



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**
KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CA 90012



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

April 09, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 April 9, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION COMMERCIAL PAPER
PROGRAM
(ALL DISTRICTS – 4 VOTES)**

SUBJECT

At the direction of the Treasurer and Tax Collector, the Los Angeles County Capital Asset Leasing Corporation (the "Corporation") periodically issues short-term commercial paper notes (the "Notes") to finance construction costs for the County. Over the past fifteen years, the Commercial Paper Program (the "Program") has provided a cost-effective and flexible financing mechanism for the County to fund the initial stages of its capital projects. The current Program has a short-term lease-revenue financing structure and includes four separate bank Letters of Credit (LOC), which provide credit enhancement and liquidity support for the outstanding Notes. With the current Program set to expire on April 19, 2013, we are requesting that your Board approve a restructuring of the Program, which will include a new syndicate of three bank LOCs and one bank revolving credit facility. In addition, we are also requesting an increase in the maximum principal amount authorized for the Program from \$400,000,000 to \$600,000,000. The restructured Program will include three LOC banks supporting a maximum principal amount of \$450,000,000 and one bank revolving credit facility with a maximum principal amount of \$150,000,000. In spite of the increased size of the Program, a reduction in bank fees negotiated by the Treasurer and Tax Collector is expected to reduce annual costs by more than \$1,000,000. The restructured Program will continue to provide a critical low-cost source of funding to finance the initial capital expenditures of Board approved projects.

IT IS RECOMMENDED THAT THE BOARD:

Adopt the Resolution authorizing the execution and delivery of legal documents related to a restructuring of the Los Angeles County Capital Asset Leasing Corporation Commercial Paper

Program in order to provide for the issuance of lease-revenue obligations in an aggregate principal amount not to exceed \$600,000,000, and approving additional actions with respect thereto.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 24, 1997, your Board authorized the formation of the Program to replace an existing bond anticipation note financing mechanism utilized by the County. The Program has been very successful in providing cost-effective short-term financing for the County to fund essential Board approved capital projects during the initial construction phase. The flexibility of the Program allows the County to avoid the cost of capitalized interest before a project is operational and to facilitate a long-term financing solution that will more effectively allocate the cost of a project over its useful life. Some of the County's high-profile capital projects previously funded or currently being funded through the Program include the LAC+USC Medical Center, Harbor-UCLA Medical Center Surgery/Emergency Room, the new MLK Hospital Inpatient Tower, and various other health, public safety, and general government facilities.

The current \$400,000,000 Program, which is scheduled to terminate on April 19, 2013, was established through a Request for Proposals (RFP) process and approved by your Board in April 2010. The Program is supported by four separate series of direct-pay LOCs issued by JP Morgan Chase (Series A - \$175,000,000), Bank of America (Series B - \$75,000,000), Wells Fargo (Series C - \$75,000,000) and Union Bank (Series D - \$75,000,000). There are currently \$353,000,000 of Notes outstanding, which are expected to be re-issued under the restructured Program.

On December 14, 2012, a new RFP was issued to solicit proposals from qualified banks to provide direct-pay LOCs or other alternative products that would provide credit enhancement and liquidity support for the restructured Program. Montague DeRose and Associates was hired as the Financial Advisor to assist the County with the RFP process and the restructuring of the Program. Hawkins, Delafield & Wood LLP was selected as Note Counsel. As a requirement of the RFP process, Chapman & Cutler LLC was hired as Bank Counsel to represent the successful respondent banks in developing consistent terms and conditions in the legal documents. A total of ten bank proposals were received in response to the RFP.

In order to meet the County's expanding capital project needs, the maximum principal amount of Notes authorized under the restructured Program will increase from \$400,000,000 to \$600,000,000. The additional Program capacity will provide the County with greater flexibility in the timing of long-term bond issuances, the proceeds of which will be used to redeem outstanding Notes. The additional capacity in the restructured Program will continue to be secured by the same portfolio of County real property assets, as defined in the Lease and Sublease by and between the County and the Corporation.

The \$600,000,000 maximum principal amount authorization for the restructured Program will consist of \$450,000,000 of direct-pay LOCs allocated among three banks, and a \$150,000,000 revolving credit facility with Bank of America. The three banks providing the direct-pay LOCs and their corresponding annual fees include: Wells Fargo (\$200,000,000 @ 60 basis points), U.S. Bank (\$100,000,000 @ 60 basis points) and JP Morgan (\$150,000,000 @ 54 basis points). Wells Fargo and U.S. Bank will provide credit support for "traditional" commercial paper (CP), which is an identical product to the CP issued under the current Program. JP Morgan will provide credit support for "Callable" CP, which is a minor variation of the CP issued under the current Program. The annual fees for the Bank of America revolving credit facility include 30 basis points for the unutilized portion of the facility, and a "benchmark" variable rate for the utilized portion based on 72% of the London

Interbank Offered Rate (LIBOR) + 55 basis points. Although all of the Notes issued under the restructured Program will be secured by the same set of County assets, the revolving credit facility functions as a short-term revolving loan directly with Bank of America. This structure benefits the County by eliminating the re-marketing risk associated with CP while also helping to diversify the Program's overall credit profile.

The restructured Program will continue to issue the vast majority of the Notes as tax-exempt. However, the financing documents for the restructured Program will provide the authority to issue separate series of taxable Notes and 501(c)(3) eligible Notes as part of the \$600,000,000 maximum principal authorization. The ability to issue taxable and 501(c)(3) eligible Notes will provide added flexibility to fund certain capital expenditure needs of the County that may not otherwise be eligible for governmental use tax-exempt financing, such as certain costs related to the new MLK Hospital facility.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goal #2: Fiscal Sustainability by providing a flexible and cost-effective source of financing to fund the capital construction needs of the County.

FISCAL IMPACT/FINANCING

The Program has provided the County with a highly flexible and cost-effective funding source to finance the early phases of capital construction projects. Since the inception of the Program in 1997, the average coupon rate on outstanding Notes used to finance various projects is only 1.59%. With short-term interest rates at historic lows, the County is financing the \$353,000,000 of currently outstanding Notes at an average rate of 0.19% in Fiscal Year 2012-13. Both the historic and year-to-date coupon rates on outstanding Notes compare very favorably to the cost of capital on a long-term bond financing. In October 2012, the County issued \$339,410,000 of long-term lease-revenue bonds (the "Bonds") to finance capital projects that were initially funded by the Program. The Bonds, with a final maturity in 2043, were sold at an all-in borrowing cost of 3.95%.

The program also enables the County to avoid paying capitalized interest during the construction phase of a project, or prior to the time a capital asset is placed into service. For capital projects financed through the issuance of long-term-bonds, capitalized interest can add an additional 20% to 30% to the final cost of the project. Upon completion of a capital project funded through the Program, the County will generally initiate a "take-out" financing involving the issuance of long-term bonds to free up capacity in the Program and allocate the cost of capital over the useful life of the project.

As a reflection of the improved stability in the financial markets and more favorable conditions in the LOC market, the County will realize significant savings in LOC and bank facility fees to provide credit enhancement and liquidity support for the restructured Program. Despite a fifty-percent increase in the maximum Program capacity from \$400,000,000 to \$600,000,000, the County should save more than \$1,000,000 in annual LOC and bank facility fees when compared to the current Program. All of the other administrative costs required to manage the restructured Program are expected to remain relatively unchanged from the current Program. In addition to the annual LOC and bank facility fees, and the ongoing administrative costs over the three-year term of the restructured Program, the County will incur one-time start-up costs in the estimated amount of \$400,000 for legal, financial advisory, title insurance and rating agency fees.

Since CP and the revolving credit facility are short-term variable rate debt instruments, the interest

rate on outstanding Notes will reflect the market rate at the time of issuance and all subsequent maturity dates for the issued Notes. The Chief Executive Office conservatively estimates interest costs for the Notes in its budgetary projections to account for the possibility of an increase in short-term interest rates and will continue to appropriate sufficient funds on an annual basis to cover all administrative and interest costs for the restructured Program.

In the event that the restructured Program or an alternative financing solution is not approved by your Board, the current Program will terminate and the County will need to identify at least \$353,000,000 of General Fund budget and cash resources to redeem the outstanding Notes by April 19, 2013.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Notes for the restructured Program will continue to be issued through the Corporation, a non-profit public benefit corporation created by your Board in 1983 to assist the County in financing the purchase of necessary equipment and the acquisition, purchase and construction of County buildings and facilities.

The restructured Program will consist of four separate bank agreements authorizing the issuance of separate series of Notes by each bank up to a maximum aggregate principal amount of \$600,000,000. The maximum principal amount of the Notes will be allocated among the four bank providers as follows:

- JP Morgan Chase (Commercial Paper) \$150,000,000
- Wells Fargo (Commercial Paper) \$200,000,000
- U.S. Bank (Commercial Paper) \$100,000,000
- Bank of America (Revolving Credit Facility) \$150,000,000

The restructured Program will continue to be secured by a lease-revenue financing structure involving a Site Lease and Sublease by and between the County and the Corporation. In the lease-revenue structure of the current Program, the County has pledged twenty-four (24) real estate assets (the "Properties") as collateral for the Notes. The restructured Program will require a restated Site Lease and Sublease with minimal changes from the current documents. However, as a result of an increase in the aggregate appraised value of the Properties, the County will be able to increase the maximum principal amount of the credit facilities without having to pledge additional assets to support the expanded Program. The restructured Program will continue to provide the County with the flexibility to substitute and/or remove real estate assets into and out of the lease structure to accommodate the changing needs of the capital construction program.

The restructured Program was approved by the Board of Directors of the Corporation on March 12, 2013. In addition to the Note dealers for the current Program (Barclays Capital, JP Morgan and Morgan Stanley), which will continue to serve as broker-dealers for the restructured Program, two additional firms (U.S. Bank and Wells Fargo Bank) will be designated as Note dealers for the restructured Program. The Resolution provides the authority to add, replace or terminate broker-dealers at the discretion of this Department to facilitate the successful operation of the restructured Program.

As part of the authorization to establish the restructured Program, your Board is requested to approve the "form of" the following financing documents, which are provided as Exhibits to the Resolution:

- Second Amended and Restated Site Lease
- Second Amended and Restated Sublease
- Second Amended and Restated Trust Agreement
- Second Amended and Restated Issuing and Paying Agent Agreement
- Memorandum of Assignment
- JP Morgan Letter of Credit and Reimbursement Agreement
- Wells Fargo Letter of Credit and Reimbursement Agreement
- U.S. Bank Letter of Credit and Reimbursement Agreement
- Bank of America Revolving Credit Agreement
- Dealer Agreements
- Offering Memorandum

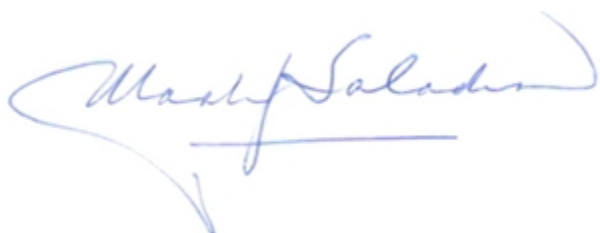
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the restructured Program will provide the County with a continued source of highly flexible and cost-effective financing for the capital construction program. In the event the restructured Program is not approved by your Board, the County will need to fund existing capital construction projects with available cash resources and/or secure alternative and higher-cost sources of financing.

CONCLUSION

Upon approval of the Resolution, it is requested that the Executive Officer of the Board of Supervisors return two originally executed copies of the adopted Resolution to the office of the Treasurer and Tax Collector.

Respectfully submitted,



MARK J. SALADINO

Treasurer and Tax Collector

MJS:GB:DB:JP:pa

b

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AUTHORIZING THE LEASING OF CERTAIN PROPERTY AND THE EXECUTION AND DELIVERY BY THE COUNTY OF LEGAL DOCUMENTS RELATED TO THE LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION LEASE REVENUE OBLIGATION PROGRAM IN ORDER TO PROVIDE FOR THE ISSUANCE OF LEASE REVENUE OBLIGATIONS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$600,000,000 AND APPROVING ADDITIONAL ACTIONS WITH RESPECT THERETO

WHEREAS, pursuant to an Amended and Restated Trust Agreement, dated as of April 1, 2010, by and between the Los Angeles County Capital Asset Leasing Corporation (the “Corporation”) and Deutsche Bank National Trust Company, as trustee, and an Amended and Restated Issuing and Paying Agent Agreement, dated as of April 1, 2010, by and between the Corporation and Deutsche Bank National Trust Company, as issuing and paying agent, the Corporation is authorized to issue its tax-exempt and taxable Lease Revenue Commercial Paper Notes (the “Original Commercial Paper Notes”) from time to time for, among other purposes, the financing and refinancing of capital projects of the County of Los Angeles (the “County”) (the “Original Program”); and

WHEREAS, in order to secure the payment of the Original Commercial Paper Notes, the Corporation and the County entered into an Amended and Restated Site Lease, dated as of April 1, 2010 (the “Original Site Lease”), pursuant to which the County leased to the Corporation certain parcels of real property located in the County and the facilities and improvements located thereon (the “Original Property”), and the County and the Corporation entered into an Amended and Restated Sublease, dated as of April 1, 2010 (the “Original Sublease”), pursuant to which the Corporation leased the Original Property back to the County; and

WHEREAS, in order to provide additional security for the Original Commercial Paper Notes, the Corporation and the County entered into letter of credit and reimbursement agreements, pursuant to which certain banks (the “Original Banks”) issued direct-pay letters of credit to provide credit enhancement and liquidity support for the Original Commercial Paper Notes; and

WHEREAS, the Corporation has determined that it is in the best interests of the Corporation and the County to replace the Original Program by providing for the issuance of up to \$600,000,000 aggregate principal amount of lease revenue obligations (the “Lease Revenue Obligations”) which may be issued in the form of tax-exempt governmental, tax-exempt 501(c)(3) or taxable commercial paper notes (the “Commercial Paper Notes”) or tax-exempt governmental, tax-exempt 501(c)(3) or taxable direct placement revolving notes (the “Direct Placement Revolving Notes”) evidencing advances made to the Corporation pursuant to a direct placement revolving credit agreement, pursuant to a Second Amended and Restated Trust Agreement (the “Second Amended and Restated Trust Agreement”), by and between the Corporation and Deutsche Bank National Trust Company, as trustee (the “Trustee”), and a

Second Amended and Restated Issuing and Paying Agent Agreement (the “Second Amended and Restated Issuing and Paying Agent Agreement”), by and between the Corporation and Deutsche Bank National Trust Company, as issuing and paying agent (the “Issuing and Paying Agent”); and

WHEREAS, in order to secure the payment of the Lease Revenue Obligations, the Corporation and the County propose to enter into an amendment and restatement of the Original Site Lease (the “Second Amended and Restated Site Lease”), pursuant to which the County will lease to the Corporation certain parcels of real property located in the County and the facilities and improvements located thereon, as collectively described on Exhibit A (the “Leased Property”), and the County and the Corporation propose to enter into an amendment and restatement of the Original Sublease (the “Second Amended and Restated Sublease”), pursuant to which the Corporation will lease the Leased Property back to the County; and

WHEREAS, all rights of the Corporation to receive base rental payments in connection with the Lease Revenue Obligations pursuant to the Second Amended and Restated Sublease have been and will continue to be assigned by the Corporation to the Trustee pursuant to the Second Amended and Restated Trust Agreement and noticed pursuant to a Memorandum of Assignment (the “Memorandum of Assignment”), by and between the Corporation and the Trustee; and

WHEREAS, in order to provide additional security for the Commercial Paper Notes, the Corporation and the County propose to enter into respective letter of credit and reimbursement agreements (each, a “Reimbursement Agreement”) with, and deliver revolving notes (each, a “Revolving Note”) to, JPMorgan Chase Bank, National Association (“JPMorgan”), U.S. Bank National Association (“US Bank”) and Wells Fargo Bank, National Association (“Wells Fargo”) and together with JPMorgan and US Bank, the “Banks”), respectively, pursuant to which each respective Bank will issue a direct-pay letter of credit to provide credit enhancement and liquidity support for a Series of the Commercial Paper Notes (each, a “Credit Facility”); and

WHEREAS, the Corporation and the County propose to enter into a revolving credit agreement (the “Direct Placement Revolving Credit Agreement”) with, and deliver the related Direct Placement Revolving Notes to, Bank of America, N.A. (“Bank of America”); and

WHEREAS, the Corporation proposes to enter into dealer agreements (each, a “Dealer Agreement”) with one or more broker-dealers selected by the County Treasurer to serve as dealers for the Commercial Paper Notes (each, a “Dealer” and collectively, the “Dealers”); and

WHEREAS, the Corporation and the County propose to cause to be prepared a new offering memorandum (the “Offering Memorandum”) for the Commercial Paper Notes; and

WHEREAS, the Board of Supervisors of the County (the “Board of Supervisors”) has been presented with the forms of the Second Amended and Restated Trust Agreement, the Second Amended and Restated Site Lease, the Second Amended and Restated Sublease, the Second Amended and Restated Issuing and Paying Agent Agreement, the Memorandum of Assignment, the Reimbursement Agreements, the Fee Letter Agreements, the Revolving Notes, the Direct Placement Revolving Credit Agreement, the Direct Placement Revolving Notes, the

Dealer Agreements and the Offering Memorandum, and the Board of Supervisors has examined and approved each such document and desires to authorize and direct the execution of such documents and the consummation of such actions; and

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 actions 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 actions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. All of the recitals herein contained are true and correct and the Board of Supervisors so finds.

Section 2. The issuance of the Lease Revenue Obligations by the Corporation from time to time in an aggregate principal amount up to \$600,000,000, in the form of tax-exempt governmental, tax-exempt 501(c)(3) or taxable Commercial Paper Notes or tax-exempt governmental, tax-exempt 501(c)(3) or taxable Direct Placement Revolving Notes evidencing advances made to the Corporation pursuant to the Direct Placement Revolving Credit Agreement, in each case payable from base rental payments to be made by the County pursuant to the Second Amended and Restated Sublease, the execution and delivery of the Second Amended and Restated Trust Agreement, the Second Amended and Restated Issuing and Paying Agent Agreement, the Memorandum of Assignment and the Dealer Agreements by the Corporation in the forms presented to the Board of Supervisors, are hereby approved. The Lease Revenue Obligations shall be issued at such times, with such dates, maturity dates, call options and interest rates in such principal amounts and on such commercially reasonable terms as the officers of the Corporation, in consultation with the County Treasurer, shall in their discretion determine to be in the best interests of the Corporation and the County.

Section 3. The form of the Second Amended and Restated Site Lease, submitted to and on file with the Executive Officer-Clerk of the Board of Supervisors, is hereby approved, and the Chairman of the Board of Supervisors, and such other member of the Board of Supervisors as the Chairman may designate, the County Treasurer, and such other officer or employee of the County as the County Treasurer may designate (collectively, the "Authorized Officers"), are each hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Second Amended and Restated Site Lease in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The form of the Second Amended and Restated Sublease, submitted to and on file with the Executive Officer-Clerk of the Board of Supervisors, is hereby approved, and each of the Authorized Officers is hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Second Amended and Restated Sublease in

substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the aggregate principal amount of Lease Revenue Obligations issued pursuant to the Second Amended and Restated Trust Agreement shall not exceed \$600,000,000. Each of the Authorized Officers is hereby authorized and directed, for and in the name and on behalf of the County, to approve the base rental payment schedules to be attached to the Second Amended and Restated Sublease, which schedules shall include an interest component that reflects the interest expected to accrue on the Lease Revenue Obligations.

Section 5. The forms of the Reimbursement Agreements and the related fee letter agreements (the “Fee Letter Agreements”) and the related Revolving Notes, submitted to and on file with the Executive Officer-Clerk of the Board of Supervisors, are each hereby approved, and each of the Authorized Officers is hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Reimbursement Agreements, the Fee Letter Agreements and the related Revolving Notes in substantially said forms, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. The Board of Supervisors hereby approves the forms of the Credit Facilities issued pursuant to the Reimbursement Agreements.

Section 6. The form of the Direct Placement Revolving Credit Agreement and the related fee letter agreement (the “Direct Placement Fee Letter Agreement”) and the related Direct Placement Revolving Notes, submitted to and on file with the Executive Officer-Clerk of the Board of Supervisors, are each hereby approved, and each of the Authorized Officers is hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Direct Placement Revolving Credit Agreement, the Direct Placement Fee Letter Agreement and the related Direct Placement Revolving Notes in substantially said forms, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 7. The form of the Offering Memorandum, submitted to and on file with the Executive Officer-Clerk of the Board of Supervisors, with such changes, insertions and omissions as may be approved by an Authorized Officer, is hereby approved, and the use of the Offering Memorandum and any amendment or supplement thereto by the Dealers in connection with the offering and sale of the Commercial Paper Notes is hereby authorized and approved.

Section 8. The Board hereby authorizes the County to perform any and all administrative or ministerial actions or determinations that the Corporation is required to do or make pursuant to the Second Amended and Restated Trust Agreement, the Second Amended and Restated Site Lease, the Second Amended and Restated Sublease, the Second Amended and Restated Issuing and Paying Agent Agreement, the Memorandum of Assignment, the Reimbursement Agreements, the Fee Letter Agreements, the Revolving Notes, the Direct Placement Revolving Credit Agreement, the Direct Placement Revolving Notes, the Dealer Agreements and the Offering Memorandum or any other related agreement on behalf of the Corporation as and to the extent authorized by the Corporation.

Section 9. The Authorized Officers 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 10. All actions heretofore taken by the officers, employees and agents of the County with respect to the transactions set forth above, including but not limited to the employment or retention of attorneys and consultants, are hereby approved, confirmed and ratified.

Section 11. The Authorized Officers are hereby authorized and directed, jointly and severally, to attest to the signature of any other Authorized Officer whenever required or advisable for the transactions contemplated by this Resolution. Any Authorized Officer, acting individually, is hereby authorized and directed to execute and attest such further documents, instruments and certificates (including any escrow agreements, termination agreements, indemnifications or any other documents necessary to clear title on any of the Leased Property or any recordation memoranda or agreements with respect to the Leased Property and any direction letters or other documents, instruments or certificates in connection with the Lease Revenue Obligations) as may be deemed necessary or advisable by Note Counsel in order to accomplish the purposes of this Resolution.

Section 12. This Resolution shall take effect from and after its date of adoption by a four-fifths vote of the Board of Supervisors.

The foregoing Resolution was on the 9th day of April, 2013, adopted by the Board of Supervisors of the County of Los Angeles and *ex officio* the governing body of all other special assessment and taxing districts, agencies and authorities for which the Board so acts.

SACHI A. HAMAI, Executive Officer-
Clerk of the Board of Supervisors of the
County of Los Angeles

By: Lachelle Smitherman

Deputy

APPROVED AS TO FORM:

JOHN F. KRÄTTLI,
County Counsel

By: Lanny C. DePuy

Principal Deputy County Counsel



EXHIBIT A

LEASED PROPERTY

1. Hall of Records
2. Le Sage Complex
3. Central Public Health Center
4. DPSS-Adams & Grand
5. DPSS-Exposition Park
6. Bob Hope Patriotic Hall
7. Olive View-UCLA Medical Center
8. Registrar-Recorder/County Clerk's Office
9. Lost Hills Sheriff Station
10. Challenger Memorial Youth Center
11. Pitchess Detention Center Visitor's Center
12. Pitchess Detention Center Laundry Facility
13. Pitchess Detention Center Motor Pool
14. Pitchess Detention Center North County Correctional Facility
15. Central Jail Parking Structure
16. Temple City Sheriff Station
17. Palmdale Sheriff Facility
18. San Dimas Sheriff Facility
19. Fire Station 89
20. Fire Station 72
21. Fire Station 108
22. Fire Station 136
23. Fire Station 93
24. Long Beach Comprehensive Health Center

This Exhibit A shall be deemed to include such other properties from time to time designated by the Corporation.

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Cammy C. DuPont, Esq.
Principal Deputy County Counsel
Office of the County Counsel
County of Los Angeles
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2713

(Space Above This Line For Recorders Use Only)

SECOND AMENDED AND RESTATED SITE LEASE

Dated as of April 1, 2013

by and between the

COUNTY OF LOS ANGELES,
as Lessor,

and

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION,
as Lessee

NO DOCUMENTARY TRANSFER TAX DUE. This Second Amended and Restated Site Lease is recorded for the benefit of the County of Los Angeles and the recording is exempt under Section 27383 of the California Government Code and Section 11928 of the California Revenue and Taxation Code.

SECOND AMENDED AND RESTATED SITE LEASE

THIS SECOND AMENDED AND RESTATED SITE LEASE, dated as of April 1, 2013 (this “**Site Lease**”), is made by and between the **COUNTY OF LOS ANGELES**, a political subdivision of the State of California (the “**County**”), as lessor, and the **LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION**, formed pursuant to the Nonprofit Corporation Law of the State of California (the “**Corporation**”), as lessee, which amends and restates the Amended and Restated Site Lease, dated as of April 1, 2010, by and between the Corporation and the County, recorded in the offices of the Los Angeles County Recorder as Document Number 20100542125 on April 21, 2010, which in turn amended and restated the Site Lease, dated as of July 1, 1997, by and between the Corporation and the County, recorded in the offices of the Los Angeles County Recorder as Document Number 97-992062 on July 2, 1997, as amended by the First Amendment to Site Lease, dated as of March 31, 2003, recorded in the offices of the Los Angeles County Recorder as Document Number 03-0888552 on March 31, 2003, the Second Amendment to Site Lease, dated as of June 1, 2007, recorded in the offices of the Los Angeles County Recorder as Document Number 20071415076 on June 12, 2007, the Third Amendment to Site Lease, dated as of July 1, 2008, recorded in the offices of the Los Angeles County Recorder as Document Number 20081143395 on June 26, 2008, the Fourth Amendment to Site Lease, dated as of November 1, 2008, recorded in the offices of the Los Angeles County Recorder as Document Number 20081978435 on November 7, 2008, and the Fifth Amendment to Site Lease, dated as July 1, 2009, recorded in the offices of the Los Angeles County Recorder as Document Number 20091208335 on August 6, 2009.

WITNESSETH:

That in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

SECTION 1. Definitions.

All capitalized terms used herein without definition shall have the meanings given to such terms in the Second Amended and Restated Sublease, dated as of the date hereof, by and between the Corporation and the County (the “**Sublease**”).

SECTION 2. Property.

The County hereby leases to the Corporation those parcels of real property, together with the buildings and improvements thereon owned by the County, located in the County of Los Angeles, California, as more particularly described in Exhibit A (Parcels 1 through 24) attached hereto and incorporated herein by this reference (the “**Property**”), subject to the terms hereof and subject to any and all covenants, conditions, reservations, exceptions and other matters which are of record. This Site Lease terminates and supersedes that certain Amended and Restated Site Lease, dated as of April 1, 2010, by and between the Corporation and the County, recorded in the offices of the Los Angeles County Recorder as Document Number 20100542125 on April 21, 2010.

SECTION 3. Ownership.

The County represents and covenants that it is the sole owner of and holds fee title to the Property free and clear of any encumbrances other than Permitted Encumbrances, and has full power and authority to enter into this Site Lease and the Sublease.

SECTION 4. Term.

With respect to each Component, the term of this Site Lease shall begin on the date of recordation hereof and end on the earlier to occur of: (a) the date set forth with respect to such Component in Exhibit B to the Sublease; or (b) the date of termination of the Sublease with respect to such Component as provided in Section 2.2 thereof. Notwithstanding anything to the contrary contained herein, the term of this Site Lease with respect to each Component subject to this Site Lease at such time shall be extended such that the term of this Site Lease is coterminous with the term of the Sublease as extended pursuant to Section 2.2 of the Sublease.

SECTION 5. Rent.

The Corporation shall pay to the County an advance rent of \$1.00 as full consideration for this Site Lease over its term, the receipt of which is hereby acknowledged by the County.

SECTION 6. Purpose.

The Corporation shall use the Property for the purposes described in the Sublease and for such other purposes as may be incidental thereto.

SECTION 7. Assignment and Lease.

The Corporation shall not assign, mortgage, hypothecate or otherwise encumber this Site Lease or any rights hereunder or the leasehold created hereby by trust agreement, indenture or deed of trust or otherwise or sublet the Property or any Component without the written consent of the County (unless a default or event of default under the Sublease or the Trust Agreement shall have occurred and be continuing, in which case the consent of the County shall not be required), except that the County expressly approves and consents to the Sublease and the Trust Agreement, the pledge of the Corporation's right, title and interest in and to this Site Lease and the Sublease, including the Base Rentals and other payments under the Sublease to the Trustee as provided in the Trust Agreement.

SECTION 8. Right of Entry.

The County reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time.

SECTION 9. Expiration.

The Corporation agrees, upon the expiration of this Site Lease, to quit and surrender the Property.

SECTION 10. Quiet Enjoyment.

The Corporation at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Property.

SECTION 11. Taxes.

The County covenants and agrees to pay any and all taxes and assessments levied or assessed upon the Property and improvements thereon.

SECTION 12. Eminent Domain.

If the Property or any Component shall be taken under the power of eminent domain, the interest of the Corporation shall be recognized and is hereby determined to be the aggregate amount of unpaid Base Rental and Additional Rental with respect to the Property or Component under the Sublease through the remainder of its term (excluding any contingent or potential liabilities), and such proceeds shall be paid to the Trustee, as assignee of the interest of the Corporation hereunder, in accordance with the terms of the Sublease and the Trust Agreement.

SECTION 13. Default.

In the event that the Corporation or its assignee shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, the County may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof; provided, however, that the County shall have no power to terminate this Site Lease by reason of any default on the part of the Corporation or its assignee if (i) such termination would affect or impair the assignment by the Corporation of its right, title and interest in and to Base Rental pursuant to the Trust Agreement, or (ii) such termination would prejudice the exercise of the remedies provided in Section 12 of the Sublease. So long as any such assignee of the Corporation or any successor in interest to the Corporation shall duly perform the terms and conditions of this Site Lease, such assignee shall be deemed to be and shall become the tenant of the County hereunder and shall be entitled to all of the rights and privileges granted under any such assignment.

In furtherance of the foregoing, the County and the Corporation agree that: (i) the County will simultaneously mail to each Credit Provider a copy of any notice given by the County to the Corporation; (ii) prior to taking any action upon a default by the Corporation or its assignee in the performance of any obligation under the terms of this Site Lease, the County shall provide written notice thereof to each Credit Provider, and thereupon such Credit Provider shall have the right, but not the obligation, to cure any such default. In that connection, the County will not take action to effect a termination of this Site Lease or to re-enter or take possession of the Property or any Component as a consequence of such default except upon the prior written direction of 100% of the Credit Providers. Furthermore, if this Site Lease shall be rejected or disaffirmed pursuant to any bankruptcy law or other law affecting creditors' rights or if this Site Lease is terminated for any other reason whatsoever, the County will use its best efforts to enter into a new lease of the Property at the request of the Required Credit Providers, for the remainder of the term of this Site Lease, effective as of the date of such rejection or disaffirmance or

termination. So long as (x) any Credit Facility facilitating a Series of Commercial Paper Notes is in effect or there shall remain outstanding any obligations to an LC Bank in respect of payments made under any Credit Facility or (y) any Direct Placement Revolving Credit Agreement is in effect or there shall remain outstanding any obligations to a Direct Placement Bank in respect of payments made under any Direct Placement Revolving Credit Agreement, (i) the County will not accept a voluntary surrender of this Site Lease and (ii) this Site Lease shall not be modified in any material respect without, in each case, the prior written consent of 100% of the Credit Providers.

SECTION 14. Notices.

All notices, requests, demands or other communications under this Site Lease by any person shall be in writing and shall be sufficiently given on the date of service if served personally upon the person to whom notice is to be given or on receipt if sent by facsimile transmission or electronic facility or courier or if mailed by registered or certified mail, return receipt requested, postage prepaid, and properly addressed as follows:

County: County of Los Angeles
500 West Temple Street, Room 432
Los Angeles, California 90012
Attention: Treasurer and Tax Collector

Corporation: Los Angeles County
Capital Asset Leasing Corporation
500 West Temple Street, Room 432
Los Angeles, California 90012
Attention: Treasurer and Tax Collector

Trustee: Deutsche Bank National Trust Company
1761 E. Saint Andrew Place
Santa Ana, CA 92705
Attention: Trust and Securities Services (Municipal Group)
Facsimile: (714) [____]-[_____]

or to such other address or addresses as any such person shall have designated to the other by notice given in accordance with the provisions of this Section 14.

Copies of any such notices, requests, demands or other communications under this Site Lease given by either the County or the Corporation shall be provided to each of the Trustee, at the address specified in this Section 14, and to each Credit Provider as set forth in the applicable Credit Provider Agreement, or to such other address or addresses as each Credit Provider shall have designated to the County and the Corporation by notice given in accordance with the provisions of this Section 14.

SECTION 15. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Site Lease shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Site Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 16. Governing Law; Venue.

This Site Lease is made in the State under the Constitution and laws of the State and is to be so construed. If any party to this Site Lease initiates any legal or equitable action to enforce the terms of this Site Lease, to declare the rights of the parties under this Site Lease or which relates to this Site Lease in any manner, each such party agrees that the place of making and for performance of this Site Lease shall be the County of Los Angeles, State of California, and the proper venue for any such action shall be any court of competent jurisdiction.

SECTION 17. Amendments.

This Site Lease may be amended only in accordance with and as permitted by the terms of Section 8.02 of the Trust Agreement.

SECTION 18. Execution in Counterparts.

This Site Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

SECTION 19. No Merger.

If both the Corporation's and the County's estates under this Site Lease or the Sublease or any other lease relating to any Property or any portion thereof shall at any time by any reason become vested in one owner, this Site Lease and the estate created hereby shall not be destroyed or terminated by the doctrine of merger unless the County so elects as evidenced by recording a written declaration so stating, and, unless and until the County so elects, the Corporation and the County shall continue to have and enjoy all of their respective rights and privileges as to the separate estates.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Site Lease as of the date first above written.

COUNTY OF LOS ANGELES, as Lessor

By: _____
Chairman of the Board of Supervisors

Attest:

SACHI A. HAMAI
Executive Officer - Clerk of
the Board of Supervisors
of the County of Los Angeles

By: _____
Deputy

**LOS ANGELES COUNTY CAPITAL
ASSET LEASING CORPORATION**,
as Lessee

By: _____
Authorized Representative

Attest:

By: _____
Assistant Secretary of the Los Angeles
County Capital Asset Leasing Corporation

[Insert notary acknowledgments]

Certificate of Executive Officer-Clerk
of the Board of Supervisors

On this [_____]th day of April 2013, pursuant to Section 25103 of the California Government Code, the undersigned Executive Officer-Clerk of the Board of Supervisors certifies that on this date, a copy of this document was delivered to the Chairman of the Board of Supervisors of the County of Los Angeles.

Sachi A. Hamai
Executive Officer-Clerk of the
Board of Supervisors

By _____
Deputy

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property situated in the County of Los Angeles, State of California, described as follows, and any improvements thereto:

[See attached pages]

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Cammy C. DuPont, Esq.
Principal Deputy County Counsel
Office of the County Counsel
County of Los Angeles
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2713

(Space Above This Line For Recorders Use Only)

SECOND AMENDED AND RESTATED SUBLEASE

Dated as of April 1, 2013

by and between

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION,
as Sublessor

and

COUNTY OF LOS ANGELES,
as Sublessee

NO DOCUMENTARY TRANSFER TAX DUE. This Second Amended and Restated Sublease is recorded for the benefit of the County of Los Angeles and the recording is exempt under Section 27383 of the California Government Code and Section 11928 of the California Revenue and Taxation Code.

TABLE OF CONTENTS

	<u>Page</u>
Section 1.	
Definitions.....	1
Section 2.	
Sublease; Term.....	6
2.1. Sublease	6
2.2. Term.....	6
Section 3.	
Rent.....	7
3.1. Rental Payments.....	7
3.2. Consideration	9
3.3. Budget.....	9
3.4. Payment.....	9
3.5. Rental Abatement.....	10
3.6. Triple Net Sublease.....	10
3.7. Power and Authority.....	10
Section 4.	
Affirmative Covenants of the Corporation and the County.....	10
4.1. Replacement, Maintenance and Repairs	10
4.2. Taxes, Other Governmental Charges and Utility Charges.....	11
4.3. Insurance	12
4.4. Liens.....	13
4.5. Laws and Ordinances	14
4.6. Performance of Corporation's Duties and Responsibilities.....	14
4.7. Corporation's Purpose	14
Section 5.	
Application of Insurance Proceeds.	14
5.1. General.....	14
5.2. Title Insurance	14
Section 6.	
Eminent Domain.....	15
6.1. Total Condemnation.....	15
6.2. Partial Condemnation.....	15
6.3. Condemnation Awards.....	15
Section 7.	
Assignment and Sublease; Addition, Substitution or Release of Property.....	15
7.1. Assignment and Sublease	15
7.2. Addition, Substitution or Release of Property	16

Section 8.	
Additions and Improvements; Removal	16
Section 9.	
Right of Entry	16
Section 10.	
Quiet Enjoyment	16
Section 11.	
Indemnification and Hold Harmless Agreement	16
Section 12.	
Events of Default and Remedies.....	16
12.1. Default by County.....	17
12.2. Remedies on Default by Corporation	17
12.3. Default by Corporation	18
Section 13.	
Waiver.....	18
Section 14.	
DISCLAIMER OF WARRANTIES.....	18
Section 15.	
Notices	18
Section 16.	
Validity	19
Section 17.	
Execution in Counterparts.....	19
Section 18.	
Law Governing	19
Section 19.	
Amendment.....	19
Section 20.	
Excess Payments.....	19
Section 21.	
No Merger.....	20
Section 22.	
Further Assurances and Corrective Instruments	20

Section 23. No Sovereign Immunity.....	20
Section 24. Third Party Beneficiaries	20
Section 25. Assignment to Trustee	20

EXHIBITS

Exhibit A - Legal Description of the Property	
Exhibit B - Base Rental Payment Schedules	
Exhibit C-1 - Form of Debt Service Certificate — Annual	
Exhibit C-2- Form of Debt Service Certificate — Additional Lease Revenue Obligations	
Exhibit C-3 - Form of Debt Service Certificate — Additional Interest/Principal	

SECOND AMENDED AND RESTATED SUBLEASE

THIS SECOND AMENDED AND RESTATED SUBLEASE, dated as of April 1, 2013 (the “**Sublease**”), is entered into by and between the **COUNTY OF LOS ANGELES** (the “**County**”), a public subdivision of the State of California (the “**State**”), as sublessee, and the **LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION** (the “**Corporation**”), a California nonprofit public benefit corporation, as sublessor, which amends and restates the Amended and Restated Sublease, dated as of April 1, 2010, by and between the Corporation and the County, recorded in the offices of the Los Angeles County Recorder as Document Number 20100542126 on April 21, 2010, which in turn amended and restated the Sublease, dated as of July 1, 1997, by and between the Corporation and the County, recorded in the offices of the Los Angeles County Recorder as Document Number 97-992063 on July 2, 1997, as amended by the First Amendment to Sublease, dated as of March 31, 2003, recorded in the offices of the Los Angeles County Recorder as Document Number 03-0888553 on March 31, 2003, the Second Amendment to Sublease, dated as of June 1, 2007, recorded in the offices of the Los Angeles County Recorder as Document Number 20071415077 on June 12, 2007, the Third Amendment to Sublease, dated as of July 1, 2008, recorded in the offices of the Los Angeles County Recorder as Document Number 20081143396 on June 26, 2008, and the Fourth Amendment to Sublease, dated as of November 1, 2008, recorded in the offices of the Los Angeles County Recorder as Document Number 20081978436 on November 7, 2008, and the Fifth Amendment to Sublease, dated as of July 1, 2009, recorded in the offices of the Los Angeles County Recorder as Document Number 20091208336 on August 6, 2009.

RECITALS

WHEREAS, the Corporation is the lessee of the Property (as hereinafter defined), pursuant to the terms and conditions set forth in the Second Amended and Restated Site Lease, dated of even date herewith, between the County and the Corporation, and desires to sublease to the County the Property, and the County desires to sublease from the Corporation the Property on the terms stated herein; and

WHEREAS, the County is authorized to enter into this Sublease pursuant to applicable law of the State; and

WHEREAS, the County and the Corporation desire to provide for the pledge of all Base Rental payments hereunder to the payment of principal of and interest on the Corporation’s Lease Revenue Obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1. **Definitions.** Unless the context otherwise requires, the terms defined in this Section 1 shall, for all purposes of this Sublease, have the meanings as set forth below. All other capitalized terms used herein without definition shall have the meanings as set forth in the Trust Agreement (as hereinafter defined).

“Additional Rental” means the amounts specified as such in Section 3.1(g) hereof.

“Advance” shall have the meaning assigned to such term in the Trust Agreement.

“Assumed Interest Cost” means, as of any date of calculation or for any period of time (a) with respect to all Lease Revenue Obligations, the amount that would accrue as interest during such period on Lease Revenue Obligations Outstanding as of the date of such calculation assuming such Lease Revenue Obligations bore interest during the entirety of such period at the applicable Assumed Interest Rate for the Base Rental Period during which such date of calculation occurs, and (b) (i) with respect to Commercial Paper Notes, the amount that would accrue as interest during such period on Commercial Paper Notes Outstanding as of the date of such calculation assuming such Commercial Paper Notes bore interest during the entirety of such period at the applicable Assumed Interest Rate for the Base Rental Period during which such date of calculation occurs, (ii) with respect to Revolving Notes, the amount that would accrue as interest during such period on such Revolving Notes Outstanding as of the date of such calculation assuming such Revolving Notes bore interest during the entirety of such period at the applicable Assumed Interest Rate for the Base Rental Period during which such date of calculation occurs, and (iii) with respect to Direct Placement Revolving Notes, the amount that would accrue as interest during such period on such Direct Placement Revolving Notes Outstanding as of the date of such calculation assuming such Direct Placement Revolving Notes bore interest during the entirety of such period at the applicable Assumed Interest Rate for the Base Rental Period during which such date of calculation occurs.

“Base Rental” shall have the meaning assigned to such term in the Trust Agreement.

“Base Rental Payment Date” means April [___], 2013, and, thereafter, each July 15 commencing July 15, 2013, during the Sublease Term.

“Base Rental Period” means the period between one Base Rental Payment Date and the next Base Rental Payment Date, provided that the first Base Rental Period shall commence on April [___], 2013 and end on July 14, 2013.

“Closing Date” means the date on which this Sublease is filed for recording in the official records of Los Angeles County.

“Commercial Paper Notes” means collectively the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligations in the form of Commercial Paper Notes.

“Component” means, as the context requires, any of the following or any property added thereto or substituted therefor pursuant to Section 7 hereof, but does not include any property released pursuant to Section 7:

- (i) the real property and the buildings and improvements located on the real property described as Parcel 1 on Exhibit A hereto (the “Hall of Records”);
- (ii) the real property and the buildings and improvements located on the real property described as Parcel 2 on Exhibit A hereto (the “Le Sage Complex”);

- (iii) the real property and the buildings and improvements located on the real property described as Parcel 3 on Exhibit A hereto (the “Central Public Health Center”);
- (iv) the real property and the buildings and improvements located on the real property described as Parcel 4 on Exhibit A hereto (the “DPSS-Adams & Grand”);
- (v) the real property and the buildings and improvements located on the real property described as Parcel 5 on Exhibit A hereto (the “DPSS-Exposition Park”);
- (vi) the real property and the buildings and improvements located on the real property described as Parcel 6 on Exhibit A hereto (the “Bob Hope Patriotic Hall”);
- (vii) the real property and the buildings and improvements located on the real property described as Parcel 7 on Exhibit A hereto (the “Olive View-UCLA Medical Center”);
- (viii) the real property and the buildings and improvements located on the real property described as Parcel 8 on Exhibit A hereto (the “Registrar-Recorder/County Clerk’s Office”);
- (ix) the real property and the buildings and improvements located on the real property described as Parcel 9 on Exhibit A hereto (the “Lost Hills Sheriff Station”);
- (x) the real property and the buildings and improvements located on the real property described as Parcel 10 on Exhibit A hereto (the “Challenger Memorial Youth Center”);
- (xi) the real property and the buildings and improvements located on the real property described as Parcel 11 on Exhibit A hereto (the “Pitchess Detention Center Visitor’s Center”);
- (xii) the real property and the buildings and improvements located on the real property described as Parcel 12 on Exhibit A hereto (the “Pitchess Detention Center Laundry Facility”);
- (xiii) the real property and the buildings and improvements located on the real property described as Parcel 13 on Exhibit A hereto (the “Pitchess Detention Center Motor Pool”);
- (xiv) the real property and the buildings and improvements located on the real property described as Parcel 14 on Exhibit A hereto (the “Pitchess Detention Center North County Correctional Facility”);
- (xv) the real property and the buildings and improvements located on the real property described as Parcel 15 on Exhibit A hereto (the “Central Jail Parking Structure”);
- (xvi) the real property and the buildings and improvements located on the real property described as Parcel 16 on Exhibit A hereto (the “Temple City Sheriff Station”);

- (xvii) the real property and the buildings and improvements located on the real property described as Parcel 17 on Exhibit A hereto (the “Palmdale Sheriff Facility”);
- (xviii) the real property and the buildings and improvements located on the real property described as Parcel 18 on Exhibit A hereto (the “San Dimas Sheriff Facility”);
- (xix) the real property and the buildings and improvements located on the real property described as Parcel 19 on Exhibit A hereto (the “Fire Station 89 (Agoura Hills)”);
and
- (xx) the real property and the buildings and improvements located on the real property described as Parcel 20 on Exhibit A hereto (the “Fire Station 72 (Malibu)”); and
- (xxi) the real property and the buildings and improvements located on the real property described as Parcel 21 on Exhibit A hereto (the “Fire Station 108 (Santa Clarita)”); and
- (xxii) the real property and the buildings and improvements located on the real property described as Parcel 22 on Exhibit A hereto ((the “Fire Station 136 (Palmdale)”);
and
- (xxiii) the real property and the buildings and improvements located on the real property described as Parcel 23 on Exhibit A hereto ((the “Fire Station 93 (Palmdale)”);
and
- (xxiv) the real property and the buildings and improvements located on the real property described as Parcel 24 on Exhibit A hereto (the “Long Beach Comprehensive Health Center”).

“Corporation Event of Default” means an event described as such in Section 12.3 hereof.

“County Representative” means the Treasurer and Tax Collector or another official designated by such officer and authorized to act on behalf of the County under or with respect to this Sublease and all other agreements related hereto.

“Debt Service Certificate — Additional Interest/Principal” means a certificate substantially in the form of Exhibit C-3 hereof.

“Debt Service Certificate — Additional Lease Revenue Obligations” means a certificate substantially in the form of Exhibit C-2 hereof.

“Debt Service Certificate — Annual” means a certificate substantially in the form of Exhibit C-1 hereto.

“Direct Placement Revolving Credit Agreement” shall have the meaning assigned to such term in the Trust Agreement.

“Fiscal Year” means the fiscal year of the County, which at the date of this Sublease is the period from July 1 to and including the following June 30.

“Lease Revenue Obligation” shall have the meaning assigned to such term in the Trust Agreement.

“Maximum Base Rental” means the amounts specified as such in Section 3.1(a) hereof, as such amounts may be adjusted from time to time in accordance with the terms hereof, but does not include Additional Rental.

“Minimum Required Rental Payment” has the meaning set forth in the Debt Service Certificate — Annual.

“Minimum Supplemental Rental Payment” means an amount determined pursuant to a Debt Service Certificate — Additional Lease Revenue Obligations or a Debt Service Certificate — Additional Interest/Principal.

“Property” means, collectively, all of the Components. “Property” also includes any property, or portion thereof, that by amendment hereto becomes subject to this Sublease and any property, or portion thereof, substituted for any of the Components pursuant to Section 7, but “Property” excludes any Component for which new property has been substituted, and any Component or property released, pursuant to Section 7 hereof.

“Related Documents” means the Trust Agreement, the Issuing and Paying Agent Agreement, the Site Lease, the Dealer Agreements, the Lease Revenue Obligations, the Credit Facilities and the Credit Provider Agreements.

“Rental Payments” means all Minimum Required Rental Payments, Minimum Supplemental Rental Payments and Additional Rental payable hereunder.

“Sublease” means this Sublease, including any amendments or supplements hereto made or entered into in accordance with the terms hereof and Section 8.02 of the Trust Agreement.

“Sublease Term” means the term of this Sublease, as provided in Section 2.2 hereof.

“Trust Agreement” means that certain Second Amended and Restated Trust Agreement, dated as of the date hereof, by and among the County, the Corporation and the Trustee, including any amendments or supplements thereto made or entered into in accordance with its terms.

“Trustee” means the trustee acting in its capacity as such under the Trust Agreement or any successor appointed as therein provided.

Section 2. Sublease; Term.

2.1. Sublease. The Corporation hereby subleases the Property to the County and the County hereby subleases the Property from the Corporation on the terms and conditions hereinafter set forth, subject to all Permitted Encumbrances. The County shall take possession of the Property on the Closing Date. The County hereby agrees and covenants that during the term hereof, except as hereinafter provided, it will use the Property for public purposes so as to afford the public the benefits contemplated hereby and so as to permit the Corporation to carry out its agreements and covenants contained herein and in the Trust Agreement, and the County hereby further agrees and covenants that during the term hereof that it will not abandon or vacate the Property. This Sublease terminates and supersedes that certain Amended and Restated Sublease, dated as of April 1, 2010, by and between the Corporation and the County, recorded in the offices of the Los Angeles County Recorder as Document Number 20100542126 on April 21, 2010.

2.2. Term. Subject to the next succeeding paragraph of this Section 2.2, with respect to each Component, the term of this Sublease with respect to such Component shall begin on the Closing Date and end on the earliest of: (a) the date set forth with respect to such Component in Exhibit B hereto (and in the case of any Property which is added to or substituted for a Component pursuant to Section 7.2 hereof and Section 8.02 of the Trust Agreement, the date set forth in Exhibit B with respect to such additional or substituted Component), (b) the date all Base Rental related to such Component is paid in full, (c) the date of termination of this Sublease with respect to such Component due to casualty or condemnation in accordance with the terms of Section 5 or 6 hereof, or (d) the date of release of such Component in accordance with the terms of Section 7.2 hereof and Section 8.02 of the Trust Agreement.

Notwithstanding anything to the contrary contained herein, including without limitation the provisions of Section 3.1 hereof, if there shall remain outstanding any obligations payable to a Credit Provider under a Credit Provider Agreement, the term of this Sublease with respect to each Component subject to this Sublease at such time shall be extended until such date as all such obligations payable to such Credit Provider have been satisfied; *provided, however*, in no event shall the term of this Sublease with respect to any Component exceed [the earlier of: (a)]the maximum useful life of such Component [or (b) the date ten (10) years following the date set forth with respect to such Component in Exhibit B hereto (and in the case of any Property which is added to or substituted for a Component pursuant to Section 7.2 hereof and Section 8.02 of the Trust Agreement, the date set forth in Exhibit B with respect to such additional or substituted Component)]. During such extension of the term of this Sublease, the County shall pay Base Rental in amount sufficient to satisfy such obligations to such Credit Provider in full; *provided, however*, that the Base Rental with respect to any Component during any Base Rental Period shall not exceed the fair rental value with respect to such Component during such Base Rental Period.

Upon the termination or expiration of this Sublease (other than as provided in Section 12.2 hereof), 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.

Section 3. Rent.

3.1. Rental Payments. The County hereby agrees to pay to the Corporation Base Rental (in an amount up to the Maximum Base Rental) and the Additional Rental with respect to each Component, as provided herein, for the use, occupancy and possession of the Property for which such Maximum Base Rental is payable, all on the terms and conditions set forth herein. The County shall be obligated to pay the Minimum Required Rental Payment in advance, and any Minimum Supplemental Rental Payment and Additional Rental, on the terms, in the amounts, at the times and in the manner hereinafter set forth.

a. Maximum Base Rental. Subject to Section 2.2 above, the Maximum Base Rental for each Component for each Base Rental Period shall be the amount set forth in Exhibit B with respect to such Component and shall become due and payable annually in advance on each Base Rental Payment Date during the Sublease Term. The County hereby agrees to pay, from legally available funds, the aggregate Maximum Base Rental for all Components for each Base Rental Period on the respective Base Rental Payment Date subject to reduction pursuant to Section 3.1(b) hereof.

b. Minimum Required Rental Payment. Prior to the commencement of each Base Rental Period, the Corporation shall issue a Debt Service Certificate — Annual. If the Minimum Required Rental Payment set forth on the Debt Service Certificate for a Base Rental Period is less than the aggregate Maximum Base Rental for all Components for such Base Rental Period, the County may deposit with the Trustee such Minimum Required Rental Payment. The amount by which the aggregate Maximum Base Rental for said Base Rental Period exceeds the amount so deposited shall continue to be an obligation of the County for such Base Rental Period and shall be payable by the County if and to the extent that payment is required pursuant to Section 3.1(c) or 3.1(d) hereof.

c. Additional Deposit if Lease Revenue Obligations Increase. If the Debt Service Certificate — Additional Lease Revenue Obligations issued by the Corporation to the County pursuant to Section 2.15(e)(v) or 3.12(d) of the Trust Agreement indicates that a Minimum Supplemental Rental Payment is required, the County shall promptly pay such Minimum Supplemental Rental Payment, except as provided in Section 3.1(e) hereof.

d. Additional Deposit for Interest. If the Debt Service Certificate — Additional Interest/Principal filed by the Corporation with the County pursuant to Section 7.14 of the Trust Agreement indicates that a Minimum Supplemental Rental Payment is required, the County shall promptly pay such Minimum Supplemental Rental Payment, except as provided in Section 3.1(e) hereof.

e. Alternative to Payment of Minimum Supplemental Rental Payment. The County shall not be required to pay that portion of a Minimum Supplemental Rental Payment for which the Corporation shall have issued its Commercial Paper Notes to provide funds in an amount not less than such portion

of such Minimum Supplemental Rental Payment and the proceeds of such Commercial Paper Notes shall have been deposited into the related Commercial Paper Note Proceeds Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund.

f. No Payments in Excess of Aggregate Maximum Base Rental. Under no circumstances shall the County be required to pay during any Base Rental Period amounts exclusive of Additional Rental in excess of aggregate Maximum Base Rental for such Base Rental Period.

g. Additional Rental. In addition to the Minimum Required Rental Payments and any Minimum Supplemental Rental Payments set forth herein, the County agrees to pay as Additional Rental all of the following:

(i) All taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, ad valorem and specific lien special assessments and gross receipts taxes, if any, levied upon any Component or upon any interest of the Corporation, the Trustee or the Owners therein or in this Sublease, including taxes and charges contemplated by Section 4.2 hereof;

(ii) All costs of maintenance, operation, repair and replacement of the Property as required under Section 4.1 hereof;

(iii) Insurance premiums, if any, on all insurance required under the provisions of Section 4.3 hereof;

(iv) All fees, costs and expenses (not otherwise paid or provided for out of the proceeds of the sale of the Commercial Paper Notes or Advances under the Direct Placement Revolving Credit Agreement) of the Trustee and the Issuing and Paying Agent in connection with the Trust Agreement;

(v) All commitment fees and other amounts payable to each Credit Provider under its respective Credit Provider Agreement;

(vi) Amounts owed to the United States as rebatable arbitrage pursuant to Section 4.07 of the Trust Agreement to the extent amounts available in the appropriate subaccounts of the Excess Earnings Account and the Investment Earnings Account are insufficient therefor; and

(vii) Any other fees, costs or expenses incurred by the Corporation, the Trustee and the Issuing and Paying Agent in connection with the execution, performance or enforcement of this Sublease or any assignment hereof or of the Trust Agreement or any of the transactions contemplated hereby or thereby or related to the Property.

Amounts constituting Additional Rental 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 30 days after notice in writing from the Trustee, the Corporation or any Credit Provider to the County stating the amount of Additional Rental then due and payable and the purpose thereof.

3.2. Consideration. The Minimum Required Rental Payments and any Minimum Supplemental Rental Payments and Additional Rental for each Base Rental Period or portion thereof during the Sublease Term shall constitute the total rental for such Base Rental Period or portion thereof and shall be payable by the County for and in consideration for the use and possession, and the continued quiet use and enjoyment, of the Property by the County for and during such Base Rental Period or portion thereof. The parties hereto have agreed and determined that the Rental Payments payable in respect of any Component during each such Base Rental Period are not in excess of the total fair rental value of such Component for such Base Rental Period. In making such determination, consideration has been given to the uses and purposes served by each such Component and the benefits therefrom that will accrue to the parties by reason of this Sublease and to the general public by reason of the County's use of each such Component.

3.3. Budget. The County hereby covenants to include all Minimum Required Rental Payments, Additional Rental and Minimum Supplemental Rental Payments due hereunder in each Fiscal Year in its annual budget and to make the necessary annual appropriations for all such Minimum Required Rental Payments, Additional Rental and Minimum Supplemental Rental Payments, subject to Section 3.5 hereof. The covenants on the part of the County herein contained shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the ministerial duty of each and every public official of the County who bears direct or indirect responsibility for administering this Sublease to take such action and do such things as are required by law in the performance of such official duty of such officials to enable the County to carry out and perform the covenants and agreements on the part of the County contained in this Sublease. The obligation of the County to make Rental Payments does not constitute an obligation of the County for which the County is obligated to levy or pledge any form of taxation or for which the County has levied or pledged any form of taxation. Notwithstanding anything to the contrary contained herein, neither the Lease Revenue Obligations nor the obligation of the County to make Rental Payments or Additional Rental payments constitutes an indebtedness of the County within the meaning of any constitutional or statutory debt limitation or restriction.

3.4. Payment. Amounts necessary to pay Rental Payments shall be paid by the County on the dates set forth in Section 3.1 hereof in lawful money of the United States of America, at the Principal Office of the Trustee, or at such other place or places as may be established in accordance with the Trust Agreement. Except as provided in Section 3.5 hereof, any amount necessary to pay any Rental Payments which is not so deposited shall remain due and payable until received by the Trustee. Notwithstanding any dispute between the County and the Corporation hereunder, the County shall make all Rental Payments when due and shall not withhold any Rental Payments pending the final resolution of such dispute or for any other reason whatsoever. The County's obligation to make Rental Payments in the amount and on the

terms and conditions specified hereunder shall be absolute and unconditional without any right of set-off or counterclaim, and without abatement, subject only to the provisions of Section 3.5 hereof.

3.5. Rental Abatement. Except to the extent of (a) available amounts held by the Trustee in the Base Rental Account and the Direct Placement Revolving Notes Payment Account of the Lease Revenue Obligation Payment Fund, and available amounts held by the Issuing and Paying Agent in the Commercial Paper Notes Payment Account or the Bank Reimbursement Account of the Issuing and Paying Agent Fund, (b) amounts, if any, received in respect of rental interruption insurance with respect to any Component, and (c) amounts, if any, otherwise legally available to the County for payments in respect of this Sublease or to the Trustee for payments in respect of the Lease Revenue Obligations, Rental Payments due hereunder shall be subject to abatement in accordance with this Section 3.5 during any period in which, by reason of material damage, destruction or condemnation of any Component, or defects in title to any Component, there is substantial interference with the use, occupancy or possession of any Component by the County. The amount of annual rental abatement shall be such that the resulting Rental Payments in respect of the Property in any Base Rental Period during which such interference continues, excluding any amounts described in clauses (a), (b) or (c) above, do not exceed the fair rental value of the Property for such Base Rental Period with respect to which there has not been substantial interference, as evidenced by a certificate of a County Representative. Such abatement shall continue for the period commencing with the date of such damage, destruction, condemnation or discovery of such title defect and ending with the restoration of the affected Component to tenantable condition or correction of the title defect. In the event of any such damage, destruction, condemnation or title defect, this Sublease shall continue in full force and effect, except as set forth in Sections 5 and 6 hereof.

3.6. Triple Net Sublease. This Sublease is intended to be a triple net lease. The County agrees that the rentals provided for herein shall be an absolute net return to the Corporation free and clear of any expenses, charges or set-offs whatsoever.

3.7. Power and Authority. The County represents and warrants to the Corporation that the County has the full power and authority to enter into, to execute and deliver this Sublease and the Site Lease, and to perform all of its duties and obligations hereunder and thereunder, and has duly authorized the execution and delivery of this Sublease and the Site Lease, and the Property is zoned for use for governmental related facilities. The Corporation represents and warrants to the County that the Corporation has the full power and authority to enter into, to execute and deliver this Sublease, the Site Lease, the Trust Agreement and the Issuing and Paying Agent Agreement, and to perform all of its duties and obligations hereunder and thereunder, and has duly authorized the execution and delivery of this Sublease, the Site Lease, the Trust Agreement and the Issuing and Paying Agent Agreement.

Section 4. Affirmative Covenants of the Corporation and the County. The Corporation and the County are entering into this Sublease in consideration of, among other things, the following covenants:

4.1. Replacement, Maintenance and Repairs. [The County shall, at its own expense, during the Sublease Term, maintain each Component, or cause the same to be

maintained, in good order, condition and repair and shall repair or replace any Component which is destroyed, damaged or taken to such an extent that there is substantial interference with the use and possession of such Component by the County which would result in an abatement of Rental Payments or any portion thereof pursuant to Section 3.5 hereof, the County shall be required either to (i) apply sufficient funds from the insurance proceeds (including self-insurance), condemnation award and other legally available funds, if any, to the replacement or repair of such Component which has been damaged, destroyed or taken, or (ii) apply sufficient funds from the insurance proceeds (including self-insurance), condemnation award and other legally available funds, if any, to the payment and retirement of Outstanding Lease Revenue Obligations and payment to the Credit Providers of all obligations payable under the Credit Provider Agreements which would have been payable from that portion of the Base Rental payments which are abated as a result of the damage, destruction or taking, such that the resulting Base Rental payments on the unaffected portions of the Property payable pursuant to Section 3.1 hereof in any Base Rental Period following such partial repayment are sufficient to pay in such Base Rental Period the principal of and interest on an aggregate principal amount of Lease Revenue Obligations Outstanding equal to the Maximum Principal Amount (as modified after giving effect to the termination of this Sublease with respect to such damaged, destroyed or taken Component pursuant to Section 5.1 or 6.1 hereof, as applicable, and after the corresponding adjustment to Maximum Base Rental for each Base Rental Period during the remainder of the term of this Sublease), to the extent due and payable in such Base Rental Period, immediately after such partial repayment.]

The County shall provide or cause to be provided all security service, custodial service, janitorial service and other services necessary for the proper upkeep and maintenance of each Component. It is understood and agreed that in consideration of the payment by the County of the Rental Payments herein provided for, the County is entitled to possession of each Component and the Corporation shall have no obligation to incur any expense of any kind or character in connection with the management, operation or maintenance of such Component during the Sublease Term with respect to such Component. The Corporation shall not be required at any time to make any improvements, alterations, changes, additions, repairs or replacements of any nature whatsoever in or to any Component. The County hereby expressly waives the right to make repairs or to perform maintenance of any Component at the expense of the Corporation and (to the extent permitted by law) waives the benefit of Sections 1932, 1941 and 1942 of the California Civil Code relating thereto. The County shall keep each Component free and clear of all liens, charges and encumbrances other than Permitted Encumbrances, subject only to the provisions of Section 4.2 hereof.

4.2. Taxes, Other Governmental Charges and Utility Charges. The Corporation and the County contemplate that each Component will be used for a governmental or proprietary purpose of the County and, therefore, that each Component will be exempt from all taxes presently assessed and levied with respect to such Component. Nevertheless, the County hereby agrees to pay during the Sublease Term with respect to each Component as the same respectively become due, all taxes (except for income or franchise taxes of the Corporation), utility charges and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to each such Component; *provided, however*, that, with respect to any 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 accrued during

such time as this Sublease is in effect with respect to such Component; *provided, further*, that the County may contest in good faith the validity or application of any tax, utility charge or governmental charge in any reasonable manner which does not adversely affect the right, title and interest of the Corporation or the Trustee in and to any Component or its rights or interests under this Sublease or subject any portion of any Component to loss or forfeiture. Any such taxes or charges shall constitute Additional Rental under Section 3.1(g) hereof and shall be payable directly to the entity assessing such taxes or charges.

4.3. Insurance. The County shall secure and maintain or cause to be secured and maintained at all times with insurers of recognized responsibility or through a program of self-insurance to the extent specifically permitted in this Section 4.3, all coverage on the Property required by this Section 4.3. Such insurance shall consist of:

a. A policy or policies of insurance against loss or damage to any Component known as “all risk,” including earthquake and flood. Such insurance shall be maintained with respect to the Property at any time in an amount equal to the lesser of (i) the full replacement value of the Property, and (ii) the Maximum Principal Amount. The term “full replacement value” as used herein shall mean the cost of repair or replacement of the affected Component, without deduction for depreciation. Such insurance may at any time include a deductible clause providing for a deductible not to exceed \$1,000,000 for all losses in any year; *provided, however*, that the County’s obligations under this clause (a) may be satisfied by self-insurance satisfactory to the Corporation; *provided further, however*, that if the County in its own discretion determines that earthquake coverage is not available on commercially reasonable terms, then earthquake insurance on the Property shall not be required by this clause (a);

b. Comprehensive general liability coverage against claims for damages including death, personal injury, bodily injury or property damage arising from operations involving any Component. Such insurance shall afford protection with a combined single limit of not less than \$1,000,000 per occurrence with respect to bodily injury, death or property damage liability, or such greater amount as may from time to time be recommended by the County’s risk management officer or an independent insurance consultant retained by the County for that purpose; *provided, however*, that the County’s obligations under this clause (b) may be satisfied by self-insurance satisfactory to the Corporation;

c. Rental interruption insurance to cover loss, total or partial, of the use of any Component as a result of any of the hazards covered by the “all risk” insurance required to be secured and maintained pursuant to clause (a) of this Section 4.3, in an amount sufficient at all times to pay the total rent payable under this Sublease with respect to such Component for a period adequate to cover the period of repair or replacement. Such policy shall provide that the amount payable thereunder shall not be less than an amount equal to two year’s Maximum Base Rental for all of the particular Components to which such insurance applies; and

d. A CLTA policy or policies of title insurance for all Components in an amount not less than the Maximum Principal Amount. Such policy or policies of title insurance shall show title to the particular Component covered by such policy in the name of the Corporation or the County, subject to the Sublease and such other encumbrances as will not, in the opinion of the Corporation and the County, materially affect the use, occupancy and possession of the Component and will not result in the abatement of Rental Payments payable by the County hereunder with respect to such Component.

All policies or certificates issued by the respective insurers for insurance, shall provide that such policies or certificates shall not be cancelled or materially changed without at least 30 days' prior written notice to the Trustee. A certificate of a County Representative stating whether all policies or self-insurance required by this Section 4.3 have been obtained and are in full force and effect shall be deposited with the Trustee by the County on the Closing Date and on or before each anniversary of the Closing Date.

All policies or certificates of insurance provided for herein (other than title insurance policies) shall name the County as a named insured, and the Trustee as loss payee. All proceeds of insurance maintained under clauses (a), (c) and (d) of this Section 4.3 shall be deposited with the Trustee for application pursuant to the provisions of the Trust Agreement. All proceeds of insurance maintained under clause (b) of this Section 4.3 shall be deposited with the County.

Notwithstanding the generality of the foregoing, except as to the coverage required under clause (c) of this Section 4.3, the County shall not be required to maintain or cause to be maintained more insurance than is specifically referred to above or any policies of insurance other than standard policies of insurance with standard deductibles offered by reputable insurers at a reasonable cost on the open market.

All permitted self insurance programs shall be: (i) approved by an independent insurance consultant or the County's risk manager on an annual basis, (ii) maintained on an actuarial statement attesting to the sufficiency of the program's assets, and (iii) in the event the self insurance program is discontinued, the actuarial soundness of the claim reserve fund must be maintained. Self-insurance shall not be permitted for the coverages required under clauses (c) and (d) of this Section 4.3.

4.4. Liens. The County shall promptly pay or cause to be paid all sums of money that may become due for any labor, services, materials, supplies or equipment alleged to have been furnished or to be furnished to or for, in, upon or about any Component and which may be secured by any mechanic's, materialman's or other lien against such Component, or the interest of the Corporation therein, and shall cause each such lien to be fully discharged and released; *provided, however*, that the County or the Corporation (a) may contest any such claim or lien without payment thereof so long as such non-payment and contest stays execution or enforcement of the lien, but if such lien is reduced to final judgment and such judgment or such

process as may be issued for the enforcement thereof is not stayed, or if stayed and the stay thereafter expires, then and in any such event the County shall forthwith pay and discharge such judgment or lien, or (b) delay payment without contest so long as and to the extent that such delay will not result in the imposition of any penalty or forfeiture.

4.5. Laws and Ordinances. The County agrees to observe and comply with all rules, regulations and laws applicable to the County with respect to the Property and the operation thereof. The cost, if any, of such observance and compliance shall be borne by the County, and the Corporation shall not be liable therefor. The County agrees further to place, keep, use, maintain and operate all Property in such a manner and condition as will provide for the safety of its agents, employees, invitees, subtenants, licensees and the public.

4.6. Performance of Corporation's Duties and Responsibilities. The County and the Corporation agree that any and all administrative or ministerial actions or determinations that the Corporation is required to do or make pursuant to this Sublease, the Trust Agreement, the Site Lease, the Dealer Agreements, the Issuing and Paying Agent Agreement, each Credit Provider Agreement, each Credit Facility, the Notes or the Direct Placement Revolving Notes or any other related agreement may be performed by the County on behalf of the Corporation.

4.7. Corporation's Purpose. So long as any Lease Revenue Obligations are Outstanding, the Corporation shall not engage in any activities inconsistent with the purposes for which the Corporation is organized, as set forth in the organizational documents pursuant to which the Corporation was created.

Section 5. Application of Insurance Proceeds.

5.1. General. [Proceeds of insurance received in respect of destruction of or damage to any portion of any Component by fire, earthquake or other casualty or event shall be paid to the Trustee for application in accordance with the provisions of Section 4.11 of the Trust Agreement. If there is an abatement of Rental Payments pursuant to Section 3.5 hereof as a result of such casualty or event, and the County elects pursuant to Section 4.11 of the Trust Agreement to apply such insurance (including self-insurance) to the payment and retirement of Lease Revenue Obligations rather than to the replacement or repair of the destroyed or damaged Component, then this Sublease shall terminate with respect to the destroyed or damaged Component as of the later of the date of such election by the County or the date the amount required by Section 4.11 of the Trust Agreement is received by the Trustee. If the County elects, pursuant to Section 4.11 of the Trust Agreement to apply such proceeds to the repair or replacement of the portion of any Component which has been damaged or destroyed, in the event there has been an abatement of Rental Payments pursuant to Section 3.5 hereof, then Rental Payments without any abatement shall again begin to accrue with respect thereto upon repair or replacement of such portion of such Component.]

5.2. Title Insurance. Proceeds of title insurance received with respect to any Component shall be paid to the Trustee for application in accordance with the provisions of Section 4.12 of the Trust Agreement.

Section 6. Eminent Domain.

6.1. Total Condemnation. If any Component, or so much thereof as to render the remainder of such Component unusable for the County's purposes under this Sublease, shall be taken under the power of eminent domain, then this Sublease shall terminate with respect to such Component as of the day possession shall be so taken or as of the date of entry of the interlocutory judgment.

6.2. Partial Condemnation. If less than a substantial portion of any Component shall be taken under the power of eminent domain, and the remainder is useable for the County's purposes, then this Sublease shall continue in full force and effect as to the remaining portions of such Component, subject only to such rental abatement as is required by Section 3.5 hereof. The County and the Corporation hereby waive the benefit of any law to the contrary.

6.3. Condemnation Awards. Any award made in eminent domain proceedings for the taking shall be paid to the Trustee for application in accordance with the provisions of Section 4.11 of the Trust Agreement. If the County elects, pursuant to Section 4.11 of the Trust Agreement, to apply such proceeds to the replacement of the condemned portion of any Component, in the event there has been an abatement of Rental Payments pursuant to Section 3.5 hereof, then Rental Payments without any abatement shall again begin to accrue with respect thereto upon replacement of Component.

Section 7. Assignment and Sublease; Addition, Substitution or Release of Property.

7.1. Assignment and Sublease. The County shall not mortgage, pledge, assign or transfer any interest of the County in this Sublease by voluntary act or by operation of law, or otherwise; *provided, however,* that the County may sublease all Property or any Component thereof, may grant concessions to others involving the use of the Property or any Component, whether such concessions purport to convey a leasehold interest or a license to use such Property or Component; *provided, further, however,* that such sublease or grant shall be subject to the terms hereof and of the Trust Agreement. Subject to the limitations set forth herein and in the Trust Agreement, the County shall at all times remain liable for the performance of the covenants and conditions on its part to be performed under this Sublease, notwithstanding any subletting or granting of concessions which may be made. Nothing herein contained shall be construed to relieve the County of its obligation to pay Base Rental and Additional Rental with respect to each Component as provided in this Sublease or to relieve the County of any other obligations contained herein. In no event shall the County sublease to or permit the use of all or any part of any Component by any person so as to cause interest on the Tax Exempt Lease Revenue Obligations to be includable in gross income for federal income tax purposes or to be subject to State personal income tax.

The Corporation shall, concurrently with the execution hereof, pledge and assign all of its right, title and interest in and to this Sublease (except for its right to payment of its expenses under Section 3.1(g) hereof, its right to indemnification pursuant to Section 11 hereof and its right to receive certain notices under Section 15 hereof), including without limitation its right to receive Base Rental payable hereunder and to enforce its remedies hereunder, to the

Trustee pursuant to the Trust Agreement, and the County hereby approves such pledge and assignment. The parties hereto further agree to execute any and all documents necessary and proper in connection therewith.

7.2. Addition, Substitution or Release of Property. Notwithstanding Section 7.1 above, if no default or event of default has occurred and is continuing hereunder or under any Credit Provider Agreement, the County may acquire from the Corporation, free and clear of the Corporation's rights under this Sublease and the Site Lease, the release or substitution of any Component, subject to the requirements set forth in Section 8.02 of the Trust Agreement, or the County may add a component or other property to this Sublease and the Site Lease, subject to the requirements set forth in Section 8.02 of the Trust Agreement.

Section 8. Additions and Improvements; Removal. The County shall have the right during the Sublease Term to make any additions or improvements to any Component, to attach fixtures, structures or signs, and to affix any personal property to any Component, so long as the fair rental value of the Component is not thereby reduced. Title to all fixtures, equipment or personal property placed by the County on any Component shall remain in the County. Title to any personal property, improvements or fixtures placed on any Component by any sublessee or licensee of the County shall be controlled by the sublease or license agreement between such sublessee or licensee and the County, which sublease or license agreement shall not be inconsistent with this Sublease.

Section 9. Right of Entry. Representatives of the Corporation shall, subject to reasonable security precautions, have the right to enter upon any Component during reasonable business hours (and in emergencies at all times) (a) to inspect the same, (b) for any purpose connected with the rights or obligations of the Corporation under this Sublease or of the Trustee under the Trust Agreement, or (c) for all other lawful purposes.

Section 10. Quiet Enjoyment. The Corporation covenants and agrees that the County, upon keeping and performing the covenants and agreements herein contained, shall, at all times during the Sublease Term, peaceably and quietly have, hold, and enjoy the Property.

Section 11. Indemnification and Hold Harmless Agreement. To the extent permitted by law, the County hereby agrees to indemnify and hold the Corporation and its officers and directors harmless against any and all liabilities which might arise out of or are related to the Property and the Lease Revenue Obligations, including without limitation obligations to the Credit Providers under the Credit Provider Agreements, and the County further agrees to defend the Corporation and its directors in any action arising out of or related to the Property or the Lease Revenue Obligations or the issuance of any Credit Facility or the execution and delivery of any Direct Placement Revolving Credit Agreement. 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 any Component.

Section 12. Events of Default and Remedies.

12.1. Default by County. If the County shall fail to pay to the Trustee any Rental Payment with respect to any Component as and when the same shall become due and payable, or shall breach any other terms, covenants or conditions contained herein or in the Trust Agreement and shall fail to remedy any such breach with all reasonable dispatch within a period of 60 days after written notice thereof from the Corporation, or its assignee, to the County, or, if such breach cannot be remedied within such 60-day period, shall fail to institute corrective action within such 60-day period and diligently pursue the same to completion, then and in any such event the County shall be deemed to be in default hereunder.

12.2. Remedies on Default by Corporation. Upon a failure or breach as described in 12.1, the Corporation or its assignee shall have the right, at its option, without any further demand or notice: [(a) to reenter any Component and eject all parties in possession therefrom and, without terminating this Sublease, relet the Component as the agent and for the account of the County upon such terms and conditions as the Corporation may deem advisable, in which event the rents received on such reletting shall be applied first to the expenses of reletting and collection, including expenses for repair or restoration of the Component to its original condition (taking into account normal wear and tear), reasonable attorneys' fees and any real estate commissions actually paid, and second to Base Rental with respect to such Component in accordance with this Sublease and the Trust Agreement and third to Additional Rental with respect to such Component in accordance with this Sublease; *provided*, that if a sufficient sum shall not be realized to pay such sums and other charges then the County shall pay to the Corporation any net deficiency existing on the date when the Base Rental or Additional Rental with respect to such Component is due hereunder; *provided, however*, that such reentry and reletting shall be done only with the consent of the County, which consent is hereby irrevocably given; or (b) in lieu of the above,] so long as the Corporation or its assignee does not terminate this Sublease or the County's possession of any Component, to enforce all of its rights and remedies under this Sublease, including the right to recover Base Rental payments as they become due under this Sublease pursuant to Section 1951.4 of the California Civil Code and to otherwise enforce performance by the County, and to pursue any remedy available in law or in equity, except as expressly provided herein. [Any reentry pursuant to this Section 12 shall be allowed by the County without hindrance, and neither the Corporation nor its assignee shall be liable in damages for any reentry or be guilty of trespass.] [NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SUBLEASE, THE CORPORATION EXPRESSLY WAIVES ANY RIGHT TO TERMINATE THIS SUBLEASE [OR THE COUNTY'S RIGHT TO POSSESSION OF ANY COMPONENT] REGARDLESS OF WHETHER OR NOT THE COUNTY HAS ABANDONED ANY SUCH COMPONENT. Without limiting the generality of the foregoing, the Corporation expressly waives the right to receive any amount from the County pursuant to California Civil Code Section 1951.2(a)(3) to the extent that any such damages would effectively result in the acceleration of any Base Rental with respect to the Property hereunder.] Notwithstanding any other provision of this Sublease or the Trust Agreement, in no event shall the Corporation or its assignee have the right to accelerate the payment of any Base Rental with respect to the Property hereunder.

Each and every remedy of the Corporation or any assignee of the rights of the Corporation hereunder is cumulative and the exercise of one remedy shall not impair the right of the Corporation or its assignee to any or all other remedies. If any statute or rule of law validly shall limit the remedies given to the Corporation or any assignee of the rights of the Corporation

or its assignee hereunder, the Corporation or its assignee nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

All damages and other payments received by the Corporation pursuant to this Section 12 shall be applied in the manner set forth in the Trust Agreement.

12.3. Default by Corporation. The failure of the Corporation to observe and perform any covenants, agreements or conditions on its part in this Sublease contained, including under Sections 4.7 and 10 hereof, if such failure shall have continued for a period of 60 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the Corporation and the Trustee, by the County, shall constitute a Corporation Event of Default under this Sublease; *provided, however*, that if in the reasonable opinion of the Corporation the failure stated in the notice can be corrected, but not within such 60 day period, such failure shall not constitute a Corporation Event of Default if corrective action is instituted by the Corporation within such 60 day period and the Corporation shall diligently and in good faith cure such failure in a reasonable period of time. In each and every case upon the occurrence and the during the continuance of a Corporation Event of Default by the Corporation hereunder, the County shall have all the rights and remedies permitted by law.

Section 13. Waiver. The waiver by the Corporation or its assignee of any breach by the County, and the waiver by the County of any breach by the Corporation of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 14. DISCLAIMER OF WARRANTIES. NEITHER THE CORPORATION NOR ANY PERSON ACTING ON ITS BEHALF HAS MADE OR MAKES ANY WARRANTY OR REPRESENTATION AS TO THE PAST, PRESENT OR FUTURE CONDITION OF THE PROPERTY NOT HEREIN EXPRESSED, AND THE COUNTY HAS ENTERED INTO THIS SUBLEASE WITHOUT REPRESENTATIONS OR WARRANTIES WITH RESPECT THERETO ON THE PART OF THE CORPORATION, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES.

Section 15. Notices. All notices, requests, demands and other communications under this Sublease shall be in writing (unless otherwise specified herein) and shall be sufficiently given on the date of service if served personally upon the person to whom notice is to be given or on receipt if sent by telex or other telecommunication facility or courier or if mailed by registered or certified mail, return receipt requested, postage prepaid, and properly addressed as follows:

- a. if to the County, to the County of Los Angeles, 500 West Temple Street, Room 432, Los Angeles, California 90012; Attention: Treasurer and Tax Collector, with a copy to the County Counsel;
- b. if to the Corporation, to the Los Angeles County Capital Asset Leasing Corporation, 500 West Temple Street, Room 432, Los Angeles, California 90012; Attention: Treasurer and Tax Collector, with a copy to the County Counsel;

c. if to the Trustee, Deutsche Bank National Trust Company, 1761 E. Saint Andrew Place, Santa Ana, CA 92705, Attention: Trust and Securities Services (Municipal Group);

d. if to the Issuing and Paying Agent, Deutsche Bank National Trust Company, 1761 E. Saint Andrew Place, Santa Ana, CA 92705, Attention: Trust and Securities Services (Municipal Group);

e. if to the Credit Providers, at their respective addresses set forth in their respective Credit Provider Agreement;

or to such other address or addresses as any such person shall have designated to the others by notice given in accordance with the provisions of this Section 15.

Section 16. Validity. If any one or more of the terms, provisions, promises, covenants or conditions of this Sublease shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction; then each and all of the remaining terms, provisions, promises, covenants and conditions of this Sublease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

If for any reason this Sublease 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 agreements of the County hereunder, including the covenant to pay Base Rental and Additional Rental hereunder, is unenforceable for the full term hereof, then and in such event for and in consideration of the right of the County to possess, occupy and use the Property, which right in such event is hereby granted, this Sublease shall thereupon become and shall be deemed to be a sublease from year to year under which the annual Base Rental payments and Additional Rental payments herein specified will be paid by the County.

Section 17. Execution in Counterparts. This Sublease may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same agreement.

Section 18. Law Governing. This Sublease is made in the State under the Constitution and laws of the State and is to be so construed.

Section 19. Amendment. This Sublease may be amended only in accordance with and as permitted by the terms of Section 8.02 of the Trust Agreement.

Section 20. Excess Payments. Notwithstanding anything contained herein or in the Trust Agreement to the contrary, if for any reason, including but not limited to damage, destruction, condemnation, transfer, sale or disposition, the County or the Trustee receive payments, proceeds or awards with respect to any Component in excess of the amount necessary to pay or provide in accordance with the Trust Agreement for the payment of all of the Outstanding Lease Revenue Obligations and the payment of all amounts payable under each Credit Provider Agreement, such excess shall represent the County's equity interest in such Component and shall be paid to the County.

Section 21. No Merger. If both the Corporation's and the County's estates under this Sublease or the Site Lease or any other lease relating to any Component shall at any time by any time by any reason become vested in one owner, this Sublease and the estate created hereby shall not be destroyed or terminated by the doctrine of merger unless the County so elects as evidenced by recording a written declaration so stating, and, unless and until the County, so elects, the Corporation and the County shall continue to have and enjoy all of their respective rights and privileges as to the separate estates.

Section 22. 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 or any Component leased hereby or intended to be so leased or for carrying out the express intention of the Sublease.

Section 23. No Sovereign Immunity. The County is subject to civil and commercial law in respect of its obligations under this Sublease, the Lease Revenue Obligations and other Related Documents to which it is a party, and the execution, delivery and performance of such instruments and agreements constitute commercial acts rather than public or governmental acts; however, (i) the substantive provisions and procedural requirements of California civil law and commercial law which apply to the County are, in many respects, different from the substantive provisions and procedural requirements which would apply to other Persons under similar circumstances; (ii) California law limits the exercise of prejudgment and postjudgment remedies against public entities, including the County; and (iii) a court may not strictly enforce certain covenants if it concludes that enforcement would be unreasonable under the circumstances. To the extent that the County is entitled to any immunity from suit, it hereby waives such immunity to the fullest extent permitted by law.

Section 24. Third Party Beneficiaries. Each Credit Provider shall be a third party beneficiary of this Sublease with the power to enforce the same until the later of (i) the date the respective Credit Facility or Direct Placement Revolving Credit Agreement has terminated and been surrendered to such Credit Provider for cancellation (ii) the date all amounts payable under the respective Credit Provider Agreement and Revolving Note or Direct Placement Revolving Note, as applicable, have been satisfied in full.

Section 25. Assignment to Trustee. The parties to the Sublease understand and agree that, upon the execution and delivery of the Trust Agreement (which is occurring simultaneously with the execution and delivery of the Sublease), all right, title and interest of the Corporation in and to the Sublease will be sold, assigned and transferred to the Trustee for the benefit of the Owners of the Lease Revenue Obligations. The County consents to such sale, assignment and transfer. Upon the execution and delivery of the Trust Agreement, references in the operative provisions of the Sublease to the Corporation shall be deemed to be references to the Trustee, as assignee of the Corporation.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Sublease as of the date first above written.

COUNTY OF LOS ANGELES

By: _____
Chairman of the Board of Supervisors

Attest:

SACHI A. HAMAI
Executive Officer - Clerk of
the Board of Supervisors
of the County of Los Angeles

By: _____
Deputy

**LOS ANGELES COUNTY CAPITAL
ASSET LEASING CORPORATION**

By: _____
Authorized Representative

Attest:

Assistant Secretary of the Los Angeles
County Capital Asset Leasing Corporation

By: _____

[Attach notary forms]

Certificate of Executive Officer-Clerk
of the Board of Supervisors

On this [_____] day of April 2013, pursuant to Section 25103 of the California Government Code, the undersigned Executive Officer-Clerk of the Board of Supervisors certifies that on this date, a copy of this document was delivered to the Chairman of the Board of Supervisors of the County of Los Angeles.

