filing or registration with, or certification by, any regulatory County having jurisdiction over the County required for the execution and delivery of this Purchase Contract or the consummation by the County of the other transactions contemplated by the Official Statement or the County Agreements.

(g) Any certificate signed by any official of the County authorized to do so will be deemed a representation and warranty by the County to the Underwriter as to the statements made therein.

(h) Except as previously disclosed to the Underwriter, the County is not in default, and at no time has the County defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding.

(i) If between the date of this Purchase Contract and the date which is 25 days following the End of the Underwriting Period (as defined below), any event will occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the County will immediately notify the Underwriter, or the Underwriter may notify the County, and if, in the opinion of the Underwriter and the County, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County will at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. "End of the Underwriting Period" will mean the later of: (i) the Closing Date, and (ii) the date the Underwriter does not directly retain an unsold balance of the Certificates for sale to the public, provided that unless the Underwriter notifies the County on or prior to the Closing Date that it directly retains an unsold balance of the Certificates for sale to the public, the End of the Underwriting Period will be deemed to have occurred on the Closing Date.

Section 5. The Closing. At 8:00 A.M., Pacific time, on [December __], 2018, or on such earlier or later time or date as may be agreed upon by the Underwriter and the County (the "**Closing**"), the County will deliver the Certificates to the Underwriter, through the book-entry system of The Depository Trust Company ("**DTC**"). Prior to the Closing, the County will deliver, at the offices of Nixon Peabody LLP ("**Special Counsel**") in Los Angeles, California, or such other place as is mutually agreed upon by the Underwriter and the County, the other documents described in this Purchase Contract. On the date of the Closing, the Underwriter will pay the purchase price of the Certificates as set forth in Section 1 of this Purchase Contract in immediately available funds to the order of the Trustee.

The Certificates will be issued in fully registered form and will be prepared and delivered as one Certificate for each maturity registered in the name of a nominee of DTC. It is anticipated that CUSIP identification numbers will be inserted on the Certificates, but neither the failure to provide such numbers nor any error with respect thereto will constitute a cause for failure or refusal by the Underwriter to accept delivery of the Certificates in accordance with the terms of this Purchase Contract.

Section 6. Conditions to Underwriter's Obligations. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the County and Corporation contained herein and to be contained in the documents and instruments to be delivered on the date of the Closing, including, without limitation, the certificate of the Corporation to be delivered at Closing in substantially the form attached hereto as Exhibit I (the

“**Letter of Representations**”) and upon the performance by the County of their respective obligations to be performed hereunder and under such documents and instruments to be delivered at or prior to the date of the Closing. The Underwriter’s obligations under this Purchase Contract are and will also be subject to the sale, issuance and delivery of the Certificates as well as the following conditions:

(a) The representations and warranties of the County contained in this Purchase Contract will be true and correct in all material respects on the date of this Purchase Contract and on and as of the date of the Closing as if made on the date of the Closing;

(b) As of the date of the Closing, the Official Statement may not have been amended, modified or supplemented, except in any case as may have been agreed to by the Underwriter;

(c) (i) As of the date of the Closing, the County Resolution, the resolution adopted by the Board of Directors of the Corporation adopted on November [13], 2018 (the “**Corporation Resolution**”), the County Agreements and the Ground Lease, the Lease Agreement, the Trust Agreement, the Continuing Disclosure Agreement and this Purchase Contract (the “**Corporation Agreements**”) will be in full force and effect, and will not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter, (ii) the County will perform or have performed all of its obligations required under or specified in the County Resolution, the County Agreements and this Purchase Contract to be performed at or prior to the date of the Closing; and (iii) the Corporation will perform or have performed all of its obligations required under or specified in the Corporation Resolution, the Corporation Agreements and this Purchase Contract to be performed at or prior to the date of the Closing;

(d) As of the date of the Closing, all necessary official action of the County relating to the County Agreements, the County Resolution and the Official Statement, and all necessary official action of the Corporation relating to the Corporation Agreements, the Corporation Resolution, and the Official Statement, will have been taken and will be in full force and effect and will not have been amended, modified or supplemented in any material respect, except as may have been agreed to by the Corporation and Underwriter; and

(e) As of or prior to the date of the Closing, the Underwriter will have received each of the following documents:

(1) Certified copies of the County Resolution and the Corporation Resolution.

(2) Duly executed copies of the Trust Agreement, the Assignment Agreement, the Lease Agreement, the Ground Lease, the Continuing Disclosure Agreement and this Purchase Contract.

(3) The Preliminary Official Statement and the Official Statement, with the Official Statement duly executed on behalf of the County.

(4) Approving opinions of Special Counsel, dated as of the Closing, as to the validity of the Certificates and the exclusion of interest on the Certificates from federal gross income and the exemption of interest on the Certificates from State personal income taxation, addressed to the County substantially in the form attached in Appendix

D to the Official Statement, and a reliance letter with respect thereto addressed to the Underwriter.

