

2012A CERTIFICATES ESCROW AGREEMENT

This 2012A CERTIFICATES ESCROW AGREEMENT, dated as of October 1, 2020 (the “2012A Escrow Agreement”), by and between the City of Cupertino, a municipal corporation and general law city duly organized and existing under and by virtue of the laws of the State of California (the “City”) and The Bank of New York Mellon Trust Company, N.A., Los Angeles, California, as escrow agent (the “Escrow Agent”), is entered into in accordance with the Trust Agreement, dated as of May 1, 2012, (the “2012 Trust Agreement”), by and among the City, the Cupertino Public Facilities Corporation (the “Corporation”) and The Bank of New York Mellon Trust Company, N.A., as trustee (the “2012 Trustee”) to prepay all of the City’s outstanding Certificates of Participation 2012A (2012 Refinancing Project) (the “2012A Certificates”).

W I T N E S S E T H:

WHEREAS, the City previously authorized the execution and delivery of the 2012A Certificates pursuant to the 2012 Trust Agreement; and

WHEREAS, the City has determined that a portion of the proceeds of the \$_____ City of Cupertino 2020A Certificates of Participation (the “2020 Certificates”), executed and delivered pursuant to a Trust Agreement, dated as of October 1, 2020 (the “2020 Trust Agreement”), by and among the Corporation, the City, and the 2012 Trustee, as trustee (the “Trustee”), will be deposited with the Escrow Agent and used to provide the funds to pay all outstanding principal and accrued interest with respect to the 2012A Certificates, without premium (the “Prepayment Price”), on November __, 2020 (the “Prepayment Date”); and

WHEREAS, by irrevocably depositing with the Escrow Agent cash and securities satisfying the criteria set forth in Section 14.01 of the 2012 Trust Agreement (the “Government Obligations”) in such amount as _____ (the “Verification Agent”) has determined will, together with other moneys then on deposit in certain funds existing under the 2012 Trust Agreement available therefor, together with interest to accrue thereon, be fully sufficient to prepay and discharge the 2012A Certificates, including the Prepayment Price of all outstanding 2012A Certificates;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Escrow Agent agree as follows:

Section 1. Deposit of Moneys. The City hereby instructs the Escrow Agent to deposit \$_____ received from the Trustee from the net proceeds of the sale of the 2020 Certificates and \$_____ received from the 2012 Trustee from the [Lease Payment Fund and the Reserve Fund] and other funds and accounts maintained under the 2012 Trust Agreement in the “Escrow Fund” hereby created and established hereunder. The Escrow Agent shall hold all such amounts in irrevocable escrow separate and apart from other funds of the City and to be applied solely as provided in this 2012A Escrow Agreement. The City hereby instructs the Escrow Agent to hold the amounts deposited to the Escrow Fund uninvested as cash.

Section 2. Payment of 2012A Certificates.

(a) Payment. From the moneys on deposit in the Escrow Fund, the Escrow Agent shall pay on the Prepayment Date the Prepayment Price of the 2012A Certificates. Upon the

complete prepayment of the 2012A Certificates, the Escrow Agent shall close the Escrow Fund and transfer any remaining proceeds therein to the City.

(b) Irrevocable Instructions to Provide Notice. Pursuant to instructions previously provided by the City, the Trustee mailed a conditional notice of full optional prepayment of the 2012A Certificates on _____, 2020 as required pursuant to Section 4.05 of the 2012 Trust Agreement, in the form attached hereto as Exhibit B. The notice of defeasance required to be mailed pursuant to Section 14.01 of the 2012 Trust Agreement is substantially in the form attached hereto as Exhibit A. The City hereby irrevocably instructs the Escrow Agent to mail a notice of defeasance of the 2012A Certificates in the form attached hereto as Exhibit A.

(c) Unclaimed Moneys. Any moneys which remain unclaimed for two years after the Prepayment Date shall be repaid by the Escrow Agent to the City.

(d) Priority of Payments. The owners of the 2012A Certificates shall have a first and exclusive lien on all moneys and securities in the Escrow Fund until such moneys and securities are used and applied as provided in this 2012A Escrow Agreement.