Sachi A. Hamai
Executive Officer-Clerk of the
Board of Supervisors

By _____
Deputy

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property situated in the County of Los Angeles, State of California, described as follows, and any improvements thereto:

[See attached pages]

EXHIBIT B

BASE RENTAL PAYMENT SCHEDULE

[See attached base rental schedules]

EXHIBIT C-1

FORM OF DEBT SERVICE CERTIFICATE — ANNUAL

Pursuant to Section 3.1(b) of the Second Amended and Restated Sublease (the “Sublease”), dated as of April 1, 2013, by and between the **Los Angeles County Capital Asset Leasing Corporation** (the “**Corporation**”) as Sublessor, and the **County of Los Angeles** (the “**County**”), as Sublessee, the undersigned hereby certifies that as of July 15, ____ (the “Date of Calculation”) for the Base Rental Period commencing on the Date of Calculation:

(a) the aggregate principal amount of Lease Revenue Obligations Outstanding as of the Date of Calculation is expected to be \$_____, consisting of \$_____ principal amount of Commercial Paper Notes, \$_____ principal amount of Revolving Notes and \$_____ principal amount of Direct Placement Revolving Notes;

(b) *[determine Assumed Interest Rate only for those Lease Revenue Obligations where Commercial Paper Notes and/or Advances evidenced by Revolving Notes/Direct Placement Revolving Notes are Outstanding, otherwise mark N/A]*: the Assumed Interest Rate for the Base Rental Period commencing on the Date of Calculation is, with respect to the Commercial Paper Notes ____% per annum, with respect to Revolving Notes ____% per annum, and with respect to Direct Placement Revolving Notes ____% per annum, all as calculated pursuant to the Trust Agreement;

(c) *[calculate Assumed Interest Cost only for those Lease Revenue Obligations where Commercial Paper Notes and/or Advances evidenced by Revolving Notes/Direct Placement Revolving Notes are Outstanding, otherwise mark \$0]*: based upon the aggregate principal amount of Lease Revenue Obligations Outstanding as of the Date of Calculation and the Assumed Interest Rate as of the Date of Calculation, the aggregate Assumed Interest Cost required during the Base Rental Period commencing on the Date of Calculation will be \$_____, consisting of \$_____ of Assumed Interest Cost for Commercial Paper Notes, \$_____ of Assumed Interest Cost for Revolving Notes and \$_____ of Assumed Interest Cost for Direct Placement Revolving Notes.

(d) the Maximum Principal Amount as of the last day of the Base Rental Period commencing Date of Calculation will be \$_____ *[initially, \$600,000,000]*, of which \$_____ *[initially, \$450,000,000]* is the Pro Rata Share thereof for Notes and \$_____ *[initially, \$150,000,000]* is the Pro Rata Share thereof for Direct Placement Revolving Notes;

(e) *[determine only for a Base Rental Period with a Required Principal Reduction Amount, otherwise mark \$0]*: the Required Principal Reduction Amount for the Base Rental Period commencing on the Date of Calculation is \$_____, of which \$_____ is the Pro Rata Share thereof for Notes and \$_____ is the Pro Rata Share thereof for Direct Placement Revolving Notes;

(f) *[determine only for those Lease Revenue Obligations where Commercial Paper Notes and/or Advances evidenced by Revolving Notes/Direct Placement Revolving Notes are Outstanding and are required to be repaid through an amortization of Advances in the*

current Base Rental Period, otherwise mark \$0]: the amount of principal scheduled to be payable on Revolving Notes during the Base Rental Period commencing Date of Calculation is \$_____ and the amount of principal coming due on Direct Placement Revolving Notes during the Base Rental Period commencing Date of Calculation is \$_____;

(g) the Minimum Required Rental Payment is \$_____, which represents the sum of the amounts set forth in paragraphs (c), (e) and (f); and

(h) demand is hereby made that the County pay forthwith the Minimum Required Rental Payment.

Dated: _____

**LOS ANGELES COUNTY CAPITAL ASSET
LEASING CORPORATION**

By: _____
Authorized Representative

EXHIBIT C-2

FORM OF DEBT SERVICE CERTIFICATE — ADDITIONAL LEASE REVENUE OBLIGATIONS

Pursuant to Section 3.1(c) of the Second Amended and Restated Sublease (the “Sublease”), dated as of April 1, 2013, by and between the **Los Angeles County Capital Asset Leasing Corporation** (the “**Corporation**”) as Sublessor, and the **County of Los Angeles** (the “**County**”), as Sublessee, the undersigned hereby certifies that as of the date of issuance (the “Date of Calculation”) of Lease Revenue Obligations referred to in Section 2.15(e)(v) or 3.12(d) of the Second Amended and Restated Trust Agreement, dated as of April 1, 2013 between the Corporation and Deutsche Bank National Trust Company, as Trustee (the “Trust Agreement”):

(a) the aggregate principal amount of Lease Revenue Obligations Outstanding immediately after such issuance is expected to be \$_____, consisting of \$_____ principal amount of Commercial Paper Notes, \$_____ principal amount of Revolving Notes and \$_____ principal amount of Direct Placement Revolving Notes;

(b) [*determine Assumed Interest Rate only for those Lease Revenue Obligations where Commercial Paper Notes and/or Advances evidenced by Revolving Notes/Direct Placement Revolving Notes are Outstanding, otherwise mark N/A*]: the Assumed Interest Rate for the Base Rental Period during which the Date of Calculation occurs, as calculated pursuant to the Trust Agreement is, with respect to the Commercial Paper Notes ____% per annum, with respect to Revolving Notes ____% per annum and with respect to Direct Placement Revolving Notes ____% per annum, as calculated pursuant to the Trust Agreement;

(c) [*calculate Assumed Interest Cost only for those Lease Revenue Obligations where Commercial Paper Notes and/or Advances evidenced by Revolving Notes/Direct Placement Revolving Notes are Outstanding, otherwise mark \$0*]: based upon the aggregate principal amount of Lease Revenue Obligations Outstanding immediately after such issuance and the Assumed Interest Rate for the Base Rental Period during which the Date of Calculation occurs, the aggregate Assumed Interest Cost during the portion of the Base Rental Period from and after the Date of Calculation, will be \$_____, consisting of \$_____ of Assumed Interest Cost for Commercial Paper Notes, \$_____ of Assumed Interest Cost for Revolving Notes and \$_____ of Assumed Interest Cost for Direct Placement Revolving Notes;

(d) [*determine only for those Lease Revenue Obligations where Commercial Paper Notes and/or Advances evidenced by Revolving Notes/Direct Placement Revolving Notes are Outstanding, otherwise mark \$0*]: the aggregate interest accrued on Lease Revenue Obligations during the Base Rental Period prior to the Date of Calculation is \$_____, consisting of \$_____ of interest accrued on Commercial Paper Notes, \$_____ of interest accrued on Revolving Notes and \$_____ of interest accrued on Direct Placement Revolving Notes;

(e) [determine only for a Base Rental Period with a Required Principal Reduction Amount, otherwise mark \$0]: the Required Principal Reduction Amount for the Base Rental Period during which the Date of Calculation occurs which remains unpaid is \$_____, of which \$_____ is the Pro Rata Share thereof for Notes and \$_____ is the Pro Rata Share thereof for Direct Placement Revolving Notes;

(f) the amount of Minimum Required Rental Payment and Minimum Supplemental Rental Payment previously paid by the County for the Base Rental Period during which the Date of Calculation occurs is \$_____.

(g) the Minimum Supplemental Rental Payment is the sum of the amounts set forth in paragraphs (c), (d) and (e), less the amount set forth in paragraph (f), which amount equals \$_____; and

(h) if the amount set forth in paragraph (g) is greater than zero, demand is hereby made that the County pay forthwith the Minimum Supplemental Rental Payment.

Dated: _____

**LOS ANGELES COUNTY CAPITAL ASSET
LEASING CORPORATION**

By: _____
Authorized Representative

EXHIBIT C-3

FORM OF DEBT SERVICE CERTIFICATE — ADDITIONAL INTEREST/PRINCIPAL

Pursuant to Section 3.1(d) of the Second Amended and Restated Sublease (the “Sublease”), dated as of April 1, 2013, by and between the **Los Angeles County Capital Asset Leasing Corporation** (the “**Corporation**”) as Sublessor, and the **County of Los Angeles** (the “**County**”), as Sublessee, the undersigned hereby certifies that as of the date hereof (the “Date of Calculation”):

(a) *[determine only for those Lease Revenue Obligations where Commercial Paper Notes and/or Advances evidenced by Revolving Notes/Direct Placement Revolving Notes are Outstanding, otherwise mark \$0]*: the amount of interest required to be paid on Lease Revenue Obligations during the portion of the Base Rental Period after the Date of Calculation is \$_____, consisting of \$_____ of interest on Commercial Paper Notes, \$_____ of interest on Revolving Notes and \$_____ of interest accrued on Direct Placement Revolving Notes;

(b) *[determine only for those Lease Revenue Obligations where Commercial Paper Notes and/or Advances evidenced by Revolving Notes/Direct Placement Revolving Notes are Outstanding, otherwise mark \$0]*: the interest accrued on Lease Revenue Obligations during the portion of the Base Rental Period prior to the Date of Calculation is \$_____, consisting of \$_____ of interest accrued on Commercial Paper Notes, \$_____ of interest accrued on Revolving Notes and \$_____ of interest accrued on Direct Placement Revolving Notes;

(c) *[determine only for a Base Rental Period with a Required Principal Reduction Amount, otherwise mark \$0]*: the Required Principal Reduction Amount during the portion of the Base Rental Period after the Date of Calculation is \$_____, of which \$_____ is the Pro Rata Share thereof for Notes and \$_____ is the Pro Rata Share thereof for Direct Placement Revolving Notes;

(d) *[determine only for a Base Rental Period with a Required Principal Reduction Amount, otherwise mark \$0]*: the Required Principal Reduction Amount during the portion of the Base Rental Period prior to the Date of Calculation is \$_____, of which \$_____ is the Pro Rata Share thereof for Notes and \$_____ is the Pro Rata Share thereof for Direct Placement Revolving Notes;

(e) *[determine only for those Lease Revenue Obligations where Commercial Paper Notes and/or Advances evidenced by Revolving Notes/Direct Placement Revolving Notes are Outstanding and are required to be repaid through an amortization of Advances in the current Base Rental Period, otherwise mark \$0]*: the amount of principal required to be paid on Revolving Notes and Direct Placement Revolving Notes during the portion of the Base Rental Period after the Date of Calculation is \$_____, consisting of \$_____ of principal of Revolving Notes and \$_____ of principal of Direct Placement Revolving Notes;

(f) *[determine only for those Lease Revenue Obligations where Commercial Paper Notes and/or Advances evidenced by Revolving Notes/Direct Placement Revolving Notes are Outstanding and are required to be repaid through an amortization of Advances, otherwise mark \$0]:* the amount of principal required to be paid on Revolving Notes and Direct Placement Revolving Notes during the portion of the Base Rental Period prior to the Date of Calculation is \$_____, consisting of \$_____ of principal of Revolving Notes and \$_____ of principal of Direct Placement Revolving Notes;

(g) the amount of Minimum Required Rental Payment and Minimum Supplemental Rental Payment previously paid by the County for the Base Rental Period during which the Date of Calculation occurs is \$_____;

(h) the Minimum Supplemental Rental Payment is the sum of the amounts set forth in paragraphs (a), (b), (c), (d), (e) and (f), less the amount set forth in paragraph (g), which amount equals \$_____; and

(i) if the amount set forth in paragraph (h) is greater than zero, demand is hereby made that the County pay forthwith the Minimum Supplemental Rental Payment.

Dated: _____

**LOS ANGELES COUNTY CAPITAL ASSET
LEASING CORPORATION**

By: _____
Authorized Representative

SECOND AMENDED AND RESTATED TRUST AGREEMENT

Dated as of April 1, 2013

by and between

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION

and

DEUTSCHE BANK NATIONAL TRUST COMPANY,
as Trustee

Relating to

Los Angeles County Capital Asset Leasing Corporation
Lease Revenue Obligations

TABLE OF CONTENTS

Page

ARTICLE I

APPOINTMENT OF TRUSTEE; DEFINITIONS

Section 1.01.	Appointment of Trustee	2
Section 1.02.	Definitions.....	3
Section 1.03.	Rules of Construction	23
Section 1.04.	Authorization	23
Section 1.05.	Trust Agreement a Contract.....	23

ARTICLE II

GENERAL TERMS OF COMMERCIAL PAPER NOTES

Section 2.01.	Authorization of Commercial Paper Notes, Revolving Notes and Advances.....	23
Section 2.02.	Terms of Commercial Paper Notes.....	24
Section 2.03.	Revolving Notes.....	27
Section 2.04.	Form of Commercial Paper Notes	27
Section 2.05.	Execution and Authentication of Notes	28
Section 2.06.	Notes Mutilated, Lost, Destroyed or Stolen.....	28
Section 2.07.	Cancellation of Notes.....	29
Section 2.08.	Transfer, Exchange and Registration of Notes	29
Section 2.09.	Book-Entry System for Commercial Paper Notes	30
Section 2.10.	Transfers Outside Book-Entry System for Commercial Paper Notes	30
Section 2.11.	Draws Under Credit Facility for Commercial Paper Notes	31
Section 2.12.	Priority of Moneys to Pay Commercial Paper Notes.....	31
Section 2.13.	Credit Facilities for Commercial Paper Notes	32
Section 2.14.	Authorization of Additional Series of Commercial Paper Notes and Revolving Notes.....	33
Section 2.15.	Issuance and Sale of Commercial Paper Notes.....	34
Section 2.16.	Redemption of Callable Commercial Paper Notes	37
Section 2.17.	Fiscal and Other Agents for Notes.....	41

ARTICLE III

GENERAL TERMS OF THE DIRECT PLACEMENT REVOLVING NOTES

Section 3.01.	Authorization of Direct Placement Revolving Notes and Advances.....	41
Section 3.02.	Terms of Direct Placement Revolving Notes.	41
Section 3.03.	Form of Direct Placement Revolving Notes.....	43
Section 3.04.	Execution and Authentication of Direct Placement Revolving Notes.....	43
Section 3.05.	Transfers of Direct Placement Revolving Notes	44

Section 3.06.	Exchange of Direct Placement Revolving Notes.....	44
Section 3.07.	Registration of Direct Placement Revolving Notes.....	44
Section 3.08.	Direct Placement Revolving Notes Mutilated, Lost, Destroyed or Stolen	44
Section 3.09.	Cancellation of Direct Placement Revolving Notes	45
Section 3.10.	Fiscal and Other Agents for Direct Placement Revolving Notes	45
Section 3.11.	Authorization of Additional Series of Direct Placement Revolving Notes	45
Section 3.12.	Advances under Direct Placement Revolving Credit Agreements.....	46

ARTICLE IV

FUNDS AND ACCOUNTS

Section 4.01.	Application of Proceeds of Sale of Commercial Paper Notes.....	47
Section 4.02.	Application of Proceeds of Advances under Credit Facilities.....	49
Section 4.03.	Application of Proceeds of Advances under Direct Placement Revolving Credit Agreements	49
Section 4.04.	Establishment and Application of Project Fund	49
Section 4.05.	Establishment and Application of Lease Revenue Obligation Payment Fund.	50
Section 4.06.	Establishment and Application of Issuing and Paying Agent Fund.	53
Section 4.07.	Establishment and Application of Earnings Fund.	56
Section 4.08.	Costs of Issuance Fund	57
Section 4.09.	Surplus	58
Section 4.10.	Additional Rental.....	58
Section 4.11.	Repair or Replacement; Application of Insurance Proceeds and Condemnation Awards.....	58
Section 4.12.	Title Insurance	59
Section 4.13.	Application of Amounts After Default by County	59
Section 4.14.	Held in Trust	60
Section 4.15.	Investments Authorized	60
Section 4.16.	Reports	60
Section 4.17.	Limited Obligation of Lease Revenue Obligations	61

ARTICLE V

THE TRUSTEE

Section 5.01.	Compensation and Indemnification of Trustee.....	61
Section 5.02.	Removal of Trustee.....	61
Section 5.03.	Resignation of Trustee	61
Section 5.04.	Merger or Consolidation.....	62
Section 5.05.	Protection and Rights of the Trustee.....	62
Section 5.06.	Trustee to Act as Set Forth Herein.....	64

ARTICLE VI

THE ISSUING AND PAYING AGENT

Section 6.01.	Duties, Immunities and Liabilities of Issuing and Paying Agent	64
Section 6.02.	Merger or Consolidation	67
Section 6.03.	Right of Issuing and Paying Agent to Rely Upon Documents	67
Section 6.04.	Preservation and Inspection of Documents.....	68

ARTICLE VII

COVENANTS

Section 7.01.	Limitation on Issuance of Commercial Paper Notes	68
Section 7.02.	Maintenance of Credit Facilities for Commercial Paper Notes	68
Section 7.03.	Punctual Payment.....	69
Section 7.04.	Tax Exempt Lease Revenue Obligations to Remain Tax Exempt.....	69
Section 7.05.	Notices to Rating Agencies.....	70
Section 7.06.	Corporation to Perform Pursuant to Sublease.....	70
Section 7.07.	Access to Books and Records	70
Section 7.08.	General.....	70
Section 7.09.	Performance	71
Section 7.10.	Prosecution and Defense of Suits	71
Section 7.11.	Further Assurances.....	71
Section 7.12.	Receipt and Deposit of Revenues in Lease Revenue Obligation Payment Fund	71
Section 7.13.	Retirement of Lease Revenue Obligations	71
Section 7.14.	File Debt Service Certificate--Additional Interest/Principal	71

ARTICLE VIII

AMENDMENTS

Section 8.01.	Amendments to Trust Agreement.....	72
Section 8.02.	Amendments to Site Lease and Sublease.....	73

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01.	Events of Default Defined	75
Section 9.02.	Notice of Events of Default	76
Section 9.03.	Remedies on Default.....	77
Section 9.04.	Application of Revenues and Other Funds After Default.....	77
Section 9.05.	Lease Revenue Obligations Not Subject to Acceleration	78
Section 9.06.	Collection of Base Rental Payments.....	78
Section 9.07.	No Remedy Exclusive.....	78
Section 9.08.	No Additional Waiver Implied by One Waiver.....	78
Section 9.09.	Action by Owners	78
Section 9.10.	Opinion of Counsel.....	79

ARTICLE X

LIMITATION OF LIABILITY

Section 10.01. No Liability of Corporation for Trustee Performance79
Section 10.02. No Liability of Trustee or Issuing and Paying Agent for Base Rental
Payments by County79
Section 10.03. No Liability of County Except as Stated79
Section 10.04. Limited Liability of Trustee and Issuing and Paying Agent.....79
Section 10.05. Limitation of Rights; Third Party Beneficiaries80

ARTICLE XI

MISCELLANEOUS

Section 11.01. Records80
Section 11.02. Notices80
Section 11.03. Defeasance81
Section 11.04. Governing Law81
Section 11.05. Partial Invalidity.....81
Section 11.06. Binding Effect; Successors81
Section 11.07. Execution in Counterparts.....81
Section 11.08. Headings82
Section 11.09. LC Bank Consent.....82

EXHIBITS

EXHIBIT A-1 Form of Tax Exempt Governmental Commercial Paper Note
EXHIBIT A-2 Form of Tax Exempt 501(c)(3) Commercial Paper Note
EXHIBIT A-3 Form of Taxable Commercial Paper Note
EXHIBIT B-1 Form of Tax Exempt Governmental Master Note
EXHIBIT B-2 Form of Tax Exempt 501(c)(3) Master Note
EXHIBIT B-3 Form of Taxable Master Note
EXHIBIT C Form of Dealer Agreement
EXHIBIT D Form of Payment Request
EXHIBIT E Form of Disbursement Request

TRUST AGREEMENT

THIS SECOND AMENDED AND RESTATED TRUST AGREEMENT, is dated as of April 1, 2013 (this “**Trust Agreement**”), by and between the LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION (the “**Corporation**”), a California nonprofit public benefit corporation, and DEUTSCHE BANK NATIONAL TRUST COMPANY, a national banking association organized and existing under the laws of the United States (the “**Trustee**”), amending and restating that certain Amended and Restated Trust Agreement, dated as of April 1, 2010, by and between the Los Angeles Capital Asset Leasing Corporation and Deutsche Bank National Trust Company, which in turn amended and restated the Trust Agreement, dated as of July 1, 1997, by and between the Los Angeles Capital Asset Leasing Corporation and Trust Company of California, N.A., as amended.

WITNESSETH:

WHEREAS, concurrently herewith, the Corporation and the County of Los Angeles (the “**County**”), a political subdivision of the State of California, will enter into an Second Amended and Restated Site Lease, dated as of the date hereof (the “**Site Lease**”), pursuant to which the Corporation will lease from the County certain Property (as such term is defined therein) located in the County, together with the buildings and improvements thereon owned by the County; and

WHEREAS, concurrently herewith, the Corporation and the County will enter into a Second Amended and Restated Sublease, dated as of the date hereof (the “**Sublease**”), pursuant to which the County will sublease from the Corporation the Property; and

WHEREAS, the Corporation has determined to provide under this Trust Agreement for the issuance of its Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligations for the purpose of providing moneys that will be sufficient, among other things (i) to pay amounts owed to the Previous Banks (as defined herein) under the Previous Reimbursement Agreements (as defined herein), (ii) to finance Project Costs, and (iii) to pay costs incurred in connection with the issuance, sale and delivery of the Lease Revenue Obligations; and

WHEREAS, the Corporation has determined to enter into this Trust Agreement in order to provide for the authentication and delivery of the Lease Revenue Obligations, to establish and declare the terms and conditions upon which the Lease Revenue Obligations will be issued and secured and to secure the payment of the principal thereof and interest thereon; 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 due time, form, and manner as required by law, and the parties hereto are duly authorized to execute and enter into this Trust Agreement; and

WHEREAS, the execution and delivery of this Trust Agreement have been duly approved and authorized by resolutions of the Board of Directors of the Corporation; and

WHEREAS, the Trustee has accepted the trust created and established by this Trust Agreement and in evidence thereof has joined in the execution hereof.

NOW, THEREFORE, in consideration of the premises, of the acceptance by the Trustee of its duties hereby imposed, and of the purchase and acceptance of the Lease Revenue Obligations by the Owners thereof, the receipt and adequacy of which are hereby acknowledged, and to secure the payment of all of the Lease Revenue Obligations at any time issued and Outstanding hereunder and the interest thereon according to their tenor, purport and effect, to secure the obligations of the Corporation to the Credit Providers under each Credit Provider Agreement and to secure the performance and observance of all of the covenants, agreements and conditions contained therein, herein and in the Site Lease and the Sublease, the Corporation by these presents does hereby pledge and assign unto the Trustee, in the trust hereby created for the benefit of the Owners and the Credit Providers, all its right, title and interest in and to: (i) the Site Lease; (ii) the Sublease (except for its right to payment of expenses of the Corporation under Section 3.1(g) of the Sublease, its right to indemnification under Section 11 of the Sublease and its right to receive notices under Section 15 of the Sublease), including the right to enforce remedies under the Sublease and all revenues, issues, income, rents, royalties, profits and receipts derived or to be derived by the Corporation from or attributable to the sublease of the Property to the County including all revenues attributable to the sublease of the Property or to the payment of the costs thereof received or to be received by the Corporation under the Sublease or any part thereof or any contractual arrangement with respect to the use of the Property, including the payment of Base Rental thereunder; (iii) the proceeds of any insurance, including the proceeds of any self-insurance covering loss relating to the Property; (iv) all amounts on hand from time to time in the funds and accounts established hereunder (other than the Excess Earnings Account of the Earnings Fund); (v) all proceeds of rental interruption insurance policies carried with respect to the Property pursuant to the Sublease or in accordance with this Trust Agreement; and (vi) any additional moneys or amounts that may from time to time, by delivery or by writing of any kind, be subjected to the lien hereof by the Corporation or by anyone on its behalf, subject only to the provisions of this Trust Agreement, the Site Lease and the Sublease (clauses (i), (ii), (iii), (iv), (v) and (vi) of this sentence, collectively, the “**Pledged Property**”).

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THIS TRUST AGREEMENT WITNESSETH:

ARTICLE I

APPOINTMENT OF TRUSTEE; DEFINITIONS

Section 1.01. Appointment of Trustee. The Trustee is hereby appointed and employed to act solely as set forth herein, to receive, hold and disburse in accordance with the terms hereof the moneys to be paid to it, to apply and disburse payments received pursuant to the Sublease to the Owners of such Lease Revenue Obligations or the Credit Providers, as applicable, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Trust Agreement, the Trustee accepts the duties and obligations provided herein, but only upon the terms and conditions herein set forth.

Section 1.02. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.02 shall, for all purposes of this Trust Agreement, have the meanings set forth below. All other capitalized terms used herein without definition shall have the meanings given to such terms in the Sublease.

“**Additional Property**” has the meaning assigned to such term in Section 8.02 hereof.

“**Additional Rental**” means the amounts specified as such in Section 3.1(g) of the Sublease.

“**Additional Series**” means the Series of Lease Revenue Obligations issued pursuant to a Supplemental Trust Agreement.

“**Administrative Expense Account**” means the account of that name established within the Lease Obligation Payment Fund pursuant to Section 4.05 hereof.

“**Advance**” means (i) with respect to a Credit Facility, each advance or loan (whether a revolving loan or term loan) of funds made under and subject to the provisions contained in such Credit Facility or the related Reimbursement Agreement, as applicable, and (ii) with respect to a Direct Placement Revolving Credit Agreement, each advance or loan (whether a revolving loan or term loan) of funds made under and subject to the provisions contained in such Direct Placement Revolving Credit Agreement.

“**Alternate LC Bank**” means a provider or providers of an Alternate Credit Facility.

“**Alternate Credit Facility**” means an irrevocable letter of credit, a line or lines of credit, a noncancellable insurance policy or other credit facility provided by an Alternate LC Bank to facilitate the payment of a Series of Commercial Paper Notes in accordance with the provisions of Section 7.02 hereof, as such alternate credit facility may be amended or supplemented from time to time.

“**Assumed Interest Rate**” means (a) with respect to Commercial Paper Notes, (i) for purposes of the Base Rental Period commencing on April [___], 2013 and ending on July 14, 2013, an interest rate equal to [_____] % per annum; and (ii) for purposes of any Base Rental Period commencing on or after July 15, 2013, the lesser of the Maximum Interest Rate or:

Amount of interest accrued on Commercial Paper Notes during the 12 months ended on the July 1 preceding the commencement of such Base Rental Period

125% of:

Average daily balance of principal amount of Commercial Paper Notes Outstanding during the 12 months ended on the July 1 preceding the commencement of such Base Rental Period;

; *provided however*, that the County may establish a rate that is higher than the 125% of the Base Rental allocable to the prior Base Rental Period and less than the Maximum Interest Rate, if, in the County's judgment, it is prudent to do so;

(b) with respect to outstanding Advances, if any, evidenced by Revolving Notes, the applicable rate set forth in the applicable Reimbursement Agreement; and

(c) with respect to outstanding Advances, if any, evidenced by Direct Placement Revolving Notes, (i) for purposes of the Base Rental Period commencing on April [___], 2013 and ending on July 14, 2013, an interest rate equal to [_____] % per annum; and (ii) for purposes of any Base Rental Period commencing on or after July 15, 2013, the lesser of the Maximum Interest Rate or:

[Amount of interest to accrue on such Direct Placement Revolving Notes during such Base Rental Period]

[125% of:]

[The principal amount of Advances evidenced by such Direct Placement Revolving Notes Outstanding at the commencement of such Base Rental Period];

; *provided however*, that the County may establish a rate that is higher than the 125% of the Base Rental allocable to the prior Base Rental Period and less than the Maximum Interest Rate, if, in the County's judgment, it is prudent to do so.

“Authorized Denomination” means \$100,000 and integral multiples of \$1,000 in excess thereof.

“Authorized Representative” means the President, Vice President or Secretary-Treasurer of the Corporation, the Executive Officer of the Board of Supervisors of the County or any deputy thereof, the Chief Executive Officer or his designee, the Treasurer and Tax Collector or his designee, or another official designated by either such officer and authorized to act on behalf of the Corporation under or with respect to this Trust Agreement and all other agreements related thereto.

“Bank Reimbursement Account” means the account of that name established within the Issuing and Paying Agent Fund pursuant to Section 4.06 hereof.

“Base Rental” means the amounts specified as such in Section 3.1(a) of the Sublease, as such amounts may be adjusted from time to time in accordance with the terms of the Sublease, but does not include Additional Rental.

“Base Rental Account” means the account of that name established within the Lease Obligation Payment Fund pursuant to Section 4.05 hereof.

“Base Rental Payment Date” means April [___], 2013, and, thereafter, each July 15 commencing July 15, 2013 during the Sublease Term.

“Base Rental Period” means the period between one Base Rental Payment Date and the next Base Rental Payment Date, provided that the first Base Rental Period shall commence on April [___], 2013 and end on July 14, 2013.

“Business Day” means any day other than (i) a Saturday or Sunday or a day on which banking institutions are authorized or required by law or executive order to be closed in the State for commercial banking purposes; (ii) a day on which the New York Stock Exchange is authorized or required by law or executive order to be closed; (iii) with respect to Notes, a day upon which commercial banks are authorized or required by law or executive order to be closed in the cities and states in which demands for payment may be presented under the Credit Facilities supporting the repayment of the Commercial Paper Notes; and (iv) with respect to Advances to the Corporation under a Direct Placement Revolving Credit Agreement, a day upon which the applicable Direct Placement Bank is authorized or required by law or executive order to be closed in the cities and states in which demands for Advances may be presented (and in certain circumstances, a day upon which certain requests may be made by the Corporation with respect to the making of, continuation of, conversion of and prepayment of Advances) under the Direct Placement Revolving Credit Agreements.

“Call Exercise Period” means, with respect to any Callable Commercial Paper Notes, the period commencing on and including the 35th day immediately preceding the maturity date of such Callable Commercial Paper Notes through and including the Business Day immediately preceding such maturity date.

“Call Option” with respect to any Callable Commercial Paper Notes, shall mean the right of the Corporation to redeem such Callable Commercial Paper Notes prior to maturity, in whole but not in part, on the Redemption Date at the Redemption Price of such Callable Commercial Paper Notes.

“Call Option Exercise Notice” with respect to any Callable Commercial Paper Notes, shall mean a written notice, given by or on behalf of the Corporation to the Issuing and Paying Agent on any Business Day at least two (2) Business Days but not more than ten (10) Business Days prior to the designated Redemption Date described therein, of the Corporation’s election to exercise the Call Option with respect to such Callable Commercial Paper Notes.

“Callable Commercial Paper Notes” means Commercial Paper Notes designated by the Corporation in written instructions of a Corporation Representative, pursuant to Section 2.15(a) hereof or designated by a Dealer on behalf of the Corporation pursuant to the last paragraph of Section 2.15(a) hereof, to be subject to a Call Option by the Corporation pursuant to Section 2.15(a) hereof.

“Category” means one of the following categories of Lease Revenue Obligations: (i) Notes; and (ii) Direct Placement Revolving Notes.

“Closing Date” means the first date on which Lease Revenue Obligations are executed and delivered hereunder by the Corporation.

“**Code**” means the Internal Revenue Code of 1986, as amended, including regulations, rulings and judicial decisions promulgated thereunder.

“**Commercial Paper Notes**” means, collectively, (a) any Tax Exempt Governmental Commercial Paper Notes, (b) any Taxable Commercial Paper Notes, (c) any Tax Exempt 501(c)(3) Commercial Paper Notes, and (d) the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes of any Additional Series. Any Commercial Paper Notes described in the preceding sentence designated to be subject to a Call Option by the Corporation pursuant to Section 2.15(a) hereof shall be further designated as Callable Commercial Paper Notes.

“**Commercial Paper Notes Payment Account**” means the account of that name established within the Issuing and Paying Agent Fund pursuant to Section 4.06 hereof.

“**Corporation Representative**” means an Authorized Representative of the Corporation.

“**Costs of Issuance**” means all the costs of preparing, issuing and delivering the Lease Revenue Obligations and other costs related to the financing provided thereby, including, but not limited to, all printing and document preparation expenses in connection with this Trust Agreement, the Site Lease, the Sublease, the Lease Revenue Obligations and any offering materials pertaining to the Commercial Paper Notes; rating agency fees; CUSIP Service Bureau charges; consultant fees; market study fees; title insurance and appraisal fees; legal fees and expenses of counsel; any computer and other expenses incurred in connection with the issuance of the Lease Revenue Obligations; the initial fees and expenses of the Trustee and the Issuing and Paying Agent (including, without limitation, origination fees and first annual fees payable in advance); and other costs, fees and expenses incurred in connection with the execution and delivery of the Lease Revenue Obligations or the implementation of the financing provided thereby, to the extent such fees and expenses are approved by the County or an Authorized Representative.

“**Costs of Issuance Fund**” means the account of that name established pursuant to Section 4.08 hereof.

“**County**” means the County of Los Angeles, California.

“**County Representative**” means an Authorized Representative of the County.

“**Credit Facility**” means (a)(i) with respect to Series A Commercial Paper Notes, the Series A Credit Facility, (ii) with respect to Series B Commercial Paper Notes, the Series B Credit Facility, (iii) with respect to Series C Commercial Paper Notes, the Series C Credit Facility, and (iv) with respect to any Additional Series of Commercial Paper Notes, any irrevocable letter of credit, a line or lines of credit, a noncancellable insurance policy or other credit facility provided by an LC Bank to facilitate the payment of Commercial Paper Notes of such Additional Series and (b) any Alternate Credit Facility.

“**Credit Provider**” means any LC Bank or any Direct Placement Bank.

“**Credit Provider Agent**” has the meaning assigned to that term in Section 9.03(d) hereof.

“**Credit Provider Agreement**” means any Reimbursement Agreement or any Direct Placement Revolving Credit Agreement.

“**Dealer**” means, as applicable, (a) with respect to the Series A Commercial Paper Notes, any Series A Dealer, (b) with respect to the Series B Commercial Paper Notes, any Series B Dealer, (c) with respect to the Series C Commercial Paper Notes, any Series C Dealer, and (d) with respect to each Additional Series, any dealer or any co-dealer appointed by the Corporation in its discretion, or any successor, alternate or additional dealer or co-dealer appointed by the Corporation in its discretion with respect to the Commercial Paper Notes of such Additional Series.

“**Dealer Agreement**” means, as applicable, (a) the Series A Dealer Agreement, (b) the Series B Dealer Agreement, (c) the Series C Dealer Agreement, and (d) each dealer agreement entered into with respect to any Additional Series of Commercial Paper Notes, substantially in the form of Exhibit C attached hereto, as it may be amended, supplemented or otherwise modified from time to time, or any dealer agreement with a substitute, alternate, additional or successor dealer or dealers.

“**Depository**” means DTC or if (a) the Depository resigns from its functions as securities depository of the Commercial Paper Notes, or (b) the Corporation discontinues use of the Depository pursuant to Section 2.09 hereof, any other securities depository which agrees to follow procedures required to be followed by a securities depository in connection with the Commercial Paper Notes and which is selected by the Corporation with the consent of the Trustee.

“**Direct Placement Bank**” means, as applicable, (a) the Series D Direct Placement Bank, and (b) any other provider obligated to make Advances to the Corporation under a Direct Placement Revolving Credit Agreement evidenced by one or more Direct Placement Revolving Note(s) issued as an Additional Series pursuant to the provisions of this Trust Agreement.

“**Direct Placement Revolving Credit Agreement**” means, as applicable, (a) the Series D Direct Placement Revolving Credit Agreement, and (b) any other revolving credit agreement and related fee letter agreement entered into among the Corporation, the County and a Direct Placement Bank providing for Advances made by such Direct Placement Bank to the Corporation evidenced by one or more Direct Placement Revolving Note(s) issued as an Additional Series pursuant to the provisions of this Trust Agreement.

“**Direct Placement Revolving Notes**” means, as applicable, (a) the Series D Direct Placement Revolving Notes, and (b) one or more other promissory notes issued as an Additional Series pursuant to the provisions of this Trust Agreement evidencing Advances made by a Direct Placement Bank to the Corporation pursuant to a Direct Placement Revolving Credit Agreement.

“Direct Placement Revolving Notes Payment Account” means the account of that name established within the Lease Obligation Payment Fund pursuant to Section 4.05 hereof.

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

“Earnings Fund” means the fund of that name established pursuant to Section 4.07 hereof.

“Electronic Notice” means notice transmitted through a time-sharing terminal, by facsimile transmission, by email or by telephone (promptly confirmed in writing or by facsimile transmission), or, with respect to notices to the Depository, a written notice transmitted electronically by email to the email address provided by the Depository in accordance with the DTC Operational Arrangements, as amended from time to time, or the operational arrangements of any successor Depository.

“EMMA” means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System, or any successor thereto.

“Event of Default” has the meaning assigned to such term in Section 9.01.

“Excess Earnings Account” means the account of that name established within the Earnings Fund pursuant to Section 4.07 hereof.

“Excess Earnings Subaccount” means each subaccount established within the Earnings Account of the Earnings Fund pursuant to Section 4.07 hereof.

“Failed Remarketing” means, with respect to any Callable Commercial Paper Notes for which a Call Option Exercise Notice has been given by or on behalf of the Corporation, the failure of the applicable Dealer to find purchasers for new Callable Commercial Paper Notes (or if directed by the Corporation, new Commercial Paper Notes that are not subject to a Call Option), the proceeds of which will be used to pay the Redemption Price of the existing Callable Commercial Paper Notes proposed to be redeemed, in accordance with the terms of the applicable Dealer Agreement, this Trust Agreement and any direction from the Corporation for all Callable Commercial Paper Notes subject to redemption on the designated Redemption Date as described in the related Redemption Notice and to provide notice to the Issuing and Paying Agent of the relevant issuance terms thereof, by 1:00 P.M. (New York City time) on the Business Day immediately preceding such designated Redemption Date.

“Failed Settlement” means, with respect to any Callable Commercial Paper Notes for which a Call Option Exercise Notice has been given by or on behalf of the Corporation, moneys sufficient to pay the Redemption Price of such Callable Commercial Paper Notes subject to redemption are not on deposit with the Issuing and Paying Agent by 12:30 P.M. (New York City time) on such designated Redemption Date.

“Final Drawing Notice” has the meaning set forth in the related Credit Facility.

“Funding Commitment” means, with respect to an LC Bank, the stated amount of its respective Credit Facility and, with respect to a Direct Placement Bank, the maximum commitment of such Direct Placement Bank under its Direct Placement Revolving Credit Agreement.

“Government Obligations” means (a) direct obligations issued by the United States Treasury; (b) noncallable obligations of a state, a territory or a possession of the United States of America, or any political subdivision of any of the foregoing, or of the District of Columbia, within the meaning of Section 103(c) of the Code, which are rated AAA by S&P and Aaa by Moody’s and which are not guaranteed directly or indirectly by direct or indirect obligations of the United States of America within the meaning of Section 149(b) of the Code; (c) noncallable obligations guaranteed by the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation or the Government National Mortgage Association; or (d) such other federal securities rated AAA by S&P and Aaa by Moody’s as may be permitted under regulations issued pursuant to Section 149(b) of the Code which, in the opinion of Note Counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on any Tax Exempt Lease Revenue Obligations.

“Investment Earnings” means interest received in respect of the investment of moneys on deposit in any fund or account maintained hereunder.

“Investment Earnings Account” means the account of that name established within the Earnings Fund pursuant to Section 4.07 hereof.

“Investment Earnings Subaccount” means each subaccount of that name established within the Earnings Fund pursuant to Section 4.07 hereof.

“Issuing and Paying Agent” means initially Deutsche Bank National Trust Company, acting as the agent of the Trustee, or any successor trustee appointed pursuant to Article V hereof or any other issuing and paying agent appointed pursuant to Article VI hereof.

“Issuing and Paying Agent Agreement” means the Second Amended and Restated Issuing and Paying Agent Agreement dated as of April 1, 2013 between Deutsche Bank National Trust Company and the Corporation or any similar agreement between the Corporation and any successor or substitute Issuing and Paying Agent.

“Issuing and Paying Agent Fund” means the fund of that name established pursuant to Section 4.06 hereof.

“LC Banks” means, collectively, the Series A LC Bank, the Series B LC Bank, the Series C LC Bank, and any issuer of a Credit Facility for any Additional Series of Commercial Paper Notes.

“Lease Revenue Obligation” means any Commercial Paper Note, any Revolving Note or any Direct Placement Revolving Note, and **“Lease Revenue Obligations”** means the Commercial Paper Notes, the Revolving Notes and the Direct Placement Revolving Notes. A Series of Lease Revenue Obligations consisting of Commercial Paper Notes shall also include the related Revolving Notes.

“**Master Note**” means, collectively, the Tax Exempt Governmental Master Note, the Tax Exempt 501(c)(3) Master Note and the Taxable Master Note.

“**Maximum Interest Rate**” means 10% per annum.

[“**Maximum Lawful Rate**” means the maximum rate of interest on the relevant obligations permitted by applicable law.]

“**Maximum Principal Amount**” means, as of any date of calculation, the greatest principal amount of indebtedness which, if it bore interest at the Maximum Interest Rate and principal and such interest were payable annually on the first day of each Base Rental Period (commencing on the first day of the first Base Rental Period to commence after the date of calculation), could be fully retired from amounts then payable by the County as Maximum Base Rental (adjusted for any abatement pursuant to Section 3.5 of the Sublease) during the remaining term of the Sublease.

“**Moody’s**” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, except that if such corporation 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.

“**No-Issuance Notice**” means, as applicable, (a) in the case of Series A Commercial Paper Notes, a notice from the Series A LC Bank to the Issuing and Paying Agent not to issue any additional Series A Commercial Paper Notes, (b) in the case of Series B Commercial Paper Notes, a notice from the Series B LC Bank to the Issuing and Paying Agent not to issue any additional Series B Commercial Paper Notes, (c) in the case of Series C Commercial Paper Notes, a notice from the Series C LC Bank to the Issuing and Paying Agent not to issue any additional Series C Commercial Paper Notes, and (d) in the case of Commercial Paper Notes of an Additional Series, a notice from the LC Bank or LC Banks that have issued the Credit Facility supporting payment of such Additional Series to the Issuing and Paying Agent not to issue any additional Commercial Paper Notes of such Additional Series.

“**Nominee**” means Cede & Co. or such other nominee of the Depository (which may be the Depository) as determined from time to time pursuant hereto.

“**Note**” means any Commercial Paper Note or Revolving Note, and “**Notes**” means the Commercial Paper Notes and the Revolving Notes.

“**Note Counsel**” means an attorney or firm of attorneys of recognized national standing in the field of municipal finance selected by the County.

“**Outstanding**” means, when used as of any particular time with respect to any Lease Revenue Obligation, as the context requires, such Lease Revenue Obligations theretofore issued by the Corporation under this Trust Agreement, except:

(a) Lease Revenue Obligations theretofore cancelled or delivered to the Issuing and Paying Agent for cancellation and, in all cases, with the intent to extinguish the debt represented thereby; and

(b) Lease Revenue Obligations in lieu of, or in substitution for, which other Lease Revenue Obligations have been issued and delivered under Section 2.06 or 3.08 hereof; and

(c) Lease Revenue Obligations with respect to which all liability of the Corporation shall have been discharged in accordance with Section 11.03 hereof.

“**Outstanding Credit Exposure**” means, as to any Credit Provider at any time, the aggregate principal amount of outstanding Advances evidenced by its Revolving Note or Direct Placement Revolving Notes, as applicable.

“**Owner**” whenever used with respect to a Lease Revenue Obligation, means the Person in whose name such Lease Revenue Obligation is registered on the books of the Trustee; provided, that so long as any Master Note is issued and outstanding, then, with respect to the Commercial Paper Notes, it means the Depository or its Nominee.

“**Participant**” means a member of, or participant in, the Depository.

“**Permitted Encumbrances**” means, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the County may, pursuant to Section 4.4 of the Sublease, permit to remain unpaid; (ii) the Sublease, as it may be amended from time to time; (iii) the Site Lease, as it may be amended from time to time; (iv) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law or which the County may, pursuant to Section 4.4 of the Sublease, permit to remain unpaid; (v) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, which exist of record as of the Closing Date, or with respect to any property that is added to or substituted for any Component, as of the date any such property is added to or substituted for any such Component, and, in each case, included in the exceptions and exclusions set forth in the title policies delivered pursuant to Section 4.3 of the Sublease; and (vi) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, established following the Closing Date, or with respect to any property that is added to or substituted for any Component, as of the date any such property is added to or substituted for any such Component, and to which the Corporation, the County and the Credit Providers consent in writing.

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

“**Pledged Property**” has the meaning assigned to such term in the pledge clause immediately following the introductory “WHEREAS” clauses of this Trust Agreement.

“**Preliminary Call Option Exercise Notice**” with respect to any Callable Commercial Paper Notes, shall mean a written notice, given by or on behalf of the Corporation to the Issuing and Paying Agent on any Business Day at least three (3) Business Days but not more than eleven (11) Business Days prior to the designated Redemption Date described therein, of the Corporation’s intention to deliver or cause the applicable Dealer to deliver a Call Option Exercise Notice to the Issuing and Paying Agent not later than 11:00 A.M. (New York City time) on the second Business Day prior to the designated Redemption Date described therein.

“**Previous Banks**” means JPMorgan Chase Bank, National Association, Bank of America, N.A., Wells Fargo Bank, National Association and Union Bank, N.A.

“**Previous Reimbursement Agreements**” means the Letter of Credit and Reimbursement Agreements, each dated as of April 1, 2010, by and among the Corporation, the County and the Previous Banks.

“**Principal Office of the Trustee**” means the corporate trust office of the Trustee located at 1761 E. Saint Andrew Place, Santa Ana, California 92705, Attention: Trust and Securities Services (Municipal Group).

“**Pro Rata Basis**” means, as between Categories of Lease Revenue Obligations, pro rata among Categories based on the aggregate principal amount of such Category of Lease Revenue Obligations Outstanding at such time (and, for Revolving Notes and Direct Placement Revolving Notes, based on the aggregate principal amount of outstanding Advances evidenced by such Revolving Notes or Direct Placement Revolving Notes, as applicable) and, as between Series of a Category of Lease Revenue Obligations, pro rata among Series based on the aggregate principal amount of such Series of a Category of Lease Revenue Obligations Outstanding at such time (and, for Revolving Notes and Direct Placement Revolving Notes, based on the aggregate principal amount of outstanding Advances evidenced by such Series of Revolving Notes or Direct Placement Revolving Notes, as applicable).

“**Pro Rata Share**” means, with respect to a Category of Lease Revenue Obligations, a portion equal to a fraction the numerator of which is the maximum aggregate principal amount of such Category of Lease Revenue Obligations permitted to be Outstanding hereunder and the denominator of which is the Maximum Principal Amount; *provided however*, if the Funding Commitment of a Credit Provider has been terminated in accordance with its Credit Provider Agreement, then the portion of the maximum aggregate principal amount of such Category of Lease Revenue Obligations relating to the Funding Commitment of such Credit Provider shall be based such Credit Provider’s Outstanding Credit Exposure at such time.

“**Project Costs**” means the costs of the acquisition, construction, development and financing or refinancing of capital facilities and improvements thereto, and includes, without limitation, the costs of engineering, architectural services, plans, specification, surveys and estimates of costs, the costs of any taxes or assessments paid or to be paid in connection with the transfer of any property related to the capital facilities; the costs of any indemnity or surety

bonds or other insurance with respect to the acquisition, construction, development or financing or refinancing of any capital facilities; Costs of Issuance of the Lease Revenue Obligations, including, without limitation, expenses relating to registering or qualifying the Commercial Paper Notes for distribution in any jurisdiction of the United States, discounts, commissions, financing or refinancing charges and fees and expenses of underwriters, dealers, remarketing agents, rating agencies, attorneys, accountants, advisors and consultants, the premium payable with respect to any insurance policy with respect to the Lease Revenue Obligations, the costs of audit and any credit enhancement facility; the cost of title insurance; any reimbursement payments to the Corporation or the County; fees and expenses of the Trustee and the Issuing and Paying Agent; the administrative expenses of the County and the Corporation attributable to the capital facilities, including, without limitation, compensation of officers, directors, employees, agents, attorneys, accountants and consultants of the Corporation and any fees and expenses of the Trustee and the Issuing and Paying Agent during construction; and such other costs, whether or not specified herein, as may be necessary or incidental to the acquisition, construction, development or financing or refinancing of the capital facilities and any improvements thereto and the placing of the same in operation, and such other costs and expenses for changes, alterations and additions to the capital facilities requested by the Corporation or the County.

“Project Fund” means the fund of that name established pursuant to Section 4.04 hereof.

“Property” has the meaning assigned to such term in the Sublease.

“Qualified Investments” mean with respect to moneys received by the Trustee pursuant to this Trust Agreement, the Site Lease and the Sublease, if and to the extent permitted by law and by any policy guidelines promulgated by the County:

(1) Obligations of, or guaranteed as to principal and interest by, the United States of America, or by any agency or instrumentality thereof when such obligations are backed by the full faith and credit of the United States of America.

(2) Obligations of instrumentalities or agencies of the United States of America limited to the following: (a) the Federal Home Loan Bank Board (“FHLB”); (b) the Federal Home Loan Mortgage Corporation (“FHLMC”); (c) the Federal National Mortgage Association (FNMA); (d) Federal Farm Credit Bank (“FFCB”); (e) Government National Mortgage Association (“GNMA”); (f) Student Loan Marketing Association (“SLMA”); and (g) guaranteed portions of Small Business Administration (“SBA”) notes.

(3) Commercial Paper having original maturities of not more than 270 days, payable in the United States of America and issued by corporations that are organized and operating in the United States with total assets in excess of \$500 million and having “A” or better rating for the issuer’s long-term debt as provided by Moody’s, S&P or Fitch, and “P-1”, “A-1” or “FI” or better rating for the issuer’s short-term debt as provided by Moody’s, S&P or Fitch, respectively.

(4) The Los Angeles County Treasury Pool.

(5) Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as “bankers’ acceptances,” having original maturities of not more than 180 days. The institution must have a minimum short-term debt rating of “A-1”, “P-1”, or “F1” by S&P, Moody’s or Fitch, respectively, and a long-term debt rating of no less than “A” by S&P, Moody’s or Fitch.

(6) Shares of beneficial interest issued by diversified management companies, known as money market funds, registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 *et seq.*) and whose fund has received the highest possible rating from S&P and at least one of Moody’s or Fitch.

(7) Negotiable certificates of deposit issued by a nationally- or state-chartered bank or a state or federal association (as defined by Section 5102 of the California Financial Code) or by a state-licensed branch of a foreign bank, in each case which has, or which is a subsidiary of a parent company which has, obligations outstanding having a rating in the “A” category or better from S&P, Moody’s, or Fitch.

(8) Repurchase agreements which have a maximum maturity of 30 days and are fully secured at or greater than 102% of the market value plus accrued interest by obligations of the United States Government, its agencies and instrumentalities, in accordance with number (2) above.

(9) Investment agreements and guaranteed investment contracts with issuers having a long-term debt rating of at least “AA” or “Aa2” by S&P or Moody’s, respectively.

“**Rating Agencies**” means Moody’s and S&P, and, to the extent Fitch rates any Lease Revenue Obligations, Fitch.

“**Rating Category**” means one of the general rating categories of either Moody’s or S&P, without regard to any refinement or gradation of such rating category by a numerical modifier, a plus, a minus or otherwise.

“**Redemption Date**,” with respect to any Callable Commercial Paper Notes, shall mean the Business Day designated as the Redemption Date in the Call Option Exercise Notice, which Redemption Date shall occur during the related Call Exercise Period and be at least two (2) Business Days but not more than ten (10) Business Days following the date of the Issuing and Paying Agent’s receipt of the related Call Option Exercise Notice from or on behalf of the Corporation with respect to such Callable Commercial Paper Notes.

“**Redemption Notice**” with respect to any Callable Commercial Paper Notes, shall mean notice of redemption of such Callable Commercial Paper Notes to the respective Owners of such Callable Commercial Paper Notes as described in Section 2.16 hereof.

“Redemption Price” with respect to any Callable Commercial Paper Notes, shall mean a redemption price equal to the principal amount of such Callable Commercial Paper Notes.

“Reimbursement Agreement” means, collectively, (a) the Series A Reimbursement Agreement, (b) the Series B Reimbursement Agreement, (c) the Series C Reimbursement Agreement, and (d) any reimbursement agreement and related fee letter agreement entered into among the Corporation, the County and any LC Bank in connection with the delivery of any Credit Facility supporting the payment of an Additional Series of Commercial Paper Notes.

“Rental Payment” means all Minimum Required Rental Payments, Minimum Supplemental Rental Payments and Additional Rental payable under the Sublease.

“Representation Letter” has the meaning assigned to such term in Section 2.09 hereof.

“Required Credit Providers” means Credit Providers in the aggregate having greater than 50% of the Funding Commitments; *provided, however*, if the Funding Commitment of a Credit Provider has been terminated in accordance with its Credit Provider Agreement, then the Funding Commitment of such Credit Provider shall be based on such Credit Provider’s Outstanding Credit Exposure at such time.

“Required Principal Reduction Amount” means, as of any date of calculation, the principal amount of Lease Revenue Obligations, if any, that must be paid (and not refunded, reissued or remarketed) such that immediately after such retirement the aggregate principal amount of Lease Revenue Obligations Outstanding will not exceed the Maximum Principal Amount as of such date.

“Revolving Note” means, collectively, (a) any Series A Revolving Note, (b) any Series B Revolving Note, (c) any Series C Revolving Note, and (d) any promissory note or promissory notes issued pursuant to the provisions of this Trust Agreement and a Reimbursement Agreement in evidence of Advances made by an LC Bank under a Reimbursement Agreement to support the payment of Commercial Paper Notes of an Additional Series, having the terms and characteristics contained therein and issued in accordance therewith.

“S&P” means Standard & Poor’s Ratings Services, 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 corporation 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.

“Securities Depositories” means The Depository Trust Company, 55 Water Street, 50th Floor, New York, New York 10041-0099, Attn: Call Notification Department, Fax (212) 855-7232; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to the Commercial Paper Notes as the County may designate in a written request of the County filed with the Trustee.

“**Series**” means each series of Lease Revenue Obligations.

“**Series A Advance**” means each advance of funds made under and subject to the provisions contained in the Series A Credit Facility or the Series A Reimbursement Agreement, as applicable.

“**Series A LC Bank**” means JPMorgan Chase Bank, National Association, or any Alternate LC Bank issuing the Series A Credit Facility.

“**Series A Commercial Paper Notes**” means the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes, Series A, and, so long as any Series A Tax Exempt Governmental Master Note, Series A Tax Exempt 501(c)(3) Master Note or Series A Taxable Master Note is issued and outstanding, as evidenced by the Series A Tax Exempt Governmental Master Note, Series A Tax Exempt 501(c)(3) Master Note or Series A Taxable Master Note, as applicable, and, whenever there is no issued and outstanding Series A Tax Exempt Governmental Master Note, Series A Tax Exempt 501(c)(3) Master Note or Series A Taxable Master Note, as evidenced by a note or notes substantially in the form of Exhibit A-1, Exhibit A-2 or Exhibit A-3, respectively, hereto.

“**Series A Credit Facility**” means, initially, that certain irrevocable direct-pay letter of credit issued by the Series A LC Bank pursuant to the Series A Reimbursement Agreement, and, upon the issuance of any Alternate Credit Facility with respect to the Series A Commercial Paper Notes, such Alternate Credit Facility.

“**Series A Dealer**” means, initially only J.P. Morgan Securities LLC, [Morgan Stanley & Co. Incorporated] and [U.S. Bancorp Investments, Inc. and U.S. Bank Municipal Securities Group, a division of U.S. Bank National Association], and any successor, alternate or additional dealer or co-dealer appointed by the Corporation in its discretion and otherwise satisfying the requirements of the Series A Reimbursement Agreement.

“**Series A Dealer Agreement**” means the dealer agreement to be entered into with the Series A Dealer or Series A Dealers, substantially in the form of Exhibit C attached hereto, as it may be amended, supplemented or otherwise modified from time to time, or any dealer agreement with a substitute, alternate, additional or successor dealer or dealers.

“**Series A Notes**” means the Los Angeles County Capital Asset Leasing Corporation Commercial Paper Notes, Series A.

“**Series A Reimbursement Agreement**” means the Letter of Credit and Reimbursement Agreement dated as of April 1, 2013, among the Corporation, the County and the Series A LC Bank, to support the payment of Series A Commercial Paper Notes, together with any related fee letter agreement among the Corporation, the County and the Series A LC Bank, as the same may be amended, supplemented or otherwise modified from time to time, or other agreement and related fee letter agreement executed from time to time in connection with the delivery of a Series A Credit Facility.

“**Series A Revolving Note**” means any promissory note or promissory notes issued pursuant to the provisions of this Trust Agreement and the Series A Reimbursement

Agreement in evidence of Series A Advances made by the Series A LC Bank under the Series A Reimbursement Agreement, having the terms and characteristics contained therein and issued in accordance therewith.

“Series A Tax Exempt 501(c)(3) Commercial Paper Notes” means Series A Notes issued as Tax Exempt 501(c)(3) Commercial Paper Notes.

“Series A Tax Exempt 501(c)(3) Master Note” means a Series A Note substantially in the form of Exhibit B-2 hereto and registered in the name of the Depository thereof or its Nominee, or any successor or assign.

Series A Tax Exempt Governmental Commercial Paper Notes” means Series A Notes issued as Tax Exempt Governmental Commercial Paper Notes.

“Series A Tax Exempt Governmental Master Note” means a Series A Note substantially in the form of Exhibit B-1 hereto and registered in the name of the Depository thereof or its Nominee, or any successor or assign.

“Series A Taxable Commercial Paper Notes” means Series A Notes issued as Taxable Commercial Paper Notes.

“Series A Taxable Master Note” means a Series A Note substantially in the form of Exhibit B-3 hereto and registered in the name of the Depository thereof or its Nominee, or any successor or assign.

“Series B Advance” means each advance of funds made under and subject to the provisions contained in the Series B Credit Facility or the Series B Reimbursement Agreement, as applicable.

“Series B LC Bank” means U.S. Bank National Association, or any Alternate LC Bank providing the Series B Credit Facility.

“Series B Commercial Paper Notes” means the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes, Series B, and, so long as any Series B Tax Exempt Governmental Master Note, Series B Tax Exempt 501(c)(3) Master Note or Series B Taxable Master Note is issued and outstanding, as evidenced by the Series B Tax Exempt Governmental Master Note, Series B Tax Exempt 501(c)(3) Master Note or Series B Taxable Master Note, as applicable, and, whenever there is no issued and outstanding Series B Tax Exempt Governmental Master Note, Series B Tax Exempt 501(c)(3) Master Note or Series B Taxable Master Note, as evidenced by a note or notes substantially in the form of Exhibit A-1, Exhibit A-2 or Exhibit A-3, respectively, hereto.

“Series B Credit Facility” means, initially, that certain irrevocable direct-pay letter of credit issued by the Series B LC Bank pursuant to the Series B Reimbursement Agreement, and, upon the issuance of any Alternate Credit Facility with respect to the Series B Commercial Paper Notes, such Alternate Credit Facility.

“Series B Dealer” means each of [_____], J.P. Morgan Securities LLC and [_____], and any co-dealer appointed by the Corporation in its discretion, or any successor, alternate or additional dealer or co-dealer appointed by the Corporation in its discretion with respect to the Series B Commercial Paper Notes.

“Series B Dealer Agreement” means the dealer agreement to be entered into with the Series B Dealer or Series B Dealers, substantially in the form of Exhibit C attached hereto, as it may be amended, supplemented or otherwise modified from time to time, or any dealer agreement with a substitute, alternate, additional or successor dealer or dealers.

“Series B Notes” means the Los Angeles County Capital Asset Leasing Corporation Commercial Paper Notes, Series B.

“Series B Reimbursement Agreement” means the Letter of Credit and Reimbursement Agreement dated as of April 1, 2013, among the Corporation, the County and the Series B LC Bank, to facilitate the payment of Series B Commercial Paper Notes, , together with any related fee letter agreement among the Corporation, the County and the Series B LC Bank, as the same may be amended, supplemented or otherwise modified from time to time, or other agreement and related fee letter agreement executed from time to time in connection with the delivery of a Series B Credit Facility.

“Series B Revolving Note” means any promissory note or promissory notes issued pursuant to the provisions of this Trust Agreement and the Series B Reimbursement Agreement in evidence of Series B Advances made by the Series B LC Bank under the Series B Reimbursement Agreement, having the terms and characteristics contained therein and issued in accordance therewith.

“Series B Tax Exempt 501(c)(3) Commercial Paper Notes” means Series B Notes issued as Tax Exempt 501(c)(3) Commercial Paper Notes.

“Series B Tax Exempt 501(c)(3) Master Note” means a Series B Note substantially in the form of Exhibit B-2 hereto and registered in the name of the Depository thereof or its Nominee, or any successor or assign.

“Series B Tax Exempt Governmental Commercial Paper Notes” means Series B Notes issued as Tax Exempt Governmental Commercial Paper Notes.

“Series B Tax Exempt Governmental Master Note” means a Series B Note substantially in the form of Exhibit B-1 hereto and registered in the name of the Depository thereof or its Nominee, or any successor or assign.

“Series B Taxable Commercial Paper Notes” means Series B Notes issued as Taxable Commercial Paper Notes.

“Series B Taxable Master Note” means a Series B Note substantially in the form of Exhibit B-3 hereto and registered in the name of the Depository thereof or its Nominee, or any successor or assign.

“**Series C Advance**” means each advance of funds made under and subject to the provisions contained in the Series C Credit Facility or the Series C Reimbursement Agreement, as applicable.

“**Series C LC Bank**” means Wells Fargo Bank, National Association, or any Alternate LC Bank issuing the Series C Credit Facility.

“**Series C Commercial Paper Notes**” means the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes, Series C, and, so long as any Series C Tax Exempt Governmental Master Note, Series C Tax Exempt 501(c)(3) Master Note or Series C Taxable Master Note is issued and outstanding, as evidenced by the Series C Tax Exempt Governmental Master Note, Series C Tax Exempt 501(c)(3) Master Note or Series C Taxable Master Note, as applicable, and, whenever there is no issued and outstanding Series C Tax Exempt Governmental Master Note, Series C Tax Exempt 501(c)(3) Master Note or Series C Taxable Master Note, as evidenced by a note or notes substantially in the form of Exhibit A-1, Exhibit A-2 or Exhibit A-3, respectively, hereto.

“**Series C Credit Facility**” means, initially, that certain irrevocable direct-pay letter of credit issued by the Series C LC Bank pursuant to the Series C Reimbursement Agreement, and, upon the issuance of any Alternate Credit Facility with respect to the Series C Commercial Paper Notes, such Alternate Credit Facility.

“**Series C Dealer**” means each of [_____], J.P. Morgan Securities LLC and [_____], and any co-dealer appointed by the Corporation in its discretion, or any successor, alternate or additional dealer or co-dealer appointed by the Corporation in its discretion with respect to the Series C Commercial Paper Notes.

“**Series C Dealer Agreement**” means the dealer agreement to be entered into with the Series C Dealer or Series C Dealers, substantially in the form of Exhibit C attached hereto, as it may be amended, supplemented or otherwise modified from time to time, or any dealer agreement with a substitute, alternate, additional or successor dealer or dealers.

“**Series C Reimbursement Agreement**” means the Letter of Credit and Reimbursement Agreement dated as of April 1, 2013, among the Corporation, the County and the Series C LC Bank, to facilitate the payment of Series C Commercial Paper Notes, , together with any related fee letter agreement among the Corporation, the County and the Series C LC Bank, as the same may be amended, supplemented or otherwise modified from time to time, or other agreement and related fee letter agreement executed from time to time in connection with the delivery of a Series C Credit Facility.

“**Series C Revolving Note**” means any promissory note or promissory notes issued pursuant to the provisions of this Trust Agreement and the Series C Reimbursement Agreement in evidence of Series C Advances made by the Series C LC Bank under the Series C Reimbursement Agreement, having the terms and characteristics contained therein and issued in accordance therewith.

“**Series C Tax Exempt 501(c)(3) Commercial Paper Notes**” means Series C Notes issued as Tax Exempt 501(c)(3) Commercial Paper Notes.

“Series C Tax Exempt 501(c)(3) Master Note” means a Series C Note substantially in the form of Exhibit B-2 hereto and registered in the name of the Depository thereof or its Nominee, or any successor or assign.

“Series C Tax Exempt Governmental Commercial Paper Notes” means Series C Notes issued as Tax Exempt Governmental Commercial Paper Notes.

“Series C Tax Exempt Governmental Master Note” means a Series C Note substantially in the form of Exhibit B-1 hereto and registered in the name of the Depository thereof or its Nominee, or any successor or assign.

“Series C Taxable Commercial Paper Notes” means Series C Notes issued as Taxable Commercial Paper Notes.

“Series C Taxable Master Note” means a Series C Note substantially in the form of Exhibit B-3 hereto and registered in the name of the Depository thereof or its Nominee, or any successor or assign.

“Series D Advance” means each advance of funds made under and subject to the provisions contained in the Series D Direct Placement Revolving Credit Agreement.

“Series D Direct Placement Bank” means, as applicable, Bank of America, N.A., or any other entity or entities providing credit under a revolving credit agreement and related fee letter agreement in replacement for the Series D Direct Placement Revolving Credit Agreement.

“Series D Direct Placement Revolving Notes” means, collectively (a) the Series D Tax Exempt Governmental Direct Placement Revolving Note, (b) the Series D Tax Exempt 501(c)(3) Direct Placement Revolving Note, and (c) the Series D Taxable Direct Placement Revolving Note, together constituting a Series of Direct Placement Revolving Notes.

“Series D Direct Placement Revolving Credit Agreement” means the Revolving Credit Agreement dated as of April 1, 2013, among the Corporation, the County and the Series D Direct Placement Bank, together with any related fee letter agreement among the Corporation, the County and the Series D Direct Placement Bank as the same may be amended, supplemented or otherwise modified from time to time, or such other revolving credit agreement and related fee letter agreement executed from time to time in replacement thereof.

“Series D Tax Exempt 501(c)(3) Direct Placement Revolving Note” means a Direct Placement Revolving Note substantially in the form attached to the Series D Direct Placement Revolving Credit Agreement evidencing Advances for the purpose of financing Project Costs of the Tax Exempt 501(c)(3) Projects.

“Series D Tax Exempt Governmental Direct Placement Revolving Note” means a Direct Placement Revolving Note substantially in the form attached to the Series D Direct Placement Revolving Credit Agreement Projects.

“Series D Taxable Direct Placement Revolving Note” means a Direct Placement Revolving Note substantially in the form attached to the Series D Direct Placement Revolving Credit Agreement evidencing Advances for the purpose of financing Project Costs of the Taxable Projects and bearing interest which must be included in the gross income of the Owners thereof for federal income tax purposes.

“Site Lease” means that certain Second Amended and Restated Site Lease, dated as of the date hereof, by and between the Corporation and the County, including any amendments or supplements thereto made or entered into in accordance with the terms hereof and of the Site Lease.

“State” means the State of California.

“Sublease” means that certain Second Amended and Restated Sublease, dated as of the date hereof, by and between the Corporation and the County, including any amendments or supplements thereto made or entered into in accordance with the terms hereof and of the Sublease.

“Sublease Term” means the term of the Sublease with respect to the Property as provided in Section 2 thereof.

“Substituted Property” has the meaning given to such term in Section 8.02 hereof.

“Supplemental Trust Agreement” means any agreement amending or supplementing this Trust Agreement or another Supplemental Trust Agreement.

“Tax Certificates” means, collectively, the Tax Certificate of the Corporation and the County executed on the Closing Date, including any amendments or supplements thereto, and any other Tax Certificate of the Corporation and the County and others executed from time to time in connection with the issuance of any other Tax Exempt Lease Revenue Obligations or Advances evidenced thereby, including any amendments or supplements thereto.

“Tax Exempt 501(c)(3) Commercial Paper Notes” means any Series of Commercial Paper Notes bearing interest which is excludable from the gross income of the Owners thereof for federal income tax purposes, issued for the purpose of financing Project Costs of the Tax Exempt 501(c)(3) Projects.

“Tax Exempt 501(c)(3) Direct Placement Revolving Notes” means (a) the Series D Tax Exempt 501(c)(3) Direct Placement Revolving Note and (b) any Direct Placement Revolving Notes issued as an Additional Series evidencing Advances for the purpose of financing Project Costs of the Tax Exempt 501(c)(3) Projects and bearing interest which is excludable from the gross income of the Owners thereof for federal income tax purposes, issued for the purpose of financing Project Costs of the Tax Exempt 501(c)(3) Projects.

“Tax Exempt 501(c)(3) Master Note” means a Tax Exempt 501(c)(3) Commercial Paper Note substantially in the form of Exhibit B-2 hereto and registered in the name of the Depository thereof or its Nominee, or any successor or assign.

“Tax Exempt 501(c)(3) Project Subaccount” means each subaccount established within the Project Fund in connection with a Tax Exempt 501(c)(3) Project pursuant to Section 4.04 hereof.

“Tax Exempt 501(c)(3) Project” means any particular capital project or improvements described in a Tax Certificate or otherwise satisfying the requirements set forth therein as a [Tax Exempt 501(c)(3) Project], and which is identified from time to time in a Notice of Public Hearing and Approval of the County from time to time relating to the issuance of the Tax Exempt 501(c)(3) Commercial Paper Notes or the Tax Exempt 501(c)(3) Direct Placement Revolving Notes, but only to the extent that the Project Costs have been financed or refinanced with proceeds of Tax Exempt 501(c)(3) Commercial Paper Notes or Tax Exempt 501(c)(3) Direct Placement Revolving Notes.

“Tax Exempt Governmental Commercial Paper Notes” means any Series of Commercial Paper Notes bearing interest which is excludable from the gross income of the Owners thereof for federal income tax purposes, other than Tax Exempt 501(c)(3) Commercial Paper Notes.

“Tax Exempt Governmental Direct Placement Revolving Notes” means (a) the Series D Tax Exempt Governmental Direct Placement Revolving Note, and (b) any Direct Placement Revolving Notes issued as an Additional Series evidencing Advances for the purpose of financing Project Costs of the Tax Exempt Governmental Projects and bearing interest which is excludable from the gross income of the Owners thereof for federal income tax purposes.

“Tax Exempt Governmental Master Note” means a Tax Exempt Governmental Commercial Paper Note substantially in the form of Exhibit B-1 hereto and registered in the name of the Depository thereof or its Nominee, or any successor or assign.

“Tax Exempt Governmental Project” means any particular capital project or improvements described in a Tax Certificate or otherwise satisfying the requirements set forth therein as a [Tax Exempt Governmental Project].

“Tax Exempt Governmental Project Subaccount” means each subaccount established within the Project Fund in connection with a Tax Exempt Governmental Project pursuant to Section 4.04 hereof.

“Tax Exempt Lease Revenue Obligations” means the Tax Exempt Governmental Commercial Paper Notes, the Tax Exempt 501(c)(3) Commercial Paper Notes, the Tax Exempt Governmental Direct Placement Revolving Notes and the Tax Exempt 501(c)(3) Direct Placement Revolving Notes.

“Taxable Commercial Paper Notes” means any Series of Commercial Paper Notes bearing interest which must be included in the gross income of the Owners thereof for federal income tax purposes.

“Taxable Direct Placement Revolving Notes” means (a) the Series D Taxable Direct Placement Revolving Note and (b) any Direct Placement Revolving Notes (other than Tax Exempt Governmental Direct Placement Revolving Notes or Tax Exempt 501(c)(3) Direct

Placement Revolving Notes) issued as an Additional Series for the purpose of financing Project Costs of the Taxable Projects and bearing interest which must be included in the gross income of the Owners thereof for federal income tax purposes.

“**Taxable Lease Revenue Obligations**” means the Taxable Commercial Paper Notes and the Taxable Direct Placement Revolving Notes.

“**Taxable Master Note**” means a Taxable Commercial Paper Note substantially in the form of Exhibit B-3 hereto and registered in the name of the Depository thereof or its Nominee, or any successor or assign.

“**Taxable Project**” means any particular capital project or improvements that is not a Tax Exempt Governmental Project or a Tax Exempt 501(c)(3) Project.

“**Taxable Project Subaccount**” means each subaccount established within the Project Fund in connection with a Taxable Project pursuant to Section 4.04 hereof.

“**Trust Agreement**” means this Second Amended and Restated Trust Agreement by and between the Corporation and the Trustee, including any amendments or supplements hereto made or entered into in accordance with the terms hereof

“**Trustee**” means Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States, or any successor trustee appointed pursuant to Article V hereof.

Section 1.03. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa.

Section 1.04. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution and delivery of this Trust Agreement.

Section 1.05. Trust Agreement a Contract. In consideration of the acceptance of the Lease Revenue Obligations by the Owners thereof, this Trust Agreement shall be deemed to be and shall constitute a contract between the Corporation the Owners from time to time of all Lease Revenue Obligations issued hereunder and then Outstanding and the Credit Providers to secure the full and final payment of the interest on and principal of all Lease Revenue Obligations authorized, executed, issued and delivered hereunder, subject to the agreements, conditions, covenants and provisions herein contained.

ARTICLE II

GENERAL TERMS OF COMMERCIAL PAPER NOTES

Section 2.01. Authorization of Commercial Paper Notes, Revolving Notes and Advances. From time to time, on or after the date of this Trust Agreement, the Corporation may

on any date, upon compliance with the terms of Section 2.15 hereof, execute and the Issuing and Paying Agent shall authenticate and, at the request of the Corporation, shall deliver a Series of Commercial Paper Notes in an aggregate principal amount which, together with the amount of interest to accrue on such Commercial Paper Notes to the respective maturity dates thereof, will equal the amount then available to be drawn under the Credit Facility for such Series or the Pro Rata Share of the Maximum Principal Amount attributable to such Category calculated as of such date at any one time Outstanding for the purpose of (i) financing Project Costs, and (ii) refinancing, renewing or refunding Commercial Paper Notes (and interest thereon), directly or indirectly, issued pursuant to the provisions hereof Any Series of Revolving Notes shall be and are hereby authorized to be issued, in accordance with the terms and conditions of the related Reimbursement Agreement for the purpose of evidencing Advances thereunder. Advances upon any such Revolving Note shall be and are hereby authorized to be drawn in accordance with the terms and conditions of such Revolving Note and the respective Reimbursement Agreement. The authorizations hereof are all in accordance with and subject to the terms, conditions and limitations contained herein and, with respect to any Revolving Note, in the related Reimbursement Agreement.

Section 2.02. Terms of Commercial Paper Notes.

(a) Subject to Section 2.15 of this Trust Agreement, a Series or multiple Series of Commercial Paper Notes to be designated “Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes” may be issued and sold and delivered from time to time in such principal amounts as determined by an Authorized Representative in Authorized Denominations, numbered as the Issuing and Paying Agent shall determine or as is directed by the Corporation, maturing and becoming due and payable on such dates as an Authorized Representative shall determine at the time of sale and subject to redemption prior to maturity if designated as Callable Commercial Paper Notes pursuant to Section 2.15 hereof, shall be issued as Tax Exempt Governmental Commercial Paper Notes, Taxable Commercial Paper Notes or Tax Exempt 501(c)(3) Commercial Paper Notes, and may be further designated as Callable Commercial Paper Notes in accordance with the instructions received by the Issuing and Paying Agent pursuant to Section 2.15 hereof; *provided however*, that no Commercial Paper Note shall (i) mature on a day that is not a Business Day, (ii) have a term in excess of two hundred seventy (270) days and, if designated as Callable Commercial Paper Notes pursuant to Section 2.15 hereof, shall mature on a Business Day not earlier than thirty-eight (38) days following the related date of issue, (iii) have a maturity date less than five (5) days prior to the stated expiration or termination date of the applicable Credit Facility supporting the payment of such Series of Commercial Paper Notes unless the Corporation shall have arranged for an Alternate Credit Facility for such Series pursuant to Section 7.02 hereof, (iv) bear interest at a rate in excess of the Maximum Interest Rate, (v) be subject to redemption prior to maturity other than during a Call Exercise Period.

Subject to applicable terms, limitations and procedures contained herein, Commercial Paper Notes herein authorized shall be dated as of their date of issuance and shall bear interest at such rate or rates per annum computed on the basis of actual days elapsed and on a 365-day or 366-day year, whichever is applicable, as may be determined by an Authorized Representative; *provided however*, that in no event shall the interest rate or effective yield to maturity exceed the Maximum Interest Rate. Subject to applicable terms, limitations and

procedures set forth herein, Commercial Paper Notes may be sold in such manner at public or private sale and at par, at a discount or at a premium as an Authorized Representative shall approve at the time of the sale thereof. Tax Exempt Governmental Commercial Paper Notes and Tax Exempt 501(c)(3) Commercial Paper Notes shall be interest bearing. Taxable Commercial Paper Notes may be issued and sold at a discount or may be interest bearing; provided that Taxable Commercial Paper Notes that are Callable Commercial Paper Notes shall only be issued as interest bearing (and not issued at a discount).

The Corporation shall ensure that Commercial Paper Notes in an amount not less than the Pro Rata Share of the Required Principal Reduction Amount attributable to such Category shall be retired and not reissued no later than July 15 of each Base Rental Period, commencing July 15, 20[___]. The Commercial Paper Notes shall not be subject to redemption prior to maturity other than Callable Commercial Paper Notes that are subject to a Call Option during a Call Exercise Period.

Principal of the Commercial Paper Notes shall be payable at maturity, or on redemption prior thereto, in lawful money of the United States of America in immediately available funds, at the corporate trust office of the Issuing and Paying Agent to the Owner thereof. Interest on the Commercial Paper Notes shall be payable at maturity, or on redemption prior thereto as set forth in the following sentence, in lawful money of the United States of America in immediately available funds, at the corporate trust office of the Issuing and Paying Agent to the Owner thereof. Accrued interest on any Callable Commercial Paper Notes upon redemption prior to maturity shall be payable on the Redemption Date in lawful money of the United States of America in immediately available funds, at the corporate trust office of the Issuing and Paying Agent to the Owner thereof; *provided however*, that upon a Failed Remarketing or a Failed Settlement and the rescission of the proposed redemption of such Callable Commercial Paper Notes, (i) accrued interest on such Callable Commercial Paper Notes shall be payable at maturity rather than on the Redemption Date; and (ii) any amount drawn on the applicable Credit Facility for the payment of the accrued interest on the applicable Callable Commercial Paper Notes upon such designated Redemption Date shall be immediately returned to the related LC Bank as provided in Section 2.11 hereof.

The Corporation and the Issuing and Paying Agent may treat the Owner as the absolute owner of any Commercial Paper Note for the purpose of receiving payment thereof and for all purposes, and the Corporation and the Issuing and Paying Agent shall not be affected by any notice or knowledge to the contrary.

(b) The Corporation may issue Commercial Paper Notes from time to time under this Trust Agreement as Series A Commercial Paper Notes, Series B Commercial Paper Notes and Series C Commercial Paper Notes, and each such series may be issued as Tax Exempt Governmental Commercial Paper Notes, Taxable Commercial Paper Notes or Tax Exempt 501(c)(3) Commercial Paper Notes, and may be further designated as Callable Commercial Paper Notes.

Series A Commercial Paper Notes issued as Tax Exempt Governmental Commercial Paper Notes shall bear the designation “Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes Series A (Tax Exempt

Governmental)” and shall be issued hereunder to pay Project Costs for Tax Exempt Governmental Projects and to refinance, renew or refund Commercial Paper Notes issued pursuant to the provisions hereof, and if further designated as Callable Commercial Paper Notes, to pay the Redemption Price of Callable Commercial Paper Notes and to pay accrued interest on Callable Commercial Paper Notes upon redemption prior to maturity. Series A Commercial Paper Notes issued as Taxable Commercial Paper Notes shall bear the designation “Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes Series A (Taxable)” and shall be issued hereunder to pay Project Costs and to refinance, renew or refund Commercial Paper Notes issued pursuant to the provisions hereof, and if further designated as Callable Commercial Paper Notes to pay the Redemption Price of Callable Commercial Paper Notes and to pay accrued interest on Callable Commercial Paper Notes upon redemption prior to maturity. Series A Commercial Paper Notes issued as Tax Exempt 501(c)(3) Commercial Paper Notes shall bear the designation “Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes Series A (Tax Exempt 501(c)(3))” and shall be issued hereunder to pay Project Costs of the Tax Exempt 501(c)(3) Projects and to refinance, renew or refund Commercial Paper Notes issued pursuant to the provisions hereof, and if further designated as Callable Commercial Paper Notes, to pay the Redemption Price of Callable Commercial Paper Notes and to pay accrued interest on Callable Commercial Paper Notes upon redemption prior to maturity. Payment of the Series A Commercial Paper Notes will be supported by the Series A Credit Facility pursuant to the terms and conditions of such Series A Credit Facility.

Series B Commercial Paper Notes issued as Tax Exempt Governmental Commercial Paper Notes shall bear the designation “Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes Series B (Tax Exempt Governmental)” and shall be issued hereunder to pay Project Costs of the Tax Exempt Governmental Projects and to refinance, renew or refund Commercial Paper Notes issued pursuant to the provisions hereof, and if further designated as Callable Commercial Paper Notes, to pay the Redemption Price of Callable Commercial Paper Notes and to pay accrued interest on Callable Commercial Paper Notes upon redemption prior to maturity. Series B Commercial Paper Notes issued as Taxable Commercial Paper Notes shall bear the designation “Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes Series B (Taxable)” and shall be issued hereunder to pay Project Costs and to refinance, renew or refund Commercial Paper Notes issued pursuant to the provisions hereof, and if further designated as Callable Commercial Paper Notes to pay the Redemption Price of Callable Commercial Paper Notes and to pay accrued interest on Callable Commercial Paper Notes upon redemption prior to maturity. Series B Commercial Paper Notes issued as Tax Exempt 501(c)(3) Commercial Paper Notes shall bear the designation “Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes Series B (Tax Exempt 501(c)(3))” and shall be issued hereunder to pay Project Costs of the Tax Exempt 501(c)(3) Projects and to refinance, renew or refund Commercial Paper Notes issued pursuant to the provisions hereof, and if further designated as Callable Commercial Paper Notes, to pay the Redemption Price of Callable Commercial Paper Notes and to pay accrued interest on Callable Commercial Paper Notes upon redemption prior to maturity. Payment of the Series B Commercial Paper Notes will be supported by the Series B Credit Facility pursuant to the terms and conditions of such Series B Credit Facility.

Series C Commercial Paper Notes issued as Tax Exempt Governmental Commercial Paper Notes shall bear the designation “Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes Series C (Tax Exempt Governmental)” and shall be issued hereunder to pay Project Costs of the Tax Exempt Governmental Projects and to refinance, renew or refund Commercial Paper Notes issued pursuant to the provisions hereof, and if further designated as Callable Commercial Paper Notes, to pay the Redemption Price of Callable Commercial Paper Notes and to pay accrued interest on Callable Commercial Paper Notes upon redemption prior to maturity. Series C Commercial Paper Notes issued as Taxable Commercial Paper Notes shall bear the designation “Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes Series C (Taxable)” and shall be issued hereunder to pay Project Costs and to refinance, renew or refund Commercial Paper Notes issued pursuant to the provisions hereof, and if further designated as Callable Commercial Paper Notes to pay the Redemption Price of Callable Commercial Paper Notes and to pay accrued interest on Callable Commercial Paper Notes upon redemption prior to maturity. Series C Commercial Paper Notes issued as Tax Exempt 501(c)(3) Commercial Paper Notes shall bear the designation “Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes Series C (Tax Exempt 501(c)(3))” and shall be issued hereunder to pay Project Costs of the Tax Exempt 501(c)(3) Projects and to refinance, renew or refund Commercial Paper Notes issued pursuant to the provisions hereof, and if further designated as Callable Commercial Paper Notes, to pay the Redemption Price of Callable Commercial Paper Notes and to pay accrued interest on Callable Commercial Paper Notes upon redemption prior to maturity. Payment of the Series C Commercial Paper Notes will be supported by the Series C Credit Facility pursuant to the terms and conditions of such Series C Credit Facility.

Commercial Paper Notes designated by the Corporation to be subject to a Call Option by the Corporation pursuant to Section 2.15(a) hereof, shall be designated as such in the written instructions of a Corporation Representative pursuant to Section 2.15(a) hereof or by a Dealer on behalf of the Corporation pursuant to the last paragraph of Section 2.15(a) hereof; *provided, however*, that the Corporation may only designate Commercial Paper Notes to be subject to a Call Option only if the applicable Credit Facility is available to pay the accrued interest on such Callable Commercial Paper Notes payable upon redemption prior to maturity.

Section 2.03. Revolving Notes. Subject to the limitations contained herein and in each Reimbursement Agreement, the Corporation may execute Revolving Notes in accordance with the terms of this Trust Agreement and each Reimbursement Agreement.

Section 2.04. Form of Commercial Paper Notes. So long as the Corporation uses the book-entry system with respect to the Commercial Paper Notes, the Tax Exempt Governmental Commercial Paper Notes shall be issued in the form of a separate single fully registered Tax Exempt Governmental Master Note substantially in the form set forth in Exhibit B-1 hereto, the Tax Exempt 501(c)(3) Commercial Paper Notes shall be issued in the form of a separate single fully registered Tax Exempt 501(c)(3) Master Note substantially in the form set forth in Exhibit B-2 hereto and the Taxable Commercial Paper Notes shall be issued in the form of a separate single fully registered Taxable Master Note substantially in the form set forth in Exhibit B-3 hereto, and if the Corporation determines to discontinue use of the book-entry system with respect to the Commercial Paper Notes, the Tax Exempt Governmental

Commercial Paper Notes shall be substantially in the form set forth in Exhibit A-1 hereto, the Tax Exempt 501(c)(3) Commercial Paper Notes shall be substantially in the form set forth in Exhibit A-2 hereto and the Taxable Commercial Paper Notes shall be substantially in the form set forth in Exhibit A-3 hereto, in each case with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Trust Agreement and may have such letters, numbers or other marks of identification and such legends, endorsements and opinions thereon as may, consistent herewith, be approved by an Authorized Representative. Any portion of the text of any Commercial Paper Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Commercial Paper Notes. The Commercial Paper Notes shall be printed, lithographed or engraved or produced in any other similar manner, or typewritten, all as determined and approved by an Authorized Representative.

Section 2.05. Execution and Authentication of Notes. The Notes shall be executed on behalf of the Corporation and under its seal with the signature of an Authorized Representative and the countersignature of the Secretary or Assistant Secretary of the Corporation. Each such signature may be executed manually or by facsimile. The seal of the Corporation may be printed, engraved, stamped or placed in facsimile form on the Notes.

In case any such officer whose signature or countersignature appears on the Notes shall cease to be such officer before the Notes so signed shall have been delivered, such signature or countersignature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until the delivery of the Notes, and such Notes shall be issued and outstanding hereunder and shall be as binding upon the Corporation as though the Person who signed such Notes had been such official on the date borne by the Notes and on the date of delivery. Also, any Note may be signed and sealed on behalf of the Corporation by such Person as at the actual date of execution of such Note shall be an Authorized Representative, although on the date borne by such Commercial Paper Note such Person shall not have been such official.

No Commercial Paper Note shall be entitled to any right or benefit under this Trust Agreement, or be valid or obligatory for any purpose unless there appears on such Commercial Paper Note a certificate of authentication, executed by the Issuing and Paying Agent by manual signature (which, so long as the Corporation uses the book-entry system with respect to the Commercial Paper Notes, shall be in substantially the form provided in Exhibit B hereto and if the Corporation determines to discontinue use of the book-entry system with respect to the Commercial Paper Notes, shall be in substantially the form provided in Exhibit A hereto), and such certificate upon any Commercial Paper Note shall be conclusive evidence that such Commercial Paper Note has been duly certified or registered, if applicable, and delivered.

Each Revolving Note shall be in substantially the form attached to the applicable Reimbursement Agreement.

Section 2.06. Notes Mutilated, Lost, Destroyed or Stolen. If any Note shall become mutilated, the Corporation, at the expense of the Owner of said Note, shall execute and deliver a new Note of like tenor, maturity, Series and tax-exempt status and for a like aggregate principal amount in exchange and in substitution for the Note so mutilated, but only upon surrender to the Issuing and Paying Agent of the Note so mutilated. If any Note shall be lost,

destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Corporation and the Issuing and Paying Agent and if such evidence is satisfactory to the Corporation and indemnity satisfactory to the Issuing and Paying Agent, the Corporation and the County has been given, the Issuing and Paying Agent shall, at the expense of the Owner, execute and deliver a new Note of like tenor, maturity, Series and tax-exempt status and for a like aggregate principal amount in lieu of and in substitution for the Note so lost, destroyed or stolen. Any Note executed and delivered under the provisions of this Section 2.06 in lieu of any Note claimed to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Notes. Neither the Corporation nor the Issuing and Paying Agent shall be required to treat both the original Note and any duplicate Note as being Outstanding for the purposes of determining the principal amount of Notes which may be issued hereunder or for any other purpose, but both the original and the duplicate Note shall be treated as one and the same.