(5) A supplemental opinion of Special Counsel, addressed to the Underwriter, to the effect that:

(i) The Purchase Contract has been duly executed and delivered by the County and, assuming due authorization, execution and delivery by the Underwriter, is valid and binding upon the County, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally and to the application of equitable principles;

(ii) The Certificates are exempt from registration pursuant to the Securities Act of 1933, as amended (the "**Securities Act**"), and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

(iii) The statements contained in the Official Statement on the cover and under the headings "INTRODUCTION," "THE CERTIFICATES," "SECURITY AND SOURCES OF PAYMENT" and "TAX MATTERS," and in "APPENDIX C – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" and "APPENDIX D – PROPOSED FORM OF SPECIAL COUNSEL OPINIONS," insofar as such statements purport to describe certain provisions of the Certificates, the Ground Lease, the Lease Agreement, the Assignment Agreement and the Trust Agreement, or to summarize the opinion of Special Counsel regarding the tax-exempt nature of the interest on the Certificates, are accurate in all material respects.

(6) A letter from Nixon Peabody LLP, as disclosure counsel to the County, addressed to the Underwriter, to the effect that: During the course of our work on this matter, no facts have come to our attention that cause us to believe that the Official Statement (excluding therefrom the financial statements, any financial or statistical data, or forecasts, charts, numbers, estimates, projections, assumptions or expressions of opinion or any information with respect to the County's compliance with continuing disclosure undertakings under Rule 15c2-12 included in the Official Statement and the appendices to the Official Statement) as of the date of the Official Statement contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(7) An opinion or opinions of the County Counsel, dated as of the Closing addressed to the County and the Underwriter, in form and substance acceptable to the Underwriter, to the effect that:

(i) The Corporation is a nonprofit public benefit corporation duly organized and validly existing under the laws of the State of California. The Corporation Board is the governing body of the Corporation.

(ii) The Corporation has all necessary power and authority to adopt the Corporation Resolution, to enter into and perform its duties under the Corporation Agreements, and, when executed and delivered by the respective parties thereto, the Corporation Agreements will each constitute a legal, valid and binding obligation of the Corporation enforceable in accordance with its respective terms, except as such enforcement may be limited by bankruptcy, moratorium and the exercise of equitable principles where equitable remedies are sought.

(iii) The Corporation Resolution was duly adopted at a meeting of the Corporation Board, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and the Corporation Resolution is in full force and effect and has not been modified, amended or rescinded since the date of its adoption.

(iv) The execution and delivery by the Corporation of the Corporation Agreements, the Official Statement and the other instruments contemplated by any of such documents to which the Corporation is a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States or any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Corporation is a party or is otherwise subject or bound in a manner which would materially adversely affect the Corporation's performance under the Corporation Agreements.

(v) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Corporation of its obligations under the Corporation Agreements have been obtained and are in full force and effect.

(vi) To the best of the County Counsel's knowledge, other than as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Corporation (A) affecting the existence of the Corporation or the titles of its Corporation Board members or its officers to their respective offices, (B) seeking to restrain or to enjoin the issuance or sale of the Certificates, (C) in any way contesting or affecting the validity or enforceability of the Corporation Resolution or the Corporation Agreements, (D) in any way contesting the powers of the County to issue or sell the Certificates or the Corporation's authority with respect to the Corporation Resolution or the Corporation Agreements, (E) in any way contesting or affecting any of the rights, powers, duties or obligations of the Corporation with respect to the money or property pledged or to be pledged under the Trust Agreement, the

Lease Agreement or the Ground Lease, or (G) in any way questioning the accuracy of the statements in the Official Statement.

(vii) The County is a county and political subdivision of the State organized and validly existing under the laws of the State of California. The Board of Supervisors of the County is the governing body of the County.

(viii) The County has all necessary power and authority to adopt the County Resolution, to enter into and perform its duties under the County Agreements and, when executed and delivered by the respective parties thereto, the County Agreements will each constitute legal, valid and binding obligation of the County enforceable in accordance with its respective terms, except as such enforcement may be limited by bankruptcy, moratorium and the exercise of equitable principles where equitable remedies are sought.

(ix) The County Resolution was duly adopted at a regular meeting of the Board of Supervisors, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and the County Resolution is in full force and effect and has not been modified, amended or rescinded since the date of its adoption.

(x) To the best of the County Counsel's knowledge, other than as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the County (A) affecting the existence of the County or the titles of its Board members or its officers to their respective offices, (B) seeking to restrain or to enjoin the issuance or sale of the Certificates, (C) in any way contesting or affecting the validity or enforceability of the County Resolution or the County Agreements, (D) in any way contesting the powers of the County to issue or sell the Certificates or its County with respect to the County Resolution or the County Agreements, (E) in any way contesting or affecting any of the rights, powers, duties or obligations of the County with respect to the money or property pledged or to be pledged under the Trust Agreement, the Lease Agreement or the Ground Lease, or (F) in any way questioning the accuracy of the statements in the Official Statement.