(e) Termination of Obligation. As provided in the 2012 Trust Agreement, upon deposit of moneys with the Escrow Agent in the Escrow Fund as set forth in Section 1 hereof, all obligations of the City under the 2012 Trust Agreement with respect to the 2012A Certificates shall cease, terminate and become void except as set forth in the 2012 Trust Agreement. As provided in Section 10.3 of the Lease Agreement, dated as of May 1, 2012 (the "2012 Lease Agreement"), by and between the City and the Corporation, the obligations of the City under the 2012 Lease Agreement with respect to the Lease Payments (as defined therein) relating to the 2012A Certificates shall cease, terminate, become void and be completely discharged and satisfied (except for the rights of the 2012 Trustee and the obligation of the City to have the moneys on deposit in the Escrow Fund applied to the Lease Payments).

Section 3. Application of Certain Terms of the 2012 Trust Agreement. All of the terms of the 2012 Trust Agreement relating to the making of payments of principal and interest with respect to the 2012A Certificates and relating to the exchange or transfer of the 2012A Certificates are incorporated in this 2012A Escrow Agreement as if set forth in full herein. The procedures set forth in Article IX of the 2012 Trust Agreement relating to the resignation and removal and merger of the 2012 Trustee under the 2012 Trust Agreement are also incorporated in this 2012A Escrow Agreement as if set forth in full herein and shall be the procedures to be followed with respect to any resignation or removal of the Escrow Agent hereunder.

Section 4. Performance of Duties. The Escrow Agent agrees to perform only the duties set forth herein and shall have no responsibility to take any action or omit to take any action not set forth herein.

Section 5. Escrow Agent's Authority to Make Investments. Except as provided in Section 2, the Escrow Agent shall have no power or duty to invest any funds held under this 2012A Escrow Agreement or to sell, transfer or otherwise dispose of the moneys or Government Obligations held hereunder.

Section 6. Indemnity. 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 keep harmless the Escrow Agent and its successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the City or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this 2012A Escrow Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds and securities deposited therein, the retention of the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this 2012A Escrow Agreement; provided, however, that the City shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's respective employees or the willful breach by the Escrow Agent of the terms of this 2012A Escrow Agreement. In no event shall the City or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this 2012A Escrow Agreement.

Section 7. Responsibilities of Escrow Agent. The Escrow Agent and its 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 2012A Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or securities deposited therein, the retention of the Government Obligations or the proceeds thereof, the sufficiency of the Government Obligations on deposit in the Escrow Fund to pay or prepay the 2012A Certificates, as the case may be, or any payment, transfer or other application of moneys or obligations by the Escrow Agent in accordance with the provisions of this 2012A Escrow Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent 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 City, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the proceeds to accomplish the refunding of the 2012A Certificates or to the validity of this 2012A Escrow Agreement as to the City and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this 2012A Escrow Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this 2012A Escrow Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the City, 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 Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this 2012A Escrow Agreement, such matter may be deemed to be conclusively established by a certificate signed by an officer of the City.

The liability of the Escrow Agent to make the payments required by this 2012A Escrow Agreement shall be limited to the moneys in the Escrow Fund.

No provision of this 2012A Escrow Agreement shall require the Escrow Agent 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 Agent shall not be liable for the accuracy of any calculations provided herein.

Any company into which the Escrow Agent 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 Agent may sell or transfer all or substantially all of its corporate trust business shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

The City shall pay the Escrow Agent full compensation for its duties under this 2012A Escrow Agreement, including out-of-pocket costs such as publication costs, redemption expenses, legal fees and other costs and expenses relating hereto. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

The Escrow Agent 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 Agent may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel.

The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this 2012A Escrow Agreement and delivered using Electronic Means. ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder). The City shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit

Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Escrow Agent shall furnish the City with periodic cash transaction statements that include detail for all investment transactions effected by the Escrow Agent or brokers selected by the City. Upon the City's election, such statements will be delivered via the Escrow Agent's online service and upon electing such service, paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Escrow Agent as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Escrow Agent will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

Section 8. Amendments. This 2012A Escrow Agreement is made for the benefit of the City and the owners from time to time of the 2012A Certificates and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such owners, amend this 2012A Escrow Agreement or enter into such agreements supplemental to this 2012A Escrow Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this 2012A Escrow Agreement, the Law (as defined in the 2012 Lease Agreement), or the 2012 Trust Agreement, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this 2012A Escrow Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the 2012A Certificates, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent; and (iii) to include under this 2012A Escrow Agreement additional funds. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of Stradling Yocca Carlson & Rauth, A Professional Corporation, with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the various 2012A Certificates or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Section 9. Notice to Rating Agencies. In the event that this 2012A Escrow Agreement or any provision thereof is severed, amended or revoked the Escrow Agent shall provide written notice of such severance, amendment or revocation to the rating agencies then rating the 2012A Certificates.