Only a new Tax Exempt Governmental Commercial Paper Note may be exchanged for a Tax Exempt Governmental Commercial Paper Note mutilated, lost, destroyed or stolen, only a new Tax Exempt 501(c)(3) Commercial Paper Note may be exchanged for a Tax Exempt 501(c)(3) Commercial Paper Note mutilated, lost, destroyed or stolen and only a new Taxable Commercial Paper Note may be exchanged for a Taxable Commercial Paper Note mutilated, lost, destroyed or stolen.

Section 2.07. Cancellation of Notes. All Notes which at maturity or, as provided in Section 2.16 hereof, upon redemption prior to maturity, are surrendered to the Issuing and Paying Agent for the collection of the principal and interest thereof or Redemption Price thereof, as applicable, shall, upon payment, be cancelled and destroyed by the Issuing and Paying Agent, and the Issuing and Paying Agent shall forthwith transmit to the Corporation a certificate identifying such Notes and stating that such Notes have been duly cancelled and destroyed.

Section 2.08. Transfer, Exchange and Registration of Notes. Whenever any Note shall be surrendered to the Issuing and Paying Agent for transfer, the Corporation shall execute and the Issuing and Paying Agent shall authenticate and deliver a new Note, of like tenor, maturity, Series and tax-exempt status and for a like aggregate principal amount. The Issuing and Paying Agent shall require the Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. Any Note may be exchanged for a new Note of like tenor, maturity, Series and tax-exempt status and for a like aggregate principal amount upon surrender thereof to the Issuing and Paying Agent. The Issuing and Paying Agent shall require the Owner requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange. The Trustee shall keep or cause to be kept sufficient books for the registration, transfer and exchange of the Notes, which shall be available for inspection by the Issuing and Paying Agent, the Corporation, any LC Bank and any Owner of Commercial Paper Notes, or his agent or representative duly authorized in writing, at reasonable hours, and under reasonable circumstances; and, upon presentation of any Notes for such purpose, the Trustee shall, under such reasonable procedures as it may prescribe, register, transfer or exchange, or cause to be registered, transferred or exchanged, such Notes on such books as hereinabove provided. The Corporation and the Trustee may treat the person in whose name a Note is registered in the registration books kept by the Trustee as the absolute owner of such Note for the purpose of receiving payment thereof and for

all purposes, and the Corporation and the Trustee shall not be affected by any notice or knowledge to the contrary.

Section 2.09. Book-Entry System for Commercial Paper Notes. So long as the Corporation uses the book-entry system with respect to the Commercial Paper Notes, Tax Exempt Governmental Commercial Paper Notes shall be initially issued and delivered in the form of a separate single fully registered Tax Exempt Governmental Master Note, the form of which is set forth in Exhibit B-1 hereto, Tax Exempt 501(c)(3) Commercial Paper Notes of each maturity shall be initially issued and delivered in the form of a separate single fully registered Tax Exempt 501(c)(3) Master Note, the form of which is set forth in Exhibit B-2 hereto, and Taxable Commercial Paper Notes of each maturity shall be initially issued and delivered in the form of a separate single fully registered Taxable Master Note, the form of which is set forth in Exhibit B-3 hereto. Upon initial issuance and delivery, the ownership of each such Master Note shall be registered in the name of the Nominee as nominee of the Depository. So long as any Callable Commercial Paper Notes are outstanding, the Corporation shall use the book-entry system with respect to the Commercial Paper Notes.

In order to qualify the Commercial Paper Notes for the Depository's book-entry system, an Authorized Representative is hereby authorized to execute, seal, countersign and deliver, from time to time, on behalf of the Corporation to such Depository a letter or letters from the Corporation representing such matters as shall be necessary to so qualify the Commercial Paper Notes (each a "**Representation Letter**"). The execution and delivery of a Representation Letter shall not in any way limit the provisions of this Section 2.09 hereof or in any other way impose upon the Corporation any obligation whatsoever with respect to Persons having beneficial interests in the Commercial Paper Notes other than the Owners. Such Representation Letter may provide the time, form, content and manner of transmission, of notices to the Depository. In addition to the execution and delivery of the Representation Letter, an Authorized Representative and all other officers of the Corporation, and their respective designees, each are hereby authorized to take any other actions, not inconsistent with this Trust Agreement, to qualify the Commercial Paper Notes for the Depository's book-entry program.

Section 2.10. Transfers Outside Book-Entry System for Commercial Paper Notes. In the event (i) the Depository determines not to continue to act as securities depository for the Commercial Paper Notes, or (ii) the Corporation determines that the Depository shall no longer so act and delivers a written certificate to the Issuing and Paying Agent to that effect, then the Corporation will discontinue the book-entry system with respect to the Commercial Paper Notes with the Depository. If the Corporation determines to replace the Depository with another qualified securities depository, the Corporation shall prepare or direct the preparation of a new, single, separate, fully registered Master Note, registered in the name of such successor or substitute qualified securities depository or its nominee, or make such other arrangement acceptable to the Corporation and the Depository as are not inconsistent with the terms of this Trust Agreement. If the Corporation fails to identify another qualified securities depository to replace the Depository, the Corporation shall deliver to the Issuing and Paying Agent for safekeeping, completion, authentication and delivery in accordance with the provisions hereof, Commercial Paper Notes executed on behalf of the Corporation, in reasonable quantity, with the date of issuance, principal amount, maturity date, owner and rate of interest left blank. Each such

Commercial Paper Note shall be held in safekeeping by the Issuing and Paying Agent until authenticated and issued in accordance with the provisions of Section 2.15 hereof.

Section 2.11. Draws Under Credit Facility for Commercial Paper Notes. An Authorized Representative has arranged for a Credit Facility to be delivered to the Issuing and Paying Agent with respect to each Series of Commercial Paper Notes under which the Issuing and Paying Agent shall draw moneys, or demand payment, in accordance with the terms thereof in amounts necessary to make timely payment of the principal of and interest on said Series of Commercial Paper Notes upon the maturity thereof. In addition, with respect to a Series of Callable Commercial Paper Notes, the Issuing and Paying Agent shall draw moneys, or demand payment, in accordance with the terms thereof under such Credit Facilities in amounts necessary to make timely payment of the accrued interest on the applicable Callable Commercial Paper Notes upon a designated Redemption Date; *provided however*, that in no event shall any Credit Facility be drawn upon to pay the Redemption Price of any Callable Commercial Paper Notes. The Issuing and Paying Agent shall deposit the moneys received with respect to each drawing or payment under each such Credit Facility in the related subaccount in the Commercial Paper Notes Payment Account established pursuant to Section 4.06 hereof and which account and subaccounts shall be maintained so long as any Commercial Paper Notes have not been paid. Moneys in the applicable Credit Facility Proceeds Subaccount shall not be commingled with any other moneys and shall be used and applied only to pay the principal of or interest on the Series of Commercial Paper Notes for which the draw or payment under such Credit Facility was made and may be used and applied for no other purpose, including without limitation the payment of any Revolving Notes or the interest thereon. Any monies in the applicable Credit Facility Proceeds Subaccount until applied for the purposes herein provided shall be held uninvested. Upon a Failed Remarketing or a Failed Settlement and the rescission of the proposed redemption of such Callable Commercial Paper Notes, any amount drawn on the applicable Credit Facility for the payment of the accrued interest on the applicable Callable Commercial Paper Notes upon a designated Redemption Date shall be immediately returned to the related LC Bank.

Section 2.12. Priority of Moneys to Pay Commercial Paper Notes.

(a) Payment of principal and interest on any Series of Commercial Paper Notes at maturity will be derived only from the following sources in the following order of priority: (i) with respect to the Series A Commercial Paper Notes, moneys drawn by the Issuing and Paying Agent under the Series A Credit Facility; with respect to the Series B Commercial Paper Notes, moneys drawn by the Issuing and Paying Agent under the Series B Credit Facility; with respect to the Series C Commercial Paper Notes, moneys drawn by the Issuing and Paying Agent under the Series C Credit Facility; and with respect to an Additional Series of Commercial Paper Notes, moneys drawn by the Issuing and Paying Agent under the Credit Facility supporting payment of such Additional Series of Commercial Paper Notes; (ii) the proceeds of the sale of any Commercial Paper Notes; and (iii) Revenues derived from Pledged Property available for such purpose.

(b) Payment of accrued interest on any Callable Commercial Paper Notes upon redemption prior to maturity on the Redemption Date will be derived solely from the following sources in the following order of priority: (i) with respect to the Series A Commercial Paper Notes, moneys drawn by the Issuing and Paying Agent under the Series A Credit Facility;

with respect to the Series B Commercial Paper Notes, moneys drawn by the Issuing and Paying Agent under the Series B Credit Facility; with respect to the Series C Commercial Paper Notes, moneys drawn by the Issuing and Paying Agent under the Series C Credit Facility; and with respect to an Additional Series of Commercial Paper Notes, moneys drawn by the Issuing and Paying Agent under the Credit Facility supporting payment of such Additional Series of Commercial Paper Notes; (ii) the proceeds of the sale of any Commercial Paper Notes; and (iii) Revenues derived from Pledged Property available for such purpose.

(c) Payment of the Redemption Price of any Callable Commercial Paper Notes on the Redemption Date will be derived solely from the following sources in the following order of priority: (i) to the extent amounts sufficient to pay such Redemption Price have been deposited in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund from the proceeds of any long-term bonds or certificates of participation fixed to maturity issued to pay such Redemption Price to such Owner on the Redemption Date, from such proceeds on deposit in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund; and (ii) the proceeds of the sale of any Commercial Paper Notes.

Section 2.13. Credit Facilities for Commercial Paper Notes. The Issuing and Paying Agent shall hold and maintain each Credit Facility provided for the benefit of the Owners of each Series of Commercial Paper Notes, other than any Revolving Notes with respect to such Series, until the expiration or termination of such Credit Facility. The Issuing and Paying Agent shall draw on each Credit Facility as needed to pay the principal of and interest on the Commercial Paper Notes of the applicable Series upon the maturity thereof and shall draw on each Credit Facility as needed to pay accrued interest on the applicable Series of Callable Commercial Paper Notes upon redemption prior to maturity. The Issuing and Paying Agent shall diligently enforce all terms, covenants and conditions of each such Credit Facility, including payment when due of any draws on, or payment demands under, such Credit Facility, and will not consent to, agree to or permit any amendment or modification of any such Credit Facility which would materially adversely affect the rights or security of the Owners of such Series of Commercial Paper Notes. If, at any time during the term of any such Credit Facility, any successor Issuing and Paying Agent shall be appointed and qualified under this Trust Agreement, the resigning or removing Issuing and Paying Agent shall request that each LC Bank transfer its respective Credit Facility to the successor Issuing and Paying Agent. In no event shall the Issuing and Paying Agent's removal or resignation become effective unless and until each Credit Facility is transferred to the successor Issuing and Paying Agent. If a Credit Facility consists of a letter of credit, then upon the expiration, termination or substitution thereof, and in accordance with its terms or the replacement thereof by an Alternate Credit Facility, the Issuing and Paying Agent shall immediately surrender such Credit Facility to the issuing LC Bank for cancellation.

Section 2.14. Authorization of Additional Series of Commercial Paper Notes and Revolving Notes. At any time after the execution of this Trust Agreement, the Corporation may authorize the issuance of an Additional Series of Commercial Paper Notes and Revolving Notes upon the execution by the Corporation and the Trustee of a Supplemental Trust Agreement providing for the authorization of such Additional Series, provided, that the Corporation shall deliver to the Trustee and the Issuing and Paying Agent each of the following:

- (a) An executed copy of the Supplemental Trust Agreement that provides:
 - (i) the terms of such Series of Commercial Paper Notes; and
 - (ii) that Commercial Paper Notes of such Series shall (A) not mature on a day that is not a Business Day, (B) not have a term in excess of two hundred seventy (270) days, (C) not have a maturity date less than five days prior to the expiration or termination of the Credit Facility supporting payment of such Series unless the Corporation shall have arranged for an Alternate Credit Facility pursuant to Section 7.02 hereof supporting payment of such Series of Commercial Paper Notes, and (D) not bear interest at a rate in excess of the Maximum Interest Rate;
- (b) A Credit Facility to support the payment of such Additional Series of Commercial Paper Notes;
- (c) An executed copy or copies of a Dealer Agreement or Dealer Agreements providing for the marketing of the Commercial Paper Notes of such Series;
- (d) A written legal opinion from Note Counsel to the effect that the Commercial Paper Notes of such Series are valid and binding obligations of the Corporation and, with respect to Tax Exempt Governmental Commercial Paper Notes or Tax Exempt 501(c)(3) Commercial Paper Notes of such Additional Series, are obligations the interest on which is excludable from gross income of the Owners thereof for federal income tax purposes;
- (e) An executed copy of an Issuing and Paying Agent Agreement between the Corporation and the Issuing and Paying Agent with respect to such Series of Commercial Paper Notes;
- (f) A certificate of an Authorized Representative of the Corporation certifying to the following:
 - (i) no Event of Default under Section 9.01 of this Trust Agreement shall have occurred and is continuing as of such date;
 - (ii) the Corporation has full power and authority to perform its duties and obligations with respect to the Commercial Paper Notes of such Additional Series and the Reimbursement Agreement or other Credit Facility for the Additional Series; and
 - (iii) the Corporation is in compliance with its covenants set forth in Article VII hereof as of such date; and

- (g) The prior written consent of 100% of the Credit Providers.

Section 2.15. Issuance and Sale of Commercial Paper Notes. At any time after the execution of this Trust Agreement, the Corporation may determine to issue a Series of Commercial Paper Notes in accordance with telephonic, facsimile, email or written instructions of an Authorized Representative delivered to the Issuing and Paying Agent in the manner specified below. Said instructions:

(a) (i) shall specify such Series, principal amounts, dates of issue, purchase price, maturities, rates of interest and other terms and conditions which are hereby authorized and permitted to be fixed by an Authorized Representative at the time of sale of the Commercial Paper Notes, including, without limitation, a designation, if any, that such Commercial Paper Notes shall be subject to a Call Option and are therefore Callable Commercial Paper Notes; provided that Callable Commercial Paper Notes, whether issued as Tax Exempt Governmental Commercial Paper Notes, Tax Exempt 501(c)(3) Commercial Paper Notes or Taxable Commercial Paper Notes, shall only be issued as interest bearing (and not issued at a discount) and shall mature on a Business Day not earlier than thirty-eight (38) days following the related date of issue; *provided, however*, that the Corporation may only designate Commercial Paper Notes to be subject to a Call Option only if the applicable Credit Facility is available to pay the accrued interest on such Callable Commercial Paper Notes payable upon redemption prior to maturity; and

(ii) shall specify whether such Series or amount of such Series shall be issued as Tax Exempt Governmental Commercial Paper Notes, Tax Exempt 501(c)(3) Commercial Paper Notes or Taxable Commercial Paper Notes.

(b) so long as the Corporation uses the book-entry system with respect to the Commercial Paper Notes of such Series, shall include a request to the Issuing and Paying Agent to debit the purchaser's account at the Depository against credit to the Issuing and Paying Agent's account at the Depository which purchase shall then be recorded on the books and records of the Issuing and Paying Agent maintained with respect to each Master Note;

(c) if the Corporation is no longer using the book-entry system with respect to the Commercial Paper Notes of such Series, shall include a request that the Issuing and Paying Agent authenticate Commercial Paper Notes of such Series by countersignature of its authorized officer or employee and deliver them to the named purchaser or purchasers thereof upon receipt of payment in accordance with the custom then prevailing in the New York financial market in regard to commercial paper notes, and the rules of the New York Clearinghouse shall apply thereto;

(d) shall contain provisions representing that all action on the part of the Corporation necessary for the valid issuance of the Commercial Paper Notes of such Series then to be issued has been taken, that all provisions of California law necessary for the valid issuance of such Commercial Paper Notes of such Series with provision for interest exemption from California personal income taxation have been complied with, and, in the event of the issuance of Tax Exempt Governmental Commercial Paper Notes or Tax Exempt 501(c)(3) Commercial Paper Notes of such Series, that all provisions of federal law for the valid issuance of such Tax

Exempt Governmental Commercial Paper Notes or Tax Exempt 501(c)(3) Commercial Paper Notes of such Series with provision for the exclusion of interest from gross income for federal income tax purposes have been complied with, and that such Commercial Paper Notes of such Series in the possession of the Owners thereof will be valid and enforceable obligations of the Corporation according to their terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted; and

(e) shall also certify that each of the following conditions has been satisfied:

(i) a Dealer Agreement or Dealer Agreements shall be in full force and effect providing for the remarketing of all the Commercial Paper Notes of such Series Outstanding immediately after such issuance;

(ii) the interest rate on such Commercial Paper Notes of such Series shall not exceed the Maximum Interest Rate;

(iii) a Credit Facility shall be in full force and effect with respect to all Commercial Paper Notes of such Series Outstanding immediately after such issuance in an amount sufficient to pay the principal thereof and interest accrued thereon at the rates then in effect with respect to such Commercial Paper Notes through the maturity dates thereof and, additionally, for Callable Commercial Paper Notes, a Credit Facility or Credit Facilities shall also permit the Issuing and Paying Agent to draw for the payment of accrued interest on such Callable Commercial Paper Notes upon redemption prior to maturity;

(iv) the sum of the aggregate principal amount of Commercial Paper Notes Outstanding immediately after the issuance of such Commercial Paper Notes of such Series shall not exceed the Pro Rata Share of the Maximum Principal Amount attributable to such Category calculated as of the date of such issuance;

(v) if the issuance of such Commercial Paper Notes of such Series is for a purpose other than refinancing, renewing or refunding Commercial Paper Notes of such Series or Advances with respect to such Series, the Corporation shall have issued to the County a Debt Service Certificate — Additional Lease Revenue Obligations in the form of Exhibit C-2 to the Sublease reflecting the issuance of such Commercial Paper Notes and the County shall have complied with Section 3.1(c), if applicable, or Section 3.1(e) of the Sublease;

(vi) the Corporation shall not have received advice from Note Counsel that the interest on such Commercial Paper Notes proposed to be issued may not be exempt from California personal income tax or interest on the Tax Exempt Governmental Commercial Paper Notes or the Tax Exempt 501(c)(3) Commercial Paper Notes may not be excluded from gross income for federal income tax purposes;

(vii) if the issuance of such Tax Exempt 501(c)(3) Commercial Paper Notes of such Series is for the purpose of financing Project Costs of the Tax Exempt 501(c)(3) Projects, (1) the Corporation shall have received an opinion of Note Counsel that the

interest on the Tax Exempt 501(c)(3) Commercial Paper Notes of such Series proposed to be issued shall be exempt from California personal income tax and excludable from gross income for federal income tax purposes, (2) such Tax Exempt 501(c)(3) Project is identified in a Notice of Public Hearing and Approval of the County, (3) the Corporation and the County shall have executed and delivered a Tax Certificate and the 501(c)(3) user shall have executed such tax certifications with respect to such Tax Exempt 501(c)(3) Commercial Paper Notes in form and substance satisfactory to Note Counsel, and (4) counsel to the 501(c)(3) user shall have delivered an opinion in form and substance satisfactory to Note Counsel;

(viii) the Issuing and Paying Agent shall not have received a No-Issuance Notice or a Final Drawing Notice from the LC Bank for such Series;

(ix) no Event of Default under Section 9.01 of this Trust Agreement has occurred and is continuing as of the date of such instructions;

(x) the Corporation has full power and authority to perform its duties and obligations with respect to the Commercial Paper Notes of such Series and the Reimbursement Agreement relating to such Series;

(xi) the Corporation is in compliance with its covenants set forth in Article VII hereof as of the date of such instructions;

(xii) the amount of Commercial Paper Notes of such Series to be Outstanding and interest accrued or to accrue thereon through the maturity dates thereof as of the date of such issuance does not exceed the amount then available to be drawn under the applicable Credit Facility; and

(xiii) the accrued interest on Callable Commercial Paper Notes of such Series to be Outstanding payable upon redemption prior to maturity does not exceed the amount then available to be drawn under the applicable Credit Facility.

With respect to a Series of Commercial Paper Notes issued (x) to refinance, renew or refund Commercial Paper Notes (or to reimburse the related LC Bank therefor), or (y) to pay the Redemption Price of the applicable Series of Callable Commercial Paper Notes, or (z) to pay accrued interest on the applicable Series of Callable Commercial Paper Notes upon redemption prior to maturity (or to reimburse the related LC Bank therefor), unless the Corporation notifies the Dealer and the Issuing and Paying Agent to the contrary in writing, the Corporation hereby authorizes and directs the applicable Dealer to direct the Issuing and Paying Agent to issue a Series of Commercial Paper Notes in an amount equal to the principal of and interest on maturing Commercial Paper Notes or the Redemption Price of the applicable Series of Callable Commercial Paper Notes or accrued interest on the applicable Series of Callable Commercial Paper Notes upon redemption prior to maturity, as applicable, and, if directed by the Corporation, to designate on behalf of the Corporation such Commercial Paper Notes to be subject to a Call Option, and, in connection therewith, to provide the Issuing and Paying Agent with the necessary information required in Section 2.15(a) above; *provided, however*, that the applicable Dealer may only designate on behalf of the Corporation such Commercial Paper

Notes to be subject to a Call Option only if the applicable Credit Facility is available to pay the accrued interest on such Callable Commercial Paper Notes payable upon redemption prior to maturity. In such event, the Corporation will be deemed to be in compliance with the requirements of Section 2.15(e) (other than 2.15(e)(v)) unless the Corporation has given notice to the Issuing and Paying Agent that it is not in compliance with those requirements.

Section 2.16. Redemption of Callable Commercial Paper Notes. Subject to rescission as provided in Section 2.16(d) hereof, Callable Commercial Paper Notes shall be subject to redemption prior to maturity solely with respect to all (but not part) of a maturity of Commercial Paper Notes designated by its own separate CUSIP Number and only during the related Call Exercise Period, at the Redemption Price thereof on the designated Redemption Date.

(a) Preliminary Call Option Exercise Notice; Call Option Exercise Notice. In order to exercise its right to cause a redemption prior to maturity of any Callable Commercial Paper Notes during the related Call Exercise Period, the Corporation, at its option, shall (i) deliver or cause the applicable Dealer to deliver a Preliminary Call Option Exercise Notice to the Issuing and Paying Agent by Electronic Notice not later than 11:00 A.M. (New York City time) on the third Business Day immediately preceding the designated Redemption Date described in such Preliminary Call Option Exercise Notice and thereafter, (ii) deliver or cause the applicable Dealer to deliver a Call Option Exercise Notice to the Issuing and Paying Agent by Electronic Notice not later than 11:00 A.M. (New York City time) on the second Business Day immediately preceding such designated Redemption Date. The Call Option Exercise Notice shall specify the designated Redemption Date, the principal amount of the Callable Commercial Paper Notes proposed to be redeemed, the CUSIP Number for such Callable Commercial Paper Notes and the Redemption Price of such Callable Commercial Paper Notes on such designated Redemption Date and shall state that upon a Failed Remarketing or a Failed Settlement, the proposed redemption shall be rescinded for that Redemption Date, the Owners shall retain ownership of such Callable Commercial Paper Notes, and all such Callable Commercial Paper Notes shall remain subject to redemption prior to maturity on any subsequently designated Redemption Date (which is a Business Day remaining in the related Call Exercise Period) pursuant to a subsequently delivered Redemption Notice.

(b) Redemption Notice. If the Issuing and Paying Agent receives the Preliminary Call Option Exercise Notice not later than 12:00 P.M. (New York City time) on the third Business Day immediately preceding the designated Redemption Date described therein, upon the Issuing and Paying Agent's timely receipt of the related Call Option Exercise Notice, the Issuing and Paying Agent shall provide Electronic Notice to the Depository and the related LC Bank of the related Redemption Notice, not later than 12:00 P.M. (New York City time) on the same Business Day that the Call Option Exercise Notice is timely received by the Issuing and Paying Agent by or on behalf of the Corporation. If the Issuing and Paying Agent receives the Preliminary Call Option Exercise Notice after 12:00 P.M. (New York City time) on the third Business Day immediately preceding such designated Redemption Date, upon the Issuing and Paying Agent's timely receipt of the related Call Option Exercise Notice, the Issuing and Paying Agent shall use its best efforts to provide Electronic Notice to the Depository and the related LC Bank of the related Redemption Notice not later than 12:00 P.M. (New York City time) on the same Business Day the Issuing and Paying Agent receives the related Call Option Exercise

Notice, but shall, in any event, provide such Electronic Notice to the Depository and the related LC Bank of the related Redemption Notice not later than 4:00 P.M. (New York City time) on such Business Day. The Issuing and Paying Agent shall provide evidence to the Corporation and the applicable Dealer that the Depository has received such Redemption Notice. The Issuing and Paying Agent shall use its best efforts to file, or cause to be filed, such Redemption Notice with EMMA by 4:30 P.M. (New York City time) on the Business Day that the Issuing and Paying Agent receives the Call Option Exercise Notice, or, if the Issuing and Paying Agent is unable to file, or cause to be filed, such Redemption Notice with EMMA by such time, the Issuing and Paying Agent shall file, or cause to be filed, such Redemption Notice with EMMA as soon as practicable thereafter. Each Redemption Notice shall state (i) the designated Redemption Date and the Redemption Price and accrued interest on the applicable Callable Commercial Paper Notes payable upon such redemption prior to maturity and the maturity date and CUSIP Number of the Callable Commercial Paper Notes to be redeemed, (ii) that such Callable Commercial Paper Notes must be presented for delivery to the Issuing and Paying Agent not later than 12:30 P.M. (New York City time) on the Redemption Date for such Callable Commercial Paper Notes and that any such Callable Commercial Paper Notes not so presented for delivery as required shall be deemed to have been so presented and, upon provision for payment of the Redemption Price thereof from the funds specified in the following paragraph and accrued interest thereon, shall be deemed to have been redeemed on the Redemption Date, after which the Owner thereof shall have no further rights with respect thereto or hereunder except the right to receive the Redemption Price thereof and accrued interest on the applicable Callable Commercial Paper Notes upon such redemption prior to maturity upon presentation and surrender of said Callable Commercial Paper Notes to the Issuing and Paying Agent and that all Callable Commercial Paper Notes subject to such redemption shall be redeemed on the Redemption Date at the Redemption Price thereof; (iii) from and after the Redemption Date, if the Redemption Notice shall have been duly given and funds available for the Redemption Price thereof and accrued interest thereon shall have been duly provided, no interest shall accrue on such Callable Commercial Paper Notes from and after the Redemption Date; (iv) the Redemption Price thereof shall be payable to the Owner thereof in accordance with the procedures set forth herein, solely from the following sources in the following order of priority: (x) to the extent amounts sufficient to pay such Redemption Price have been deposited in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund from the proceeds of any long-term bonds or certificates of participation fixed to maturity issued to pay such Redemption Price to such Owner on the Redemption Date, from such proceeds on deposit in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund; and (y) the proceeds of the sale of any Commercial Paper Notes; and (v) upon a Failed Remarketing or a Failed Settlement, the proposed redemption shall be rescinded for that Redemption Date, the Owners shall retain ownership of such Callable Commercial Paper Notes, and all such Callable Commercial Paper Notes shall remain subject to redemption prior to maturity on any subsequently designated Redemption Date (which is a Business Day remaining in the related Call Exercise Period) pursuant to a subsequently delivered Redemption Notice. Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the validity of the proceedings for the redemption of the applicable Callable Commercial Paper Notes or the cessation of the accrual of interest thereon from and after the Redemption Date.

(c) Redemption Procedure. Subject to rescission as provided in Section 2.16(d) hereof, upon delivery of a Call Option Exercise Notice by or on behalf of the Corporation to the Issuing and Paying Agent, the Callable Commercial Paper Notes will be subject to redemption prior to maturity, in whole, but not in part), on the designated Redemption Date described in such Call Option Exercise Notice at the Redemption Price thereof. Unless otherwise instructed by the Corporation, the applicable Dealer shall use its best efforts to sell new Callable Commercial Paper Notes (or if directed by the Corporation, new Commercial Paper Notes that are not subject to a Call Option), the proceeds of which will be used to pay the Redemption Price of the existing Callable Commercial Paper Notes proposed to be redeemed and shall provide the Corporation and the County with any other information as required for delivery of such Callable Commercial Paper Notes (or Commercial Paper Notes that are not subject to a Call Option, as applicable) pursuant to the applicable Dealer Agreement[; provided however that, so long as a Credit Facility or Credit Facilities remains in effect with respect to the Callable Commercial Paper Notes, the applicable Dealer shall not offer for sale or sell any new Callable Commercial Paper Notes (or if directed by the Corporation, new Commercial Paper Notes that are not subject to a Call Option), the proceeds of which will be used to pay the Redemption Price of the existing Callable Commercial Paper Notes proposed to be redeemed, to the Corporation]. [TO BE DISCUSSED] Any such purchase of new Callable Commercial Paper Notes (or if directed by the Corporation, new Commercial Paper Notes that are not subject to a Call Option), the proceeds of which will be used to pay the Redemption Price of the existing Callable Commercial Paper Notes proposed to be redeemed, or secondary transactions related thereto, shall be on a when issued basis. The Redemption Price of such Callable Commercial Paper Notes shall be payable to the Owners thereof in accordance with the following procedures, but solely from the sources in the order of priority set forth in Section 2.12 hereof. The Issuing and Paying Agent shall make payment of the Redemption Price of such Callable Commercial Paper Notes and accrued interest on the applicable Callable Commercial Paper Notes upon such redemption prior to maturity to the Owner thereof upon surrender for redemption thereof by such Owner to the Issuing and Paying Agent (for the account of the Corporation). Following the delivery of a Redemption Notice with respect to any Callable Commercial Paper Notes, the Owner thereof shall present such Callable Commercial Paper Notes for delivery to the Issuing and Paying Agent (for the account of the Corporation) through the Depository not later than 12:30 P.M. (New York City time) on the Redemption Date for such Callable Commercial Paper Notes. If such Callable Commercial Paper Notes are timely presented for delivery by the Owner thereof as described above, the Corporation will cause the Issuing and Paying Agent to pay the Redemption Price of and accrued interest on the applicable Callable Commercial Paper Notes upon such redemption prior to maturity to such Owner on the Redemption Date in lawful money of the United States of America in immediately available funds or in such manner as such Owner and the Issuing and Paying Agent shall agree. Any Callable Commercial Paper Notes not so timely presented for delivery shall be deemed to have been redeemed on the Redemption Date from the funds specified above, after which the Owner thereof shall have no further rights with respect thereto or hereunder except the right to receive the Redemption Price of and accrued interest on the applicable Callable Commercial Paper Notes upon such redemption prior to maturity upon presentation and surrender of said Callable Commercial Paper Notes to the Issuing and Paying Agent. From and after the Redemption Date, if the Redemption Notice shall have been duly given and funds available for the Redemption Price of such Callable Commercial Paper Notes shall have been duly provided, no interest shall accrue on such Callable Commercial

Paper Notes from and after the Redemption Date. All Callable Commercial Paper Notes redeemed pursuant to the provisions of this Section 2.16 shall be cancelled and shall not be re-delivered.

(d) Rescission. Anything herein to the contrary notwithstanding, upon the occurrence of a Failed Remarketing or a Failed Settlement, with regards to any Callable Commercial Paper Notes for which a Redemption Notice has been given, the proposed redemption of such Callable Commercial Paper Notes shall be rescinded. Upon the occurrence of a Failed Remarketing, the applicable Dealer shall notify the Issuing and Paying Agent of such Failed Remarketing by 1:00 P.M. (New York City time) on the Business Day immediately preceding the designated Redemption Date for such Callable Commercial Paper Notes. Upon the Issuing and Paying Agent's receipt of such notice of a Failed Remarketing, the Issuing and Paying Agent shall cause the rescission of the proposed redemption of such Callable Commercial Paper Notes by providing Electronic Notice of the rescission of the proposed redemption to the Depository not later than 2:00 P.M. (New York City time) on the same date of the Issuing and Paying Agent's timely receipt of such notice of a Failed Remarketing and the Issuing and Paying Agent shall use its best efforts to confirm receipt of such rescission notice by the Depository. If the Issuing and Paying Agent fails to receive a notice of a Failed Remarketing by 1:00 P.M. (New York City time) on the Business Day immediately preceding the designated Redemption Date for such Callable Commercial Paper Notes, and the Issuing and Paying Agent also fails to receive notice from the applicable Dealer pursuant to Section 4(a) of the applicable Dealer Agreement of the relevant issuance terms of the new Callable Commercial Paper Notes (or if directed by the Corporation, new Commercial Paper Notes that are not subject to a Call Option), the proceeds of which will be used to pay the Redemption Price of the existing Callable Commercial Paper Notes proposed to be redeemed, by 1:00 P.M. (New York City time) on the Business Day immediately preceding the designated Redemption Date for such Callable Commercial Paper Notes, the Issuing and Paying Agent shall cause the rescission of the proposed redemption of such Callable Commercial Paper Notes by providing Electronic Notice of the rescission of the proposed redemption to the Depository not later than 2:00 P.M. (New York City time) on the Business Day immediately preceding the designated Redemption Date for such Callable Commercial Paper Notes and the Issuing and Paying Agent shall use its best efforts to confirm receipt of such rescission notice by the Depository. The Issuing and Paying Agent shall also use its best efforts to file any such rescission notice with EMMA by 4:30 P.M. (New York City time) on the same date of the Issuing and Paying Agent's timely receipt of such rescission notice. Upon the occurrence of a Failed Settlement, the Issuing and Paying Agent shall cause the rescission of the proposed redemption of such Callable Commercial Paper Notes by providing Electronic Notice of the rescission of such proposed redemption to the Depository not later than 1:00 P.M. (New York City time) on the designated Redemption Date for such Callable Commercial Paper Notes and the Issuing and Paying Agent shall confirm the Depository's receipt of such rescission notice by 3:00 P.M. (New York City time) on such designated Redemption Date. The Issuing and Paying Agent shall also use its best efforts to file such rescission notice with EMMA by 4:30 P.M. (New York City time) on such designated Redemption Date. Upon any rescission of a proposed redemption of Callable Commercial Paper Notes, any Callable Commercial Paper Notes theretofore delivered to the Issuing and Paying Agent shall be returned to the respective Owners thereof. For the avoidance of doubt, any Callable Commercial Paper Notes for which a proposed redemption has been rescinded shall continue to be subject to redemption prior to maturity at the Redemption Price thereof on a

subsequently designated Redemption Date (which is a Business Day remaining in the related Call Exercise Period) pursuant to a subsequently delivered Redemption Notice. Upon any Failed Remarketing or Failed Settlement, as applicable, of any Callable Commercial Paper Notes subject to redemption for any subsequently designated Redemption Date, if any, during the remaining related Call Exercise Period, the subsequently designated redemption shall be rescinded in the same manner as described above.

Section 2.17. Fiscal and Other Agents for Notes. In furtherance of the purposes of this Trust Agreement, the Trustee, with the prior written consent of the Corporation, may from time to time appoint and provide for the payment of such additional fiscal, paying or other agents or trustees as it may deem necessary or appropriate in connection with the Notes.

ARTICLE III

GENERAL TERMS OF THE DIRECT PLACEMENT REVOLVING NOTES

Section 3.01. Authorization of Direct Placement Revolving Notes and Advances. From time to time, on or after the date of this Trust Agreement, the Corporation may on any date execute and the Trustee shall authenticate and, at the request of the Corporation, shall deliver a Series of Direct Placement Revolving Notes for the purpose of evidencing Advances under the related Direct Placement Revolving Credit Agreement, which may consist of one or more of the following within such Series: a Tax Exempt Governmental Direct Placement Revolving Note evidencing Advances for the purpose of financing Project Costs of the Tax Exempt Governmental Projects, a Tax Exempt 501(c)(3) Direct Placement Revolving Note evidencing Advances for the purpose of financing Project Costs of the Tax Exempt 501(c)(3) Projects and a Taxable Direct Purchase Revolving Note evidencing Advances for the purpose of financing Project Costs of the Taxable Projects. Advances under a Direct Placement Revolving Credit Agreement shall be made for the purpose of financing Project Costs and shall be evidenced by the Direct Placement Revolving Notes as set forth in the preceding sentence. The authorizations hereof are all in accordance with and subject to the terms, conditions and limitations contained herein and in the related Direct Placement Revolving Credit Agreement.

Section 3.02. Terms of Direct Placement Revolving Notes.

(a) A Series or multiple Series of Direct Placement Revolving Notes (including without limitation the Series D Direct Placement Revolving Note and Direct Placement Revolving Notes issued from time to time as an Additional Series) to be designated “Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Direct Placement Revolving Notes” may be issued and delivered from time to time in an aggregate principal amount which, together with the aggregate principal amount of all Outstanding Lease Revenue Obligations of such Category, will not exceed the Pro Rata Share of the Maximum Principal Amount attributable to such Category calculated as of such date at any one time Outstanding and maturing not later than the last day of the Sublease Term.

Subject to applicable terms, limitations and procedures contained herein, the Direct Placement Revolving Notes herein authorized shall be dated as of their date of issuance and shall bear interest at such rate or rates per annum computed on the basis set forth in the

related Direct Placement Revolving Credit Agreement; *provided however*, that in no event shall the interest rate or effective yield to maturity exceed the [Maximum Interest Rate]. Direct Placement Revolving Notes shall be interest bearing as set forth in the related Direct Placement Revolving Credit Agreement.

The Corporation shall repay or prepay outstanding Advances evidenced by Direct Placement Revolving Notes in an amount not less than the Pro Rata Share of the Required Principal Reduction Amount attributable to such Category no later than July 15 of each Base Rental Period, commencing July 15, 20[___].

Principal of the Direct Placement Revolving Notes shall be payable, at the times and in the amounts and in the manner set forth in the related Direct Placement Revolving Credit Agreement, in lawful money of the United States of America in immediately available funds, at the corporate trust office of the Trustee to the Owner thereof. Interest on the Direct Placement Revolving Notes shall be payable, at the times and in the amounts and in the manner set forth in the related Direct Placement Revolving Credit Agreement, in lawful money of the United States of America in immediately available funds, at the corporate trust office of the Trustee to the Owner thereof. Notwithstanding anything herein to the contrary, no presentment of any Direct Placement Revolving Note is required for any payments of principal of or interest thereon or with respect thereto.

The Corporation and the Trustee may treat the Owner as the absolute owner of any Direct Placement Revolving Note for the purpose of receiving payment thereof and for all purposes, and the Corporation and the Trustee shall not be affected by any notice or knowledge to the contrary.

(b) A Tax Exempt Governmental Direct Placement Revolving Note bearing the designation “Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Direct Placement Revolving Note, Series D (Tax Exempt Governmental)” shall be issued hereunder as the Series D Tax Exempt Governmental Direct Placement Revolving Note to evidence Advances under the Series D Direct Placement Revolving Credit Agreement for the purpose of financing Project Costs of the Tax Exempt Governmental Projects. A Tax Exempt 501(c)(3) Direct Placement Revolving Note bearing the designation “Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Direct Placement Revolving Note, Series D (Tax Exempt 501(c)(3))” shall be issued hereunder as the Series D Tax Exempt 501(c)(3) Direct Placement Revolving Note to evidence Advances under the Series D Direct Placement Revolving Credit Agreement for the purpose of financing Project Costs of the Tax Exempt 501(c)(3) Projects. A Taxable Direct Placement Revolving Note bearing the designation “Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Direct Placement Revolving Note, Series D (Taxable)” shall be issued hereunder as the Series D Taxable Direct Placement Revolving Note to evidence Advances under the Series D Direct Placement Revolving Credit Agreement for the purpose of financing Project Costs of the Taxable Projects. Collectively, the Series D Tax Exempt Governmental Direct Placement Revolving Note, the Series D Tax Exempt 501(c)(3) Direct Placement Revolving Note and the Series D Taxable Direct Placement Revolving Note comprise the Series D Direct Placement Revolving Notes and shall collectively evidence the Advances under the Series D Direct Placement Revolving Credit Agreement in an aggregate principal amount not to exceed

\$150,000,000. The aggregate principal amount of the Series D Direct Placement Revolving Notes shall not exceed \$150,000,000, although individually any one Series D Direct Placement Revolving Note may evidence Advances in an aggregate principal amount up to \$150,000,000 so long as the aggregate principal amount of outstanding Advances evidenced by the Series D Direct Placement Revolving Notes does not exceed \$150,000,000. The Series D Direct Placement Revolving Credit Agreement shall provide for a Funding Commitment of the Series D Direct Placement Bank in an aggregate principal amount not to exceed \$150,000,000, and the Series D Direct Placement Revolving Notes shall be issued in a not to exceed aggregate principal amount equal to such Funding Commitment.

Section 3.03. Form of Direct Placement Revolving Notes. The Direct Placement Revolving Notes shall be substantially in the forms attached to the related Direct Placement Revolving Credit Agreement, in each case with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Trust Agreement and may have such letters, numbers or other marks of identification and such legends, endorsements and opinions thereon as may, consistent herewith, be approved by an Authorized Representative. Any portion of the text of any Direct Placement Revolving Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of such Direct Placement Revolving Note. The Direct Placement Revolving Notes shall be printed, lithographed or engraved or produced in any other similar manner, or typewritten, all as determined and approved by an Authorized Representative.

Section 3.04. Execution and Authentication of Direct Placement Revolving Notes. Each Direct Placement Revolving Note shall be executed on behalf of the Corporation and under its seal with the signature of an Authorized Representative and the countersignature of the Secretary or Assistant Secretary of the Corporation. Each such signature may be executed manually or by facsimile. The seal of the Corporation may be printed, engraved, stamped or placed in facsimile form on such Direct Placement Revolving Note.

In case any such officer whose signature or countersignature appears on the Direct Placement Revolving Notes shall cease to be such officer before the Direct Placement Revolving Notes so signed shall have been delivered, such signature or countersignature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until the delivery of the Direct Placement Revolving Notes, and such Direct Placement Revolving Notes shall be issued and outstanding hereunder and shall be as binding upon the Corporation as though the Person who signed such Direct Placement Revolving Notes had been such official on the date borne by the Direct Placement Revolving Notes and on the date of delivery. Also, any Direct Placement Revolving Notes may be signed and sealed on behalf of the Corporation by such Person as at the actual date of execution of such Direct Placement Revolving Notes shall be an Authorized Representative, although on the date borne by such Direct Placement Revolving Notes such Person shall not have been such official.

No Direct Placement Revolving Note shall be entitled to any right or benefit under this Trust Agreement, or be valid or obligatory for any purpose unless there appears on such Direct Placement Revolving Note a certificate of authentication, executed by the Trustee by manual signature, and such certificate upon any Direct Placement Revolving Note shall be

conclusive evidence that such Direct Placement Revolving Note has been duly certified or registered, if applicable, and delivered.

Section 3.05. Transfers of Direct Placement Revolving Notes. Subject to the limitations set forth below, any Direct Placement Revolving Note may, in accordance with its terms, be transferred, upon the registration books pursuant to the provisions of Section 3.07 hereof, by the person in whose name it is registered, in person or by his attorney duly authorized in writing, upon surrender of such Direct Placement Revolving Note to the Trustee. Whenever any Direct Placement Revolving Note shall be surrendered for transfer, the Corporation shall execute and the Trustee shall authenticate and deliver a new Direct Placement Revolving Note of like tenor, maturity, Series and tax-exempt status and for a like aggregate principal amount. The Trustee shall require the Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. Direct Placement Revolving Notes may only be transferred in compliance with the terms, conditions and limitations set forth in the related Direct Placement Revolving Credit Agreement. Failure to satisfy the requirements of the preceding sentence shall cause the purported transfer to be null and void.

Section 3.06. Exchange of Direct Placement Revolving Notes. Any Direct Placement Revolving Note may be exchanged for a new Direct Placement Revolving Note of like tenor, maturity, Series and tax-exempt status and for a like aggregate principal amount upon surrender thereof to the Trustee. The Trustee shall require the Owner requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange.

Section 3.07. Registration of Direct Placement Revolving Notes. The Trustee shall keep or cause to be kept sufficient books for the registration, transfer and exchange of the Direct Placement Revolving Notes, which shall be available for inspection by the Corporation, any Direct Placement Bank and any Owner of Direct Placement Revolving Notes, or his agent or representative duly authorized in writing, at reasonable hours, and under reasonable circumstances; and, upon presentation of any Direct Placement Revolving Notes for such purpose, the Trustee shall, under such reasonable procedures as it may prescribe, register, transfer or exchange, or cause to be registered, transferred or exchanged, such Direct Placement Revolving Notes on such books as hereinabove provided. The Corporation and the Trustee may treat the person in whose name a Direct Placement Revolving Note is registered in the registration books kept by the Trustee as the absolute owner of such Direct Placement Revolving Note for the purpose of receiving payment thereof and for all purposes, and the Corporation and the Trustee shall not be affected by any notice or knowledge to the contrary.

Section 3.08. Direct Placement Revolving Notes Mutilated, Lost, Destroyed or Stolen. If any Direct Placement Revolving Note shall become mutilated, the Corporation, at the expense of the Owner of said Direct Placement Revolving Note, shall execute and deliver a new Direct Placement Revolving Note of like tenor, maturity, Series and tax-exempt status and for a like aggregate principal amount in exchange and in substitution for the Direct Placement Revolving Note so mutilated, but only upon surrender to the Trustee of the Direct Placement Revolving Note so mutilated. If any Direct Placement Revolving Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Corporation and the Trustee and if such evidence is satisfactory to the Corporation and indemnity satisfactory to the Trustee, the Corporation and the County has been given, the Corporation shall, at the expense of

the Owner, execute and deliver a new Direct Placement Revolving Note of like tenor, maturity, Series and tax-exempt status and for a like aggregate principal amount in lieu of and in substitution for the Direct Placement Revolving Note so lost, destroyed or stolen. Any Direct Placement Revolving Note executed and delivered under the provisions of this Section 3.08 in lieu of any Direct Placement Revolving Note claimed to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Lease Revenue Obligations. Neither the Corporation nor the Trustee shall be required to treat both the original Direct Placement Revolving Note and any duplicate Direct Placement Revolving Note as being Outstanding for the purposes of determining the principal amount of Direct Placement Revolving Notes which may be issued hereunder or for any other purpose, but both the original and the duplicate Direct Placement Revolving Note shall be treated as one and the same.

Only a new Tax Exempt Governmental Direct Placement Revolving Note may be exchanged for a Tax Exempt Governmental Direct Placement Revolving Note mutilated, lost, destroyed or stolen, only a new Tax Exempt 501(c)(3) Direct Placement Revolving Note may be exchanged for a Tax Exempt 501(c)(3) Direct Placement Revolving Note mutilated, lost, destroyed or stolen and only a new Taxable Direct Placement Revolving Note may be exchanged for a Taxable Direct Placement Revolving Note mutilated, lost, destroyed or stolen.

Section 3.09. Cancellation of Direct Placement Revolving Notes. Any Direct Placement Revolving Note which at maturity is surrendered to the Trustee for the collection of the principal and interest thereof, as applicable, shall, upon payment, be cancelled and destroyed by the Trustee, and the Trustee shall forthwith transmit to the Corporation a certificate identifying such Direct Placement Revolving Note and stating that such Direct Placement Revolving Note has been duly cancelled and destroyed.

Section 3.10. Fiscal and Other Agents for Direct Placement Revolving Notes. In furtherance of the purposes of this Trust Agreement, the Trustee, with the prior written consent of the Corporation, may from time to time appoint and provide for the payment of such additional fiscal, paying or other agents or trustees as it may deem necessary or appropriate in connection with the Direct Placement Revolving Notes.

Section 3.11. Authorization of Additional Series of Direct Placement Revolving Notes. At any time after the execution of this Trust Agreement, the Corporation may authorize the issuance of an Additional Series of Direct Placement Revolving Notes upon the execution by the Corporation and the Trustee of a Supplemental Trust Agreement providing for the authorization of such Additional Series, provided, that the Corporation shall deliver to the Trustee each of the following:

- (a) An executed copy of the Supplemental Trust Agreement that provides:
 - (i) the terms of such Additional Series of Direct Placement Revolving Notes;
and
 - (ii) that Direct Placement Revolving Notes of such Additional Series shall (A) evidence Advances under the related Direct Placement Revolving Credit Agreement, (B) be interest bearing, (C) mature not later than the last day of the Sublease Term, (C) be

issued in an aggregate principal amount which, together with the aggregate principal amount of all Outstanding Lease Revenue Obligations of such Category, will not exceed the Pro Rata Share of the Maximum Principal Amount attributable to such Category calculated as of such date at any one time Outstanding, and (iv) not bear interest at an interest rate or have an effective yield to maturity in excess of the [Maximum Interest Rate];

(b) A written legal opinion from Note Counsel to the effect that the Direct Placement Revolving Notes of such Additional Series are valid and binding obligations of the Corporation and, with respect to Tax Exempt Governmental Direct Placement Revolving Notes and Tax Exempt 501(c)(3) Direct Placement Notes of such Additional Series, are obligations the interest on which is excludable from gross income of the Owners thereof for federal income tax purposes;

(c) A certificate of an Authorized Representative of the Corporation certifying to the following:

(i) no Event of Default under Section 9.01 of this Trust Agreement shall have occurred and is continuing as of such date;

(ii) the Corporation has full power and authority to perform its duties and obligations with respect to the Direct Placement Revolving Notes of such Additional Series and the Direct Placement Revolving Credit Agreement for the Additional Series; and

(iii) the Corporation is in compliance with its covenants set forth in Article VII hereof as of such date; and

(d) The prior written consent of 100% of the Credit Providers.

Section 3.12. Advances under Direct Placement Revolving Credit Agreements.

At any time after the execution of a Direct Placement Revolving Credit Agreement, the Corporation may determine to request Advances under such Direct Placement Revolving Credit Agreement for the purpose of financing Project Costs, upon satisfaction of the following conditions:

(a) the amount of Advances to be Outstanding as of the date of such Advance does not exceed the amount then available to be drawn under such Direct Placement Revolving Credit Agreement;

(b) the sum of the aggregate principal amount of Advances Outstanding under such Direct Placement Revolving Credit Agreement and evidenced by the related Direct Placement Revolving Notes shall not exceed the maximum aggregate principal amount authorized under Section 3.02(b) hereof;

(c) the sum of the aggregate principal amount of Advances Outstanding under all Direct Placement Revolving Notes immediately after such Advance shall not exceed the Pro

Rata Share of the Maximum Principal Amount attributable to such Category calculated as of the date of such Advance;

(d) the Corporation shall have issued to the County a Debt Service Certificate — Additional Lease Revenue Obligations in the form of Exhibit C-2 to the Sublease reflecting such Advances and the County shall have complied with Section 3.1(c), if applicable;

(e) if such Advance is for the purpose of financing Project Costs of the Tax Exempt Governmental Projects or Project Costs of the Tax Exempt 501(c)(3) Projects, the Corporation and the Trustee shall have received an opinion of Note Counsel that the interest on the Direct Placement Revolving Notes relating to such Direct Placement Revolving Credit Agreement immediately after such Advance shall be exempt from California personal income tax and excludable from gross income for federal income tax purposes and the Corporation and the County shall have executed and delivered a Tax Certificate with respect to such Advance in form and substance satisfactory to Note Counsel, and if such Advance is for the purpose of financing Project Costs of the Tax Exempt 501(c)(3) Projects, in addition such Tax Exempt 501(c)(3) Project is identified in a Notice of Public Hearing and Approval of the County, the 501(c)(3) user shall have executed and delivered such tax certifications with respect to such Advance in form and substance satisfactory to Note Counsel, and counsel to the 501(c)(3) user shall have delivered an opinion in form and substance satisfactory to Note Counsel;

(f) no Event of Default under Section 9.01 of this Trust Agreement has occurred and is continuing as of the date of such instructions;

(g) the Corporation has full power and authority to perform its duties and obligations with respect to such Direct Placement Revolving Credit Agreement and the related Direct Placement Revolving Notes; and

(h) the Corporation is in compliance with its covenants set forth in Article VII hereof as of the date of such instructions.

The proceeds of Advances under Direct Placement Revolving Credit Agreements shall be deposited as set forth in Section 4.03 hereof.

ARTICLE IV

FUNDS AND ACCOUNTS

Section 4.01. Application of Proceeds of Sale of Commercial Paper Notes.

(a) The proceeds of the sale of any Series of Commercial Paper Notes that are issued for the purpose of refinancing, renewing or refunding Notes (and interest thereon) shall be deposited in the applicable Commercial Paper Note Proceeds Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund (based on such Series of Commercial Paper Notes and whether such Commercial Paper Notes are Tax Exempt Governmental Commercial Paper Notes, Tax Exempt 501(c)(3) Commercial Paper Notes or Taxable Commercial Paper Notes) to the extent necessary for the immediate payment of interest payments past due, and then for the immediate payment of principal payments past due

according to the tenor of the related Commercial Paper Notes. Any remaining proceeds shall be transferred to the applicable Bank Reimbursement Subaccounts of the Bank Reimbursement Account within the Issuing and Paying Agent Fund with respect to such Series of Commercial Paper Notes, to be applied in accordance with the provisions of Section 4.06 hereof[; *provided however*, that a portion of the proceeds of the sale of the initial Series of Commercial Paper Notes shall be used for the purpose of paying amounts owed to the Previous Banks under the Previous Reimbursement Agreements pursuant to a written request of a County Representative. The Trustee, as trustee under the [Amended and Restated Trust Agreement, dated as of April 1, 2010, by and between the Corporation and Deutsche Bank National Trust Company, as trustee], shall transfer such amounts to the Bank Reimbursement Account it holds thereunder]. Notwithstanding the foregoing, proceeds of the sale of one Series of Commercial Paper Notes may be deposited in the Commercial Paper Note Proceeds Subaccount established with respect to another Series of Commercial Paper Notes in accordance with telephonic, facsimile, email or written instructions of an Authorized Representative delivered to the Issuing and Paying Agent in the manner specified in Section 2.15 hereof, and if such proceeds are from the issuance of any Tax Exempt Governmental Commercial Paper Notes or Tax Exempt 501(c)(3) Commercial Paper Notes and are to be deposited in any Commercial Paper Note Proceeds Subaccount with respect to any Taxable Commercial Paper Notes, with an opinion of Note Counsel that such issuance and deposit will not have an adverse effect on the tax-exempt status of the Tax Exempt Lease Revenue Obligations outstanding immediately prior to and immediately following such issuance and deposit.

(b) The proceeds of the sale of any Commercial Paper Notes that are issued for the purpose of financing Project Costs (net of all Costs of Issuance which shall be deposited in the Costs of Issuance Fund and applied in accordance with the provisions of Section 4.08 hereof) shall be deposited in the Project Fund and applied to the payment of Project Costs, in accordance with the provisions of Section 4.04 hereof.

(c) The proceeds of the sale of any Commercial Paper Notes of a Series that are issued for the purpose of paying the Redemption Price of the applicable Series of Callable Commercial Paper Notes shall be deposited in the Commercial Paper Note Proceeds Account of the applicable Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund with respect to such Series of Commercial Paper Notes, to be applied in accordance with the provisions of Section 4.06 hereof.

(d) The proceeds of the sale of any Commercial Paper Notes of a Series that are issued for the purpose of paying accrued interest on the applicable Series of Callable Commercial Paper Notes upon redemption prior to maturity shall be deposited in the applicable Commercial Paper Note Proceeds Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund (based on such Series of Commercial Paper Notes and whether such Commercial Paper Notes are Tax Exempt Governmental Commercial Paper Notes, Tax Exempt 501(c)(3) Commercial Paper Notes or Taxable Commercial Paper Notes) to the extent necessary to pay accrued interest on such Series of Callable Commercial Paper Notes upon redemption prior to maturity and then to the Bank Reimbursement Subaccount of the Bank Reimbursement Account within the Issuing and Paying Agent Fund with respect to such Series of Commercial Paper Notes, to be applied in accordance with the provisions of Section 4.06 hereof.

(e) The proceeds of any long-term bonds or certificates of participation fixed to maturity issued to pay the Redemption Price of the applicable Series of Callable Commercial Paper Notes to any Owner thereof on the Redemption Date shall be deposited in the Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund with respect to such Series of Commercial Paper Notes.

Section 4.02. Application of Proceeds of Advances under Credit Facilities. The proceeds of all drawings under a Credit Facility for a Series of Commercial Paper Notes shall be deposited in the Credit Facility Proceeds Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund with respect to such Series of Commercial Paper Notes and expended solely for the payment of principal of and interest on maturing Outstanding Commercial Paper Notes of such Series or accrued interest on such Series of Callable Commercial Paper Notes upon redemption prior to maturity, in each case in accordance with Section 4.06 hereof.

Section 4.03. Application of Proceeds of Advances under Direct Placement Revolving Credit Agreements. The proceeds of an Advance under a Direct Placement Revolving Credit Agreement for a Series of Lease Revenue Obligations (net of all Costs of Issuance which shall be deposited in the Costs of Issuance Fund and applied in accordance with the provisions of Section 4.08 hereof) shall be deposited in the Project Fund and applied to the payment of Project Costs, in accordance with the provisions of Section 4.04 hereof.

Section 4.04. Establishment and Application of Project Fund. There is hereby established in trust a special fund designated the “Project Fund”, which shall be held by the Trustee and which shall be kept separate and apart from all other funds and moneys held by the Trustee. The Trustee shall administer the Project Fund. The Trustee shall also establish such accounts within the Project Fund as shall be directed by the Corporation in connection with any particular capital project or improvements and separate subaccounts within such accounts shall be maintained for the proceeds of Tax Exempt Governmental Commercial Paper Notes, Tax Exempt 501(c)(3) Commercial Paper Notes and Taxable Commercial Paper Notes, and Advances evidenced by Tax Exempt Governmental Direct Placement Revolving Notes, Tax Exempt 501(c)(3) Direct Placement Revolving Notes and Taxable Direct Placement Revolving Notes or as directed by the Tax Certificates. Each such subaccount shall bear such additional designation as may be necessary or appropriate to distinguish it from every other subaccount associated with each issuance of Tax Exempt Governmental Commercial Paper Notes and Advance evidenced by Tax Exempt Governmental Direct Placement Revolving Notes issued in connection with any Tax Exempt Governmental Project (each a “**Tax Exempt Governmental Project Subaccount**”) and each issuance of Tax Exempt 501(c)(3) Commercial Paper Notes and Advance evidenced by Tax Exempt 501(c)(3) Direct Placement Revolving Notes issued in connection with any Tax Exempt 501(c)(3) Project (each, a “**Tax Exempt 501(c)(3) Project Subaccount**”) and each issuance of Taxable Commercial Paper Notes and Advances evidenced by Taxable Direct Placement Revolving Notes issued in connection with any Taxable Project (each, a “**Taxable Project Subaccount**”). Moneys may be transferred from any subaccount to any other subaccount established under this Section in accordance with the written instructions of an Authorized Representative if such written instruction is accompanied by the approving opinion of Note Counsel addressed to the Corporation and to the Trustee that such use will not

adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Tax Exempt Lease Revenue Obligations.

In connection with the issuance of the Commercial Paper Notes, there shall be deposited in the Project Fund for the purpose of paying Project Costs that portion of the proceeds of the Commercial Paper Notes required to be deposited therein pursuant to Section 4.01 hereof and such other amounts as specified by the County. In connection with Advances under Direct Placement Revolving Credit Agreements, there shall be deposited in the Project Fund for the purpose of paying Project Costs that portion of the proceeds of such Advances required to be deposited therein pursuant to Section 4.03 hereof and such other amounts as specified by the County. The Trustee shall, from time to time, disburse money from the Project Fund or any applicable subaccount therein, to pay Project Costs in each case promptly after receipt of and in accordance with a written request of a County Representative in the form attached hereto as Exhibit E. Moneys deposited in the Project Fund or any applicable subaccount therein shall remain therein until from time to time expended to pay for Project Costs, as specified in writing by the Corporation, and shall not be used for any other purposes whatsoever, except as otherwise provided below. Pending such expenditure, moneys in said fund may be invested at the direction of the County Representative in Qualified Investments subject to any investment and other limitations contained in the Tax Certificates. Any income received from such investments of the proceeds of Tax Exempt Governmental Commercial Paper Notes and Tax Exempt 501(c)(3) Commercial Paper Notes and Advances evidenced by Tax Exempt Governmental Direct Placement Revolving Notes and Tax Exempt 501(c)(3) Direct Placement Revolving Notes shall be deposited, as received, into the Investment Earnings Account of the Earnings Fund and applied as provided therein.

If the County shall certify to the Trustee that moneys are no longer required for the payment of any Project Costs and there shall remain any balance of money in the Project Fund, or any subaccount therein, such balance shall be transferred, at the election of the County, (a) to the Base Rental Account to the extent necessary to make the amount on deposit therein equal to the amount of Base Rental to become due within the next 12 months, or (b) to the County for any capital expenditure of the County whether or not related to Project Costs, provided that the Trustee shall have received an opinion of Note Counsel to the effect that such use will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Tax Exempt Lease Revenue Obligations, or (c) to any other use desired by the County that Note Counsel has determined will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Tax Exempt Lease Revenue Obligations, provided that the Trustee shall have received an opinion of Note Counsel to such effect.

Section 4.05. Establishment and Application of Lease Revenue Obligation Payment Fund.

(a) Simultaneously with the execution of this Trust Agreement, the Trustee shall establish hereunder in trust a special fund designated as the “**Lease Revenue Obligation Payment Fund,**” which shall be held by the Trustee and which shall be kept separate and apart from all other funds and moneys held by the Trustee. The Lease Revenue Obligation Payment Fund shall be maintained by the Trustee until all required Base Rental is paid in full pursuant to

the terms of the Sublease and all obligations payable to the Credit Providers under the Credit Provider Agreements have been satisfied. Within the Lease Revenue Obligation Payment Fund, the Trustee shall establish the following accounts and subaccounts (and may establish such additional subaccounts within such accounts as directed to by an Authorized Representative of the County):

- (i) Base Rental Account, including each of the following subaccounts;
 - (A) Commercial Paper Notes Base Rental Subaccount; and
 - (B) Direct Placement Revolving Notes Base Rental Subaccount;
- (ii) Administrative Expense Account;
- (iii) Direct Placement Revolving Notes Payment Account, including the following subaccount:
 - (A) Series D Direct Placement Revolving Notes Payment Subaccount.

(b) Base Rental and proceeds of rental interruption insurance with respect to any Property (if any), received by the Trustee shall be deposited in the Base Rental Account and transferred to the Commercial Paper Notes Base Rental Subaccount and the Direct Placement Revolving Notes Base Rental Subaccount to the extent necessary for the immediate payment of interest payments past due and then for immediate payment of principal payments past due according to the tenor of the related Lease Revenue Obligations plus amounts sufficient to pay the principal of and accrued interest on the related Lease Revenue Obligations due and payable for the applicable Base Rental Period. To the extent the amount of Base Rental and proceeds of rental interruption insurance with respect to any Property (if any) received by the Trustee is insufficient to make the transfers described in the preceding sentence, such amounts shall be transferred to such subaccounts on a Pro Rata Basis. Any delinquent Base Rental payments and any proceeds of rental interruption insurance with respect to the Property shall be deposited in the Base Rental Account and transferred to the Commercial Paper Notes Base Rental Subaccount and the Direct Placement Revolving Notes Base Rental Subaccount on a Pro Rata Basis. The Trustee shall transfer amounts on deposit in the Commercial Paper Notes Base Rental Subaccount to the Issuing and Paying Agent for deposit in the Bank Reimbursement Account within the Issuing and Paying Agent Fund, to be applied as set forth in Section 4.06 hereof. The Trustee shall transfer amounts on deposit in the Direct Placement Revolving Notes Base Rental Subaccount to the Direct Placement Revolving Notes Payment Account to be applied as set forth in Section 4.05(e) below. Any remaining money representing delinquent Base Rental payments and any proceeds of rental interruption insurance shall remain on deposit in the Base Rental Account to be applied in the manner provided herein.

(c) Additional Rental with respect to each Property received by the Trustee shall be deposited in the Administrative Expense Account within the Lease Revenue Obligation Payment Fund. The Trustee shall disburse money from the Administrative Expense Account on such dates and in such amounts as are necessary to pay all expenses of the Corporation or the County (not otherwise paid or provided for out of the proceeds of the sale of the Commercial Paper Notes or the proceeds of an Advance under a Direct Placement Revolving Credit

(d) On July 15, 20[___] and on each July 15 thereafter so long as any Series of Lease Revenue Obligations are Outstanding, the Trustee shall transfer from the Base Rental Account to the Commercial Paper Notes Base Rental Subaccount and the Direct Placement Revolving Notes Base Rental Subaccount, on a Pro Rata Basis, such amount as shall be necessary to (i) with respect to Notes, repay or prepay Advances under the Reimbursement Agreement relating to such Series or, if applicable, to retire maturing Commercial Paper Notes of such Series (and in each case to pay the interest thereon) and (ii) with respect to Direct Placement Revolving Notes, repay or prepay Advances under the Direct Placement Revolving Credit Agreement, in each case in an aggregate amount not less than the Pro Rata Share of the Required Principal Reduction Amount attributable to such Category calculated for the then current Base Rental Period. The Trustee shall transfer amounts on deposit in the Commercial Paper Notes Base Rental Subaccount to the Issuing and Paying Agent for deposit in the applicable Bank Reimbursement Account within the Issuing and Paying Agent Fund to be applied as set forth in Section 4.06 hereof. The Trustee shall transfer amounts on deposit in the Direct Placement Revolving Notes Base Rental Subaccount to the Direct Placement Revolving Notes Payment Account, to be applied as set forth in Section 4.05(e) below. Any amounts remaining in the Base Rental Account following such transfer and the other transfers required by this Section 4.05 (other than any remaining money representing delinquent Base Rental payments and any proceeds of rental interruption insurance which shall remain on deposit in the Base Rental Account) shall be applied (A) first, to pay any outstanding Advances (and interest thereon) evidenced by Revolving Notes and any outstanding Advances (and interest thereon) evidenced by Direct Placement Revolving Notes, on a Pro Rata Basis, and (B) second, at the election of the County, either to retire additional Commercial Paper Notes (and interest thereon) or prepay any outstanding Advances (and interest thereon) evidenced by Direct Placement Revolving Notes, on a Pro Rata Basis, or transferred to the County to be used for any lawful purpose.

(e) There shall be deposited in the Direct Placement Revolving Notes Payment Account all amounts directed to be deposited therein pursuant to Section 4.05(b) hereof, to be transferred to the Series D Direct Placement Revolving Notes Payment Subaccount in amounts sufficient to pay the interest and principal then due and payable with respect to the related Direct Placement Revolving Notes. To the extent the amount directed to be deposited in the Direct Placement Revolving Notes Payment Account is insufficient to make the transfer described in the preceding sentence, such amounts shall be transferred to such subaccount first,

to the payment of accrued and unpaid interest then due and payable and, second, to the payment of principal then due and payable, in each case, under the related Direct Placement Revolving Notes. On the date any payment is due under any Direct Placement Revolving Note, the Trustee shall apply moneys on deposit in the applicable Direct Placement Revolving Notes Payment Subaccount to the payment of interest and principal then due and payable with respect to the related Direct Placement Revolving Note in accordance with its terms and the related Direct Placement Revolving Credit Agreement.

(f) The Trustee shall pay to any Credit Provider from amounts on deposit in the Administrative Expense Account amounts required to be paid to such Credit Provider pursuant to the applicable Credit Provider Agreement.

Section 4.06. Establishment and Application of Issuing and Paying Agent Fund.

(a) Simultaneously with the execution of this Trust Agreement, and pursuant to the terms of the Issuing and Paying Agent Agreement, the Issuing and Paying Agent shall establish in trust a special fund designated as the “**Issuing and Paying Agent Fund**,” which shall be held by the Issuing and Paying Agent and which shall be kept separate and apart from all other funds and moneys held by the Issuing and Paying Agent. The Issuing and Paying Agent Fund shall be maintained by the Issuing and Paying Agent until all required Base Rental is paid in full pursuant to the terms of the Sublease and all obligations payable to the LC Banks under the Reimbursement Agreements have been satisfied and all Credit Facilities have expired or terminated. Within the Issuing and Paying Agent Fund, the Issuing and Paying Agent shall establish the following accounts and subaccounts (and may establish such additional subaccounts within such accounts as directed to by an Authorized Representative of the County):

(i) Commercial Paper Notes Payment Account including each of the following subaccounts:

- (A) Series A Credit Facility Proceeds Subaccount;
- (B) Series A Tax Exempt Governmental Commercial Paper Note Proceeds Subaccount;
- (C) Series A Tax Exempt 501(c)(3) Commercial Paper Note Proceeds Subaccount;
- (D) Series A Taxable Commercial Paper Note Proceeds Subaccount;
- (E) Series A Base Rental Payment Subaccount;
- (F) Series A Refunding Proceeds Redemption Price Subaccount;
- (G) Series B Credit Facility Proceeds Subaccount;
- (H) Series B Tax Exempt Governmental Commercial Paper Note Proceeds Subaccount;

- (I) Series B Tax Exempt 501(c)(3) Commercial Paper Note Proceeds Subaccount;
 - (J) Series B Taxable Commercial Paper Note Proceeds Subaccount;
 - (K) Series B Base Rental Payment Subaccount;
 - (L) Series B Refunding Proceeds Redemption Price Subaccount;
 - (M) Series C Credit Facility Proceeds Subaccount;
 - (N) Series C Tax Exempt Governmental Commercial Paper Note Proceeds Subaccount;
 - (O) Series C Tax Exempt 501(c)(3) Commercial Paper Note Proceeds Subaccount;
 - (P) Series C Taxable Commercial Paper Note Proceeds Subaccount;
 - (Q) Series C Base Rental Payment Subaccount; and
 - (R) Series C Refunding Proceeds Redemption Price Subaccount; and
- (ii) Bank Reimbursement Account including each of the following subaccounts:
- (A) Series A Bank Reimbursement Subaccount;
 - (B) Series B Bank Reimbursement Subaccount; and
 - (C) Series C Bank Reimbursement Subaccount.

(b) There shall be deposited into the applicable Commercial Paper Note Proceeds Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund (based on such Series of Commercial Paper Notes and whether such Commercial Paper Notes are Tax Exempt Governmental Commercial Paper Notes, Tax Exempt 501(c)(3) Commercial Paper Notes or Taxable Commercial Paper Notes) all amounts directed to be deposited therein with respect to a Series of Commercial Paper Notes pursuant to Section 4.01(a) hereof.

(c) There shall be deposited in the Bank Reimbursement Account all amounts directed to be deposited therein pursuant to Section 4.05(b) hereof, to be transferred to the Bank Reimbursement Subaccounts with respect to each Series of Commercial Paper Notes to the extent necessary for the immediate payment of interest payments past due and then for immediate payment of principal payments past due according to the tenor of the related Revolving Notes plus amounts sufficient to pay the principal of and accrued interest on the related Revolving Notes due and payable for the applicable Base Rental Period. To the extent the amount directed to be deposited in the Bank Reimbursement Account pursuant to

Section 4.05(b) hereof is insufficient to make the transfers described in the preceding sentence, such amounts shall be transferred to such subaccounts on a Pro Rata Basis.

(d) The proceeds of any long-term bonds or certificates of participation fixed to maturity issued to pay such Redemption Price to such Owner on the Redemption Date shall be deposited in the applicable Refunding Proceeds Redemption Price Subaccount within the Commercial Paper Notes Payment Account and expended for the payment of the Redemption Price of the applicable Series of Callable Commercial Paper Notes upon redemption prior to maturity in accordance with the terms of this Trust Agreement.

(e) Amounts on deposit in the accounts of the Issuing and Paying Agent Fund shall be expended as follows:

(i) On the maturity date of any Commercial Paper Note or Redemption Date of any Callable Commercial Paper Note, as applicable:

(A) the Issuing and Paying Agent shall apply moneys on deposit in the Commercial Paper Notes Payment Account to the payment of principal and interest, if any, on such maturing Commercial Paper Notes or accrued interest on the applicable Series of Callable Commercial Paper Notes upon redemption prior to maturity in accordance with the terms of this Trust Agreement, and from the subaccounts with respect to such Series of Commercial Paper Notes within such Commercial Paper Notes Payment Account in the following order: first, from the applicable Credit Facility Proceeds Subaccount, second, from the applicable Commercial Paper Note Proceeds Subaccount (based on such Series of Commercial Paper Notes and whether such Commercial Paper Notes are Tax Exempt Governmental Commercial Paper Notes, Tax Exempt 501(c)(3) Commercial Paper Notes or Taxable Commercial Paper Notes) and third, from the applicable Base Rental Payment Subaccount; and

(B) the Issuing and Paying Agent shall apply moneys on deposit in the subaccount within the Bank Reimbursement Account with respect to such Series of Commercial Paper Notes that have been deposited pursuant to Section 4.01(a) or 4.06(c) hereof to reimburse the related LC Bank for Advances made to pay the principal of and interest on such Series of Commercial Paper Notes or accrued interest on such Series of Commercial Paper Notes upon redemption prior to maturity.

(ii) On the date any payment is due under any Revolving Note:

(A) the Issuing and Paying Agent shall apply moneys on deposit in the subaccount of the Bank Reimbursement Account with respect to such Series of Revolving Note to the payment of the interest and principal then due and payable with respect to such Revolving Note in accordance with its terms and the related Reimbursement Agreement;

(B) subject to clause (C) below, if after application of all moneys on deposit in such subaccount of the Bank Reimbursement Account, any interest or

principal then due with respect to such Revolving Note remains due and payable, the Issuing and Paying Agent shall transfer from the Commercial Paper Notes Base Rental Subaccount an amount which equals the interest and principal then due and payable with respect to such Revolving Note, for payment of interest and principal in accordance with the terms of such Revolving Note and the related Reimbursement Agreement; and

(C) if the interest or principal under one or more Revolving Notes are due and payable on such date and amounts in the subaccounts of the Bank Reimbursement Account are insufficient to pay all interest and principal then due and payable under all Revolving Notes, then the amounts in the Commercial Paper Notes Base Rental Subaccount shall be paid on a Pro Rata Basis, first, to the payment of accrued and unpaid interest then due and payable and, second, to the payment of principal then due and payable, in each case, under all Revolving Notes.

(iii) On the Redemption Date of any Callable Commercial Paper Note, the Issuing and Paying Agent shall apply moneys on deposit in the following subaccounts in the following order: first, from the applicable Refunding Proceeds Redemption Price Subaccount within the Commercial Paper Notes Payment Account with respect to such Series of Commercial Paper Notes and second, from the applicable Commercial Paper Note Proceeds Subaccount within the Commercial Paper Notes Payment Account (based on such Series of Commercial Paper Notes and whether such Commercial Paper Notes are Tax Exempt Governmental Commercial Paper Notes, Tax Exempt 501(c)(3) Commercial Paper Notes or Taxable Commercial Paper Notes), to the payment of the Redemption Price of such Callable Commercial Paper Note in accordance with the terms of this Trust Agreement.

(f) Any proceeds of the sale of any Series of Commercial Paper Notes deposited in any subaccount of the Bank Reimbursement Account pursuant to Section 4.01(a) hereof may be transferred to the applicable Commercial Paper Note Proceeds Subaccount to the extent necessary for the immediate payment of interest payments past due and then for immediate payment of principal payments past due according to the tenor of the related Commercial Paper Notes.

Section 4.07. Establishment and Application of Earnings Fund.

(a) The Trustee shall establish, maintain and hold in trust a special fund separate from any other fund or account established and maintained hereunder designated as the "Earnings Fund." The Earnings Fund shall be maintained by the Trustee until the Trustee receives written notification from a County Representative that it be closed. The Trustee shall establish and maintain in the Earnings Fund two separate accounts each designated as follows: the "Investment Earnings Account" and the "Excess Earnings Account." Within each of the Investment Earnings Account and Excess Earnings Account, the Trustee shall establish an investment earnings subaccount and an excess earnings subaccount for each corresponding Tax Exempt Governmental Project Subaccount created pursuant to Section 4.04 hereof (each an "**Investment Earnings Subaccount**" and an "**Excess Earnings Subaccount**", respectively). All

moneys in each of the Investment Earnings Account and the Excess Earnings Account shall be held by the Trustee in trust and shall be kept separate and apart from all other funds and moneys held by the Trustee.

(b) All Investment Earnings on amounts on deposit in any Excess Earnings Subaccount in the Excess Earnings Account of the Earnings Fund shall be retained therein.

(c) There shall be deposited into each Investment Earnings Subaccount in the Investment Earnings Account and each Excess Earnings Subaccount in the Excess Earnings Account amounts required to be deposited therein pursuant to the provisions of this Trust Agreement and as directed by notice in writing given by a County Representative in accordance with the Tax Certificates.

(d) Amounts on deposit in each Investment Earnings Subaccount in the Investment Earnings Account shall be transferred to the corresponding Excess Earnings Subaccount in the Excess Earnings Account pursuant to the written instructions from a County Representative in accordance with the provisions of the Tax Certificates. Upon such transfer, and prior to the payment of all Project Costs relating to the corresponding issuance of Tax Exempt Lease Revenue Obligations, any amount remaining in any Investment Earnings Subaccount in the Investment Earnings Account or any amount on deposit in any Excess Earnings Subaccount in the Excess Earnings Account corresponding to the Tax Exempt Governmental Project Subaccount which exceeds the amount required to be maintained therein shall be transferred by the Trustee to the Project Fund. Following payment of all Project Costs from the corresponding Tax Exempt Governmental Project Subaccount as certified by the County in accordance with Section 4.04 hereof, any such remaining amounts in the corresponding Investment Earnings Subaccount or the corresponding Excess Earnings Subaccount shall be transferred to the Bank Reimbursement Account of the Issuing and Paying Agent Fund and applied as provided therein. Except as set forth in the preceding sentence, amounts on deposit in the Excess Earnings Account shall only be applied to payments made to the United States in accordance with written instructions of a County Representative.

Section 4.08. Costs of Issuance Fund. There is hereby established in trust a special fund designated the "Costs of Issuance Fund," which shall be held by the Trustee and which shall be kept separate and apart from all other funds and moneys held by the Trustee. In connection with the issuance of the Lease Revenue Obligations, there shall be deposited in the Costs of Issuance Fund that portion of the proceeds of the Lease Revenue Obligations required to be deposited therein pursuant to Sections 4.01(b) and 4.03 hereof and such other amounts as specified by the County. The Trustee shall disburse money from the Costs of Issuance Fund on such dates and in such amounts as are necessary to pay Costs of Issuance, in each case, promptly after receipt of, and in accordance with, a written payment request of a County Representative in the form attached hereto as Exhibit D, together with invoices therefor. Pending such expenditure, moneys in said fund may be invested at the direction of the County Representative in Qualified Investments subject to any investment and other limitations contained in the Tax Certificates. Any income received from such investments shall be deposited, as received, into the Investment Earnings Account of the Earnings Fund and applied as provided therein. Any moneys remaining in the Costs of Issuance Fund six (6) months following the initial date of deposit of such moneys therein, shall be transferred to the Project Fund and applied as provided therein.

Section 4.09. Surplus. Subject to the limitations contained in the Tax Certificates, after (a) payment or provision for payment of all amounts due with respect to the Lease Revenue Obligations and the payment of all other amounts payable under each Credit Provider Agreement, and payment of all fees and expenses of the Issuing and Paying Agent and the Trustee, and (b) the transfer of any additional amounts required to be deposited into the Excess Earnings Account of the Earnings Fund pursuant to the written instructions from a County Representative in accordance with Section 4.07 hereof and the Tax Certificates, any amounts remaining in any of the funds or accounts established hereunder (other than in the Excess Earnings Account of the Earnings Fund) and not required for such purposes shall after payment of any amounts due to the Trustee be remitted to the County and used for any lawful purpose.

Section 4.10. Additional Rental. In the event the Trustee receives Additional Rental pursuant to the Sublease, such Additional Rental shall be applied by the Trustee solely to the payment of any amounts in respect of which such Additional Rental was received and shall not be commingled in any way with any other funds received by the Trustee pursuant to the Sublease or this Trust Agreement.

Section 4.11. Repair or Replacement; Application of Insurance Proceeds and Condemnation Awards. If any portion of the Property shall be damaged or destroyed, or shall be taken by eminent domain proceedings, 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 in accordance with the provisions of this Section 4.11.

The proceeds of any insurance (other than any rental interruption or workers' compensation insurance), including the proceeds of any self-insurance or of any condemnation award, received on account of any damage, destruction or taking of the Property or portion thereof shall as soon as possible be deposited with the Trustee and be held by the Trustee in a special account which it shall establish upon such deposit and made available for and, to the extent necessary, shall be applied to the cost of repair or replacement of the Property or affected portion thereof upon receipt of a written request of a County Representative. Pending such application, such proceeds shall be invested by the Trustee solely at the written direction of a County Representative, in Qualified Investments that mature not later than such times moneys are expected to be needed to pay such costs of repair or replacement.

Notwithstanding the foregoing, a County Representative shall, within 90 days of the occurrence of the event of damage, destruction or taking, notify the Trustee in writing of whether the County intends to replace or repair the Property or the portions of the Property which were damaged or destroyed. If the County elects 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.

[In the event of damage, destruction or taking results in an abatement of Rental Payments pursuant to Section 3.5 of the Sublease, the County shall be required either to (i) apply sufficient funds from the insurance proceeds, condemnation award and other legally available funds, if any, to the replacement or repair of any Component which has been damaged, destroyed

or taken, or (ii) apply sufficient funds from the insurance proceeds, condemnation award and other legally available funds, if any, to the payment and retirement of Outstanding Lease Revenue Obligations and payment to the Credit Providers of all obligations payable under the Credit Provider Agreements which would have been payable from that portion of the Base Rental payments which are abated as a result of the damage, destruction or taking, such that the resulting Base Rental payments on the unaffected portions of the Property payable pursuant to the Sublease in any Base Rental Period following such payment are sufficient to pay in such Base Rental Period the principal of and interest on an aggregate principal amount of Lease Revenue Obligations Outstanding equal to the Maximum Principal Amount (as modified after giving effect to the termination of this Sublease with respect to such damaged, destroyed or taken Component pursuant to Section 5.1 or 6.1 of the Sublease, as applicable, and after the corresponding adjustment to Maximum Base Rental for each Base Rental Period during the remainder of the term of the Sublease), to the extent due and payable in such Base Rental Period, immediately after such payment. Any amounts received by the Trustee under this Section 4.11 in excess of the amount needed to either repair or replace a damaged, destroyed or taken portion of the Property or pay Outstanding Lease Revenue Obligations as hereinabove provided shall be transferred to the County.]

Section 4.12. 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 Corporation and the County (i) determine that the title defect giving rise to such proceeds has not materially affected the use and possession of the Property and will not result in any abatement of Rental Payments payable by the County under the Sublease, and (ii) have provided the Trustee with written evidence of such determination, such proceeds shall be remitted to the County.

(b) [If the Corporation and the County determine that such title defect will result in an abatement of Rental Payments payable by the County under the Sublease, then the Trustee shall immediately deposit such amounts in a special account and apply such amounts to the payment or prepayment in full of all the Outstanding Lease Revenue Obligations or all of those Outstanding Lease Revenue Obligations which would have been payable from that portion of the Base Rental payments which are abated as a result of such title defect, such that the resulting Base Rental payments on the unaffected portions of the Property payable pursuant to the Sublease in any Base Rental Period following such payment or prepayment are sufficient to pay in such Base Rental Period the principal of and interest on an aggregate principal amount of Lease Revenue Obligations Outstanding equal to the Maximum Principal Amount (as modified to disregard the Property subject to such title defect and after the corresponding adjustment to Maximum Base Rental for each Base Rental Period during the remainder of the term of the Sublease), to the extent due and payable in such Base Rental Period, after such payment or prepayment.]

Section 4.13. Application of Amounts After Default by County. All damages or other payments received by the Trustee from the enforcement of any rights and powers of the Trustee under Section 12 of the Sublease, after a default by the County thereunder or hereunder, shall, after payment of all reasonable fees and expenses of the Trustee related to the enforcement of remedies, including without limitation, the reasonable fees and expenses of its attorneys, be

deposited into the Base Rental Account of the Issuing and Paying Agent Fund and applied in the manner specified herein.

Section 4.14. Held in Trust. The moneys and investments held by the Trustee hereunder are irrevocably held in trust for the purposes herein specified, and such moneys and investments, and any income or interest earned thereon, shall be expended only as provided herein, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of (i) the Corporation, (ii) the County, (iii) the Trustee, (iv) any Owner, or (v) any beneficial owner of Lease Revenue Obligations.

Section 4.15. Investments Authorized. Except as otherwise provided herein, moneys held by the Trustee in any fund or account hereunder shall be invested by the Trustee in Qualified Investments pending application as provided herein, solely at the written direction of a County Representative, shall be registered in the name of the Trustee where applicable, as Trustee, and shall be held by the Trustee. The County shall direct the Trustee prior to 12:00 p.m. Pacific time on the last Business Day before the date on which a Qualified Investment matures or is redeemed as to the reinvestment of the proceeds thereof. In the absence of such direction, the Trustee shall invest in Qualified Investments described in clause (d) of the definition thereof. Moneys held in any fund or account hereunder may be commingled for purposes of investment only. All Investment Earnings on amounts on deposit in the each fund, account and subaccount established and to be established from time to time hereunder shall remain in such funds, accounts and subaccounts, except that all Investment Earnings on amounts on deposit in each Tax Exempt Governmental Project Subaccount and in each Tax Exempt 501(c)(3) Project Subaccount shall be transferred to a corresponding Investment Earnings Subaccount created pursuant to Section 4.07(a) hereof.

The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 4.15, provided that the Trustee has given prior notice to the County of its intent to do so. The Trustee may act as agent in the making or disposing of any investment.

The Trustee or any of its affiliates may act as agent, sponsor or advisor in connection with any investment made by the Trustee hereunder.

For the purpose of determining the amount in any fund or account hereunder all Qualified Investments shall be valued on June 30 of each year at the cost thereof (or more frequently as directed in writing by the County or as required in the definition of Qualified Investments with respect to certain Qualified Investments). The Trustee may sell at the best price obtainable, or present for redemption, any Qualified Investment purchased by the Trustee whenever it shall be necessary in order to provide money to meet any required payment, transfer, withdrawal or disbursement from any fund or account hereunder, and the Trustee shall not be liable or responsible for any loss resulting from such investment or sale, except any loss resulting from its own negligence or willful misconduct.

Section 4.16. Reports. The Trustee shall furnish monthly to the Corporation a report, which may be its customary account statements, of all investments made by the Trustee and of all amounts on deposit in each fund and account maintained hereunder.

Section 4.17. Limited Obligation of Lease Revenue Obligations. The Lease Revenue Obligations are special limited obligations of the Corporation and principal thereof and interest thereon are payable solely from the Pledged Property as provided herein, and the Corporation is not obligated to pay such principal or interest except from the Pledged Property.

