
ESCROW DEPOSIT AND TRUST AGREEMENT

by and among the

CARSON PUBLIC FINANCING AUTHORITY

and

CITY OF CARSON

and

THE BANK OF NEW YORK MELLON, N.A.

Dated as of June 1, 2019

Relating to the Payment and Redemption of the

**City of Carson
Reassessment District No. 2001-1 (Dominguez Technology Center West)
Limited Obligation Refunding Improvement Bonds, Series 2006
and
Carson Public Financing Authority
Reassessment Revenue Bonds, Series A and Subordinate Series B**

ESCROW DEPOSIT AND TRUST AGREEMENT

This ESCROW DEPOSIT AND TRUST AGREEMENT (this “Agreement”) is made and entered into as of June 1, 2019, by and among the CARSON PUBLIC FINANCING AUTHORITY, a joint powers authority existing under the laws of the State of California (the “Authority”), the CITY OF CARSON (the “City”), and THE BANK OF NEW YORK MELLON, N.A., a national banking association organized and existing under the laws of the United States of America having a corporate trust office in Los Angeles, California, as escrow agent, Prior Fiscal Agent, Prior Trustee, Fiscal Agent, and Trustee (as hereinafter defined) (collectively, the “Escrow Bank”);

WITNESSETH:

WHEREAS, the City Council of the City of Carson, in connection with and on behalf of the City of Carson Reassessment District No. 2001-1 (Dominguez Technology Center West) has authorized the issuance of City of Carson Reassessment District No. 2001-1 (Dominguez Technology Center West) Limited Obligation Refunding Improvement Bonds, Series 2019 (the “Local Obligation Bonds”) for the purpose of refinancing the City of Carson Reassessment District No. 2001-1 (Dominguez Technology Center West) Limited Obligation Refunding Improvement Bonds, Series 2006 (the “Prior District Bonds”); and

WHEREAS, the Prior District Bonds were issued pursuant to a Fiscal Agent Agreement, dated as of November 1, 2006 (“Prior Fiscal Agent Agreement”), by and between the City and the Bank of New York Mellon Trust Company, N.A., formally known as The Bank of New York Trust Company, N.A (the “Prior Fiscal Agent”); and

WHEREAS, Authority is the owner of the Prior District Bonds by virtue of its purchase of the Prior District Bonds with proceeds of its Reassessment Revenue Bonds, Series A (the “2006A Authority Bonds”) and its Reassessment Revenue Bonds, Subordinate Series B (the “2006B Authority Bonds” and, together with the 2006A Authority Bonds, the “Prior Authority Bonds”); and

WHEREAS, the Prior Authority Bonds were issued pursuant to the terms of an Indenture of Trust, dated as of November 1, 2006 (the “Prior Indenture”), by and between the Authority and the Bank of New York Mellon Trust Company, N.A., formally known as The Bank of New York Trust Company, N.A. (the “Prior Trustee”); and

WHEREAS, for the purpose of assisting the City in (a) refinancing the Prior Authority Bonds and the Prior District Bonds, and (b) for financing certain public capital improvements (the “Facilities”), the Authority has issued its Reassessment Revenue Refunding Bonds, Series 2019 (the “Authority Bonds”) pursuant to an Indenture of Trust, dated as of June 1, 2019 (the “Indenture”), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”); and

WHEREAS, to assist in refinancing the Prior District Bonds, the City has issued the Local Obligation Bonds pursuant to a Fiscal Agent Agreement, dated as of June 1, 2019 (“Fiscal

Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”); and

WHEREAS, the City and the Authority have determined that refunding the Prior District Bonds and the Prior Authority Bonds to effect savings is prudent in the management of their fiscal affairs and a public purpose; and

WHEREAS, the Authority will use a portion of the proceeds of the Authority Bonds, among other things, to purchase the Local Obligation Bonds; and

WHEREAS, the City will use a portion of the proceeds of the sale of the Local Obligation Bonds to the Authority, along with other moneys, to redeem the Prior District Bonds and discharge the Prior Fiscal Agent Agreement; and

WHEREAS, the Prior Fiscal Agent Agreement provides for the payment, redemption, and discharge of the Prior District Bonds prior to maturity by the setting apart of money in a special irrevocable escrow fund to insure the payment of principal, premium, if any, and interest thereon; and

