
ESCROW AGREEMENT

by and between the

CITY OF OXNARD

and

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS PRIOR TRUSTEE AND AS ESCROW BANK**

Dated as of March 1, 2021

**City of Oxnard Financing Authority
2010 Lease Revenue Refunding Bonds, Series 2011**

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Escrow Agreement”), executed and entered into as of March 1, 2021, is by and between the CITY OF OXNARD, a political subdivision duly organized and existing under the laws of the State of California (the “City”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as Prior Trustee (as defined herein) and as escrow bank (the “Escrow Bank”).

WITNESSETH:

WHEREAS, there are currently outstanding City of Oxnard Financing Authority Lease Revenue Refunding Bonds, Series 2011 (the “Prior Bonds”);

WHEREAS, the Prior Bonds were issued under the Trust Agreement, dated as of June 1, 2011 (the “2011 Trust Agreement”), by and among the City of Oxnard Financing Authority (the “Authority”), a joint exercise of powers authority duly organized and existing under and by virtue of the laws of the State of California (the “Authority”), the City and Wells Fargo Bank, National Association, as trustee (the “Prior Trustee”);

WHEREAS, the Escrow Bank is the Prior Trustee under the 2011 Trust Agreement;

WHEREAS, the City and the Authority have determined that a savings will be realized by the City exercising its options to prepay its obligations under the Lease (as defined in the 2011 Trust Agreement) and redeem and to cause the Authority to redeem the Prior Bonds on June 1, 2021 (the “Redemption Date”) at a redemption price (the “Redemption Price”) equal to the principal amount of the Prior Bonds, plus the accrued but unpaid interest on the Prior Bonds to the Redemption Date;

WHEREAS, in order to provide the funds necessary to exercise said option, on _____, 2019, the Authority has caused to be sold on a forward delivery basis \$_____ aggregate principal amount of City of Oxnard Financing Authority Lease Revenue Refunding Bonds, 2021A (Tax-Exempt) (the “Series 2021A Bonds”), pursuant to an Indenture, dated as of December 1, 2019, as amended by a First Supplement to Indenture, dated as of March 1, 2021 (the “Indenture”), each by and among Wells Fargo Bank, National Association, as trustee (the “Trustee”), the City and the Authority, and will use the proceeds to refund the Prior Bonds; and

WHEREAS, the Prior Bonds are subject to redemption on the Redemption Date and the City and the Authority have determined to provide for the call for redemption on the Redemption Date of the Prior Bonds outstanding on the Redemption Date;

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

Section 1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the 2011 Trust Agreement.

Section 2. The Escrow Fund. (a) There is hereby established a fund (the “Escrow Fund”) to be held as an irrevocably pledged escrow by the Escrow Bank, which the Escrow Bank shall keep separate and apart from all other funds of the Authority and the Escrow Bank and to be applied solely as provided in this Escrow Agreement.

Pending application as provided in this Escrow Agreement, amounts on deposit in the Escrow Fund are hereby pledged solely to the payment of the Redemption Price on the Redemption Date, which amounts shall be held in trust by the Escrow Bank for the Owners of the Prior Bonds.

(b) The Prior Trustee was previously instructed and is hereby instructed to liquidate the investments held in the funds and accounts established under the 2011 Trust Agreement. As reflected in the report of the nationally recognized firm of independent certified public accountants delivered in connection herewith, upon the authentication and issuance of the Series 2021A Bonds, there shall be deposited in the Escrow Fund \$_____ received from the proceeds of the sale of the Series 2021A Bonds.

(c) Upon the deposit of moneys pursuant to Section 2(b) hereof, the moneys on deposit in the Escrow Fund will be at least equal to an amount sufficient to purchase the aggregate principal amount of Government Obligations set forth in Exhibit A hereto (the "Exhibit A Securities"), which principal, together with all interest due or to become due on such Exhibit A Securities, and any uninvested cash held by the Escrow Bank in the Escrow Fund, will be sufficient to make the payments required by Section 4 hereof.

Section 3. Use and Investment of Moneys. (a) The Escrow Bank hereby acknowledges deposit of the moneys described in Section 2(b) hereof and agrees to invest \$_____ of such moneys in the Exhibit A Securities upon receipt of certification by a nationally recognized firm of independent certified public accountants that the Exhibit A Securities will mature in such principal amounts and earn interest in such amounts and, in each case, at such times, so that sufficient moneys will be available from maturing principal and interest on the Exhibit A Securities, together with any uninvested moneys then held by the Escrow Bank in the Escrow Fund, to make all payments required by Section 4 hereof. Except as provided in Section 3(b) or Section 3(c) hereof, the balance of the moneys described in Section 2 hereof shall be held uninvested in the Escrow Fund.