(xi) The execution and delivery by the County of the County Agreements, the Official Statement and the other instruments contemplated by any of such documents to which the County is a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States or any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the County is a party or is otherwise subject or bound in a manner which would materially adversely affect the County's performance under the County Agreements.

(xii) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the County of its obligations under the County Agreements have been obtained and are in full force and effect.

(xiii) Nothing has come to the attention of the County Counsel which has led the County Counsel to believe that the Official Statement (excluding therefrom the financial and statistical data, information regarding compliance with continuing disclosure obligations of the Corporation and its related entities, forecasts included therein and information about The Depository Trust Company or information provided by the Underwriter, as to which no opinion need be expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect.

(8) A letter of Kutak Rock LLP (“**Underwriter’s Counsel**”), addressed to the Underwriter, in form and substance acceptable to the Underwriter.

(9) Executed Rule 15c2-12 certificate of the County, dated as of the date of the Preliminary Official Statement.

(10) An executed closing certificate of the County, dated as of the Closing, in the form attached as Exhibit C.

(11) An executed closing certificate of the Corporation, dated as of the Closing, in the form attached as Exhibit D.

(12) Executed certificate of the Corporation, dated the Closing Date in the form attached as Exhibit I.

(13) The opinion of counsel of the Trustee dated as of the Closing, addressed to the County, the Corporation and the Underwriter to the effect that:

(i) The Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the State, having full powers and County and being qualified to enter into, accept and administer the trust created under the Trust Agreement, and to enter into the Trust Agreement and the Assignment Agreement.

(ii) The Trust Agreement and the Assignment Agreement have been duly authorized, executed and delivered by the Trustee, and, assuming due authorization, execution and delivery by the other parties thereto, the Trust Agreement and the Assignment Agreement constitute legal, valid and binding agreements of the Trustee enforceable in accordance with their terms, subject to laws relating in bankruptcy, insolvency or other laws affecting the enforcement of

creditors' rights generally and the application of equitable principles if equitable remedies are sought.

(14) A certificate of the Trustee dated as of the Closing, in the form attached as Exhibit E.

(15) A tax certificate relating to the Certificates duly signed on behalf of the County in form and substance acceptable to Special Counsel and the Underwriter.

(16) Evidence of required filings with the California Debt and Investment Advisory Commission.

(17) Evidence of one or more of the CLTA title insurance policies required under the Lease Agreement for the real property described therein.

(18) A copy of the executed Blanket County Letter of Representations by and between the County and DTC relating to the book-entry system.

(19) Evidence that the Certificates have received the rating set forth on the cover of the Official Statement.

(20) A certificate of KNN Public Finance, LLC, the Corporation's municipal advisor, in the form and substance attached hereto as Exhibit F.

(21) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Special Counsel may reasonably request to evidence compliance by the County with legal requirements, the truth and accuracy, as of the date of the Closing, of the representations of the County herein contained and of the Official Statement and the due performance or satisfaction by the County at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the County.

All of the opinions, letters, certificates, instruments and other documents mentioned in this Purchase Contract will be deemed to be in compliance with the provisions of this Purchase Contract if, but only if, they are in form and substance satisfactory to the Underwriter. If the County is unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Certificates contained in this Purchase Contract or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Certificates will be terminated for any reason permitted by this Purchase Contract, this Purchase Contract will terminate and neither the Underwriter nor the County will be under further obligations hereunder, except that the respective obligations of the County and the Underwriter set forth in Section 10 of this Purchase Contract will continue in full force and effect.

Section 7. Conditions to County's Obligations. The performance by the County of its obligations under this Purchase Contract are conditioned upon: (i) the performance by the Underwriter of its obligations hereunder and (ii) receipt by the County of opinions addressed to the County, and receipt by the Underwriter of opinions addressed to the Underwriter, and the

delivery of certificates being delivered on the date of the Closing by persons and entities other than the County.

Section 8. Termination Events. The Underwriter will have the right to terminate the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Certificates by notifying the County of its election to do so if, after the execution hereof and prior to the Closing, any of the following events occurs:

(1) the marketability of the Certificates or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by any decision issued by a court of the United States (including the United States Tax Court) or of the State of California, by any ruling or regulation (final, temporary or proposed) issued by or on behalf of the Department of the Treasury of the United States, the Internal Revenue Service, or other governmental agency of the United States, or any governmental agency of the State of California, or by a tentative decision or announcement by any member of the House Ways and Means Committee, the Senate Finance Committee, or the Conference Committee with respect to contemplated legislation or by legislation enacted by, pending in, or favorably reported to either the House of Representatives or either House of the Legislature of the State of California, or formally proposed to the Congress of the United States by the President of the United States or to the Legislature of the State of California by the Governor of the State of California in an executive communication, affecting the tax status of the County or the Corporation, its property or income, its bonds (including the Certificates) or the interest thereon or any tax exemption granted or authorized by the Internal Revenue Code of 1986, as amended;