WHEREAS, the Prior Indenture provides for the payment, redemption and discharge of the Prior Authority Bonds prior to maturity or by setting apart money in a special irrevocable escrow fund to insure the payment of principal, premium, if any and interest thereon; and

WHEREAS, the Authority, the City and the Escrow Bank wish to enter into this Agreement for the purpose of providing the terms and conditions relating to the deposit and application of moneys to provide for the redemption of the Prior District Bonds and the Prior Authority Bonds in full and, concurrently with said payment, discharge of the Prior Fiscal Agent Agreement, pursuant to and in accordance with the provisions of the Prior Fiscal Agent Agreement and the discharge of the Prior Indenture pursuant to the provisions thereof; and

WHEREAS, the Escrow Bank has full powers to act with respect to the irrevocable escrow created hereby and to perform the duties and obligations to be undertaken by it pursuant to this Agreement.

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

Section 1. Certain Definitions. Unless the context otherwise requires, the terms defined in this section shall, for all purposes of this Agreement have the meanings herein specified. Capitalized terms not otherwise defined herein are defined in the Prior Fiscal Agent Agreement.

“Agreement” means this Escrow Deposit and Trust Agreement dated as of June 1, 2019, by and among the Authority, the City and the Escrow Bank.

“Authority” means the Carson Public Financing Authority, a joint powers authority existing under the laws of the State of California, as further described in the preambles hereto.

“Authority Bonds” have the definition set forth in the preambles of this Agreement.

“Bond Counsel” means Aleshire & Wynder, LLP, or any other attorney or firm of attorneys of nationally recognized standing in the field of municipal finance whose opinions are generally accepted by purchasers of municipal bonds or notes, appointed from time to time by the Authority.

“Bond Law” means Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California.

“City” means the City of Carson, a municipal corporation.

“City Council” means the City Council of the City.

“Closing Date” means the date of issuance of the Authority Bonds and the Local Obligation Bonds.

“District” means the Reassessment District No. 2001-1 (Dominguez Technology Center West).

“Escrow Fund” means the fund by that name as created by Section 4 herein and the accounts therein.

“Fiscal Agent” has the definition set forth in the preambles of this Agreement.

“Fiscal Agent Agreement” has the definition set forth in the preambles of this Agreement.

“Indenture” has the definition set forth in the preambles of this Agreement.

“Local Obligation Bonds” has the definition set forth in the preambles of this Agreement.

“Payment Date” means each date upon which interest or principal is due on the Prior Authority Bonds as shown on Schedule A attached hereto.

“Prior Authority Bonds” has the definition set forth in the preambles of this Agreement.

“Prior District Bonds” have the definition set forth in the preambles of this Agreement.

“Prior Fiscal Agent” has the definition set forth in the preambles of this Agreement.

“Prior Fiscal Agent Agreement” has the definition set forth in the preambles of this Agreement.

“Prior Indenture” has the definition set forth in the preambles of this Agreement.

“Prior Trustee” has the definition set forth in the preambles of this Agreement.

“Redemption Date” means the date of redemption of the Prior District Bonds and the Prior Authority Bonds, as applicable.

“Redemption Fund” means the fund so designated which is established and held by the Fiscal Agent pursuant to the Fiscal Agent Agreement.

“Trustee” has the definition set forth in the preambles of this Agreement.

Section 2. Receipt of Prior Fiscal Agent Agreement and the Prior Indenture.

The Escrow Bank hereby acknowledges receipt of a true and correct copy of the Prior Fiscal Agent Agreement and the Prior Indenture. Reference herein to, or citation of, any provision of the Prior Fiscal Agent Agreement and Prior Indenture shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if fully set forth herein.

Section 3. Appointment of Escrow Bank. The City and the Authority hereby appoint the Escrow Bank as escrow bank for all purposes of this Agreement and in accordance with the terms and provisions of this Agreement, and the Escrow Bank hereby accepts such appointment. The Escrow Bank is entering into this Agreement in its current capacity as Escrow Bank, Trustee, Prior Trustee, Prior Fiscal Agent and Fiscal Agent.