Section 10. Term. This 2012A Escrow Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either: (i) the date upon which the 2012A Certificates have been paid in accordance with this 2012A Escrow Agreement; or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 2(c) of this 2012A Escrow Agreement.

Section 11. Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to by the Escrow Agent and the City and any other reasonable fees and

expenses of the Escrow Agent approved by the City; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien or assert any lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services rendered or expenses incurred by the Escrow Agent under this 2012A Escrow Agreement.

Section 12. Severability. If any one or more of the covenants or agreements provided in this 2012A Escrow Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this 2012A Escrow Agreement.

Section 13. Counterparts. This 2012A Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

Section 14. Governing Law. THIS 2012A ESCROW AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Section 15. Insufficient Funds. If at any time the Escrow Agent has actual knowledge that the moneys and securities in the Escrow Fund, including the anticipated proceeds of and earnings thereon, will not be sufficient to make all payments required by this 2012A Escrow Agreement, the Escrow Agent shall notify the City in writing, of the amount thereof and the reason therefor to the extent known to it. The Escrow Agent shall have no responsibility regarding any such deficiency.

Section 16. Notice to City and Escrow Agent. Any notice to or demand upon the Escrow Agent may be served or presented, and such demand may be made, at the principal corporate trust office of the Escrow Agent at 400 South Hope Street, Suite 500, Los Angeles, California 90071, Attention: Corporate Trust. Any notice to or demand upon the City 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 the City at 10300 Torre Avenue, Cupertino, California 95014, Attention: City Manager (or such other address as may have been filed in writing by the City with the Escrow Agent).

IN WITNESS WHEREOF, the parties hereto have caused this 2012A Escrow Agreement to be executed by their duly authorized officers and attested as of the date first above written.

CITY OF CUPERTINO

By: _____
Steven Scharf
Mayor

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Escrow Agent and 2012
Trustee

By: _____
Authorized Officer

EXHIBIT A

NOTICE OF DEFEASANCE

CERTIFICATES OF PARTICIPATION 2012A
(2012 Refinancing Project)
Evidencing Direct, Undivided Fractional Interests of
the Owners Thereof in Lease Payments to be Made by the
CITY OF CUPERTINO
(Santa Clara County, California)
As the Rental for Certain Property Pursuant to
a 2012 Lease Agreement with the
Cupertino Public Facilities Corporation

BASE CUSIP NO.[†] 231210

NOTICE IS HEREBY GIVEN to the owners of the above-captioned certificates of participation (as further defined below, the “2012A Certificates”), of the City of Cupertino (the “City”) that the City has deposited with The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “Escrow Agent”) under the terms of the Trust Agreement, dated as of May 1, 2012 (the “2012 Trust Agreement”), by and among the City, the Cupertino Public Facilities Corporation, and The Bank of New York Mellon Trust Company, N.A., as trustee (the “2012 Trustee”), cash sufficient to pay on November __, 2020 the prepayment price of the 2012A Certificates maturing on and after July 1, 2021, being the principal amount thereof, without premium.

The 2012A Certificates to be defeased are as follows:

<i>CUSIP^{†*}</i>	<i>Maturity (July 1)</i>	<i>Amount</i>	<i>Rate</i>
231210 FU4	2021	\$2,355,000	3.000%
231210 FV2	2022	2,425,000	3.000
231210 FW0	2023	2,500,000	3.000
231210 FX8	2024	2,575,000	3.000
231210 FY6	2025	2,655,000	3.000
231210 FZ3	2026	2,730,000	3.000
231210 GA7	2027	2,815,000	3.000
231210 GB5	2028	2,900,000	3.000
231210 GC3	2029	2,985,000	3.000
231210 GD1	2030	3,070,000	3.125

[†] Copyright 2016, American Bankers Association. CUSIP data herein is provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. None of the City, the Corporation nor the 2012 Escrow Agent guarantees the accuracy of the CUSIP data.

* The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the notice of defeasance. It is included solely for convenience of the Holders.

In accordance with the 2012 Trust Agreement, the 2012A Certificates are deemed to have been paid in accordance with Section 14.01 thereof and the obligations of the City and the

Corporation under the 2012 Trust Agreement shall thereupon cease, terminate and become void and be discharged and satisfied.