(2) the United States becomes engaged in hostilities that result in a declaration of war or a national emergency, or any other outbreak of hostilities occurs, or a local, national or international calamity or crisis occurs, financial or otherwise, the effect of such outbreak, calamity or crisis being such as, in the reasonable opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Certificates;

(3) there occurs a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States, New York State or California State authorities;

(4) a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission is issued or made to the effect that the issuance, offering or sale of the Certificates is or would be in violation of any provision of the Securities Act of 1933, as then in effect, or of the Securities Exchange Act of 1934, as then in effect, or of the Trust Indenture Act of 1939, as then in effect;

(5) legislation is enacted by the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a court of the United States of America is rendered, or a ruling or regulation by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter is made or proposed to the effect that the Certificates are not exempt from

registration, qualification or other similar requirements of the Securities Act of 1933, as then in effect, or of the Trust Indenture Act of 1939, as then in effect;

(6) in the reasonable judgment of the Underwriter, the market price of the Certificates, or the market price generally of obligations of the general character of the Certificates, might be materially and adversely affected because additional material restrictions not in force as of the date hereof is imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(7) the Comptroller of the Currency, The New York Stock Exchange, or other national securities exchange, or any governmental authority, imposes, as to the Certificates or obligations of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, or financial responsibility requirements of the Underwriter;

(8) a general banking moratorium is established by federal, New York or State authorities;

(9) a material disruption in securities settlement, payment or clearance services affecting the Certificates shall have occurred;

(10) any legislation, ordinance, rule or regulation is introduced in or be enacted by any governmental body, department or agency in the State or a decision of a court of competent jurisdiction within the State is rendered, which, in the opinion of the Underwriter, after consultation with the County, materially adversely affects the market price of the Certificates;

(11) any federal or California court, authority or regulatory body takes action materially and adversely affecting the collection of Base Rental Payments under the Lease Agreement for application as set forth in the Trust Agreement;

(12) any withdrawal, downgrading or placement on credit watch negative of any underlying rating of any securities of the County or the Corporation by a national municipal bond rating agency that, in the opinion of the Underwriter, adversely affects the market price of the Certificates; or

(13) an event or circumstance occurs which in the reasonable opinion of the Underwriter makes untrue or misleading in any material respect any statement or information contained in the Official Statement (other than any information relating to the Underwriter).

Section 9. Establishment of Issue Price.

The Underwriter agrees to make an initial public offering of all of the Certificates at the public offering prices (or yields) set forth on Exhibit G attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as the Underwriter deems necessary in connection

with the marketing of the Certificates, provided that the Underwriter shall not change the interest rates set forth on Exhibit G. The Certificates may be offered and sold to certain dealers at prices lower than such initial public offering prices.

The Underwriter agrees to assist the County in establishing the issue price of the Certificates and shall execute and deliver to the County at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit H, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the County and Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Certificates. All actions to be taken by the County under this Section to establish the issue price of the Certificates may be taken on behalf of the County by the County’s municipal advisor identified herein and any notice or report to be provided to the County may be provided to the County’s municipal advisor. Certain terms used in this Section are defined below.

[Except as otherwise set forth in Exhibit G attached hereto,] the County will treat the first price at which 10% of each maturity of the Certificates (the “**10% Test**”), identified under the column “10% Test Used” in Exhibit G, is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the County the price or prices at which it has sold to the public each maturity of Certificates. [If at that time the 10% Test has not been satisfied as to any maturity of the Certificates,] the Underwriter agrees to promptly report to the County the prices at which it sells the unsold Certificates of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% Test has been satisfied as to the Certificates of that maturity or until all Certificates of that maturity have been sold to the public.

The Underwriter confirms that it has offered the Certificates to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit G attached hereto, except as otherwise set forth therein. Exhibit G also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Certificates for which the 10% Test has not been satisfied and for which the County and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the County to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Certificates, the Underwriter will neither offer nor sell unsold Certificates of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the County when it has sold 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (1) report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the Underwriter that either the 10% Test has been satisfied as to the applicable Certificates of that maturity or all such Certificates of that maturity have been sold to the public and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The County acknowledges that, in making the representation set forth in this paragraph, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires.

The Underwriter acknowledges that sales of any Certificates to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public),
- (iii) a purchaser of any of the Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the

other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

Section 10. Payment of Expenses. The Underwriter will be under no obligation to pay, and the County will pay the following expenses incident to the performance of the County’s obligations hereunder:

(i) the cost of printing and delivering the Certificates, the Preliminary Official Statement and the Official Statement (and any amendment or supplement prepared pursuant to Section 3 of this Purchase Contract);

(ii) the fees and disbursements of accountants, advisers and of any other experts or consultants retained by the County or the Corporation; and

(iii) any other expenses and costs incurred by the County incident to the performance of its obligations in connection with the authorization, issuance and sale of the Certificates, including out of pocket expenses and regulatory expenses, and any other expenses agreed to by the parties.