ARTICLE V

THE TRUSTEE

Section 5.01. Compensation and Indemnification of Trustee. The Corporation shall from time to time, on demand, pay to the Trustee reasonable compensation for its services and shall reimburse the Trustee for all its advances and expenditures, including, but not limited to, advances to and fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder. To the extent palliated by law, compensation and reimbursement to the Trustee shall not be limited by any statutory provisions which limit compensation to trustees of express trusts.

To the extent permitted by law, the Corporation further covenants and agrees to indemnify and save the Trustee and its authorized officers, directors, agents and employees, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability, but excluding any and all losses, expenses and liabilities which are due to the gross negligence or willful misconduct of the Trustee, its officers, directors, agents or employees.

Notwithstanding any other provision of this Trust Agreement, the provisions of this Section 5.01 shall survive the satisfaction and discharge of this Trust Agreement or the appointment of a successor trustee.

Section 5.02. Removal of Trustee. The Corporation at the written direction of the County, at any time, provided no Event of Default has occurred and is continuing, or the Owners of a majority in aggregate principal amount of all Lease Revenue Obligations then Outstanding at any time may by written request for any reason, remove the Trustee and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall be a bank or trust company having (or be a member of a bank holding company system with a bank holding company which has) a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000 and shall be subject to supervision or examination by federal or state banking authorities. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 5.02 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus set forth in its most recent report of condition so published. Any removal of the Trustee shall become effective upon acceptance of appointment by the successor Trustee.

Section 5.03. Resignation of Trustee. The Trustee or any successor may at any time resign by giving written notice to the Corporation and the County and by giving mailed

notice to the Owners of its intention to resign and of the proposed date of resignation, subject to acceptance of appointment by a successor Trustee.

Upon receiving such notice of resignation, the Corporation shall, at the direction of the County, promptly appoint a successor Trustee by an instrument in writing; *provided however*, that in the event the Corporation fails to appoint a successor Trustee within 30 days following receipt of such written notice of resignation, the resigning Trustee may petition the appropriate court having jurisdiction to appoint a successor. Anything herein to the contrary notwithstanding, any resignation of the Trustee shall become effective only upon acceptance of appointment by the successor Trustee.

Any successor Trustee approved by the Corporation, the County or any court shall satisfy the qualifications set forth in Section 5.02 hereof.

Section 5.04. Merger or Consolidation. Any company into which the Trustee 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 Trustee may sell or transfer all or substantially all of its corporate trust business (provided such company is eligible under Section 5.02 hereof), shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 5.05. Protection and Rights of the Trustee. The Trustee shall, prior to an Event of Default, and after the curing or waiving of all events of default which may have occurred, perform such duties and only such duties as are 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 the Trustee shall 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. The Trustee shall be protected and shall incur no liability in acting upon or processing in good faith any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee may consult with counsel, who may or may not be counsel to the Corporation or the County, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith reliance thereon.

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 written direction of the Owners of not less than a majority in aggregate principal amount of the Lease Revenue Obligations at the time Outstanding or the Required Credit Providers relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or relating to the exercise of any trust or power conferred upon the Trustee under this Trust Agreement.

Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Lease Revenue Obligations, or as to the existence of a default or Event of Default thereunder.

Whenever in the administration of its duties under 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, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by a certificate of an Authorized Representative and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement in good faith reliance thereon, 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.

The Trustee may become an Owner or a pledgee of any Lease Revenue Obligations with the same rights it would have if it were not the Trustee; may acquire and dispose of bonds or other evidences of indebtedness of the Corporation and enforce its rights as owner thereof to the same extent as if it were not the Trustee; and may act as a 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 in aggregate principal amount of the Lease Revenue Obligations then Outstanding.

The recitals, statements and representations by the Corporation contained in this Trust Agreement or in the Lease Revenue Obligations shall be taken and construed as made by and on the part of the Corporation and not by the Trustee. and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any such recital, statement or representation.

The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents or receivers, and shall be entitled to advice of counsel concerning all matters of trust and concerning its duties hereunder.

No provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder or in the exercise of any of its rights or powers if the repayment of such funds, or adequate indemnity against such risk or liability, is not reasonably assured to it. Notwithstanding anything to the contrary in this Section 5.05, to the extent the Trustee is required under this Trust Agreement to take actions to pay Outstanding Lease Revenue Obligations, the Trustee shall do so without requiring indemnity.

Every provision of this Trust Agreement, the Sublease and any other document related to the Lease Revenue Obligations relating to the conduct or liability of the Trustee shall be subject to the provisions of this Trust Agreement, including without limitation, this Article.

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

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

The Trustee makes no representation or warranty, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the County or the Corporation of the Property or any portion thereof, or any other representation or warranty with respect to the Property or any portion thereof. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with this Trust Agreement, the Sublease or the Site Lease or the existence, furnishing or functioning of the Property or the County's use of the Property.

Before taking any action under Article IX hereof 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 reasonable fees and expenses, including those of its attorneys and advisors, and protect it against all liability it may incur.

The Trustee shall not be responsible for any information in, or the content of any offering memorandum or other document prepared in connection with the Lease Revenue Obligations.

Section 5.06. Trustee to Act as Set Forth Herein. The Trustee has the power to receive, to hold in accordance with the terms hereof and to disburse the money to be paid pursuant to the Sublease and this Trust Agreement. The Trustee has no power to vary, alter or substitute the Sublease or the corpus of any trust created hereby or pursuant to the Sublease or this Trust Agreement at any time, except as specifically authorized herein.

ARTICLE VI

THE ISSUING AND PAYING AGENT

Section 6.01. Duties, Immunities and Liabilities of Issuing and Paying Agent.

(a) The Corporation hereby appoints Deutsche Bank National Trust Company, as the Issuing and Paying Agent. The Issuing and Paying Agent shall perform such duties and only such duties as are specifically set forth herein and in the Issuing and Paying Agent Agreement and exercise such of the rights and powers vested in it herein and therein, 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.

(b) The Corporation may remove the Issuing and Paying Agent at any time unless an Event of Default shall have occurred and then be continuing, and shall remove the Issuing and Paying Agent if at any time the Issuing and Paying Agent shall cease to be eligible in accordance with subsection (e) of this Section 6.01, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Issuing and Paying Agent or its property shall be appointed, or any public officer shall take control or charge of the Issuing and Paying Agent 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 Issuing and Paying Agent, and thereupon shall appoint a successor Issuing and Paying Agent by an instrument in writing.

(c) The Issuing and Paying Agent may at any time resign by giving written notice of such resignation to the Corporation. Upon receiving such notice of resignation, the Corporation shall promptly appoint a successor Issuing and Paying Agent by an instrument in writing.

(d) Notwithstanding the provisions of Section 6.01(c) hereof, the Issuing and Paying Agent shall not be relieved of its duties hereunder until its successor Issuing and Paying Agent has accepted its appointment and assumed the duties of Issuing and Paying Agent hereunder. Any removal or resignation of the Issuing and Paying Agent and appointment of a successor Issuing and Paying Agent shall become effective upon acceptance of appointment by the successor Issuing and Paying Agent; *provided however*, that such acceptance shall only become effective upon the transfer to, and the acceptance by, the successor Issuing and Paying Agent of the Credit Facility in accordance with its terms. Any successor Issuing and Paying Agent appointed under this Trust Agreement shall signify its acceptance of such appointment by executing and delivering to the Corporation and to its predecessor Issuing and Paying Agent a written acceptance thereof, and thereupon such successor Issuing and Paying Agent, without any further act, deed or conveyance, shall become vested with all duties and obligations of such predecessor Issuing and Paying Agent, with like effect as if originally named Issuing and Paying Agent herein; but, nevertheless at the request of the successor Issuing and Paying Agent, such predecessor Issuing and Paying Agent 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 Issuing and Paying Agent all the powers of such predecessor Issuing and Paying Agent and shall pay over, transfer, assign and deliver to the successor Issuing and Paying Agent any money or other property subject to the conditions herein set forth. Upon request of the successor Issuing and Paying Agent, the Corporation shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Issuing and Paying Agent all such moneys, properties, rights, powers, duties and obligations.

(e) The Issuing and Paying Agent and any successor Issuing and Paying Agent shall be a trust company or bank having the powers of a trust company having its principal corporate trust office in Los Angeles or Santa Ana, California, having a combined capital and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state banking authorities. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Issuing and Paying Agent shall cease to be eligible in accordance with the provisions of this subsection 6.01(e), the Issuing and Paying Agent shall resign immediately in the manner and with the effect specified in this Section 6.01.

(f) Any rights of, or amounts due to, the Issuing and Paying Agent shall be subordinate to the interests of the Owners.

(g) The Issuing and Paying Agent shall perform such duties and only such duties as are specifically set forth in this Trust Agreement. The Issuing and Paying Agent shall 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. The Issuing and Paying Agent shall be protected and shall incur no liability in acting upon or processing in good faith any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Issuing and Paying Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Issuing and Paying Agent may consult with counsel, who may or may not be counsel to the Corporation or the County, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith reliance thereon.

Except as otherwise expressly provided herein, the Issuing and Paying Agent shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Commercial Paper Notes, or as to the existence of a default or Event of Default thereunder.

The Issuing and Paying Agent may become an Owner or a pledgee of any Commercial Paper Notes with the same rights it would have if it were not the Issuing and Paying Agent; may acquire and dispose of bonds or other evidences of indebtedness of the Corporation and enforce its rights as owner thereof to the same extent as if it were not the Issuing and Paying Agent; and may act as a 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 of Lease Revenue Obligations, whether or not such committee shall represent the Owners of a majority in aggregate principal amount of the Lease Revenue Obligations then Outstanding.

The recitals, statements and representations by the Corporation contained in this Trust Agreement or in the Lease Revenue Obligations shall be taken and construed as made by and on the part of the Corporation and not by the Issuing and Paying Agent, and the Issuing and Paying Agent does not assume, and shall not have, any responsibility or obligation for the correctness of any such recital, statement or representation.

The Issuing and Paying Agent may execute any powers hereof and perform the duties required of it hereunder by or through attorneys, agents or receivers, and shall be entitled to advice of counsel concerning its duties hereunder.

No provision of this Trust Agreement shall require the Issuing and Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder or in the exercise of any of its rights or powers if the repayment of such funds, or adequate indemnity against such risk or liability, is not reasonably assured to it.

Notwithstanding anything to the contrary in this Section 6.01(g), to the extent the Issuing and Paying Agent is required to draw on the Credit Facility or take other actions under this Trust Agreement to pay Outstanding Notes, the Issuing and Paying Agent shall do so without requiring indemnity.

Every provision of this Trust Agreement, the Sublease and any other document related to the Commercial Paper Notes relating to the conduct or liability of the Issuing and Paying Agent shall be subject to the provisions of this Trust Agreement, including without limitation, this Article.

In acting as Issuing and Paying Agent hereunder, the Issuing and Paying Agent acts solely in its capacity as Issuing and Paying Agent hereunder and not in its individual or personal capacity, and all Persons, including without limitation the Owners, the Corporation and the County, having any claim against the Issuing and Paying Agent shall look only to the funds and accounts held by the Issuing and Paying Agent hereunder for payment, except as otherwise provided herein. Under no circumstances shall the Issuing and Paying Agent be liable in its individual or personal capacity for the obligations evidenced by the Commercial Paper Notes.

The Issuing and Paying Agent makes no representation or warranty, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the County or the Corporation of the Property or any portion thereof, or any other representation or warranty with respect to the Property or any portion thereof. In no event shall the Issuing and Paying Agent be liable for incidental, indirect, special or consequential damages in connection with this Trust Agreement, the Sublease or the Site Lease or the existence, furnishing or functioning of the Property or the County's use of the Property.

The Issuing and Paying Agent shall not be responsible for any information in, or the content of any offering memorandum or other document prepared in connection with the Commercial Paper Notes.

Section 6.02. Merger or Consolidation. Any company into which the Issuing and Paying 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 Issuing and Paying Agent may sell or transfer all or substantially all of its corporate trust business (provided such company shall be eligible under subsection (e) of Section 6.01) shall be the successor to such Issuing and Paying Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 6.03. Right of Issuing and Paying Agent to Rely Upon Documents. The Issuing and Paying Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond 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 Issuing and Paying Agent may consult with counsel, who may be counsel of or to the Corporation, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Issuing and Paying Agent shall not be bound to recognize any Person as the Owner of a Commercial Paper Note unless and until such Commercial Paper Note is submitted for inspection, if required, and his or her title thereto is satisfactorily established, if disputed.

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

Section 6.04. Preservation and Inspection of Documents. The Issuing and Paying Agent shall at all times keep, or cause to be kept, proper books of record and account prepared in accordance with trust accounting standards, in which complete and accurate entries shall be made of all transactions relating to the receipt, investment, disbursement, allocation and application of the proceeds of the Commercial Paper Notes. Such books of record and account shall be available for inspection by the Corporation, any LC Bank and any Owner of Commercial Paper Notes, or his agent or representative duly authorized in writing, at reasonable hours, and under reasonable circumstances.

ARTICLE VII

COVENANTS

Section 7.01. Limitation on Issuance of Commercial Paper Notes. The Corporation covenants and agrees that it shall not issue any Commercial Paper Notes of a Series with a maturity later than five days prior to the expiration or termination of the related Credit Facility unless the Corporation shall have arranged for an Alternate Credit Facility with respect to such Series pursuant to Section 7.02 hereof.

Section 7.02. Maintenance of Credit Facilities for Commercial Paper Notes. The Corporation covenants and agrees that at all times while Commercial Paper Notes of a Series remain Outstanding, it will maintain a Credit Facility supporting payment of the Commercial Paper Notes of such Series with an available amount thereunder such that, assuming that all then Outstanding Commercial Paper Notes of such Series were to become due and payable immediately thereof, the amount available to be drawn under the applicable Credit Facility would be sufficient to pay all the principal and interest, including interest that would become due and payable at the stated maturity of Commercial Paper Notes of such Series; *provided however*, that the Corporation may in accordance with the terms of each Reimbursement Agreement replace the related Credit Facility upon five days prior written notice to the Dealer or Dealers of such Series, the Trustee and the Issuing and Paying Agent (such notice to the Trustee including a written direction from the Corporation to the Trustee to immediately disseminate notice of the replacement of a Credit Facility to the respective Owners thereof) so long as the replacement of a Credit Facility shall not result in (a) a withdrawal by Moody's or S&P of the then-current short-

term ratings on the Commercial Paper Notes of such Series or (b) a downgrade by Moody's or S&P of the then-current short-term ratings on the Commercial Paper Notes of such Series; provided, further, that the Corporation may replace the related Credit Facility without compliance with the rating requirement of the preceding proviso if such replacement is made on any date that all Outstanding Commercial Paper Notes of such Series mature or are defeased pursuant to the provisions of Section 11.03 hereof or are redeemed prior to maturity pursuant to Section 2.16 hereof. Prior to the effective date of an Alternate Credit Facility for Commercial Paper Notes of a Series, the Credit Facility being replaced by such Alternate Credit Facility shall remain in effect until all such Commercial Paper Notes of such Series are paid in full or defeased pursuant to the provisions of Section 11.03 hereof or are redeemed prior to maturity pursuant to Section 2.16 hereof and the Issuing and Paying Agent shall draw on such Credit Facility being replaced (and not upon any Alternate Credit Facility replacing such Credit Facility then in effect) as needed to pay the principal of and interest on such Commercial Paper Notes of such Series upon the maturity thereof or accrued interest on all then Outstanding Callable Commercial Paper Notes of such Series upon redemption prior to maturity, but no such draw shall be required for any of such Commercial Paper Notes of such Series defeased pursuant to the provisions of Section 11.03 hereof. No Commercial Paper Note of such Series shall be issued if, immediately after the issuance thereof and the application of any proceeds thereof to retire other Commercial Paper Notes of such Series, the aggregate principal amount of all Commercial Paper Notes of such Series plus the aggregate amount of all interest that would become due and payable at the stated maturity of all Commercial Paper Notes of such Series, would exceed the amount available to be drawn under the Credit Facility supporting payment of Commercial Paper Notes of such Series. In furtherance of the foregoing covenant, the Corporation agrees that it will not issue any Commercial Paper Notes of any Series which will result in a violation of such covenant, will not amend any Credit Facility in a manner which will cause a violation of such covenant and, if and to the extent necessary to maintain compliance with such covenant, will arrange for an Alternate Credit Facility prior to, or contemporaneously with, the expiration or termination of such Credit Facility.

Section 7.03. Punctual Payment. The Corporation will punctually pay or cause to be paid the principal of and interest on the Lease Revenue Obligations (but only from the sources pledged herein), in conformity with the Lease Revenue Obligations, this Trust Agreement and each Reimbursement Agreement.

Section 7.04. Tax Exempt Lease Revenue Obligations to Remain Tax Exempt. In order to maintain the exclusion from gross income of the interest on the Tax Exempt Lease Revenue Obligations for federal income tax purposes, an Authorized Representative shall make all calculations relating to any rebate of excess investment earnings on the proceeds of the Tax Exempt Lease Revenue Obligations due to the United States Treasury in a reasonable and prudent fashion and shall segregate and set aside lawfully available amounts as may be required to be paid to the United States Treasury, and otherwise shall at all times do and perform all acts and things within its power and authority known to it to be necessary to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code. In furtherance of this covenant, the Corporation agrees to comply with the Tax Certificates, as it may be amended from time to time, as a source of guidance for compliance with such provisions. The Trustee hereby agrees to comply with any instructions received from the Corporation which the Corporation indicates must be followed in order to comply with the Tax Certificates. This

covenant shall survive the payment in full of all Outstanding Tax Exempt Lease Revenue Obligations.

Notwithstanding any provision of this Section 7.04, if the Corporation and the Trustee shall receive an Opinion of Note Counsel to the effect that any action required under this Section 7.04 is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Tax Exempt Lease Revenue Obligations pursuant to Section 103 of the Code, the Corporation and the Trustee may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

Notwithstanding any other provision of this Trust Agreement to the contrary, upon the Corporation's failure to observe, or refusal to comply with, the foregoing covenant, no Person other than the Trustee or the Owners shall be entitled to exercise any right or remedy provided to the Owners under this Trust Agreement on the basis of the Corporation's failure to observe, or refusal to comply with the covenant.

Section 7.05. Notices to Rating Agencies. The Corporation hereby agrees to give immediate written notice to Moody's and Standard & Poor's of the occurrence of any of the following events:

- (a) the extension, renewal, expiration, termination or replacement of a Credit Facility pursuant to Section 7.02 hereof;
- (b) any material modification or amendment to this Trust Agreement, a Reimbursement Agreement or a Dealer Agreement;
- (c) the payment in full, or the defeasance under Section 11.03 hereof, of all Outstanding Lease Revenue Obligations of any Series; or
- (d) the replacement or substitution of, or the appointment of any successor to, the Trustee, the Issuing and Paying Agent or any Dealer.

Section 7.06. Corporation to Perform Pursuant to Sublease. The Corporation covenants and agrees with the Owners to perform all obligations and duties imposed under the Sublease and the Site Lease.

Section 7.07. Access to Books and Records. The Trustee shall at all times have access to those books and records of the Corporation which may be reasonably required by the Trustee to fulfill its duties and obligations hereunder.

Section 7.08. General. The Corporation shall do and perform or cause to be done and performed all respective acts and things required to be done or performed by or on behalf of the Corporation under the provisions of this Trust Agreement.

The Corporation warrants that upon the date of execution and delivery of any of the Lease Revenue Obligations, all conditions, acts and things required by law and this Trust Agreement to exist, to have happened and to have been performed precedent to and in the

execution and delivery of such Lease Revenue Obligations do exist, have happened and have been performed in respect of the Lease Revenue Obligations and the execution and delivery of such Lease Revenue Obligations shall comply in all respects with the applicable laws of the State.

Section 7.09. Performance. The Corporation shall faithfully observe all covenants and other provisions contained in this Trust Agreement, in each Lease Revenue Obligation executed and delivered hereunder, and in the Site Lease and the Sublease.

Section 7.10. Prosecution and Defense of Suits. The Corporation shall promptly take such action as may be necessary to cure any defect in the title to the Property or any part thereof, whether now existing or hereafter occurring, and shall prosecute and defend all such suits, actions and all other proceedings as may be appropriate for such purpose.

Section 7.11. Further Assurances. The Corporation will 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 Trust Agreement, and for the better assuring and confirming to the Owners the rights and benefits provided herein.

Section 7.12. Receipt and Deposit of Revenues in Lease Revenue Obligation Payment Fund. In order to carry out and effectuate the pledge, charge and lien contained herein, the Corporation agrees and covenants that all Base Rental and any proceeds of any rental interruption insurance when and as received shall be received by the Corporation in trust hereunder for the benefit of the Owners and the Credit Providers and shall be deposited when and as received by the Corporation in the Base Rental Account of the Lease Revenue Obligation Payment Fund. All Pledged Property shall be accounted for and applied in accordance with this Trust Agreement and the Corporation shall have no beneficial right or interest in any of the Pledged Property except as herein provided. All Pledged Property, whether received by the Corporation in trust or deposited with the Trustee as herein provided, shall nevertheless be allocated, applied and disbursed solely to the purposes and uses set forth herein, and shall be accounted for separately and apart from all other accounts, funds, moneys or other resources of the Corporation.

Section 7.13. Retirement of Lease Revenue Obligations. So long as any Notes are Outstanding, the Corporation shall cause the Dealers to retire and not remarket, renew or refinance Commercial Paper Notes in an aggregate principal amount equal to or in excess of the Pro Rata Share of the Required Principal Reduction Amount attributable to such Category no later than July 15 of each Base Rental Period, commencing July 15, 20[___]. So long as any Direct Placement Revolving Notes are Outstanding, the Corporation shall repay or prepay outstanding Advances evidenced by Direct Placement Revolving Notes in an amount not less than the Pro Rata Share of the Required Principal Reduction Amount attributable to such Category no later than July 15 of each Base Rental Period, commencing July 15, 20[___].

Section 7.14. File Debt Service Certificate--Additional Interest/Principal. If at any time during a Base Rental Period, the amount on deposit in the Base Rental Account, the Commercial Paper Notes Payment Account, the Direct Placement Revolving Notes Payment

Account and/or the Bank Reimbursement Account shall not be sufficient to pay the principal of and accrued interest on the Lease Revenue Obligations due and payable during such Base Rental Period and the Required Principal Reduction Amount for such Base Rental Period, the Corporation shall file with the County a Debt Service Certificate-Additional Interest/Principal with respect to such deficiency.

ARTICLE VIII

AMENDMENTS

Section 8.01. Amendments to Trust Agreement. This Trust Agreement and the rights and obligations of the Corporation and of the Owners of the Lease Revenue Obligations may be modified or amended at any time by a Supplemental Trust Agreement, which shall become binding upon execution by the parties hereto, without consent of any Lease Revenue Obligation Owner and to the extent permitted by law, but only for any one or more of the following purposes:

(a) to add to the covenants and agreements of the Corporation in this Trust Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or powers herein reserved to or conferred upon the Corporation so long as such limitation or surrender of such rights or powers shall not materially adversely affect the Owners of the Lease Revenue Obligations; or

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Trust Agreement, or in any other respect whatsoever as the Corporation may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not materially adversely affect the interests of the Owners of the Lease Revenue Obligations; or

(c) to amend any provision hereof relating to the Code, but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest on any of the Tax Exempt Lease Revenue Obligations under the Code, in the opinion of nationally recognized Note Counsel; or

(d) to amend any provision hereof relating to the authorization of the issuance of one or more Additional Series of Commercial Paper Notes pursuant to Section 2.14 hereof or Additional Series of Direct Placement Revolving Notes pursuant to Section 3.11 hereof (other than Section 2.14(g) or Section 3.11(d) hereof); or

(e) to amend any provision agreed to by the Corporation and the Trustee, so long as such amendment does not materially adversely affect the interests of the Owners of Lease Revenue Obligations.

Except as set forth in the preceding paragraph of this Section 8.01, this Trust Agreement and the rights and obligations of the Corporation and of the Owners of the Lease Revenue Obligations may only be modified, amended or supplemented by a Supplemental Trust Agreement which shall become binding when the written consent of the Owners of a majority in aggregate principal amount of the Lease Revenue Obligations then Outstanding are filed with the

Trustee; *provided* that if such modification, amendment or supplement will, by its terms, not take effect so long as any Lease Revenue Obligations of any particular maturity remain Outstanding, the consent of the Owner of such shall not be required and such Lease Revenue Obligations shall not be deemed to be Outstanding for the purpose of any calculation of Lease Revenue Obligations Outstanding under this Section.

Anything herein to the contrary notwithstanding, no such modification, amendment or supplement shall (i) extend the maturity of or reduce the interest rate on any Lease Revenue Obligation or otherwise alter or impair the obligation of the Corporation to pay the principal or interest at the time and place and at the rate and in the currency provided therein of any Lease Revenue Obligation without the express written consent of the Owner thereof, (ii) reduce the percentage of Lease Revenue Obligations required for the written consent to any such amendment or modification, (iii) modify any of the rights or obligations of the Trustee without its prior written consent thereto, or (iv) adversely affect the rights, interests, security or remedies of any Credit Provider without its prior written consent thereto.

So long as it has not failed to honor a properly presented and conforming drawing under the related Credit Facility, each LC Bank shall be deemed to be the Owner of Commercial Paper Notes of the Series for which it has issued a Credit Facility to support payment of such Series for the purpose of the provision of consents or any other action under this Article VIII; *provided, however*, that no LC Bank shall be deemed to be the Owner of Commercial Paper Notes for the purposes of consenting to a modification or amendment that extends the maturity of or reduces the interest rate on any Commercial Paper Note or otherwise alters or impairs the obligation of the Corporation to pay the principal or interest at the time and place and at the rate and in the currency provided therein of any Commercial Paper Note without the express written consent of the Owner of such Commercial Paper Note.

From and after the time any Supplemental Trust Agreement becomes effective pursuant to this Section 8.01, this Trust Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Outstanding Lease Revenue Obligations, as the case may be, 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 Supplemental Trust Agreement shall be deemed to be part of the terms and conditions of this Trust Agreement for any and all purposes.

The provisions of this Section 8.01 shall not prevent any Owner from accepting any amendment as to the particular Lease Revenue Obligation held by him, provided that due notation thereof is made on such Lease Revenue Obligation.

Section 8.02. Amendments to Site Lease and Sublease.

(a) The Site Lease and the Sublease may be amended in writing by agreement between the parties thereto as long as such amendment shall not (i) have a material adverse effect upon the Owners of Lease Revenue Obligations then Outstanding or (ii) adversely affect the rights, interests, security or remedies of any Credit Provider without the prior written consent of such Credit Provider; *provided* that if such amendment will, by its terms, not take effect so long

as any Lease Revenue Obligations of any particular maturity remain Outstanding, clause (i) above need not be complied with and such Lease Revenue Obligations shall not be deemed to be Outstanding for the purpose of any calculation of Lease Revenue Obligations Outstanding under this Section 8.02(a). The Site Lease and the Sublease may also be amended in writing by agreement between the parties thereto with the prior written consent of the Trustee and each Credit Provider to substitute other real property and/or improvements (the “**Substituted Property**”) for existing Property or to remove real property or improvements from the definition of Property upon compliance with all of the conditions set forth in subsection (b) below. After a substitution or removal, the part of the Property for which the substitution or removal has been effected shall be released from the leasehold under the Site Lease and the Sublease. The County may amend the Sublease and the Site Lease to add real property and/or improvements (the “**Additional Property**”) upon compliance with all of the conditions set forth in subsection (c) below.

(b) In addition to the requirements and conditions provided in subsection (a) above, no substitution or removal of Property shall occur until the County delivers to the Corporation, the Trustee and each Credit Provider the following:

(i) A written description of all or part of the Property to be released and, in the event of a substitution, a legal description of the Substituted Property to be substituted in its place;

(ii) A Certificate of the County (A) stating that the annual fair market rental value of the Property after such substitution or removal, in each Base Rental Period during the remaining term of the Sublease, is at least equal to the Maximum Base Rental set forth in an amended Exhibit B to the Sublease giving effect to such substitution or removal, as determined by the County on the basis of an appraisal of the Property after said substitution or removal conducted by a qualified employee of the County; (B) showing that the aggregate principal amount of Lease Revenue Obligations Outstanding is less than or equal to the Maximum Principal Amount (as modified after giving effect to such substitution or removal and the corresponding adjustment to Maximum Base Rental for each Base Rental Period during the remainder of the term of the Sublease); (C) demonstrating that the useful life of the Property after substitution or removal equals or exceeds the remaining term of the Sublease after giving effect to the modifications to Exhibit B to the Sublease resulting from such substitution or removal; and (D) stating that the Property remaining after such substitution or removal is as essential to the operations of the County as was the Property immediately prior to such substitution or removal;

(iii) An opinion of Note Counsel to the effect that the amendments to the Sublease and to the Site Lease contemplating substitution or removal have been duly authorized, executed and delivered and constitute the valid and binding obligations of the County and the Corporation enforceable in accordance with their terms;

(iv) (A) In the event of a substitution, a title insurance policy in an amount such that the total title insurance on the Property in favor of the Trustee is not less than the sum of the amount of Outstanding Lease Revenue Obligations and amounts payable

to the Credit Providers under the Credit Provider Agreements insuring the County's leasehold interest in the substituted Property (except any portion thereof which is not real property) subject only to Permitted Encumbrances and such other encumbrances as would be permitted by Section 4.3(d) of the Sublease, together with an endorsement thereto making said policy payable to the Trustee for the benefit of the Owners of the Lease Revenue Obligations and (B) in the event of a partial removal, evidence that the title insurance in effect immediately prior thereto is not affected;

(v) An opinion of Note Counsel that the substitution or removal does not cause the interest on the Tax Exempt Lease Revenue Obligations to be includable in gross income of the Owners thereof for federal income tax purposes;

(vi) Evidence that the County has complied with the insurance covenants contained in the Sublease with respect to the Substituted Property; and

(vii) Evidence that the substitution or removal, in and of itself, has not or will not cause a downgrade or withdrawal of the then existing credit ratings on the Commercial Paper Notes.

(c) In addition to the requirements and conditions provided in subsection (a) above, no addition of Property shall occur until the County delivers to the Corporation, the Trustee and each Credit Provider the following:

(i) Executed amendments or supplements to the Site Lease and the Sublease setting forth, among other things, a written, legal description of the Additional Property, the term of the Site Lease and Sublease for the Additional Property, and, in the case of the Sublease, a schedule setting forth the Base Rental for the Additional Property;

(ii) An opinion of Note Counsel to the effect that the amendments or supplements to the Sublease and to the Site Lease contemplating the addition of Additional Property have been duly authorized, executed and delivered and constitute the valid and binding obligations of the County and the Corporation enforceable in accordance with their terms;

(iii) An opinion of Note Counsel that the addition of Additional Property does not cause the interest on the Tax Exempt Lease Revenue Obligations to be includable in gross income of the Owners thereof for federal income tax purposes; and

(iv) Evidence that the County has complied with the insurance covenants contained in the Sublease with respect to the Additional Property.

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01. Events of Default Defined. The following shall be "Events of Default" under this Trust Agreement and the terms "Events of Default" and "default" shall mean, whenever they are used in this Trust Agreement, any one or more of the following events:

(a) If default shall be made in the due and punctual payment of principal and interest on any Lease Revenue Obligation when and as the same shall become due and payable.

(b) An event of default shall have occurred under Section 12.1 of the Sublease.

(c) Failure by the Corporation to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Trust Agreement, the Sublease, and the Site Lease, other than such failure as may constitute an Event of Default under clause (a) of this Section 9.01, for a period of 120 days after written notice specifying such failure and requesting that it be remedied has been given to the Corporation by the Trustee or to the Corporation and the Trustee by the Owners of not less than a majority in aggregate principal amount of Lease Revenue Obligations then Outstanding or if the failure stated in the notice cannot be corrected within such 120-day period, then the Corporation shall fail to institute corrective action within such 120-day period and diligently pursue the same to completion.

(d) The Corporation or the County shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of, or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) admit in writing its inability generally to pay its debts as they become due or (vii) take action for the purpose of effecting any of the foregoing;

(e) An involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of the Corporation or the County, or of a substantial part of their respective property, under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law or (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar official for the Corporation or the County or for a substantial part of their respective property, and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall continue unstayed and in effect for 30 days; or

(f) The Trustee receives written notice from any Credit Provider of the occurrence of an "event of default" under the related Credit Provider Agreement.

Section 9.02. Notice of Events of Default. In the event the Corporation or the County is in default, the Trustee shall give notice of such default to the Owners of Lease Revenue Obligations, the Credit Providers, and to Moody's and S&P. Such notice shall state that the Corporation or the County is in default and shall provide a brief description of such default. The Trustee in its discretion may withhold notice if it deems it in the best interests of the Owners. The notice provided for in this Section 9.02 shall be given by first-class mail, postage prepaid, to the Owners within 30 days of such occurrence of default.

Section 9.03. Remedies on Default.

(a) Upon the occurrence and continuance of any event of default specified in Sections 12.1 of the Sublease, the Trustee shall, at the written direction of the Required Credit Providers or upon the occurrence and continuance of any Event of Default specified in Section 12.1 of the Sublease, the Trustee may, with the written consent of the Required Credit Providers, proceed (and upon written request of the Required Credit Providers shall proceed) to exercise the remedies set forth in Section 12.2 of the Sublease or available to the Trustee hereunder.

(b) In addition to the remedies set forth in Section 9.03(a) and upon the occurrence and continuance of any Event of Default specified in Section 9.01(b) hereof, the Trustee may, and shall, upon written request of the Required Credit Providers, proceed to protect and enforce the rights vested in Owners by this Trust Agreement by appropriate judicial proceedings or proceedings the Trustee deems most effectual. The provisions of this Trust Agreement and all resolutions or orders in the proceedings for the issuance of the Lease Revenue Obligations shall constitute a contract with the Owners of the Lease Revenue Obligations and the Credit Providers, and such contract may be enforced by any Owner of Lease Revenue Obligations or any Credit Providers by mandamus, injunction or other applicable legal action, suit, proceeding or other remedy.

(c) Upon an Event of Default and prior to the curing thereof, the Trustee shall exercise the rights and remedies vested in it by this Trust Agreement with the same degree of care and skill as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(d) Anything herein to the contrary notwithstanding, the Credit Providers may enter into a written agreement among the Credit Providers appointing one of such Credit Providers to act on their behalf (a "Credit Provider Agent") in connection with any direction or consent provided for in this Article IX, and in such event any such direction or consent of such Credit Provider Agent shall constitute the direction or consent of the Credit Providers under this Article IX.

Section 9.04. Application of Revenues and Other Funds After Default. All amounts received by the Trustee pursuant to any right given or action taken by the Trustee under the provisions of this Trust Agreement and any other funds held by the Trustee shall be applied by the Trustee in the following order:

First, to the payment of the fees, costs and expenses of the Trustee incurred in the performance of its duties and the exercise of any remedies, including any amounts owed to it pursuant to Section 5.01, including reasonable compensation to its agents, attorneys and counsel; and

Second, to the payment of the whole amount of interest on and principal of the Lease Revenue Obligations then due and unpaid, with interest on overdue installments of principal and interest to the extent permitted by law at the lesser of the rate of interest payable on the Lease Revenue Obligations or the maximum rate permitted by law, *provided however*, that in

the event such amounts shall be insufficient to pay in full the full amount of such interest and principal, then such amounts shall be applied in the following order of priority:

(a) *first*, to the payment of all installments of interest on the Lease Revenue Obligations then due and unpaid, on a Pro Rata Basis in the event that the available amounts are insufficient to pay all such interest in full,

(b) *second*, to the payment of all installments of principal of the Lease Revenue Obligations then due and unpaid, on a Pro Rata Basis in the event that the available amounts are insufficient to pay all such principal in full,

(c) *third*, to the payment of interest on overdue installments of principal and interest, on a Pro Rata Basis in the event that the available amounts are insufficient to pay all such interest in full.

Section 9.05. Lease Revenue Obligations Not Subject to Acceleration. The Lease Revenue Obligations are not subject to acceleration and upon the occurrence of an Event of Default, none of the Trustee, the Issuing and Paying Agent, the Credit Providers, any Owner or any other Person may accelerate the maturity of any of the Lease Revenue Obligations.

Section 9.06. Collection of Base Rental Payments. The Trustee shall take any appropriate action to cause the County to pay any Base Rental payment not paid when due, upon written request and authorization by the Credit Providers or, if applicable the Owners of a majority in aggregate principal amount of the Lease Revenue Obligations then Outstanding and unpaid, and upon being satisfactorily indemnified against any expense and liability with respect thereto and receiving payment for its fees and expenses.

Section 9.07. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Trust Agreement and the Sublease, or now or hereafter existing at law or in equity, except as expressly waived herein or therein. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee, the Credit Providers or the Owners to exercise any remedy reserved to it or them, it shall not be necessary to give any notice other than such notice as may be required in this Article IX or by law.

Section 9.08. No Additional Waiver Implied by One Waiver. In the event any provision contained in this Trust Agreement should be breached by a party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.09. Action by Owners. In the event the Trustee fails to take any action to eliminate an event of default under Section 12 of the Sublease or Event of Default hereunder, the Owners of a majority in aggregate principal amount of Lease Revenue Obligations then Outstanding may institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any right under the Sublease and this Trust Agreement, but only if the Credit Providers or, if applicable, such Owners shall have first made written request of the

Trustee after the right to exercise such powers or right of action shall have arisen, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted therein or otherwise granted by law or to institute such action, suit or proceeding in its name, and unless, also, the Trustee shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time.

Section 9.10. Opinion of Counsel. Before being required to take any action pursuant to this Article IX, the Trustee may require an opinion of counsel acceptable to the Trustee, which opinion shall be made available to the Corporation and the County upon request, which counsel may or may not be counsel to the Corporation or Note Counsel with regard to legal questions.

ARTICLE X

LIMITATION OF LIABILITY

Section 10.01. No Liability of Corporation for Trustee Performance. The Corporation shall not have any obligation or liability to any of the other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement, including the distribution of principal and interest to the Owners.

Section 10.02. No Liability of Trustee or Issuing and Paying Agent for Base Rental Payments by County. Except as provided herein, neither the Trustee nor the Issuing and Paying Agent shall have any obligation or liability to the Owners with respect to the payment of the Base Rental by the County when due, or with respect to the performance by the County of any other covenant made by it in the Sublease.

Section 10.03. No Liability of County Except as Stated. Except for (i) the payment of Base Rental and Additional Rental when due in accordance with the terms of the Sublease, and (ii) the performance by the County of its obligations and duties as set forth in the Site Lease, the Sublease and this Trust Agreement, the County shall have no obligation or liability to the Trustee, the Issuing and Paying Agent or the Owners.

Section 10.04. Limited Liability of Trustee and Issuing and Paying Agent. The Trustee and the Issuing and Paying Agent shall not have any obligation or responsibility for providing information to the Owners concerning the investment quality of the Lease Revenue Obligations, for the sufficiency or collection of any Base Rental or for the actions or representations of any other party to this Trust Agreement. The Trustee and the Issuing and Paying Agent shall not have any obligation or liability to any of the other parties hereto or to the Owners with respect to the failure or refusal of any other party hereto to perform any covenant or agreement made by it under this Trust Agreement, the Site Lease, or the Sublease, but each shall be responsible solely for the performance of the duties expressly imposed upon it hereunder. The recitals of facts, covenants and agreements contained herein and in the Lease Revenue Obligations shall be taken as statements, covenants and agreements of the Corporation and each of the Trustee and Issuing and Paying Agent assumes no responsibility for the correctness of the same and makes no representation as to the validity or sufficiency of this Trust Agreement, the

Site Lease, the Sublease or the Lease Revenue Obligations, or as to the value of or title to the Property, and shall not incur any responsibility in respect thereof, other than in connection with the duties or obligations herein assigned to or imposed upon it.

Section 10.05. Limitation of Rights; Third Party Beneficiaries. Nothing in this Trust Agreement or in the Lease Revenue Obligations expressed or implied is intended or shall be construed to give any Person other than the County, the Trustee, the Issuing and Paying Agent, the Corporation and the Owners any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the County, the Trustee, the Issuing and Paying Agent, the Corporation and such Owners. Notwithstanding the foregoing, each Credit Provider shall be an express third party beneficiary of this Trust Agreement.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Records. Until three years following the full payment of principal and interest due with respect to the Lease Revenue Obligations, each of the Trustee and the Issuing and Paying Agent shall keep complete and accurate records of all money received and disbursed under this Trust Agreement, which records shall be available for inspection by the Corporation and by any Owner, or the agent of any of them, at reasonable times during regular business hours and upon reasonable prior written notice.

Section 11.02. Notices. All notices, requests, demands and other communications under this Trust Agreement by any Person shall be in writing (unless otherwise specified herein) and shall be sufficiently given on the date of service if served personally upon the Person to whom notice is to be given or on receipt if sent by telex or other telecommunication facility or courier or if mailed by registered or certified mail, postage prepaid, and properly addressed as follows:

(a) if to the County, to the County of Los Angeles; 432 Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012, Attention: Treasurer and Tax Collector, with a copy to the County Counsel;

(b) if to the Trustee, Deutsche Bank National Trust Company, 1761 E. Saint Andrew Place, Santa Ana, California 92705, Attention: Trust and Securities Services (Municipal Group);

(c) if to the Issuing and Paying Agent, Deutsche Bank National Trust Company, 1761 E. Saint Andrew Place, Santa Ana, California 92705, Attention: Trust and Securities Services (Municipal Group);

(d) if to the Corporation, to the Los Angeles County Capital Asset Leasing Corporation, 432 Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012, Attention: Treasurer and Tax Collector, with a copy to the County Counsel;

(e) if to the Credit Providers, at their respective addresses set forth in their respective Credit Provider Agreements;

(f) if to the Rating Agencies, to Standard & Poor's Ratings Group, 55 Water Street, New York, New York 10041, Attention: [_____] and to Moody's Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, Attention: [_____]; and

(g) if to any Owner of Commercial Paper Notes, to its address as indicated in the records of the Depository, the Nominee or the Issuing and Paying Agent or if to any Owner of Direct Placement Revolving Notes, to its address as indicated in the records of the Trustee;

or to such other address or addresses as any such Person shall have designated to the others by notice given in accordance with the provisions of this Section 11.02.

Section 11.03. Defeasance. If, when all or any portion of the Lease Revenue Obligations shall have become due and payable in accordance with their terms or otherwise as provided in this Trust Agreement, the entire principal and interest so due and payable upon said Lease Revenue Obligations shall be paid, or if at or prior to the date said Lease Revenue Obligations have become due and payable, sufficient moneys or noncallable, nonprepayable, direct obligations of, or obligations guaranteed by, the United States of America, the principal of and interest on which will provide sufficient moneys for such payment, shall be held in trust by the Trustee and provision shall also be made for paying all other sums payable hereunder by the Trustee or the Corporation with respect to said Lease Revenue Obligations, the pledge herein created with respect to said Lease Revenue Obligations shall thereupon cease, terminate and become discharged and said Lease Revenue Obligations shall no longer be deemed Outstanding for purposes of this Trust Agreement and all the provisions of this Trust Agreement, including all covenants, agreements, liens and pledges made herein, shall be deemed duly discharged, satisfied and released with respect to said Lease Revenue Obligations.

Section 11.04. Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 11.05. Partial Invalidity. Any provision of this Trust Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Trust Agreement.

Section 11.06. Binding Effect; Successors. This Trust Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the Owners and their respective successors and assigns. Whenever in this Trust Agreement any party is named or referred to, such reference shall be deemed to include such party's successors or assigns, and all covenants and agreements contained in this Trust Agreement by or on behalf of any party hereto shall bind and inure to the benefit of such party's successors and assigns whether so expressed or not.

Section 11.07. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 11.08. Headings. The headings or titles of the several Articles and Sections hereof, and the table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. Unless the context requires otherwise, all references herein to “Articles,” “Sections,” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement, and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section, subsection or clause hereof.

Section 11.09. LC Bank Consent. So long as it has not failed to honor a properly presented and conforming drawing under the related Credit Facility, each LC Bank shall be deemed to be the Owner of Commercial Paper Notes of the Series for which it has issued a Credit Facility to support payment of such Series for the purpose of the provision of consents and any other action of an Owner of such Commercial Paper Notes under this Trust Agreement, subject to the limitations set forth in Section 8.01 hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Trust Agreement effective the date first above written.

LOS ANGELES COUNTY CAPITAL ASSET
LEASING CORPORATION

By: _____
Authorized Representative

ATTEST:

By: _____
[Assistant Secretary]

DEUTSCHE BANK NATIONAL TRUST
COMPANY, as Trustee

By: _____
Title: _____

By: _____
Title: _____

EXHIBIT A-1

FORM OF TAX EXEMPT GOVERNMENTAL COMMERCIAL PAPER NOTE

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
LEASE REVENUE OBLIGATION,
COMMERCIAL PAPER NOTE, SERIES ____
(TAX EXEMPT GOVERNMENTAL)**

No.: _____
Principal Amount: \$ _____
Interest to Maturity: _____
Due at Maturity: _____

Note Date: _____
Maturity Date: _____
Number of Days: _____
Interest Rate: _____ %

The Los Angeles County Capital Asset Leasing Corporation (the "Corporation"), a California nonprofit public benefit corporation, FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and hereinafter stated, to the order of the party specified above on the maturity date specified above, the principal sum specified above and to pay interest, if any, on said principal amount at said maturity date, from the above specified note date to said maturity date at the per annum interest rate shown above (computed on the basis of actual days elapsed and a 365-day or 366-day year); both principal and interest on this Note being payable in lawful money of the United States of America at the principal corporate office of the Issuing and Paying Agent executing the "Certificate of Authentication" endorsed hereon and appearing below, or its successor at the principal corporate office of such successor.

This Lease Revenue Obligation, Commercial Paper Note, Series __ (Tax Exempt Governmental) is one of a duly authorized issue of commercial paper notes of the Corporation (the "Tax Exempt Governmental Commercial Paper Notes"), all of which, together with the Revolving Note described below, have been issued pursuant to that certain Second Amended and Restated Trust Agreement, dated as of April 1, 2013 (as amended, supplemented and modified from time to time, the "Trust Agreement"), by and between the Los Angeles County Capital Asset Leasing Corporation (the "Corporation") and Deutsche Bank National Trust Company, as trustee (the "Trustee"), for the purpose of financing Project Costs of the Tax Exempt Governmental Projects (each as defined in the Trust Agreement), to refinance, renew or refund the Notes (as defined in the Trust Agreement) issued pursuant to the provisions of the Trust Agreement, to pay the Redemption Price of the applicable Series of Callable Commercial Paper Notes and to pay accrued interest on the applicable Series of Callable Commercial Paper Notes upon redemption prior to maturity.

If this Tax Exempt Governmental Commercial Paper Note has been designated as a Callable Commercial Paper Note under the Trust Agreement, this Tax Exempt Governmental Commercial Paper Note is subject to optional redemption prior to maturity as provided in the Trust Agreement. Such Redemption Price shall be payable to the registered Owner of this Tax Exempt Governmental Commercial Paper Note in accordance with the procedures set forth in the Trust Agreement, but solely from the following sources in the following order of priority: (i) to

the extent amounts sufficient to pay such Redemption Price have been deposited in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund with respect to such Series of Tax Exempt Governmental Commercial Paper Notes from the proceeds of any long-term bonds or certificates of participation fixed to maturity issued to pay such Redemption Price to such Owner on the Redemption Date, from such proceeds on deposit in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund; and (ii) the proceeds of the sale of any Commercial Paper Notes of the applicable Series.

Reference is hereby made to the Trust Agreement (a copy of which is on file at said principal corporate trust office of the Trustee) and all amendments and supplements thereto for a description of the rights thereunder of the bearers of the Tax Exempt Governmental Commercial Paper Notes, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and the Issuing and Paying Agent and of the rights and obligations of the Corporation thereunder, to all the provisions of which Trust Agreement the registered Owner of this Tax Exempt Governmental Commercial Paper Note, by acceptance hereof, assents and agrees. All capitalized terms herein not otherwise defined shall have the meaning ascribed to them in the Trust Agreement.

This Tax Exempt Governmental Commercial Paper Note of a Series, together with the other Lease Revenue Obligations, is payable from and equally secured by a lien on and pledge of all of the Corporation's right, title, and interest in and to: (i) the Site Lease; (ii) the Sublease (except for its right to payment of expenses of the Corporation under Section 3.1(g) of the Sublease, its right to indemnification under Section 11 of the Sublease and its right to receive notices under Section 15 of the Sublease) including the right to enforce remedies under the Sublease and all revenues, issues, income, rents, royalties, profits and receipts derived or to be derived by the Corporation from or attributable to the sublease of the Property to the County including all revenues attributable to the sublease of the Property or to the payment of the costs thereof received or to be received by the Corporation under the Sublease or any part thereof or any contractual arrangement with respect to the use of the Property, including the payment of Base Rental thereunder; (iii) the proceeds of any insurance, including the proceeds of any self-insurance covering loss relating to the Property; (iv) all amounts on hand from time to time in the funds and accounts established hereunder (other than the Excess Earnings Account of the Earnings Fund); (v) all proceeds of rental interruption insurance policies, if any, carried with respect to the Property pursuant to the Sublease or in accordance with the Trust Agreement; and (vi) any additional moneys or amounts that may from time to time, by delivery or by writing of any kind, be subjected to the lien hereof by the Corporation or by anyone on its behalf, subject only to the provisions of the Trust Agreement, the Site Lease and the Sublease.

This Tax Exempt Governmental Commercial Paper Note shall not be entitled to any benefit under the Trust Agreement, or become valid or obligatory for any other purpose, until the Issuing and Paying Agent shall have authenticated the same by manual signature.

This Tax Exempt Governmental Commercial Paper Note, together with the other Lease Revenue Obligations, is payable solely from the sources hereinabove identified securing the payment thereof and the Lease Revenue Obligations do not constitute a legal or equitable

pledge, charge, lien or encumbrance upon any other property of the Corporation. The registered owner shall never have the right to demand payment of this obligation from any sources or properties of the Corporation except as identified above.

It is hereby certified and recited that all acts, conditions and things required by law and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Tax Exempt Governmental Commercial Paper Note, do exist, have happened and have been performed in regular and in due time, form and manner as required by the Constitution and laws of the State of California; and that issuance of this Tax Exempt Governmental Commercial Paper Note, together with all other indebtedness of the Corporation, is within every debt and other limit prescribed by the Constitution and laws of the State of California, and is not in excess of the amount of Lease Revenue Obligations permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the Los Angeles County Capital Asset Leasing Corporation has caused this Tax Exempt Governmental Commercial Paper Note to be executed in its name by its duly authorized representatives and its official seal to be imprinted hereon, and has caused this Tax Exempt Governmental Commercial Paper Note to be dated the Note Date set forth above.

By: _____
Authorized Representative

ATTEST:

By: _____
[Assistant Secretary]

**ISSUING AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

This Tax Exempt Governmental Commercial Paper Note is one of the Tax Exempt Governmental Commercial Paper Notes delivered pursuant to the within mentioned Trust Agreement.

DEUTSCHE BANK NATIONAL TRUST
COMPANY, as Issuing and Paying Agent

By: _____
Authorized Signatory

EXHIBIT A-2

FORM OF TAX EXEMPT 501(C)(3) COMMERCIAL PAPER NOTE

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
LEASE REVENUE OBLIGATION,
COMMERCIAL PAPER NOTE, SERIES ____
(TAX EXEMPT 501(C)(3))**

No.: _____
Principal Amount: \$ _____
Interest to Maturity: _____
Due at Maturity: _____

Note Date: _____
Maturity Date: _____
Number of Days: _____
Interest Rate: _____ %

The Los Angeles County Capital Asset Leasing Corporation (the "Corporation"), a California nonprofit public benefit corporation, FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and hereinafter stated, to the order of the party specified above on the maturity date specified above, the principal sum specified above and to pay interest, if any, on said principal amount at said maturity date, from the above specified note date to said maturity date at the per annum interest rate shown above (computed on the basis of actual days elapsed and a 365-day or 366-day year); both principal and interest on this Note being payable in lawful money of the United States of America at the principal corporate office of the Issuing and Paying Agent executing the "Certificate of Authentication" endorsed hereon and appearing below, or its successor at the principal corporate office of such successor.

This Lease Revenue Obligation, Commercial Paper Note, Series __ (Tax Exempt 501(c)(3)) is one of a duly authorized issue of commercial paper notes of the Corporation (the "Tax Exempt 501(c)(3) Commercial Paper Notes"), all of which, together with the Revolving Note described below, have been issued pursuant to that certain Second Amended and Restated Trust Agreement, dated as of April 1, 2013 (as amended, supplemented and modified from time to time, the "Trust Agreement"), by and between the Los Angeles County Capital Asset Leasing Corporation (the "Corporation") and Deutsche Bank National Trust Company, as trustee (the "Trustee"), for the purpose of financing Project Costs of the Tax Exempt 501(c)(3) Projects (each as defined in the Trust Agreement), to refinance, renew or refund the Notes (as defined in the Trust Agreement) issued pursuant to the provisions of the Trust Agreement, to pay the Redemption Price of the applicable Series of Callable Commercial Paper Notes and to pay accrued interest on the applicable Series of Callable Commercial Paper Notes upon redemption prior to maturity.

If this Tax Exempt 501(c)(3) Commercial Paper Note has been designated as a Callable Commercial Paper Note under the Trust Agreement, this Tax Exempt 501(c)(3) Commercial Paper Note is subject to optional redemption prior to maturity as provided in the Trust Agreement. Such Redemption Price shall be payable to the registered Owner of this Tax Exempt 501(c)(3) Commercial Paper Note in accordance with the procedures set forth in the Trust Agreement, but solely from the following sources in the following order of priority: (i) to

the extent amounts sufficient to pay such Redemption Price have been deposited in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund with respect to such Series of Tax Exempt 501(c)(3) Commercial Paper Notes from the proceeds of any long-term bonds or certificates of participation fixed to maturity issued to pay such Redemption Price to such Owner on the Redemption Date, from such proceeds on deposit in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund; and (ii) the proceeds of the sale of any Commercial Paper Notes of the applicable Series.

Reference is hereby made to the Trust Agreement (a copy of which is on file at said principal corporate trust office of the Trustee) and all amendments and supplements thereto for a description of the rights thereunder of the bearers of the Tax Exempt 501(c)(3) Commercial Paper Notes, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and the Issuing and Paying Agent and of the rights and obligations of the Corporation thereunder, to all the provisions of which Trust Agreement the registered Owner of this Tax Exempt 501(c)(3) Commercial Paper Note, by acceptance hereof, assents and agrees. All capitalized terms herein not otherwise defined shall have the meaning ascribed to them in the Trust Agreement.

This Tax Exempt 501(c)(3) Commercial Paper Note of a Series, together with the other Lease Revenue Obligations, is payable from and equally secured by a lien on and pledge of all of the Corporation's right, title, and interest in and to: (i) the Site Lease; (ii) the Sublease (except for its right to payment of expenses of the Corporation under Section 3.1(g) of the Sublease, its right to indemnification under Section 11 of the Sublease and its right to receive notices under Section 15 of the Sublease) including the right to enforce remedies under the Sublease and all revenues, issues, income, rents, royalties, profits and receipts derived or to be derived by the Corporation from or attributable to the sublease of the Property to the County including all revenues attributable to the sublease of the Property or to the payment of the costs thereof received or to be received by the Corporation under the Sublease or any part thereof or any contractual arrangement with respect to the use of the Property, including the payment of Base Rental thereunder; (iii) the proceeds of any insurance, including the proceeds of any self-insurance covering loss relating to the Property; (iv) all amounts on hand from time to time in the funds and accounts established hereunder (other than the Excess Earnings Account of the Earnings Fund); (v) all proceeds of rental interruption insurance policies, if any, carried with respect to the Property pursuant to the Sublease or in accordance with the Trust Agreement; and (vi) any additional moneys or amounts that may from time to time, by delivery or by writing of any kind, be subjected to the lien hereof by the Corporation or by anyone on its behalf, subject only to the provisions of the Trust Agreement, the Site Lease and the Sublease.

This Tax Exempt 501(c)(3) Commercial Paper Note shall not be entitled to any benefit under the Trust Agreement, or become valid or obligatory for any other purpose, until the Issuing and Paying Agent shall have authenticated the same by manual signature.

This Tax Exempt 501(c)(3) Commercial Paper Note, together with the other Lease Revenue Obligations, is payable solely from the sources hereinabove identified securing the payment thereof and the Lease Revenue Obligations do not constitute a legal or equitable

pledge, charge, lien or encumbrance upon any other property of the Corporation. The registered owner shall never have the right to demand payment of this obligation from any sources or properties of the Corporation except as identified above.

It is hereby certified and recited that all acts, conditions and things required by law and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Tax Exempt 501(c)(3) Commercial Paper Note, do exist, have happened and have been performed in regular and in due time, form and manner as required by the Constitution and laws of the State of California; and that issuance of this Tax Exempt 501(c)(3) Commercial Paper Note, together with all other indebtedness of the Corporation, is within every debt and other limit prescribed by the Constitution and laws of the State of California, and is not in excess of the amount of Lease Revenue Obligations permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the Los Angeles County Capital Asset Leasing Corporation has caused this Tax Exempt 501(c)(3) Commercial Paper Note to be executed in its name by its duly authorized representatives and its official seal to be imprinted hereon, and has caused this Tax Exempt 501(c)(3) Commercial Paper Note to be dated the Note Date set forth above.

By: _____
Authorized Representative

ATTEST:

By: _____
[Assistant Secretary]

**ISSUING AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

This Tax Exempt 501(c)(3) Commercial Paper Note is one of the Tax Exempt 501(c)(3) Commercial Paper Notes delivered pursuant to the within mentioned Trust Agreement.

DEUTSCHE BANK NATIONAL TRUST
COMPANY, as Issuing and Paying Agent

By: _____
Authorized Signatory

EXHIBIT A-3

FORM OF TAXABLE COMMERCIAL PAPER NOTE

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
LEASE REVENUE OBLIGATION,
COMMERCIAL PAPER NOTE, SERIES _____
(TAXABLE)**

No.: _____
Principal Amount: \$ _____
Interest to Maturity: _____
Due at Maturity: _____

Note Date: _____
Maturity Date: _____
Number of Days: _____
Interest Rate: _____ %

The Los Angeles County Capital Asset Leasing Corporation (the "Corporation"), a California nonprofit public benefit corporation, FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and hereinafter stated, to the order of the party specified above on the maturity date specified above, the principal sum specified above and to pay interest, if any, on said principal amount at said maturity date, from the above specified note date to said maturity date at the per annum interest rate shown above (computed on the basis of actual days elapsed and a 365-day or 366-day year); both principal and interest on this Note being payable in lawful money of the United States of America at the principal corporate office of the Issuing and Paying Agent executing the "Certificate of Authentication" endorsed hereon and appearing below, or its successor at the principal corporate office of such successor.

This Lease Revenue Obligation, Commercial Paper Note, Series _____ (Taxable") is one of a duly authorized issue of commercial paper notes of the Corporation (the "Taxable Commercial Paper Notes"), all of which have been issued pursuant to that certain Second Amended and Restated Trust Agreement, dated as of April 1, 2013 (as amended, supplemented and modified from time to time, the "Trust Agreement"), by and between the Los Angeles County Capital Asset Leasing Corporation (the "Corporation") and Deutsche Bank National Trust Company, as trustee (the "Trustee"), for the purpose of financing Project Costs (as defined in the Trust Agreement), to refinance, renew or refund the Notes (as defined in the Trust Agreement) issued pursuant to the provisions of the Trust Agreement, to pay the Redemption Price of the applicable Series of Callable Commercial Paper Notes and to pay accrued interest on the applicable Series of Callable Commercial Paper Notes upon redemption prior to maturity.

If this Taxable Commercial Paper Note has been designated as a Callable Commercial Paper Note under the Trust Agreement, this Taxable Commercial Paper Note is subject to optional redemption prior to maturity as provided in the Trust Agreement. Such Redemption Price shall be payable to the registered Owner of this Taxable Commercial Paper Note in accordance with the procedures set forth in the Trust Agreement, but solely from the following sources in the following order of priority: (i) to the extent amounts sufficient to pay such Redemption Price have been deposited in the applicable Refunding Proceeds Redemption

Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund with respect to the Series of this Taxable Commercial Paper Note from the proceeds of any long-term bonds or certificates of participation fixed to maturity issued to pay such Redemption Price to such Owner on the Redemption Date, from such proceeds on deposit in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund; and (ii) the proceeds of the sale of any Commercial Paper Notes of the applicable Series.

Reference is hereby made to the Trust Agreement (a copy of which is on file at said principal corporate trust office of the Trustee) and all amendments and supplements thereto for a description of the rights thereunder of the bearers of the Taxable Commercial Paper Notes, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and the Issuing and Paying Agent and of the rights and obligations of the Corporation thereunder, to all the provisions of which Trust Agreement the registered Owner of this Taxable Commercial Paper Note, by acceptance hereof, assents and agrees. All capitalized terms herein not otherwise defined shall have the meaning ascribed to them in the Trust Agreement.

This Taxable Commercial Paper Note, together with the other Lease Revenue Obligations, is payable from and equally secured by a lien on and pledge of all of the Corporation's right, title, and interest in and to: (i) the Site Lease; (ii) the Sublease (except for its right to payment of expenses of the Corporation under Section 3.1(g) of the Sublease, its right to indemnification under Section 11 of the Sublease and its right to receive notices under Section 15 of the Sublease) including the right to enforce remedies under the Sublease and all revenues, issues, income, rents, royalties, profits and receipts derived or to be derived by the Corporation from or attributable to the sublease of the Property to the County including all revenues attributable to the sublease of the Property or to the payment of the costs thereof received or to be received by the Corporation under the Sublease or any part thereof or any contractual arrangement with respect to the use of the Property, including the payment of Base Rental thereunder; (iii) the proceeds of any insurance, including the proceeds of any self-insurance covering loss relating to the Property; (iv) all amounts on hand from time to time in the funds and accounts established hereunder; (v) all proceeds of rental interruption insurance policies, if any, carried with respect to the Property pursuant to the Sublease or in accordance with the Trust Agreement; and (vi) any additional moneys or amounts that may from time to time, by delivery or by writing of any kind, be subjected to the lien hereof by the Corporation or by anyone on its behalf, subject only to the provisions of the Trust Agreement, the Site Lease and the Sublease.

This Taxable Commercial Paper Note shall not be entitled to any benefit under the Trust Agreement, or become valid or obligatory for any other purpose, until the Issuing and Paying Agent shall have authenticated the same by manual signature.

This Taxable Commercial Paper Note, together with the other Lease Revenue Obligations, is payable solely from the sources hereinabove identified securing the payment thereof and the Lease Revenue Obligations do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the Corporation. The registered owner shall never have the right to demand payment of this obligation from any sources or properties of the Corporation except as identified above.

It is hereby certified and recited that all acts, conditions and things required by law and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Taxable Commercial Paper Note, do exist, have happened and have been performed in regular and in due time, form and manner as required by the Constitution and laws of the State of California; and that issuance of this Taxable Commercial Paper Note, together with all other indebtedness of the Corporation, is within every debt and other limit prescribed by the Constitution and laws of the State of California, and is not in excess of the amount of Notes permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the Los Angeles County Capital Asset Leasing Corporation has caused this Taxable Commercial Paper Note to be executed in its name by its duly authorized representatives and its official seal to be imprinted hereon, and has caused this Taxable Commercial Paper Note to be dated the Note Date set forth above.

By: _____
Authorized Representative

ATTEST:

By: _____
[Assistant Secretary]

**ISSUING AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

This Taxable Commercial Paper Note is one of the Taxable Commercial Paper Notes delivered pursuant to the within mentioned Trust Agreement.

DEUTSCHE BANK NATIONAL TRUST
COMPANY, as Issuing and Paying Agent

By: _____
Authorized Signatory

EXHIBIT B-1

FORM OF TAX EXEMPT GOVERNMENTAL MASTER NOTE

MUNICIPAL COMMERCIAL PAPER - TECP MASTER NOTE

(Date of Issuance)

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION, a California nonprofit public benefit corporation (the "Corporation") FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and hereinafter stated, to the order of Cede & Co., as nominee of The Depository Trust Company, or to registered assigns, the principal amount of each portion of indebtedness represented by this Master Commercial Paper Note as identified in the records of DEUTSCHE BANK NATIONAL TRUST COMPANY (the "Issuing and Paying Agent") on the due date set forth in such records, together with unpaid interest thereon, if any, from the issuance date specified in such records at the per annum interest rate shown therein (computed on the basis of actual days elapsed and on a 365-day or 366-day year); both principal and interest of each portion of indebtedness represented by this Note being payable in lawful money of the United States of America by wire transfer at the principal corporate office of the Issuing and Paying Agent, or its successor, by wire transfer at the principal corporate office of such successor.

This Master Commercial Paper Note is one of a duly authorized issue of Lease Revenue Obligation Commercial Paper Notes, Series __ (Tax Exempt Governmental) of the Corporation (the "Tax Exempt Governmental Commercial Paper Notes"), all of which have been issued in pursuance of the laws and Constitution of the State of California and that certain Second Amended and Restated Trust Agreement dated as of April 1, 2013 by and between Deutsche Bank National Trust Company, as trustee (the "Trustee") and the Corporation (as amended, modified or otherwise supplemented, from time to time, the "Trust Agreement"), for the purpose of financing Project Costs (as defined in the Trust Agreement) of the Tax Exempt Governmental Projects, to refinance, renew or refund Notes (as defined in the Trust Agreement) issued pursuant to the provisions of the Trust Agreement, to pay the Redemption Price of the applicable Series of Callable Commercial Paper Notes and to pay accrued interest on the applicable Series of Callable Commercial Paper Notes upon redemption prior to maturity.

If any duly authorized issue of Tax Exempt Governmental Commercial Paper Notes has been designated as Callable Commercial Paper Notes under the Trust Agreement, such issue of Tax Exempt Governmental Commercial Paper Notes is subject to optional redemption prior to maturity as provided in the Trust Agreement. Such Redemption Price shall be payable to the registered Owner of such issue of Tax Exempt Governmental Commercial Paper Notes in accordance with the procedures set forth in the Trust Agreement, but solely from the following sources in the following order of priority: (i) to the extent amounts sufficient to pay such Redemption Price have been deposited in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying

Agent Fund with respect to such Series of Commercial Paper Notes from the proceeds of any long-term bonds or certificates of participation fixed to maturity issued to pay such Redemption Price to such Owner on the Redemption Date, from such proceeds on deposit in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund; and (ii) the proceeds of the sale of any Commercial Paper Notes of the applicable Series.

Reference is hereby made to the Trust Agreement (a copy of which is on file at said principal corporate trust office of the Trustee) and all supplements thereto for a description of the rights thereunder of the registered owners of the Tax Exempt Governmental Commercial Paper Notes, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and the Issuing and Paying Agent and of the rights and obligations of the Corporation thereunder, to all the provisions of which Trust Agreement the registered owner of this Master Commercial Paper Note, by acceptance hereof, assents and agrees. All capitalized terms herein not otherwise defined shall have the meaning ascribed to them in the Trust Agreement.

This Master Commercial Paper Note, together with the other Lease Revenue Obligations of the Corporation, is payable from and equally secured by a lien on and pledge of all of the Corporation's right, title, and interest in and to: (i) the Site Lease; (ii) the Sublease (except for its right to payment of expenses of the Corporation under Section 3.1(g) of the Sublease, its right to indemnification under Section 11 of the Sublease and its right to receive notices under Section 15 of the Sublease) including the right to enforce remedies under the Sublease and all revenues, issues, income, rents, royalties, profits and receipts derived or to be derived by the Corporation from or attributable to the sublease of the Property to the County including all revenues attributable to the sublease of the Property or to the payment of the costs thereof received or to be received by the Corporation under the Sublease or any part thereof or any contractual arrangement with respect to the use of the Property, including the payment of Base Rental thereunder; (iii) the proceeds of any insurance, including the proceeds of any self-insurance covering loss relating to the Property; (iv) all amounts on hand from time to time in the funds and accounts established hereunder (other than the Excess Earnings Account of the Earnings Fund); (v) all proceeds of rental interruption insurance policies, if any, carried with respect to the Property pursuant to the Sublease or in accordance with the Trust Agreement; and (vi) any additional moneys or amounts that may from time to time, by delivery or by writing of any kind, be subjected to the lien hereof by the Corporation or by anyone on its behalf, subject only to the provisions of the Trust Agreement, the Site Lease and the Sublease.

This Master Commercial Paper Note shall not be entitled to any benefit under the Trust Agreement, or become valid or obligatory for any other purpose, until the Issuing and Paying Agent shall have authenticated the same by manual signature.

This Master Commercial Paper Note, together with the other Commercial Paper Notes, is payable solely from the sources hereinabove identified securing the payment thereof and the Commercial Paper Notes do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the Corporation. The registered owner shall never have the right to demand payment of this obligation from any sources or properties of the Corporation except as identified above.

It is hereby certified and recited that all acts, conditions and things required by law and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Master Commercial Paper Note, do exist, have happened and have been performed in regular and in due time, form and manner as required by the Constitution and laws of the State of California; and that issuance of this Master Commercial Paper Note, together with all other indebtedness of the Corporation, is within every debt and other limit prescribed by the Constitution and laws of the State of California, and is not in excess of the amount of Notes permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the Los Angeles County Capital Asset Leasing Corporation has caused this Master Commercial Paper Note to be executed in its name by its duly authorized representatives and its official seal to be imprinted hereon, and has caused this Master Commercial Paper Note to be dated the Note Date set forth above.

By: _____
Authorized Representative

ATTEST:

By: _____
[Assistant Secretary]

**ISSUING AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

This Master Commercial Paper Note is one of the Tax Exempt Governmental Master Notes delivered pursuant to the within mentioned Trust Agreement.

DEUTSCHE BANK NATIONAL TRUST
COMPANY, as Issuing and Paying Agent

By: _____
Authorized Signatory

At the request of the registered owner, the Corporation shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Commercial Paper Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Commercial Paper Note.

EXHIBIT B-2

FORM OF TAX EXEMPT 501(C)(3) MASTER NOTE

MUNICIPAL COMMERCIAL PAPER - TECP MASTER NOTE

(Date of Issuance)

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION, a California nonprofit public benefit corporation (the "Corporation") FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and hereinafter stated, to the order of Cede & Co., as nominee of The Depository Trust Company, or to registered assigns, the principal amount of each portion of indebtedness represented by this Master Commercial Paper Note as identified in the records of DEUTSCHE BANK NATIONAL TRUST COMPANY (the "Issuing and Paying Agent") on the due date set forth in such records, together with unpaid interest thereon, if any, from the issuance date specified in such records at the per annum interest rate shown therein (computed on the basis of actual days elapsed and on a 365-day or 366-day year); both principal and interest of each portion of indebtedness represented by this Note being payable in lawful money of the United States of America by wire transfer at the principal corporate office of the Issuing and Paying Agent, or its successor, by wire transfer at the principal corporate office of such successor.

This Master Commercial Paper Note is one of a duly authorized issue of Lease Revenue Obligation Commercial Paper Notes, Series __ (Tax Exempt 501(c)(3)) of the Corporation (the "Tax Exempt 501(c)(3) Commercial Paper Notes"), all of which have been issued in pursuance of the laws and Constitution of the State of California and that certain Second Amended and Restated Trust Agreement dated as of April 1, 2013 by and between Deutsche Bank National Trust Company, as trustee (the "Trustee") and the Corporation (as amended, modified or otherwise supplemented, from time to time, the "Trust Agreement"), for the purpose of financing Project Costs (as defined in the Trust Agreement) of the Tax Exempt 501(c)(3) Projects, to refinance, renew or refund Notes (as defined in the Trust Agreement) issued pursuant to the provisions of the Trust Agreement, to pay the Redemption Price of the applicable Series of Callable Commercial Paper Notes and to pay accrued interest on the applicable Series of Callable Commercial Paper Notes upon redemption prior to maturity.

If any duly authorized issue of Tax Exempt 501(c)(3) Commercial Paper Notes has been designated as Callable Commercial Paper Notes under the Trust Agreement, such issue of Tax Exempt 501(c)(3) Commercial Paper Notes is subject to optional redemption prior to maturity as provided in the Trust Agreement. Such Redemption Price shall be payable to the registered Owner of such issue of Tax Exempt 501(c)(3) Commercial Paper Notes in accordance with the procedures set forth in the Trust Agreement, but solely from the following sources in the following order of priority: (i) to the extent amounts sufficient to pay such Redemption Price have been deposited in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund with

respect to such Series of Commercial Paper Notes from the proceeds of any long-term bonds or certificates of participation fixed to maturity issued to pay such Redemption Price to such Owner on the Redemption Date, from such proceeds on deposit in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund; and (ii) the proceeds of the sale of any Commercial Paper Notes of the applicable Series.

Reference is hereby made to the Trust Agreement (a copy of which is on file at said principal corporate trust office of the Trustee) and all supplements thereto for a description of the rights thereunder of the registered owners of the Tax Exempt 501(c)(3) Commercial Paper Notes, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and the Issuing and Paying Agent and of the rights and obligations of the Corporation thereunder, to all the provisions of which Trust Agreement the registered owner of this Master Commercial Paper Note, by acceptance hereof, assents and agrees. All capitalized terms herein not otherwise defined shall have the meaning ascribed to them in the Trust Agreement.

This Master Commercial Paper Note, together with the other Lease Revenue Obligations of the Corporation, is payable from and equally secured by a lien on and pledge of all of the Corporation's right, title, and interest in and to: (i) the Site Lease; (ii) the Sublease (except for its right to payment of expenses of the Corporation under Section 3.1(g) of the Sublease, its right to indemnification under Section 11 of the Sublease and its right to receive notices under Section 15 of the Sublease) including the right to enforce remedies under the Sublease and all revenues, issues, income, rents, royalties, profits and receipts derived or to be derived by the Corporation from or attributable to the sublease of the Property to the County including all revenues attributable to the sublease of the Property or to the payment of the costs thereof received or to be received by the Corporation under the Sublease or any part thereof or any contractual arrangement with respect to the use of the Property, including the payment of Base Rental thereunder; (iii) the proceeds of any insurance, including the proceeds of any self-insurance covering loss relating to the Property; (iv) all amounts on hand from time to time in the funds and accounts established hereunder (other than the Excess Earnings Account of the Earnings Fund); (v) all proceeds of rental interruption insurance policies, if any, carried with respect to the Property pursuant to the Sublease or in accordance with the Trust Agreement; and (vi) any additional moneys or amounts that may from time to time, by delivery or by writing of any kind, be subjected to the lien hereof by the Corporation or by anyone on its behalf, subject only to the provisions of the Trust Agreement, the Site Lease and the Sublease.

This Master Commercial Paper Note shall not be entitled to any benefit under the Trust Agreement, or become valid or obligatory for any other purpose, until the Issuing and Paying Agent shall have authenticated the same by manual signature.

This Master Commercial Paper Note, together with the other Commercial Paper Notes, is payable solely from the sources hereinabove identified securing the payment thereof and the Commercial Paper Notes do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the Corporation. The registered owner shall never have the right to demand payment of this obligation from any sources or properties of the Corporation except as identified above.

It is hereby certified and recited that all acts, conditions and things required by law and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Master Commercial Paper Note, do exist, have happened and have been performed in regular and in due time, form and manner as required by the Constitution and laws of the State of California; and that issuance of this Master Commercial Paper Note, together with all other indebtedness of the Corporation, is within every debt and other limit prescribed by the Constitution and laws of the State of California, and is not in excess of the amount of Notes permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the Los Angeles County Capital Asset Leasing Corporation has caused this Master Commercial Paper Note to be executed in its name by its duly authorized representatives and its official seal to be imprinted hereon, and has caused this Master Commercial Paper Note to be dated the Note Date set forth above.

By: _____
Authorized Representative

ATTEST:

By: _____
[Assistant Secretary]

**ISSUING AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

This Master Commercial Paper Note is one of the Tax Exempt 501(c)(3) Master Notes delivered pursuant to the within mentioned Trust Agreement.

DEUTSCHE BANK NATIONAL TRUST
COMPANY, as Issuing and Paying Agent

By: _____
Authorized Signatory

At the request of the registered owner, the Corporation shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Commercial Paper Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Commercial Paper Note.

EXHIBIT B-3

FORM OF MASTER COMMERCIAL PAPER NOTE (TAXABLE)

MUNICIPAL COMMERCIAL PAPER — TCP MASTER NOTE

(Date of Issuance)

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION, a California nonprofit public benefit corporation (the “Corporation”) FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and hereinafter stated, to the order of Cede & Co., as nominee of The Depository Trust Company, or to registered assigns, the principal amount of each portion of indebtedness represented by this Master Commercial Paper Note as identified in the records of DEUTSCHE BANK NATIONAL TRUST COMPANY (the “Issuing and Paying Agent”) on the due date set forth in such records, together with unpaid interest thereon, if any, from the issuance date specified in such records at the per annum interest rate shown therein (computed on the basis of actual days elapsed and on a 365-day or 366-day year); both principal and interest of each portion of indebtedness represented by this Note being payable in lawful money of the United States of America by wire transfer at the principal corporate office of the Issuing and Paying Agent, or its successor, by wire transfer at the principal corporate office of such successor.

This Master Commercial Paper Note, Series __ (Taxable) is one of a duly authorized issue of Lease Revenue Obligation Commercial Paper Notes, Series __ (Taxable) of the Corporation (the “Taxable Commercial Paper Notes”), all of which have been issued in pursuance of the laws and Constitution of the State of California and that certain Second Amended and Restated Trust Agreement dated as of April 1, 2013 by and between Deutsche Bank National Trust Company, as trustee (the “Trustee”) and the Corporation (as amended, modified or otherwise supplemented, from time to time, the “Trust Agreement”), for the purpose of financing Project Costs (as defined in the Trust Agreement), to refinance, renew or refund Notes (as defined in the Trust Agreement) issued pursuant to the provisions of the Trust Agreement, to pay the Redemption Price of the applicable Series of Callable Commercial Paper Notes and to pay accrued interest on the applicable Series of Callable Commercial Paper Notes upon redemption prior to maturity.

If any duly authorized issue of Taxable Commercial Paper Notes has been designated as Callable Commercial Paper Notes under the Trust Agreement, such issue of Taxable Commercial Paper Notes is subject to optional redemption prior to maturity as provided in the Trust Agreement. Such Redemption Price shall be payable to the registered Owner of such issue of Taxable Commercial Paper Notes in accordance with the procedures set forth in the Trust Agreement, but solely from the following sources in the following order of priority: (i) to the extent amounts sufficient to pay such Redemption Price have been deposited in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund with respect to such Series of Commercial Paper Notes from the proceeds of any long-term bonds or certificates of participation fixed to maturity issued to pay such Redemption Price to such Owner on the

Redemption Date, from such proceeds on deposit in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund; and (ii) the proceeds of the sale of any Commercial Paper Notes of the applicable Series.

Reference is hereby made to the Trust Agreement (a copy of which is on file at said principal corporate trust office of the Trustee) and all supplements thereto for a description of the rights thereunder of the registered owners of the Taxable Commercial Paper Notes, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and the Issuing and Paying Agent and of the rights and obligations of the Corporation thereunder, to all the provisions of which Trust Agreement the registered owner of this Master Commercial Paper Note, by acceptance hereof, assents and agrees. All capitalized terms herein not otherwise defined shall have the meaning ascribed to them in the Trust Agreement.

This Master Commercial Paper Note, together with the other Lease Revenue Obligations, is payable from and equally secured by a lien on and pledge of all of the Corporation's right, title, and interest in and to: (i) the Site Lease; (ii) the Sublease (except for its right to payment of expenses of the Corporation under Section 3.1(g) of the Sublease, its right to indemnification under Section 11 of the Sublease and its right to receive notices under Section 15 of the Sublease) including the right to enforce remedies under the Sublease and all revenues, issues, income, rents, royalties, profits and receipts derived or to be derived by the Corporation from or attributable to the sublease of the Property to the County including all revenues attributable to the sublease of the Property or to the payment of the costs thereof received or to be received by the Corporation under the Sublease or any part thereof or any contractual arrangement with respect to the use of the Property, including the payment of Base Rental thereunder; (iii) the proceeds of any insurance, including the proceeds of any self-insurance covering loss relating to the Property; (iv) all amounts on hand from time to time in the funds and accounts established hereunder; (v) all proceeds of rental interruption insurance policies, if any, carried with respect to the Property pursuant to the Sublease or in accordance with the Trust Agreement; and (vi) any additional moneys or amounts that may from time to time, by delivery or by writing of any kind, be subjected to the lien hereof by the Corporation or by anyone on its behalf, subject only to the provisions of the Trust Agreement, the Site Lease and the Sublease.

This Master Commercial Paper Note shall not be entitled to any benefit under the Trust Agreement, or become valid or obligatory for any other purpose, until the Issuing and Paying Agent shall have authenticated the same by manual signature.

This Master Commercial Paper Note, together with the other Commercial Paper Notes, is payable solely from the sources hereinabove identified securing the payment thereof and the Commercial Paper Notes do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the Corporation. The registered owner shall never have the right to demand payment of this obligation from any sources or properties of the Corporation except as identified above.

It is hereby certified and recited that all acts, conditions and things required by law and the Trust Agreement to exist, to have happened and to have been performed precedent to

and in the issuance of this Master Commercial Paper Note, do exist, have happened and have been performed in regular and in due time, form and manner as required by the Constitution and laws of the State of California; and that issuance of this Master Commercial Paper Note, together with all other indebtedness of the Corporation, is within every debt and other limit prescribed by the Constitution and laws of the State of California, and is not in excess of the amount of Notes permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the Los Angeles County Capital Asset Leasing Corporation has caused this Master Commercial Paper Note to be executed in its name by its duly authorized representatives and its official seal to be imprinted hereon, and has caused this Master Commercial Paper Note to be dated the Note Date set forth above.

By: _____
Authorized Representative

ATTEST:

By: _____
[Assistant Secretary]

**ISSUING AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

This Master Commercial Paper Note is one of the Taxable Master Notes delivered pursuant to the within mentioned Trust Agreement.

DEUTSCHE BANK NATIONAL TRUST
COMPANY, as Issuing and Paying Agent

By: _____
Authorized Signatory

At the request of the registered owner, the Corporation shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Commercial Paper Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Commercial Paper Note.

EXHIBIT C

FORM OF DEALER AGREEMENT

[See attached pages]

EXHIBIT D

FORM OF PAYMENT REQUEST

[Letterhead of County]

PAYMENT REQUEST NO. _____

Deutsche Bank National Trust Company
1761 E. Saint Andrew Place
Santa Ana, California 92705
Attention: Trust and Securities Services (Municipal Group)

Re: Los Angeles County Capital Asset Leasing Corporation
Lease Revenue Obligations-Payment Request

Ladies and Gentlemen:

Pursuant to Section [4.05]/[4.08] of the Second Amended and Restated Trust Agreement, dated as of April 1, 2013 (the "Trust Agreement"), between the Los Angeles County Capital Asset Leasing Corporation and [you], the Trustee, you are hereby instructed to disburse the sum of \$_____ from the [Administrative Expense Account of the Lease Obligation Payment Fund established under the [Trust Agreement]/[Costs of Issuance Fund established under the Trust Agreement. You are instructed to pay such disbursement to the order of the following payee, and for the following cost(s) and/or expense(s).

Payee: _____

Cost(s) and/or expense(s) for which disbursement is requested:

_____.

COUNTY OF LOS ANGELES

By _____
Authorized Representative

EXHIBIT E

FORM OF DISBURSEMENT REQUEST

[Letterhead of County of Los Angeles]

PAYMENT REQUEST NO. _____

Deutsche Bank National Trust Company
1761 E. Saint Andrew Place
Santa Ana, California 92705
Attention: Trust and Securities Services (Municipal Group)

Re: Los Angeles County Capital Asset Leasing Corporation
Lease Revenue Obligations-Request for Disbursement From Project Fund

Dear Madams and Sirs:

In accordance with the terms of a Second Amended and Restated Trust Agreement, by and between you and the Los Angeles County Capital Asset Leasing Corporation (the "Corporation") dated as of April 1, 2013 (the "Trust Agreement"), you are hereby authorized and requested to make immediate disbursement of funds held by you for Project Costs (capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Trust Agreement) from the Project Fund [or applicable subaccount within the Project Fund].

The undersigned hereby certifies that: (i) all of the amount requested to be disbursed herein will be applied to a payment constituting an Project Cost and no part of the amount requested herein has been included in any other payment request previously filed with you; and (ii) all conditions to the disbursement of the funds requested herein as set forth in the Trust Agreement with respect to the Project Costs have been fulfilled, and, to the best knowledge of the undersigned, no default under the Sublease has occurred and is continuing.

You are hereby requested to pay from the Project Fund [or applicable subaccount within the Project Fund], to the Person designated below as Payee, the sum set forth below such designation, in payment of all (____) or a portion (_____) (designated by the insert of an "x" in the parentheses following the correct word or phrase) of the Project Cost described below.

Payee: _____

Address: _____

Amount: _____

Description of Project Cost or portion thereof
accepted by the undersigned and authorized to be
paid to the Payee:

Dated: _____

COUNTY OF LOS ANGELES

By: _____
Authorized Signatory

**SECOND AMENDED AND RESTATED ISSUING AND PAYING AGENT
AGREEMENT**

Dated as of April 1, 2013

Deutsche Bank National Trust Company
1761 E. Saint Andrew Place
Santa Ana, CA 92705
Attention: Trust and Securities Services (Municipal Group)

Re: Los Angeles County Capital Asset Leasing Corporation Lease Revenue
Obligations in the form of Commercial Paper Notes

Ladies and Gentlemen:

This Second Amended and Restated Issuing and Paying Agent Agreement (this “Agreement”) sets forth the understandings made between you and us, the Los Angeles County Capital Asset Leasing Corporation, a California nonprofit public benefit corporation (the “Corporation”), which amends and restates that certain Amended and Restated Issuing and Paying Agent Agreement, dated as of April 1, 2010, between you and us, which in turn amended and restated the Issuing and Paying Agent Agreement, dated as of July 1, 1997, between [Trust Company of California, N.A.] and us, as amended, whereby you have agreed to act (i) as depository for the safekeeping of certain Lease Revenue Obligations of the Corporation in the form of commercial paper notes which may be issued and sold in the tax-exempt and taxable commercial paper markets (collectively, the “Commercial Paper Notes”), (ii) as issuing agent on behalf of the Corporation in connection with the issuance of the Commercial Paper Notes and (iii) as paying agent to undertake certain obligations as described below on behalf of the Owners of the Commercial Paper Notes. Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Second Amended and Restated Trust Agreement, dated as of April 1, 2013 (the “Trust Agreement”), between the Corporation and Deutsche Bank National Trust Company, as Trustee.

1. Appointment of Agent. The Corporation hereby requests that you act, on the terms and conditions specified herein and in the Trust Agreement, as issuing and paying agent for each Series of its Commercial Paper Notes to be issued from time to time pursuant to the Trust Agreement. Pursuant to the terms of the Trust Agreement, the Corporation may issue and sell Commercial Paper Notes, which shall be short-term promissory notes issued in reliance upon an exemption from the registration requirements of the Securities Act of 1933, as amended (the “Act”), afforded by Section 3(a)(2) thereof. The Commercial Paper Notes will be placed through [] and any additional dealers added from time to time (each, a “Dealer”, and collectively, the “Dealers”). The Commercial Paper Notes may be issued as physical certificates (the “Physical Commercial Paper Notes”) substantially in the form of Exhibit A-1 hereto, or as obligations (“Book-Entry Commercial Paper Notes”) evidenced by a Tax Exempt Governmental Master Note, Tax Exempt 501(c)(3) Master Note or a Taxable Master Note

substantially in the form of Exhibit A-2 hereto. The Master Notes and the Corporation's obligations thereunder will be issued in accordance with applicable rules and regulations of DTC.