Section 4. Establishment of Escrow Fund and Accounts. There is hereby created by the Authority with, and to be held by, the Escrow Bank, as security for the payment of the principal of, redemption premium, if any, and interest on the Prior Authority Bonds as hereinafter set forth, an irrevocable escrow to be maintained in escrow by the Escrow Bank on behalf of the Authority and for the benefit of the owners of the Prior Authority Bonds, said escrow to be designated the “Escrow Fund.” Within the Escrow Fund, the Escrow Agent shall create two accounts, entitled the “2006A Escrow Account” related to the 2006A Authority Bonds and the “2006B Escrow Account” related to the 2006B Authority Bonds. All moneys deposited in each account of the Escrow Fund shall constitute a special fund for the payment of the principal of, redemption premium, if any, and interest on each respective series of the Prior Authority Bonds in accordance with the provisions of the Prior Indenture. If at any time the Escrow Bank shall receive actual knowledge that the moneys in the Escrow Fund or accounts therein will not be sufficient to make any payment required by Section 6 hereof, the Escrow Bank shall notify the Authority of such fact and the Authority shall immediately cure such deficiency.

Section 5. Transfer of Prior Funds; Deposit into Escrow Fund; Investment of Amounts.

(a) On the Closing Date, the Escrow Agent, as Prior Fiscal Agent, shall transfer \$____ to the Escrow Agent to payoff the Prior District Bonds, which amount is sufficient to pay the principal and interest on the Prior District Bonds to and including ____, the Redemption Date for the Prior District Bonds. The Authority, as owner of the Prior District Bonds hereby instructs the Escrow Agent to deposit \$____ of such funds, upon receipt in the 2006A Escrow Account of the Escrow Fund and \$____ of such funds, upon receipt in the 2006B Escrow Account of the Escrow Fund. Such amounts are derived from the proceeds of the Local

Obligation Bonds transferred to the Fiscal Agent (\$___), and certain funds remaining in the ___ Fund under the Prior Fiscal Agent Agreement (\$___). The Authority and the City agree that the amount transferred to the Escrow Agent is sufficient to discharge the Prior District Bonds on ___ and pay principal, premium, if any and interest on the Prior District Bonds to _____. The Authority hereby consents to discharge of the Prior Fiscal Agent Agreement by the deposit of such amounts.

(b) On the Closing Date, the Escrow Agent, as Prior Trustee shall transfer \$___ to the Escrow Agent and the Escrow Agent shall deposit \$___ of such funds in the 2006A Escrow Account and \$___ of such funds in the 2006B Escrow Account of the Escrow, which amount is derived from amounts in the Reserve Fund for the Prior Authority Bonds (\$___), and certain funds remaining in the ___ Fund under the Prior Indenture (\$___).]

(c) [On the Closing Date and concurrently with the transfers above, pursuant to the Indenture there is hereby deposited with the Escrow Bank and the Escrow Bank hereby acknowledges the receipt of, immediately available federal funds in the amount of \$_____. The Escrow Bank shall deposit \$___ of such funds in 2006A Escrow Account and \$___ of such funds in the 2006B Escrow Account of the Escrow Fund.

(d) The total amount of moneys deposited in the 2006A Escrow Account of the Escrow Fund pursuant to Subsections (a), (b) and (c) above is \$_____. The amount of \$_____ deposited in the 2006A Escrow Account pursuant to this Section shall be invested in the federal securities described in Schedule B attached hereto ("2006A Federal Securities"), and the remaining \$___ in the 2006A Escrow Account shall be held uninvested. The Authority warrants that the amount of \$___ deposited in the 2006A Escrow Account of the Escrow Fund, as invested pursuant to the provisions hereof, shall be sufficient for purposes described in Section 6 below. The Authority hereby directs the Escrow Bank to acquire the Federal Securities described on Schedule B, for deposit in the 2006A Escrow Account.

(e) The total amount of moneys deposited in the 2006B Escrow Account of the Escrow Fund pursuant to Subsections (a), (b) and (c) above is \$_____. The amount of \$_____ deposited in the 2006B Escrow Account pursuant to this Section shall be invested in the federal securities described in Schedule B attached hereto ("2006B Federal Securities"), and the remaining \$___ in the 2006B Escrow Account shall be held uninvested. The Authority warrants that the amount of \$___ deposited in the 2006B Escrow Account of the Escrow Fund, as invested pursuant to the provisions hereof, shall be sufficient for purposes described in Section 6 below. The Authority hereby directs the Escrow Bank to acquire the Federal Securities described on Schedule B, for deposit in the 2006B Escrow Account.