(b) The Corporation and the County will be under no obligation to pay, and the Underwriter will pay, any fees of the California Debt and Investment Advisory Commission, the cost of obtaining CUSIP numbers, the cost of preparation of any “blue sky” or legal investment memoranda and this Purchase Contract; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Certificates (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of Underwriter’s Counsel (if any) and any advertising expenses.

Section 11. Notices. Any notice or other communication to be given to the County or the Corporation under this Purchase Contract may be given by delivering the same in writing to the County at the addresses set forth on the first page of this Purchase Contract, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to Brandis Tallman LLC, 22 Battery St., Suite 500, San Francisco, California 94111 Attention: Richard Brandis.

Section 12. Survival of Representations, Warranties, Agreements. All of the County’s representations, warranties and agreements contained in this Purchase Contract will remain operative and in full force and effect regardless of: (a) any investigations made by or on behalf of the Underwriter; or (b) delivery of and payment for the Certificates pursuant to this Purchase Contract. The agreements contained in this Section and in Section 10 will survive any termination of this Purchase Contract.

Section 13. Benefit; No Assignment. This Purchase Contract is made solely for the benefit of the County, the Corporation and the Underwriter (including its successors and assigns), and no other person will acquire or have any right hereunder or by virtue hereof. The rights and obligations created by this Purchase Contract are not subject to assignment by the

Underwriter, the County or the Corporation without the prior written consent of the other parties hereto.

Section 14. Severability. In the event that any provision of this Purchase Contract is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Purchase Contract.

Section 15. Counterparts. This Purchase Contract may be executed in any number of counterparts, all of which taken together will constitute one agreement, and any of the parties hereto may execute the Purchase Contract by signing any such counterpart.

Section 16. Governing Law. This Purchase Contract will be governed by the laws of the State of California.

Section 17. Effectiveness. This Purchase Contract will become effective upon the execution of the acceptance hereof by an authorized officer of the County, and will be valid and enforceable as of the time of such acceptance.

Very truly yours,

BRANDIS TALLMAN LLC, as Underwriter

By: _____
Authorized Representative

Accepted:

MONO COUNTY

By: _____
Authorized Representative

Time of Execution: ____ Pacific Time

EXHIBIT A
TERMS OF CERTIFICATES

\$[_____] **MONO COUNTY**
CERTIFICATES OF PARTICIPATION 2018 SERIES A
(MONO COUNTY CIVIC CENTER)

Principal Payment Date <u>([_____] 1)</u>	Principal <u>\$</u>	Interest Rate <u>%</u>
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EXHIBIT B

PREPAYMENT PROVISIONS OF THE CERTIFICATES

Optional Prepayment. The Certificates maturing on or before ___1, 20___ are not subject to optional prepayment prior to their stated Principal Payment Dates. The Certificates maturing on and after ___1, 20___ are subject to optional prepayment prior to their stated Principal Payment Dates on any date on or after ___1, 20___, in whole or in part, in Authorized Denominations, from and to the extent of prepaid Base Rental Payments paid pursuant to the Lease Agreement from any source of available funds, any such prepayment to be at a price equal to the principal evidenced by the Certificates to be prepaid, plus accrued interest evidenced thereby to the date fixed for prepayment, without premium.

Extraordinary Prepayment. The Certificates are subject to extraordinary prepayment on any date prior to their stated Principal Payment Dates, in whole or in part, in Authorized Denominations, from and to the extent of any insurance proceeds or condemnation award paid with respect to all or a portion of the Property remaining after payment therefrom of all reasonable expenses incurred in the collection thereof (the "Net Proceeds") received with respect to all or a portion of the Property and deposited by the Trustee in the Prepayment Fund in accordance with the Trust Agreement, at a prepayment price equal to the principal evidenced by the Certificates to be prepaid, plus accrued interest evidenced thereby to the date fixed for prepayment, without premium.

Selection of Certificates for Prepayment. Whenever less than all the Outstanding Certificates are to be prepaid on any one date, the Trustee will select the Certificates to be prepaid (a) with respect to any extraordinary prepayment of Certificates, among Certificates with different stated Principal Payment Dates in proportion to the amount by which the principal components of the Base Rental Payments evidenced by such Certificates are abated pursuant to the Lease Agreement, and (b) with respect to any optional prepayment of Certificates, as directed in a Written Request of the County, and by lot among Certificates with the same stated Principal Payment Date in any manner that the Trustee deems fair and appropriate, which decision will be final and binding upon the County, the Corporation and the Owners.