2. Master Notes: Supply of Commercial Paper Notes.

a. The Book-Entry Commercial Paper Notes shall be evidenced by the Tax Exempt Governmental Master Note, the Tax Exempt 501(c)(3) Master Note and the Taxable Master Note collectively representing 100% of the principal amount of such Commercial Paper Notes as may be Outstanding from time to time. Each Master Note shall bear the manual or facsimile signature of an Authorized Representative (as hereinafter defined), be countersigned for authentication by you, be registered in the name of the Nominee and be unavailable for transfer to the beneficial owners thereof.

You shall maintain the Master Notes in safekeeping, in accordance with your customary practices, on behalf of the Nominee, as the registered owner thereof. As long as the Nominee is the registered owner of the Master Notes, the beneficial ownership interests therein shall be shown on, and the transfer of ownership thereof shall be effected through, entries on the books maintained by DTC and the books of its Participants. The Master Notes and the Book-Entry Commercial Paper Notes represented thereby shall be subject to DTC's rules and procedures in effect at the time of the issuance of Book-Entry Commercial Paper Notes, as the same shall be amended from time to time. You shall cooperate with the Corporation in assuring compliance with such rules and procedures. In connection with the DTC Same Day Funds ("SDFS") Money Market Instrument ("MMI") program, the Corporation understands that as one of the conditions of its participation therein, it shall be necessary for the Corporation and you to execute a Letter of Representations and for DTC to receive and accept such Letter of Representations. So long as the Master Notes are issued and any Book-Entry Commercial Paper Notes are Outstanding, no Physical Commercial Paper Notes may be issued.

b. In the event that the Master Notes and the Book-Entry Commercial Paper Notes are no longer Outstanding, the Corporation will from time to time furnish you with an adequate supply of Physical Commercial Paper Notes, which will be serially numbered and will have been executed by manual or facsimile signature by an Authorized Representative (as hereinafter defined), with the note number, principal amount, payee, date of issue, maturity date, interest rate and maturity value left undetermined. Pending receipt of instructions pursuant to this Agreement, you will hold the Physical Commercial Paper Notes in safekeeping for the account of the Corporation in accordance with your customary practice.

3. Authorized Representatives. From time to time the Corporation will furnish you with a certificate certifying the incumbency and specimen signatures of officers or agents of the Corporation authorized to (a) execute the Master Notes, representing the Book-Entry Commercial Paper Notes, (b) execute Physical Commercial Paper Notes, and (c) to give instruction under paragraph 4 hereof or to take other action hereunder on behalf of the Corporation (each an "Authorized Representative"). Until you receive a subsequent incumbency certificate of the Corporation, you are entitled to rely on the last such certificate delivered to you for purposes of determining the Authorized Representatives. You shall not have any responsibility to the Corporation to determine by whom or by what means a facsimile signature

may have been affixed on the Commercial Paper Notes. Any Commercial Paper Notes bearing the manual or facsimile signature of a person who is an Authorized Representative on the date such signature is affixed shall be valid and binding after the completion and authentication thereof by you notwithstanding that such person shall have died or shall have otherwise ceased to hold his or her office on the date such Commercial Paper Notes is countersigned or delivered to you.

4. Completion; Authentication and Delivery of Commercial Paper Notes.

a. Instructions for the issuance of Commercial Paper Notes will be given via a time-sharing terminal or other electronic means to your commercial paper issue system (the "System") as further described in Section 10 hereof; *provided*, that instructions may be given by telephone, electronic mail, facsimile transmission or in writing if the System is unavailable or is inoperative. Instructions given by telephone, electronic mail, facsimile transmission or in writing shall be given by an Authorized Representative, or by an officer or employee of a Dealer (an "Authorized Dealer Representative") or any other person who, in each case, has been designated by an Authorized Representative in writing to you as a person authorized to give such instructions hereunder.

(1) The Corporation shall instruct you to issue a Series of Book-Entry Commercial Paper Notes by entering the appropriate DTC instrument codes and, after issuing such instructions, it is understood that the records maintained on the System shall represent the aggregate principal amount of such Series of Book-Entry Commercial Paper Notes then outstanding and the aggregate unpaid interest thereon unless subsequently modified by the Corporation with appropriate notice to you. At or before the close of business New York time, on the settlement date of each Series of Book Entry Commercial Paper Note, you shall: (a) access the System for a determination of the net proceeds due the Corporation on such day and (b) credit the Issuing and Paying Agent Fund, as such term is defined herein, in immediately available funds, such net proceeds in accordance with the instructions set forth in the System and the provisions of this Agreement, if and only if you have received confirmation from DTC that each Series of Book-Entry Commercial Paper Note has settled in accordance with DTC's appropriate rules, regulations and procedures. The Corporation hereby agrees with you that it shall repay such Series of Book-Entry Commercial Paper Notes in accordance with the instructions set forth in the System, and that the aggregate amount owing at any time by the Corporation in connection with all Outstanding Book-Entry Commercial Paper Notes of such Series shall be the amount of the aggregate principal amount of such Series of Book-Entry Commercial Paper Notes plus the aggregate interest to be paid thereon at the scheduled maturity thereof.

(2) Upon receipt of instructions to issue Physical Commercial Paper Notes as described paragraphs 2 and 4(a), you shall withdraw the necessary Physical Commercial Paper Note(s) from safekeeping and, in accordance with such instructions, shall:

(a) complete each Physical Commercial Paper Note as to its note number, principal amount (which shall not be less than \$100,000), interest

rate, payee, date of issue, maturity date (which shall be a Business Day and shall not be more than 270 days from the date of issue nor later than five (5) days prior to the stated expiration or termination date of the Credit Facility unless the Corporation shall have arranged for an Alternate Credit Facility and Callable Commercial Paper Notes shall mature on a Business Day not earlier than thirty-eight (38) days following the related date of issue), call option, designation as interest bearing or issued at a discount (provided that Callable Commercial Paper Notes shall only be issued as interest bearing and not issued at a discount), maturity value and place of payment; and

(b) manually countersign each Physical Commercial Paper Note, which signature may be by any one of your officers or employees duly authorized and designated for this purpose; and

(c) deliver the Physical Commercial Paper Note(s) to the Dealer or Dealers or their designated consignees, which delivery shall be against receipt for payment as herein provided or as otherwise provided in such instructions in accordance with Paragraph 5).

(3) You shall issue Callable Commercial Paper Notes only as a whole (but not partial) maturity of Commercial Paper Notes, whether Book-Entry Commercial Paper Notes or Physical Commercial Paper Notes, with its own separate CUSIP Number and only as interest bearing (and not issued at a discount) and maturing on a Business Day not earlier than thirty-eight (38) days following the related date of issue.

(4) If you receive notice of a Failed Remarketing from the applicable Dealer by 1:00 p.m. (New York City time) on the Business Day immediately preceding the designated Redemption Date for such Callable Commercial Paper Notes, you shall cause the rescission of the proposed redemption by providing Electronic Notice of the rescission of the proposed redemption to the Depository not later than 2:00 p.m. (New York City time) on the same date of your timely receipt of such notice of a Failed Remarketing and you shall use your best efforts to confirm receipt of such rescission notice by the Depository. If you fail to receive a notice of a Failed Remarketing by 1:00 P.M. (New York City time) on the Business Day immediately preceding the designated Redemption Date for such Callable Commercial Paper Notes, and you also fail to receive notice from the applicable Dealer pursuant to Section 4(a) of the applicable Dealer Agreement of the relevant issuance terms of the new Callable Commercial Paper Notes (or if directed by the Corporation, new Commercial Paper Notes that are not subject to a Call Option), the proceeds of which will be used to pay the Redemption Price of the existing Callable Commercial Paper Notes proposed to be redeemed, by 1:00 P.M. (New York City time) on the Business Day immediately preceding the designated Redemption Date for such Callable Commercial Paper Notes, you shall cause the rescission of the proposed redemption of such Callable Commercial Paper Notes by providing Electronic Notice of the rescission of the proposed redemption to the Depository not later than 2:00 P.M. (New York City time) on the Business Day immediately preceding the designated Redemption Date for such Callable Commercial Paper Notes and you shall use your best efforts to confirm receipt of such rescission notice by the Depository. You shall also use

your best efforts to file, or cause the filing of, any such rescission notice with EMMA by 4:30 p.m. (New York City time) on the same date of your timely receipt of such rescission notice.

(5) Upon the occurrence of a Failed Settlement, you shall cause the rescission of the proposed redemption of Callable Commercial Paper Notes by providing Electronic Notice of the rescission of such proposed redemption to the Depository no later than 1:00 p.m. (New York City time) on the designated Redemption Date for such Callable Commercial Paper Notes and you shall confirm the Depository's receipt of such rescission notice by 3:00 p.m. (New York City time) on such designated Redemption Date. You shall also use your best efforts to file, or cause the filing of, such rescission notice with EMMA by 4:30 p.m. (New York City time) on such designated Redemption Date.

(6) Upon any rescission of a proposed redemption of Callable Commercial Paper Notes, you shall return any Callable Commercial Paper Notes theretofore delivered to you to the respective Owners thereof. For the avoidance of doubt, any Callable Commercial Paper Notes for which a proposed redemption has been rescinded shall continue to be subject to redemption prior to maturity and the provisions of paragraphs 4(a)(4) and (5) shall apply to any subsequently designated Redemption Date (which is a Business Day remaining in the related Call Exercise Period) pursuant to a subsequently delivered Redemption Notice.

b. Instructions given via the System must be entered by 1:00 p.m. New York time, and instructions delivered by telephone, facsimile transmission or in writing must be received by you by 1:00 p.m. New York time, if the Commercial Paper Note(s) are to be delivered the same day. Telephonic instructions shall be confirmed in writing or by facsimile the same day.

c. The Corporation understands that although you have been instructed to deliver Physical Commercial Paper Notes against payment, delivery of Physical Commercial Paper Notes will, in accordance with the custom prevailing in the commercial paper market, be made before receipt of payment in immediately available funds. Therefore, once you have delivered a Physical Commercial Paper Note to a Dealer or its designated consignee as provided in Paragraph 4(a)(2)(c), the Corporation shall bear the risk that such Dealer or designated consignee fails to remit payment for the Physical Commercial Paper Notes to you. It is understood that each delivery of Physical Commercial Paper Notes hereunder shall be subject to the rules of the New York Clearing House in effect at the time of such delivery.

d. Notwithstanding anything to the contrary contained herein, and notwithstanding any contrary instructions from the Corporation, you shall not issue or deliver any Commercial Paper Notes pursuant to such instructions if, immediately after issuance of such Commercial Paper Notes, the sum of the aggregate principal amount of all Commercial Paper Notes Outstanding, together with the aggregate principal amount of any Advance outstanding under the Revolving Notes, would exceed the Maximum Principal Amount calculated as of the date of such issuance. Additionally, no Series of Commercial Paper Note will be issued that (i) matures on a day that is not a Business Day; or (ii) has a term in excess of 270 days; or (iii) has a

maturity date less than five days prior to the expiration of the respective Credit Facility unless the Corporation shall have arranged for an Alternate Credit Facility pursuant to Section 7.02 of the Trust Agreement; or (iv) bears interest at a rate in excess of the Maximum Interest Rate; or (v) in the case of Callable Commercial Paper Notes, has a maturity date earlier than thirty-eight (38) days following the related date of issue; provided, however, that the amount of the Commercial Paper Notes to be Outstanding and interest accrued or to accrue thereon as of the date of such issuance does not exceed the amount available to be drawn under the applicable Credit Facility.

e. Notwithstanding anything to the contrary herein, if any officer or administrator of your Trust and Securities Services (Municipal Group) receives a No-Issuance Notice or a Final Drawing Notice from an LC Bank that has issued a Credit Facility for that Series of Commercial Paper Notes, you shall cease completing, countersigning and issuing, and shall use all reasonable efforts to cease delivery of such Series of Commercial Paper Notes, notwithstanding any contrary instructions from the Corporation, until such time as such LC Bank shall have rescinded in writing the No-Issuance Notice and shall have consented to the issuance of such Series of Commercial Paper Notes by a notice in writing to you.

f. Not later than 5:00 p.m. (New York City time) on the date of each issuance of Commercial Paper Notes you shall provide to the related LC Bank with a copy to the Corporation the information required to be delivered by or on behalf of the County to the related LC Bank pursuant to Section [5.1(ee)] of the applicable Reimbursement Agreement.

g. You shall maintain records of all issuances of Commercial Paper Notes, including without limitation, with respect to each issuance, the principal amount, date of issue, purchase price, maturity, rate of interest or yield, CUSIP number, Call Option, if any (and if applicable, the day on which the applicable Call Exercise Period begins and the earliest possible Redemption Date), whether taxable or tax-exempt, whether interest bearing or sold at a discount (provided that Callable Commercial Paper Notes shall only be issued as interest bearing and not issued at a discount), and whether sold at a public or private sale, and to the extent not otherwise specified above, the information required to be delivered by or on behalf of the County to the related LC Bank pursuant to Section [5.1(ee)] of the applicable Reimbursement Agreement, and the Corporation, the County, the Trustee and the related LC Bank shall at all times have access to those books and records.

5. Proceeds of Sale of the Commercial Paper Notes. Contemporaneously with the execution and delivery of this Agreement, and for the purposes of this Agreement and the Trust Agreement, you will establish a fund designated the Issuing and Paying Agent Fund in the Corporation's name (the "Issuing and Paying Agent Fund") and you shall establish within such Issuing and Paying Agent Fund, a Commercial Paper Notes Payment Account (the "Commercial Paper Notes Payment Account") and a Bank Reimbursement Account (the "Bank Reimbursement Account"), in each case as agent for the Trustee. Within the Commercial Paper Notes Payment Account, you shall establish a Series A Credit Facility Proceeds Subaccount, a Series A Tax Exempt Governmental Commercial Paper Note Proceeds Subaccount, a Series A Tax Exempt 501(c)(3) Commercial Paper Note Proceeds Subaccount, a Series A Taxable Commercial Paper Note Proceeds Subaccount, a Series A Base Rental Payment Subaccount, a Series A Refunding Proceeds Redemption Price Subaccount, a Series B Credit Facility Proceeds

Subaccount, a Series B Tax Exempt Governmental Commercial Paper Note Proceeds Subaccount, a Series B Tax Exempt 501(c)(3) Commercial Paper Note Proceeds Subaccount, a Series B Taxable Commercial Paper Note Proceeds Subaccount, a Series B Base Rental Payment Subaccount, a Series B Refunding Proceeds Redemption Price Subaccount, a Series C Credit Facility Proceeds Subaccount, a Series C Tax Exempt Governmental Commercial Paper Note Proceeds Subaccount, a Series C Tax Exempt 501(c)(3) Commercial Paper Note Proceeds Subaccount, a Series C Taxable Commercial Paper Note Proceeds Subaccount, a Series C Base Rental Payment Subaccount, a Series C Refunding Proceeds Redemption Price Subaccount, and from time to time other similar subaccounts with respect to other Series of Commercial Paper Notes. Within the Bank Reimbursement Account, you shall establish a Series A Bank Reimbursement Subaccount, a Series B Bank Reimbursement Subaccount and a Series C Bank Reimbursement Subaccount and from time to time other bank reimbursement subaccounts with respect to other Series of Commercial Paper Notes. Funds received in payment for a Series of Commercial Paper Notes are to be credited to the Issuing and Paying Agent Fund or transferred to the Project Fund held by the Trustee and applied in accordance with the provisions of the Trust Agreement. You shall apply the purchase price for Commercial Paper Notes for the purposes and in the priority set forth in Section 4.01 of the Trust Agreement. You shall apply the funds on deposit in the Issuing and Paying Agent Fund for the purposes and at the times set forth in Section 4.06 of the Trust Agreement. In addition, you shall authenticate and deliver the Commercial Paper Notes and accept the duties and obligations of the Issuing and Paying Agent described in the Trust Agreement, but only upon the terms and conditions described therein. From time to time, upon telephonic or written instructions received by you from an Authorized Representative, you agree to transfer immediately available funds from the Issuing and Paying Agent Fund to any bank or trust company for our account.

6. Payment of Matured Commercial Paper Notes; Payment to LC Banks.

a. On the date that any Series of Commercial Paper Notes are scheduled to mature or if the Issuing and Paying Agent has received a Final Drawing Notice under a Credit Facility, you shall, by no later than 12:00 p.m. New York time on such maturity date or, in the case of receipt of a Final Drawing Notice, immediately upon receipt of such Final Drawing Notice, request an Advance in accordance with the terms of the respective Credit Facility by delivering by facsimile either Annex A-1 or Annex A-2, as applicable, in the related Credit Facility and any required certificates, as appropriate, in an amount equal to the principal of and interest to accrue on the Series of Commercial Paper Notes maturing on such date or, in the case of receipt of a Final Drawing Notice, in an amount equal to the principal amount that is outstanding on such date plus interest that will accrue to the respective maturity dates of such Commercial Paper Notes. The proceeds of all such Advances made pursuant to the respective Credit Facility shall be deposited in the related subaccount in the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund and expended for the payment of principal of and interest on maturing Commercial Paper Notes of such Series. When any matured Commercial Paper Note is presented to you for payment by the Owner thereof, payment shall be made from and charged to the respective subaccount in the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund. Amounts held for the payment of maturing Commercial Paper Notes shall be held by you uninvested until the matured Commercial Paper Note is presented for payment by the holder thereof.

b. On any Redemption Date, you shall, by no later than 11:00 a.m. New York time, request an Advance in accordance with the terms of the applicable Credit Facility by delivering by facsimile a sight draft and any required certificates, as appropriate, in an amount equal to the accrued interest on the applicable Series of the Callable Commercial Paper Notes to but not including the Redemption Date. The proceeds of all such Advances made pursuant to the applicable Credit Facility shall be deposited in the related subaccount in the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund and expended for the payment of accrued interest on the applicable Callable Commercial Paper Notes upon redemption prior to maturity. When any Callable Commercial Paper Note is presented to you for redemption by the Owner thereof, payment of accrued interest on the applicable Series of the Callable Commercial Paper Notes to but not including the Redemption Date shall be made from and charged to the appropriate subaccount in the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund in the priority specified in the Trust Agreement. Amounts held for the payment of accrued interest on the applicable Series of the Callable Commercial Paper Notes to but not including the Redemption Date shall be held by you uninvested until the Callable Commercial Paper Note is presented for redemption by the Owner thereof.

c. The Issuing and Paying Agent shall pay to the related LC Bank from moneys on deposit in the applicable Bank Reimbursement Subaccount of the Bank Reimbursement Account within the Issuing and Paying Agent Fund with respect to such Series of Commercial Paper Notes amounts required (1) to reimburse the related LC Bank for Advances made to pay the principal of and interest on such Series of Commercial Paper Notes or accrued interest on such Series of Commercial Paper Notes upon redemption prior to maturity; and (2) to pay the interest and principal then due and payable with respect to the related Revolving Note in accordance with its terms and the related Reimbursement Agreement.

d. When any Callable Commercial Paper Note is presented to you for redemption by the Owner thereof, payment of the Redemption Price payment shall be made from and charged to the appropriate subaccount in the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund in the priority specified in the Trust Agreement. Amounts held for the payment of the Redemption Price for any Callable Commercial Paper Notes shall be held by you uninvested until such Callable Commercial Paper Note is presented for redemption by the Owner thereof.

7. Reliance on Instructions. You shall incur no liability to the Corporation in acting hereunder upon telephonic, facsimile or other instructions contemplated hereby which the recipient thereof reasonably believed in good faith to have been given by an Authorized Representative or Authorized Dealer Representative, as the case may be. If a discrepancy exists with respect to the telephonic instructions as recorded and the written instructions, the written instructions will be deemed the controlling and proper instructions. It is understood that all telephonic instructions will be recorded by you, and the Corporation hereby consents to such recording.

8. Cancellation of Commercial Paper Notes. You will in due course cancel Physical Commercial Paper Note(s) presented for payment or Callable Commercial Paper Notes in the form of Physical Commercial Paper Note(s) presented for redemption and return them to the

Corporation. Promptly upon the written request of the Corporation, you agree to cancel and return to the Corporation all unissued Commercial Paper Notes in your possession at the time of such request.

9. Representations and Warranties of Corporation. Each instruction given to you in accordance with Paragraph 4 shall constitute a representation and warranty to you by the Corporation that the issuance and delivery of each Series of Commercial Paper Notes have been duly and validly authorized by the Corporation and that the Series of Book-Entry Commercial Paper Notes, or, in the case of the Physical Commercial Paper Notes, that the Physical Commercial Paper Notes when completed, countersigned and delivered pursuant hereto, will constitute the legal, valid and binding obligations of the Corporation, and that your appointment to act for the Corporation hereunder has been duly authorized by all necessary corporate action of the Corporation.

10. Noteline Direct System. You hereby grant to the Corporation a personal, non-transferable and non-exclusive right to use the reporting communication service db Noteline Web. The Corporation acknowledges that (a) db Noteline Web is a reporting only tool provided to the Corporation "AS IS" without warranties or representations of any kind whatsoever by the Issuing and Paying Agent, and (b) db Noteline Web is proprietary and confidential property disclosed to the Corporation in confidence and only on the terms and conditions and for purposes set forth in this Agreement.

By this Agreement, the Corporation acquires no title, ownership or sublicensing rights whatsoever in db Noteline Web or in any trade secret, trademark, copyright or patent of the Issuing and Paying Agent now or to become applicable to db Noteline Web. The Corporation may not transfer, sublicense, assign, rent, lease, convey, modify, translate, convert to a programming language, decompile, disassemble, recirculate, republish or redistribute db Noteline web for any purpose without the prior written consent of the Issuing and Paying Agent.

In the event (a) any action is taken or threatened which may result in a disclosure or transfer of db Noteline Web or any part thereof, other than as authorized by this Agreement, or (b) the use of any trademark, trade name, service mark, service name, copyright or patent of the Issuing and Paying Agent by the Corporation amounts to unfair competition, or otherwise constitutes a possible violation of any kind, then the Issuing and Paying Agent shall have the right to take any and all action deemed necessary to protect their rights in db Noteline Web, and to avoid the substantial and irreparable damage which would result from such disclosure, transfer or use, including the immediate termination of the Corporation's right to use db Noteline Web.

To permit the use of db Notebook Web to obtain reports with respect to the Commercial Paper Notes, the Issuing and Paying Agent will supply the Corporation with login accounts and initial passwords. From time to time thereafter, the Corporation may change its passwords directly through db Noteline Web. The Corporation will keep all information relating to its identification number and passwords strictly confidential and will be responsible for the maintenance of adequate security over its customer identification number and passwords. For security purposes, the Corporation should change its passwords frequently (at least once a year).

Instructions transmitted over db Noteline Web and received by the Issuing and Paying Agent accompanied by the Corporation's identification number and passwords shall be deemed conclusive evidence that such instructions are correct and complete and that the action directed thereby has been duly authorized by the Corporation.

11. Notice: Addresses.

a. All communications by or on behalf of the Trustee, the Corporation or the Dealers, by telephone or otherwise, relating to the completion, authentication, delivery or payment of the Commercial Paper Note(s) are to be directed to your Commercial Paper Issuance Unit of your Trust and Securities Services (Municipal Group) (or such other department or division which you shall specify in writing to the Trustee, the Corporation or the Dealers). The Corporation will send all Commercial Paper Notes to be completed and delivered by you to your Commercial Paper Issuance Unit of your Trust and Securities Services (Municipal Group) (or such other department or division as you shall specify in writing to the Corporation). You will advise the Trustee, the Corporation and the Dealer from time to time of the individuals generally responsible for the administration of this Agreement, will from time to time certify incumbency and specimen signatures of officers or employees authorized to countersign Commercial Paper Notes and will supply a list of employees authorized to receive telephone instructions.

b. Notices and other communications hereunder shall (except to the extent otherwise expressly provided) be in writing and shall be addressed as follows, or to such other address as the party receiving such notice shall have previously specified to the party sending such notice:

if to the Corporation, at the following address:

Los Angeles County Capital Asset Leasing Corporation
432 Kenneth Hahn of Administration
500 West Temple Street
Los Angeles, CA 90012
Attention: Treasurer and Tax Collector
Facsimile: (213) 625-2249

if to you, at the following addresses:

Deutsche Bank National Trust Company
1761 E. Saint Andrew Place
Santa Ana, CA 92705
Attention: Trust and Securities Services (Municipal Group)
Facsimile: (714) [____]-[_____]

if to the Dealers, at their respective addresses set forth in their respective Dealer Agreement.

if to the LC Banks, at their respective addresses set forth in their respective Reimbursement Agreements.

if to the Trustee, at the following address:

Deutsche Bank National Trust Company
1761 E. Saint Andrew Place
Santa Ana, CA 92705
Attention: Trust and Securities Services (Municipal Group)
Facsimile: (714) [____]-[_____]

Notices shall be deemed delivered when received at the address specified above. For purposes of this paragraph, "when received" shall mean actual receipt (i) of an electronic communication by a telex machine, telecopier or time-sharing terminal specified in or pursuant to this Agreement; (ii) of an oral communication by any person answering the telephone at your office specified in subparagraph 10(a) hereof and otherwise at the office of the individual or department specified in or pursuant to this Agreement; or (iii) of a written communication hand-delivered or mailed to the office specified in or pursuant to this Agreement.

12. Additional Information. Upon the request of the Corporation given at any time and from time to time, you shall promptly provide the Corporation with information with respect to the Commercial Paper Note(s) issued and paid hereunder. Such request shall be in written form and shall include the serial number, principal amount, date of issue, maturity date and interest rate of each Commercial Paper Note which has been issued or paid by you and for which the request is being made. You and the Corporation shall discuss from time to time the extent to which such information is reasonably available and the times at which you can reasonably furnish such information.

13. Liability. Neither you nor your officers, employees or agents shall be liable for any act or omission hereunder, except in the case of ordinary negligence or willful misconduct, in which case you shall indemnify, defend and hold harmless the Corporation's officers, employees and agents from and against any liability, claim, damage cost or expense (including legal fees and expenses) related to or arising out of such ordinary negligent action or inaction or willful misconduct, except to the extent that they are caused directly by the Corporation's gross negligence or willful misconduct. This indemnity obligation shall survive termination of this Agreement.

14. Indemnification. The Corporation agrees to indemnify and hold you and your officers, employees and agent harmless from and against all liabilities, claims, damages, costs and expense (including legal fees and expenses) relating to or arising out of their actions or inactions in connection with this Agreement, except to the extent they are caused by your negligence or willful misconduct. This indemnity shall survive termination of this Agreement.

15. Waiver of Setoff, Offset, Lien or Counterclaim. You hereby waive to the fullest extent possible under applicable law any and all rights of setoff, offset, lien or counterclaim you

may have with respect to any amounts held by you in the Issuing and Paying Agent Fund, including without limitation the Commercial Paper Notes Payment Account and the Bank Reimbursement Account, or any subaccounts therein, by reason of any claim you may have against the Corporation, the County, any of the LC Banks or any other person.

16. Benefit of Agreement. This Agreement is solely for the benefit of the parties hereto and the Owners of any Notes, and no other person shall acquire or have any right under or by virtue hereof.

17. Termination. This Agreement may be terminated at any time by the Corporation upon 15 days' prior written notice to the Issuing and Paying Agent unless an Event of Default under the Trust Agreement shall have occurred and then be continuing, and in any event may be immediately terminated by the Corporation by written notice to the Issuing and Paying Agent if at any time the Issuing and Paying Agent shall cease to be eligible in accordance with Section 6.01(e) of the Trust Agreement, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Issuing and Paying Agent or its property shall be appointed, or any public officer shall take control or charge of the Issuing and Paying Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation; *provided, however,* that the Issuing and Paying Agent shall not be relieved of its duties hereunder until its successor has accepted its appointment and assumed the duties of Issuing and Paying Agent under the Trust Agreement and each Credit Facility has been transferred to, and accepted by, such successor. This Agreement may be terminated at any time by the Issuing and Paying Agent upon 15 days' prior written notice to the Corporation; *provided, however,* that the Issuing and Paying Agent shall not be relieved of its duties hereunder until its successor has accepted its appointment and assumed the duties of Issuing and Paying Agent under the Trust Agreement and each Credit Facility has been transferred to, and accepted by, such successor. At the request of such successor, the Issuing and Paying Agent 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 all the powers of the Issuing and Paying Agent and shall pay over, transfer, assign and deliver to such successor any money or other property subject to the conditions set forth in the Trust Agreement.

18. Governing Law. This Agreement is to be delivered and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of California.

19. Fees. You shall receive fees from the Corporation for acting as depository, issuing agent and paying agent hereunder in such amounts as you and the Corporation shall agree from time to time in writing.

20. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

21. Amendments. This Agreement may be amended in writing by the parties hereto.

22. Partial Invalidity. Any provision of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

Please indicate your agreement with and acceptance of the foregoing terms and provisions by signing the counterpart of this letter as indicated below.

LOS ANGELES COUNTY CAPITAL ASSET
LEASING CORPORATION

By _____
Authorized Representative

ATTEST:

Assistant Secretary of the Los Angeles
County Capital Asset Leasing Corporation

By: _____

AGREED TO AND ACCEPTED:

DEUTSCHE BANK NATIONAL TRUST
COMPANY, as Issuing and Paying Agent

By: _____
Title: _____

By: _____
Title: _____

EXHIBIT A-1

Form of Physical Commercial Paper Note

[See Exhibit A-1, A-2 and Exhibit A-3 to Trust Agreement]

EXHIBIT A-2

Form of Master Notes (Book-Entry Commercial Paper Note)

[See Exhibit B-1, B-2 and B-3 to Trust Agreement]

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Cammy C. DuPont, Esq.
Principal Deputy County Counsel
Office of the County Counsel
County of Los Angeles
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2713

(Space Above This Line For Recorders Use Only)

MEMORANDUM OF ASSIGNMENT

dated as of April 1, 2013

by and between

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION

and

DEUTSCHE BANK NATIONAL TRUST COMPANY,
as Trustee

NO DOCUMENTARY TRANSFER TAX DUE. This Memorandum of Assignment is recorded for the benefit of the County of Los Angeles and the recording is exempt under Section 27383 of the California Government Code and Section 11928 of the California Revenue and Taxation Code.

MEMORANDUM OF ASSIGNMENT

THIS MEMORANDUM OF ASSIGNMENT (this “Memorandum of Assignment”) executed and entered into as of April 1, 2013, is by and between the **LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION** (the “**Corporation**”), a California nonprofit public benefit corporation, and **DEUTSCHE BANK NATIONAL TRUST COMPANY**, a national banking association organized and existing under the laws of the United States of America, as trustee (the “**Trustee**”), who agree as follows:

Section 1.01. The Sublease. The County leases from the Corporation and the Corporation leases to the County, certain real property described in Section 2.01 hereof, upon the terms and conditions, and for the term, more fully set forth in the Second Amended and Restated Sublease, dated as of April 1, 2013 (the “**Sublease**”), by and between the Corporation and the County, which is being recorded concurrently herewith, all of the provisions of which are hereby incorporated into this Memorandum of Assignment by reference.

Section 2.01. Property. Pursuant to the Sublease, the Corporation leases to the County and the County leases from the Corporation, the Property. The Property includes all of the Components, as is described more fully in Exhibit A attached hereto and by this reference incorporated herein, or any property added thereto or substituted therefor pursuant to Section 7 of the Sublease, but does not include any property released pursuant to Section 7 of the Sublease.

Section 3.01. Assignment. The Corporation sells, assigns and transfers to the Trustee certain of its rights under the Sublease and under the Second Amended and Restated Site Lease, dated as of April 1, 2013 (the “**Site Lease**”), by and between the Corporation and the County, which is being recorded concurrently herewith, upon the terms and conditions more fully set forth in the Second Amended and Restated Trust Agreement, dated as of April 1, 2013 (the “**Trust Agreement**”), by and between the Corporation and the Trustee, all of the provisions of which are hereby incorporated into this Memorandum of Assignment by reference. Pursuant to the Trust Agreement, the Corporation and the County have provided for the issuance of Lease Revenue Obligations from time to time in an aggregate principal amount up to \$600,000,000, in the form of Tax Exempt Governmental Commercial Paper Notes, Tax Exempt 501(c)(3) Commercial Paper Notes, Taxable Commercial Paper Notes, Tax Exempt Governmental Direct Placement Revolving Notes, Tax Exempt 501(c)(3) Direct Placement Revolving Notes and Taxable Direct Placement Revolving Notes, in each case payable from Base Rental payments to be made by the County pursuant to the Sublease.

Section 4.01. Provisions Binding on Successors and Assigns. Subject to the provisions of the Sublease relating to assignment and subletting, the Sublease shall inure to the benefit of and shall be binding upon the Corporation and the County and their respective successors and assigns. The Trust Agreement shall inure to the benefit of and shall be binding upon the Corporation and the Trustee and their respective successors and assigns.

Section 5.01. Purpose of Memorandum. This Memorandum of Assignment is prepared for the purpose of recordation, and it in no way modifies the provisions of the Sublease, the Site Lease or the Trust Agreement.

Section 6.01. Execution. This Memorandum of Assignment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Assignment by their officers thereunto duly authorized as of the day and year first written above.

**LOS ANGELES COUNTY CAPITAL ASSET
LEASING CORPORATION**

By: _____
Authorized Representative

**DEUTSCHE BANK NATIONAL TRUST
COMPANY, as trustee**

By: _____
Title: _____

By: _____
Title: _____

[Insert notary acknowledgments]

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property situated in the County of Los Angeles, State of California, described as follows, and any improvements thereto:

[See attached pages]

LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT

dated as of April 1, 2013

among

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION,

COUNTY OF LOS ANGELES, CALIFORNIA

and

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

relating to

\$150,000,000 aggregate principal amount of
Los Angeles County Capital Asset Leasing Corporation
Lease Revenue Obligation Commercial Paper Notes, [Series _]

TABLE OF CONTENTS

SECTION	HEADING	PAGE
ARTICLE I	DEFINITIONS	1
Section 1.1.	Certain Defined Terms.....	1
Section 1.2.	Computation of Time Periods.....	11
Section 1.3.	Accounting Terms.....	11
Section 1.4.	Terms Defined in Trust Agreement	11
Section 1.5.	Construction.....	11
ARTICLE II	AMOUNT AND TERMS OF THE LETTER OF CREDIT	12
Section 2.1.	The Letter of Credit	12
Section 2.2.	Issuance of the Letter of Credit.....	12
Section 2.3.	Letter of Credit Fees	12
Section 2.4.	Payment of Amounts Drawn on Letter of Credit.....	12
Section 2.5.	Principal Advances	13
Section 2.6.	Conversion of Principal Advances to Term Loans; Term Loans; Default Advances.....	13
Section 2.7.	Prepayment of Principal Advances or Term Loans; Reinstatement of Letter of Credit Amounts.....	14
Section 2.8.	Increased Costs; Capital Adequacy	15
Section 2.9.	Net of Taxes, Etc.....	16
Section 2.10.	Payments and Computations.....	18
Section 2.11.	Extension of Letter of Credit Expiration Date; Reduction in Stated Amount.	19
Section 2.12.	Evidence of Debt; Revolving Note	19
Section 2.13.	Obligations Absolute	20
Section 2.14.	Termination; Acceptance of Alternate Credit Facility.....	20
Section 2.15.	Pledge by the Corporation	21
Section 2.16.	Maximum Interest Rate; Payment of Fee	21
Section 2.17.	Adjustment of Base Rental	22
ARTICLE III	CONDITIONS OF ISSUANCE	22
Section 3.1.	Conditions Precedent to Issuance of the Letter of Credit	22
Section 3.2.	Conditions Precedent to Each Credit Event.....	25
Section 3.3.	No-Issuance Notice; Final Drawing Notice.....	25
ARTICLE IV	REPRESENTATIONS AND WARRANTIES.....	26
Section 4.1.	County Representations and Warranties.....	26
Section 4.2.	Corporation Representations and Warranties	29
ARTICLE V	COVENANTS.....	32
Section 5.1.	Covenants.....	32

ARTICLE VI	EVENTS OF DEFAULT	39
Section 6.1.	Events of Default	39
Section 6.2.	Upon an Event of Default	41
ARTICLE VII	MISCELLANEOUS	42
Section 7.1.	Amendments and Waivers	42
Section 7.2.	Notices	42
Section 7.3.	No Waiver; Remedies	43
Section 7.4.	Indemnification	43
Section 7.5.	Liability of the Bank	44
Section 7.6.	Expenses; Documentary Taxes	45
Section 7.7.	Binding Effect	45
Section 7.8.	Severability	46
Section 7.9.	Approvals	46
Section 7.10.	Governing Law and Jurisdiction	46
Section 7.11.	Headings	46
Section 7.12.	Counterparts	46
Section 7.13.	Integration	46
Section 7.14.	OFAC	47
EXHIBIT A	– Form of Letter of Credit	
EXHIBIT B	– Form of Revolving Note	
EXHIBIT C	– Form of Request for Extension	
EXHIBIT D	– Form of Request for Reduction in Stated Amount	

This LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT, dated as of April 1, 2013, among the LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION (the “*Corporation*”), the COUNTY OF LOS ANGELES, CALIFORNIA (the “*County*”) and JPMorgan Chase Bank, National Association, (together with its successors and assigns, the “*Bank*”).

WHEREAS, concurrently herewith, the Corporation and the County have entered into a Second Amended and Restated Site Lease, dated as of April 1, 2013, which amends and restates that certain Amended and Restated Site Lease, dated as of April 1, 2010 pursuant to which the Corporation leased from the County certain Property (as such term is defined therein) located in the County, together with the buildings and improvements thereon owned by the County; and

WHEREAS, concurrently herewith, the Corporation and the County have entered into a Second Amended and Restated Sublease, which amends and restates that certain Amended and Restated Sublease, dated as of April 1, 2010, pursuant to which the County subleased from the Corporation the Property; and

WHEREAS, concurrently herewith, the Corporation and Deutsche Bank National Trust Company, as trustee are entering into a Second Amended and Restated Trust Agreement, dated as of April 1, 2013, pursuant to which, among other things, the Corporation may from time to time issue its Lease Revenue Obligation Commercial Paper Notes, [Series ___] (the “*Notes*” and each, a “*Note*”);

WHEREAS, the Trust Agreement (as hereinafter defined) provides, as a condition precedent to the issuance of the Notes, for delivery to the Issuing and Paying Agent (as hereinafter defined) of a letter of credit with respect to the Notes; and

WHEREAS, pursuant to the terms and conditions set forth herein, the Bank has agreed to issue its letter of credit pursuant to this Agreement;

NOW THEREFORE, in consideration of the premises and in order to induce the Bank to issue the Letter of Credit, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Defined Terms. The following terms, as used herein, have the following meanings:

“*Additional Rental*” shall have the meaning set forth in the Sublease.

“*Advance*” means any Principal Advance or Default Advance.

“*Agreement*” means this Letter of Credit and Reimbursement Agreement, as the same may from time to time be amended, supplemented or otherwise modified in accordance with its terms.

“*Alternate Credit Facility*” has the meaning set forth in the Trust Agreement.

“*Amortization Period*” has the meaning set forth in Section 2.6(b) hereof.

“*Applicable Law*” means all applicable (i) common law and principles of equity and (ii) provisions of all (A) constitutions, statutes, rules, regulations and orders of any Governmental Authority, (B) Governmental Approvals and (C) orders, decisions, judgments and decrees of all courts (whether at law or in equity) and arbitrators.

“*BANA Bank Agreement*” means that certain Revolving Credit Agreement dated as of April 1, 2013, among the County, the Corporation and Bank of America, N.A., as the same may be supplemented, amended or otherwise modified.

“*Bank*” has the meaning assigned that term in the first paragraph of this Agreement.

“*Bank Agreement*” has the meaning set forth in Section 5.1(y) hereof.

“*Base Rate*” means, for any day, a fluctuating rate of interest per annum equal to the greatest of (a) the Prime Rate in effect at such time *plus* one percent (1.00%), (b) the Federal Funds Rate in effect at such time *plus* two percent (2.00%) and (c) seven and one-half of one percent (7.50%).

“*Base Rental*” has the meaning set forth in the Trust Agreement.

“*Base Rental Period*” has the meaning set forth in the Sublease.

“*Business Day*” means any day other than (i) a Saturday or Sunday or a day on which banking institutions are authorized or required by law or executive order to be closed in the State of California or in New York for commercial banking purposes; (ii) a day on which the New York Stock Exchange is authorized or required by law or executive order to be closed; and (iii) a day upon which commercial banks are authorized or required by law or executive order to be closed in the cities or states in which demands for payment may be presented under the Letter of Credit.

“*CAFR*” has the meaning set forth in Section 5.1(a)(i) hereof.

“*Change in Law*” means the occurrence, after the Date of Issuance, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, promulgation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything

herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, ruling, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“*Component*” has the meaning set forth in the Sublease.

“*Contingent Obligation*” means, as to any Person, any obligation of such Person guaranteeing or intended to guarantee any indebtedness, leases, dividends, or other obligations (“*primary obligations*”) of any other Person (the “*primary obligor*”) in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (x) for the purchase or payment of any such primary obligation, or (y) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities, or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation, or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; *provided, however*, that the term Contingent Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

“*Corporation*” has the meaning assigned that term in the first paragraph of this Agreement.

“*Corporation Representative*” has the meaning set forth in the Trust Agreement.

“*County*” means the County of Los Angeles, California, and its successors and assigns.

“*County Representative*” has the meaning set forth in the Trust Agreement.

“*Credit Event*” means any one of the following: the issuance of the Letter of Credit; the making of any Principal Advance; or the conversion of a Principal Advance to a Term Loan.

“*Date of Issuance*” means the date on which the conditions precedent set forth in Section 3.1 of this Agreement are met or waived by the Bank and the Letter of Credit is issued.

“*Dealer*” means, initially, only JPMorgan Securities LLC, [**MorganStanley**] and [**USBancorp**] and thereafter any other Dealer approved in writing by the Bank to act as dealer for the Notes, which approval shall not be unreasonably withheld or delayed.

“*Dealer Agreement*” means (i) collectively, each Commercial Paper Dealer Agreement, by and between the Corporation and the respective Dealer, providing for the acceptance by such Dealer of the duties and obligations imposed thereby and imposing certain other duties and obligations, as amended, supplemented, waived and modified from time to time in accordance therewith and with Section 5.1(b) hereof and (ii) any other similar agreement by and between the Corporation and any other dealer for the Notes appointed by the Corporation pursuant to the Trust Agreement and Section 5.1(d) hereof.

“*Debt*” means, with respect to any Person, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person as lessee under capital leases; (c) all obligations of such Person to pay the deferred purchase price of property or services; (d) certificates of participation evidencing an undivided ownership interest in payments made by such Person as lessee under capital leases, as purchaser under an installment sale agreement or otherwise as an obligor in connection therewith; (e) all guarantees by such Person of Debt of another Person; (f) the face amount of any letter of credit issued for the account of such Person and, without duplication, all drafts drawn and reimbursement obligations arising thereunder; (g) all Debt of a second Person secured by any lien on any property owned by such first Person, whether or not such Debt has been assumed; (h) all obligations of such Person to pay a specified purchase price for goods or services whether or not delivered or accepted, including but not limited to, take-or-pay or similar obligations; (i) all Contingent Obligations of such Person; and (j) obligation of such Person due and payable under Swap Contracts; *provided, however*, that Debt shall not include trade payables arising in the ordinary course of business; and *provided, further*, however that with respect to the County, Debt shall exclude conduit, enterprise and other Debt that have no claim on the General Fund of the County.

“*Default*” means an event that with the giving of notice or passage of time, or both, shall constitute an Event of Default.

“*Default Advance*” or “*Default Advances*” each has the meaning assigned that term in Section 2.6(c).

“*Default Rate*” means, on any particular date, a rate of interest per annum equal to three percent (3.0%) per annum in excess of the Base Rate in effect on such date.

“*Drawing*” has the meaning assigned to that term in the Letter of Credit.

“*Environmental Laws*” means any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute thereto.

“*Event of Default*” has the meaning assigned that term in Section 6.1 hereof.

“*Excluded Taxes*” means, with respect to the Bank or any Participant Bank, taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which such recipient is organized or in which its principal office is located.

“*Federal Funds Rate*” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Bank on such day on such transactions as determined by the Bank.

“*Fee Letter*” means that certain Fee Letter Agreement dated as of the Date of Issuance, among the Corporation, the County and the Bank, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof.

“*Final Drawing Notice*” has the meaning set forth in the Letter of Credit.

“*Fiscal Year*” means the twelve-month period commencing on July 1 of each year; *provided, however*, that the County may, from time to time, agree on a different twelve-month period as the Fiscal Year.

“*Fitch*” means Fitch, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, except that if such corporation shall no longer perform the functions 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 Corporation that is reasonably acceptable to the Bank.

“*Governmental Approvals*” means an authorization, consent, approval, license or exemption of, registration or filing with, or report to, any Governmental Authority.

“*Governmental Authority*” means the government of the United States or any other applicable nation or applicable political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or quasi-governmental entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government. For the avoidance of doubt, any entity with the power to regulate the Bank, a Participant Bank or their parent or holding company shall be deemed to be a “Governmental Authority.”

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Initial Letter of Credit Expiration Date” means April __, 2016.

“Interbank Agreement” means that certain Agency and Interbank Agreement dated as of April __, 2013 among the Bank, Bank of America, N.A., Wells Fargo Bank, National Association and U.S. Bank National Association, and all amendments, modifications, restatements and extensions of such agreement, entered into from time to time and any other agreement delivered in substitution or exchange for such agreement.

“Issuing and Paying Agent” means initially Deutsche Bank National Trust Company and any other Issuing and Paying Agent appointed with respect to the Notes pursuant to Article V of the Trust Agreement, and having the duties, responsibilities and rights provided for therein, and its successor or successors and any other bank or trust company which may at any time be substituted in its place pursuant thereto.

“Issuing and Paying Agent Agreement” means the Second Amended Issuing and Paying Agent Agreement, dated as of April 1, 2013, between the Corporation and the Issuing and Paying Agent, providing for the acceptance by such Issuing and Paying Agent of the duties and obligations imposed thereby and imposing certain other duties and obligations, as the same may be amended, supplemented or otherwise modified as permitted thereby and by Section 5.1(b) hereof.

“Law” means, collectively, all applicable international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any applicable Governmental Authority, in each case whether or not having the force of law.

“Lease Obligation Debt” means any Debt of the County and/or the Corporation, the payment of which is payable from and/or secured by lease revenue rental payments payable from the general fund of the County.

“Letter of Credit” means an irrevocable direct-pay letter of credit issued by the Bank, in substantially the form of Exhibit A hereto.

“Letter of Credit Expiration Date” has the meaning assigned to that term in the Letter of Credit.

“Letter of Credit Fee” has the meaning set forth in the Fee Letter.

“Material County Debt” means any Debt of the County that is outstanding in a principal amount of \$50,000,000 or more.

“*Maximum Base Rental*” has the meaning set forth in the Sublease.

“*Maximum CP Rate*” means 10% per annum.

“*Maximum Lawful Rate*” means, if any, the maximum rate of interest on the relevant obligation permitted by applicable law.

“*Maximum Principal Amount*” has the meaning set forth in the Trust Agreement.

“*Minimum Required Rental Payment*” has the meaning set forth in the Sublease.

“*Moody’s*” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, except that if such corporation 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 Corporation that is reasonably acceptable to the Bank.

“*No-Issuance Notice*” has the meaning assigned that term in Section 3.3 hereof.

“*Note*” and “*Notes*” each has the meaning assigned in the first recital of this Agreement.

“*Notice of Extension*” means a notice from the Bank to the Issuing and Paying Agent in the form of Annex E to the Letter of Credit.

“*Notice of Reduction in Stated Amount*” means a notice from the Bank to the Issuing and Paying Agent in the form of Annex F to the Letter of Credit.

“*Obligations*” means the Reimbursement Obligations (which includes amounts owing to the Bank as evidenced by the Revolving Note), the fees set forth in Section 2.3 hereof and in the Fee Letter and all other obligations of the Corporation and the County to the Bank arising under or in relation to this Agreement and/or the Fee Letter.

“*Offering Memorandum*” means the offering memorandum with respect to the Notes.

“*Original Stated Amount*” means \$**[SEE BANK SPECIFIC INSERT]**.

“*Other Bank Agreements*” means the BANA Bank Agreement, the Wells Fargo Bank Agreement and the USB Bank Agreement, and all amendments, modifications, restatements and extensions of such agreements, entered into from time to time and any other agreement delivered in substitution or exchange for such agreements and any other Bank Agreement payable from or secured by Rental Payments or Pledged Property.

“*Other Taxes*” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Related Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Related Document.

“*Outstanding*” when used in reference to Notes means, as of a particular date, all Notes authenticated and delivered pursuant to the Trust Agreement except: (i) any Note cancelled at or before such date, (ii) any Note deemed to have been paid in accordance with the Trust Agreement and (iii) any Note in lieu of or in substitution for which another Note shall have been authenticated and delivered pursuant to the Trust Agreement.

“*Participant Bank*” means any bank(s) or other financial institution(s) that may purchase from the Bank a participation interest in this Agreement, the Fee Letter and certain of the Related Documents pursuant to a participation agreement between the Bank and the Participant Bank.

“*Permitted Encumbrances*” has the meaning set forth in the Trust Agreement.

“*Person*” means an individual, a corporation, a partnership, a limited liability company, an association, a joint venture, a trust, an unincorporated organization or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“*Plan*” means an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code.

“*Pledged Property*” has the meaning set forth in the Trust Agreement.

“*Previous Bank*” means, as applicable, Bank of America, N.A., JPMorgan Chase Bank, National Association, Wells Fargo Bank, National Association and/or Union Bank, N.A.

“*Previous Letter of Credit*” means the related Irrevocable Transferable Direct-Pay Letter of Credit of the respective Previous Bank, issued pursuant to the respective Previous Reimbursement Agreement.

“*Previous Reimbursement Agreement*” means the Letter of Credit and Reimbursement Agreement dated as of April 1, 2010, as amended to date, among the Corporation, the County and the respective Previous Bank.

“*Prime Rate*” means the rate of interest announced by the Bank from time to time as its prime commercial rate or equivalent, as in effect on such day for United States dollar loans, with any change in the Prime Rate resulting from a change in said prime commercial rate to be automatically and immediately effective as of the date of the relevant change in said prime commercial rate, it being understood that such rate may not be the Bank’s best or lowest rate.

“*Principal Advance*” and “*Principal Advances*” each has the meaning assigned to that term in Section 2.5 hereof.

“*Principal Advance Rate*” means, on any particular date, a rate of interest calculated with respect to a particular Principal Advance equal to the Base Rate; *provided, however*, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “*Principal Advance Rate*”

shall mean the Default Rate; *provided, further*, that at no time shall the Principal Advance Rate be less than the rate per annum borne by any Outstanding Note (other than the Revolving Note) on any date.

“*Property*” has the meaning set forth in the Trust Agreement.

“*Provider*” has the meaning set forth in Section 5.1(y) hereof.

“*Quarterly Payment Date*” means the first Business Day of each January, April, July and October.

“*Rating Agency*” means Moody’s, Fitch or S&P.

“*Redemption Date*” has the meaning set forth in the Trust Agreement.

“*Redemption Price*” has the meaning set forth in the Trust Agreement.

“*Reduction Date*” means each Reduction Date set forth in a Notice of Reduction in Stated Amount.

“*Reimbursement Obligations*” means any and all obligations of the Corporation to reimburse the Bank for any amount drawn under the Letter of Credit, and all obligations to repay the Bank for all Principal Advances, Term Loans and Default Advances, including in each instance all interest accrued thereon.

“*Related Documents*” means the Trust Agreement, the Fee Letter, the Letter of Credit, this Agreement, the Notes, the Revolving Note, the Issuing and Paying Agent Agreement, the Site Lease, the Sublease and the Dealer Agreements, as the same may be amended, modified or supplemented in accordance with their terms and the terms hereof.

“*Rental Payments*” has the meaning set forth in the Sublease.

“*Request for Extension*” means a notice from the Corporation and the County to the Bank substantially in the form of Exhibit C attached hereto.

“*Request for Reduction in Stated Amount*” means a notice from the Corporation and the County to the Bank substantially in the form of Exhibit D attached hereto.

“*Revolving Note*” means the Corporation’s revolving note, substantially in the form of Exhibit B attached hereto, issued to the Bank pursuant to Section 2.12 hereof, to evidence the indebtedness of the Corporation due and owing to the Bank under this Agreement with respect to amounts drawn on the Letter of Credit.

“*Risk-Based Capital Guidelines*” means (i) the risk-based capital guidelines in effect in the United States on the Date of Issuance, including transition rules, and (ii) the corresponding

capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations adopted prior to the Date of Issuance.

“*S&P*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, 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 Corporation that is reasonably acceptable to the Bank.

“*Site Lease*” means that certain Second Amended and Restated Site Lease dated as of April 1, 2013, by and between the County and the Corporation, as from time to time amended or supplemented in accordance therewith and with Section 5.1(b) hereof.

“*State*” means the State of California.

“*Stated Amount*” has the meaning assigned that term in the Letter of Credit.

“*Sublease*” means the Second Amended and Restated Sublease dated April 26, 2013, by and between the County and the Corporation, as amended, supplemented, waived and modified from time to time in accordance therewith and with Section 5.1(b) hereof.

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “*Master Agreement*”), including any such obligations or liabilities under any Master Agreement.

“*Taxes*” means all present and future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees, liabilities or other charges imposed by any applicable Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

“*Termination Date*” has the meaning assigned to that term in the Letter of Credit.

“*Term Loan*” and “*Term Loans*” each has the meaning assigned that term in Section 2.6(a) hereof.

“*Term Loan Conversion Date*” has the meaning assigned that term in Section 2.6(a) hereof.

“*Term Loan Rate*” means, on any particular date, a rate of interest calculated with respect to a particular Term Loan equal to the Base Rate from time to time in effect plus two percent (2.0%); *provided, however*, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “*Term Loan Rate*” shall mean the Default Rate; *provided, further*, that at no time shall the Term Loan Rate be less than the rate per annum borne by any Outstanding Note (other than the Revolving Note) on any date.

“*Trust Agreement*” means that certain Second Amended and Restated Trust Agreement, dated as of April 1, 2013 by and between the Corporation and the Trustee, and as may be further amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof.

“*Trustee*” means Deutsche Bank National Trust Company, and its successor or successors, and any other person that may at any time be substituted in its place pursuant to the Trust Agreement.

“*USB Bank Agreement*” means that certain Letter of Credit and Reimbursement Agreement dated as of April 1, 2013, among the County, the Corporation and U.S. Bank National Association, as the same may be supplemented, amended or otherwise modified.

“*Wells Fargo Bank Agreement*” means that certain Letter of Credit and Reimbursement Agreement dated as of April 1, 2013, among the County, the Corporation and Wells Fargo Bank, National Association, as the same may be supplemented, amended or otherwise modified.

Section 1.2. Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, unless otherwise specified herein, the word “from” means “from and including” and the words “till” and “until” each mean “to but excluding.” Unless specified otherwise, all references to time shall mean Los Angeles time.

Section 1.3. Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted United States accounting principles consistently applied.

Section 1.4. Terms Defined in Trust Agreement. Any capitalized term not defined herein shall have the meaning ascribed to such term in the Trust Agreement.

Section 1.5. Construction. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement,

instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (d) all references herein to Articles, Sections and Exhibits shall be construed to refer to Articles and Sections of, and Exhibits to, this Agreement.

ARTICLE II

AMOUNT AND TERMS OF THE LETTER OF CREDIT

Section 2.1. The Letter of Credit. The Bank agrees, on the terms and conditions hereinafter set forth, to issue the Letter of Credit to the Issuing and Paying Agent in the Original Stated Amount and expiring by its terms not later than the Letter of Credit Expiration Date.

Section 2.2. Issuance of the Letter of Credit. The Bank will issue the Letter of Credit to the Issuing and Paying Agent on the Date of Issuance upon fulfillment of the applicable conditions precedent set forth in Section 3.1.

Section 2.3. Letter of Credit Fees. The Corporation hereby agrees to perform the obligations provided for in the Fee Letter, including, without limitation, the payment of any and all fees, expenses and other amounts provided for therein, at the times and in the amounts set forth in the Fee Letter. Without limiting the generality of the foregoing, in the event that the Letter of Credit is terminated, the Corporation shall pay to the Bank the fees and expenses, if any, at the times and in the amounts set forth in and as required by the Fee Letter. The terms and provisions of the Fee Letter are hereby incorporated herein by reference as if fully set forth herein. Notwithstanding anything herein to the contrary, all references to amounts or obligations due hereunder or in this Agreement shall be deemed to include all amounts and obligations (including without limitation all fees and expenses) under the Fee Letter.

Section 2.4. Payment of Amounts Drawn on Letter of Credit. (a) The Corporation shall pay or cause to be paid to the Bank an amount equal to that amount drawn on the Bank under the Letter of Credit pursuant to any Drawing with respect to the payment of accrued interest on maturing Notes or, subject to the provisions of Section 2.5 hereof, any Drawing with respect to the payment of principal of maturing Notes, on the same Business Day such drawing is honored.

(b) Any amount drawn under the Letter of Credit pursuant to a Drawing that is not repaid to the Bank when due as provided in clause (a) of Section 2.4, shall bear interest at the Default Rate until paid in full, payable on demand. Principal Advances, Term Loans and Default Advances shall be repaid to the Bank as provided in Sections 2.5 and 2.6 hereof.

(c) Any amount drawn under the Letter of Credit shall be noted by the Bank as principal due and owing on the grid attached to the Revolving Note pursuant to Section 2.12.

Section 2.5. Principal Advances. If the Bank shall make any payment under the Letter of Credit pursuant to a Drawing with respect to the payment of principal of maturing Notes and the conditions precedent set forth in Section 3.2 shall have been fulfilled, and the Corporation (at its option) does not reimburse or cause to be reimbursed the Bank in connection therewith on the same Business Day, then such payment shall constitute a principal advance made by the Bank to the Corporation on the date and in the amount of such payment (each such advance being a “*Principal Advance*” and, collectively, the “*Principal Advances*”). The Corporation shall pay or cause to be paid interest on the unpaid amount of each Principal Advance from the date that such Principal Advance is made by the Bank until such amount is repaid in full. Such interest shall be payable in arrears (based on the actual days elapsed since the date of such Principal Advance, divided by 365), on the first day of each calendar month during the term of each Principal Advance and, with respect to any such amount repaid, on the date any such amount is repaid, at a rate per annum equal to the Principal Advance Rate.

Section 2.6. Conversion of Principal Advances to Term Loans; Term Loans; Default Advances. (a) Subject to the satisfaction of the conditions set forth in Section 3.2 hereof, any amount of a Principal Advance (but not a Default Advance) remaining unpaid by the Corporation to the Bank under Section 2.5 on the earlier of (x) the ninetieth day after the date on which such Principal Advance was made and (y) the Termination Date (the “*Term Loan Conversion Date*”) shall be converted to a term loan (each, a “*Term Loan*” and, collectively, the “*Term Loans*”).

(b) The Corporation shall repay or cause to be repaid the principal amount of each Term Loan in installments as to principal, commencing on the first Quarterly Payment Date commencing after the Term Loan Conversion Date and on each Quarterly Payment Date thereafter, with the final installment in an amount equal to the entire then outstanding principal amount of such Term Loan due and payable on the date which is the earlier of (i) the fifth anniversary of such Term Loan Conversion Date and (ii) the second anniversary of the Termination Date (the foregoing period with respect to each Term Loan herein referred to as an “*Amortization Period*”). The principal amount of each Term Loan shall be amortized over the related Amortization Period in equal quarterly installments of principal; *provided, however*, that the unpaid amount of each Term Loan shall be paid or caused to be paid by the Corporation in each year only to the extent of the then fair rental value with respect to the Components subject to the Sublease for the corresponding Base Rental Period, and to the extent not so repaid, such Term Loan shall be paid or caused to be paid by the Corporation during each subsequent Base Rental Period, to the extent owed, to the extent of the then fair rental value with respect to the Components subject to the Sublease for each such subsequent Base Rental Period, and such Term Loan shall continue to be an obligation of the County pursuant to the Sublease. The Corporation may prepay or cause to be prepaid the outstanding amount of any Term Loan in whole or in part with accrued interest to the date of such prepayment on the amount prepaid. The amount of the Letter of Credit and the amounts available to be drawn thereunder by the Issuing and Paying Agent by any Drawing shall not be increased with respect to the conversion of a Principal Advance to a Term Loan. Each Term Loan shall bear interest at the Term Loan Rate, payable monthly in arrears on the first day of each calendar month during the term of such Term Loan and on the date on which the final installment of principal of the Term Loan is payable or, if such Term Loan bears interest at the Default Rate, upon demand.

(c) If (i) the Bank shall make any payment under the Letter of Credit pursuant to a Drawing with respect to the payment of principal of maturing Notes and the conditions set forth in Section 3.2 shall not have been fulfilled, and the Corporation fails to reimburse or cause to be reimbursed the Bank in connection therewith, (ii) the Bank shall have made a Principal Advance to the Corporation and the conditions set forth in Section 3.2 shall have not been fulfilled on the Term Loan Conversion Date or (iii) an Event of Default shall have occurred while any Principal Advance or Term Loan remains outstanding, such payment, Principal Advance or Term Loan, as applicable, shall constitute a default advance (and not a Principal Advance) made by the Bank to the Corporation from and after the date and in the amount of such payment under the Letter of Credit or such other date on which any event described in clauses (i), (ii) or (iii) above shall occur (each such default advance being a “*Default Advance*” and, collectively, the “*Default Advances*”). The Corporation hereby agrees to pay or cause to be paid to the Bank (i) interest at the Default Rate on any amount of the Default Advance remaining unpaid by the Corporation to the Bank from the date of such Default Advance until payment in full, payable in arrears, upon demand, and (ii) the unpaid amount of each Default Advance immediately upon demand by the Bank but if no demand is made, then on each Quarterly Payment Date in an amount equal to the then fair rental value with respect to the Components subject to the Sublease for such quarterly period; *provided, however*, that the unpaid amount of each Default Advance shall be paid or caused to be paid by the Corporation in each year only to the extent of the then fair rental value with respect to the Components subject to the Sublease for such Base Rental Period, and to the extent not so repaid, such Default Advance shall be paid or caused to be paid by the Corporation during each subsequent Base Rental Period, to the extent owed, to the extent of the then fair rental value with respect to the Components subject to the Sublease for each such subsequent Base Rental Period, and such Default Advance shall continue to be an obligation of the County pursuant to the Sublease.

Section 2.7. Prepayment of Principal Advances or Term Loans; Reinstatement of Letter of Credit Amounts. (a) The Corporation may prepay or cause to be prepaid the amount of any Principal Advance or Term Loan outstanding in whole or in part with accrued interest to the date of such repayment on the amount prepaid. Any prepayment in part under this Section 2.7(a) shall be applied by the Bank against each such Principal Advance or Term Loan, as the case may be, in the order in which each such Principal Advance or Term Loan, as the case may be, was made.

(b) Any prepayment made under Section 2.7(a) shall be applied by the Bank as a reimbursement of the related drawing (and as a prepayment of the Principal Advance or Term Loan, as the case may be, resulting from such drawing) and, in the case of a prepayment of a Principal Advance, the Corporation irrevocably authorizes the Bank to reinstate the amount available to be drawn under the Letter of Credit by the amount of such prepayment; *provided, however*, that the Issuing and Paying Agent shall not deliver any Notes (the aggregate principal and interest of which is payable from the amount of the Letter of Credit so reinstated) for sale or otherwise until the Letter of Credit has been reinstated pursuant to the terms of this Agreement and the Letter of Credit. The amount of the Letter of Credit and the amounts available to be drawn thereunder by the Issuing and Paying Agent by any Drawing shall not be increased with respect to repayments of Term Loans or Default Advances, unless otherwise agreed to by the Bank in writing.

(c) In the event that the Issuing and Paying Agent delivers any Notes while any Principal Advance or Term Loan or any portion of any Principal Advance or Term Loan remains unpaid, the Corporation shall apply the proceeds of any such Notes to the prepayment of such outstanding Principal Advance or Term Loan, as the case may be. Any prepayment in part under this Section 2.7(c) shall be applied against each such Principal Advance or Term Loan, as the case may be, in the order in which each such Principal Advance or Term Loan, as the case may be, was made.

Section 2.8. *Increased Costs; Capital Adequacy.*

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Bank or any Participant Bank;

(ii) subject to the Bank or any Participant Bank to any Tax of any kind whatsoever with respect to this Agreement, the Fee Letter or the Letter of Credit, or change the basis of taxation of payments to the Bank or such Participant Bank in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 2.9 and except for Excluded Taxes); or

(iii) impose on the Bank or any Participant Bank any other condition, cost or expense affecting this Agreement, the Fee Letter or the Letter of Credit;

and the result of any of the foregoing shall be to increase the cost to the Bank or such Participant Bank related to issuing or maintaining the Letter of Credit, or to reduce the amount of any sum received or receivable by the Bank or such Participant Bank hereunder or under the Fee Letter (whether of principal, interest or any other amount) then, upon written request of the Bank or such Participant Bank, the Corporation or the County, on behalf of the Corporation, shall promptly pay to the Bank or such Participant Bank, as the case may be, such additional amount or amounts as will compensate the Bank or such Participant Bank, as the case may be, for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If the Bank or any Participant Bank determines that any Change in Law affecting the Bank or such Participant Bank or the Bank's or such Participant Bank's parent or holding company, if any, regarding capital requirements, has or would have the effect of reducing the rate of return to the Bank's or such Participant Bank's or the Bank's or such Participant Bank's parent or holding company, if any, as a consequence of this Agreement, the Fee Letter or the Letter of Credit, to a level below that which the Bank or such Participant Bank or the Bank's or such Participant Bank's parent or holding company could have achieved but for such Change in Law (taking into consideration such entities policies with respect to capital adequacy), then from time to time upon written request of the Bank or such Participant Bank, as applicable, the Corporation or the County, on behalf of the Corporation, shall promptly pay to the Bank or such Participant Bank, as the case may be, such additional amount or amounts

as will compensate the Bank or such Participant Bank or the Bank's or such Participant Bank's parent or holding company for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of the Bank or a Participant Bank setting forth the amount or amounts necessary to compensate the Bank or such Participant Bank or the Bank's or such Participant Bank's parent or holding company, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Corporation and the County, shall be conclusive absent manifest error. The Corporation or the County, on behalf of the Corporation, shall pay the Bank, such Participant Bank or their parent or holding company, as the case may be, the amount shown as due on any such certificate within sixty (60) days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of the Bank or any Participant Bank to demand compensation pursuant to this Section shall not constitute a waiver of the Bank's or such Participant Bank's right to demand such compensation. Notwithstanding anything contained in paragraphs (a) and (b) of this Section 2.8, the Corporation and the County shall have no liability to the Bank or any Participant Bank for any increased costs, increased capital or reduction in return to the extent incurred by the Bank or such Participant Bank more than one hundred eighty (180) days prior to the date that actual notice is given to the Corporation and the County with respect thereto (the "*Cut-Off Date*"), except where (A) the Bank or such Participant Bank had no actual knowledge of the action resulting in such increased costs, increased capital or reduction in return as of the Cut-Off Date or (B) such increased costs, increased capital or reduction in return apply to the Bank or such Participant Bank retroactively to a date prior to the Cut-Off Date.

(e) Notwithstanding anything to the contrary in this Section 2.8, in the event the Bank grants any participation to any Participant Bank under this Agreement, neither the Corporation nor the County shall have any obligation to pay amounts pursuant to this Section 2.8 in an amount greater than that which it would have been required to pay if the Bank had not granted such participation.

(f) *Survival.* The obligations of the County and the Corporation under this Section 2.8 shall survive the termination of this Agreement.

Section 2.9. Net of Taxes, Etc.

(a) *Payments Free of Taxes.* Any and all payments by or on account of any obligation of the Corporation or the County hereunder or under the Fee Letter shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes; provided that if the Corporation or the County shall be required by Applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Bank or any Participant Bank receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Corporation or the County, as applicable, shall make such deductions and (iii) the

Corporation or the County, on behalf of the Corporation, as applicable, shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with Applicable Law.

(b) *Payment of Other Taxes by the Corporation.* Without limiting the provisions of paragraph (a) above, the Corporation or the County, on behalf of the Corporation, as applicable, shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(c) *Indemnification by the Corporation.* The Corporation or the County, on behalf of the Corporation, as applicable, shall timely pay any Other Taxes to the relevant Governmental Authority and shall also, to the fullest extent permitted by law, indemnify the Bank and each Participant Bank, within thirty (30) days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Bank or any Participant Bank and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; *provided* that the Corporation shall not be obligated to indemnify the Bank for any penalties, interest or expenses relating to Indemnified Taxes or Other Taxes arising from the Bank's negligence or willful misconduct. The Bank and each Participant Bank agrees to give notice to the Corporation of the assertion of any claim against it relating to Indemnified Taxes and Other Taxes as promptly as reasonably practicable after being notified of such claim; *provided, however*, that the failure by the Bank or such Participant Bank to provide prompt notice shall not affect the Bank's or such Participant Bank's rights under this Section 2.9. A certificate stating in reasonable detail the amount of such payment or liability delivered to the Corporation and the County by the Bank or any Participant Bank shall be conclusive absent manifest error. In addition, the Corporation or the County, on behalf of the Corporation, as applicable, shall indemnify the Bank and each Participant Bank, within thirty (30) days after demand therefor, for any incremental Taxes that may become payable by the Bank or any Participant Bank as a result of any failure of the Corporation or the County, on behalf of the Corporation, as applicable, to pay any Taxes when due to the appropriate Governmental Authority or to deliver to the Bank or any Participant Bank pursuant to clause (d), documentation evidencing the payment of Taxes.

(d) *Evidence of Payments.* As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Corporation to a Governmental Authority, the Corporation or the County, as applicable, shall deliver to the Bank or such Participant Bank the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Bank or such Participant Bank, as applicable.

(e) *Treatment of Certain Refunds.* If the Bank or any Participant Bank determines that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified pursuant to this Section (including additional amounts paid by the Corporation or the County pursuant to this Section), it shall pay to the applicable indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, under this Section with respect to the Taxes or Other Taxes giving rise to such refund) together

with interest, if any, paid by the relevant Governmental Authority with respect to such refund; provided that the applicable indemnifying party, upon the request of the Bank, or such Participant Bank, as applicable, agrees to repay the amount paid over pursuant to this Section (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Bank or such Participant Bank in the event the Bank or such Participant Bank is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (e), in no event will the Bank or any Participant Bank be required to pay any amount to an indemnifying party pursuant to this paragraph (e) the payment of which would place the Bank or such Participant Bank in a less favorable net after-Tax position than the Bank or such Participant Bank would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require the Bank or any Participant Bank to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Corporation, the County or any other Person.

(f) *Survival.* The obligations of the County and the Corporation under this Section 2.9 shall survive the termination of this Agreement.

Section 2.10. Payments and Computations. (a) The Corporation shall make or cause to be made each payment hereunder (i) representing reimbursement pursuant to Section 2.4 hereof to the Bank of the amount drawn on the Bank pursuant to a Drawing made under the Letter of Credit not later than **[1:00 P.M., Los Angeles time]**, and (ii) not later than **[10:00 A.M., Los Angeles time]**, for all other payments (including, without limitation, those under the Fee Letter), on the day when due, in lawful money of the United States of America to the account of the Bank set forth in Section 2.10(c) hereof in immediately available funds; *provided, however*, that whenever any payment hereunder shall be due on a day that is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day, and any interest payable thereon shall be payable for such extended time; and *provided, further* that the Corporation shall be permitted to make any payment pursuant to Section 2.3 in next day funds if such payment is made (i) on the Business Day immediately preceding the date on which such payment would otherwise have been due and (ii) in an amount equal to the amount that would have been required to have been paid had the payment not been made in next day funds in reliance upon this proviso. Payment received by the Bank after the applicable time set forth in this Section 2.10 shall be considered to have been made on the next succeeding Business Day. All computations of interest payable by the Corporation hereunder shall be made on the basis of a year of 365 or 366 days, as the case may be, and the actual number of days elapsed. Interest shall accrue during each period during which interest is computed from and including the first day thereof to but excluding the last day thereof. All computations of fees payable by the Corporation hereunder or under the Fee Letter shall be made on the basis of a 360 day year but calculated on the actual number of days elapsed.

(b) Unless otherwise provided herein, any amount payable by the Corporation hereunder that is not paid when due shall bear interest at the Default Rate and shall be payable upon demand of the Bank.

(c) Payments under this Agreement shall be made to the Bank at its account as specified in the Fee Letter.

Section 2.11. Extension of Letter of Credit Expiration Date; Reduction in Stated Amount.

(a) On the Date of Issuance, the Letter of Credit Expiration Date shall be the Initial Letter of Credit Expiration Date. The Letter of Credit Expiration Date shall be subject to extension at any time following the then scheduled Letter of Credit Expiration Date, as set forth below and in the Letter of Credit. At least 90 days but not more than 120 days prior to the Letter of Credit Expiration Date, the Corporation and the County may request in writing that the Bank extend the Letter of Credit Expiration Date for an additional term of one year or such other period as the parties may agree by delivery to the Bank of a Request for Extension. Within 30 days of the date of any such Request for Extension, the Bank will notify the Corporation and the County in writing of the decision by the Bank in its absolute discretion whether to extend for such additional period, the Letter of Credit Expiration Date for purposes of this Agreement and the Letter of Credit, including in such notice the extended Letter of Credit Expiration Date and the conditions of such consent (including conditions relating to legal documentation and the consent of the Issuing and Paying Agent). If the Bank does so agree to extend, the Bank shall deliver an executed Notice of Extension to the Issuing and Paying Agent. If the Bank shall not so notify the Corporation, the Bank shall be deemed to have denied any such extension.

(b) *Reduction in Stated Amount.* The Corporation and the County may elect to reduce the Stated Amount of the Letter of Credit from time to time prior to the Letter of Credit Expiration Date by delivery of a Request for Reduction in Stated Amount to the Bank, upon receipt of which the Bank will notify the Issuing and Paying Agent by means of a notice in the form attached to the Letter of Credit as Annex F, thereby reducing the Stated Amount, all as set forth in the Letter of Credit. Upon such reduction, the Stated Amount of the Letter of Credit shall not be less than the sum of the principal amount of all outstanding Notes plus all interest to accrue on such Notes to the maturity date thereof.

Section 2.12. Evidence of Debt; Revolving Note. The Bank shall maintain in accordance with its usual practice an account or accounts evidencing the Obligations resulting from each drawing under the Letter of Credit and from each Advance and Term Loan made from time to time hereunder and the amounts of principal and interest payable and paid from time to time hereunder. In any legal action or proceeding in respect of this Agreement, the entries made in such accounts shall be prima facie evidence of the existence and amounts of the Obligations of the Corporation therein recorded, *provided* that the failure to make or any error in making any such recordation or notation shall not limit, extinguish or in any way modify the obligation of the Corporation to repay Drawings under the Letter of Credit or Principal Advances, Term Loans or Default Advances as set forth herein and shall not affect the Obligations of the Corporation hereunder or under the Revolving Note. To evidence the Obligations of the Corporation due and owing to the Bank under this Agreement with respect to amounts drawn under the Letter of Credit, the Corporation will execute and deliver the Revolving Note, substantially in the form of Exhibit B attached hereto, to the Bank on the Date of Issuance. The Bank shall note on the grid attached to the Revolving Note principal amounts owing to the Bank, and the maturity schedule therefor pursuant to Sections 2.5 and 2.6 respecting outstanding Advances and Term Loans with interest until payment in full pursuant to the terms of the Revolving Note.

Section 2.13. Obligations Absolute. The obligations of the Corporation and the County under this Agreement shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms thereof, under all circumstances whatsoever, including without limitation the following circumstances:

- (a) any lack of validity or enforceability of any of the Related Documents;
- (b) any amendment to, waiver of or consent to departure from any provision of, this Agreement or any of the Related Documents;
- (c) the existence of any claim, set-off, defense or other right which the Corporation or the County may have at any time against the Trustee, the Issuing and Paying Agent, the Dealer, the Bank (other than the defense of the payment to the Bank in accordance with the terms of this Agreement), any beneficiary or any transferee of the Letter of Credit (or any person or entity for whom any such beneficiary or any such transferee may be acting) or any other Person, whether in connection with this Agreement, any Related Document or any unrelated transaction;
- (d) any demand, statement or any other document presented under the Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;
- (e) any non-application or misapplication by the Issuing and Paying Agent of the proceeds of any drawing under the Letter of Credit;
- (f) payment by the Bank under the Letter of Credit to the person entitled thereto against presentation of a draft or certificate which does not comply strictly with the terms of the Letter of Credit; or
- (g) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

Nothing contained in this Section 2.13 shall operate to prevent the Corporation or the County from bringing a cause of action against the Bank for any liability it may incur as a result of its gross negligence or willful misconduct.

Notwithstanding the foregoing, the obligations of the Corporation under this Agreement are a special obligation of the Corporation payable solely from the Pledged Property. To the extent the County pays any obligation of the Corporation under this Agreement, such payment shall be deemed to be payment by the Corporation of such obligation.

Section 2.14. Termination; Acceptance of Alternate Credit Facility. Notwithstanding any provision of this Agreement or the Letter of Credit to the contrary, neither the Corporation nor the County shall terminate or replace the Letter of Credit prior to the Letter of Credit Expiration Date except upon (i) the payment to the Bank of a termination fee in an amount set forth in the Fee Letter, (ii) the payment to the Bank of all fees, expenses and other amounts payable

hereunder and under the Fee Letter, (iii) the payment to the Bank of all principal and accrued interest owing on the Revolving Note, and (iv) providing the Bank notice of its intention to do so at least thirty (30) days prior to the date of such termination or replacement; *provided* that all payments to the Bank referred to in clauses (i), (ii) and (iii) above shall be made with immediately available funds. The Corporation agrees that any termination of the Letter of Credit as a result of the provision of any Alternate Credit Facility will require, as a condition thereto, that the Corporation, the County, on behalf of the Corporation or the issuer of such Alternate Credit Facility will provide funds on the date of such termination or provision, which funds will be sufficient to pay in full at the time of termination of the Letter of Credit all Obligations due and owing to the Bank hereunder and under the Fee Letter.

Section 2.15. Pledge by the Corporation. (a) To provide security to the Bank for the payment by the Corporation of the Obligations under this Agreement, the Fee Letter and the Revolving Note, the Corporation has pledged to the Bank the Pledged Property pursuant to the Trust Agreement and all right, title and interest in all funds in the Issuing and Paying Agent Fund.

(b) The Corporation's obligation to pay Reimbursement Obligations, including the Revolving Note, shall be a special obligation of the Corporation payable solely from the moneys pledged to the payment thereof pursuant to the Trust Agreement and this Agreement.

(c) The pledges made hereby are valid, binding and perfected from the time when they are made and property so pledged shall immediately be subject to the lien of such pledges without any physical delivery thereof or further act, and the lien of such pledges shall be valid, binding and perfected as against all parties having claims of any kind in tort, contract or otherwise against the Corporation irrespective of whether such parties have notice thereof. No instrument by which such pledges are created nor any financing statement need be recorded or filed.

Section 2.16. Maximum Interest Rate; Payment of Fee. If the rate of interest payable hereunder or under the Fee Letter shall exceed the Maximum Lawful Rate for any period for which interest is payable, then (i) interest at such Maximum Lawful Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and thereof and (B) such Maximum Lawful Rate (the "*Excess Interest*"), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed such Maximum Lawful Rate, at which time the Corporation shall pay or cause to be paid to the Bank, with respect to amounts then payable to the Bank that are required to accrue interest hereunder or under the Fee Letter, such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Bank to equal such Maximum Lawful Rate, which payments of deferred Excess Interest shall continue to apply to such unpaid amounts hereunder and under the Fee Letter until all deferred Excess Interest is fully paid to the Bank. On the date on which no principal amount with respect to the Reimbursement Obligations or the Revolving Note remains unpaid, in consideration for any limitation of the rate of interest which may otherwise be payable hereunder or under the Fee Letter, the Corporation shall pay or cause to be paid to the Bank a fee equal to the amount of all unpaid deferred Excess Interest (the "*Excess Interest Fee*"); *provided* that the

Excess Interest Fee shall be payable as and to the extent that the then fair rental value with respect to the Components subject to the Sublease for such Base Rental Period exceeds the sum of all other Reimbursement Obligations remaining unpaid hereunder and the amount of interest accruing on the Notes during such Base Rental Period.

Section 2.17. Adjustment of Base Rental. (a) To the extent any Reimbursement Obligation or accrued interest thereon has not been paid as and when due or any deferred Excess Interest remains unpaid, following the Termination Date and for so long thereafter as any Reimbursement Obligations remain unpaid, the County and the Corporation shall increase the amount of the Base Rental payable under the Sublease for the Property to the greater of (i) the Maximum Base Rental for the Property or (ii) the maximum fair rental value of the Property determined in accordance with subsection (b) below.

(b) To the extent any Reimbursement Obligation or accrued interest thereon has not been paid as and when due or any deferred Excess Interest remains unpaid, following the Termination Date and for so long thereafter as any Reimbursement Obligations remain unpaid, unless the Sublease has terminated in accordance with its terms, the County and the Corporation agree, at the Bank's sole written request, from time to time (but not more than once in any twelve month period), to determine or cause to be determined, the fair rental value for one or more Components. Such determination shall be by any method that the Bank may reasonably request, subject to the reasonable approval of such method by the County, the Corporation and bond counsel, including a Class C appraisal and shall be at the sole expense of the County and the Corporation. In addition, the County and the Corporation agree to extend the term of (i) the Site Lease in accordance with Section 4 thereof and (ii) the Sublease in accordance with Section 2.2 thereof, if, on the stated expiration thereof, any amounts remain owing to the Bank hereunder, under the Fee Letter or under any of the other Related Documents.

ARTICLE III

CONDITIONS OF ISSUANCE

Section 3.1. Conditions Precedent to Issuance of the Letter of Credit. The obligation of the Bank to issue the Letter of Credit is subject to the fulfillment of the following conditions precedent on or before the Date of Issuance in form and substance and in a manner satisfactory to the Bank:

(a) The Bank shall have received:

(i) Certified copies of the resolutions of the Corporation and the County approving this Agreement, the Fee Letter and the other Related Documents and the other matters contemplated hereby and thereby, and all other documents, including records of proceedings of the Corporation and the County, instruments, governmental approvals, third party approvals and opinions as the Bank and its counsel may reasonably request evidencing any other necessary action;

(ii) A certificate of the Corporation and the County stating the names and true signatures of the officers of the Corporation and the County authorized to sign this Agreement, the Fee Letter and the other documents to be delivered by the Corporation and the County hereunder;

(iii) Executed or conformed copies of each of the Related Documents and the Interbank Agreement in form and substance satisfactory to the Bank;

(iv) A letter addressed to the Bank from Note Counsel, entitling the Bank to rely on such firm's approving Note opinion addressed to the Corporation and such other customary matters as the Bank may reasonably request;

(v) (A) Evidence that the rating assigned to the Notes by S&P is A-1+ and by Moody's is P-1; and (B) evidence from Moody's, S&P and Fitch confirming that the underlying unenhanced long-term rating assigned to the Lease Obligation Debt by Moody's is "A1" (or its equivalent), "AA-" (or its equivalent) by S&P and "A+" (or its equivalent) by Fitch (referred to herein as the "*Rating Documentation*");

(vi) The Revolving Note duly executed and delivered by the Corporation to the Bank;

(vii) A certificate of the County setting forth the annual fair rental value of each Component;

(viii) Certificates of the Corporation and the County stating that (A) on the Date of Issuance, no event has occurred and is continuing, or would result from the issuance of the Letter of Credit, which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both; and (B) on the Date of Issuance and after giving effect to the issuance of the Letter of Credit, all representations and warranties of the Corporation and the County contained herein and in the other Related Documents or otherwise made in writing in connection herewith and therewith shall be true and correct with the same force and effect as though such representations and warranties had been made on and as of the Date of Issuance;

(ix) An opinion of the County Counsel, as counsel to the Corporation, in form and substance satisfactory to the Bank and its counsel, and addressed to the Bank;

(x) An opinion of the County Counsel, as counsel to the County, in form and substance satisfactory to the Bank and its counsel, and addressed to the Bank;

(xi) Audited financial statements for the County for the two most recently available fiscal years and the most recent operating budget summaries for the County's General Fund for the current fiscal year;

(xii) Evidence of title insurance on the Components in the form of a CLTA leasehold policy (10-21-87) of title insurance insuring the Trustee, in an amount not less than the Maximum Principal Amount, subject only to such exceptions as shall be acceptable to the Bank, with such endorsements and affirmative coverages as may be reasonably required by the Bank, and otherwise in form and substance satisfactory to the Bank and its counsel and issued by an insurance company acceptable to the Bank and its counsel and authorized to issue such insurance in the State of California;

(xiii) Evidence of the County's current hazard and rental interruption insurance for the Components for a period of at least two (2) years Maximum Base Rental, assuming an interest rate of 10% per annum, and such evidence of insurance shall be satisfactory to the Bank. The Bank shall also have received a certificate from the County stating that the County's current policies of insurance and any self-insurance or alternative risk management programs maintained by the County comply with the provisions of Section 4.3 of the Sublease and Sections 5.1(t) hereof. Any such commercial insurance policies shall be issued by insurers rated "A" or better by Best's or approved by the Bank;

(xiv) A copy of the investment policy of the County;

(xv) Certificates of the Trustee and the Issuing and Paying Agent evidencing the signatures and offices of officers of each executing the Related Documents and with respect to the Issuing and Paying Agent, authorized to draw on the Letter of Credit, and with respect to such other matters as the Bank may reasonably request, and an opinion of counsel to each of the Issuing and Paying Agent and the Trustee, in form and substance satisfactory to the Bank and its counsel, and addressed to the Bank;

(xvi) A written description of all actions, suits or proceedings pending or threatened against the County or the Corporation in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a material adverse effect on either the County's or the Corporation's ability to perform its obligation under this Agreement or any other Related Document and such other statements, certificates, agreements, documents and information with respect thereto as the Bank may reasonably request; and

(xvii) Such other documents, certificates, opinions, approvals and filings with respect to the Related Documents and this Agreement as the Bank may reasonably request.

(b) All other legal matters pertaining to the execution and delivery of this Agreement, the other Related Documents and the execution and delivery of the first installment of the Notes shall be reasonably satisfactory to the Bank and its counsel.

(c) The Corporation shall have made payment to the Bank of all amounts due on the Date of Issuance under Section 7.6 hereof.

(d) Prior to the Date of Issuance, the Bank shall have received evidence that all amounts due and owing to the Previous Banks set forth in applicable invoices received by the County from the Previous Banks not later than seven (7) days prior to the Date of Issuance, have been paid in full and the Previous Letters of Credit have been terminated.

Section 3.2. Conditions Precedent to Each Credit Event. As a condition precedent to the occurrence of each Credit Event hereunder, including the initial Credit Event, the following conditions shall be satisfied on the date of such Credit Event:

(a) no Event of Default shall have occurred and be continuing; and

(b) the representations and warranties made by the Corporation and the County in Article 4 hereof (other than in Sections 4.1(g) and 4.2(g) hereof) shall be true and correct in all material respects on and as of such date, as if made on and as of such date.