(f) The amounts deposited in the accounts of the Escrow Fund and investment earnings thereon will be sufficient to defease the Prior Authority Bonds on the Closing Date and pay the principal, redemption price and interest on Prior Authority Bonds on _____, as provided in Section 6 and discharge the Prior Authority Bonds on the Closing Date pursuant to Section 10.01 of the Prior Indenture.

(g) The City and the Authority hereby agree that the deposits pursuant to Subsections (a), (b) and (c) hereof which is deposited in the Escrow Fund is fully sufficient to

pay the Prior District Bonds, including all principal and interest thereon pursuant to Section 11.03 of the Prior Fiscal Agent Agreement on the Redemption Date.

(h) Funds held by the Escrow Bank in the Escrow Fund are solely for the uses and purposes set forth herein.

(i) All remaining amounts in the funds and accounts under the Prior Fiscal Agent Agreement or the Prior Indenture not accounted for in the Fiscal Agent Agreement, the Indenture, or Subsection (a), (b) or (c) above, and not needed pursuant to subsections (d) or (e) above shall be used to repay the Escrow Bank for any fees and expenses, and subsequently shall be transferred to the Fiscal Agent for deposit in the Interest Account under the Fiscal Agent Agreement.

Section 6. Instructions as to Application of Prior Authority Bonds Deposit. The total amount held in 2006A Escrow Account and the 2006B Escrow Account of the Escrow Fund pursuant to Section 5 hereof shall be deemed to be and shall constitute the deposits permitted to be made by the Authority to pay in full the Prior Authority Bonds and discharge the Prior Indenture. In accordance with the Prior Indenture, the Authority hereby irrevocably directs and instructs the Escrow Bank to apply the moneys in the Escrow Fund to pay all of the principal of and interest on the Prior Authority Bonds as the same shall become due and payable to and including ____, the Redemption Date of the Prior Authority Bonds, all as more particularly set forth in Schedule A attached hereto and hereby made a part hereof. The Authority has on this date received a verification report by [Causey Demgen & Moore, P.C.], an independent certified public accountants, verifying that the amounts in the Escrow Fund, including the maturing federal securities at the times provided herein, shall be sufficient to make the payments at the times described in Schedule B hereto.

The Authority hereby instructs the Prior Trustee, as Escrow Agent, to send written notice in the name of the Authority to the owner of each of the Prior Authority Bonds at the address shown on the registration books maintained by the Prior Trustee, at least thirty (30) days prior to ____, the Redemption Date for the Prior Authority Bonds. The Escrow Bank, as Prior Trustee, hereby accepts that instruction pursuant to the Prior Indenture.

The Authority hereby covenants that no part of the moneys or funds at any time in the Escrow Fund shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause the Prior Authority Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

Section 7. Defeasance and Refunding of Prior Authority Bonds. Pursuant to Section 10.01 of the Prior Indenture, the Authority shall pay and discharge the entire indebtedness of the Prior Authority Bonds by depositing with the Prior Trustee, in trust, at or before maturity, money which, together with the amounts then on deposit in the funds and accounts provided for in the Prior Indenture, as invested, is fully sufficient to pay all principal and interest on the Prior Authority Bonds. Pursuant to this Escrow Agreement, the deposit of moneys in the Escrow Fund pursuant to Section 5 and 6, and the provision for notice of redemption as provided herein, the lien of the Prior Indenture with respect to the Prior Authority Bonds shall cease and terminate.

Section 8. Refunding of Prior District Bonds. Pursuant to Section 11.03(C) of the Prior Fiscal Agent Agreement, the City shall pay and discharge the entire indebtedness by depositing with the Prior Fiscal Agent, in trust, at or before maturity, money which, together with the amounts then on deposit in the funds and accounts provided for in the Prior Fiscal Agent Agreement, is fully sufficient to pay all principal and interest on the Prior District Bonds to the Redemption Date. Pursuant to this Escrow Agreement, the deposit of moneys pursuant to Section 5 and the provision for notice of redemption, which is hereby given to the Authority, as owner of the Prior District Bonds, the lien of the Prior Fiscal Agent Agreement with respect to the Prior District Bonds shall cease and terminate on _____. The Authority and the City hereby agree that the Prior Fiscal Agent Agreement, including the Prior District Bonds, are discharged in full as of _____.