Mandatory Sinking Fund Prepayment. The Certificates maturing ___1, 20___ are subject to mandatory prepayment prior to their maturity at a Prepayment Price equal to the principal amount to be redeemed plus accrued interest thereon to the prepayment date on ___1, 20___ in the principal amounts and on the scheduled mandatory prepayment dates as follows:

Term Certificate Maturing ___1, 20___

Date ([_____] 1)	Sinking Fund Prepayment Amount \$
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(maturity)

EXHIBIT C

\$_[]
MONO COUNTY
CERTIFICATES OF PARTICIPATION 2018 SERIES A
(MONO COUNTY CIVIC CENTER)

CLOSING CERTIFICATE OF THE COUNTY

The undersigned hereby certifies and represents that he or she is the duly appointed and acting representative of Mono County (the "County"), and is duly authorized to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of the County as follows:

(a) The representations, warranties and covenants of the County contained in the Certificate Purchase Agreement dated [December 5], 2018, between the County and Brandis Tallman LLC, as underwriter (the "Purchase Contract"), are true and correct and in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(b) The County Resolution is in full force and effect at the date of the Closing and has not been amended, modified or supplemented, except as agreed to by the County and the Underwriter.

(c) The County has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied on or prior to the date of the Closing.

(d) Subsequent to the date of the Official Statement and on or prior to the date of this certificate, there has been no material adverse change in the condition (financial or otherwise) of the County, whether or not arising in the ordinary course of the operations of the County, from that described in the Official Statement.

Capitalized terms used but not defined herein have the meanings given such terms in the Certificate Purchase Agreement.

Dated: December __, 2018.

MONO COUNTY

By: _____
Authorized Officer

EXHIBIT D

**§[_____] MONO COUNTY
CERTIFICATES OF PARTICIPATION 2018 SERIES A
(MONO COUNTY CIVIC CENTER)**

CLOSING CERTIFICATE OF THE CORPORATION

The undersigned hereby certifies and represents that he or she is the duly appointed and acting representative of the County of Mono Economic Development Corporation (the “Corporation”), and is duly authorized to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of the Corporation as follows:

(a) The representations, warranties and covenants of the Corporation contained in the Certificate Purchase Agreement dated [December 5], 2018, between the County and Brandis Tallman LLC, as underwriter (the “Purchase Contract”) are true and correct and in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(b) The Corporation Resolution is in full force and effect at the date of the Closing and has not been amended, modified or supplemented, except as agreed to by the Corporation and the Underwriter.

(c) The Corporation has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied on or prior to the date of the Closing.

(d) Subsequent to the date of the Official Statement and on or prior to the date of this certificate, there has been no material adverse change in the condition (financial or otherwise) of the Corporation, whether or not arising in the ordinary course of operations, from that described in the Official Statement.

Capitalized terms used but not defined herein have the meanings given in the Purchase Contract.

Dated: December __, 2018.

**COUNTY OF MONO ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Authorized Officer

EXHIBIT E

§[]

**MONO COUNTY
CERTIFICATES OF PARTICIPATION 2018 SERIES A
(MONO COUNTY CIVIC CENTER)**

CLOSING CERTIFICATE OF THE TRUSTEE

The undersigned hereby certifies and represents that he or she is the duly appointed and acting representative of U.S. Bank National Association (the "Trustee"), and is duly authorized to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of the Trustee as follows:

(a) The Trustee has all necessary power to enter into the Master Trust Agreement, dated as of December 1, 2018 (the "Trust Agreement") by and among the County, the Corporation and the Trustee, the Assignment Agreement, dated as of December 1, 2018 (the "Assignment Agreement") by and between the Corporation and the Trustee, and

(b) The Trust Agreement and the Assignment Agreement have been duly authorized, executed and delivered by the Trustee and the Trust Agreement, the Assignment Agreement constitute the legal, valid and binding obligations of the Trustee enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(c) No consent, approval, authorization or other action by any governmental or regulatory County having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery of the Trustee or the performance by the Trustee of its duties and obligations under the Trust Agreement and the Assignment Agreement;

(d) The execution and delivery by the Trustee of the Trust Agreement and the Assignment Agreement and compliance with the terms thereof will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, Trust Agreement, bond, note, resolution or any other agreement or instrument to which the Trustee is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties (except that no representation, warranty or agreement need be made by such counsel with respect to any federal or State securities or blue sky laws or regulations); and

(e) There is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending, or to the best knowledge of the Trustee, threatened against the Trustee which, in the reasonable judgment of the Trustee, would affect the existence of the Trustee or in any way contesting or affecting the validity or enforceability of the Trust Agreement or the Assignment Agreement, or contesting the powers of the Trustee or its County to enter into and perform its obligations thereunder.

Capitalized terms used but not defined herein have the meanings given such terms in the Purchase Contract.