On the occurrence of each Credit Event, the Corporation and the County shall be deemed to have represented and warranted that the foregoing conditions precedent have been satisfied.

Section 3.3. No-Issuance Notice; Final Drawing Notice. The Bank may deliver a notice to the Issuing and Paying Agent in the form of (i) Annex H to the Letter of Credit (a “*Final Drawing Notice*”) or (ii) Annex G to the Letter of Credit (a “*No-Issuance Notice*”) at any time that the Bank shall have determined that (i) the conditions precedent to the occurrence of a Credit Event set forth in Section 3.2 hereof have not been satisfied or (ii) an Event of Default shall have occurred and be continuing. Upon receipt of such notice, the Issuing and Paying Agent shall cease authenticating Notes, as provided in the Issuing and Paying Agent Agreement, unless and until such No-Issuance Notice or Final Drawing Notice is rescinded. Any such notice received after 9:00 A.M., Los Angeles time, on any day on which Notes are being issued, shall be deemed to have been received on the next succeeding day. The Bank shall not incur any liability as a result of the Bank’s giving of any No-Issuance Notice or Final Drawing Notice that, in its good faith judgment, the Bank determines to be in accordance with this Section 3.3. Notwithstanding anything in this Section 3.3 which may be to the contrary, a No-Issuance Notice shall not affect the obligation of the Bank to honor demands for payment under the Letter of Credit with respect to Notes authenticated prior to the receipt by the Issuing and Paying Agent of such No-Issuance Notice, and the Issuing and Paying Agent shall continue to have the right to draw under the Letter of Credit to pay the principal of and accrued interest on maturing Notes authenticated prior to the receipt by the Issuing and Paying Agent of such No-Issuance Notice. A No-Issuance Notice or the Final Drawing Notice may be given by facsimile or electronic mail transmission, confirmed in writing within 24 hours, but the failure to so confirm such No-Issuance Notice or

the Final Drawing Notice in writing shall not render such No-Issuance Notice or the Final Drawing Notice ineffective. The Bank will furnish a copy of any No-Issuance Notice or the Final Drawing Notice to the County, Corporation and the Dealers promptly following delivery thereof to the Issuing and Paying Agent, but the failure to furnish any such copy shall not render ineffective such No-Issuance Notice or the Final Drawing Notice.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1. County Representations and Warranties. The County represents and warrants that, as of the date on which this Agreement is executed:

(a) *Existence.* The County is validly existing as a political subdivision of the State, duly organized and created and validly existing under the Constitution of the State with full right and power to own its properties and to carry on its affairs as now being conducted and to pledge the security and to execute, deliver and perform its obligations under this Agreement and each Related Document to which it is a party.

(b) *Authorization; Contravention.* The execution, delivery and performance by the County of this Agreement and the other Related Documents to which it is a party are within the County's powers, have been duly authorized by all necessary action, require no further consent or action by or in respect of, or filing with, any governmental body, agency, official or other Person and do not violate or contravene, or constitute a default under, any provision of applicable law, charter, ordinance or regulation or of any material agreement, judgment, injunction, order, writ, determination, award, decree or material instrument binding upon the County or by which the County or its properties may be bound or affected, or result in the creation or imposition of any lien or encumbrance on any asset of the County (other than pursuant to such enumerated documents). The County is not a party to, or otherwise subject to, any provision contained in any instrument evidencing indebtedness of the County, any agreement relating thereto, or any other contract or agreement (including its charter) that limits the amount of, or otherwise imposes restrictions on, the incurring of obligations of the County that would materially and adversely affect the ability of the County to perform its obligations hereunder or under any other Related Documents to which it is a party.

(c) *Binding Effect.* Assuming due execution by the other parties thereto, this Agreement and the other Related Documents to which the County is a party each constitutes a valid, binding and enforceable agreement of the County, subject to applicable laws affecting creditors' rights generally and general principles of equity regardless of whether such enforceability is considered in a proceeding at law or in equity.

(d) *No Default.* It is not, in any material respect, in breach of or default under its organizational documents, or any applicable law or administrative regulation of the State or of the United States, relating, in each case, to the transactions contemplated

hereby or by the other Related Documents, or any applicable judgment, decree, loan agreement, note, resolution, ordinance or other material agreement to which it is a party or is otherwise subject. Late delivery of financial statements or other reporting documentation shall not be deemed material for purposes of this Section.

(e) *Litigation.* Except as required to be disclosed in writing to the Bank pursuant to Section 5.1(i) hereof prior to the Date of Issuance, there is no action, suit or proceeding pending in which service of process has been completed on the County, or to the best knowledge of the County after due inquiry, threatened against or affecting, the County before any court or arbitrator or any governmental body, agency or official seeking to restrain or enjoin the issuance, sale, execution or delivery of the Notes or in any way contesting or affecting the validity of the Notes or in which there is a reasonable possibility of an adverse decision which could have a material adverse effect on (i) the ability of the County to perform its obligations hereunder or under the Related Documents to which it is a party or (ii) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(f) *No Sovereign Immunity.* The County does not enjoy any rights of immunity on the grounds of sovereign immunity with respect to its obligations hereunder or under any other Related Document to which it is a party or by which it is bound.

(g) *Incorporation of Representations and Warranties by Reference.* As of the Date of Issuance, the County hereby makes to the Bank the same representations and warranties made by the County as are set forth in the Related Documents (other than this Agreement) to which it is a party, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety. No amendment to such representations and warranties or defined terms made pursuant to the Related Documents (other than this Agreement) to which it is a party shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the consent of the Bank.

(h) *No Proposed Legal Changes.* To the best knowledge of the County after due inquiry, there is no amendment, or no proposed amendment certified for placement on a statewide ballot, to the Constitution of the State of California or any published administrative interpretation of the Constitution of the State of California or any State of California law, or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect (i) the execution and delivery of this Agreement or the other Related Documents to which the County is a party, or (ii) the performance by the County of its obligations under this Agreement or the other Related Documents to which the County is a party.

(i) *Offering Memorandum.* The information contained in the Offering Memorandum under the caption [“COUNTY OF LOS ANGELES,”] as of the Date of

Issuance, and as of the date of each issuance of Notes under the Trust Agreement, does not contain any untrue statement of any material fact.

(j) *Title to Property; Sublease.* The County has good and marketable fee simple title to all of the Components, subject only to Permitted Encumbrances. The Sublease is in full force and effect. The County, as lessee under the Sublease, is in peaceable possession of the Property. No waiver, indulgence or postponement of any of the County's obligations under the Sublease has been granted by the Trustee. There exists no event of default or event, occurrence, condition or act that, with the giving of notice, the lapse of time or the happening of any further event or condition, would become a default under the Sublease.

(k) *Disclosure.* Except as disclosed in writing to the Bank prior to the Date of Issuance, there is no fact known to the County, as of the date this representation is made, that would have a material adverse effect on (i) the ability of the County to perform its obligations hereunder or under the other Related Documents to which it is a party or (ii) the enforceability or validity of any of the Related Documents.

(l) *Financial Information.* The consolidated statement of financial position of the County as of June 30, 2012, as well as each CAFR of the County as of any more recent date, delivered to the Bank pursuant to this Agreement, fairly present the financial condition of the County as at such date and the results of the operations of the County for the period ended on such date, all in accordance with generally accepted accounting principles consistently applied, and since the date of such financial information, there has been no change in the business, financial condition, results of operations, or prospects of the County which would materially and adversely affect the ability of the County to perform its obligations hereunder or under any other Related Documents to which it is a party.

(m) *Legal Matters.* The County is in material compliance with all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction over the County, non-compliance with which would materially and adversely affect the ability of the County to perform its obligations hereunder or under any other Related Documents to which it is a party.

(n) *Environmental Laws.* Except as otherwise disclosed to the Bank prior to the Date of Issuance and to the best knowledge of County after due inquiry, with respect to each of the Components, the County is in material compliance with all applicable Environmental Laws (except to the extent non-compliance would have no material adverse effect on the annual fair market rental value of any such Component) of which compliance includes, but is not limited to, the possession by the County of all material permits and other governmental authorization required under applicable Environmental Laws, and compliance with the terms and conditions thereof. To its knowledge after due inquiry, the County has not received any written communication that alleges that the County is not in such compliance.

(o) *ERISA*. The County does not maintain or contribute to, and has not maintained or contributed to, any Plan that is subject to Title IV of ERISA.

(p) *Regulations U and X*. The County is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System); and no proceeds of the Notes will be used to extend credit to others for the purpose of purchasing or carrying any margin stock, or for any other purpose that would violate Regulation U or X issued by the Board of Governors of the Federal Reserve System.

(q) *No Tax or Fee*. Neither the execution or delivery of this Agreement or the advance of any amounts pursuant to this Agreement will give rise to any tax or fee imposed by any local or state agency or governmental body.

(r) *Usury*. The terms of this Agreement and the Related Documents regarding calculation and payment of interest and fees do not violate any applicable usury laws.

(s) *Solvency*. The County is solvent.

(t) *Essentiality*. The Property is an essential asset of the County necessary to serve the needs of the residents of the County. The County believes that at all times while any Rental Payments or any obligation of the County under the Related Documents remains unpaid, the Property will remain an essential asset of the County.

(u) *Fair Rental Value*. The total Rental Payments for the Property do not exceed the fair rental value of the Property. 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 which will accrue to the County and the general public.

Section 4.2. Corporation Representations and Warranties. The Corporation represents and warrants that, as of the date on which this Agreement is executed:

(a) *Existence*. The Corporation is validly existing as a non-profit public benefit corporation under the laws of the State, including the State Constitution, with full right and power to own its properties and to carry on its affairs as now being conducted and to issue the Notes, to pledge the security and to execute, deliver and perform its obligations under this Agreement and each Related Document to which it is a party.

(b) *Authorization; Contravention*. The execution, delivery and performance by the Corporation of this Agreement, the Revolving Note and the other Related Documents to which it is a party are within the Corporation's powers, have been duly authorized by all necessary action, require no further consent or action by or in respect of, or filing with (except as has previously been made), any governmental body, agency,

official or other Person and do not violate or contravene, or constitute a default under, any provision of applicable law, articles of incorporation, bylaws, ordinance or regulation or of any material agreement, judgment, injunction, order, writ, determination, award, decree or material instrument binding upon the Corporation or by which the Corporation or its properties may be bound or affected, or result in the creation or imposition of any lien or encumbrance on any asset of the Corporation (other than pursuant to such enumerated documents). The Corporation is not a party to, or otherwise subject to, any provision contained in any instrument evidencing indebtedness of the Corporation, any agreement relating thereto, or any other contract or agreement (including its articles of incorporation and bylaws) that limits the amount of, or otherwise imposes restrictions on, the incurring of obligations of the Corporation that would materially and adversely affect the ability of the Corporation to perform its obligations hereunder or under any other Related Documents to which it is a party.

(c) *Binding Effect.* Assuming due execution by the other parties thereto, this Agreement and the other Related Documents to which the Corporation is a party each constitutes a valid, binding and enforceable agreement of the Corporation, subject to applicable laws affecting creditors' rights generally and general principles of equity regardless of whether such enforceability is considered in a proceeding at law or in equity.

(d) *No Default.* It is not, in any material respect, in breach of or default under its articles of incorporation or its bylaws or other similar documents, or any applicable law or administrative regulation of the State or of the United States, relating, in each case, to the issuance of debt securities by it, or any applicable judgment, decree, loan agreement, note, resolution, ordinance or other material agreement to which it is a party or is otherwise subject. Late delivery of financial statements or other reporting documentation shall not be deemed material for purposes of this Section.

(e) *Litigation.* Except as required to be disclosed in writing to the Bank pursuant to Section 5.1(i) hereof prior to the Date of Issuance, there is no action, suit or proceeding pending in which service of process has been completed on the Corporation, or to the best knowledge of the Corporation after due inquiry, threatened against or affecting, the Corporation before any court or arbitrator or any governmental body, agency or official seeking to restrain or enjoin the issuance, sale, execution or delivery of the Notes or in any way contesting or affecting the validity of the Notes or in which there is a reasonable possibility of an adverse decision which could have a material adverse effect on (i) the ability of the Corporation to perform its obligations hereunder or under the Related Documents to which it is a party or (ii) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(f) *No Sovereign Immunity.* The Corporation does not enjoy any rights of immunity on the grounds of sovereign immunity with respect to its obligations hereunder or under any other Related Document to which it is a party or by which it is bound.

(g) *Incorporation of Representations and Warranties by Reference.* As of the Date of Issuance, the Corporation hereby makes to the Bank the same representations and warranties made by the Corporation as are set forth in the Related Documents (other than this Agreement) to which it is a party, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety. No amendment to such representations and warranties or defined terms made pursuant to the Related Documents (other than this Agreement) to which it is a party shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the consent of the Bank.

(h) *No Proposed Legal Changes.* To the best knowledge of the Corporation after due inquiry, there is no amendment, or no proposed amendment certified for placement on a statewide ballot, to the Constitution of the State of California or any published administrative interpretation of the Constitution of the State of California or any State of California law, or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect (i) the execution and delivery of this Agreement or the other Related Documents to which the Corporation is a party, or (ii) the performance by the Corporation of its obligations under this Agreement or the other Related Documents to which the Corporation is a party.

(i) *Offering Memorandum.* The information contained in the Offering Memorandum under the caption [**“LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION,”**] as of the Date of Issuance, and as of the date of each issuance of Notes under the Trust Agreement, does not contain any untrue statement of any material fact.

(j) *Title to Property.* The Corporation has good and marketable leasehold title to all of the Components pursuant to the Site Lease. The Site Lease is in full force and effect. The Corporation, as lessee under the Site Lease, is in peaceable possession of the Property. No waiver, indulgence or postponement of any of the Corporation’s obligations under the Site Lease has been granted by the County. There exists no event of default or event, occurrence, condition or act that, with the giving of notice, the lapse of time or the happening of any further event or condition, would become a default under the Site Lease.

(k) *Disclosure.* Except as disclosed in writing to the Bank prior to the Date of Issuance, there is no fact known to the Corporation that would have a material adverse effect on (i) the ability of the Corporation to perform its obligations hereunder or under the other Related Documents to which it is a party or (ii) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(l) *Usury.* The terms of this Agreement and the Related Documents regarding calculation and payment of interest and fees do not violate any applicable usury laws.

(m) *Legal Matters.* The Corporation is in material compliance with all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction over the Corporation, non-compliance with which would materially and adversely affect the ability of the Corporation to perform its obligations hereunder or under any other Related Documents to which it is a party.

(n) *Pledged Property.* The Trust Agreement creates a valid security interest in the Pledged Property as security for the punctual payment and performance of the obligations of the Corporation under this Agreement and under the Revolving Note.

(o) *Regulations U and X.* The Corporation is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System); and no proceeds of the Notes will be used to extend credit to others for the purpose of purchasing or carrying any margin stock, or for any other purpose that would violate Regulation U or X issued by the Board of Governors of the Federal Reserve System.

(p) *No Tax or Fee.* Neither the execution or delivery of this Agreement or the advance of any amounts pursuant to this Agreement will give rise to any tax or fee imposed by any local or state agency or governmental body.

(q) *ERISA.* The Corporation does not maintain or contribute to, and has not maintained or contributed to, any Plan that is subject to Title IV of ERISA.

(r) *Solvency.* The Corporation is solvent.

ARTICLE V

COVENANTS

Section 5.1. Covenants. The Corporation and the County each agrees that so long as the Letter of Credit remains outstanding or any amount payable hereunder remains unpaid:

(a) *Information.* The County and the Corporation will prepare or cause to be prepared and deliver to the Bank the following:

(i) as promptly as available (and in any event within 270 days following the end of each Fiscal Year of the County), the complete Comprehensive Annual Financial Report (“CAFR”) of the County, certified as to the fairness of presentation and conformity with generally accepted accounting principles by a recognized firm of independent certified public accountants;

(ii) concurrently with the delivery of each CAFR pursuant to (a)(i) above, upon the request of the Bank, a certificate from a County Representative certifying that such County Representative has no knowledge of any event which

constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both, that has occurred and is continuing and a certificate from a the Corporation Representative certifying that such the Corporation Representative has no knowledge of any event which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both, that has occurred and is continuing;

(iii) upon the request of the Bank, within ninety (90) days of proposal or adoption (as the case may be) of the most recently proposed or adopted annual operating budget of the County (as the case may be) with respect to the County's General Fund, evidence that such annual operating budget with respect to the County's General Fund includes therein all Minimum Required Rental Payments and Additional Payments due during such period, if not otherwise paid from capitalized interest funded by proceeds of the Notes; and

(iv) such other information respecting the affairs, conditions and/or operations, financial or otherwise, of the County or the Corporation, as the Bank may from time to time reasonably request.

All factual information hereinafter delivered by the Corporation or the County in writing to the Bank will be, to the knowledge of the authorized person delivering such information after reasonable inquiry, accurate and complete in all material respects on the date as of which such information is certified.

(b) *Amendments to Related Documents.* Without the prior written consent of the Bank, the Corporation and the County will not agree or consent to any amendment, supplement, waiver or modification of any provision of any Related Document to which the Corporation or the County is a party that affects the rights, interests, security or remedies of the Bank hereunder.

[(c) *Incorporation of Covenants by Reference.* The Corporation and the County each agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the Related Documents to which it is a party, which provisions, as well as related defined terms contained herein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety. To the extent that any such incorporated provision permits any Person to waive compliance with or consent to such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to any Person, for purposes of this Agreement, such provision shall be complied with only if it is waived or consented to by the Bank and such document, opinion or other instrument shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Bank.]

(d) *Dealers; Issuing and Paying Agent.* The Corporation and the County will not, without the prior written consent of the Bank (which consent shall not be unreasonably withheld or delayed), appoint or permit the appointment of a successor Dealer or Issuing and Paying Agent. The Corporation and the County shall at all times maintain one or more Dealers and an Issuing and Paying Agent under the Trust Agreement. The Corporation and the County shall cause the Dealers and the Issuing and Paying Agent to market, issue, and deliver, as applicable, Notes up to the Maximum CP Rate. If any Dealer fails to sell the Notes for sixty (60) consecutive days, then the Corporation and the County agree, at the written request of the Bank, to cause the applicable Dealer to be replaced with a Dealer reasonably satisfactory to the Bank. Any dealer agreement with a successor Dealer shall provide that (a) such dealer may resign upon at least 60-days prior written notice to the County, Issuing and Paying Agent and the Bank and (b) such dealer shall use its best efforts to sell the Notes up to the Maximum CP Rate.

(e) *Outstanding Notes Plus All Interest to Accrue Thereon Not to Exceed Stated Amount; No Issuance after Receipt of No-Issuance Notice.* (i) The Corporation will instruct the Issuing and Paying Agent not to authenticate or deliver any Note if, immediately after the authentication and delivery of, and receipt of payment for, such Note, the sum of (1) the face value of all discount Notes and (2) the principal amount of all outstanding non-discount Notes plus all interest to accrue on such non-discount Notes to the maturity date thereof, would exceed the Stated Amount. (ii) The Corporation will not instruct the Issuing and Paying Agent to authenticate or deliver any Note if the Issuance and Paying Agent has received a No-Issuance Notice or Final Drawing Notice, unless and until such No-Issuance Notice or Final Drawing Notice is rescinded.

(f) *Defaults.* The Corporation and the County will promptly (and in any event within ten Business Days after becoming aware thereof) notify the Bank of the occurrence of any Default or Event of Default, specifying the details of such Event of Default and, to the extent a determination has been made, the action that the Corporation proposes to take with respect thereto.

(g) *Books, Records.* The Corporation and the County will permit, during normal business hours and from time to time, upon reasonable prior notice, the Bank or any of its agents or representatives to examine and make copies of and abstracts from the records and books of account of the Corporation and the County, respectively (except records and books of accounts the examination of which by the Bank is prohibited by law), and to discuss the affairs, finances and accounts of the Corporation and the County with any representative or any other appropriate officer of the Corporation and the County or the Corporation's or the County's independent public accountants. Without limiting the foregoing, upon reasonable prior notice the Corporation shall permit the Bank to visit and inspect any of the Property during regular business hours as often as the Bank may reasonably request.

(h) *Other Obligations.* The Corporation and the County will each comply with and observe all other obligations and requirements set forth in the Trust Agreement

and each other Related Document to which it is a party (including without limitation all provisions therein for the benefit of the Bank) in all material respects and in all laws, statutes and regulations binding upon it, noncompliance with which would materially adversely affect the Corporation's or the County's ability to perform its respective obligations under the Notes, this Agreement or any of the other Related Documents.

(i) *Litigation; Material Change.* The Corporation and the County shall promptly notify the Bank of (i) the existence and status of any litigation which individually or in the aggregate could, in the event of an unfavorable outcome, or (ii) the occurrence of any other event or change which could have a material adverse effect on (A) the ability of the Corporation or the County to perform their respective obligations hereunder or under the other Related Documents or (B) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(j) *Repayment of Drawings.* On and after the date of any drawing on the Letter of Credit, the Corporation will use its best efforts to cause the Dealer to sell Notes as soon as practicable and to use the proceeds of the sale of such Notes to repay such drawing.

(k) *Obligations under Related Documents.* The Corporation and the County shall take all actions as may be reasonably requested by the Bank to enforce the obligations under the Related Documents of each of the other parties thereto.

(l) *Replacement of Certain Entities.* The Corporation shall obtain the prior written consent of the Bank to the replacement of the Issuing and Paying Agent or the Dealer, which consent shall not be unreasonably withheld or delayed. The Corporation and the County shall provide the Bank with prior written notice of the replacement of any other entity that is a party to a Related Document.

(m) *Limitation on Voluntary Liens.* The Corporation and the County shall not create a pledge, lien or charge on any part of the Property or the Pledged Property, other than Permitted Encumbrances and other than the lien in favor of holders of the Notes and the Bank; *provided, further,* that in no event shall any pledge, lien or charge on the Property or Pledged Property securing any swap termination or payments provided for pursuant to any Swap Contract be first in priority to the pledge, lien or charge on any part of the Property or the Pledged Property or any other obligation owed the Bank hereunder. The County and the Corporation covenant (i) to keep the Components and all parts thereof free from judgments, and materialmen's and mechanics' liens, claims, demands, encumbrances, liabilities and other liens of whatever nature or character, which, in each case, might hamper the County in utilizing the Components; and (ii) promptly, upon request of the Bank, to take such action from time to time as may be reasonably necessary or proper to remedy or cure any cloud upon or defect in the title to the Components or any part thereof, whether now existing or hereafter developing, to prosecute all actions, suits, or other proceedings as may be reasonably appropriate for such purpose.

(n) *County and the Corporation to Maintain Existence.* The Corporation agrees that it will maintain its existence as a California nonprofit public benefit corporation. The County agrees that it will maintain its existence as a political subdivision under its charter and the laws of the State.

(o) *Further Assurances.* The County and the Corporation will execute, acknowledge where appropriate, and deliver from time to time promptly at the request of the Bank all such instruments and documents as in the opinion of the Bank are reasonably necessary or desirable to carry out the intent and purposes of this Agreement.

(p) *No Impairment.* The County and the Corporation will not take any action, or cause or permit the Trustee or the Issuing and Paying Agent to take any action, under the Trust Agreement, the Sublease or any other Related Document inconsistent with the rights and remedies of the Bank under this Agreement.

(q) *Lease Payments.* The County and the Corporation will not issue or authorize the issuance of any obligation payable from the Rental Payments (as defined in the Sublease) due under the Sublease other than the Notes and the Revolving Note.

(r) *References to the Bank.* Except as may be required by law (including federal and state securities laws), the County and the Corporation will not include any information concerning the Bank (other than identifying the Bank as a party to its contracts with the County and the Corporation) that is not supplied in writing, or otherwise consented to, by the Bank expressly for inclusion therein, in any written or published materials (other than the County's staff reports, annual statements, audited financial statements and rating agency presentations) without the prior written consent of the Bank; provided that, without the prior written consent of the Bank, the County may identify the Bank as the issuer of the Letter of Credit and a party to this Agreement, the Stated Amount of the Letter of Credit, the expiration date of the Letter of Credit and that the Corporation's and the County's obligations under this Agreement and the Fee Letter are secured by Pledged Property, in other disclosure documents of the County, so long as no other information relating to the Agreement, the Fee Letter or the Bank is disclosed in such offering documents without the prior written consent of the Bank.

(s) *Title Insurance.* Title insurance shall be provided and maintained in the manner and in form and substance as set forth in the Sublease; *provided* that notwithstanding anything contained in the Sublease or any other Related Document to the contrary, any policy of title insurance shall be subject only to such exceptions as shall be acceptable to the Bank, with such endorsements and affirmative coverages as may be reasonably required by the Bank pursuant to Section 3.1(a)(xii) hereof, including the CLTA/Bondholder endorsement (Form 112.2) and the Tie-In endorsement, and otherwise in form and substance satisfactory to the Bank and its counsel and issued by an insurance company acceptable to the Bank and its counsel and authorized to issue such insurance in the State.

(t) *Maintenance of Insurance.* Insurance shall be provided and maintained in the manner and in form and substance as set forth in the Sublease.

(u) *Covenants and Legal Duties.* Subject to Section 3.1(g) of the Sublease, the County agrees to include all Minimum Required Rental Payments and Additional Rental due under the Sublease in each Fiscal Year in its annual budget and to make the necessary annual appropriations for all such Minimum Required Rental Payments and Additional Rental, and for all Minimum Supplemental Rental Payments, if any, subject to Section 3.5 of the Sublease. The covenants on the part of the County herein contained and in the Sublease 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 such covenants and agreements.

(v) *Use of Proceeds.* The Corporation shall cause the Issuing and Paying Agent to use the proceeds of drawings made under the Letter of Credit to be expended solely to pay the principal of and interest on maturing Notes.

(w) *Ratings.* (i) The County shall give written notice to the Bank as soon as practicable of the decrease, withdrawal or suspension of any rating maintained by the County at Moody's, Fitch or S&P in respect of its unenhanced Lease Obligation Debt; and (ii) the County shall cause to be maintained at least one long-term unenhanced rating on its Lease Obligation Debt by Moody's or S&P.

(x) *Voluntary Rent Abatement.* Except as required by law and the terms of the Sublease, the County shall not seek or assert a claim for abatement of rental payments under the Sublease.

(y) *Additional Rights.* In the event that the County shall enter into or otherwise consent to (A) any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, bond purchase agreement or other agreement or instrument (or any amendment, supplement or other modification thereof) under which, directly or indirectly, any Person or Persons undertake(s) (each a "Provider") to make or provide funds to make payment of, or to purchase or provide credit or liquidity enhancement for or with respect to any Debt secured by, payable from or relating to the Sublease, Pledged Property or Rental Payments (each a "Bank Agreement"), which Bank Agreement (i) contains covenants that are more restrictive on the part of the County or the Corporation than those contained in this Agreement, (ii) contains events of default and/or remedies that are more favorable to the Provider under such Bank Agreement than those contained in this Agreement and/or (iii) provides that any outstanding principal, advance, loan or drawing thereunder may or shall be amortized over a period shorter than the Amortization Period set forth in Section 2.6(b) hereof (collectively, the "Additional Rights") or (B) any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, bond purchase agreement or other agreement or instrument (or any

amendment, supplement or other modification thereof) under which, directly or indirectly, any Provider undertakes to make or provide funds to make payment of, or to purchase or provide credit or liquidity enhancement for or with respect to any Debt of the County (each a “*County Agreement*”) which provides that any dispute arising under or relating to such County Agreement shall be subject to judicial reference pursuant to California Code of Civil Procedure Section 638 (or any successor provision thereof) (each a “*Judicial Reference Provision*”), such Additional Rights and/or Judicial Reference Provision, as applicable, shall automatically be deemed to be incorporated into this Agreement and the Bank shall have the benefits of such Additional Rights and/or Judicial Reference Provision, as applicable. Upon entering into or consenting to any Bank Agreement or County Agreement, the County and the Corporation shall promptly enter into an amendment to this Agreement to include such Additional Rights and/or Judicial Reference Provision, as applicable, *provided* that the Bank shall maintain the benefit of such Additional Rights and/or Judicial Reference Provision, as applicable, even if the County and/or the Corporation fails to provide such amendment. If the County shall amend any such Bank Agreement or County Agreement such that it no longer provides for such Additional Rights (except for waivers of such Additional Rights), then, without the consent of the Bank, this Agreement shall automatically no longer contain the Additional Rights thereunder and the Bank shall no longer have the benefits of any such Additional Rights.

(z) *Immunity.* To the fullest extent permitted by law, each of the Corporation and the County agrees not to assert the defense of immunity (on the grounds of sovereignty or otherwise) in any proceeding by the Bank to enforce any of the obligations of the Corporation or the County under this Agreement or any other Related Document.

(aa) *ERISA.* The Corporation will comply in all material respects with Title IV of ERISA, if, when and to the extent applicable.

(bb) *Alternate Letter of Credit.* (i) The Corporation and the County agree to use their best efforts to obtain an Alternate Credit Facility for the Letter of Credit or refinance or refund the Notes in the event that (x) the Bank decides not to extend the Letter of Credit Expiration Date (such replacement to occur on the then current Letter of Credit Expiration Date) or (y) the Letter of Credit shall otherwise terminate in accordance with its terms.

(ii) The Corporation and the County shall not permit an Alternate Credit Facility to become effective with respect to less than all of the Notes without the prior written consent of the Bank.

(cc) *Successor Providers.* The Corporation and the County agree that any future Bank Agreement will require, as a condition to the effectiveness of such Bank Agreement, that the Provider(s) under such Bank Agreement are party to the Interbank Agreement (by executing a joinder or similar agreement acceptable to the other parties to the Interbank Agreement) in a manner and substance acceptable to the other parties to the Interbank Agreement at such time.

(dd) *CUSIP*. Upon request of the Bank, the Corporation shall, at its own expense, take all steps necessary to (i) obtain (within two Business Days of such request) a CUSIP number from Standard & Poor's CUSIP Service for the Revolving Note and (ii) obtain (within thirty (30) days of such request) an Investment Grade rating for the Revolving Note and its CUSIP from at least one Rating Agency.

(ee) *Callable Note Information*. The Corporation shall provide or shall cause the Dealer or the Issuing and Paying Agent, as applicable, to provide to the Bank, on each date any Notes are issued, the information set forth on Schedule 5.1(ee).

ARTICLE VI

EVENTS OF DEFAULT

Section 6.1. Events of Default. The occurrence of any of the following events shall be an "Event of Default" hereunder:

(a) The Corporation or the County shall fail to pay (i) any Reimbursement Obligation or interest thereon as and when due hereunder, subject to the proviso in Section 2.6(c) hereof, or (ii) any other Obligation as and when due hereunder or under the Fee Letter and the continuation of such failure for a period of 30 days after written notice thereof;

(b) The Corporation or the County shall default in the performance of any of the covenants set forth in Section 5.1(b), (d), (h), (m), (n), (q), (s), (t), (u), (v), (w)(ii) or (z) hereof; *provided* that a failure of the Corporation in the performance of the covenant set forth in Section 5.1(ee) shall not constitute an Event of Default hereunder;

(c) The Corporation or the County shall default in the performance of any other material term, covenant or agreement set forth herein or in the Fee Letter and such failure shall continue for a period of 30 days after written notice thereof shall have been given to the Corporation or the County, as applicable, by the Bank;

(d) Any representation, warranty, certification or material statement made by the Corporation or the County (or incorporated by reference) in this Agreement or by the Corporation or the County in any other Related Document or in any certificate, financial statement or other document delivered pursuant to this Agreement or any other Related Document shall prove to have been incorrect in any material respect when made;

(e) The County shall (A) fail to make any payment on any Material County Debt (other than the Notes) or any interest or premium thereon when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the later of (1) three calendar days following the due date for such payment or (2) the applicable grace period, if any, specified in the agreement or instrument relating to such Material County Debt; or (B) fail to perform or observe any material term, covenant or condition on its part to be performed or observed under any

agreement or instrument relating to any Material County Debt when required to be performed or observed, and such failure shall not be waived and shall continue after the applicable grace period, if any, specified in such agreement or instrument, but only if such failure shall have resulted in the acceleration of the maturity of such Material County Debt; or (C) any Material County Debt shall be declared to be due and payable or be required to be prepaid (other than by a regularly scheduled required prepayment or an optional prepayment), prior to the stated maturity thereof; *provided, however*, that in the case of clause (A) or (B) any such failure shall not be considered an Event of Default hereunder if the same is being contested in good faith and by appropriate proceedings and such contest shall operate to stay the acceleration of the maturity of such Material County Debt;

(f) The Corporation or the County shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of its or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall declare a moratorium, or shall take any action to authorize any of the foregoing;

(g) A case or other proceeding shall be commenced against the Corporation or the County seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against the Corporation or the County under the federal bankruptcy laws as now or hereafter in effect, or any writ, judgment, warrant of attachment, execution or similar process shall be issued or levied against a substantial part of the property, assets or business of the Corporation or the County, and such proceedings or petition shall not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process shall not be stayed, released, appealed, vacated or fully bonded, within the time permitted by law after commencement, filing or levy, as the case may be;

(h) Any material provision of this Agreement, the Fee Letter or any other Related Document shall cease for any reason whatsoever to be a valid and binding agreement of the Corporation or the County, or the Corporation or the County shall contest the validity or enforceability thereof;

(i) Any pledge or security interest created hereunder or under the Trust Agreement to secure any amounts due under this Agreement or the Fee Letter shall fail to be valid or fully enforceable;

(j) An event of default shall occur under any of the Related Documents (other than this Agreement) or the County shall fail to make any payment under the Sublease when and as due;

(k) The long-term unenhanced rating by Moody's, Fitch or S&P on any Lease Obligation Debt of the County shall be withdrawn, suspended or otherwise unavailable for credit related reasons or reduced below "Baa3" (or its equivalent), "BBB-" (or its equivalent) or "BBB-" (or its equivalent), respectively;

(l) One or more final, nonappealable judgments or orders for the payment of money in the aggregate amount of \$50,000,000 or more shall be rendered against the County and such judgment or order shall continue unsatisfied and unstayed for a period of ninety (90) days; or

(m) Any "Event of Default" as defined in any of the Other Bank Agreements shall have occurred.

Section 6.2. Upon an Event of Default. If any Event of Default shall have occurred and be continuing, the Bank may, by notice to the Corporation and the Issuing and Paying Agent, (i) issue a No-Issuance Notice, (ii) issue the Final Drawing Notice (the effect of which shall be to cause the Termination Date of the Letter of Credit to occur on the 15th day after the date of receipt thereof by the Issuing and Paying Agent), (iii) declare the Revolving Note, in whole or in part, and all or some Principal Advances and Term Loans, as well as any other Obligation, and all interest thereon to be a Default Advance hereunder due and payable in the manner set forth in and subject to Section 2.6 hereof, or (iv) take any other action permitted by equity or law. Notwithstanding anything to the contrary contained in the preceding sentence, upon the occurrence or existence of an Event of Default of the type described in Section 6.1(f) or (g), the remedies described in the foregoing clause (iii) shall occur immediately and automatically without notice or further action on the part of the Bank or any other person and the remedy described in the foregoing clauses (i) and (ii) shall occur by the giving of notice only to the Issuing and Paying Agent. Anything in Article 2 hereof the contrary notwithstanding, from and after the occurrence an Event of Default, all Reimbursement Obligations shall bear interest at the Default Rate. Upon any action by the Bank as contemplated in the foregoing clauses (i) and (ii), the Stated Amount shall be permanently reduced upon, and by the amount of, each Drawing under the Letter of Credit following the occurrence of an Event of Default. Notwithstanding the foregoing, the occurrence of an Event of Default shall not affect the Bank's obligation under the Letter of Credit with respect to Notes that are outstanding at the time of the occurrence of such Event of Default, and the Issuing and Paying Agent shall continue to have the right to draw under the Letter of Credit to pay the principal of and accrued interest on maturing Notes that are outstanding at the time of the occurrence of such Event of Default.

Nothing contained in Section 6.2 shall result in, or be construed to require, an acceleration of Base Rental under the Sublease and nothing contained in this Section 6.2 is intended to abrogate abatement of Base Rental made in accordance with the terms of the Sublease. Nothing contain in Section 6.2 shall abrogate the obligation of the Bank to honor

properly presented and conforming Drawings under the Letter of Credit prior to the termination of the Letter of Credit in accordance with its terms.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Amendments and Waivers. No amendment, change, discharge or waiver of any provision of this Agreement or the Fee Letter, nor consent to any departure by the Corporation or the County therefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Corporation or the County in any case shall entitle the Corporation or the County, as the case may be, to any other or further notice or demand in the same, similar or other circumstances.

Section 7.2. Notices. All notices and other communications provided for hereunder shall be in writing (including facsimiles) and mailed or faxed or delivered:

If to the Corporation: Los Angeles County Capital Asset Leasing Corporation
500 West Temple Street, Room 432
Los Angeles, California 90012
Attention: Treasurer and Tax Collector
Facsimile: (213) 625-2249
Telephone: (213) 974-7175

if to the County: County of Los Angeles, California
500 West Temple Street, Room 432
Los Angeles, California 90012
Treasurer and Tax Collector
Facsimile: (213) 625-2249
Telephone: (213) 974-7175

if to the Bank JPMorgan Chase Bank, National Association
270 Park Avenue, 6th Floor
New York, New York 10017-2014
Attention: David Bayer
Facsimile: (917) 546-2657
Telephone: (212) 270-4186

with a copy to:

JPMorgan Chase Bank, National Association
Standby Letter of Credit No. CPCS-786385
300 South Riverside Plaza
Mail Code: IL1-0236
Standby Letter of Credit Unit
Chicago, Illinois 60606-0236
Facsimile: (312) 954-6163
Telephone: (800) 634-1696, option 1
Attention: Standby Service Unit

if to the Issuing
and Paying Agent:

Deutsche Bank National Trust Company
1761 E. Saint Andrew Place
Santa Ana, California 92705
Attention: Trust and Securities Services
(Municipal Group)
Telephone: [_____]
Facsimile: [_____]

if to the Trustee:

Deutsche Bank National Trust Company
1761 E. Saint Andrew Place
Santa Ana, California 92705
Attention: Trust and Securities Services
(Municipal Group)
Telephone: [_____]
Facsimile: [_____]

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and communications shall, when mailed or faxed, be effective when deposited in the mails or faxed, respectively, addressed as aforesaid, except that notice to the Bank pursuant to the provisions of Article II shall not be effective until received by the Bank.

Section 7.3. No Waiver; Remedies. No failure on the part of the Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. No notice to or demand on the Corporation or the County in any case shall entitle the Corporation or the County to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the Bank to any other or further action in any circumstances without notice or demand. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 7.4. Indemnification. (a) In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, the Corporation and the County each hereby agrees (to the fullest extent permitted by law) to indemnify and hold harmless the Bank and its officers, directors, employees and agents (the

“*Indemnified Parties*”) from and against any and all claims, damages, losses, liabilities, costs or expenses which such Indemnified Parties may incur (including, without limitation, reasonable attorneys fees) or which may be claimed against such Indemnified Parties by any person or entity whosoever by reason of or in connection with (i) the offering, sale, remarketing or resale of the Notes (including, without limitation, by reason of any untrue statement or alleged untrue statement of any material fact contained or incorporated by reference in the Related Documents or in any supplement or amendment to the Offering Memorandum or any similar disclosure document (other than in connection with a description of the Bank which has been provided by the Bank expressly for use in the Offering Memorandum), or the omission or alleged omission to state therein a material fact necessary to make such statements, in the light of the circumstances in which they are or were made, not misleading (other than in connection with a description of the Bank which has been provided by the Bank expressly for use in the Offering Memorandum); (ii) the validity, sufficiency, enforceability or genuineness of any Related Document; (iii) the issuance of the Letter of Credit or the use of any proceeds of the Letter of Credit; (iv) the execution, delivery and performance of this Agreement or any other Related Document, or the making or the failure to honor a properly presented and conforming drawing under the Letter of Credit; or (v) any Property; *provided, however*, neither the Corporation nor the County, shall be required to indemnify an Indemnified Party pursuant to this Section 7.4(a) for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Bank. Nothing under this Section 7.4 is intended to limit the Corporation’s or the County’s payment of the Obligations.

(b) To the extent not prohibited by applicable law, the Corporation and the County agree to indemnify and hold the Bank harmless (on a net after-tax basis) from any present or future claim or liability for stamp, transfer, documentary, excise or other similar tax and any penalties or interest with respect thereto, which may be assessed, levied or collected by any jurisdiction in connection with the execution, delivery and performance of, or any payment made under, this Agreement, the Notes and the other Related Documents, or any amendment thereto.

(c) The obligations of the Corporation and the County under this Section 7.4 shall survive the payment of the Obligations and the termination of this Agreement.

Section 7.5. Liability of the Bank. Neither the Bank nor any of its officers, directors, employees or agents shall be liable or responsible for (i) the use which may be made of the proceeds of any Notes or any drawings under the Letter of Credit, (ii) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon (other than the validity as against the Bank of any agreement to which the Bank is a party), even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged, (iii) the lack of validity or enforceability of this Agreement, the Notes, any other Related Document or any other agreement or instrument relating thereto (other than the validity or enforceability as against the Bank of any agreement to which the Bank is a party), (iv) payment by the Bank against presentation of documents that do not comply strictly with the terms of the Letter of Credit, including failure of any documents to bear any reference or adequate reference to the Letter of Credit, (v) errors, omissions, interruptions or delays in transmission or delivery of any messages, by telex, mail, cable, telegraph, facsimile or otherwise, whether or not they have been in cipher, including any drawings under the Letter of Credit, (vi) errors in interpretation of technical terms,

(vii) any consequences arising from causes beyond the control of the Bank, including, without limitation, any acts of governmental entities, or (viii) any other circumstances whatsoever in making or failing to make payment under the Letter of Credit; *provided*, that the Corporation and the County shall have claims against the Bank, and the Bank shall be liable to the Corporation and the County to the extent of any direct, as opposed to consequential, special, punitive, exemplary or indirect damages suffered by the Corporation or the County which the Corporation and the County prove were caused by the Bank's willful misconduct or gross negligence. In furtherance and not in limitation of the foregoing, the Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information (other than actual knowledge to the contrary) to the contrary.

Section 7.6. Expenses; Documentary Taxes. The Corporation shall pay or cause to be paid (a) fees and document production costs and disbursements of Chapman and Cutler LLP, special counsel for the Bank, in connection with the preparation of this Agreement, the Fee Letter and the Letter of Credit, (b) all reasonable out-of-pocket travel and other expenses incurred by the Bank in connection with this Agreement and the Letter of Credit, (c) all reasonable out-of-pocket expenses of the Bank, including fees and disbursements of counsel, in connection with any waiver or consent hereunder or any amendment hereof or any Default or alleged Default hereunder, and (d) all reasonable out-of-pocket expenses incurred by the Bank, including fees and disbursements of counsel, in connection with any Event of Default or any investigation or enforcement proceedings with respect to this Agreement or any Related Document. The Corporation shall reimburse the Bank for any transfer taxes, documentary taxes, assessments or charges made by any governmental authority by reason of the execution a delivery of this Agreement or any Related Document or the acquisition or disposition by the Bank of the Revolving Note pursuant to this Agreement.

Section 7.7. Binding Effect. (a) This Agreement shall become effective when it shall have been executed by the Corporation, the County and the Bank and thereafter shall be binding upon and inure to the benefit of the Corporation, the County and the Bank and their respective successors and assigns, except that the Corporation and the County shall not have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of the Bank.

(b) The Bank shall have the right at any time to sell, assign, grant or transfer participations in all or part of the Letter of Credit and the obligations of the Corporation and the County hereunder and under the other Related Documents to any Participant Bank without the consent of the Corporation or the County, *provided* that no such action by the Bank shall relieve the Bank of its obligations under the Letter of Credit. The Bank may disclose to any Participant Bank or prospective Participant Bank any information or other data or material in the Bank's possession relating to this Agreement, any other Related Document, the Corporation, the County and the Property, without the consent of the Corporation or the County, *provided* that if required by the Corporation or the County, the Participant Bank or prospective Participant Bank shall certify to the Corporation and/or the County, as the case may be, that the information provided by the Bank is being used solely to assist the Participant Bank or prospective Participant Bank in evaluating its position as a Participant Bank in the Letter of Credit. No Participant Bank shall be entitled to receive any greater payment under Section 2.8 hereof than the Bank would have been

entitled to receive with respect to the rights and obligations hereunder transferred. Notwithstanding any participation granted by the Bank pursuant hereto, the Corporation and the County shall continue to deal solely and exclusively with the Bank in connection with the respective rights and obligations of the Corporation, the County and the Bank hereunder and under the other Related Documents, the grant of such participation interest shall not limit the obligations of the Bank hereunder and the Bank will continue to serve as the only contact for the Corporation and the County for all matters relating to this Agreement.

Section 7.8. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 7.9. Approvals. The Bank hereby approves with respect to the Notes, Deutsche Bank National Trust Company as Issuing and Paying Agent, and JPMorgan Securities LLC, **[MorganStanley]** and **[USBancorp]**, as Dealers.

Section 7.10. Governing Law and Jurisdiction. (a) This Agreement shall be governed by, and construed in accordance with, the internal laws of the State.

(b) Each of the parties hereto hereby submits to the exclusive jurisdiction of any federal or state court of competent jurisdiction in the State for the purpose of any suit, action or other proceeding arising out of or relating to this Agreement or any other Related Document; service of process may be accomplished by registered mail, return receipt requested to each of the parties at the address listed for notice in Section 7.2 hereof.

(c) To the extent permitted by law, each of the Corporation, the County and the Bank irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to legal claims based on the Corporation's, the County's or the Bank's performance of its obligations under this Agreement or any other Related Document.

(d) The waivers made pursuant to this Section 7.10 shall be irrevocable and unmodifiable, whether in writing or orally, and shall be applicable to any subsequent amendments, renewals, supplements or modifications of this Agreement.

Section 7.11. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 7.12. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 7.13. Integration. This Agreement is intended to be the final agreement between the parties hereto relating to the subject matter hereof and this Agreement and any agreement,

document or instrument attached hereto or referred to herein shall supersede all oral negotiations and prior writings with respect to the subject matter hereof.

Section 7.14. OFAC. Each of the Corporation and the County hereby represents and warrants and covenants and agrees (1) that it is not and shall not be listed on the Specially Designated Nationals and Blocked Person List or (to the extent that the Bank has notified the Authority thereof) other similar lists maintained by the Office of Foreign Assets Control (“OFAC”), the Department of the Treasury or included in any Executive Orders, that prohibits or limits the Bank from making any advance or extension of credit to the Corporation or the County or from otherwise conducting business with the Corporation or the County and (2) to ensure that the proceeds of the Loans shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Each of the Corporation and the County further agrees to provide documentary and other evidence of the Corporation’s and the County’s identity as may be reasonably requested by the Bank at any time to enable the Bank to verify the Corporation’s and the County’s identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Credit and Reimbursement Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Authorized Representative

COUNTY OF LOS ANGELES, CALIFORNIA

By: _____
Treasurer and Tax Collector

(SEAL)

ATTEST:

By: _____
Assistant Secretary
Los Angeles County Capital Asset
Leasing Corporation

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

By: _____
Name: David Bayer
Title: Executive Director

EXHIBIT A
[FORM OF LETTER OF CREDIT]
IRREVOCABLE LETTER OF CREDIT NO. _____

April 26, 2013
U.S. \$ _____
No. _____

Deutsche Bank National Trust Company
as Issuing and Paying Agent
101 California Street, 47th Floor
San Francisco, California 94111

Attention: Corporate Trust and Securities Services

Ladies and Gentlemen:

We hereby establish, at the request and for the account of the Los Angeles County Capital Asset Leasing Corporation (the "*Corporation*"), and the County of Los Angeles (the "*County*"), in your favor, as Issuing and Paying Agent (the "*Issuing and Paying Agent*") with respect to the Corporation's Commercial Paper Notes issued pursuant to that certain Second Amended and Restated Trust Agreement dated April 1, 2013 (the "*Trust Agreement*"), by and between the Corporation and Deutsche Bank National Trust Company, as trustee (the "*Trustee*"), as it is from time to time amended, supplemented, waived and modified in accordance therein, pursuant to which the Corporation's Lease Revenue Callable Commercial Paper Notes in the form of Lease Revenue Tax-Exempt Callable Commercial Paper Notes, Series __ (the "*Tax-Exempt Notes*") or Lease Revenue Taxable Callable Commercial Paper Notes, Series __ (the "*Taxable Notes*") and together with the Tax-Exempt Notes, collectively referred to herein as the "*Notes*"), are being issued, our Irrevocable Letter of Credit No. - _____ in the maximum available amount of _____ (\$ _____) as reduced, reinstated and decreased from time to time (the "*Stated Amount*"), which may be drawn upon from time to time in respect of (i) the principal of the Notes and actual interest accrued on the Eligible Notes (as hereinafter defined), and (ii) accrued and unpaid interest on the Notes, payable on the Redemption Date, effective on the date hereof and expiring at 4:00 p.m., Chicago time at our office in Chicago, Illinois set forth below on April __, 2016, except as extended pursuant to a notice from us to you in the form attached hereto as Annex E (the "*Letter of Credit Expiration Date*") or terminated earlier as hereafter provided; *provided, however*, that if such date is not a Business Day, the Letter of Credit Expiration Date shall be the next preceding Business Day (as hereinafter defined); *provided, further*, that in no event shall this Letter of Credit be drawn on to pay the Redemption Price for any Note. The Stated Amount is subject to reductions and reinstatements as provided herein. All drawings under this Letter of Credit will be paid with our own immediately available funds and will not be paid directly or indirectly from funds or collateral on deposit with or for the account of, or pledged with or for the account of, us by the

Corporation. This Letter of Credit is being issued pursuant to that certain Letter of Credit and Reimbursement Agreement dated as of April 1, 2013 (as the same may at any time be amended or modified and in effect, the "*Reimbursement Agreement*"), among the Corporation, the County and JPMorgan Chase Bank, National Association (the "*Bank*"). "*Eligible Notes*" means Notes which are not registered in the name of the County or the Corporation or, to the best knowledge of the Issuing and Paying Agent, any nominee for or any Person who owns such Notes for the benefit of the County or the Corporation.

We hereby irrevocably authorize you to draw on us in an aggregate amount not to exceed the Stated Amount of this Letter of Credit set forth above and in accordance with the terms and conditions and subject to the reductions and reinstatements in amount as hereinafter set forth, (a) in one or more Drawings (as hereinafter defined) (subject to the provisions contained in the second following paragraph) payable as set forth herein on a Business Day, by presentation of your written and completed certificate signed by you in the form of (i) Annex A-1 (with respect to the payment at maturity of the principal of and interest at maturity on Notes), (ii) Annex A-2 (with respect to the payment of accrued interest on the applicable Notes on the Redemption Date) or (iii) Annex A-3 (with respect to the payment at maturity of the principal of and interest to maturity on Notes and that otherwise matures on or after the date that you receive notice from us in the form of Annex H hereto (the "*Final Drawing Notice*")), attached hereto (any such certificate being a "*Drawing*"), in each case an aggregate amount not exceeding the Stated Amount of this Letter of Credit. "*Business Day*" means any day other than (i) a Saturday or Sunday or a day on which banking institutions are authorized or required by law or executive order to be closed in the State of Illinois or New York for commercial banking purposes; (ii) a day on which the New York Stock Exchange is authorized or required by law or executive order to be closed; and (iii) a day upon which commercial banks are authorized or required by law or executive order to be closed in the cities and states in which demands for payment may be presented under this Letter of Credit.

Upon our honoring any Drawing, the Stated Amount and the amount available to be drawn hereunder by you pursuant to any subsequent Drawing shall be automatically decreased by an amount equal to the amount of such Drawing. In connection therewith, the Stated Amount and the amounts from time to time available to be drawn by you hereunder by any Drawing (except in the case of a Drawing resulting from the delivery of a Final Drawing Notice) shall be increased when and to the extent, but only when and to the extent (i) you transfer to us on the date such Drawing is honored the proceeds of new Notes issued on such date or other funds furnished by or on behalf of the Corporation to us for such purpose, in either case in an aggregate amount equal to the amount of such Drawing, or upon written notice from us to you that we have been reimbursed by or on behalf of the Corporation for any amount drawn hereunder by any Drawing and (ii) you have not received from us a No-Issuance and Permanent Reduction Notice in the form attached hereto as Annex G.

Upon your receipt of a Final Drawing Notice from us in the form of Annex H hereto: (i) you are required to acknowledge and accept such Final Drawing Notice in accordance with such Final Drawing Notice and return the same to the Bank, (ii) the Stated Amount shall be permanently reduced to the principal amount of Notes outstanding at the time of your receipt of such Final Drawing Notice, plus interest to accrue thereon to maturity (as you shall certify to us

upon your receipt of such Final Drawing Notice), and (iii) the Stated Amount shall be further permanently reduced upon the Bank honoring the related Drawing(s) upon the maturity of such Notes (or with respect to the Final Drawing Notice, upon the Bank honoring the final Drawing), and the Stated Amount shall no longer be reinstated following any Drawings.

The Stated Amount of this Letter of Credit shall also be automatically reduced from time to time on each Decrease Date specified in, and in the amounts set forth in, a notice from us to you in the form attached hereto as Annex F (each, a "*Decrease Notice*"). As of the applicable Decrease Date and upon such reduction, the new Stated Amount shall not be less than your certification in the applicable Decrease Notice that such amount is not less than the sum of the outstanding principal amount of non-discount Notes on such Decrease Date plus interest to accrue thereon to the maturity date thereof and the face value of all outstanding discount Notes on such Decrease Date.

Each Drawing shall be dated the date of its presentation, and shall be presented by facsimile (at facsimile number (312) 954-6163 or alternatively (312) 954-3140), Attention: Standby Letter of Credit Unit, without further need of documentation, including the original of this Letter of Credit, it being understood that each Drawing so submitted is to be the sole operative instrument of drawing. If we receive any Drawing at such office, in strict conformity with the terms and conditions of this Letter of Credit, not later than 11:00 a.m., Chicago time on a Business Day prior to the termination hereof, we will honor the same by 2:00 p.m., Chicago time on the same day in accordance with your payment instructions. If we receive any Drawings at such office, all in strict conformity with the terms and conditions of the Letter of Credit, after 11:00 a.m., Chicago time on a Business Day prior to the termination hereof, we will honor the same by 2:00 p.m., Chicago time on the next succeeding Business Day in accordance with your payment instructions.

Payment under this Letter of Credit shall be made by the Bank by wire transfer of immediately available funds to the Issuing and Paying Agent in accordance with the instructions specified by the Issuing and Paying Agent in the related Drawing. Such account may be changed only by presentation to the Bank of a letter in form satisfactory to the Bank specifying a different account with the Issuing and Paying Agent and executed by the Issuing and Paying Agent.

This Letter of Credit shall expire at 4:00 p.m., Chicago time, on the date (the earliest of such date to occur referred to herein as the "*Termination Date*") which is the earliest of (i) Letter of Credit Expiration Date, (ii) the later of the date on which we receive written notice from you in the form of Annex C attached hereto that an Alternate Credit Facility has been substituted for this Letter of Credit in accordance with the Trust Agreement or the effective date of any such Alternate Credit Facility (after we honor any properly presented and conforming Drawing, if any, on such date), (iii) the date on which we receive written notice from you in the form of Annex D attached hereto that there are no longer any Notes Outstanding within the meaning of the Trust Agreement and that you elect to terminate the Letter of Credit, or (iv) the earlier of (a) the 15th calendar day (or if such date is not a Business Day, the immediately succeeding Business Day) after the date on which you receive the Final Drawing Notice, and (b) the date on which the Drawing resulting from the delivery of the Final Drawing Notice is honored hereunder.

This Letter of Credit is transferable to any transferee whom you have certified to us has succeeded you as Issuing and Paying Agent under the Trust Agreement, and may be successively transferred in its entirety. Only you or your successor as Issuing and Paying Agent may make Drawings under this Letter of Credit. Upon the payment to you or to your account of the amount demanded hereunder, the Bank shall be fully discharged of its obligation under this Letter of Credit with respect to such demand for payment and shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such demand for payment to you or any other person who may have made to you or makes to you a demand for payment of principal of or interest on any Note. By paying to you an amount demanded in accordance herewith, the Bank makes no representations as to the correctness of the amount demanded. Transfer of the available balance under this Letter of Credit to such transferee shall be effected by the presentation to us of this Letter of Credit accompanied by a Transfer Request in the form of Annex B attached hereto signed by the transferor and the transferee (each a “*Transfer*”) together with the original Letter of Credit. Upon our receipt of your request, accompanied by a signature guarantee validating the signatures appearing thereon, we shall endorse the Letter of Credit and forward same to the new beneficiary (i.e. transferee). Transfers to designated foreign nationals and/or specially designated nationals are not permitted as such transfers are contrary to the U.S. Treasury Department or Foreign Assets Control Regulations. Upon the effective date of such transfer, as set forth in such Transfer, the transferee instead of the transferor shall without necessity of further action, be entitled to all the benefits of and rights under this Letter of Credit in the transferor’s place; *provided that*, in such case, any certificates of the Issuing and Paying Agent to be provided hereunder shall be signed by one who states therein that he is a duly authorized officer or agent of the transferee.

This Letter of Credit sets forth in full our undertaking but not any of our rights (whether under applicable law or otherwise), and such undertaking but not any of our rights (whether under applicable law or otherwise) shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Notes), except only the Drawings referred to herein, the ISP98 (as hereinafter defined) and the Uniform Commercial Code of the State of New York; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such Drawings.

If a Drawing does not conform to the terms and conditions of the Letter of Credit, we will use commercially reasonable efforts to give telephonic notice to the Issuing and Paying Agent thereof within the time set forth above for honor of such demand for payment; such notice, if given, to be confirmed in writing to the Issuing and Paying Agent within one Business Day after such notice, and we shall return all documents to you.

Communications with respect to this Letter of Credit shall be addressed to us at JPMorgan Chase Bank, N.A., 131 South Dearborn, 5th Floor, Mail Code IL1-0236, Chicago, Illinois 60603-5506, Attention: Standby Letter of Credit Unit, specifically referring to the number of this Letter of Credit, or as otherwise provided in writing by us. For telephone assistance, please contact the Standby Client Service Unit at 1-800-634-1969, select Option 1, and have the Letter of Credit number available.

Communications with respect to this Letter of Credit shall be addressed to you at 101 California Street, 47th Floor, San Francisco, California 94111, Attention: Corporate Trust and Securities Services, specifically referring to the number of this Letter of Credit, or as otherwise provided in writing by you.

Except as expressly stated herein, this Letter of Credit is governed by, and construed in accordance with, the terms of the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 (the "*ISP98*"). As to matters not governed by the *ISP98*, this Letter of Credit shall be governed by and construed in accordance with Article 5 of the Uniform Commercial Code of the State of New York, without regard to conflict of laws.

All payments made by us hereunder shall be made from our funds and not with the funds of any other person.

[SIGNATURE PAGE TO FOLLOW]

Very truly yours,

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

By _____

Name: _____

Title: _____

ANNEX A-1

**TO
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION IRREVOCABLE
LETTER OF CREDIT NO. _____**

**[FORM OF CERTIFICATE FOR DRAWING]
CERTIFICATE FOR DRAWING IN CONNECTION
WITH THE PAYMENT OF PRINCIPAL AND INTEREST
IRREVOCABLE LETTER OF CREDIT NO. _____**

JPMorgan Chase Bank, National Association
Facsimile Number: (312) 954-6163
Alternate Facsimile Number: (312) 954-3140

Attention: Standby Letter of Credit Unit

The undersigned, a duly authorized officer of the undersigned Issuing and Paying Agent (the "*Issuing and Paying Agent*"), hereby certifies to JPMorgan Chase Bank, National Association (the "*Bank*"), with reference to Irrevocable Letter of Credit No. _____ (the "*Letter of Credit*," the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Issuing and Paying Agent, as follows:

1. The undersigned is the Issuing and Paying Agent under the Issuing and Paying Agent Agreement and the Trust Agreement and is acting as the agent for the holders of the Notes.
2. The undersigned is making a drawing under the Letter of Credit with respect to a payment of the principal of and accrued interest on maturing Notes, which payment is due on _____.
3. The amount of the Drawing is equal to \$_____. Such amounts were computed in compliance with the terms and conditions of the Notes and the Trust Agreement. The amount of the Drawing being drawn in respect of the payment of principal of and accrued interest on maturing Notes does not exceed the Stated Amount of the Letter of Credit. The amount demanded hereby does not include any amount in respect of the Notes registered in the name of the County or the Corporation or, to the best knowledge of the Issuing and Paying Agent, any nominee for or any Person who owns such Notes for the benefit of the County or the Corporation.
4. Each such Note was authenticated and delivered by us (or a predecessor Issuing and Paying Agent) pursuant to authority under the Trust Agreement.
5. Upon receipt by the undersigned of the amount demanded hereby, (a) the undersigned will deposit the same directly into the Payment Account maintained by the

Issuing and Paying Agent pursuant to the Trust Agreement and the Issuing and Paying Agent Agreement and shall apply the same directly to the payment when due of the principal amount of the Notes and the interest amount owing on account of the Notes pursuant to the Trust Agreement, (b) no portion of said amount shall be applied by the undersigned for any other purpose, (c) no portion of said amount shall be commingled with other funds held by the undersigned, except for other funds drawn under the Letter of Credit, and (d) when such Notes have been presented for payment and paid by us, we will cancel such matured Notes.

6. Payment by the Bank pursuant to this drawing shall be made to [_____, ABA Number _____, Account Number _____, Attention _____.]

7. The undersigned is the duly authorized officer of the Issuing and Paying Agent.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of the _____ day of _____, _____.

DEUTSCHE BANK NATIONAL TRUST COMPANY,
as Issuing and Paying Agent

By _____
Name: _____
Title: _____

ANNEX A-2

TO
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION AMENDED AND RESTATED IRREVOCABLE
LETTER OF CREDIT NO. _____

[FORM OF CERTIFICATE FOR DRAWING]
CERTIFICATE FOR DRAWING IN CONNECTION
WITH THE PAYMENT OF ACCRUED INTEREST
AMENDED AND RESTATED IRREVOCABLE LETTER OF CREDIT NO. _____

JPMorgan Chase Bank, National Association
Facsimile Number: (312) 954-6163
Alternate Facsimile Number: (312) 954-3140

Attention: Standby Letter of Credit Unit

The undersigned, a duly authorized officer of the undersigned Issuing and Paying Agent (the "*Issuing and Paying Agent*"), hereby certifies to JPMorgan Chase Bank, National Association (the "*Bank*"), with reference to Amended and Restated Irrevocable Letter of Credit No. _____ (the "*Letter of Credit*," the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Issuing and Paying Agent, as follows:

1. The undersigned is the Issuing and Paying Agent under the Issuing and Paying Agent Agreement and the Trust Agreement and is acting as the agent for the holders of the Notes.
2. The undersigned is making a drawing under the Letter of Credit with respect to a payment of accrued interest on Notes, payable on the Redemption Date, which payment is due on _____.
3. The amount of the Drawing is equal to \$_____. Such amount was computed in compliance with the terms and conditions of the Notes and the Trust Agreement. The amount of the Drawing being drawn in respect of the payment of accrued interest on Notes, payable on the Redemption Date, does not exceed the Stated Amount of the Letter of Credit. The amount payable by the Bank with respect to this Drawing is \$_____.
4. Each such Note was authenticated and delivered by us (or a predecessor Issuing and Paying Agent) pursuant to authority under the Trust Agreement.
5. Upon receipt by the undersigned of the amount demanded hereby, (a) the undersigned will deposit the same directly into the applicable Credit Facility Proceeds Subaccount maintained by the Issuing and Paying Agent pursuant to the Trust Agreement

and the Issuing and Paying Agent Agreement and shall apply the same directly to the payment when due of the accrued interest amount owing on account of the Notes payable on the Redemption Date pursuant to the Trust Agreement, (b) no portion of said amount shall be applied by the undersigned for any other purpose, (c) no portion of said amount shall be commingled with other funds held by the undersigned, except for other funds drawn under the Letter of Credit, and (d) when such Notes have been presented for payment and paid by us, we will cancel such matured Notes.

6. The Beneficiary hereby agrees to immediately repay to the Bank any drawing made pursuant to the presentation of this Certificate in anticipation of a redemption that is rescinded.

7. Payment by the Bank pursuant to this drawing shall be made to [_____, ABA Number _____, Account Number _____, Attention _____.]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of the _____ day of _____, _____.

DEUTSCHE BANK NATIONAL TRUST COMPANY,
as Issuing and Paying Agent

By _____
Name: _____
Title: _____

ANNEX A-3
TO
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
LETTER OF CREDIT NO. _____

CERTIFICATE FOR DRAWING IN CONNECTION WITH THE
PAYMENT OF PRINCIPAL AND INTEREST AFTER FINAL DRAWING NOTICE
IRREVOCABLE LETTER OF CREDIT NO. _____

JP Morgan Chase Bank, National Association
Facsimile Number: (312) 954-6163
Alternate Facsimile Number: (312) 954-3140

Attention: Standby Letter of Credit Unit

The undersigned, a duly authorized officer of the undersigned Issuing and Paying Agent (the "*Issuing and Paying Agent*"), hereby certifies to JP Morgan Chase Bank, National Association (the "*Bank*"), with reference to Irrevocable Letter of Credit No. _____ (the "*Letter of Credit*," the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Issuing and Paying Agent, as follows:

1. The undersigned is the Issuing and Paying Agent under the Issuing and Paying Agent Agreement and the Trust Agreement and is acting as the agent for the holders of the Notes.
2. The Issuing and Paying Agent has received the Final Drawing Notice.
3. The undersigned is making a Drawing under the Letter of Credit with respect to a payment of the principal of and accrued interest on Notes issued in accordance with the Trust Agreement which mature on or after the date of the Final Drawing Notice.
4. The amount of the Drawing is equal to \$_____. Such amounts were computed in compliance with the terms and conditions of the Notes and the Trust Agreement. The amount of the Drawing being drawn in respect of the payment of principal of, accrued interest on, and interest payable to maturity of, the Notes does not exceed the Stated Amount of the Letter of Credit. The amount requested for payment hereunder has not been and is not the subject of a prior or contemporaneous request for payment under the Letter of Credit.
5. The Notes were authenticated and delivered by us (or a predecessor Issuing and Paying Agent) pursuant to authority under the Trust Agreement.
6. Upon receipt by the undersigned of the amount demanded hereby, (a) the undersigned will deposit the same directly into the Payment Account maintained by the Issuing and Paying Agent pursuant to the Trust Agreement and the Issuing and Paying

Agent Agreement and apply the same directly to the payment when due of the principal amount of Notes and the interest amount owing on account of the Notes pursuant to the Trust Agreement, (b) no portion of said amount shall be applied by the undersigned for any other purpose, (c) no portion of said amount shall be commingled with other funds held by the undersigned, except for other funds drawn under the Letter of Credit, and (d) when such Notes has been presented for payment and paid by us, we will cancel such matured Notes.

7. This Certificate is being presented to the Bank on a date which is no later than the 15th calendar day after receipt by the Issuing and Paying Agent of the Final Drawing Notice.

8. Payment by the Bank pursuant to this drawing shall be made to [_____, ABA Number _____, Account Number _____, Attention _____.]

9. The undersigned is the duly authorized officer of the Issuing and Paying Agent.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of the _____ day of _____, _____.

_____, as Issuing and Paying Agent

By _____
Name: _____
Title: _____

ANNEX B

TO
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION IRREVOCABLE
LETTER OF CREDIT NO. _____

REQUEST FOR TRANSFER

Date: _____

JPMorgan Chase Bank, National Association
300 South Riverside Plaza
Mail Code IL1-0236
Chicago, Illinois 60606-0236
Facsimile Number: (312) 954-6163
Alternate Facsimile Number: (312) 954-3140

Attention: Standby Letter of Credit Unit

Re: JPMorgan Chase Bank, National Association Irrevocable Letter of Credit No. CPCS-810667
dated April 26, 2013

We, the undersigned "Transferor", hereby irrevocably transfer all of our rights to draw under the
above referenced Letter of Credit ("Credit") in its entirety to:

NAME OF TRANSFEREE

(Print Name and complete address of the Transferee)

"Transferee"

ADDRESS OF TRANSFEREE

CITY, STATE/COUNTRY ZIP

We hereby certify the Transferee has succeeded us as Issuing and Paying Agent under the Trust Agreement.

In accordance with the ISP98, Rule 6, regarding transfer of drawing rights, all rights of the undersigned Transferor in such Letter of Credit are transferred to the Transferee, who shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All

amendments are to be advised directly to the Transferee without necessity of any consent of or notice to the undersigned Transferor.

The original Letter of Credit, including amendments to this date, is attached and the undersigned Transferor requests that you endorse an acknowledgment of this transfer on the reverse thereof. The undersigned Transferor requests that you notify the Transferee of this Letter of Credit in such form and manner as you deem appropriate, and the terms and conditions of the Letter of Credit as transferred. The undersigned Transferor acknowledges that you incur no obligation hereunder and that the transfer shall not be effective until you have expressly consented to effect the transfer by notice to the Transferee.

Payment of transfer fee of U.S. \$3,000 is for the account of the Corporation and the County, who agrees to pay you on demand any expense or cost you may incur in connection with the transfer. Receipt of such shall not constitute consent by you to effect the transfer.

Transferor represents and warrants to Transferring Bank that (i) our execution, delivery, and performance of this request to Transfer (a) are within our powers (b) have been duly authorized (c) constitute our legal, valid, binding and enforceable obligation (d) do not contravene any charter provision, by-law, resolution, contract, or other undertaking binding on or affecting us or any of our properties (e) do not require any notice, filing or other action to, with, or by any governmental authority (f) the enclosed Letter of Credit is original and complete, (g) there is no outstanding demand or request for payment or transfer under the Letter of Credit affecting the rights to be transferred, (h) the Transferee's name and address are correct and complete and the Transferee's use of the Letter of Credit as transferred and the transactions underlying the Letter of Credit and the requested Transfer do not violate any applicable United States or other law, rule or regulation.

The Effective Date shall be the date hereafter on which Transferring Bank effects the requested transfer by acknowledging this request and giving notice thereof to Transferee.

WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.

(Signature Page Follows)

This Request is made subject to ISP98 and is subject to and shall be governed by the laws of the State of New York, without regard to principles of conflict of laws.

Sincerely yours,

(Print Name of Transferor)

(Transferor's Authorized Signature)

(Print Authorized Signers Name and Title)

(Telephone Number/Fax Number)

SIGNATURE GUARANTEED

Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement. We attest that the individual, company or entity has been identified by us in compliance with USA PATRIOT Act procedures of our bank.

(Print Name of Bank)

(Address of Bank)

(City, State, Zip Code)

(Print Name and Title of Authorized Signer)

(Authorized Signature)

Acknowledged:

(Print Name of Transferee)

(Transferee's Authorized Signature)

(Print Authorized Signers Name and Title)

(Telephone Number/Fax Number)

SIGNATURE GUARANTEED

Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement. We attest that the individual, company or entity has been identified by us in compliance with USA PATRIOT Act procedures of our bank.

(Print Name of Bank)

(Address of Bank)

(City, State, Zip Code)

(Print Name and Title of Authorized Signer)

(Authorized Signature)

ANNEX C

TO
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION IRREVOCABLE
LETTER OF CREDIT NO. _____

[FORM OF CERTIFICATE RE: ALTERNATE CREDIT FACILITY]
CERTIFICATE RE: ALTERNATE CREDIT FACILITY
IRREVOCABLE LETTER OF CREDIT NO. _____

JPMorgan Chase Bank, National Association
Facsimile Number: (312) 954-6163
Alternate Facsimile Number: (312) 954-3140

Attention: Standby Letter of Credit Unit

The undersigned, a duly authorized officer of the undersigned Issuing and Paying Agent (the "*Issuing and Paying Agent*"), hereby certifies to JPMorgan Chase Bank, National Association (the "*Bank*"), with reference to Irrevocable Letter of Credit No. _____ (the "*Letter of Credit*," the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Issuing and Paying Agent, as follows:

1. The undersigned is the Issuing and Paying Agent under the Issuing and Paying Agent Agreement and the Trust Agreement for the holders of the Notes.
2. The conditions precedent to the acceptance of an Alternate Credit Facility set forth in the Trust Agreement have been satisfied.
3. An Alternate Credit Facility in full and complete substitution for the Letter of Credit has been accepted by the Issuing and Paying Agent and is in effect.
4. There will be no further Drawings requested from the Bank under the Letter of Credit.
5. Upon receipt by the Bank of this Certificate the Letter of Credit shall terminate with respect to all outstanding Notes, and the Letter of Credit is returned to you herewith for cancellation.
6. No payment is demanded of you in connection with this notice.
7. The undersigned is the duly authorized officer of the Issuing and Paying Agent.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of
the _____ day of _____, _____.

DEUTSCHE BANK NATIONAL TRUST COMPANY,
as Issuing and Paying Agent

By _____
Name: _____
Title: _____

ANNEX D

TO
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION IRREVOCABLE
LETTER OF CREDIT NO. _____
[FORM OF CERTIFICATE RE: NO OUTSTANDING NOTES]
CERTIFICATE RE: NO OUTSTANDING NOTES
IRREVOCABLE LETTER OF CREDIT NO. _____

JPMorgan Chase Bank, National Association
Facsimile Number: (312) 954-6163
Alternate Facsimile Number: (312) 954-3140

Attention: Standby Letter of Credit Unit

The undersigned, a duly authorized officer of the undersigned Issuing and Paying Agent (the "*Issuing and Paying Agent*"), hereby certifies to JPMorgan Chase Bank, National Association (the "*Bank*"), with reference to Irrevocable Letter of Credit No. _____ (the "*Letter of Credit*," the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Issuing and Paying Agent, as follows:

1. The undersigned is the Issuing and Paying Agent under the Issuing and Paying Agent Agreement and the Trust Agreement for the holders of the Notes.
2. No Notes (other than Notes with respect to which an Alternate Credit Facility is in effect) remain outstanding under the Trust Agreement nor does the Corporation intend to issue any additional Notes under the Trust Agreement.
3. There will be no further Drawings requested from the Bank under the Letter of Credit, and we hereby elect to terminate the Letter of Credit and return such Letter of Credit to you herewith for cancellation.
4. No payment is demanded of you in connection with this notice.
5. The undersigned is the duly authorized officer of the Issuing and Paying Agent.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of the _____ day of _____, _____.

DEUTSCHE BANK NATIONAL TRUST COMPANY,
as Issuing and Paying Agent

By _____
Name: _____
Title: _____

ANNEX E

TO
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION IRREVOCABLE
LETTER OF CREDIT NO. _____

[FORM OF NOTICE OF EXTENSION OF LETTER OF CREDIT EXPIRATION DATE]
NOTICE OF EXTENSION OF LETTER OF CREDIT EXPIRATION DATE
IRREVOCABLE LETTER OF CREDIT NO. _____

Deutsche Bank National Trust Company
as Issuing and Paying Agent
101 California Street, 47th Floor
San Francisco, California 94111

Attention: Corporate Trust and Securities Services

The undersigned, duly authorized signatory of JPMorgan Chase Bank, National Association (the "*Bank*"), hereby certify to Deutsche Bank National Trust Company (the "*Issuing and Paying Agent*"), with reference to Irrevocable Letter of Credit No. _____ (the "*Letter of Credit*," the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Issuing and Paying Agent, as follows:

1. We hereby notify you that the Letter of Credit Expiration Date of the Letter of Credit has been extended to _____.
2. This letter should be attached to the Letter of Credit and made a part thereof.
3. You shall attach this Notice of Extension to the Letter of Credit and treat this Notice of Extension as an amendment to the Letter of Credit.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Notice as of the _____ day of _____, _____.

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

By _____
Name: _____
Title: _____

cc: Los Angeles County Capital Asset Leasing Corporation
County of Los Angeles, California

ANNEX F

TO
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION IRREVOCABLE
LETTER OF CREDIT NO. _____

[FORM OF CERTIFICATE RE: REDUCTION IN STATED AMOUNT]
CERTIFICATE RE: REDUCTION IN STATED AMOUNT
IRREVOCABLE LETTER OF CREDIT NO. _____

Deutsche Bank National Trust Company
as Issuing and Paying Agent
101 California Street, 47th Floor
San Francisco, California 94111

Attention: Corporate Trust and Securities Services

The undersigned, duly authorized signatory of JPMorgan Chase Bank, National Association (the "*Bank*"), hereby certifies to _____ (the "*Issuing and Paying Agent*"), with reference to Irrevocable Letter of Credit No. _____ (the "*Letter of Credit*," the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Issuing and Paying Agent, the Stated Amount of the Letter of Credit shall be decreased in the amount of \$_____, effective as of _____ (the "*Decrease Date*"). The new Stated Amount of the Letter of Credit is \$_____, which by your acknowledgment hereto you certify that such amount is not less than the sum of the outstanding principal amount of non-discount Notes on such Decrease Date plus interest to accrue thereon to the maturity date thereof and the face value amount of all outstanding discount Notes on such Decrease Date. You shall attach this Notice of Decrease in Stated Amount to the Letter of Credit and treat this Notice of Decrease in Stated Amount as an amendment to the Letter of Credit.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Certificate as of the _____ day of _____, _____.

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as the Bank

By _____
Name: _____
Title: _____

Acknowledged as of _____, _____ by
Deutsche Bank National Trust Company, as
Issuing and Paying Agent

By _____
Name: _____
Title: _____

ANNEX G

TO
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION IRREVOCABLE
LETTER OF CREDIT NO. _____

[FORM OF NO-ISSUANCE AND PERMANENT REDUCTION NOTICE]
NO-ISSUANCE AND PERMANENT REDUCTION NOTICE
IRREVOCABLE LETTER OF CREDIT NO. _____ DEUTSCHE BANK NATIONAL TRUST
COMPANY
AS ISSUING AND PAYING AGENT
101 CALIFORNIA STREET, 47TH FLOOR
SAN FRANCISCO, CALIFORNIA 94111

Attention: Corporate Trust and Securities Services

The undersigned, duly authorized signatories of JPMorgan Chase Bank, National Association (the “*Bank*”), hereby notifies Deutsche Bank National Trust Company (the “*Issuing and Paying Agent*”), with reference to Irrevocable Letter of Credit No. _____ (the “*Letter of Credit*,” the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Issuing and Paying Agent, as follows:

1. We hereby notify you that, in accordance with the terms of the Letter of Credit and Reimbursement Agreement dated as of April 1, 2013 (as the same may at any time be amended or modified and in effect, the “*Reimbursement Agreement*”), among the Los Angeles County Capital Asset Leasing Corporation, the County of Los Angeles, California and the Bank, *[insert one of the following phrases]* [the conditions precedent to the occurrence of a Credit Event (as defined in the Reimbursement Agreement) set forth in Section 3.2 of the Reimbursement Agreement have not been satisfied] [an Event of Default (as defined in the Reimbursement Agreement) has occurred and is continuing].

2. Subject to the following sentence, you shall cease authenticating Notes, as provided in Section 3.1 of the Trust Agreement, unless and until we rescind this No-Issuance and Permanent Reduction Notice. If you receive this No-Issuance and Permanent Reduction Notice after 9:00 a.m., Chicago time, on a Business Day you shall cease authenticating Notes on the next Business Day.

3. This No-Issuance and Permanent Reduction Notice shall not affect our obligation to honor demands for payment under the Letter of Credit with respect to Notes authenticated prior to your receipt of this No-Issuance and Permanent Reduction Notice (or, subject to paragraph 2 above, on the same Business Day that you receive this No-Issuance and Permanent Reduction Notice), and you shall continue to have the right to draw under the Letter of Credit to pay the principal of and accrued interest on maturing Notes authenticated prior to your receipt of this No-Issuance and Permanent Reduction Notice (or, subject to paragraph 2 above, authenticated on the same Business Day that you receive this No-Issuance and Permanent Reduction Notice).

4. Upon receipt by you of this No-Issuance and Permanent Reduction Notice you are notified (i) that the Stated Amount available to be drawn under the Letter of Credit will not be reinstated in accordance with the Letter of Credit, (ii) that the Stated Amount of the Letter of Credit shall be permanently reduced to the principal amount of Notes authenticated prior to your receipt of this No-Issuance and Permanent Reduction Notice and outstanding on the date hereof (or, subject to paragraph 2 above, on the same Business Day that you receive this No-Issuance and Permanent Reduction Notice) (“*Outstanding Amount*”), (iii) that the Stated Amount of the Letter of Credit shall be further permanently reduced following the Bank honoring the related Drawing upon the maturity of any such outstanding Notes (or with respect to the Final Drawing Notice, upon the Bank honoring the final Drawing), and shall be further permanently reduced from time to time as otherwise may be provided in the Letter of Credit and (iv) that the Stated Amount shall no longer be reinstated following any Drawings.

You are hereby requested under the terms of the Letter of Credit to acknowledge receipt of this notice, make certain undertakings, and certify the Outstanding Amount in the manner set forth below.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Notice as of the _____ day of _____, _____.

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

By _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

_____, as Issuing and Paying Agent, hereby accepts this No-Issuance and Permanent Reduction Notice on _____, 20__ (the "Acceptance Date") and acknowledges that it has ceased issuing Notes as of the Acceptance Date. _____, as Issuing and Paying Agent, hereby certifies that the Outstanding Amount (which is the principal amount of Notes authenticated prior to our receipt of this No-Issuance and Permanent Reduction Notice and outstanding on the date hereof plus interest thereon to maturity) equals \$_____, and therefore the Stated Amount of the Letter of Credit is hereby permanently reduced to such amount as of the Acceptance Date.

_____, AS ISSUING AND PAYING AGENT

By _____
Name _____
Title _____

cc: Los Angeles County Capital Asset Leasing Corporation
County of Los Angeles, California

ANNEX H
TO
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
LETTER OF CREDIT NO. _____

CERTIFICATE RE: FINAL DRAWING
IRREVOCABLE LETTER OF CREDIT NO. _____

Attention: _____

Reference is made to Irrevocable Letter of Credit No. _____ (the "*Letter of Credit*"; the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in your favor as Issuing and Paying Agent.

Please be advised that:

(1) An Event of Default under and as defined in the Reimbursement Agreement has occurred and is continuing.

(2) The Bank hereby instructs the Issuing and Paying Agent, effective upon receipt of this Notice, to cease issuing Notes.

(3) The Bank hereby notifies the Issuing and Paying Agent that (i) effective upon receipt of this Certificate, the Stated Amount available to be drawn under the Letter of Credit will not be reinstated in accordance with the Letter of Credit, (ii) the Issuing and Paying Agent is instructed to make the final Drawing under the Letter of Credit to provide for the payment of the principal of and interest on Notes issued in accordance with the Trust Agreement which are both (x) outstanding on the date hereof and (y) maturing or are hereafter to mature, and (iii) the Termination Date of the Letter of Credit will occur and the Letter of Credit will expire on the earlier of (a) the date which is the 15th calendar day after the date of receipt by the Issuing and Paying Agent of this notice, and (b) the date on which the Drawing resulting from the delivery of this notice is honored by us. Notwithstanding anything in the Issuing and Paying Agency Agreement or the Trust Agreement to the contrary, the final Drawing under the Letter of Credit shall not provide for the payment of Notes that are issued after the receipt by the Issuing and Paying Agent of this notice or a Notice of No Issuance (as defined in the Reimbursement Agreement) or Annex G to the Letter of Credit.

JP MORGAN CHASE BANK, NATIONAL
ASSOCIATION

By _____
Name: _____
Title: _____

Acknowledged as of _____, _____ by
_____, as Issuing and Paying Agent

By _____
Name: _____
Title: _____

EXHIBIT B

**[FORM OF REVOLVING NOTE]
REVOLVING NOTE**

\$_____

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION (the "*Corporation*"), for value received, hereby promises to pay to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (the "*Bank*"), or registered assigns, under the Reimbursement Agreement hereinafter referred to, at the principal office of the Bank in _____, _____, the sum of \$_____ or, if less, the aggregate principal amount of all drawings paid by the Bank under the Letter of Credit and all Advances and Term Loans made by the Bank pursuant to the Reimbursement Agreement, together with accrued and unpaid interest thereon.

The unpaid principal amount hereof from time to time outstanding shall bear interest at the rate or rates and be payable as provided in and calculated in the manner set forth in the Reimbursement Agreement.

Payments of both principal and interest are to be made in lawful money of the United States of America.

Annexed hereto and made a part hereof is a grid (the "*Grid*") on which shall be shown all drawings paid by the Bank and all Advances and Term Loans outstanding from time to time under the Reimbursement Agreement and the amounts of principal and interest payable and paid from time to time under the Reimbursement Agreement. The Corporation hereby appoints the Bank as its agent to endorse the principal amounts owing to the Bank and the maturity schedule therefor pursuant to Section 2.5 and 2.6 of the Reimbursement Agreement respecting outstanding Advances and Term Loans with interest until payment in full pursuant to the terms of this Note, and the date and the amount of each such drawing, Advance or Term Loan or principal or interest repayment made hereunder. In any legal action or proceeding in respect of this Note, the entries made in such accounts shall be prima facie evidence of the existence and the amounts of the obligations of the Corporation recorded therein.

This Note evidences indebtedness incurred under, and is subject to the terms and provisions of, a Letter of Credit and Reimbursement Agreement dated as of April 1, 2013 (as the same may at any time be amended or modified and in effect, the "*Reimbursement Agreement*"), among the Corporation, the County of Los Angeles California and the Bank, to which reference is hereby made for a statement of said terms and provisions, including those under which this Note may be paid or become due prior to its due date.

Notwithstanding the foregoing, the obligations of the Corporation under this Note are a special obligation of the Corporation payable solely from the Pledged Property. To the extent the County pays any obligation of the Corporation under this Note, such payment shall be deemed to be payment by the Corporation of such obligation.

The Corporation hereby agrees to pay or cause to be paid all expenses, including reasonable attorneys' fees and legal expenses, incurred by the holder of this Note in endeavoring to collect any amounts payable hereunder which are not paid when due.

This Note is made under the laws of the State of California, and for all purposes shall be governed by and construed in accordance with the laws of said State, without regard to principles of conflicts of law. Capitalized terms not otherwise defined herein have the meaning set forth in the Reimbursement Agreement.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Reimbursement Agreement precedent to and in the issuance of this Note, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Note have been duly authorized by resolution of the Corporation duly adopted.

The Corporation hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all other notices and demands whatsoever.

IN WITNESS WHEREOF, the LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION has caused this Note to be duly executed in its name by the manual or facsimile signature of an Authorized Representative as of April __, 2013.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Authorized Representative

REVOLVING NOTE GRID

**DRAWINGS, ADVANCES AND TERM LOANS
AND PAYMENTS OF PRINCIPAL AND INTEREST**

Date	Drawing, Advance or Term Loan	Amount of Drawing, Advance or Term Loan	Principal Amount of Advances or Term Loans Repaid	Amount of Interest on Advances or Term Loans Repaid	Aggregate Advance Balance	Notation Made By

Note: Additional pages of this Revolving Note and Revolving Note Grid may be attached to the Revolving Note as may be necessary to record certain information regarding each drawing, Advance or Term Loan.