Section 9. Notice of Redemption; Notice of Defeasance. Pursuant to Section 4.03 of the Prior Indenture, the Prior Trustee shall mail by first class mail notice of redemption to the respective owners of the Prior Authority Bonds at least thirty (30) but not more than sixty (60) days prior to the date fixed for redemption for the Prior Authority Bonds. In addition, the Escrow Bank is instructed to post a Notice of Defeasance with the Securities Depository and Information Services, as defined in the Prior Indenture. A form of the Notice of Defeasance is attached as Exhibit A hereto, and shall be posted within 10 days following the defeasance of the Prior Authority Bonds on the Closing Date. The Notice of Redemption and Notice of Defeasance may be the same document.

Section 10. Creation of Lien. The escrow created hereby shall be irrevocable. The Owners of the Prior Authority Bonds are hereby given an express lien on, and security interest in, the Escrow Fund and all earnings thereon until used and applied in accordance with this Agreement. The federal securities and cash in the Escrow Fund are hereby pledged and assigned, and shall be applied solely for the payment of the principal of, the premium, if any, and interest on the Prior Authority Bonds.

Section 11. Compensation to Escrow Bank. The City shall pay or shall cause the Authority to pay to the Escrow Bank full compensation for its duties under this Agreement, including out-of-pocket costs such as publication costs, redemption expenses, legal fees and other costs and expenses relating hereto. Without limitation on the foregoing, the Escrow Bank shall not be entitled to any lien or right of set-off on amounts on deposit in the Escrow Fund for payment of its compensation under this Agreement.

Section 12. Liabilities and Obligations of Escrow Bank. The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Agreement unless the City or the Authority shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely and shall be protected in acting upon the written instructions of the City or the Authority or their agents relating to any matter or action as Escrow Bank under this Agreement.

The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of moneys held hereunder to accomplish the

redemption of the Prior Authority Bonds and the Prior District Bonds, or any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the “whereas” clauses herein shall be taken as the statements of the Authority, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representations as to the sufficiency of the moneys to accomplish the redemption of the Prior Authority Bonds pursuant to the Prior Indenture or to the validity of this Agreement as to the Authority and, except as otherwise provided herein, the Escrow Bank shall incur no liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence or willful misconduct, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Agreement. The Escrow Bank may consult with counsel, who may or may not be counsel to the Authority, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the Authority.

The Authority and the City hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and hold harmless the Escrow Bank and its respective successors, assigns, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Bank (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Agreement, or as may arise by reason of any act, omission or error of the Escrow Bank made in good faith in the conduct of its duties; *provided, however*, that neither the Authority nor the City shall be required to indemnify the Escrow Bank against its own negligence, gross negligence or willful misconduct. The indemnities contained in this Section 12 shall survive the termination of this Agreement and the resignation or removal of the Escrow Bank.

The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Bank shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys or Federal securities deposited with it to pay the principal, interest, or premiums, if any, on the Prior Bonds.

No provision of this Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

Section 13. Amendment. This Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the Prior Authority Bonds then outstanding shall have been filed with the Escrow Bank. This Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (a) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the Authority or the City, (b) to cure, correct or supplement any ambiguous or defective provision contained herein, (c) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the Prior Authority Bonds and the Authority Bonds, and that such amendment will not cause interest on the Prior Authority Bonds or the Authority Bonds to become subject to federal income taxation.

Section 14. Termination; Unclaimed Money. This Agreement shall terminate when the principal of and interest on all Prior Authority Bonds have been paid; *provided, however*, that money held by the Escrow Bank in the Escrow Fund for the payment and discharge of any of the Prior Authority Bonds which remain unclaimed for two (2) years after such payments were due, shall be repaid by the Escrow Bank to the Authority free from the trust created by the Prior Indenture and the escrow created by this Agreement, and the Escrow Bank shall thereupon be released and discharged with respect thereto and hereto and all liability of the Escrow Bank with respect to such money shall thereupon cease; *provided, however*, that before being required to make any such payment to the Authority, the Escrow Bank shall, at the expense of the Authority, cause to be mailed to the Owners of all such Prior Authority Bonds, at their respective addresses appearing on the Registration Books, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall not be less than thirty (30) days after the date of mailing of such notice, the balance of such moneys then unclaimed will be returned to the Authority.