Dated: December __, 2018.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

By: _____
Authorized Officer

EXHIBIT F

\$_[]
MONO COUNTY
CERTIFICATES OF PARTICIPATION 2018 SERIES A
(MONO COUNTY CIVIC CENTER)

CERTIFICATE OF MUNICIPAL ADVISOR

The undersigned hereby states and certifies:

(i) that the undersigned is an authorized officer of KNN Public Finance, LLC (the “Municipal Advisor”), which has acted as municipal advisor to Mono County (the “County”) in connection with the issuance of the above-referenced certificates (the “Certificates”), and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same;

(ii) that the Municipal Advisor has participated in the preparation of the Preliminary Official Statement dated [November 26], 2018 and the final Official Statement dated [December 5], 2018 (the “Official Statement”) relating to the Certificates; and

(iii) that nothing has come to the attention of the Municipal Advisor which would lead it to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

Dated December __, 2018.

KNN PUBLIC FINANCE, LLC,
as Municipal Advisor

By: _____
Authorized Officer

EXHIBIT G

\$[____]

**MONO COUNTY
CERTIFICATES OF PARTICIPATION 2018 SERIES A
(MONO COUNTY CIVIC CENTER)**

MATURITY SCHEDULE

<i>Maturity Date ([____] 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	[10% Test Satisfied	10% Test Not Satisfied	Subject to Hold- The- Offering Price Rule]
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EXHIBIT H

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MONO COUNTY

CERTIFICATES OF PARTICIPATION 2018 SERIES A (MONO COUNTY CIVIC CENTER)

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Brandis Tallman LLC (“Brandis Tallman”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned certificates (the “Certificates”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Certificates listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Issuer* means Mono County, California.

(c) *Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is [December 5], 2018.

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Brandis Tallman's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and the Corporation with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and by Nixon Peabody LLP, in connection with rendering its opinion that the interest on the Certificates, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Certificates.

BRANDIS TALLMAN LLC, as Underwriter

By: _____
Authorized Officer

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES
(Attached)

SCHEDULE B
PRICING WIRE INFORMATION
(Attached)

EXHIBIT I

LETTER OF REPRESENTATIONS OF THE COUNTY OF MONO ECONOMIC DEVELOPMENT CORPORATION

[Dated the Closing Date]

Brandis Tallman LLC
22 Battery St., Suite 500
San Francisco, California 94111

Ladies and Gentlemen:

The County of Mono, California (the “County”) proposes to cause the execution and delivery of \$[___] Mono County Certificates of Participation 2018 Series A (Mono County Civic Center) (the “Certificates”). The Certificates will be dated their date of delivery.

The Certificates will be executed and delivered pursuant to a Master Trust Agreement, dated as of December 1, 2018 (the “Trust Agreement”), by and among U.S. Bank National Association, as trustee (the “Trustee”), the County of Mono Economic Development Corporation (the “Corporation”), and the County. The Certificates will represent direct, undivided fractional interests in certain rental payments (the “Base Rental Payments”) to be made by the County pursuant to a Lease Agreement dated as of December 1, 2018 (the “Lease Agreement”), by and between the County and the Corporation. Pursuant to the Lease Agreement, the County will pay the Base Rental Payments in consideration for use and occupancy of certain real property owned by the County (the “Property”), which the County will initially lease to the Corporation pursuant to a Ground Lease, dated as of December 1, 2018 (the “Ground Lease”), by and between the County and the Corporation and sublease back from the Corporation, pursuant to the Lease Agreement. Pursuant to an Assignment Agreement, dated as of December 1, 2018 (the “Assignment Agreement”) by and between the Corporation and the Trustee, the Corporation will assign to the Trustee, for the benefit of the owners of the Certificates, all of its right, title and interest in and to the Lease Agreement, including the right to receive Base Rental Payments and Additional Rental Payments under the Lease Agreement.

The Trust Agreement, the Ground Lease, the Lease Agreement, the Assignment Agreement and this Letter of Representations are referred to collectively herein as the “Corporation Legal Documents.” Capitalized terms not otherwise defined herein shall have the meanings as defined in the Trust Agreement.

The Certificates are being sold by the County pursuant to the Certificate Purchase Agreement between the County and Brandis Tallman LLC (the “Underwriter”) dated the date hereof (the “Certificate Purchase Agreement”). The Certificates shall be payable and shall be subject to prepayment and purchase as provided in the Trust Agreement.

The Corporation acknowledges and agrees that: (1) the purchase and sale of the Certificates pursuant to the Purchase Agreement is an arm’s-length commercial transaction between the County and the Underwriter; (2) in connection therewith and with the discussions, conferences, negotiations and undertakings leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and are not acting as an agent, municipal advisor, financial advisor or fiduciary in favor of the Corporation; (3) the Underwriter has not

assumed an advisory or fiduciary responsibility in favor of the Corporation with respect to the offering contemplated hereby or the discussions, negotiations and undertakings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Corporation on other matters) and the Underwriter has no obligation to the Corporation with respect to the offering contemplated hereby except the obligations expressly set forth in the Purchase Agreement or imposed by law; (4) it has consulted its own legal, accounting, tax, financial and other advisors to the extent it has deemed appropriate; and (5) the Purchase Agreement expresses the entire relationship between the parties hereto with respect to the transaction contemplated therein.