(b) Upon the written request of the City, but subject to the conditions and limitations herein set forth, the Escrow Bank shall purchase substitute Government Obligations for the Government Obligations then held in the Escrow Fund with the proceeds derived from the sale, transfer, redemption or other disposition of Government Obligations then on deposit in the Escrow Fund and any uninvested money then held by the Escrow Bank hereunder in accordance with the provisions of this Section. Such sale, transfer, redemption or other disposition of Government Obligations then on deposit in the Escrow Fund and substitution of other Government Obligations shall be effected by the Escrow Bank upon the written request of the City but only by a simultaneous transaction and only upon receipt of (i) certification by a nationally recognized firm of independent certified public accountants that the Government Obligations to be substituted, together with the Government Obligations which will continue to be held in the Escrow Fund, will mature in such principal amounts and earn interest in such amounts and, in each case, at such times so that sufficient moneys will be available from maturing principal and interest on such Government Obligations held in the Escrow Fund, together with any uninvested moneys, to make all payments required by Section 4 hereof, which have not previously been made, and (ii) receipt by the Escrow Bank of an opinion of counsel of recognized standing in the field of law relating to municipal bonds to the effect that the sale, transfer, redemption or other disposition and substitution of Government Obligations will not adversely affect the exclusion of interest on any Prior Bonds or any Series 2021A Bonds from gross income for purposes of federal income taxation.

(c) Upon the written request of the City, but subject to the conditions and limitations herein set forth, the Escrow Bank will apply any moneys received from the maturing principal of or interest or other investment income on any Government Obligations held in the Escrow Fund, or the proceeds from any sale, transfer, redemption or other disposition of Government Obligations pursuant to Section 3(b)

hereof not required for the purposes of said Section: (i) to the extent such moneys will not be required at any time for the purpose of making a payment required by Section 4 hereof, as certified by a nationally recognized firm of independent certified public accountants delivered to the Escrow Bank, such moneys shall, upon the written request of the City, be transferred to the Trustee for deposit in the Interest Account established under the Indenture as received by the Escrow Bank, free and clear of any trust, lien, pledge or assignment securing the Prior Bonds or otherwise existing hereunder, and (ii) to the extent such moneys will be required for such purpose at a later date, shall, to the extent practicable, be invested or reinvested in Government Obligations maturing at times and in amounts sufficient, as certified by a nationally recognized firm of independent certified public accountants delivered to the Escrow Bank, to make such payment required by Section 4 hereof.

(d) All Government Obligations purchased pursuant to this Escrow Agreement shall be deposited in and held for the credit of the Escrow Fund. Except as provided in this Section 3 hereof, no moneys or Government Obligations deposited with the Escrow Bank pursuant to this Escrow Agreement nor principal of, or interest payments or other investment income on, any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Prior Bonds as provided in Section 4 hereof.

(e) The Owners of the Prior Bonds shall have a first and exclusive lien on the moneys and Government Obligations in the Escrow Fund until such moneys and Government Obligations are used and applied as provided in this Escrow Agreement.

(f) The Escrow Bank shall not be held liable for investment losses resulting from compliance with the provisions of this Escrow Agreement.

Section 4. Payment of Prior Bonds. From the maturing principal of the Government Obligations held in the Escrow Fund and the investment income and other earnings thereon and any uninvested money then held in the Escrow Fund, the Escrow Bank, the Escrow Bank shall apply such amounts as follows:

(a) on the Redemption Date, the Escrow Bank, as the Prior Trustee, shall pay the interest on the Prior Bonds in accordance with the terms of the 2011 Trust Agreement;

(b) on the Redemption Date, the Escrow Bank, as the Prior Trustee, shall pay the principal of the Prior Bonds in accordance with the terms of the 2011 Trust Agreement; and

(c) on the Redemption Date, the Escrow Bank, as the Prior Trustee, shall pay the Redemption Price in accordance with the terms of the 2011 Trust Agreement.

To the extent that the amount on deposit in the Escrow Fund on the Redemption Date is in excess of the amount necessary to make the required payments with respect to the Prior Bonds, as shown in the then applicable escrow verification of the nationally recognized firm of independent certified public accountants, such excess shall be transferred to the Trustee for deposit in the Interest Account established under the Indenture.

Section 5. Irrevocable Instructions to Mail Notices. The City hereby designates the Prior Bonds for optional redemption on the Redemption Date as indicated in Section 4 hereof and hereby irrevocably instructs the Escrow Bank, as the Prior Trustee, (1) to post notice with EMMA of defeasance of the Prior Bonds (substantially in the form of Exhibit B hereto) and (2) to timely provide mailed notice of redemption of the Prior Bonds (substantially in the form of Exhibit C hereto) in accordance with Section 4.03 of the 2011 Trust Agreement.