Notice is further given pursuant to Section 7 of the Continuing Disclosure Certificate, dated as of May 23, 2012, executed by the City and acknowledged by The Bank of New York Mellon Trust Company, N.A., as dissemination agent (the “Disclosure Certificate”) and executed in connection with the 2012A Certificates, that the City’s obligations under the Disclosure Certificate have terminated upon the legal defeasance of the 2012A Certificates on the date hereof. No further reports or filings will be made pursuant to the Disclosure Agreement.

Dated this _____ day of October, 2020

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Escrow Agent

EXHIBIT B

CONDITIONAL NOTICE OF FULL OPTIONAL PREPAYMENT

CERTIFICATES OF PARTICIPATION 2012A
(2012 Refinancing Project)
Evidencing Direct, Undivided Fractional Interests of
the Owners Thereof in Lease Payments to be Made by the
CITY OF CUPERTINO
(Santa Clara County, California)
As the Rental for Certain Property Pursuant to
a 2012 Lease Agreement with the
Cupertino Public Facilities Corporation

NOTICE IS HEREBY GIVEN TO THE OWNERS OF THE ABOVE-CAPTIONED CERTIFICATES pursuant to Section 4.01(a) of the Trust Agreement, dated as of May 1, 2012 (the “2012 Trust Agreement”), by and among the City of Cupertino (the “City”), the Cupertino Public Facilities Corporation (the “Corporation”) and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), that the Certificates listed below have been selected for prepayment on November __, 2020 (the “Prepayment Date”) at the price listed below as a percentage of the principal amount thereof (the “Prepayment Price”) together with interest accrued to the Prepayment Date.

<i>CUSIP^{†*}</i>	<i>Maturity (July 1)</i>	<i>Amount</i>	<i>Rate</i>	<i>Price</i>
231210 FU4	2021	\$2,355,000	3.000%	100%
231210 FV2	2022	2,425,000	3.000	100
231210 FW0	2023	2,500,000	3.000	100
231210 FX8	2024	2,575,000	3.000	100
231210 FY6	2025	2,655,000	3.000	100
231210 FZ3	2026	2,730,000	3.000	100
231210 GA7	2027	2,815,000	3.000	100
231210 GB5	2028	2,900,000	3.000	100
231210 GC3	2029	2,985,000	3.000	100
231210 GD1	2030	3,070,000	3.125	100

[†] Copyright 2016, American Bankers Association. CUSIP data herein is provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. None of the City, the Corporation nor the Trustee guarantees the accuracy of the CUSIP data.

* The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Optional Prepayment Notice. It is included solely for convenience of the Holders.

Pursuant to the 2012 Trust Agreement, payment of the Prepayment Price on the Certificates called for prepayment will be paid without presentation of the Certificates if presentment is not required and upon presentation of the Certificates if presentment is required. If presentment is required, surrender thereof can be made in the following manner:

First Class/Registered/Certified
The Bank of New York Mellon
Global Corporate Trust
P.O. Box 396
East Syracuse, New York 13057

Express Delivery Only
The Bank of New York Mellon
Global Corporate Trust
111 Sanders Creek Parkway
East Syracuse, New York 13057

By Hand Only
The Bank of New York Mellon
Global Corporate Trust
Corporate Trust Window
101 Barclay Street 1st Floor East
New York, New York 10286

Additional information regarding the foregoing actions may be obtained from The Bank of New York Mellon Trust Company, N.A., Corporate Trust Department, Bondholder Relations, telephone number (800) 254-2826.

Prepayment of the Certificates is conditional upon the receipt by the Trustee on or prior to the Prepayment Date of moneys that are sufficient to pay the principal and interest evidenced and represented by the Certificates that are subject to optional prepayment and, if such moneys have not been so received, this notice shall be of no force and effect and the Trustee shall not be required to prepay such Certificates.

A form W-9 must be submitted with the Certificates. Failure to provide a completed form W-9 will result in 31% backup withholding pursuant to the Interest and Dividend Tax Compliance Act of 1983. Under the Jobs and Growth Tax Relief Reconciliation Act of 2003, 28% will be withheld if the tax identification number is not properly certified.

If the Owner of any Certificate that is subject to optional prepayment fails to deliver such Certificate to the Trustee on the Prepayment Date, such Certificate shall nevertheless be deemed prepaid on the Prepayment Date and the Owner of such Certificate shall have no rights in respect thereof except to receive payment of the Prepayment Price from funds that are held by the Trustee for such payment.

By The Bank of New York Mellon Trust Company,
N.A.
As Trustee or Agent

Dated: October ___, 2020