To facilitate and induce you to purchase the Certificates as contemplated therein, the Corporation hereby represents, warrants and agrees with you as follows:

(a) The Corporation is a nonprofit public benefit corporation pursuant to the Nonprofit Public Corporation Law of the State of California (the “State”) and has all necessary power and authority to adopt its resolution adopted on [November 13], 2018 (the “Corporation Resolution”), to enter into and perform its duties under the Corporation Agreements and, when executed and delivered by the respective parties thereto, the Corporation Agreements will each constitute legal, valid and binding obligation of the Corporation enforceable in accordance with its respective terms.

(b) The Board of Directors (the “Corporation Board”) of the Corporation has taken official action by conducting a public hearing and adopting the Corporation Resolution by a majority of the members of the Corporation Board at a meeting duly called, noticed and conducted, at which a quorum was present and acting throughout, authorizing the execution, delivery and due performance of the Corporation Agreements and the execution and delivery of the Official Statement and the taking of any and all such action as may be required on the part of the Corporation to carry out, give effect to and consummate the transactions contemplated hereby.

(c) By all necessary official action, the Corporation has duly adopted the Corporation Resolution, has duly authorized the preparation and delivery of the Preliminary Official Statement and the preparation, execution and delivery of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, the Corporation Agreements, and the consummation by it of all other transactions contemplated by the Corporation Resolution, the Corporation Agreements, the Preliminary Official Statement and the Official Statement. When executed and delivered by their respective parties, the Corporation Agreements (assuming due authorization, execution and delivery by and enforceability against the other parties thereto) will be in full force and effect and each will constitute legal, valid and binding agreements or obligations of the Corporation, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(d) At the time of the Corporation’s acceptance hereof and at all times subsequent thereto up to and including the time of the Closing, the information and statements in the Official

Statement (other than CUSIP numbers, statements under the headings “TAX MATTERS” and “APPENDIX E,” any information concerning the Depository Trust Company and the book-entry system for the Certificates and information provided by the Underwriter as to which no view is expressed) do not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) As of the date hereof, other than as disclosed in the Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending against the Corporation or, to the best knowledge of the Corporation, threatened, wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the Corporation, or the titles of its members or officers; (ii) in any way question or affect the validity or enforceability of Corporation Agreements or the Certificates, or (iii) in any way question or affect the transactions contemplated by the Corporation Agreements, the Official Statement, or any other agreement or instrument to which the Corporation is a party relating to the Certificates.

(f) There is no consent, approval, authorization or other order of, or filing or registration with, or certification by, any regulatory County having jurisdiction over the Corporation required for the execution and delivery of this Purchase Contract or the consummation by the Corporation of the other transactions contemplated by the Official Statement or the Corporation Agreements.

(g) Any certificate signed by any official of the Corporation authorized to do so will be deemed a representation and warranty by the Corporation to the Underwriter as to the statements made therein.

(h) Except as previously disclosed to the Underwriter, the Corporation is not in default, and at no time has the Corporation defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding.

(i) Except as disclosed in the Official Statement, there has not been any materially adverse change in the financial condition of the Corporation since June 30, 2017, and there has been no occurrence or circumstance or combination thereof that is reasonably expected to result in any such materially adverse change.

(j) If between the date of this Purchase Contract and the date which is 25 days following the End of the Underwriting Period (as defined above), any event will occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Corporation will immediately notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Corporation will at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(k) Except as disclosed in the Official Statement, the Corporation has not previously failed to comply in all material respects with any undertakings under Rule 15c2-12 in the past five years.

(l) The Corporation does not need the consent of its auditor to include its comprehensive annual financial report for the fiscal year ended June 30, 2017 as an appendix to the Official Statement.

(m) The Corporation covenants with the Underwriter that the Corporation will cooperate with the Underwriter (at the cost and written directions of the Underwriter), in qualifying the Certificates for offer and sale under the securities or Blue Sky laws of such jurisdiction of the United States as the Underwriter may reasonably request; provided, however, that the Corporation shall not be required to consent to suit or to service of process, or to qualify to do business, in any jurisdiction. The Corporation consents to the use by the Underwriter of the Corporation Agreements, the Preliminary Official Statement and the Official Statement in the course of its compliance with the securities or Blue Sky laws of the various jurisdictions related to the offering and sale of the Certificates.

This Letter of Representations, upon the execution hereof by a duly authorized officer of the Corporation, shall be valid and enforceable as of the time of such execution.

Very truly yours,

COUNTY OF MONO ECONOMIC DEVELOPMENT
CORPORATION

By: _____
Authorized Representative