EXHIBIT C

[FORM OF REQUEST FOR EXTENSION OF LETTER OF CREDIT EXPIRATION DATE]

REQUEST FOR EXTENSION OF LETTER OF CREDIT EXPIRATION DATE

The undersigned, duly authorized signatories of the undersigned Los Angeles County Capital Asset Leasing Corporation (“*Corporation*”) and the County of Los Angeles (the “*County*”), hereby certify to JPMorgan Chase Bank, National Association (the “*Bank*”), with reference to Irrevocable Letter of Credit No. [_____] (the “*Letter of Credit*,” the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Issuing and Paying Agent, as follows:

1. Pursuant to Section 2.11(a) of the Letter of Credit and Reimbursement Agreement dated as of April 1, 2013 (the “*Reimbursement Agreement*,” to which reference is made for the definition of capitalized terms not otherwise defined herein), among the Corporation, the County and the Bank, the Corporation and the County hereby request an extension of the Letter of Credit Expiration Date to _____.

2. All representations and warranties contained in Article IV of the Reimbursement Agreement (other than in Section 4.1(g) and 4.2(g) thereof) are true and correct and will be true and correct as of the date of this Certificate as if made on and as of the date hereof and no Event of Default has occurred and is continuing and no event has occurred and is continuing which is or with the passage of time or giving of notice or both would be an Event of Default on and as of the date hereof or will occur as a result of the extension of the Letter of Credit Expiration Date of the Letter of Credit.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Certificate as of the _____ day of _____, _____.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Authorized Representative

COUNTY OF LOS ANGELES

By: _____
Treasurer and Tax Collector

EXHIBIT D

[FORM OF REQUEST FOR REDUCTION IN STATED AMOUNT]

REQUEST FOR REDUCTION IN STATED AMOUNT

The undersigned, duly authorized signatories of the undersigned Los Angeles County Capital Asset Leasing Corporation (“*Corporation*”) and the County of Los Angeles (the “*County*”), hereby certify to JPMorgan Chase Bank, National Association (the “*Bank*”), with reference to Irrevocable Letter of Credit No. [_____] (the “*Letter of Credit*,” the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Issuing and Paying Agent, as follows:

1. Pursuant to Section 2.11(b) of the Letter of Credit and Reimbursement Agreement dated as of April 1, 2013 (the “*Reimbursement Agreement*,” to which reference is made for the definition of capitalized terms not otherwise defined herein), among the Corporation, the County and the Bank, the Corporation and the County hereby elect to reduce the Stated Amount of the Letter of Credit in the amount of \$_____, effective as of _____ (the “*Reduction Date*”).

2. The Reduction Date for which such reduction is requested is _____, which is at least one (1) Business Day and not more than five (5) days after the date the Bank receives this Request for Reduction in Stated Amount.

3. The new Stated Amount of the Letter of Credit will be \$_____. As of the Reduction Date and upon such reduction, the Stated Amount will not be less than the sum of (i) the face value of all discount Notes and (ii) the principal amount of all outstanding non-discount Notes plus all interest to accrue on such non-discount Notes to the maturity date thereof.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Certificate as of the _____ day of _____, _____.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Authorized Representative

COUNTY OF LOS ANGELES

By: _____
Treasurer and Tax Collector

SCHEDULE 5.1(ee)

CALLABLE NOTE INFORMATION

CP ROLL INFORMATION FOR SERIES _____:

• List of all active / outstanding rolls on the Series _____ portion of the CP program on an ongoing basis:

- CUSIP:
- Roll amount:
- Date of Roll:
- Maturity Date:
- Coupon:
- Next Call Date:

**FEE LETTER AGREEMENT
DATED AS OF APRIL __, 2013**

Reference is hereby made to (i) that certain Letter of Credit and Reimbursement Agreement dated as of April 1, 2013 (as amended, supplemented or otherwise modified from time to time, the “*Agreement*”), among JPMorgan Chase Bank, National Association (the “*Bank*”), the Los Angeles County Capital Asset Leasing Corporation (the “*Corporation*”) and the County of Los Angeles, California (the “*County*”), relating to the Corporation’s \$_____ Lease Revenue Callable Commercial Paper Notes, Series [] (the “*Notes*”) and (ii) that certain Irrevocable Letter of Credit dated April __, 2013 (as amended, supplemented or otherwise modified from time to time, the “*Letter of Credit*”), issued by the Bank pursuant to the Agreement, supporting the Notes. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The purpose of this Fee Letter Agreement is to confirm the agreement among the Bank, the Corporation and the County with respect to certain fees and expenses payable by the Corporation to the Bank. This Fee Letter Agreement is the Fee Letter referenced in the Agreement, and the terms hereof are incorporated by reference into the Agreement.

ARTICLE I. FEES.

Section 1.1. Letter of Credit Fees. The Corporation hereby agrees to pay or cause to be paid to the Bank quarterly in arrears, commencing on July 1, 2013, and on the first Business Day of each October, January, April and July occurring thereafter to the Termination Date and on the Termination Date, a non-refundable facility fee in an amount equal to the rate per annum corresponding to the applicable Rating (as defined below) specified below for each day from and including the Closing Date (the “*Letter of Credit Fee Rate*”), in each case on the Stated Amount (without regard to any temporary reductions thereof) (such fee herein referred to as the “*Letter of Credit Fee*”) during each related period.

LEVEL	MOODY’S RATING	S&P RATING	FITCH RATING	LETTER OF CREDIT FEE RATE
Level 1	A2 or above	A or above	A or above	0.54%
Level 2	A3	A-	A-	0.64%
Level 3	Baa1	BBB+	BBB+	0.89%
Level 4	Baa2	BBB	BBB	1.34%
Level 5	Baa3 or below	BBB- or below	BBB- or below	1.99%

The term “*Rating*” as used above shall mean the lowest long-term unenhanced debt ratings assigned by any of Moody’s, S&P or Fitch to any Lease Obligation Debt of the County. In the event of a split Rating (i.e. one of the foregoing Rating Agency’s Rating is at a different level than the Rating of either of the other Rating Agencies), the Letter of Credit Fee shall be

based upon the level in which the lowest rating appears. Any change in the Letter of Credit Fee resulting from a change in a Rating shall be and become effective as of and on the date of the announcement of the change in such Rating. References to ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system or the adoption of a “global” rating scale by any such Rating Agency, each of the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system or, in the event of the adoption of a “global” rating scale by any Rating Agency, the recalibrated or realigned rating category under such “global” rating scale, which most closely approximates the applicable rating category as currently in effect. The Corporation and County acknowledge, and the Bank agrees, that as of the Closing Date the Letter of Credit Fee Rate is that specified above for Level 1. Upon the occurrence and during the continuance of an Event of Default, the Letter of Credit Fee shall be increased by an additional one percent (1.00%) from the rate then in effect upon the occurrence of such Event of Default. Anything herein to the contrary notwithstanding, the Letter of Credit Fee Rate shall increase by three quarters of one percent (0.75%) (the “*Increased Fee*”) per annum from the rate otherwise applicable for each day during the period commencing thirty (30) days immediately preceding the date any Notes are scheduled to mature to but excluding the earlier of (x) the date such Notes are redeemed in full and (y) the maturity date of such Notes; *provided* that the Increased Fee shall only apply to that portion of the Stated Amount constituting the principal amount of the Notes that have not been so redeemed prior to the commencement of such period. Any and all such increases in the Letter of Credit Fee Rate shall be cumulative. The Letter of Credit Fees shall be payable quarterly in arrears in immediately available funds and computed on the basis of a 360-day year and the actual number of days elapsed together with interest on the Letter of Credit Fee from the date payment is due until payment in full at the Default Rate.

Section 1.2. Drawing Fee. The Corporation agrees to pay to the Bank in connection with Drawings under the Letter of Credit, a non-refundable annual fee in the amount of \$1,500, payable in advance on the Date of Issuance and on each anniversary of the Date of Issuance occurring thereafter.

Section 1.3. Amendment, Transfer, Waiver Fees and Other Fees and Expenses. Upon each transfer of the Letter of Credit in accordance with its terms or the appointment of a successor Issuing and Paying Agent under the Issuing and Paying Agent Agreement, the Corporation agrees to pay the Bank a non-refundable transfer fee, in an amount equal to \$2,500, and to reimburse the Bank for its actual costs and expenses associated with such transfer or appointment (including, without limitation, the reasonable fees and expenses of counsel to the Bank), payable on the date of such transfer or appointment.

The Corporation agrees to pay to the Bank on the date of each amendment, modification, supplement or waiver of the Agreement, this Fee Letter Agreement, the Revolving Note or the Letter of Credit or any amendment, modification, supplement or waiver to any Related Document which requires the consent of the Bank, a non-refundable amendment, modification, supplement or consent fee, as applicable, in an amount equal to \$2,500, plus the reasonable fees of any legal counsel retained by the Bank in connection therewith.

Section 1.4. Termination Fee. (a) Notwithstanding any other provision of the Agreement or this Fee Letter Agreement to the contrary, the Corporation agrees not to terminate or replace the Agreement or the Letter of Credit prior to the Letter of Credit Expiration Date, except upon (i) the payment by the Corporation to the Bank of the Termination Fee, as described below, (ii) the payment by the Corporation to the Bank of all Obligations payable under the Agreement and this Fee Letter Agreement and (iii) the Corporation providing the Bank with thirty (30) days prior written notice of its intent to terminate or replace the Agreement and the Letter of Credit; *provided*, that any such termination of the Agreement or the Letter of Credit shall be in compliance with the terms and conditions of the Trust Agreement and the Agreement; *provided, further*, that no Termination Fee shall become payable if the Letter of Credit is terminated or replaced as a result of [(i) (A) a withdrawal, suspension or reduction of the Bank's senior unsecured short-term ratings below "P-1", "F1" or "A-1", respectively, by any two of Moody's, Fitch or S&P or (B) a withdrawal, suspension or reduction of the Bank's senior unsecured long-term ratings below "A2", "A" or "A", respectively, by any two of Moody's, Fitch or S&P; (ii) the Bank having imposed increased costs upon the Corporation and the County pursuant to Section 2.8 of the Agreement; (iii) a refunding or refinancing of the Notes in full that does not require or involve credit enhancement, a liquidity facility or bank direct purchase from a bank, financial institution or other third party; or (iv) the occurrence of a Trading Differential of an average of 20 basis points (0.20%) or greater for 60 consecutive days or 15 basis points (0.15%) or greater for 90 consecutive days (any such period the "*Trading Differential Period*") with such Trading Differential Period being certified by an independent financial adviser selected by the Corporation and reasonably acceptable to the Bank; *provided however*, that such termination must occur within 180 days after the first day of any Trading Differential Period].

As used herein, the term "*Trading Differential*" shall mean, for any day, a rate per annum equal to (x) the interest rate borne by the Notes, less (y) the average interest rate on such day borne by commercial paper notes issued by or on behalf of governmental entities in the United States with terms being approximately the same as the Notes, the payment of the principal of and interest on which is enhanced by credit facilities provided by commercial banks rated at least "P-1" by Moody's and "A-1" by S&P, and, if the Notes are then rated by Fitch, "F1" by Fitch, as calculated by the Bank and verified by the County's independent financial advisors.

The Corporation agrees that all payments to the Bank referred to in the preceding paragraph shall be made in immediately available funds.

(b) The Corporation hereby agrees to pay to the Bank a Termination Fee in connection with the termination or replacement of the Letter of Credit by the Corporation as set forth in Section 1.4(a) hereof in an amount equal to the product of (A) the Letter of Credit Fee Rate in effect pursuant to Section 1.1 hereof on the date of termination, (B) the Original Stated Amount, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such termination to and including the Letter of Credit Expiration Date and the denominator of which is 360 (the "*Termination Fee*"), payable on the date the Letter of Credit is terminated or replaced; *provided, however*, that no Termination Fee shall be due with respect to a

termination or replacement of the Letter of Credit by the Corporation less than ten days prior to the Letter of Credit Expiration Date.

Section 1.5. Breach of Covenant Fee. Anything herein to the contrary notwithstanding, in the event the Corporation fails to perform any agreement or covenant set forth in Section 5.1(dd) of the Agreement for a period of five (5) Business Days, the Letter of Credit Fee shall be increased by three quarters of one percent (0.75%) per annum from the rate otherwise applicable for each day such failure remains unremedied after the applicable grace period; *provided*, that such increased fee shall apply only to the principal amount of the Notes with respect to which the Corporation has failed to perform under Section 5.1(dd).

ARTICLE II. MISCELLANEOUS.

Section 2.1. Out-of-Pocket Expenses. The Corporation shall promptly pay on the Date of Issuance, all of the Bank's out-of-pocket expenses and the reasonable fees and expenses of counsel for the Bank in an amount not to exceed \$40,000, plus disbursements, in connection with the execution and delivery of the Agreement and this Fee Letter Agreement and the issuance of the Letter of Credit.

Section 2.2. Amendments. No amendment to this Fee Letter Agreement shall become effective without the prior written consent of the Corporation, the County and the Bank.

Section 2.3. Governing Law. This Fee Letter Agreement shall be governed by and construed in accordance with the laws of the California.

Section 2.4. Counterparts. This Fee Letter Agreement may be executed in multiple counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one instrument.

Section 2.5. Severability. Any provision of this Fee Letter Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Fee Letter Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Authorized Representative

COUNTY OF LOS ANGELES, CALIFORNIA

By: _____
Treasurer and Tax Collector

(SEAL)

ATTEST:

By: _____
Assistant Secretary
Los Angeles County Capital Asset
Leasing Corporation

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

By: _____
Name: David Bayer
Title: Executive Director

LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT

dated as of April 1, 2013

among

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION,

COUNTY OF LOS ANGELES, CALIFORNIA

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

relating to

\$200,000,000 aggregate principal amount of
Los Angeles County Capital Asset Leasing Corporation
Lease Revenue Obligation Commercial Paper Notes, [Series _]

TABLE OF CONTENTS

SECTION	HEADING	PAGE
ARTICLE I	DEFINITIONS	1
Section 1.1.	Certain Defined Terms.....	1
Section 1.2.	Computation of Time Periods.....	11
Section 1.3.	Accounting Terms.....	11
Section 1.4.	Terms Defined in Trust Agreement	11
Section 1.5.	Construction.....	11
ARTICLE II	AMOUNT AND TERMS OF THE LETTER OF CREDIT	12
Section 2.1.	The Letter of Credit	12
Section 2.2.	Issuance of the Letter of Credit.....	12
Section 2.3.	Letter of Credit Fees	12
Section 2.4.	Payment of Amounts Drawn on Letter of Credit.....	12
Section 2.5.	Principal Advances	12
Section 2.6.	Conversion of Principal Advances to Term Loans; Term Loans; Default Advances.....	13
Section 2.7.	Prepayment of Principal Advances or Term Loans; Reinstatement of Letter of Credit Amounts.....	14
Section 2.8.	Increased Costs; Capital Adequacy	15
Section 2.9.	Net of Taxes, Etc.....	16
Section 2.10.	Payments and Computations.....	18
Section 2.11.	Extension of Letter of Credit Expiration Date; Reduction in Stated Amount.	19
Section 2.12.	Evidence of Debt; Revolving Note	19
Section 2.13.	Obligations Absolute	20
Section 2.14.	Termination; Acceptance of Alternate Credit Facility.....	20
Section 2.15.	Pledge by the Corporation	21
Section 2.16.	Maximum Interest Rate; Payment of Fee	21
Section 2.17.	Adjustment of Base Rental	22
ARTICLE III	CONDITIONS OF ISSUANCE	22
Section 3.1.	Conditions Precedent to Issuance of the Letter of Credit	22
Section 3.2.	Conditions Precedent to Each Credit Event.....	25
Section 3.3.	No-Issuance Notice; Final Drawing Notice.....	25
ARTICLE IV	REPRESENTATIONS AND WARRANTIES.....	26
Section 4.1.	County Representations and Warranties.....	26
Section 4.2.	Corporation Representations and Warranties	29
ARTICLE V	COVENANTS.....	32
Section 5.1.	Covenants.....	32

ARTICLE VI	EVENTS OF DEFAULT	39
Section 6.1.	Events of Default	39
Section 6.2.	Upon an Event of Default	41
ARTICLE VII	MISCELLANEOUS	42
Section 7.1.	Amendments and Waivers	42
Section 7.2.	Notices	42
Section 7.3.	No Waiver; Remedies	43
Section 7.4.	Indemnification	43
Section 7.5.	Liability of the Bank	44
Section 7.6.	Expenses; Documentary Taxes	44
Section 7.7.	Binding Effect	45
Section 7.8.	Severability	45
Section 7.9.	Approvals	45
Section 7.10.	Governing Law and Jurisdiction	46
Section 7.11.	Headings	46
Section 7.12.	Counterparts	46
Section 7.13.	Integration	46
Section 7.14.	OFAC	46
EXHIBIT A	– Form of Letter of Credit	
EXHIBIT B	– Form of Revolving Note	
EXHIBIT C	– Form of Request for Extension	
EXHIBIT D	– Form of Request for Reduction in Stated Amount	

This LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT, dated as of April 1, 2013, among the LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION (the “*Corporation*”), the COUNTY OF LOS ANGELES, CALIFORNIA (the “*County*”) and Wells Fargo Bank, National Association, (together with its successors and assigns, the “*Bank*”).

WHEREAS, concurrently herewith, the Corporation and the County have entered into a Second Amended and Restated Site Lease, dated as of April 1, 2013, which amends and restates that certain Amended and Restated Site Lease, dated as of April 1, 2010 pursuant to which the Corporation leased from the County certain Property (as such term is defined therein) located in the County, together with the buildings and improvements thereon owned by the County; and

WHEREAS, concurrently herewith, the Corporation and the County have entered into a Second Amended and Restated Sublease, which amends and restates that certain Amended and Restated Sublease, dated as of April 1, 2010, pursuant to which the County subleased from the Corporation the Property; and

WHEREAS, concurrently herewith, the Corporation and Deutsche Bank National Trust Company, as trustee are entering into a Second Amended and Restated Trust Agreement, dated as of April 1, 2013, pursuant to which, among other things, the Corporation may from time to time issue its Lease Revenue Obligation Commercial Paper Notes, [Series ___] (the “*Notes*” and each, a “*Note*”);

WHEREAS, the Trust Agreement (as hereinafter defined) provides, as a condition precedent to the issuance of the Notes, for delivery to the Issuing and Paying Agent (as hereinafter defined) of a letter of credit with respect to the Notes; and

WHEREAS, pursuant to the terms and conditions set forth herein, the Bank has agreed to issue its letter of credit pursuant to this Agreement;

NOW THEREFORE, in consideration of the premises and in order to induce the Bank to issue the Letter of Credit, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Defined Terms. The following terms, as used herein, have the following meanings:

“*Additional Rental*” shall have the meaning set forth in the Sublease.

“*Advance*” means any Principal Advance or Default Advance.

“*Agreement*” means this Letter of Credit and Reimbursement Agreement, as the same may from time to time be amended, supplemented or otherwise modified in accordance with its terms.

“*Alternate Credit Facility*” has the meaning set forth in the Trust Agreement.

“*Amortization Period*” has the meaning set forth in Section 2.6(b) hereof.

“*Applicable Law*” means all applicable (i) common law and principles of equity and (ii) provisions of all (A) constitutions, statutes, rules, regulations and orders of any Governmental Authority, (B) Governmental Approvals and (C) orders, decisions, judgments and decrees of all courts (whether at law or in equity) and arbitrators.

“*BANA Bank Agreement*” means that certain Revolving Credit Agreement dated as of April 1, 2013, among the County, the Corporation and Bank of America, N.A., as the same may be supplemented, amended or otherwise modified.

“*Bank*” has the meaning assigned that term in the first paragraph of this Agreement.

“*Bank Agreement*” has the meaning set forth in Section 5.1(y) hereof.

“*Base Rate*” means, for any day, a fluctuating rate of interest per annum equal to the greatest of (a) the Prime Rate in effect at such time *plus* one percent (1.00%), (b) the Federal Funds Rate in effect at such time *plus* two percent (2.00%) and (c) seven and one-half of one percent (7.50%).

“*Base Rental*” has the meaning set forth in the Trust Agreement.

“*Base Rental Period*” has the meaning set forth in the Sublease.

“*Business Day*” means any day other than (i) a Saturday or Sunday or a day on which banking institutions are authorized or required by law or executive order to be closed in the State of California or in New York for commercial banking purposes; (ii) a day on which the New York Stock Exchange is authorized or required by law or executive order to be closed; and (iii) a day upon which commercial banks are authorized or required by law or executive order to be closed in the cities or states in which demands for payment may be presented under the Letter of Credit.

“*CAFR*” has the meaning set forth in Section 5.1(a)(i) hereof.

“*Change in Law*” means the occurrence, after the Date of Issuance, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, promulgation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything

herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, ruling, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“*Component*” has the meaning set forth in the Sublease.

“*Contingent Obligation*” means, as to any Person, any obligation of such Person guaranteeing or intended to guarantee any indebtedness, leases, dividends, or other obligations (“*primary obligations*”) of any other Person (the “*primary obligor*”) in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (x) for the purchase or payment of any such primary obligation, or (y) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities, or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation, or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; *provided, however*, that the term Contingent Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

“*Corporation*” has the meaning assigned that term in the first paragraph of this Agreement.

“*Corporation Representative*” has the meaning set forth in the Trust Agreement.

“*County*” means the County of Los Angeles, California, and its successors and assigns.

“*County Representative*” has the meaning set forth in the Trust Agreement.

“*Credit Event*” means any one of the following: the issuance of the Letter of Credit; the making of any Principal Advance; or the conversion of a Principal Advance to a Term Loan.

“*Date of Issuance*” means the date on which the conditions precedent set forth in Section 3.1 of this Agreement are met or waived by the Bank and the Letter of Credit is issued.

“*Dealer*” means, with respect to the Notes, [REDACTED] and any successors or assigns permitted under a Dealer Agreement or any other dealer for the Notes appointed by the Corporation pursuant to the Trust Agreement and Section 5.1(d) hereof.

“*Dealer Agreement*” means, (i) collectively, each Commercial Paper Dealer Agreement, by and between the Corporation and the respective Dealer, providing for the acceptance by such Dealer of the duties and obligations imposed thereby and imposing certain other duties and obligations, as amended, supplemented, waived and modified from time to time in accordance therewith and with Section 5.1(b) hereof and (ii) any other similar agreement by and between the Corporation and any other dealer for the Notes appointed by the Corporation pursuant to the Trust Agreement and Section 5.1(d) hereof.

“*Debt*” means, with respect to any Person, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person as lessee under capital leases; (c) all obligations of such Person to pay the deferred purchase price of property or services; (d) certificates of participation evidencing an undivided ownership interest in payments made by such Person as lessee under capital leases, as purchaser under an installment sale agreement or otherwise as an obligor in connection therewith; (e) all guarantees by such Person of Debt of another Person; (f) the face amount of any letter of credit issued for the account of such Person and, without duplication, all drafts drawn and reimbursement obligations arising thereunder; (g) all Debt of a second Person secured by any lien on any property owned by such first Person, whether or not such Debt has been assumed; (h) all obligations of such Person to pay a specified purchase price for goods or services whether or not delivered or accepted, including but not limited to, take-or-pay or similar obligations; (i) all Contingent Obligations of such Person; and (j) obligation of such Person due and payable under Swap Contracts; *provided, however*, that Debt shall not include trade payables arising in the ordinary course of business; and *provided, further*, however that with respect to the County, Debt shall exclude conduit, enterprise and other Debt that have no claim on the General Fund of the County.

“*Default*” means an event that with the giving of notice or passage of time, or both, shall constitute an Event of Default.

“*Default Advance*” or “*Default Advances*” each has the meaning assigned that term in Section 2.6(c).

“*Default Rate*” means, on any particular date, a rate of interest per annum equal to three percent (3.0%) per annum in excess of the Base Rate in effect on such date.

“*Drawing*” has the meaning assigned to that term in the Letter of Credit.

“*Environmental Laws*” means any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute thereto.

“*Event of Default*” has the meaning assigned that term in Section 6.1 hereof.

“*Excluded Taxes*” means, with respect to the Bank or any Participant Bank, taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which such recipient is organized or in which its principal office is located.

“*Federal Funds Rate*” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Bank on such day on such transactions as determined by the Bank.

“*Fee Letter*” means that certain Fee Letter Agreement dated as of the Date of Issuance, among the Corporation, the County and the Bank, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof.

“*Final Drawing Notice*” has the meaning set forth in the Letter of Credit.

“*Fiscal Year*” means the twelve-month period commencing on July 1 of each year; *provided, however*, that the County may, from time to time, agree on a different twelve-month period as the Fiscal Year.

“*Fitch*” means Fitch, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, except that if such corporation shall no longer perform the functions 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 Corporation that is reasonably acceptable to the Bank.

“*Governmental Approvals*” means an authorization, consent, approval, license or exemption of, registration or filing with, or report to, any Governmental Authority.

“*Governmental Authority*” means the government of the United States or any other applicable nation or applicable political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or quasi-governmental entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government. For the avoidance of doubt, any entity with the power to regulate the Bank, a Participant Bank or their parent or holding company shall be deemed to be a “Governmental Authority.”

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Initial Letter of Credit Expiration Date” means April __, 2016.

“Interbank Agreement” means that certain Agency and Interbank Agreement dated as of April __, 2013 among the Bank, Bank of America, N.A., JPMorgan Chase Bank, National Association and U.S. Bank National Association, and all amendments, modifications, restatements and extensions of such agreement, entered into from time to time and any other agreement delivered in substitution or exchange for such agreement.

“Issuing and Paying Agent” means initially Deutsche Bank National Trust Company and any other Issuing and Paying Agent appointed with respect to the Notes pursuant to Article V of the Trust Agreement, and having the duties, responsibilities and rights provided for therein, and its successor or successors and any other bank or trust company which may at any time be substituted in its place pursuant thereto.

“Issuing and Paying Agent Agreement” means the Second Amended Issuing and Paying Agent Agreement, dated as of April 1, 2013, between the Corporation and the Issuing and Paying Agent, providing for the acceptance by such Issuing and Paying Agent of the duties and obligations imposed thereby and imposing certain other duties and obligations, as the same may be amended, supplemented or otherwise modified as permitted thereby and by Section 5.1(b) hereof.

“JPMC Bank Agreement” means that certain Letter of Credit and Reimbursement Agreement dated as of April 1, 2013, among the County, the Corporation and JPMorgan Chase Bank, National Association, as the same may be supplemented, amended or otherwise modified.

“Law” means, collectively, all applicable international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any applicable Governmental Authority, in each case whether or not having the force of law.

“Lease Obligation Debt” means any Debt of the County and/or the Corporation, the payment of which is payable from and/or secured by lease revenue rental payments payable from the general fund of the County.

“Letter of Credit” means an irrevocable direct-pay letter of credit issued by the Bank, in substantially the form of Exhibit A hereto.

“Letter of Credit Expiration Date” has the meaning assigned to that term in the Letter of Credit.

“Letter of Credit Fee” has the meaning set forth in the Fee Letter.

“*Material County Debt*” means any Debt of the County that is outstanding in a principal amount of \$50,000,000 or more.

“*Maximum Base Rental*” has the meaning set forth in the Sublease.

“*Maximum CP Rate*” means 10% per annum.

“*Maximum Lawful Rate*” means, if any, the maximum rate of interest on the relevant obligation permitted by applicable law.

“*Maximum Principal Amount*” has the meaning set forth in the Trust Agreement.

“*Minimum Required Rental Payment*” has the meaning set forth in the Sublease.

“*Moody’s*” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, except that if such corporation 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 Corporation that is reasonably acceptable to the Bank.

“*No-Issuance Notice*” has the meaning assigned that term in Section 3.3 hereof.

“*Note*” and “*Notes*” each has the meaning assigned in the first recital of this Agreement.

“*Notice of Extension*” means a notice from the Bank to the Issuing and Paying Agent in the form of Annex E to the Letter of Credit.

“*Notice of Reduction in Stated Amount*” means a notice from the Bank to the Issuing and Paying Agent in the form of Annex F to the Letter of Credit.

“*Obligations*” means the Reimbursement Obligations (which includes amounts owing to the Bank as evidenced by the Revolving Note), the fees set forth in Section 2.3 hereof and in the Fee Letter and all other obligations of the Corporation and the County to the Bank arising under or in relation to this Agreement and/or the Fee Letter.

“*Offering Memorandum*” means the offering memorandum with respect to the Notes.

“*Original Stated Amount*” means \$_____.

“*Other Bank Agreements*” means the BANA Bank Agreement, the JPMC Bank Agreement and the USB Bank Agreement, and all amendments, modifications, restatements and extensions of such agreements, entered into from time to time and any other agreement delivered in substitution or exchange for such agreements and any other Bank Agreement payable from or secured by Rental Payments or Pledged Property.

“*Other Taxes*” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Related Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Related Document.

“*Outstanding*” when used in reference to Notes means, as of a particular date, all Notes authenticated and delivered pursuant to the Trust Agreement except: (i) any Note cancelled at or before such date, (ii) any Note deemed to have been paid in accordance with the Trust Agreement and (iii) any Note in lieu of or in substitution for which another Note shall have been authenticated and delivered pursuant to the Trust Agreement.

“*Participant Bank*” means any bank(s) or other financial institution(s) that may purchase from the Bank a participation interest in this Agreement, the Fee Letter and certain of the Related Documents pursuant to a participation agreement between the Bank and the Participant Bank.

“*Permitted Encumbrances*” has the meaning set forth in the Trust Agreement.

“*Person*” means an individual, a corporation, a partnership, a limited liability company, an association, a joint venture, a trust, an unincorporated organization or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“*Plan*” means an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code.

“*Pledged Property*” has the meaning set forth in the Trust Agreement.

“*Previous Bank*” means, as applicable, Bank of America, N.A., JPMorgan Chase Bank, National Association, Wells Fargo Bank, National Association and/or Union Bank, N.A.

“*Previous Letter of Credit*” means the related Irrevocable Transferable Direct-Pay Letter of Credit of the respective Previous Bank, issued pursuant to the respective Previous Reimbursement Agreement.

“*Previous Reimbursement Agreement*” means the Letter of Credit and Reimbursement Agreement dated as of April 1, 2010, as amended to date, among the Corporation, the County and the respective Previous Bank.

“*Prime Rate*” means the rate of interest announced by the Bank from time to time as its prime commercial rate or equivalent, as in effect on such day for United States dollar loans, with any change in the Prime Rate resulting from a change in said prime commercial rate to be automatically and immediately effective as of the date of the relevant change in said prime commercial rate, it being understood that such rate may not be the Bank’s best or lowest rate.

“*Principal Advance*” and “*Principal Advances*” each has the meaning assigned to that term in Section 2.5 hereof.

“*Principal Advance Rate*” means, on any particular date, a rate of interest calculated with respect to a particular Principal Advance equal to the Base Rate; *provided, however*, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “*Principal Advance Rate*” shall mean the Default Rate; *provided, further*, that at no time shall the Principal Advance Rate be less than the rate per annum borne by any Outstanding Note (other than the Revolving Note) on any date.

“*Property*” has the meaning set forth in the Trust Agreement.

“*Provider*” has the meaning set forth in Section 5.1(y) hereof.

“*Quarterly Payment Date*” means the first Business Day of each January, April, July and October.

“*Rating Agency*” means Moody’s, Fitch or S&P.

“*Reduction Date*” means each Reduction Date set forth in a Notice of Reduction in Stated Amount.

“*Reimbursement Obligations*” means any and all obligations of the Corporation to reimburse the Bank for any amount drawn under the Letter of Credit, and all obligations to repay the Bank for all Principal Advances, Term Loans and Default Advances, including in each instance all interest accrued thereon.

“*Related Documents*” means the Trust Agreement, the Fee Letter, the Letter of Credit, this Agreement, the Notes, the Revolving Note, the Issuing and Paying Agent Agreement, the Site Lease, the Sublease and the Dealer Agreements, as the same may be amended, modified or supplemented in accordance with their terms and the terms hereof.

“*Rental Payments*” has the meaning set forth in the Sublease.

“*Request for Extension*” means a notice from the Corporation and the County to the Bank substantially in the form of Exhibit C attached hereto.

“*Request for Reduction in Stated Amount*” means a notice from the Corporation and the County to the Bank substantially in the form of Exhibit D attached hereto.

“*Revolving Note*” means the Corporation’s revolving note, substantially in the form of Exhibit B attached hereto, issued to the Bank pursuant to Section 2.12 hereof, to evidence the indebtedness of the Corporation due and owing to the Bank under this Agreement with respect to amounts drawn on the Letter of Credit.

“*Risk-Based Capital Guidelines*” means (i) the risk-based capital guidelines in effect in the United States on the Date of Issuance, including transition rules, and (ii) the corresponding

capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations adopted prior to the Date of Issuance.

“*S&P*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, 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 Corporation that is reasonably acceptable to the Bank.

“*Site Lease*” means that certain Second Amended and Restated Site Lease dated as of April 1, 2013, by and between the County and the Corporation, as from time to time amended or supplemented in accordance therewith and with Section 5.1(b) hereof.

“*State*” means the State of California.

“*Stated Amount*” has the meaning assigned that term in the Letter of Credit.

“*Sublease*” means the Second Amended and Restated Sublease dated April 26, 2013, by and between the County and the Corporation, as amended, supplemented, waived and modified from time to time in accordance therewith and with Section 5.1(b) hereof.

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “*Master Agreement*”), including any such obligations or liabilities under any Master Agreement.

“*Taxes*” means all present and future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees, liabilities or other charges imposed by any applicable Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

“*Termination Date*” has the meaning assigned to that term in the Letter of Credit.

“*Term Loan*” and “*Term Loans*” each has the meaning assigned that term in Section 2.6(a) hereof.

“*Term Loan Conversion Date*” has the meaning assigned that term in Section 2.6(a) hereof.

“*Term Loan Rate*” means, on any particular date, a rate of interest calculated with respect to a particular Term Loan equal to the Base Rate from time to time in effect plus two percent (2.0%); *provided, however*, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “*Term Loan Rate*” shall mean the Default Rate; *provided, further*, that at no time shall the Term Loan Rate be less than the rate per annum borne by any Outstanding Note (other than the Revolving Note) on any date.

“*Trust Agreement*” means that certain Second Amended and Restated Trust Agreement, dated as of April 1, 2013 by and between the Corporation and the Trustee, and as may be further amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof.

“*Trustee*” means Deutsche Bank National Trust Company, and its successor or successors, and any other person that may at any time be substituted in its place pursuant to the Trust Agreement.

“*USB Bank Agreement*” means that certain Letter of Credit and Reimbursement Agreement dated as of April 1, 2013, among the County, the Corporation and U.S. Bank National Association, as the same may be supplemented, amended or otherwise modified.

Section 1.2. Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, unless otherwise specified herein, the word “from” means “from and including” and the words “till” and “until” each mean “to but excluding.” Unless specified otherwise, all references to time shall mean Los Angeles time.

Section 1.3. Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted United States accounting principles consistently applied.

Section 1.4. Terms Defined in Trust Agreement. Any capitalized term not defined herein shall have the meaning ascribed to such term in the Trust Agreement.

Section 1.5. Construction. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s

successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (d) all references herein to Articles, Sections and Exhibits shall be construed to refer to Articles and Sections of, and Exhibits to, this Agreement.

ARTICLE II

AMOUNT AND TERMS OF THE LETTER OF CREDIT

Section 2.1. The Letter of Credit. The Bank agrees, on the terms and conditions hereinafter set forth, to issue the Letter of Credit to the Issuing and Paying Agent in the Original Stated Amount and expiring by its terms not later than the Letter of Credit Expiration Date.

Section 2.2. Issuance of the Letter of Credit. The Bank will issue the Letter of Credit to the Issuing and Paying Agent on the Date of Issuance upon fulfillment of the applicable conditions precedent set forth in Section 3.1.

Section 2.3. Letter of Credit Fees. The Corporation hereby agrees to perform the obligations provided for in the Fee Letter, including, without limitation, the payment of any and all fees, expenses and other amounts provided for therein, at the times and in the amounts set forth in the Fee Letter. Without limiting the generality of the foregoing, in the event that the Letter of Credit is terminated, the Corporation shall pay to the Bank the fees and expenses, if any, at the times and in the amounts set forth in and as required by the Fee Letter. The terms and provisions of the Fee Letter are hereby incorporated herein by reference as if fully set forth herein. Notwithstanding anything herein to the contrary, all references to amounts or obligations due hereunder or in this Agreement shall be deemed to include all amounts and obligations (including without limitation all fees and expenses) under the Fee Letter.

Section 2.4. Payment of Amounts Drawn on Letter of Credit. (a) The Corporation shall pay or cause to be paid to the Bank an amount equal to that amount drawn on the Bank under the Letter of Credit pursuant to any Drawing with respect to the payment of accrued interest on maturing Notes or, subject to the provisions of Section 2.5 hereof, any Drawing with respect to the payment of principal of maturing Notes, on the same Business Day such drawing is honored.

(b) Any amount drawn under the Letter of Credit pursuant to a Drawing that is not repaid to the Bank when due as provided in clause (a) of Section 2.4, shall bear interest at the Default Rate until paid in full, payable on demand. Principal Advances, Term Loans and Default Advances shall be repaid to the Bank as provided in Sections 2.5 and 2.6 hereof.

(c) Any amount drawn under the Letter of Credit shall be noted by the Bank as principal due and owing on the grid attached to the Revolving Note pursuant to Section 2.12.

Section 2.5. Principal Advances. If the Bank shall make any payment under the Letter of Credit pursuant to a Drawing with respect to the payment of principal of maturing Notes and the conditions precedent set forth in Section 3.2 shall have been fulfilled, and the Corporation (at its option) does not reimburse or cause to be reimbursed the Bank in connection therewith on the

same Business Day, then such payment shall constitute a principal advance made by the Bank to the Corporation on the date and in the amount of such payment (each such advance being a “*Principal Advance*” and, collectively, the “*Principal Advances*”). The Corporation shall pay or cause to be paid interest on the unpaid amount of each Principal Advance from the date that such Principal Advance is made by the Bank until such amount is repaid in full. Such interest shall be payable in arrears (based on the actual days elapsed since the date of such Principal Advance, divided by 365), on the first day of each calendar month during the term of each Principal Advance and, with respect to any such amount repaid, on the date any such amount is repaid, at a rate per annum equal to the Principal Advance Rate.

Section 2.6. Conversion of Principal Advances to Term Loans; Term Loans; Default Advances. (a) Subject to the satisfaction of the conditions set forth in Section 3.2 hereof, any amount of a Principal Advance (but not a Default Advance) remaining unpaid by the Corporation to the Bank under Section 2.5 on the earlier of (x) the ninetieth day after the date on which such Principal Advance was made and (y) the Termination Date (the “*Term Loan Conversion Date*”) shall be converted to a term loan (each, a “*Term Loan*” and, collectively, the “*Term Loans*”).

(b) The Corporation shall repay or cause to be repaid the principal amount of each Term Loan in installments as to principal, commencing on the first Quarterly Payment Date commencing after the Term Loan Conversion Date and on each Quarterly Payment Date thereafter, with the final installment in an amount equal to the entire then outstanding principal amount of such Term Loan due and payable on the date which is the earlier of (i) the fifth anniversary of such Term Loan Conversion Date and (ii) the second anniversary of the Termination Date (the foregoing period with respect to each Term Loan herein referred to as an “*Amortization Period*”). The principal amount of each Term Loan shall be amortized over the related Amortization Period in equal quarterly installments of principal; *provided, however*, that the unpaid amount of each Term Loan shall be paid or caused to be paid by the Corporation in each year only to the extent of the then fair rental value with respect to the Components subject to the Sublease for the corresponding Base Rental Period, and to the extent not so repaid, such Term Loan shall be paid or caused to be paid by the Corporation during each subsequent Base Rental Period, to the extent owed, to the extent of the then fair rental value with respect to the Components subject to the Sublease for each such subsequent Base Rental Period, and such Term Loan shall continue to be an obligation of the County pursuant to the Sublease. The Corporation may prepay or cause to be prepaid the outstanding amount of any Term Loan in whole or in part with accrued interest to the date of such prepayment on the amount prepaid. The amount of the Letter of Credit and the amounts available to be drawn thereunder by the Issuing and Paying Agent by any Drawing shall not be increased with respect to the conversion of a Principal Advance to a Term Loan. Each Term Loan shall bear interest at the Term Loan Rate, payable monthly in arrears on the first day of each calendar month during the term of such Term Loan and on the date on which the final installment of principal of the Term Loan is payable or, if such Term Loan bears interest at the Default Rate, upon demand.

(c) If (i) the Bank shall make any payment under the Letter of Credit pursuant to a Drawing with respect to the payment of principal of maturing Notes and the conditions set forth in Section 3.2 shall not have been fulfilled, and the Corporation fails to reimburse or cause to be reimbursed the Bank in connection therewith, (ii) the Bank shall have made a Principal Advance

to the Corporation and the conditions set forth in Section 3.2 shall have not been fulfilled on the Term Loan Conversion Date or (iii) an Event of Default shall have occurred while any Principal Advance or Term Loan remains outstanding, such payment, Principal Advance or Term Loan, as applicable, shall constitute a default advance (and not a Principal Advance) made by the Bank to the Corporation from and after the date and in the amount of such payment under the Letter of Credit or such other date on which any event described in clauses (i), (ii) or (iii) above shall occur (each such default advance being a “*Default Advance*” and, collectively, the “*Default Advances*”). The Corporation hereby agrees to pay or cause to be paid to the Bank (i) interest at the Default Rate on any amount of the Default Advance remaining unpaid by the Corporation to the Bank from the date of such Default Advance until payment in full, payable in arrears, upon demand, and (ii) the unpaid amount of each Default Advance immediately upon demand by the Bank but if no demand is made, then on each Quarterly Payment Date in an amount equal to the then fair rental value with respect to the Components subject to the Sublease for such quarterly period; *provided, however*, that the unpaid amount of each Default Advance shall be paid or caused to be paid by the Corporation in each year only to the extent of the then fair rental value with respect to the Components subject to the Sublease for such Base Rental Period, and to the extent not so repaid, such Default Advance shall be paid or caused to be paid by the Corporation during each subsequent Base Rental Period, to the extent owed, to the extent of the then fair rental value with respect to the Components subject to the Sublease for each such subsequent Base Rental Period, and such Default Advance shall continue to be an obligation of the County pursuant to the Sublease.

Section 2.7. Prepayment of Principal Advances or Term Loans; Reinstatement of Letter of Credit Amounts. (a) The Corporation may prepay or cause to be prepaid the amount of any Principal Advance or Term Loan outstanding in whole or in part with accrued interest to the date of such repayment on the amount prepaid. Any prepayment in part under this Section 2.7(a) shall be applied by the Bank against each such Principal Advance or Term Loan, as the case may be, in the order in which each such Principal Advance or Term Loan, as the case may be, was made.

(b) Any prepayment made under Section 2.7(a) shall be applied by the Bank as a reimbursement of the related drawing (and as a prepayment of the Principal Advance or Term Loan, as the case may be, resulting from such drawing) and, in the case of a prepayment of a Principal Advance, the Corporation irrevocably authorizes the Bank to reinstate the amount available to be drawn under the Letter of Credit by the amount of such prepayment; *provided, however*, that the Issuing and Paying Agent shall not deliver any Notes (the aggregate principal and interest of which is payable from the amount of the Letter of Credit so reinstated) for sale or otherwise until the Letter of Credit has been reinstated pursuant to the terms of this Agreement and the Letter of Credit. The amount of the Letter of Credit and the amounts available to be drawn thereunder by the Issuing and Paying Agent by any Drawing shall not be increased with respect to repayments of Term Loans or Default Advances, unless otherwise agreed to by the Bank in writing.

(c) In the event that the Issuing and Paying Agent delivers any Notes while any Principal Advance or Term Loan or any portion of any Principal Advance or Term Loan remains unpaid, the Corporation shall apply the proceeds of any such Notes to the prepayment of such

outstanding Principal Advance or Term Loan, as the case may be. Any prepayment in part under this Section 2.7(c) shall be applied against each such Principal Advance or Term Loan, as the case may be, in the order in which each such Principal Advance or Term Loan, as the case may be, was made.

Section 2.8. Increased Costs; Capital Adequacy.

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Bank or any Participant Bank;

(ii) subject to the Bank or any Participant Bank to any Tax of any kind whatsoever with respect to this Agreement, the Fee Letter or the Letter of Credit, or change the basis of taxation of payments to the Bank or such Participant Bank in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 2.9 and except for Excluded Taxes); or

(iii) impose on the Bank or any Participant Bank any other condition, cost or expense affecting this Agreement, the Fee Letter or the Letter of Credit;

and the result of any of the foregoing shall be to increase the cost to the Bank or such Participant Bank related to issuing or maintaining the Letter of Credit, or to reduce the amount of any sum received or receivable by the Bank or such Participant Bank hereunder or under the Fee Letter (whether of principal, interest or any other amount) then, upon written request of the Bank or such Participant Bank, the Corporation or the County, on behalf of the Corporation, shall promptly pay to the Bank or such Participant Bank, as the case may be, such additional amount or amounts as will compensate the Bank or such Participant Bank, as the case may be, for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If the Bank or any Participant Bank determines that any Change in Law affecting the Bank or such Participant Bank or the Bank's or such Participant Bank's parent or holding company, if any, regarding capital requirements, has or would have the effect of reducing the rate of return to the Bank's or such Participant Bank's or the Bank's or such Participant Bank's parent or holding company, if any, as a consequence of this Agreement, the Fee Letter or the Letter of Credit, to a level below that which the Bank or such Participant Bank or the Bank's or such Participant Bank's parent or holding company could have achieved but for such Change in Law (taking into consideration such entities policies with respect to capital adequacy), then from time to time upon written request of the Bank or such Participant Bank, as applicable, the Corporation or the County, on behalf of the Corporation, shall promptly pay to the Bank or such Participant Bank, as the case may be, such additional amount or amounts as will compensate the Bank or such Participant Bank or the Bank's or such Participant Bank's parent or holding company for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of the Bank or a Participant Bank setting forth the amount or amounts necessary to compensate the Bank or such Participant Bank or the Bank's or such Participant Bank's parent or holding company, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Corporation and the County, shall be conclusive absent manifest error. The Corporation or the County, on behalf of the Corporation, shall pay the Bank, such Participant Bank or their parent or holding company, as the case may be, the amount shown as due on any such certificate within sixty (60) days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of the Bank or any Participant Bank to demand compensation pursuant to this Section shall not constitute a waiver of the Bank's or such Participant Bank's right to demand such compensation. Notwithstanding anything contained in paragraphs (a) and (b) of this Section 2.8, the Corporation and the County shall have no liability to the Bank or any Participant Bank for any increased costs, increased capital or reduction in return to the extent incurred by the Bank or such Participant Bank more than one hundred eighty (180) days prior to the date that actual notice is given to the Corporation and the County with respect thereto (the "*Cut-Off Date*"), except where (A) the Bank or such Participant Bank had no actual knowledge of the action resulting in such increased costs, increased capital or reduction in return as of the Cut-Off Date or (B) such increased costs, increased capital or reduction in return apply to the Bank or such Participant Bank retroactively to a date prior to the Cut-Off Date.

(e) Notwithstanding anything to the contrary in this Section 2.8, in the event the Bank grants any participation to any Participant Bank under this Agreement, neither the Corporation nor the County shall have any obligation to pay amounts pursuant to this Section 2.8 in an amount greater than that which it would have been required to pay if the Bank had not granted such participation.

(f) *Survival.* The obligations of the County and the Corporation under this Section 2.8 shall survive the termination of this Agreement.

Section 2.9. Net of Taxes, Etc.

(a) *Payments Free of Taxes.* Any and all payments by or on account of any obligation of the Corporation or the County hereunder or under the Fee Letter shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes; provided that if the Corporation or the County shall be required by Applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Bank or any Participant Bank receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Corporation or the County, as applicable, shall make such deductions and (iii) the Corporation or the County, on behalf of the Corporation, as applicable, shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with Applicable Law.

(b) *Payment of Other Taxes by the Corporation.* Without limiting the provisions of paragraph (a) above, the Corporation or the County, on behalf of the Corporation, as applicable, shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(c) *Indemnification by the Corporation.* The Corporation or the County, on behalf of the Corporation, as applicable, shall timely pay any Other Taxes to the relevant Governmental Authority and shall also, to the fullest extent permitted by law, indemnify the Bank and each Participant Bank, within thirty (30) days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Bank or any Participant Bank and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; *provided* that the Corporation shall not be obligated to indemnify the Bank for any penalties, interest or expenses relating to Indemnified Taxes or Other Taxes arising from the Bank's negligence or willful misconduct. The Bank and each Participant Bank agrees to give notice to the Corporation of the assertion of any claim against it relating to Indemnified Taxes and Other Taxes as promptly as reasonably practicable after being notified of such claim; *provided, however*, that the failure by the Bank or such Participant Bank to provide prompt notice shall not affect the Bank's or such Participant Bank's rights under this Section 2.9. A certificate stating in reasonable detail the amount of such payment or liability delivered to the Corporation and the County by the Bank or any Participant Bank shall be conclusive absent manifest error. In addition, the Corporation or the County, on behalf of the Corporation, as applicable, shall indemnify the Bank and each Participant Bank, within thirty (30) days after demand therefor, for any incremental Taxes that may become payable by the Bank or any Participant Bank as a result of any failure of the Corporation or the County, on behalf of the Corporation, as applicable, to pay any Taxes when due to the appropriate Governmental Authority or to deliver to the Bank or any Participant Bank pursuant to clause (d), documentation evidencing the payment of Taxes.

(d) *Evidence of Payments.* As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Corporation to a Governmental Authority, the Corporation or the County, as applicable, shall deliver to the Bank or such Participant Bank the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Bank or such Participant Bank, as applicable.

(e) *Treatment of Certain Refunds.* If the Bank or any Participant Bank determines that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified pursuant to this Section (including additional amounts paid by the Corporation or the County pursuant to this Section), it shall pay to the applicable indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, under this Section with respect to the Taxes or Other Taxes giving rise to such refund) together with interest, if any, paid by the relevant Governmental Authority with respect to such refund; *provided* that the applicable indemnifying party, upon the request of the Bank, or such Participant Bank, as applicable, agrees to repay the amount paid over pursuant to this Section

(plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Bank or such Participant Bank in the event the Bank or such Participant Bank is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (e), in no event will the Bank or any Participant Bank be required to pay any amount to an indemnifying party pursuant to this paragraph (e) the payment of which would place the Bank or such Participant Bank in a less favorable net after-Tax position than the Bank or such Participant Bank would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require the Bank or any Participant Bank to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Corporation, the County or any other Person.

(f) *Survival.* The obligations of the County and the Corporation under this Section 2.9 shall survive the termination of this Agreement.

Section 2.10. Payments and Computations. (a) The Corporation shall make or cause to be made each payment hereunder (i) representing reimbursement pursuant to Section 2.4 hereof to the Bank of the amount drawn on the Bank pursuant to a Drawing made under the Letter of Credit not later than **[1:00 P.M., Los Angeles time]**, and (ii) not later than **[10:00 A.M., Los Angeles time]**, for all other payments (including, without limitation, those under the Fee Letter), on the day when due, in lawful money of the United States of America to the account of the Bank set forth in Section 2.10(c) hereof in immediately available funds; *provided, however*, that whenever any payment hereunder shall be due on a day that is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day, and any interest payable thereon shall be payable for such extended time; and *provided, further* that the Corporation shall be permitted to make any payment pursuant to Section 2.3 in next day funds if such payment is made (i) on the Business Day immediately preceding the date on which such payment would otherwise have been due and (ii) in an amount equal to the amount that would have been required to have been paid had the payment not been made in next day funds in reliance upon this proviso. Payment received by the Bank after the applicable time set forth in this Section 2.10 shall be considered to have been made on the next succeeding Business Day. All computations of interest payable by the Corporation hereunder shall be made on the basis of a year of 365 or 366 days, as the case may be, and the actual number of days elapsed. Interest shall accrue during each period during which interest is computed from and including the first day thereof to but excluding the last day thereof. All computations of fees payable by the Corporation hereunder or under the Fee Letter shall be made on the basis of a 360 day year but calculated on the actual number of days elapsed.

(b) Unless otherwise provided herein, any amount payable by the Corporation hereunder that is not paid when due shall bear interest at the Default Rate and shall be payable upon demand of the Bank.

(c) Payments under this Agreement shall be made to the Bank at its account as specified in the Fee Letter.

Section 2.11. Extension of Letter of Credit Expiration Date; Reduction in Stated Amount.

(a) On the Date of Issuance, the Letter of Credit Expiration Date shall be the Initial Letter of Credit Expiration Date. The Letter of Credit Expiration Date shall be subject to extension at any time following the then scheduled Letter of Credit Expiration Date, as set forth below and in the Letter of Credit. At least 90 days but not more than 120 days prior to the Letter of Credit Expiration Date, the Corporation and the County may request in writing that the Bank extend the Letter of Credit Expiration Date for an additional term of one year or such other period as the parties may agree by delivery to the Bank of a Request for Extension. Within 30 days of the date of any such Request for Extension, the Bank will notify the Corporation and the County in writing of the decision by the Bank in its absolute discretion whether to extend for such additional period, the Letter of Credit Expiration Date for purposes of this Agreement and the Letter of Credit, including in such notice the extended Letter of Credit Expiration Date and the conditions of such consent (including conditions relating to legal documentation and the consent of the Issuing and Paying Agent). If the Bank does so agree to extend, the Bank shall deliver an executed Notice of Extension to the Issuing and Paying Agent. If the Bank shall not so notify the Corporation, the Bank shall be deemed to have denied any such extension.

(b) *Reduction in Stated Amount.* The Corporation and the County may elect to reduce the Stated Amount of the Letter of Credit from time to time prior to the Letter of Credit Expiration Date by delivery of a Request for Reduction in Stated Amount to the Bank, upon receipt of which the Bank will notify the Issuing and Paying Agent by means of a notice in the form attached to the Letter of Credit as Annex F, thereby reducing the Stated Amount, all as set forth in the Letter of Credit. Upon such reduction, the Stated Amount of the Letter of Credit shall not be less than the sum of (i) the face value of all discount Notes and (ii) the principal amount of all outstanding non-discount Notes plus all interest to accrue on such non-discount Notes to the maturity date thereof.

Section 2.12. Evidence of Debt; Revolving Note. The Bank shall maintain in accordance with its usual practice an account or accounts evidencing the Obligations resulting from each drawing under the Letter of Credit and from each Advance and Term Loan made from time to time hereunder and the amounts of principal and interest payable and paid from time to time hereunder. In any legal action or proceeding in respect of this Agreement, the entries made in such accounts shall be prima facie evidence of the existence and amounts of the Obligations of the Corporation therein recorded, *provided* that the failure to make or any error in making any such recordation or notation shall not limit, extinguish or in any way modify the obligation of the Corporation to repay Drawings under the Letter of Credit or Principal Advances, Term Loans or Default Advances as set forth herein and shall not affect the Obligations of the Corporation hereunder or under the Revolving Note. To evidence the Obligations of the Corporation due and owing to the Bank under this Agreement with respect to amounts drawn under the Letter of Credit, the Corporation will execute and deliver the Revolving Note, substantially in the form of Exhibit B attached hereto, to the Bank on the Date of Issuance. The Bank shall note on the grid attached to the Revolving Note principal amounts owing to the Bank, and the maturity schedule

therefor pursuant to Sections 2.5 and 2.6 respecting outstanding Advances and Term Loans with interest until payment in full pursuant to the terms of the Revolving Note.

Section 2.13. Obligations Absolute. The obligations of the Corporation and the County under this Agreement shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms thereof, under all circumstances whatsoever, including without limitation the following circumstances:

- (a) any lack of validity or enforceability of any of the Related Documents;
- (b) any amendment to, waiver of or consent to departure from any provision of, this Agreement or any of the Related Documents;
- (c) the existence of any claim, set-off, defense or other right which the Corporation or the County may have at any time against the Trustee, the Issuing and Paying Agent, the Dealer, the Bank (other than the defense of the payment to the Bank in accordance with the terms of this Agreement), any beneficiary or any transferee of the Letter of Credit (or any person or entity for whom any such beneficiary or any such transferee may be acting) or any other Person, whether in connection with this Agreement, any Related Document or any unrelated transaction;
- (d) any demand, statement or any other document presented under the Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;
- (e) any non-application or misapplication by the Issuing and Paying Agent of the proceeds of any drawing under the Letter of Credit;
- (f) payment by the Bank under the Letter of Credit to the person entitled thereto against presentation of a draft or certificate which does not comply strictly with the terms of the Letter of Credit; or
- (g) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

Nothing contained in this Section 2.13 shall operate to prevent the Corporation or the County from bringing a cause of action against the Bank for any liability it may incur as a result of its gross negligence or willful misconduct.

Notwithstanding the foregoing, the obligations of the Corporation under this Agreement are a special obligation of the Corporation payable solely from the Pledged Property. To the extent the County pays any obligation of the Corporation under this Agreement, such payment shall be deemed to be payment by the Corporation of such obligation.

Section 2.14. Termination; Acceptance of Alternate Credit Facility. Notwithstanding any provision of this Agreement or the Letter of Credit to the contrary, neither the Corporation nor

the County shall terminate or replace the Letter of Credit prior to the Letter of Credit Expiration Date except upon (i) the payment to the Bank of a termination fee in an amount set forth in the Fee Letter, (ii) the payment to the Bank of all fees, expenses and other amounts payable hereunder and under the Fee Letter, (iii) the payment to the Bank of all principal and accrued interest owing on the Revolving Note, and (iv) providing the Bank notice of its intention to do so at least thirty (30) days prior to the date of such termination or replacement; *provided* that all payments to the Bank referred to in clauses (i), (ii) and (iii) above shall be made with immediately available funds. The Corporation agrees that any termination of the Letter of Credit as a result of the provision of any Alternate Credit Facility will require, as a condition thereto, that the Corporation, the County, on behalf of the Corporation or the issuer of such Alternate Credit Facility will provide funds on the date of such termination or provision, which funds will be sufficient to pay in full at the time of termination of the Letter of Credit all Obligations due and owing to the Bank hereunder and under the Fee Letter.

Section 2.15. Pledge by the Corporation. (a) To provide security to the Bank for the payment by the Corporation of the Obligations under this Agreement, the Fee Letter and the Revolving Note, the Corporation has pledged to the Bank the Pledged Property pursuant to the Trust Agreement and all right, title and interest in all funds in the Issuing and Paying Agent Fund.

(b) The Corporation's obligation to pay Reimbursement Obligations, including the Revolving Note, shall be a special obligation of the Corporation payable solely from the moneys pledged to the payment thereof pursuant to the Trust Agreement and this Agreement.

(c) The pledges made hereby are valid, binding and perfected from the time when they are made and property so pledged shall immediately be subject to the lien of such pledges without any physical delivery thereof or further act, and the lien of such pledges shall be valid, binding and perfected as against all parties having claims of any kind in tort, contract or otherwise against the Corporation irrespective of whether such parties have notice thereof. No instrument by which such pledges are created nor any financing statement need be recorded or filed.

Section 2.16. Maximum Interest Rate; Payment of Fee. If the rate of interest payable hereunder or under the Fee Letter shall exceed the Maximum Lawful Rate for any period for which interest is payable, then (i) interest at such Maximum Lawful Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and thereof and (B) such Maximum Lawful Rate (the "*Excess Interest*"), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed such Maximum Lawful Rate, at which time the Corporation shall pay or cause to be paid to the Bank, with respect to amounts then payable to the Bank that are required to accrue interest hereunder or under the Fee Letter, such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Bank to equal such Maximum Lawful Rate, which payments of deferred Excess Interest shall continue to apply to such unpaid amounts hereunder and under the Fee Letter until all deferred Excess Interest is fully paid to the Bank. On the date on which no principal amount with respect to the Reimbursement Obligations or the Revolving Note remains unpaid, in

consideration for any limitation of the rate of interest which may otherwise be payable hereunder or under the Fee Letter, the Corporation shall pay or cause to be paid to the Bank a fee equal to the amount of all unpaid deferred Excess Interest (the “*Excess Interest Fee*”); *provided* that the Excess Interest Fee shall be payable as and to the extent that the then fair rental value with respect to the Components subject to the Sublease for such Base Rental Period exceeds the sum of all other Reimbursement Obligations remaining unpaid hereunder and the amount of interest accruing on the Notes during such Base Rental Period.

Section 2.17. Adjustment of Base Rental. (a) To the extent any Reimbursement Obligation or accrued interest thereon has not been paid as and when due or any deferred Excess Interest remains unpaid, following the Termination Date and for so long thereafter as any Reimbursement Obligations remain unpaid, the County and the Corporation shall increase the amount of the Base Rental payable under the Sublease for the Property to the greater of (i) the Maximum Base Rental for the Property or (ii) the maximum fair rental value of the Property determined in accordance with subsection (b) below.

(b) To the extent any Reimbursement Obligation or accrued interest thereon has not been paid as and when due or any deferred Excess Interest remains unpaid, following the Termination Date and for so long thereafter as any Reimbursement Obligations remain unpaid, unless the Sublease has terminated in accordance with its terms, the County and the Corporation agree, at the Bank’s sole written request, from time to time (but not more than once in any twelve month period), to determine or cause to be determined, the fair rental value for one or more Components. Such determination shall be by any method that the Bank may reasonably request, subject to the reasonable approval of such method by the County, the Corporation and bond counsel, including a Class C appraisal and shall be at the sole expense of the County and the Corporation. In addition, the County and the Corporation agree to extend the term of (i) the Site Lease in accordance with Section 4 thereof and (ii) the Sublease in accordance with Section 2.2 thereof, if, on the stated expiration thereof, any amounts remain owing to the Bank hereunder, under the Fee Letter or under any of the other Related Documents.

ARTICLE III

CONDITIONS OF ISSUANCE

Section 3.1. Conditions Precedent to Issuance of the Letter of Credit. The obligation of the Bank to issue the Letter of Credit is subject to the fulfillment of the following conditions precedent on or before the Date of Issuance in form and substance and in a manner satisfactory to the Bank:

(a) The Bank shall have received:

(i) Certified copies of the resolutions of the Corporation and the County approving this Agreement, the Fee Letter and the other Related Documents and the other matters contemplated hereby and thereby, and all other documents, including records of proceedings of the Corporation and the County, instruments, governmental approvals, third party approvals and opinions as the

Bank and its counsel may reasonably request evidencing any other necessary action;

(ii) A certificate of the Corporation and the County stating the names and true signatures of the officers of the Corporation and the County authorized to sign this Agreement, the Fee Letter and the other documents to be delivered by the Corporation and the County hereunder;

(iii) Executed or conformed copies of each of the Related Documents and the Interbank Agreement in form and substance satisfactory to the Bank;

(iv) A letter addressed to the Bank from Note Counsel, entitling the Bank to rely on such firm's approving Note opinion addressed to the Corporation and such other customary matters as the Bank may reasonably request;

(v) (A) Evidence that the rating assigned to the Notes by S&P is A-1+ and by Moody's is P-1; and (B) evidence from Moody's, S&P and Fitch confirming that the underlying unenhanced long-term rating assigned to the Lease Obligation Debt by Moody's is "A1" (or its equivalent), "AA-" (or its equivalent) by S&P and "A+" (or its equivalent) by Fitch (referred to herein as the "*Rating Documentation*");

(vi) The Revolving Note duly executed and delivered by the Corporation to the Bank;

(vii) A certificate of the County setting forth the annual fair rental value of each Component;

(viii) Certificates of the Corporation and the County stating that (A) on the Date of Issuance, no event has occurred and is continuing, or would result from the issuance of the Letter of Credit, which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both; and (B) on the Date of Issuance and after giving effect to the issuance of the Letter of Credit, all representations and warranties of the Corporation and the County contained herein and in the other Related Documents or otherwise made in writing in connection herewith and therewith shall be true and correct with the same force and effect as though such representations and warranties had been made on and as of the Date of Issuance;

(ix) An opinion of the County Counsel, as counsel to the Corporation, in form and substance satisfactory to the Bank and its counsel, and addressed to the Bank;

(x) An opinion of the County Counsel, as counsel to the County, in form and substance satisfactory to the Bank and its counsel, and addressed to the Bank;

(xi) Audited financial statements for the County for the two most recently available fiscal years and the most recent operating budget summaries for the County's General Fund for the current fiscal year;

(xii) Evidence of title insurance on the Components in the form of a CLTA leasehold policy (10-21-87) of title insurance insuring the Trustee, in an amount not less than the Maximum Principal Amount, subject only to such exceptions as shall be acceptable to the Bank, with such endorsements and affirmative coverages as may be reasonably required by the Bank, and otherwise in form and substance satisfactory to the Bank and its counsel and issued by an insurance company acceptable to the Bank and its counsel and authorized to issue such insurance in the State of California;

(xiii) Evidence of the County's current hazard and rental interruption insurance for the Components for a period of at least two (2) years Maximum Base Rental, assuming an interest rate of 10% per annum, and such evidence of insurance shall be satisfactory to the Bank. The Bank shall also have received a certificate from the County stating that the County's current policies of insurance and any self-insurance or alternative risk management programs maintained by the County comply with the provisions of Section 4.3 of the Sublease and Sections 5.1(t) hereof. Any such commercial insurance policies shall be issued by insurers rated "A" or better by Best's or approved by the Bank;

(xiv) A copy of the investment policy of the County;

(xv) Certificates of the Trustee and the Issuing and Paying Agent evidencing the signatures and offices of officers of each executing the Related Documents and with respect to the Issuing and Paying Agent, authorized to draw on the Letter of Credit, and with respect to such other matters as the Bank may reasonably request, and an opinion of counsel to each of the Issuing and Paying Agent and the Trustee, in form and substance satisfactory to the Bank and its counsel, and addressed to the Bank;

(xvi) A written description of all actions, suits or proceedings pending or threatened against the County or the Corporation in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a material adverse effect on either the County's or the Corporation's ability to perform its obligation under this Agreement or any other Related Document and such other statements, certificates, agreements, documents and information with respect thereto as the Bank may reasonably request; and

(xvii) Such other documents, certificates, opinions, approvals and filings with respect to the Related Documents and this Agreement as the Bank may reasonably request.

(b) All other legal matters pertaining to the execution and delivery of this Agreement, the other Related Documents and the execution and delivery of the first installment of the Notes shall be reasonably satisfactory to the Bank and its counsel.

(c) The Corporation shall have made payment to the Bank of all amounts due on the Date of Issuance under Section 7.6 hereof.

(d) Prior to the Date of Issuance, the Bank shall have received evidence that all amounts due and owing to the Previous Banks set forth in applicable invoices received by the County from the Previous Banks not later than seven days prior to the Date of Issuance, have been paid in full and the Previous Letters of Credit have been terminated.

Section 3.2. Conditions Precedent to Each Credit Event. As a condition precedent to the occurrence of each Credit Event hereunder, including the initial Credit Event, the following conditions shall be satisfied on the date of such Credit Event:

(a) no Event of Default shall have occurred and be continuing; and

(b) the representations and warranties made by the Corporation and the County in Article 4 hereof (other than in Sections 4.1(g) and 4.2(g) hereof) shall be true and correct in all material respects on and as of such date, as if made on and as of such date.

On the occurrence of each Credit Event, the Corporation and the County shall be deemed to have represented and warranted that the foregoing conditions precedent have been satisfied.

Section 3.3. No-Issuance Notice; Final Drawing Notice. The Bank may deliver a notice to the Issuing and Paying Agent in the form of (i) Annex H to the Letter of Credit (a “*Final Drawing Notice*”) or (ii) Annex G to the Letter of Credit (a “*No-Issuance Notice*”) at any time that the Bank shall have determined that (i) the conditions precedent to the occurrence of a Credit Event set forth in Section 3.2 hereof have not been satisfied or (ii) an Event of Default shall have occurred and be continuing. Upon receipt of such notice, the Issuing and Paying Agent shall cease authenticating Notes, as provided in the Issuing and Paying Agent Agreement, unless and until such No-Issuance Notice or Final Drawing Notice is rescinded. Any such notice received after 9:00 A.M., Los Angeles time, on any day on which Notes are being issued, shall be deemed to have been received on the next succeeding day. The Bank shall not incur any liability as a result of the Bank’s giving of any No-Issuance Notice or Final Drawing Notice that, in its good faith judgment, the Bank determines to be in accordance with this Section 3.3. Notwithstanding anything in this Section 3.3 which may be to the contrary, a No-Issuance Notice shall not affect the obligation of the Bank to honor demands for payment under the Letter of Credit with respect to Notes authenticated prior to the receipt by the Issuing and Paying Agent of such No-Issuance Notice, and the Issuing and Paying Agent shall continue to have the right to draw under the Letter of Credit to pay the principal of and accrued interest on maturing Notes authenticated prior to the receipt by the Issuing and Paying Agent of such No-Issuance Notice. A No-Issuance Notice or the Final Drawing Notice may be given by facsimile or electronic mail transmission, confirmed in writing within 24 hours, but the failure to so confirm such No-Issuance Notice or

the Final Drawing Notice in writing shall not render such No-Issuance Notice or the Final Drawing Notice ineffective. The Bank will furnish a copy of any No-Issuance Notice or the Final Drawing Notice to the County, Corporation and the Dealers promptly following delivery thereof to the Issuing and Paying Agent, but the failure to furnish any such copy shall not render ineffective such No-Issuance Notice or the Final Drawing Notice.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1. County Representations and Warranties. The County represents and warrants that, as of the date on which this Agreement is executed:

(a) *Existence.* The County is validly existing as a political subdivision of the State, duly organized and created and validly existing under the Constitution of the State with full right and power to own its properties and to carry on its affairs as now being conducted and to pledge the security and to execute, deliver and perform its obligations under this Agreement and each Related Document to which it is a party.

(b) *Authorization; Contravention.* The execution, delivery and performance by the County of this Agreement and the other Related Documents to which it is a party are within the County's powers, have been duly authorized by all necessary action, require no further consent or action by or in respect of, or filing with, any governmental body, agency, official or other Person and do not violate or contravene, or constitute a default under, any provision of applicable law, charter, ordinance or regulation or of any material agreement, judgment, injunction, order, writ, determination, award, decree or material instrument binding upon the County or by which the County or its properties may be bound or affected, or result in the creation or imposition of any lien or encumbrance on any asset of the County (other than pursuant to such enumerated documents). The County is not a party to, or otherwise subject to, any provision contained in any instrument evidencing indebtedness of the County, any agreement relating thereto, or any other contract or agreement (including its charter) that limits the amount of, or otherwise imposes restrictions on, the incurring of obligations of the County that would materially and adversely affect the ability of the County to perform its obligations hereunder or under any other Related Documents to which it is a party.

(c) *Binding Effect.* Assuming due execution by the other parties thereto, this Agreement and the other Related Documents to which the County is a party each constitutes a valid, binding and enforceable agreement of the County, subject to applicable laws affecting creditors' rights generally and general principles of equity regardless of whether such enforceability is considered in a proceeding at law or in equity.

(d) *No Default.* It is not, in any material respect, in breach of or default under its organizational documents, or any applicable law or administrative regulation of the State or of the United States, relating, in each case, to the transactions contemplated

hereby or by the other Related Documents, or any applicable judgment, decree, loan agreement, note, resolution, ordinance or other material agreement to which it is a party or is otherwise subject. Late delivery of financial statements or other reporting documentation shall not be deemed material for purposes of this Section.

(e) *Litigation.* Except as required to be disclosed in writing to the Bank pursuant to Section 5.1(i) hereof prior to the Date of Issuance, there is no action, suit or proceeding pending in which service of process has been completed on the County, or to the best knowledge of the County after due inquiry, threatened against or affecting, the County before any court or arbitrator or any governmental body, agency or official seeking to restrain or enjoin the issuance, sale, execution or delivery of the Notes or in any way contesting or affecting the validity of the Notes or in which there is a reasonable possibility of an adverse decision which could have a material adverse effect on (i) the ability of the County to perform its obligations hereunder or under the Related Documents to which it is a party or (ii) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(f) *No Sovereign Immunity.* The County does not enjoy any rights of immunity on the grounds of sovereign immunity with respect to its obligations hereunder or under any other Related Document to which it is a party or by which it is bound.

(g) *Incorporation of Representations and Warranties by Reference.* As of the Date of Issuance, the County hereby makes to the Bank the same representations and warranties made by the County as are set forth in the Related Documents (other than this Agreement) to which it is a party, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety. No amendment to such representations and warranties or defined terms made pursuant to the Related Documents (other than this Agreement) to which it is a party shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the consent of the Bank.

(h) *No Proposed Legal Changes.* To the best knowledge of the County after due inquiry, there is no amendment, or no proposed amendment certified for placement on a statewide ballot, to the Constitution of the State of California or any published administrative interpretation of the Constitution of the State of California or any State of California law, or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect (i) the execution and delivery of this Agreement or the other Related Documents to which the County is a party, or (ii) the performance by the County of its obligations under this Agreement or the other Related Documents to which the County is a party.

(i) *Offering Memorandum.* The information contained in the Offering Memorandum under the caption [“COUNTY OF LOS ANGELES,”] as of the Date of

Issuance, and as of the date of each issuance of Notes under the Trust Agreement, does not contain any untrue statement of any material fact.

(j) *Title to Property; Sublease.* The County has good and marketable fee simple title to all of the Components, subject only to Permitted Encumbrances. The Sublease is in full force and effect. The County, as lessee under the Sublease, is in peaceable possession of the Property. No waiver, indulgence or postponement of any of the County's obligations under the Sublease has been granted by the Trustee. There exists no event of default or event, occurrence, condition or act that, with the giving of notice, the lapse of time or the happening of any further event or condition, would become a default under the Sublease.

(k) *Disclosure.* Except as disclosed in writing to the Bank prior to the Date of Issuance, there is no fact known to the County, as of the date this representation is made, that would have a material adverse effect on (i) the ability of the County to perform its obligations hereunder or under the other Related Documents to which it is a party or (ii) the enforceability or validity of any of the Related Documents.

(l) *Financial Information.* The consolidated statement of financial position of the County as of June 30, 2012, as well as each CAFR of the County as of any more recent date, delivered to the Bank pursuant to this Agreement, fairly present the financial condition of the County as at such date and the results of the operations of the County for the period ended on such date, all in accordance with generally accepted accounting principles consistently applied, and since the date of such financial information, there has been no change in the business, financial condition, results of operations, or prospects of the County which would materially and adversely affect the ability of the County to perform its obligations hereunder or under any other Related Documents to which it is a party.

(m) *Legal Matters.* The County is in material compliance with all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction over the County, non-compliance with which would materially and adversely affect the ability of the County to perform its obligations hereunder or under any other Related Documents to which it is a party.

(n) *Environmental Laws.* Except as otherwise disclosed to the Bank prior to the Date of Issuance and to the best knowledge of County after due inquiry, with respect to each of the Components, the County is in material compliance with all applicable Environmental Laws (except to the extent non-compliance would have no material adverse effect on the annual fair market rental value of any such Component) of which compliance includes, but is not limited to, the possession by the County of all material permits and other governmental authorization required under applicable Environmental Laws, and compliance with the terms and conditions thereof. To its knowledge after due inquiry, the County has not received any written communication that alleges that the County is not in such compliance.

(o) *ERISA*. The County does not maintain or contribute to, and has not maintained or contributed to, any Plan that is subject to Title IV of ERISA.

(p) *Regulations U and X*. The County is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System); and no proceeds of the Notes will be used to extend credit to others for the purpose of purchasing or carrying any margin stock, or for any other purpose that would violate Regulation U or X issued by the Board of Governors of the Federal Reserve System.

(q) *No Tax or Fee*. Neither the execution or delivery of this Agreement or the advance of any amounts pursuant to this Agreement will give rise to any tax or fee imposed by any local or state agency or governmental body.

(r) *Usury*. The terms of this Agreement and the Related Documents regarding calculation and payment of interest and fees do not violate any applicable usury laws.

(s) *Solvency*. The County is solvent.

(t) *Essentiality*. The Property is an essential asset of the County necessary to serve the needs of the residents of the County. The County believes that at all times while any Rental Payments or any obligation of the County under the Related Documents remains unpaid, the Property will remain an essential asset of the County.

(u) *Fair Rental Value*. The total Rental Payments for the Property do not exceed the fair rental value of the Property. 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 which will accrue to the County and the general public.

Section 4.2. Corporation Representations and Warranties. The Corporation represents and warrants that, as of the date on which this Agreement is executed:

(a) *Existence*. The Corporation is validly existing as a non-profit public benefit corporation under the laws of the State, including the State Constitution, with full right and power to own its properties and to carry on its affairs as now being conducted and to issue the Notes, to pledge the security and to execute, deliver and perform its obligations under this Agreement and each Related Document to which it is a party.

(b) *Authorization; Contravention*. The execution, delivery and performance by the Corporation of this Agreement, the Revolving Note and the other Related Documents to which it is a party are within the Corporation's powers, have been duly authorized by all necessary action, require no further consent or action by or in respect of, or filing with (except as has previously been made), any governmental body, agency,

official or other Person and do not violate or contravene, or constitute a default under, any provision of applicable law, articles of incorporation, bylaws, ordinance or regulation or of any material agreement, judgment, injunction, order, writ, determination, award, decree or material instrument binding upon the Corporation or by which the Corporation or its properties may be bound or affected, or result in the creation or imposition of any lien or encumbrance on any asset of the Corporation (other than pursuant to such enumerated documents). The Corporation is not a party to, or otherwise subject to, any provision contained in any instrument evidencing indebtedness of the Corporation, any agreement relating thereto, or any other contract or agreement (including its articles of incorporation and bylaws) that limits the amount of, or otherwise imposes restrictions on, the incurring of obligations of the Corporation that would materially and adversely affect the ability of the Corporation to perform its obligations hereunder or under any other Related Documents to which it is a party.

(c) *Binding Effect.* Assuming due execution by the other parties thereto, this Agreement and the other Related Documents to which the Corporation is a party each constitutes a valid, binding and enforceable agreement of the Corporation, subject to applicable laws affecting creditors' rights generally and general principles of equity regardless of whether such enforceability is considered in a proceeding at law or in equity.

(d) *No Default.* It is not, in any material respect, in breach of or default under its articles of incorporation or its bylaws or other similar documents, or any applicable law or administrative regulation of the State or of the United States, relating, in each case, to the issuance of debt securities by it, or any applicable judgment, decree, loan agreement, note, resolution, ordinance or other material agreement to which it is a party or is otherwise subject. Late delivery of financial statements or other reporting documentation shall not be deemed material for purposes of this Section.

(e) *Litigation.* Except as required to be disclosed in writing to the Bank pursuant to Section 5.1(i) hereof prior to the Date of Issuance, there is no action, suit or proceeding pending in which service of process has been completed on the Corporation, or to the best knowledge of the Corporation after due inquiry, threatened against or affecting, the Corporation before any court or arbitrator or any governmental body, agency or official seeking to restrain or enjoin the issuance, sale, execution or delivery of the Notes or in any way contesting or affecting the validity of the Notes or in which there is a reasonable possibility of an adverse decision which could have a material adverse effect on (i) the ability of the Corporation to perform its obligations hereunder or under the Related Documents to which it is a party or (ii) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(f) *No Sovereign Immunity.* The Corporation does not enjoy any rights of immunity on the grounds of sovereign immunity with respect to its obligations hereunder or under any other Related Document to which it is a party or by which it is bound.

(g) *Incorporation of Representations and Warranties by Reference.* As of the Date of Issuance, the Corporation hereby makes to the Bank the same representations and warranties made by the Corporation as are set forth in the Related Documents (other than this Agreement) to which it is a party, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety. No amendment to such representations and warranties or defined terms made pursuant to the Related Documents (other than this Agreement) to which it is a party shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the consent of the Bank.

(h) *No Proposed Legal Changes.* To the best knowledge of the Corporation after due inquiry, there is no amendment, or no proposed amendment certified for placement on a statewide ballot, to the Constitution of the State of California or any published administrative interpretation of the Constitution of the State of California or any State of California law, or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect (i) the execution and delivery of this Agreement or the other Related Documents to which the Corporation is a party, or (ii) the performance by the Corporation of its obligations under this Agreement or the other Related Documents to which the Corporation is a party.

(i) *Offering Memorandum.* The information contained in the Offering Memorandum under the caption [**“LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION,”**] as of the Date of Issuance, and as of the date of each issuance of Notes under the Trust Agreement, does not contain any untrue statement of any material fact.

(j) *Title to Property.* The Corporation has good and marketable leasehold title to all of the Components pursuant to the Site Lease. The Site Lease is in full force and effect. The Corporation, as lessee under the Site Lease, is in peaceable possession of the Property. No waiver, indulgence or postponement of any of the Corporation’s obligations under the Site Lease has been granted by the County. There exists no event of default or event, occurrence, condition or act that, with the giving of notice, the lapse of time or the happening of any further event or condition, would become a default under the Site Lease.

(k) *Disclosure.* Except as disclosed in writing to the Bank prior to the Date of Issuance, there is no fact known to the Corporation that would have a material adverse effect on (i) the ability of the Corporation to perform its obligations hereunder or under the other Related Documents to which it is a party or (ii) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(l) *Usury.* The terms of this Agreement and the Related Documents regarding calculation and payment of interest and fees do not violate any applicable usury laws.

(m) *Legal Matters.* The Corporation is in material compliance with all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction over the Corporation, non-compliance with which would materially and adversely affect the ability of the Corporation to perform its obligations hereunder or under any other Related Documents to which it is a party.

(n) *Pledged Property.* The Trust Agreement creates a valid security interest in the Pledged Property as security for the punctual payment and performance of the obligations of the Corporation under this Agreement and under the Revolving Note.

(o) *Regulations U and X.* The Corporation is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System); and no proceeds of the Notes will be used to extend credit to others for the purpose of purchasing or carrying any margin stock, or for any other purpose that would violate Regulation U or X issued by the Board of Governors of the Federal Reserve System.

(p) *No Tax or Fee.* Neither the execution or delivery of this Agreement or the advance of any amounts pursuant to this Agreement will give rise to any tax or fee imposed by any local or state agency or governmental body.

(q) *ERISA.* The Corporation does not maintain or contribute to, and has not maintained or contributed to, any Plan that is subject to Title IV of ERISA.

(r) *Solvency.* The Corporation is solvent.

ARTICLE V

COVENANTS

Section 5.1. Covenants. The Corporation and the County each agrees that so long as the Letter of Credit remains outstanding or any amount payable hereunder remains unpaid:

(a) *Information.* The County and the Corporation will prepare or cause to be prepared and deliver to the Bank the following:

(i) as promptly as available (and in any event within 270 days following the end of each Fiscal Year of the County), the complete Comprehensive Annual Financial Report (“CAFR”) of the County, certified as to the fairness of presentation and conformity with generally accepted accounting principles by a recognized firm of independent certified public accountants;

(ii) concurrently with the delivery of each CAFR pursuant to (a)(i) above, upon the request of the Bank, a certificate from a County Representative certifying that such County Representative has no knowledge of any event which

constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both, that has occurred and is continuing and a certificate from a the Corporation Representative certifying that such the Corporation Representative has no knowledge of any event which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both, that has occurred and is continuing;

(iii) upon the request of the Bank, within ninety (90) days of proposal or adoption (as the case may be) of the most recently proposed or adopted annual operating budget of the County (as the case may be) with respect to the County's General Fund, evidence that such annual operating budget with respect to the County's General Fund includes therein all Minimum Required Rental Payments and Additional Payments due during such period, if not otherwise paid from capitalized interest funded by proceeds of the Notes; and

(iv) such other information respecting the affairs, conditions and/or operations, financial or otherwise, of the County or the Corporation, as the Bank may from time to time reasonably request.

All factual information hereinafter delivered by the Corporation or the County in writing to the Bank will be, to the knowledge of the authorized person delivering such information after reasonable inquiry, accurate and complete in all material respects on the date as of which such information is certified.

(b) *Amendments to Related Documents.* Without the prior written consent of the Bank, the Corporation and the County will not agree or consent to any amendment, supplement, waiver or modification of any provision of any Related Document to which the Corporation or the County is a party that affects the rights, interests, security or remedies of the Bank hereunder.

[(c) *Incorporation of Covenants by Reference.* The Corporation and the County each agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the Related Documents to which it is a party, which provisions, as well as related defined terms contained herein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety. To the extent that any such incorporated provision permits any Person to waive compliance with or consent to such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to any Person, for purposes of this Agreement, such provision shall be complied with only if it is waived or consented to by the Bank and such document, opinion or other instrument shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Bank.]

(d) *Dealers; Issuing and Paying Agent.* The Corporation and the County will not, without the prior written consent of the Bank (which consent shall not be unreasonably withheld or delayed), appoint or permit the appointment of a successor Dealer or Issuing and Paying Agent. The Corporation and the County shall at all times maintain one or more Dealers and an Issuing and Paying Agent under the Trust Agreement. The Corporation and the County shall cause the Dealers and the Issuing and Paying Agent to market, issue, and deliver, as applicable, Notes up to the Maximum CP Rate. If any Dealer fails to sell the Notes for sixty (60) consecutive days, then the Corporation and the County agree, at the written request of the Bank, to cause the applicable Dealer to be replaced with a Dealer reasonably satisfactory to the Bank. Any dealer agreement with a successor Dealer shall provide that (a) such dealer may resign upon at least 60-days prior written notice to the County, Issuing and Paying Agent and the Bank and (b) such dealer shall use its best efforts to sell the Notes up to the Maximum CP Rate.

(e) *Outstanding Notes Plus All Interest to Accrue Thereon Not to Exceed Stated Amount; No Issuance after Receipt of No-Issuance Notice.* (i) The Corporation will instruct the Issuing and Paying Agent not to authenticate or deliver any Note if, immediately after the authentication and delivery of, and receipt of payment for, such Note, the sum of (1) the face value of all discount Notes and (2) the principal amount of all outstanding non-discount Notes plus all interest to accrue on such non-discount Notes to the maturity date thereof, would exceed the Stated Amount. (ii) The Corporation will not instruct the Issuing and Paying Agent to authenticate or deliver any Note if the Issuance and Paying Agent has received a No-Issuance Notice or Final Drawing Notice, unless and until such No-Issuance Notice or Final Drawing Notice is rescinded.

(f) *Defaults.* The Corporation and the County will promptly (and in any event within ten Business Days after becoming aware thereof) notify the Bank of the occurrence of any Default or Event of Default, specifying the details of such Event of Default and, to the extent a determination has been made, the action that the Corporation proposes to take with respect thereto.

(g) *Books, Records.* The Corporation and the County will permit, during normal business hours and from time to time, upon reasonable prior notice, the Bank or any of its agents or representatives to examine and make copies of and abstracts from the records and books of account of the Corporation and the County, respectively (except records and books of accounts the examination of which by the Bank is prohibited by law), and to discuss the affairs, finances and accounts of the Corporation and the County with any representative or any other appropriate officer of the Corporation and the County or the Corporation's or the County's independent public accountants. Without limiting the foregoing, upon reasonable prior notice the Corporation shall permit the Bank to visit and inspect any of the Property during regular business hours as often as the Bank may reasonably request.

(h) *Other Obligations.* The Corporation and the County will each comply with and observe all other obligations and requirements set forth in the Trust Agreement

and each other Related Document to which it is a party (including without limitation all provisions therein for the benefit of the Bank) in all material respects and in all laws, statutes and regulations binding upon it, noncompliance with which would materially adversely affect the Corporation's or the County's ability to perform its respective obligations under the Notes, this Agreement or any of the other Related Documents.