Section 6. Performance of Duties; Acknowledgement with Respect to Irrevocable Instructions. The Escrow Bank agrees to perform the duties set forth herein and agrees that the irrevocable instructions to the Escrow Bank, as the Prior Trustee, herein provided are in a form satisfactory to it.

Section 7. Escrow Bank's Authority to Make Investments. The Escrow Bank shall have no power or duty to invest any funds held under this Escrow Agreement except as provided in Section 3 hereof. The Escrow Bank shall have no power or duty to transfer or otherwise dispose of the moneys held hereunder except as provided in this Escrow Agreement.

Section 8. Indemnity. To the extent permitted by law, the City hereby assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless the Escrow Bank and its respective 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, expenses and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Bank at any time in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant thereto, the retention of such securities or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Escrow Agreement; provided, however, that the City shall not be required to indemnify the Escrow Bank against the Escrow Bank's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Bank's respective successors, assigns, agents and employees or the material breach by the Escrow Bank of the terms of this Escrow Agreement. In no event shall the City or the Escrow Bank 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 Escrow Agreement.

Section 9. Responsibilities of Escrow Bank. The Escrow Bank makes no representation as to the sufficiency of the securities to be purchased pursuant hereto and any uninvested moneys to accomplish the redemption of the Prior Bonds pursuant to the 2011 Trust Agreement or to the validity of this Escrow Agreement as to the City 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 Escrow Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Escrow Agreement. The Escrow Bank 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 Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow 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 of recognized standing in the field of law relating to municipal bonds) may be deemed to be conclusively established by a written certification of the City. Whenever the Escrow Bank shall deem it necessary or desirable that a matter specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel of recognized standing in the field of law relating to municipal bonds be proved or established prior to taking, suffering, or omitting any such action, such matter may be established only by a certificate signed by a nationally recognized firm of certified public accountants or such opinion of counsel of recognized standing in the field of law relating to municipal bonds.

The Escrow Bank undertakes to perform only such duties as are expressly set forth in this Escrow Agreement and no implied duties, covenants or obligations shall be read into this Agreement against the Escrow Bank.

The Escrow Bank may resign by giving written notice to the City, and upon receipt of such notice the City shall promptly appoint a successor Escrow Bank. If the City does not appoint a successor Escrow Bank within thirty days of receipt of such notice, the resigning Escrow Bank may 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 10. Amendments. The City and the Escrow Bank may (but only with the consent of the Owners of all of the Prior Bonds) amend this Escrow Agreement or enter into agreements supplemental to this Escrow Agreement.

Section 11. Term. This Escrow Agreement shall commence upon its execution and delivery and shall terminate on the date upon which the Prior Bonds have been paid in accordance with this Escrow Agreement.

Section 12. Compensation. The City shall from time to time pay or cause to be paid to the Escrow Bank the agreed upon compensation for its services to be rendered hereunder, and reimburse the Escrow Bank for all of its reasonable advances in the exercise and performance of its duties hereunder; provided, however, that under no circumstances shall the Escrow Bank be entitled to 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 Bank under this Escrow Agreement or otherwise.

Section 13. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the City or the Escrow Bank 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 Escrow Agreement.

Section 14. Counterparts. This 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 15. Governing Law. This Escrow Agreement shall be construed under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date first above written.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, AS PRIOR TRUSTEE AND AS
ESCROW BANK**

By: _____
Authorized Signatory

CITY OF OXNARD

By: _____
Chief Financial Officer

EXHIBIT A

UNITED STATES TREASURY SECURITIES

Type	Maturity Date	Par Amount	Interest Rate	Yield	Price
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EXHIBIT B

NOTICE OF DEFEASANCE

NOTICE OF DEFEASANCE

**CITY OF OXNARD FINANCING AUTHORITY
LEASE REVENUE REFUNDING BONDS, SERIES 2011**

Date of Issuance: June 23, 2011

CUSIP No.*	Maturity (June 1)	Rate	Amount	Price
691875BC1	2021	5.000%	\$560,000	100.00%
691875BE7	2022	4.250	620,000	100.00
691875BF4	2023	4.500	675,000	100.00
691875BJ6	2025	4.750	1,550,000	100.00
691875BK3	2027	5.100	1,840,000	100.00
691875BG2	2028	5.200	1,045,000	100.00
691875BH0	2029	5.300	1,130,000	100.00
691875BL1	2031	5.375	2,560,000	100.00
691875BD9	2036	5.750	8,495,000	100.00

NOTICE IS HEREBY GIVEN, on behalf of the City of Oxnard Financing Authority (the "Authority") to the owners of the outstanding City of Oxnard Financing Authority Lease Revenue Refunding Bonds, Series 2011 (the "Bonds"), that pursuant to the Trust Agreement, dated as of June 1, 2011 (the "Trust Agreement"), by and among the Authority, the City of Oxnard (the "City") and Wells Fargo Bank, National Association, as trustee, authorizing the issuance of Bonds, the lien of the Trust Agreement with respect to the Bonds has been discharged through the irrevocable deposit of cash and federal securities into the escrow fund (the "Escrow Fund"). The Escrow Fund has been established and is being maintained pursuant to that certain Escrow Agreement, dated as of March 1, 2021, by and between the City and Wells Fargo Bank, National Association, as escrow agent. As a result of such deposit, the Bonds are deemed to have been paid and defeased in accordance with the Indenture. The pledge of the funds provided for under the Indenture and all other obligations of the Authority and the City to the owners of the Bonds shall hereafter be limited to the application of moneys in the Escrow Fund for the payment of the redemption price of the Bonds as described below.