Section 15. Merger or Consolidation of Escrow Bank; Resignation of Escrow Bank. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as trustee under the Prior Indenture, shall be the successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act. The Escrow Bank may resign by giving

written notice to the Authority and the City, and the Authority, upon receipt of such notice, the shall promptly appoint a successor Escrow Bank. If the Authority does not appoint a successor Escrow Bank, the resigning Escrow Bank may, at the expense of the Authority, petition a court of competent jurisdiction for the appointment of a successor Escrow Bank, which court may thereupon, upon such notice as it shall deem proper, appoint a successor Escrow Bank. Upon acceptance of appointment by a successor Escrow Bank, the resigning Escrow Bank shall transfer all amounts held by it in the Escrow Fund to such successor Escrow Bank and be discharged of any further obligation or responsibility hereunder.

Section 16. Severability. If any section, paragraph, sentence, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Agreement.

Section 17. Notice of Escrow Bank, City and Authority. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the principal corporate trust office of the Escrow Bank at The Bank of New York Mellon, N.A., 400 South Hope Street, Suite #500, Los Angeles, California 90071. Any notice to or demand upon the City or Authority shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to such party, c/o City of Carson, 701 East Carson Street Carson, California 90745, Attn: City Manager (or such other address as may have been filed in writing by the City or Authority with the Escrow Bank).

Section 18. California Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Authority, the City, and the Escrow Bank have each caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

CARSON PUBLIC FINANCING AUTHORITY

By: _____
Chief Administrative Officer

CITY OF CARSON

By: _____
City Manager

THE BANK OF NEW YORK MELLON, N.A.

By: _____
Authorized Officer

SCHEDULE A

PAYMENT AND REDEMPTION SCHEDULE OF 2006A AUTHORITY BONDS

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal Redeemed</u>	<u>Total Payment</u>
	\$	\$	\$.00	\$

PAYMENT AND REDEMPTION SCHEDULE OF 2006B AUTHORITY BONDS

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal Redeemed</u>	<u>Total Payment</u>
	\$	\$	\$.00	\$

SCHEDULE B

SCHEDULE OF 2006A FEDERAL SECURITIES

<u>Type of Security</u>	<u>Issue Date</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
			\$	%

SCHEDULE OF 2006B FEDERAL SECURITIES

<u>Type of Security</u>	<u>Issue Date</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
			\$	%

EXHIBIT A

Carson Public Financing Authority Reassessment Revenue Bonds, Series A and Subordinate Series B

Redemption Date on ____, at 100%

Rate	Maturity Date *Term Bond	CUSIP ¹	Principal Amount
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NOTICE IS HEREBY GIVEN to the owners of the bonds described above (the “Refunded Bonds”), that pursuant to the Escrow Deposit and Trust Agreement (the “Agreement”) entered into and dated as of June 1, 2019, by and among the City of Carson, the Carson Public Financing Authority and The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America having a corporate trust office in Los Angeles, California, as escrow bank, Prior Fiscal Agent, Fiscal Agent, Prior Trustee and Trustee (as those terms are defined in the Agreement) (collectively, the “Escrow Bank”), that:

As of ____ the Authority has deposited or caused to be deposited in an Escrow Fund with the Escrow Bank sufficient monies, as invested, to pay all of the principal of and interest on the Refunded Bonds as the same shall become due and payable to and including ____, the date of redemption of the Refunded Bonds, all as set forth above. On ____, the Refunded Bonds shall be discharged within the meaning of the Prior Indenture (as defined in the Agreement).

The Escrow Bank has been instructed by the Authority to redeem the Refunded Bonds on ____ at the redemption price of 1__%.

Date: ____, 2019
N.A.,

By: THE BANK OF NEW YORK MELLON,
as Escrow Bank

¹ *The Authority and the Escrow Bank shall not be responsible for the use of the CUSIP number(s) selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Refunded Bond. They are included solely for the convenience of the owners of the Refunded Bonds.*

THIS IS NOT A NOTICE OF REDEMPTION