The cash and federal securities held in the Escrow Fund are calculated to provide sufficient moneys to pay the principal of interest as such payments becomes due and payable and to redeem the Bonds in full on June 1, 2021 at a redemption price equal to 100% of the principal thereof plus accrued interest to such date.

Dated: March __, 2021

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Escrow Bank**

* CUSIP numbers are provided for convenience of reference only. None of the Authority, the City nor the Escrow Bank shall be held responsible for the selection or use of the CUSIP numbers, nor is any representation made as to their correctness in this Notice.

EXHIBIT C

NOTICE OF FULL OPTIONAL REDEMPTION

NOTICE OF FULL OPTIONAL REDEMPTION

**CITY OF OXNARD FINANCING AUTHORITY
LEASE REVENUE REFUNDING BONDS, SERIES 2011**

Date of Issuance: June 23, 2011

NOTICE IS HEREBY GIVEN pursuant to the terms of the Trust Agreement, dated as of June 1, 2011 (the “Trust Agreement”), by and among the City of Oxnard Financing Authority (the “Authority”), the City of Oxnard and Wells Fargo Bank, National Association, as trustee (the “Trustee”), that the bonds listed below have been selected for Full Redemption on June 1, 2021 (the “Redemption Date”) at the price listed below of the principal amount (the “Redemption Price”) together with interest accrued to the Redemption Date.

<u>CUSIP No.*</u>	<u>Maturity (June 1)</u>	<u>Rate</u>	<u>Amount</u>	<u>Price</u>
691875BE7	2022	4.250%	\$620,000	100.00%
691875BF4	2023	4.500	675,000	100.00
691875BJ6	2025	4.750	1,550,000	100.00
691875BK3	2027	5.100	1,840,000	100.00
691875BG2	2028	5.200	1,045,000	100.00
691875BH0	2029	5.300	1,130,000	100.00
691875BL1	2031	5.375	2,560,000	100.00
691875BD9	2036	5.750	8,495,000	100.00

On the Redemption Date there will become due and payable on each of such Bonds the Redemption Price thereof, together with interest accrued thereon to the Redemption Date, and from and after such Redemption Date interest thereon shall cease to accrue. This notice and such redemption may be rescinded by the Authority on or prior to the date set for redemption. This notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Trust Agreement.

Payment of the redemption proceeds will be made on or after the redemption date upon presentation and surrender of the securities to:

By Mail or Courier Service
Wells Fargo Bank, N.A.
Corporate Trust Operations
6th Street and Marquette Ave.
MAC N9303-121
Minneapolis, MN 55479-0113

By Registered or Certified Mail
Wells Fargo Bank Minnesota, N.A.
Corporate Trust Operations
P.O. Box 1517
MAC N9303-121
Minneapolis, MN 55480-1517

In Person, By Hand
Corporate Svcs, 12th Floor
Northstar East Building
608 2nd Ave. South
Minneapolis, MN

Wells Fargo Bank, N.A. policy does not allow the safekeeping of securities within Corporate Trust Operations for a period of longer than 30 days. Please DO NOT submit your securities for payment more

than 30 days in advance of the redemption date. A \$25.00 wire transfer fee will be deducted from each payment requested to be made by wire. When inquiring about this redemption, please have the Bond number available. Please inform the customer service representative of the CUSIP number(s) of the affected Bond. Customer Service can be reached at 612-667-9764 or Toll Free at 1-800-344-5128.

IMPORTANT NOTICE

Under section 3406(a)(1) of the Internal Revenue Code, the Paying Agent making payment of interest or principal on securities may be obligated to withhold a percentage of the payment to a holder who has failed to furnish the Registrar with a valid taxpayer identification number, certification that the number supplied is correct, and that the holder is not subject to backup withholding. Holders of the bonds who wish to avoid the application of these provisions should submit either a completed IRS (Internal Revenue Service) Form W-9 (use only if the holder is a U.S. person, including a resident alien), when presenting the bonds for payment. See IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities. Publication 515 and W-8 forms and instructions are available through the IRS via their web site at www.irs.gov.

Dated: _____, 2021

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Escrow Bank**