(i) *Litigation; Material Change.* The Corporation and the County shall promptly notify the Bank of (i) the existence and status of any litigation which individually or in the aggregate could, in the event of an unfavorable outcome, or (ii) the occurrence of any other event or change which could have a material adverse effect on (A) the ability of the Corporation or the County to perform their respective obligations hereunder or under the other Related Documents or (B) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(j) *Repayment of Drawings.* On and after the date of any drawing on the Letter of Credit, the Corporation will use its best efforts to cause the Dealer to sell Notes as soon as practicable and to use the proceeds of the sale of such Notes to repay such drawing.

(k) *Obligations under Related Documents.* The Corporation and the County shall take all actions as may be reasonably requested by the Bank to enforce the obligations under the Related Documents of each of the other parties thereto.

(l) *Replacement of Certain Entities.* The Corporation shall obtain the prior written consent of the Bank to the replacement of the Issuing and Paying Agent or the Dealer, which consent shall not be unreasonably withheld or delayed. The Corporation and the County shall provide the Bank with prior written notice of the replacement of any other entity that is a party to a Related Document.

(m) *Limitation on Voluntary Liens.* The Corporation and the County shall not create a pledge, lien or charge on any part of the Property or the Pledged Property, other than Permitted Encumbrances and other than the lien in favor of holders of the Notes and the Bank; *provided, further,* that in no event shall any pledge, lien or charge on the Property or Pledged Property securing any swap termination or payments provided for pursuant to any Swap Contract be first in priority to the pledge, lien or charge on any part of the Property or the Pledged Property or any other obligation owed the Bank hereunder. The County and the Corporation covenant (i) to keep the Components and all parts thereof free from judgments, and materialmen's and mechanics' liens, claims, demands, encumbrances, liabilities and other liens of whatever nature or character, which, in each case, might hamper the County in utilizing the Components; and (ii) promptly, upon request of the Bank, to take such action from time to time as may be reasonably necessary or proper to remedy or cure any cloud upon or defect in the title to the Components or any part thereof, whether now existing or hereafter developing, to prosecute all actions, suits, or other proceedings as may be reasonably appropriate for such purpose.

(n) *County and the Corporation to Maintain Existence.* The Corporation agrees that it will maintain its existence as a California nonprofit public benefit corporation. The County agrees that it will maintain its existence as a political subdivision under its charter and the laws of the State.

(o) *Further Assurances.* The County and the Corporation will execute, acknowledge where appropriate, and deliver from time to time promptly at the request of the Bank all such instruments and documents as in the opinion of the Bank are reasonably necessary or desirable to carry out the intent and purposes of this Agreement.

(p) *No Impairment.* The County and the Corporation will not take any action, or cause or permit the Trustee or the Issuing and Paying Agent to take any action, under the Trust Agreement, the Sublease or any other Related Document inconsistent with the rights and remedies of the Bank under this Agreement.

(q) *Lease Payments.* The County and the Corporation will not issue or authorize the issuance of any obligation payable from the Rental Payments (as defined in the Sublease) due under the Sublease other than the Notes and the Revolving Note.

(r) *References to the Bank.* Except as may be required by law (including federal and state securities laws), the County and the Corporation will not include any information concerning the Bank (other than identifying the Bank as a party to its contracts with the County and the Corporation) that is not supplied in writing, or otherwise consented to, by the Bank expressly for inclusion therein, in any written or published materials (other than the County's staff reports, annual statements, audited financial statements and rating agency presentations) without the prior written consent of the Bank; provided that, without the prior written consent of the Bank, the County may identify the Bank as the issuer of the Letter of Credit and a party to this Agreement, the Stated Amount of the Letter of Credit, the expiration date of the Letter of Credit and that the Corporation's and the County's obligations under this Agreement and the Fee Letter are secured by Pledged Property, in other disclosure documents of the County, so long as no other information relating to the Agreement, the Fee Letter or the Bank is disclosed in such offering documents without the prior written consent of the Bank.

(s) *Title Insurance.* Title insurance shall be provided and maintained in the manner and in form and substance as set forth in the Sublease; *provided* that notwithstanding anything contained in the Sublease or any other Related Document to the contrary, any policy of title insurance shall be subject only to such exceptions as shall be acceptable to the Bank, with such endorsements and affirmative coverages as may be reasonably required by the Bank pursuant to Section 3.1(a)(xii) hereof, including the CLTA/Bondholder endorsement (Form 112.2) and the Tie-In endorsement, and otherwise in form and substance satisfactory to the Bank and its counsel and issued by an insurance company acceptable to the Bank and its counsel and authorized to issue such insurance in the State.

(t) *Maintenance of Insurance.* Insurance shall be provided and maintained in the manner and in form and substance as set forth in the Sublease.

(u) *Covenants and Legal Duties.* Subject to Section 3.1(g) of the Sublease, the County agrees to include all Minimum Required Rental Payments and Additional Rental due under the Sublease in each Fiscal Year in its annual budget and to make the necessary annual appropriations for all such Minimum Required Rental Payments and Additional Rental, and for all Minimum Supplemental Rental Payments, if any, subject to Section 3.5 of the Sublease. The covenants on the part of the County herein contained and in the Sublease 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 such covenants and agreements.

(v) *Use of Proceeds.* The Corporation shall cause the Issuing and Paying Agent to use the proceeds of drawings made under the Letter of Credit to be expended solely to pay the principal of and interest on maturing Notes.

(w) *Ratings.* (i) The County shall give written notice to the Bank as soon as practicable of the decrease, withdrawal or suspension of any rating maintained by the County at Moody's, Fitch or S&P in respect of its unenhanced Lease Obligation Debt; and (ii) the County shall cause to be maintained at least one long-term unenhanced rating on its Lease Obligation Debt by Moody's or S&P.

(x) *Voluntary Rent Abatement.* Except as required by law and the terms of the Sublease, the County shall not seek or assert a claim for abatement of rental payments under the Sublease.

(y) *Additional Rights.* In the event that the County shall enter into or otherwise consent to (A) any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, bond purchase agreement or other agreement or instrument (or any amendment, supplement or other modification thereof) under which, directly or indirectly, any Person or Persons undertake(s) (each a "Provider") to make or provide funds to make payment of, or to purchase or provide credit or liquidity enhancement for or with respect to any Debt secured by, payable from or relating to the Sublease, Pledged Property or Rental Payments (each a "Bank Agreement"), which Bank Agreement (i) contains covenants that are more restrictive on the part of the County or the Corporation than those contained in this Agreement, (ii) contains events of default and/or remedies that are more favorable to the Provider under such Bank Agreement than those contained in this Agreement and/or (iii) provides that any outstanding principal, advance, loan or drawing thereunder may or shall be amortized over a period shorter than the Amortization Period set forth in Section 2.6(b) hereof (collectively, the "Additional Rights"), or (B) any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, bond purchase agreement or other agreement or instrument (or any

amendment, supplement or other modification thereof) under which, directly or indirectly, any Provider undertakes to make or provide funds to make payment of, or to purchase or provide credit or liquidity enhancement for or with respect to any Debt of the County (each a “*County Agreement*”) which provides that any dispute arising under or relating to such County Agreement shall be subject to judicial reference pursuant to California Code of Civil Procedure Section 638 (or any successor provision thereof) (each a “*Judicial Reference Provision*”), such Additional Rights and/or Judicial Reference Provision, as applicable, shall automatically be deemed to be incorporated into this Agreement and the Bank shall have the benefits of such Additional Rights and/or Judicial Reference Provision, as applicable. Upon entering into or consenting to any Bank Agreement or County Agreement, the County and the Corporation shall promptly enter into an amendment to this Agreement to include such Additional Rights and/or Judicial Reference Provision, as applicable, *provided* that the Bank shall maintain the benefit of such Additional Rights and/or Judicial Reference Provision, as applicable, even if the County and/or the Corporation fails to provide such amendment. If the County shall amend any such Bank Agreement or County Agreement such that it no longer provides for such Additional Rights (except for waivers of such Additional Rights), then, without the consent of the Bank, this Agreement shall automatically no longer contain the Additional Rights thereunder and the Bank shall no longer have the benefits of any such Additional Rights.

(z) *Immunity.* To the fullest extent permitted by law, each of the Corporation and the County agrees not to assert the defense of immunity (on the grounds of sovereignty or otherwise) in any proceeding by the Bank to enforce any of the obligations of the Corporation or the County under this Agreement or any other Related Document.

(aa) *ERISA.* The Corporation will comply in all material respects with Title IV of ERISA, if, when and to the extent applicable.

(bb) *Alternate Letter of Credit.* (i) The Corporation and the County agree to use their best efforts to obtain an Alternate Credit Facility for the Letter of Credit or refinance or refund the Notes in the event that (x) the Bank decides not to extend the Letter of Credit Expiration Date (such replacement to occur on the then current Letter of Credit Expiration Date) or (y) the Letter of Credit shall otherwise terminate in accordance with its terms.

(ii) The Corporation and the County shall not permit an Alternate Credit Facility to become effective with respect to less than all of the Notes without the prior written consent of the Bank.

(cc) *Successor Providers.* The Corporation and the County agree that any future Bank Agreement will require, as a condition to the effectiveness of such Bank Agreement, that the Provider(s) under such Bank Agreement are party to the Interbank Agreement (by executing a joinder or similar agreement acceptable to the other parties to the Interbank Agreement) in a manner and substance acceptable to the other parties to the Interbank Agreement at such time.

(dd) *CUSIP*. Upon request of the Bank, the Corporation shall, at its own expense, take all steps necessary to (i) obtain (within two Business Days of such request) a CUSIP number from Standard & Poor's CUSIP Service for the Revolving Note and (ii) obtain (within thirty (30) days of such request) an Investment Grade rating for the Revolving Note and its CUSIP from at least one Rating Agency.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.1. Events of Default. The occurrence of any of the following events shall be an "Event of Default" hereunder:

(a) The Corporation or the County shall fail to pay (i) any Reimbursement Obligation or interest thereon as and when due hereunder, subject to the proviso in Section 2.6(c) hereof, or (ii) any other Obligation as and when due hereunder or under the Fee Letter and the continuation of such failure for a period of 30 days after written notice thereof;

(b) The Corporation or the County shall default in the performance of any of the covenants set forth in Section 5.1(b), (d), (h), (m), (n), (q), (s), (t), (u), (v), (w)(ii) or (z) hereof;

(c) The Corporation or the County shall default in the performance of any other material term, covenant or agreement set forth herein or in the Fee Letter and such failure shall continue for a period of 30 days after written notice thereof shall have been given to the Corporation or the County, as applicable, by the Bank;

(d) Any representation, warranty, certification or material statement made by the Corporation or the County (or incorporated by reference) in this Agreement or by the Corporation or the County in any other Related Document or in any certificate, financial statement or other document delivered pursuant to this Agreement or any other Related Document shall prove to have been incorrect in any material respect when made;

(e) The County shall (A) fail to make any payment on any Material County Debt (other than the Notes) or any interest or premium thereon when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the later of (1) three calendar days following the due date for such payment or (2) the applicable grace period, if any, specified in the agreement or instrument relating to such Material County Debt; or (B) fail to perform or observe any material term, covenant or condition on its part to be performed or observed under any agreement or instrument relating to any Material County Debt when required to be performed or observed, and such failure shall not be waived and shall continue after the applicable grace period, if any, specified in such agreement or instrument, but only if such failure shall have resulted in the acceleration of the maturity of such Material County Debt; or (C) any Material County Debt shall be declared to be due and payable or

be required to be prepaid (other than by a regularly scheduled required prepayment or an optional prepayment), prior to the stated maturity thereof; *provided, however*, that in the case of clause (A) or (B) any such failure shall not be considered an Event of Default hereunder if the same is being contested in good faith and by appropriate proceedings and such contest shall operate to stay the acceleration of the maturity of such Material County Debt;

(f) The Corporation or the County shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of its or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall declare a moratorium, or shall take any action to authorize any of the foregoing;

(g) A case or other proceeding shall be commenced against the Corporation or the County seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against the Corporation or the County under the federal bankruptcy laws as now or hereafter in effect, or any writ, judgment, warrant of attachment, execution or similar process shall be issued or levied against a substantial part of the property, assets or business of the Corporation or the County, and such proceedings or petition shall not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process shall not be stayed, released, appealed, vacated or fully bonded, within the time permitted by law after commencement, filing or levy, as the case may be;

(h) Any material provision of this Agreement, the Fee Letter or any other Related Document shall cease for any reason whatsoever to be a valid and binding agreement of the Corporation or the County, or the Corporation or the County shall contest the validity or enforceability thereof;

(i) Any pledge or security interest created hereunder or under the Trust Agreement to secure any amounts due under this Agreement or the Fee Letter shall fail to be valid or fully enforceable;

(j) An event of default shall occur under any of the Related Documents (other than this Agreement) or the County shall fail to make any payment under the Sublease when and as due;

(k) The long-term unenhanced rating by Moody's, Fitch or S&P on any Lease Obligation Debt of the County shall be withdrawn, suspended or otherwise unavailable

for credit related reasons or reduced below “Baa3” (or its equivalent), “BBB-” (or its equivalent) or “BBB-” (or its equivalent), respectively;

(l) One or more final, nonappealable judgments or orders for the payment of money in the aggregate amount of \$50,000,000 or more shall be rendered against the County and such judgment or order shall continue unsatisfied and unstayed for a period of ninety (90) days; or

(m) Any “*Event of Default*” as defined in any of the Other Bank Agreements shall have occurred.

Section 6.2. Upon an Event of Default. If any Event of Default shall have occurred and be continuing, the Bank may, by notice to the Corporation and the Issuing and Paying Agent, (i) issue a No-Issuance Notice, (ii) issue the Final Drawing Notice (the effect of which shall be to cause the Termination Date of the Letter of Credit to occur on the 15th day after the date of receipt thereof by the Issuing and Paying Agent), (iii) declare the Revolving Note, in whole or in part, and all or some Principal Advances and Term Loans, as well as any other Obligation, and all interest thereon to be a Default Advance hereunder due and payable in the manner set forth in and subject to Section 2.6 hereof, or (iv) take any other action permitted by equity or law. Notwithstanding anything to the contrary contained in the preceding sentence, upon the occurrence or existence of an Event of Default of the type described in Section 6.1(f) or (g), the remedies described in the foregoing clause (iii) shall occur immediately and automatically without notice or further action on the part of the Bank or any other person and the remedy described in the foregoing clauses (i) and (ii) shall occur by the giving of notice only to the Issuing and Paying Agent. Anything in Article 2 hereof the contrary notwithstanding, from and after the occurrence an Event of Default, all Reimbursement Obligations shall bear interest at the Default Rate. Upon any action by the Bank as contemplated in the foregoing clauses (i) and (ii), the Stated Amount shall be permanently reduced upon, and by the amount of, each Drawing under the Letter of Credit following the occurrence of an Event of Default. Notwithstanding the foregoing, the occurrence of an Event of Default shall not affect the Bank’s obligation under the Letter of Credit with respect to Notes that are outstanding at the time of the occurrence of such Event of Default, and the Issuing and Paying Agent shall continue to have the right to draw under the Letter of Credit to pay the principal of and accrued interest on maturing Notes that are outstanding at the time of the occurrence of such Event of Default.

Nothing contained in Section 6.2 shall result in, or be construed to require, an acceleration of Base Rental under the Sublease and nothing contained in this Section 6.2 is intended to abrogate abatement of Base Rental made in accordance with the terms of the Sublease. Nothing contain in Section 6.2 shall abrogate the obligation of the Bank to honor properly presented and conforming Drawings under the Letter of Credit prior to the termination of the Letter of Credit in accordance with its terms.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Amendments and Waivers. No amendment, change, discharge or waiver of any provision of this Agreement or the Fee Letter, nor consent to any departure by the Corporation or the County therefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Corporation or the County in any case shall entitle the Corporation or the County, as the case may be, to any other or further notice or demand in the same, similar or other circumstances.

Section 7.2. Notices. All notices and other communications provided for hereunder shall be in writing (including facsimiles) and mailed or faxed or delivered:

If to the Corporation: Los Angeles County Capital Asset Leasing Corporation
500 West Temple Street, Room 432
Los Angeles, California 90012
Attention: Treasurer and Tax Collector
Facsimile: (213) 625-2249
Telephone: (213) 974-7175

if to the County: County of Los Angeles, California
500 West Temple Street, Room 432
Los Angeles, California 90012
Attention: Treasurer and Tax Collector
Facsimile: (213) 625-2249
Telephone: (213) 974-7175

if to the Bank: Wells Fargo Bank, National Association
707 Wilshire Boulevard, 11th Floor
Los Angeles, California 90047
Attention: Corrie Bowman
Telephone: (213) 614-4911
Facsimile: (213) 614-3555

if to the Issuing
and Paying Agent: Deutsche Bank National Trust Company
1761 E. Saint Andrew Place
Santa Ana, California 92705
Attention: Trust and Securities Services
(Municipal Group)
Telephone: []
Facsimile: []

if to the Trustee:

Deutsche Bank National Trust Company
1761 E. Saint Andrew Place
Santa Ana, California 92705
Attention: Trust and Securities Services (Municipal
Group)
Telephone: [_____]]
Facsimile: [_____]]

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and communications shall, when mailed or faxed, be effective when deposited in the mails or faxed, respectively, addressed as aforesaid, except that notice to the Bank pursuant to the provisions of Article II shall not be effective until received by the Bank.

Section 7.3. No Waiver; Remedies. No failure on the part of the Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. No notice to or demand on the Corporation or the County in any case shall entitle the Corporation or the County to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the Bank to any other or further action in any circumstances without notice or demand. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 7.4. Indemnification. (a) In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, the Corporation and the County each hereby agrees (to the fullest extent permitted by law) to indemnify and hold harmless the Bank and its officers, directors, employees and agents (the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, costs or expenses which such Indemnified Parties may incur (including, without limitation, reasonable attorneys fees) or which may be claimed against such Indemnified Parties by any person or entity whosoever by reason of or in connection with (i) the offering, sale, remarketing or resale of the Notes (including, without limitation, by reason of any untrue statement or alleged untrue statement of any material fact contained or incorporated by reference in the Related Documents or in any supplement or amendment to the Offering Memorandum or any similar disclosure document (other than in connection with a description of the Bank which has been provided by the Bank expressly for use in the Offering Memorandum), or the omission or alleged omission to state therein a material fact necessary to make such statements, in the light of the circumstances in which they are or were made, not misleading (other than in connection with a description of the Bank which has been provided by the Bank expressly for use in the Offering Memorandum); (ii) the validity, sufficiency, enforceability or genuineness of any Related Document; (iii) the issuance of the Letter of Credit or the use of any proceeds of the Letter of Credit; (iv) the execution, delivery and performance of this Agreement or any other Related Document, or the making or the failure to honor a properly presented and conforming drawing under the Letter of Credit; or (v) any Property; *provided, however,* neither the Corporation nor the County, shall be required to indemnify an Indemnified Party pursuant to this Section 7.4(a) for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the

willful misconduct or gross negligence of the Bank. Nothing under this Section 7.4 is intended to limit the Corporation's or the County's payment of the Obligations.

(b) To the extent not prohibited by applicable law, the Corporation and the County agree to indemnify and hold the Bank harmless (on a net after-tax basis) from any present or future claim or liability for stamp, transfer, documentary, excise or other similar tax and any penalties or interest with respect thereto, which may be assessed, levied or collected by any jurisdiction in connection with the execution, delivery and performance of, or any payment made under, this Agreement, the Notes and the other Related Documents, or any amendment thereto.

(c) The obligations of the Corporation and the County under this Section 7.4 shall survive the payment of the Obligations and the termination of this Agreement.

Section 7.5. Liability of the Bank. Neither the Bank nor any of its officers, directors, employees or agents shall be liable or responsible for (i) the use which may be made of the proceeds of any Notes or any drawings under the Letter of Credit, (ii) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon (other than the validity as against the Bank of any agreement to which the Bank is a party), even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged, (iii) the lack of validity or enforceability of this Agreement, the Notes, any other Related Document or any other agreement or instrument relating thereto (other than the validity or enforceability as against the Bank of any agreement to which the Bank is a party), (iv) payment by the Bank against presentation of documents that do not comply strictly with the terms of the Letter of Credit, including failure of any documents to bear any reference or adequate reference to the Letter of Credit, (v) errors, omissions, interruptions or delays in transmission or delivery of any messages, by telex, mail, cable, telegraph, facsimile or otherwise, whether or not they have been in cipher, including any drawings under the Letter of Credit, (vi) errors in interpretation of technical terms, (vii) any consequences arising from causes beyond the control of the Bank, including, without limitation, any acts of governmental entities, or (viii) any other circumstances whatsoever in making or failing to make payment under the Letter of Credit; *provided*, that the Corporation and the County shall have claims against the Bank, and the Bank shall be liable to the Corporation and the County to the extent of any direct, as opposed to consequential, special, punitive, exemplary or indirect damages suffered by the Corporation or the County which the Corporation and the County prove were caused by the Bank's willful misconduct or gross negligence. In furtherance and not in limitation of the foregoing, the Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information (other than actual knowledge to the contrary) to the contrary.

Section 7.6. Expenses; Documentary Taxes. The Corporation shall pay or cause to be paid (a) fees and document production costs and disbursements of Chapman and Cutler LLP, special counsel for the Bank, in connection with the preparation of this Agreement, the Fee Letter and the Letter of Credit, (b) all reasonable out-of-pocket travel and other expenses incurred by the Bank in connection with this Agreement and the Letter of Credit, (c) all reasonable out-of-pocket expenses of the Bank, including fees and disbursements of counsel, in connection with any waiver or consent hereunder or any amendment hereof or any Default or alleged Default hereunder, and (d) all reasonable out-of-pocket expenses incurred by the Bank,

including fees and disbursements of counsel, in connection with any Event of Default or any investigation or enforcement proceedings with respect to this Agreement or any Related Document. The Corporation shall reimburse the Bank for any transfer taxes, documentary taxes, assessments or charges made by any governmental authority by reason of the execution a delivery of this Agreement or any Related Document or the acquisition or disposition by the Bank of the Revolving Note pursuant to this Agreement.

Section 7.7. Binding Effect. (a) This Agreement shall become effective when it shall have been executed by the Corporation, the County and the Bank and thereafter shall be binding upon and inure to the benefit of the Corporation, the County and the Bank and their respective successors and assigns, except that the Corporation and the County shall not have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of the Bank.

(b) The Bank shall have the right at any time to sell, assign, grant or transfer participations in all or part of the Letter of Credit and the obligations of the Corporation and the County hereunder and under the other Related Documents to any Participant Bank without the consent of the Corporation or the County, *provided* that no such action by the Bank shall relieve the Bank of its obligations under the Letter of Credit. The Bank may disclose to any Participant Bank or prospective Participant Bank any information or other data or material in the Bank's possession relating to this Agreement, any other Related Document, the Corporation, the County and the Property, without the consent of the Corporation or the County, *provided* that if required by the Corporation or the County, the Participant Bank or prospective Participant Bank shall certify to the Corporation and/or the County, as the case may be, that the information provided by the Bank is being used solely to assist the Participant Bank or prospective Participant Bank in evaluating its position as a Participant Bank in the Letter of Credit. No Participant Bank shall be entitled to receive any greater payment under Section 2.8 hereof than the Bank would have been entitled to receive with respect to the rights and obligations hereunder transferred. Notwithstanding any participation granted by the Bank pursuant hereto, the Corporation and the County shall continue to deal solely and exclusively with the Bank in connection with the respective rights and obligations of the Corporation, the County and the Bank hereunder and under the other Related Documents, the grant of such participation interest shall not limit the obligations of the Bank hereunder and the Bank will continue to serve as the only contact for the Corporation and the County for all matters relating to this Agreement.

Section 7.8. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 7.9. Approvals. The Bank hereby approves with respect to the Notes, Deutsche Bank National Trust Company as Issuing and Paying Agent, and [REDACTED] as Dealers.

Section 7.10. Governing Law and Jurisdiction. (a) This Agreement shall be governed by, and construed in accordance with, the internal laws of the State.

(b) Each of the parties hereto hereby submits to the exclusive jurisdiction of any federal or state court of competent jurisdiction in the State for the purpose of any suit, action or other proceeding arising out of or relating to this Agreement or any other Related Document; service of process may be accomplished by registered mail, return receipt requested to each of the parties at the address listed for notice in Section 7.2 hereof.

(c) To the extent permitted by law, each of the Corporation, the County and the Bank irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to legal claims based on the Corporation's, the County's or the Bank's performance of its obligations under this Agreement or any other Related Document.

(d) The waivers made pursuant to this Section 7.10 shall be irrevocable and unmodifiable, whether in writing or orally, and shall be applicable to any subsequent amendments, renewals, supplements or modifications of this Agreement.

Section 7.11. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 7.12. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 7.13. Integration. This Agreement is intended to be the final agreement between the parties hereto relating to the subject matter hereof and this Agreement and any agreement, document or instrument attached hereto or referred to herein shall supersede all oral negotiations and prior writings with respect to the subject matter hereof.

Section 7.14. OFAC. Each of the Corporation and the County hereby represents and warrants and covenants and agrees (1) that it is not and shall not be listed on the Specially Designated Nationals and Blocked Person List or (to the extent that the Bank has notified the Authority thereof) other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, that prohibits or limits the Bank from making any advance or extension of credit to the Corporation or the County or from otherwise conducting business with the Corporation or the County and (2) to ensure that the proceeds of the Loans shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Each of the Corporation and the County further agrees to provide documentary and other evidence of the Corporation's and the County's identity as may be reasonably requested by the Bank at any time to enable the Bank to verify the Corporation's and the County's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Credit and Reimbursement Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION

By: _____
Authorized Representative

COUNTY OF LOS ANGELES, CALIFORNIA

By: _____
Treasurer and Tax Collector

(SEAL)

ATTEST:

By: _____
Assistant Secretary
Los Angeles County Capital Asset
Leasing Corporation

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

EXHIBIT A
[FORM OF LETTER OF CREDIT]

EXHIBIT B

**[FORM OF REVOLVING NOTE]
REVOLVING NOTE**

\$_____

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION (the "*Corporation*"), for value received, hereby promises to pay to WELLS FARGO BANK, NATIONAL ASSOCIATION (the "*Bank*"), or registered assigns, under the Reimbursement Agreement hereinafter referred to, at the principal office of the Bank in _____, _____, the sum of \$_____ or, if less, the aggregate principal amount of all drawings paid by the Bank under the Letter of Credit and all Advances and Term Loans made by the Bank pursuant to the Reimbursement Agreement, together with accrued and unpaid interest thereon.

The unpaid principal amount hereof from time to time outstanding shall bear interest at the rate or rates and be payable as provided in and calculated in the manner set forth in the Reimbursement Agreement.

Payments of both principal and interest are to be made in lawful money of the United States of America.

Annexed hereto and made a part hereof is a grid (the "*Grid*") on which shall be shown all drawings paid by the Bank and all Advances and Term Loans outstanding from time to time under the Reimbursement Agreement and the amounts of principal and interest payable and paid from time to time under the Reimbursement Agreement. The Corporation hereby appoints the Bank as its agent to endorse the principal amounts owing to the Bank and the maturity schedule therefor pursuant to Section 2.5 and 2.6 of the Reimbursement Agreement respecting outstanding Advances and Term Loans with interest until payment in full pursuant to the terms of this Note, and the date and the amount of each such drawing, Advance or Term Loan or principal or interest repayment made hereunder. In any legal action or proceeding in respect of this Note, the entries made in such accounts shall be prima facie evidence of the existence and the amounts of the obligations of the Corporation recorded therein.

This Note evidences indebtedness incurred under, and is subject to the terms and provisions of, a Letter of Credit and Reimbursement Agreement dated as of April 1, 2013 (as the same may at any time be amended or modified and in effect, the "*Reimbursement Agreement*"), among the Corporation, the County of Los Angeles California and the Bank, to which reference is hereby made for a statement of said terms and provisions, including those under which this Note may be paid or become due prior to its due date.

Notwithstanding the foregoing, the obligations of the Corporation under this Note are a special obligation of the Corporation payable solely from the Pledged Property. To the extent the County pays any obligation of the Corporation under this Note, such payment shall be deemed to be payment by the Corporation of such obligation.

The Corporation hereby agrees to pay or cause to be paid all expenses, including reasonable attorneys' fees and legal expenses, incurred by the holder of this Note in endeavoring to collect any amounts payable hereunder which are not paid when due.

This Note is made under the laws of the State of California, and for all purposes shall be governed by and construed in accordance with the laws of said State, without regard to principles of conflicts of law. Capitalized terms not otherwise defined herein have the meaning set forth in the Reimbursement Agreement.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Reimbursement Agreement precedent to and in the issuance of this Note, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Note have been duly authorized by resolution of the Corporation duly adopted.

The Corporation hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all other notices and demands whatsoever.

IN WITNESS WHEREOF, the LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION has caused this Note to be duly executed in its name by the manual or facsimile signature of an Authorized Representative as of April __, 2013.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Authorized Representative

REVOLVING NOTE GRID

**DRAWINGS, ADVANCES AND TERM LOANS
AND PAYMENTS OF PRINCIPAL AND INTEREST**

Date	Drawing, Advance or Term Loan	Amount of Drawing, Advance or Term Loan	Principal Amount of Advances or Term Loans Repaid	Amount of Interest on Advances or Term Loans Repaid	Aggregate Advance Balance	Notation Made By

Note: Additional pages of this Revolving Note and Revolving Note Grid may be attached to the Revolving Note as may be necessary to record certain information regarding each drawing, Advance or Term Loan.

EXHIBIT C

[FORM OF REQUEST FOR EXTENSION OF LETTER OF CREDIT EXPIRATION DATE]

REQUEST FOR EXTENSION OF LETTER OF CREDIT EXPIRATION DATE

The undersigned, duly authorized signatories of the undersigned Los Angeles County Capital Asset Leasing Corporation (“*Corporation*”) and the County of Los Angeles (the “*County*”), hereby certify to Wells Fargo Bank, National Association (the “*Bank*”), with reference to Irrevocable Letter of Credit No. [_____] (the “*Letter of Credit*,” the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Issuing and Paying Agent, as follows:

1. Pursuant to Section 2.11(a) of the Letter of Credit and Reimbursement Agreement dated as of April 1, 2013 (the “*Reimbursement Agreement*,” to which reference is made for the definition of capitalized terms not otherwise defined herein), among the Corporation, the County and the Bank, the Corporation and the County hereby request an extension of the Letter of Credit Expiration Date to _____.

2. All representations and warranties contained in Article IV of the Reimbursement Agreement (other than in Section 4.1(g) and 4.2(g) thereof) are true and correct and will be true and correct as of the date of this Certificate as if made on and as of the date hereof and no Event of Default has occurred and is continuing and no event has occurred and is continuing which is or with the passage of time or giving of notice or both would be an Event of Default on and as of the date hereof or will occur as a result of the extension of the Letter of Credit Expiration Date of the Letter of Credit.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Certificate as of the _____ day of _____, _____.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Authorized Representative

COUNTY OF LOS ANGELES

By: _____
Treasurer and Tax Collector

EXHIBIT D

[FORM OF REQUEST FOR REDUCTION IN STATED AMOUNT]

REQUEST FOR REDUCTION IN STATED AMOUNT

The undersigned, duly authorized signatories of the undersigned Los Angeles County Capital Asset Leasing Corporation (“*Corporation*”) and the County of Los Angeles (the “*County*”), hereby certify to Wells Fargo Bank, National Association (the “*Bank*”), with reference to Irrevocable Letter of Credit No. [_____] (the “*Letter of Credit*,” the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Issuing and Paying Agent, as follows:

1. Pursuant to Section 2.11(b) of the Letter of Credit and Reimbursement Agreement dated as of April 1, 2013 (the “*Reimbursement Agreement*,” to which reference is made for the definition of capitalized terms not otherwise defined herein), among the Corporation, the County and the Bank, the Corporation and the County hereby elect to reduce the Stated Amount of the Letter of Credit in the amount of \$_____, effective as of _____ (the “*Reduction Date*”).

2. The Reduction Date for which such reduction is requested is _____, which is at least one (1) Business Day and not more than five (5) days after the date the Bank receives this Request for Reduction in Stated Amount.

3. The new Stated Amount of the Letter of Credit will be \$_____. As of the Reduction Date and upon such reduction, the Stated Amount will not be less than the sum of (i) the face value of all discount Notes and (ii) the principal amount of all outstanding non-discount Notes plus all interest to accrue on such non-discount Notes to the maturity date thereof.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Certificate as of the _____ day of _____, _____.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Authorized Representative

COUNTY OF LOS ANGELES

By: _____
Treasurer and Tax Collector

**FEE LETTER AGREEMENT
DATED AS OF APRIL __, 2013**

Reference is hereby made to that (i) certain Letter of Credit and Reimbursement Agreement dated as of April 1, 2013 (the “*Agreement*”), among the Los Angeles County Capital Asset Leasing Corporation (the “*Corporation*”), the County of Los Angeles, California (the “*County*”) and Wells Fargo Bank, National Association (the “*Bank*”), relating to the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes, [Series __] (the “*Notes*”), and (ii) that certain Irrevocable Letter of Credit dated the date hereof, issued by the Bank pursuant to the Agreement, supporting the Notes (the “*Letter of Credit*”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The purpose of this Fee Letter Agreement is to confirm the agreement among the Bank, the Corporation and the County with respect to certain fees and expenses payable by the Corporation to the Bank. This Fee Letter Agreement is the Fee Letter referenced in the Agreement, and the terms hereof are incorporated by reference into the Agreement.

ARTICLE I. FEES.

Section 1.1. Letter of Credit Fees. The Corporation agrees to pay or cause to be paid to the Bank, on July 1, 2013, for the period commencing on the Date of Issuance and ending on June 30, 2013, and in arrears on the first Business Day of each October, January, April and July occurring thereafter to the Termination Date, and on the Termination Date, a non-refundable facility fee (the “*Letter of Credit Fee*”), for each quarterly fee period, commencing on the first calendar day of such quarterly fee period and ending on the last calendar day of such quarterly fee period, in an amount equal to the product of the rate per annum corresponding to the Level specified below associated with the applicable Rating (as defined below) as specified below (the “*Letter of Credit Fee Rate*”) multiplied by the average daily Stated Amount of the Letter of Credit (without regard to any temporary reductions thereof) during each related quarterly fee period:

LEVEL	MOODY'S RATING	S&P RATING	FITCH RATING	LETTER OF CREDIT FEE RATE
Level 1	A1 or above	A+ or above	A+ or above	0.60%
Level 2	A2	A	A	0.675%
Level 3	A3	A-	A-	0.825%
Level 4	Baa1	BBB+	BBB+	1.075%
Level 5	Baa2	BBB	BBB	1.575%
Level 6	Baa3	BBB-	BBB-	2.075%

The term “*Rating*” as used above shall mean the lowest long-term unenhanced debt ratings assigned by any of S&P, Fitch or Moody’s to any Lease Obligation Debt of the County and (i) if Ratings are assigned by all three Rating Agencies, and two of such Ratings are equivalent, the Letter of Credit Fee Rate shall be based upon the Level in which the two equivalent Ratings appear; (ii) if Ratings are assigned by all three Ratings Agencies and no two such Ratings are equivalent, the Letter of Credit Fee Rate shall be based upon the Level in which the middle Rating appears; and (iii) if Ratings are assigned by only two Rating Agencies and such Ratings are not equivalent, the Letter of Credit Fee Rate shall be based upon the Level in which the lower Rating appears. If a Rating is withdrawn, suspended or otherwise unavailable for any reason from any of S&P, Fitch or Moody’s or upon the occurrence and during the continuation of an Event of Default, in any such case, the Letter of Credit Fee shall immediately and without notice increase by an additional 1.00% per annum from the Letter of Credit Fee Rate otherwise in effect. Any change in the Letter of Credit Fee Rate resulting from a reduction, withdrawal, suspension or unavailability of a Rating shall be and become effective as of and on the date of the announcement of the reduction, withdrawal, suspension or unavailability of such Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system or the adoption of a “global” rating scale by any such Rating Agency, the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system or, in the event of the adoption of a “global” rating scale by any Rating Agency, the recalibrated or realigned rating category under such “global” rating scale, which most closely approximates the applicable rating category as currently in effect. The Corporation and County acknowledge that as of the Date of Issuance the Letter of Credit Fee Rate is that specified above for Level 1. The Letter of Credit Fees shall be payable quarterly in arrears in immediately available funds and computed on the basis of a 360-day year and the actual number of days elapsed together with interest on the Letter of Credit Fee from the date payment is due until payment in full at the Default Rate.

Section 1.2. Draw Fee. The Corporation agrees to pay to the Bank in connection with Drawings under the Letter of Credit, a non-refundable annual fee in the amount of \$1,500, payable in advance on the Date of Issuance and on each anniversary of the Date of Issuance occurring thereafter.

Section 1.3. Amendment, Transfer, Waiver Fees and Other Fees and Expenses. Upon each transfer of the Letter of Credit in accordance with its terms or the appointment of a successor Issuing and Paying Agent under the Issuing and Paying Agent Agreement, the Corporation agrees to pay the Bank a non-refundable transfer fee in an amount equal to \$2,500, and to reimburse the Bank for its actual costs and expenses associated with such transfer or appointment (including, without limitation, the reasonable fees and expenses of counsel to the Bank), payable on the date of such transfer or appointment.

The Corporation agrees to pay to the Bank on the date of each amendment, modification, supplement or waiver of the Agreement, this Fee Letter Agreement, the Revolving Note or the Letter of Credit or any amendment, modification, supplement or waiver to any Related Document which requires the consent of the Bank, a non-refundable amendment, modification,

supplement or consent fee, as applicable, in an amount equal to \$2,500, plus the reasonable fees of any legal counsel retained by the Bank in connection therewith.

Section 1.4. Termination Fee. (a) Notwithstanding any other provision of the Agreement or this Fee Letter Agreement to the contrary, the Corporation agrees not to terminate or replace the Agreement or the Letter of Credit prior to the Letter of Credit Expiration Date, except upon (i) the payment by the Corporation to the Bank of the Termination Fee, as described below, (ii) the payment by the Corporation to the Bank of all Obligations payable under the Agreement and this Fee Letter Agreement and (iii) the Corporation providing the Bank with thirty (30) days prior written notice of its intent to terminate or replace the Agreement and the Letter of Credit; *provided*, that any such termination of the Agreement or the Letter of Credit shall be in compliance with the terms and conditions of the Trust Agreement and the Agreement; *provided, further*, that no Termination Fee shall become payable if the Letter of Credit is terminated or replaced as a result of [(i) a withdrawal, suspension or reduction of the Bank's senior unsecured short-term ratings below "P-1", "F1" or "A-1", respectively, by any two of Moody's, Fitch or S&P; (ii) the Bank having imposed increased costs upon the Corporation and the County pursuant to Section 2.8 of the Agreement or (iii) a refunding or refinancing of the Notes in full that does not require or involve credit enhancement, a liquidity facility or bank direct purchase from a bank, financial institution or other third party].

The Corporation agrees that all payments to the Bank referred to in the preceding paragraph shall be made in immediately available funds.

(b) The Corporation hereby agrees to pay to the Bank a Termination Fee in connection with the termination or replacement of the Letter of Credit by the Corporation as set forth in Section 1.4(a) hereof in an amount equal to the product of (A) the Letter of Credit Fee Rate in effect pursuant to Section 1.1 hereof on the date of termination, (B) the Original Stated Amount, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such termination to and including the second (2nd) anniversary of the Date of Issuance and the denominator of which is 360 (the "*Termination Fee*"), payable on the date the Letter of Credit is terminated or replaced; *provided, however*, that no Termination Fee shall be due with respect to a termination or replacement of the Letter of Credit by the Corporation less than ten days prior to the Letter of Credit Expiration Date.

ARTICLE II. MISCELLANEOUS.

Section 2.1. Expenses. The Corporation shall promptly pay on the Date of Issuance, all of the Bank's out-of-pocket expenses and the reasonable fees and expenses of counsel for the Bank in an amount not to exceed \$40,000, plus disbursements, in connection with the execution and delivery of the Agreement and this Fee Letter Agreement and the issuance of the Letter of Credit.

Section 2.2. Payment Account. Payments due to the Bank related to drawings under the Letter of Credit and payment of Letter of Credit Fees and other amounts due under the Agreement and hereunder shall be wired in immediately available funds to the Bank at:

ABA#: [_____] for credit to A/C#: [_____] , Ref Letter of Credit No. [_____] , Attn: _____.

Section 2.3. Amendments. No amendment to this Fee Letter Agreement shall become effective without the prior written consent of the Corporation, the County and the Bank.

Section 2.4. Governing Law. THIS FEE LETTER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE.

Section 2.5. Counterparts. This Fee Letter Agreement may be executed in multiple counterparts, each of which shall constitute an original but both of which, when taken together, shall constitute but one instrument.

Section 2.6. Severability. Any provision of this Fee Letter Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Fee Letter Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Authorized Representative

COUNTY OF LOS ANGELES, CALIFORNIA

By: _____
Treasurer and Tax Collector

(SEAL)

ATTEST:

By: _____
Assistant Secretary
Los Angeles County Capital Asset
Leasing Corporation

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT

dated as of April 1, 2013

among

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION,

COUNTY OF LOS ANGELES, CALIFORNIA

and

U.S. BANK NATIONAL ASSOCIATION

relating to

\$100,000,000 aggregate principal amount of
Los Angeles County Capital Asset Leasing Corporation
Lease Revenue Obligation Commercial Paper Notes, [Series _]

TABLE OF CONTENTS

SECTION	HEADING	PAGE
ARTICLE I	DEFINITIONS	1
Section 1.1.	Certain Defined Terms.....	1
Section 1.2.	Computation of Time Periods.....	11
Section 1.3.	Accounting Terms.....	11
Section 1.4.	Terms Defined in Trust Agreement	11
Section 1.5.	Construction.....	11
ARTICLE II	AMOUNT AND TERMS OF THE LETTER OF CREDIT	12
Section 2.1.	The Letter of Credit	12
Section 2.2.	Issuance of the Letter of Credit.....	12
Section 2.3.	Letter of Credit Fees	12
Section 2.4.	Payment of Amounts Drawn on Letter of Credit.....	12
Section 2.5.	Principal Advances	12
Section 2.6.	Conversion of Principal Advances to Term Loans; Term Loans; Default Advances.....	13
Section 2.7.	Prepayment of Principal Advances or Term Loans; Reinstatement of Letter of Credit Amounts.....	14
Section 2.8.	Increased Costs; Capital Adequacy	15
Section 2.9.	Net of Taxes, Etc.....	16
Section 2.10.	Payments and Computations.....	18
Section 2.11.	Extension of Letter of Credit Expiration Date; Reduction in Stated Amount.	19
Section 2.12.	Evidence of Debt; Revolving Note	19
Section 2.13.	Obligations Absolute	20
Section 2.14.	Termination; Acceptance of Alternate Credit Facility.....	20
Section 2.15.	Pledge by the Corporation	21
Section 2.16.	Maximum Interest Rate; Payment of Fee	21
Section 2.17.	Adjustment of Base Rental	22
ARTICLE III	CONDITIONS OF ISSUANCE	22
Section 3.1.	Conditions Precedent to Issuance of the Letter of Credit	22
Section 3.2.	Conditions Precedent to Each Credit Event.....	25
Section 3.3.	No-Issuance Notice; Final Drawing Notice.....	25
ARTICLE IV	REPRESENTATIONS AND WARRANTIES.....	26
Section 4.1.	County Representations and Warranties.....	26
Section 4.2.	Corporation Representations and Warranties	29
ARTICLE V	COVENANTS.....	32
Section 5.1.	Covenants.....	32

ARTICLE VI	EVENTS OF DEFAULT	39
Section 6.1.	Events of Default	39
Section 6.2.	Upon an Event of Default	41
ARTICLE VII	MISCELLANEOUS	42
Section 7.1.	Amendments and Waivers	42
Section 7.2.	Notices	42
Section 7.3.	No Waiver; Remedies	43
Section 7.4.	Indemnification	43
Section 7.5.	Liability of the Bank	44
Section 7.6.	Expenses; Documentary Taxes	45
Section 7.7.	Binding Effect	45
Section 7.8.	Severability	45
Section 7.9.	Approvals	46
Section 7.10.	Governing Law and Jurisdiction	46
Section 7.11.	Headings	46
Section 7.12.	Counterparts	46
Section 7.13.	Integration	46
Section 7.14.	OFAC	46
EXHIBIT A	– Form of Letter of Credit	
EXHIBIT B	– Form of Revolving Note	
EXHIBIT C	– Form of Request for Extension	
EXHIBIT D	– Form of Request for Reduction in Stated Amount	

This LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT, dated as of April 1, 2013, among the LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION (the “Corporation”), the COUNTY OF LOS ANGELES, CALIFORNIA (the “County”) and U.S. Bank National Association, (together with its successors and assigns, the “Bank”).

WHEREAS, concurrently herewith, the Corporation and the County have entered into a Second Amended and Restated Site Lease, dated as of April 1, 2013, which amends and restates that certain Amended and Restated Site Lease, dated as of April 1, 2010 pursuant to which the Corporation leased from the County certain Property (as such term is defined therein) located in the County, together with the buildings and improvements thereon owned by the County; and

WHEREAS, concurrently herewith, the Corporation and the County have entered into a Second Amended and Restated Sublease, which amends and restates that certain Amended and Restated Sublease, dated as of April 1, 2010, pursuant to which the County subleased from the Corporation the Property; and

WHEREAS, concurrently herewith, the Corporation and Deutsche Bank National Trust Company, as trustee are entering into a Second Amended and Restated Trust Agreement, dated as of April 1, 2013, pursuant to which, among other things, the Corporation may from time to time issue its Lease Revenue Obligation Commercial Paper Notes, [Series ___] (the “Notes” and each, a “Note”);

WHEREAS, the Trust Agreement (as hereinafter defined) provides, as a condition precedent to the issuance of the Notes, for delivery to the Issuing and Paying Agent (as hereinafter defined) of a letter of credit with respect to the Notes; and

WHEREAS, pursuant to the terms and conditions set forth herein, the Bank has agreed to issue its letter of credit pursuant to this Agreement;

NOW THEREFORE, in consideration of the premises and in order to induce the Bank to issue the Letter of Credit, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Defined Terms. The following terms, as used herein, have the following meanings:

“*Additional Rental*” shall have the meaning set forth in the Sublease.

“*Advance*” means any Principal Advance or Default Advance.

“*Agreement*” means this Letter of Credit and Reimbursement Agreement, as the same may from time to time be amended, supplemented or otherwise modified in accordance with its terms.

“*Alternate Credit Facility*” has the meaning set forth in the Trust Agreement.

“*Amortization Period*” has the meaning set forth in Section 2.6(b) hereof.

“*Applicable Law*” means all applicable (i) common law and principles of equity and (ii) provisions of all (A) constitutions, statutes, rules, regulations and orders of any Governmental Authority, (B) Governmental Approvals and (C) orders, decisions, judgments and decrees of all courts (whether at law or in equity) and arbitrators.

“*BANA Bank Agreement*” means that certain Revolving Credit Agreement dated as of April 1, 2013, among the County, the Corporation and Bank of America, N.A., as the same may be supplemented, amended or otherwise modified.

“*Bank*” has the meaning assigned that term in the first paragraph of this Agreement.

“*Bank Agreement*” has the meaning set forth in Section 5.1(y) hereof.

“*Base Rate*” means, for any day, a fluctuating rate of interest per annum equal to the greatest of (a) the Prime Rate in effect at such time *plus* one percent (1.00%), (b) the Federal Funds Rate in effect at such time *plus* two percent (2.00%) and (c) seven and one-half of one percent (7.50%).

“*Base Rental*” has the meaning set forth in the Trust Agreement.

“*Base Rental Period*” has the meaning set forth in the Sublease.

“*Business Day*” means any day other than (i) a Saturday or Sunday or a day on which banking institutions are authorized or required by law or executive order to be closed in the State of California or in New York for commercial banking purposes; (ii) a day on which the New York Stock Exchange is authorized or required by law or executive order to be closed; and (iii) a day upon which commercial banks are authorized or required by law or executive order to be closed in the cities or states in which demands for payment may be presented under the Letter of Credit.

“*CAFR*” has the meaning set forth in Section 5.1(a)(i) hereof.

“*Change in Law*” means the occurrence, after the Date of Issuance, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, promulgation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything

herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, ruling, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“*Component*” has the meaning set forth in the Sublease.

“*Contingent Obligation*” means, as to any Person, any obligation of such Person guaranteeing or intended to guarantee any indebtedness, leases, dividends, or other obligations (“*primary obligations*”) of any other Person (the “*primary obligor*”) in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (x) for the purchase or payment of any such primary obligation, or (y) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities, or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation, or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; *provided, however*, that the term Contingent Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

“*Corporation*” has the meaning assigned that term in the first paragraph of this Agreement.

“*Corporation Representative*” has the meaning set forth in the Trust Agreement.

“*County*” means the County of Los Angeles, California, and its successors and assigns.

“*County Representative*” has the meaning set forth in the Trust Agreement.

“*Credit Event*” means any one of the following: the issuance of the Letter of Credit; the making of any Principal Advance; or the conversion of a Principal Advance to a Term Loan.

“*Date of Issuance*” means the date on which the conditions precedent set forth in Section 3.1 of this Agreement are met or waived by the Bank and the Letter of Credit is issued.

“*Dealer*” means, with respect to the Notes, [REDACTED] and any successors or assigns permitted under a Dealer Agreement or any other dealer for the Notes appointed by the Corporation pursuant to the Trust Agreement and Section 5.1(d) hereof.

“*Dealer Agreement*” means, (i) collectively, each Commercial Paper Dealer Agreement, by and between the Corporation and the respective Dealer, providing for the acceptance by such Dealer of the duties and obligations imposed thereby and imposing certain other duties and obligations, as amended, supplemented, waived and modified from time to time in accordance therewith and with Section 5.1(b) hereof and (ii) any other similar agreement by and between the Corporation and any other dealer for the Notes appointed by the Corporation pursuant to the Trust Agreement and Section 5.1(d) hereof.

“*Debt*” means, with respect to any Person, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person as lessee under capital leases; (c) all obligations of such Person to pay the deferred purchase price of property or services; (d) certificates of participation evidencing an undivided ownership interest in payments made by such Person as lessee under capital leases, as purchaser under an installment sale agreement or otherwise as an obligor in connection therewith; (e) all guarantees by such Person of Debt of another Person; (f) the face amount of any letter of credit issued for the account of such Person and, without duplication, all drafts drawn and reimbursement obligations arising thereunder; (g) all Debt of a second Person secured by any lien on any property owned by such first Person, whether or not such Debt has been assumed; (h) all obligations of such Person to pay a specified purchase price for goods or services whether or not delivered or accepted, including but not limited to, take-or-pay or similar obligations; (i) all Contingent Obligations of such Person; and (j) obligation of such Person due and payable under Swap Contracts; *provided, however*, that Debt shall not include trade payables arising in the ordinary course of business; and *provided, further*, however that with respect to the County, Debt shall exclude conduit, enterprise and other Debt that have no claim on the General Fund of the County.

“*Default*” means an event that with the giving of notice or passage of time, or both, shall constitute an Event of Default.

“*Default Advance*” or “*Default Advances*” each has the meaning assigned that term in Section 2.6(c).

“*Default Rate*” means, on any particular date, a rate of interest per annum equal to three percent (3.0%) per annum in excess of the Base Rate in effect on such date.

“*Drawing*” has the meaning assigned to that term in the Letter of Credit.

“*Environmental Laws*” means any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute thereto.

“*Event of Default*” has the meaning assigned that term in Section 6.1 hereof.

“*Excluded Taxes*” means, with respect to the Bank or any Participant Bank, taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which such recipient is organized or in which its principal office is located.

“*Federal Funds Rate*” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Bank on such day on such transactions as determined by the Bank.

“*Fee Letter*” means that certain Fee Letter Agreement dated as of the Date of Issuance, among the Corporation, the County and the Bank, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof.

“*Final Drawing Notice*” has the meaning set forth in the Letter of Credit.

“*Fiscal Year*” means the twelve-month period commencing on July 1 of each year; *provided, however*, that the County may, from time to time, agree on a different twelve-month period as the Fiscal Year.

“*Fitch*” means Fitch, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, except that if such corporation shall no longer perform the functions 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 Corporation that is reasonably acceptable to the Bank.

“*Governmental Approvals*” means an authorization, consent, approval, license or exemption of, registration or filing with, or report to, any Governmental Authority.

“*Governmental Authority*” means the government of the United States or any other applicable nation or applicable political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or quasi-governmental entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government. For the avoidance of doubt, any entity with the power to regulate the Bank, a Participant Bank or their parent or holding company shall be deemed to be a “Governmental Authority.”

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Initial Letter of Credit Expiration Date” means April __, 2016.

“Interbank Agreement” means that certain Agency and Interbank Agreement dated as of April __, 2013 among the Bank, Bank of America, N.A., JPMorgan Chase Bank, National Association and Wells Fargo Bank, National Association, and all amendments, modifications, restatements and extensions of such agreement, entered into from time to time and any other agreement delivered in substitution or exchange for such agreement.

“Issuing and Paying Agent” means initially Deutsche Bank National Trust Company and any other Issuing and Paying Agent appointed with respect to the Notes pursuant to Article V of the Trust Agreement, and having the duties, responsibilities and rights provided for therein, and its successor or successors and any other bank or trust company which may at any time be substituted in its place pursuant thereto.

“Issuing and Paying Agent Agreement” means the Second Amended Issuing and Paying Agent Agreement, dated as of April 1, 2013, between the Corporation and the Issuing and Paying Agent, providing for the acceptance by such Issuing and Paying Agent of the duties and obligations imposed thereby and imposing certain other duties and obligations, as the same may be amended, supplemented or otherwise modified as permitted thereby and by Section 5.1(b) hereof.

“JPMC Bank Agreement” means that certain Letter of Credit and Reimbursement Agreement dated as of April 1, 2013, among the County, the Corporation and JPMorgan Chase Bank, National Association, as the same may be supplemented, amended or otherwise modified.

“Law” means, collectively, all applicable international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any applicable Governmental Authority, in each case whether or not having the force of law.

“Lease Obligation Debt” means any Debt of the County and/or the Corporation, the payment of which is payable from and/or secured by lease revenue rental payments payable from the general fund of the County.

“Letter of Credit” means an irrevocable direct-pay letter of credit issued by the Bank, in substantially the form of Exhibit A hereto.

“Letter of Credit Expiration Date” has the meaning assigned to that term in the Letter of Credit.

“Letter of Credit Fee” has the meaning set forth in the Fee Letter.

“Material County Debt” means any Debt of the County that is outstanding in a principal amount of \$50,000,000 or more.

“Maximum Base Rental” has the meaning set forth in the Sublease.

“Maximum CP Rate” means 10% per annum.

“Maximum Lawful Rate” means, if any, the maximum rate of interest on the relevant obligation permitted by applicable law.

“Maximum Principal Amount” has the meaning set forth in the Trust Agreement.

“Minimum Required Rental Payment” has the meaning set forth in the Sublease.

“Moody’s” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, except that if such corporation 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 Corporation that is reasonably acceptable to the Bank.

“No-Issuance Notice” has the meaning assigned that term in Section 3.3 hereof.

“Note” and *“Notes”* each has the meaning assigned in the first recital of this Agreement.

“Notice of Extension” means a notice from the Bank to the Issuing and Paying Agent in the form of Annex E to the Letter of Credit.

“Notice of Reduction in Stated Amount” means a notice from the Bank to the Issuing and Paying Agent in the form of Annex F to the Letter of Credit.

“Obligations” means the Reimbursement Obligations (which includes amounts owing to the Bank as evidenced by the Revolving Note), the fees set forth in Section 2.3 hereof and in the Fee Letter and all other obligations of the Corporation and the County to the Bank arising under or in relation to this Agreement and/or the Fee Letter.

“Offering Memorandum” means the offering memorandum with respect to the Notes.

“Original Stated Amount” means \$_____.

“Other Bank Agreements” means the BANA Bank Agreement, the JPMC Bank Agreement and the Wells Fargo Bank Agreement, and all amendments, modifications, restatements and extensions of such agreements, entered into from time to time and any other agreement delivered in substitution or exchange for such agreements and any other Bank Agreement payable from or secured by Rental Payments or Pledged Property.

“*Other Taxes*” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Related Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Related Document.

“*Outstanding*” when used in reference to Notes means, as of a particular date, all Notes authenticated and delivered pursuant to the Trust Agreement except: (i) any Note cancelled at or before such date, (ii) any Note deemed to have been paid in accordance with the Trust Agreement and (iii) any Note in lieu of or in substitution for which another Note shall have been authenticated and delivered pursuant to the Trust Agreement.

“*Participant Bank*” means any bank(s) or other financial institution(s) that may purchase from the Bank a participation interest in this Agreement, the Fee Letter and certain of the Related Documents pursuant to a participation agreement between the Bank and the Participant Bank.

“*Permitted Encumbrances*” has the meaning set forth in the Trust Agreement.

“*Person*” means an individual, a corporation, a partnership, a limited liability company, an association, a joint venture, a trust, an unincorporated organization or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“*Plan*” means an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code.

“*Pledged Property*” has the meaning set forth in the Trust Agreement.

“*Previous Bank*” means, as applicable, Bank of America, N.A., JPMorgan Chase Bank, National Association, Wells Fargo Bank, National Association and/or Union Bank, N.A.

“*Previous Letter of Credit*” means the related Irrevocable Transferable Direct-Pay Letter of Credit of the respective Previous Bank, issued pursuant to the respective Previous Reimbursement Agreement.

“*Previous Reimbursement Agreement*” means the Letter of Credit and Reimbursement Agreement dated as of April 1, 2010, as amended to date, among the Corporation, the County and the respective Previous Bank.

“*Prime Rate*” means the rate of interest announced by the Bank from time to time as its prime commercial rate or equivalent, as in effect on such day for United States dollar loans, with any change in the Prime Rate resulting from a change in said prime commercial rate to be automatically and immediately effective as of the date of the relevant change in said prime commercial rate, it being understood that such rate may not be the Bank’s best or lowest rate.

“*Principal Advance*” and “*Principal Advances*” each has the meaning assigned to that term in Section 2.5 hereof.

“*Principal Advance Rate*” means, on any particular date, a rate of interest calculated with respect to a particular Principal Advance equal to the Base Rate; *provided, however*, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “*Principal Advance Rate*” shall mean the Default Rate; *provided, further*, that at no time shall the Principal Advance Rate be less than the rate per annum borne by any Outstanding Note (other than the Revolving Note) on any date.

“*Property*” has the meaning set forth in the Trust Agreement.

“*Provider*” has the meaning set forth in Section 5.1(y) hereof.

“*Quarterly Payment Date*” means the first Business Day of each January, April, July and October.

“*Rating Agency*” means Moody’s, Fitch or S&P.

“*Reduction Date*” means each Reduction Date set forth in a Notice of Reduction in Stated Amount.

“*Reimbursement Obligations*” means any and all obligations of the Corporation to reimburse the Bank for any amount drawn under the Letter of Credit, and all obligations to repay the Bank for all Principal Advances, Term Loans and Default Advances, including in each instance all interest accrued thereon.

“*Related Documents*” means the Trust Agreement, the Fee Letter, the Letter of Credit, this Agreement, the Notes, the Revolving Note, the Issuing and Paying Agent Agreement, the Site Lease, the Sublease and the Dealer Agreements, as the same may be amended, modified or supplemented in accordance with their terms and the terms hereof.

“*Rental Payments*” has the meaning set forth in the Sublease.

“*Request for Extension*” means a notice from the Corporation and the County to the Bank substantially in the form of Exhibit C attached hereto.

“*Request for Reduction in Stated Amount*” means a notice from the Corporation and the County to the Bank substantially in the form of Exhibit D attached hereto.

“*Revolving Note*” means the Corporation’s revolving note, substantially in the form of Exhibit B attached hereto, issued to the Bank pursuant to Section 2.12 hereof, to evidence the indebtedness of the Corporation due and owing to the Bank under this Agreement with respect to amounts drawn on the Letter of Credit.

“*Risk-Based Capital Guidelines*” means (i) the risk-based capital guidelines in effect in the United States on the Date of Issuance, including transition rules, and (ii) the corresponding

capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations adopted prior to the Date of Issuance.

“*S&P*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, 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 Corporation that is reasonably acceptable to the Bank.

“*Site Lease*” means that certain Second Amended and Restated Site Lease dated as of April 1, 2013, by and between the County and the Corporation, as from time to time amended or supplemented in accordance therewith and with Section 5.1(b) hereof.

“*State*” means the State of California.

“*Stated Amount*” has the meaning assigned that term in the Letter of Credit.

“*Sublease*” means the Second Amended and Restated Sublease dated April 26, 2013, by and between the County and the Corporation, as amended, supplemented, waived and modified from time to time in accordance therewith and with Section 5.1(b) hereof.

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “*Master Agreement*”), including any such obligations or liabilities under any Master Agreement.

“*Taxes*” means all present and future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees, liabilities or other charges imposed by any applicable Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

“*Termination Date*” has the meaning assigned to that term in the Letter of Credit.

“*Term Loan*” and “*Term Loans*” each has the meaning assigned that term in Section 2.6(a) hereof.

“*Term Loan Conversion Date*” has the meaning assigned that term in Section 2.6(a) hereof.

“*Term Loan Rate*” means, on any particular date, a rate of interest calculated with respect to a particular Term Loan equal to the Base Rate from time to time in effect plus two percent (2.0%); *provided, however*, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “*Term Loan Rate*” shall mean the Default Rate; *provided, further*, that at no time shall the Term Loan Rate be less than the rate per annum borne by any Outstanding Note (other than the Revolving Note) on any date.

“*Trust Agreement*” means that certain Second Amended and Restated Trust Agreement, dated as of April 1, 2013 by and between the Corporation and the Trustee, and as may be further amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof.

“*Trustee*” means Deutsche Bank National Trust Company, and its successor or successors, and any other person that may at any time be substituted in its place pursuant to the Trust Agreement.

“*Wells Fargo Bank Agreement*” means that certain Letter of Credit and Reimbursement Agreement dated as of April 1, 2013, among the County, the Corporation and Wells Fargo Bank, National Association, as the same may be supplemented, amended or otherwise modified.

Section 1.2. Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, unless otherwise specified herein, the word “from” means “from and including” and the words “till” and “until” each mean “to but excluding.” Unless specified otherwise, all references to time shall mean Los Angeles time.

Section 1.3. Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted United States accounting principles consistently applied.

Section 1.4. Terms Defined in Trust Agreement. Any capitalized term not defined herein shall have the meaning ascribed to such term in the Trust Agreement.

Section 1.5. Construction. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s

successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (d) all references herein to Articles, Sections and Exhibits shall be construed to refer to Articles and Sections of, and Exhibits to, this Agreement.

ARTICLE II

AMOUNT AND TERMS OF THE LETTER OF CREDIT

Section 2.1. The Letter of Credit. The Bank agrees, on the terms and conditions hereinafter set forth, to issue the Letter of Credit to the Issuing and Paying Agent in the Original Stated Amount and expiring by its terms not later than the Letter of Credit Expiration Date.

Section 2.2. Issuance of the Letter of Credit. The Bank will issue the Letter of Credit to the Issuing and Paying Agent on the Date of Issuance upon fulfillment of the applicable conditions precedent set forth in Section 3.1.

Section 2.3. Letter of Credit Fees. The Corporation hereby agrees to perform the obligations provided for in the Fee Letter, including, without limitation, the payment of any and all fees, expenses and other amounts provided for therein, at the times and in the amounts set forth in the Fee Letter. Without limiting the generality of the foregoing, in the event that the Letter of Credit is terminated, the Corporation shall pay to the Bank the fees and expenses, if any, at the times and in the amounts set forth in and as required by the Fee Letter. The terms and provisions of the Fee Letter are hereby incorporated herein by reference as if fully set forth herein. Notwithstanding anything herein to the contrary, all references to amounts or obligations due hereunder or in this Agreement shall be deemed to include all amounts and obligations (including without limitation all fees and expenses) under the Fee Letter.

Section 2.4. Payment of Amounts Drawn on Letter of Credit. (a) The Corporation shall pay or cause to be paid to the Bank an amount equal to that amount drawn on the Bank under the Letter of Credit pursuant to any Drawing with respect to the payment of accrued interest on maturing Notes or, subject to the provisions of Section 2.5 hereof, any Drawing with respect to the payment of principal of maturing Notes, on the same Business Day such drawing is honored.

(b) Any amount drawn under the Letter of Credit pursuant to a Drawing that is not repaid to the Bank when due as provided in clause (a) of Section 2.4, shall bear interest at the Default Rate until paid in full, payable on demand. Principal Advances, Term Loans and Default Advances shall be repaid to the Bank as provided in Sections 2.5 and 2.6 hereof.

(c) Any amount drawn under the Letter of Credit shall be noted by the Bank as principal due and owing on the grid attached to the Revolving Note pursuant to Section 2.12.

Section 2.5. Principal Advances. If the Bank shall make any payment under the Letter of Credit pursuant to a Drawing with respect to the payment of principal of maturing Notes and the conditions precedent set forth in Section 3.2 shall have been fulfilled, and the Corporation (at its option) does not reimburse or cause to be reimbursed the Bank in connection therewith on the

same Business Day, then such payment shall constitute a principal advance made by the Bank to the Corporation on the date and in the amount of such payment (each such advance being a “*Principal Advance*” and, collectively, the “*Principal Advances*”). The Corporation shall pay or cause to be paid interest on the unpaid amount of each Principal Advance from the date that such Principal Advance is made by the Bank until such amount is repaid in full. Such interest shall be payable in arrears (based on the actual days elapsed since the date of such Principal Advance, divided by 365), on the first day of each calendar month during the term of each Principal Advance and, with respect to any such amount repaid, on the date any such amount is repaid, at a rate per annum equal to the Principal Advance Rate.

Section 2.6. Conversion of Principal Advances to Term Loans; Term Loans; Default Advances. (a) Subject to the satisfaction of the conditions set forth in Section 3.2 hereof, any amount of a Principal Advance (but not a Default Advance) remaining unpaid by the Corporation to the Bank under Section 2.5 on the earlier of (x) the ninetieth day after the date on which such Principal Advance was made and (y) the Termination Date (the “*Term Loan Conversion Date*”) shall be converted to a term loan (each, a “*Term Loan*” and, collectively, the “*Term Loans*”).

(b) The Corporation shall repay or cause to be repaid the principal amount of each Term Loan in installments as to principal, commencing on the first Quarterly Payment Date commencing after the Term Loan Conversion Date and on each Quarterly Payment Date thereafter, with the final installment in an amount equal to the entire then outstanding principal amount of such Term Loan due and payable on the date which is the earlier of (i) the fifth anniversary of such Term Loan Conversion Date and (ii) the second anniversary of the Termination Date (the foregoing period with respect to each Term Loan herein referred to as an “*Amortization Period*”). The principal amount of each Term Loan shall be amortized over the related Amortization Period in equal quarterly installments of principal; *provided, however*, that the unpaid amount of each Term Loan shall be paid or caused to be paid by the Corporation in each year only to the extent of the then fair rental value with respect to the Components subject to the Sublease for the corresponding Base Rental Period, and to the extent not so repaid, such Term Loan shall be paid or caused to be paid by the Corporation during each subsequent Base Rental Period, to the extent owed, to the extent of the then fair rental value with respect to the Components subject to the Sublease for each such subsequent Base Rental Period, and such Term Loan shall continue to be an obligation of the County pursuant to the Sublease. The Corporation may prepay or cause to be prepaid the outstanding amount of any Term Loan in whole or in part with accrued interest to the date of such prepayment on the amount prepaid. The amount of the Letter of Credit and the amounts available to be drawn thereunder by the Issuing and Paying Agent by any Drawing shall not be increased with respect to the conversion of a Principal Advance to a Term Loan. Each Term Loan shall bear interest at the Term Loan Rate, payable monthly in arrears on the first day of each calendar month during the term of such Term Loan and on the date on which the final installment of principal of the Term Loan is payable or, if such Term Loan bears interest at the Default Rate, upon demand.

(c) If (i) the Bank shall make any payment under the Letter of Credit pursuant to a Drawing with respect to the payment of principal of maturing Notes and the conditions set forth in Section 3.2 shall not have been fulfilled, and the Corporation fails to reimburse or cause to be reimbursed the Bank in connection therewith, (ii) the Bank shall have made a Principal Advance

to the Corporation and the conditions set forth in Section 3.2 shall have not been fulfilled on the Term Loan Conversion Date or (iii) an Event of Default shall have occurred while any Principal Advance or Term Loan remains outstanding, such payment, Principal Advance or Term Loan, as applicable, shall constitute a default advance (and not a Principal Advance) made by the Bank to the Corporation from and after the date and in the amount of such payment under the Letter of Credit or such other date on which any event described in clauses (i), (ii) or (iii) above shall occur (each such default advance being a “*Default Advance*” and, collectively, the “*Default Advances*”). The Corporation hereby agrees to pay or cause to be paid to the Bank (i) interest at the Default Rate on any amount of the Default Advance remaining unpaid by the Corporation to the Bank from the date of such Default Advance until payment in full, payable in arrears, upon demand, and (ii) the unpaid amount of each Default Advance immediately upon demand by the Bank but if no demand is made, then on each Quarterly Payment Date in an amount equal to the then fair rental value with respect to the Components subject to the Sublease for such quarterly period; *provided, however*, that the unpaid amount of each Default Advance shall be paid or caused to be paid by the Corporation in each year only to the extent of the then fair rental value with respect to the Components subject to the Sublease for such Base Rental Period, and to the extent not so repaid, such Default Advance shall be paid or caused to be paid by the Corporation during each subsequent Base Rental Period, to the extent owed, to the extent of the then fair rental value with respect to the Components subject to the Sublease for each such subsequent Base Rental Period, and such Default Advance shall continue to be an obligation of the County pursuant to the Sublease.

Section 2.7. Prepayment of Principal Advances or Term Loans; Reinstatement of Letter of Credit Amounts. (a) The Corporation may prepay or cause to be prepaid the amount of any Principal Advance or Term Loan outstanding in whole or in part with accrued interest to the date of such repayment on the amount prepaid. Any prepayment in part under this Section 2.7(a) shall be applied by the Bank against each such Principal Advance or Term Loan, as the case may be, in the order in which each such Principal Advance or Term Loan, as the case may be, was made.

(b) Any prepayment made under Section 2.7(a) shall be applied by the Bank as a reimbursement of the related drawing (and as a prepayment of the Principal Advance or Term Loan, as the case may be, resulting from such drawing) and, in the case of a prepayment of a Principal Advance, the Corporation irrevocably authorizes the Bank to reinstate the amount available to be drawn under the Letter of Credit by the amount of such prepayment; *provided, however*, that the Issuing and Paying Agent shall not deliver any Notes (the aggregate principal and interest of which is payable from the amount of the Letter of Credit so reinstated) for sale or otherwise until the Letter of Credit has been reinstated pursuant to the terms of this Agreement and the Letter of Credit. The amount of the Letter of Credit and the amounts available to be drawn thereunder by the Issuing and Paying Agent by any Drawing shall not be increased with respect to repayments of Term Loans or Default Advances, unless otherwise agreed to by the Bank in writing.

(c) In the event that the Issuing and Paying Agent delivers any Notes while any Principal Advance or Term Loan or any portion of any Principal Advance or Term Loan remains unpaid, the Corporation shall apply the proceeds of any such Notes to the prepayment of such

outstanding Principal Advance or Term Loan, as the case may be. Any prepayment in part under this Section 2.7(c) shall be applied against each such Principal Advance or Term Loan, as the case may be, in the order in which each such Principal Advance or Term Loan, as the case may be, was made.

Section 2.8. Increased Costs; Capital Adequacy.

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Bank or any Participant Bank;

(ii) subject to the Bank or any Participant Bank to any Tax of any kind whatsoever with respect to this Agreement, the Fee Letter or the Letter of Credit, or change the basis of taxation of payments to the Bank or such Participant Bank in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 2.9 and except for Excluded Taxes); or

(iii) impose on the Bank or any Participant Bank any other condition, cost or expense affecting this Agreement, the Fee Letter or the Letter of Credit;

and the result of any of the foregoing shall be to increase the cost to the Bank or such Participant Bank related to issuing or maintaining the Letter of Credit, or to reduce the amount of any sum received or receivable by the Bank or such Participant Bank hereunder or under the Fee Letter (whether of principal, interest or any other amount) then, upon written request of the Bank or such Participant Bank, the Corporation or the County, on behalf of the Corporation, shall promptly pay to the Bank or such Participant Bank, as the case may be, such additional amount or amounts as will compensate the Bank or such Participant Bank, as the case may be, for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If the Bank or any Participant Bank determines that any Change in Law affecting the Bank or such Participant Bank or the Bank's or such Participant Bank's parent or holding company, if any, regarding capital requirements, has or would have the effect of reducing the rate of return to the Bank's or such Participant Bank's or the Bank's or such Participant Bank's parent or holding company, if any, as a consequence of this Agreement, the Fee Letter or the Letter of Credit, to a level below that which the Bank or such Participant Bank or the Bank's or such Participant Bank's parent or holding company could have achieved but for such Change in Law (taking into consideration such entities policies with respect to capital adequacy), then from time to time upon written request of the Bank or such Participant Bank, as applicable, the Corporation or the County, on behalf of the Corporation, shall promptly pay to the Bank or such Participant Bank, as the case may be, such additional amount or amounts as will compensate the Bank or such Participant Bank or the Bank's or such Participant Bank's parent or holding company for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of the Bank or a Participant Bank setting forth the amount or amounts necessary to compensate the Bank or such Participant Bank or the Bank's or such Participant Bank's parent or holding company, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Corporation and the County, shall be conclusive absent manifest error. The Corporation or the County, on behalf of the Corporation, shall pay the Bank, such Participant Bank or their parent or holding company, as the case may be, the amount shown as due on any such certificate within sixty (60) days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of the Bank or any Participant Bank to demand compensation pursuant to this Section shall not constitute a waiver of the Bank's or such Participant Bank's right to demand such compensation. Notwithstanding anything contained in paragraphs (a) and (b) of this Section 2.8, the Corporation and the County shall have no liability to the Bank or any Participant Bank for any increased costs, increased capital or reduction in return to the extent incurred by the Bank or such Participant Bank more than one hundred eighty (180) days prior to the date that actual notice is given to the Corporation and the County with respect thereto (the "*Cut-Off Date*"), except where (A) the Bank or such Participant Bank had no actual knowledge of the action resulting in such increased costs, increased capital or reduction in return as of the Cut-Off Date or (B) such increased costs, increased capital or reduction in return apply to the Bank or such Participant Bank retroactively to a date prior to the Cut-Off Date.

(e) Notwithstanding anything to the contrary in this Section 2.8, in the event the Bank grants any participation to any Participant Bank under this Agreement, neither the Corporation nor the County shall have any obligation to pay amounts pursuant to this Section 2.8 in an amount greater than that which it would have been required to pay if the Bank had not granted such participation.

(f) *Survival.* The obligations of the County and the Corporation under this Section 2.8 shall survive the termination of this Agreement.

Section 2.9. Net of Taxes, Etc.

(a) *Payments Free of Taxes.* Any and all payments by or on account of any obligation of the Corporation or the County hereunder or under the Fee Letter shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes; provided that if the Corporation or the County shall be required by Applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Bank or any Participant Bank receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Corporation or the County, as applicable, shall make such deductions and (iii) the Corporation or the County, on behalf of the Corporation, as applicable, shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with Applicable Law.

(b) *Payment of Other Taxes by the Corporation.* Without limiting the provisions of paragraph (a) above, the Corporation or the County, on behalf of the Corporation, as applicable, shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(c) *Indemnification by the Corporation.* The Corporation or the County, on behalf of the Corporation, as applicable, shall timely pay any Other Taxes to the relevant Governmental Authority and shall also, to the fullest extent permitted by law, indemnify the Bank and each Participant Bank, within thirty (30) days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Bank or any Participant Bank and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; *provided* that the Corporation shall not be obligated to indemnify the Bank for any penalties, interest or expenses relating to Indemnified Taxes or Other Taxes arising from the Bank's negligence or willful misconduct. The Bank and each Participant Bank agrees to give notice to the Corporation of the assertion of any claim against it relating to Indemnified Taxes and Other Taxes as promptly as reasonably practicable after being notified of such claim; *provided, however*, that the failure by the Bank or such Participant Bank to provide prompt notice shall not affect the Bank's or such Participant Bank's rights under this Section 2.9. A certificate stating in reasonable detail the amount of such payment or liability delivered to the Corporation and the County by the Bank or any Participant Bank shall be conclusive absent manifest error. In addition, the Corporation or the County, on behalf of the Corporation, as applicable, shall indemnify the Bank and each Participant Bank, within thirty (30) days after demand therefor, for any incremental Taxes that may become payable by the Bank or any Participant Bank as a result of any failure of the Corporation or the County, on behalf of the Corporation, as applicable, to pay any Taxes when due to the appropriate Governmental Authority or to deliver to the Bank or any Participant Bank pursuant to clause (d), documentation evidencing the payment of Taxes.

(d) *Evidence of Payments.* As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Corporation to a Governmental Authority, the Corporation or the County, as applicable, shall deliver to the Bank or such Participant Bank the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Bank or such Participant Bank, as applicable.

(e) *Treatment of Certain Refunds.* If the Bank or any Participant Bank determines that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified pursuant to this Section (including additional amounts paid by the Corporation or the County pursuant to this Section), it shall pay to the applicable indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, under this Section with respect to the Taxes or Other Taxes giving rise to such refund) together with interest, if any, paid by the relevant Governmental Authority with respect to such refund; *provided* that the applicable indemnifying party, upon the request of the Bank, or such Participant Bank, as applicable, agrees to repay the amount paid over pursuant to this Section

(plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Bank or such Participant Bank in the event the Bank or such Participant Bank is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (e), in no event will the Bank or any Participant Bank be required to pay any amount to an indemnifying party pursuant to this paragraph (e) the payment of which would place the Bank or such Participant Bank in a less favorable net after-Tax position than the Bank or such Participant Bank would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require the Bank or any Participant Bank to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Corporation, the County or any other Person.

(f) *Survival.* The obligations of the County and the Corporation under this Section 2.9 shall survive the termination of this Agreement.

Section 2.10. Payments and Computations. (a) The Corporation shall make or cause to be made each payment hereunder (i) representing reimbursement pursuant to Section 2.4 hereof to the Bank of the amount drawn on the Bank pursuant to a Drawing made under the Letter of Credit not later than **[1:00 P.M., Los Angeles time]**, and (ii) not later than **[10:00 A.M., Los Angeles time]**, for all other payments (including, without limitation, those under the Fee Letter), on the day when due, in lawful money of the United States of America to the account of the Bank set forth in Section 2.10(c) hereof in immediately available funds; *provided, however*, that whenever any payment hereunder shall be due on a day that is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day, and any interest payable thereon shall be payable for such extended time; and *provided, further* that the Corporation shall be permitted to make any payment pursuant to Section 2.3 in next day funds if such payment is made (i) on the Business Day immediately preceding the date on which such payment would otherwise have been due and (ii) in an amount equal to the amount that would have been required to have been paid had the payment not been made in next day funds in reliance upon this proviso. Payment received by the Bank after the applicable time set forth in this Section 2.10 shall be considered to have been made on the next succeeding Business Day. All computations of interest payable by the Corporation hereunder shall be made on the basis of a year of 365 or 366 days, as the case may be, and the actual number of days elapsed. Interest shall accrue during each period during which interest is computed from and including the first day thereof to but excluding the last day thereof. All computations of fees payable by the Corporation hereunder or under the Fee Letter shall be made on the basis of a 360 day year but calculated on the actual number of days elapsed.

(b) Unless otherwise provided herein, any amount payable by the Corporation hereunder that is not paid when due shall bear interest at the Default Rate and shall be payable upon demand of the Bank.

(c) Payments under this Agreement shall be made to the Bank at its account as specified in the Fee Letter.

Section 2.11. Extension of Letter of Credit Expiration Date; Reduction in Stated Amount.

(a) On the Date of Issuance, the Letter of Credit Expiration Date shall be the Initial Letter of Credit Expiration Date. The Letter of Credit Expiration Date shall be subject to extension at any time following the then scheduled Letter of Credit Expiration Date, as set forth below and in the Letter of Credit. At least 90 days but not more than 120 days prior to the Letter of Credit Expiration Date, the Corporation and the County may request in writing that the Bank extend the Letter of Credit Expiration Date for an additional term of one year or such other period as the parties may agree by delivery to the Bank of a Request for Extension. Within 30 days of the date of any such Request for Extension, the Bank will notify the Corporation and the County in writing of the decision by the Bank in its absolute discretion whether to extend for such additional period, the Letter of Credit Expiration Date for purposes of this Agreement and the Letter of Credit, including in such notice the extended Letter of Credit Expiration Date and the conditions of such consent (including conditions relating to legal documentation and the consent of the Issuing and Paying Agent). If the Bank does so agree to extend, the Bank shall deliver an executed Notice of Extension to the Issuing and Paying Agent. If the Bank shall not so notify the Corporation, the Bank shall be deemed to have denied any such extension.

(b) *Reduction in Stated Amount.* The Corporation and the County may elect to reduce the Stated Amount of the Letter of Credit from time to time prior to the Letter of Credit Expiration Date by delivery of a Request for Reduction in Stated Amount to the Bank, upon receipt of which the Bank will notify the Issuing and Paying Agent by means of a notice in the form attached to the Letter of Credit as Annex F, thereby reducing the Stated Amount, all as set forth in the Letter of Credit. Upon such reduction, the Stated Amount of the Letter of Credit shall not be less than the sum of (i) the face value of all discount Notes and (ii) the principal amount of all outstanding non-discount Notes plus all interest to accrue on such non-discount Notes to the maturity date thereof.

Section 2.12. Evidence of Debt; Revolving Note. The Bank shall maintain in accordance with its usual practice an account or accounts evidencing the Obligations resulting from each drawing under the Letter of Credit and from each Advance and Term Loan made from time to time hereunder and the amounts of principal and interest payable and paid from time to time hereunder. In any legal action or proceeding in respect of this Agreement, the entries made in such accounts shall be prima facie evidence of the existence and amounts of the Obligations of the Corporation therein recorded, *provided* that the failure to make or any error in making any such recordation or notation shall not limit, extinguish or in any way modify the obligation of the Corporation to repay Drawings under the Letter of Credit or Principal Advances, Term Loans or Default Advances as set forth herein and shall not affect the Obligations of the Corporation hereunder or under the Revolving Note. To evidence the Obligations of the Corporation due and owing to the Bank under this Agreement with respect to amounts drawn under the Letter of Credit, the Corporation will execute and deliver the Revolving Note, substantially in the form of Exhibit B attached hereto, to the Bank on the Date of Issuance. The Bank shall note on the grid attached to the Revolving Note principal amounts owing to the Bank, and the maturity schedule

therefor pursuant to Sections 2.5 and 2.6 respecting outstanding Advances and Term Loans with interest until payment in full pursuant to the terms of the Revolving Note.

Section 2.13. Obligations Absolute. The obligations of the Corporation and the County under this Agreement shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms thereof, under all circumstances whatsoever, including without limitation the following circumstances:

- (a) any lack of validity or enforceability of any of the Related Documents;
- (b) any amendment to, waiver of or consent to departure from any provision of, this Agreement or any of the Related Documents;
- (c) the existence of any claim, set-off, defense or other right which the Corporation or the County may have at any time against the Trustee, the Issuing and Paying Agent, the Dealer, the Bank (other than the defense of the payment to the Bank in accordance with the terms of this Agreement), any beneficiary or any transferee of the Letter of Credit (or any person or entity for whom any such beneficiary or any such transferee may be acting) or any other Person, whether in connection with this Agreement, any Related Document or any unrelated transaction;
- (d) any demand, statement or any other document presented under the Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;
- (e) any non-application or misapplication by the Issuing and Paying Agent of the proceeds of any drawing under the Letter of Credit;
- (f) payment by the Bank under the Letter of Credit to the person entitled thereto against presentation of a draft or certificate which does not comply strictly with the terms of the Letter of Credit; or
- (g) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

Nothing contained in this Section 2.13 shall operate to prevent the Corporation or the County from bringing a cause of action against the Bank for any liability it may incur as a result of its gross negligence or willful misconduct.

Notwithstanding the foregoing, the obligations of the Corporation under this Agreement are a special obligation of the Corporation payable solely from the Pledged Property. To the extent the County pays any obligation of the Corporation under this Agreement, such payment shall be deemed to be payment by the Corporation of such obligation.

Section 2.14. Termination; Acceptance of Alternate Credit Facility. Notwithstanding any provision of this Agreement or the Letter of Credit to the contrary, neither the Corporation nor

the County shall terminate or replace the Letter of Credit prior to the Letter of Credit Expiration Date except upon (i) the payment to the Bank of a termination fee in an amount set forth in the Fee Letter, (ii) the payment to the Bank of all fees, expenses and other amounts payable hereunder and under the Fee Letter, (iii) the payment to the Bank of all principal and accrued interest owing on the Revolving Note, and (iv) providing the Bank notice of its intention to do so at least thirty (30) days prior to the date of such termination or replacement; *provided* that all payments to the Bank referred to in clauses (i), (ii) and (iii) above shall be made with immediately available funds. The Corporation agrees that any termination of the Letter of Credit as a result of the provision of any Alternate Credit Facility will require, as a condition thereto, that the Corporation, the County, on behalf of the Corporation or the issuer of such Alternate Credit Facility will provide funds on the date of such termination or provision, which funds will be sufficient to pay in full at the time of termination of the Letter of Credit all Obligations due and owing to the Bank hereunder and under the Fee Letter.

Section 2.15. Pledge by the Corporation. (a) To provide security to the Bank for the payment by the Corporation of the Obligations under this Agreement, the Fee Letter and the Revolving Note, the Corporation has pledged to the Bank the Pledged Property pursuant to the Trust Agreement and all right, title and interest in all funds in the Issuing and Paying Agent Fund.

(b) The Corporation's obligation to pay Reimbursement Obligations, including the Revolving Note, shall be a special obligation of the Corporation payable solely from the moneys pledged to the payment thereof pursuant to the Trust Agreement and this Agreement.

(c) The pledges made hereby are valid, binding and perfected from the time when they are made and property so pledged shall immediately be subject to the lien of such pledges without any physical delivery thereof or further act, and the lien of such pledges shall be valid, binding and perfected as against all parties having claims of any kind in tort, contract or otherwise against the Corporation irrespective of whether such parties have notice thereof. No instrument by which such pledges are created nor any financing statement need be recorded or filed.

Section 2.16. Maximum Interest Rate; Payment of Fee. If the rate of interest payable hereunder or under the Fee Letter shall exceed the Maximum Lawful Rate for any period for which interest is payable, then (i) interest at such Maximum Lawful Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and thereof and (B) such Maximum Lawful Rate (the "*Excess Interest*"), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed such Maximum Lawful Rate, at which time the Corporation shall pay or cause to be paid to the Bank, with respect to amounts then payable to the Bank that are required to accrue interest hereunder or under the Fee Letter, such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Bank to equal such Maximum Lawful Rate, which payments of deferred Excess Interest shall continue to apply to such unpaid amounts hereunder and under the Fee Letter until all deferred Excess Interest is fully paid to the Bank. On the date on which no principal amount with respect to the Reimbursement Obligations or the Revolving Note remains unpaid, in

consideration for any limitation of the rate of interest which may otherwise be payable hereunder or under the Fee Letter, the Corporation shall pay or cause to be paid to the Bank a fee equal to the amount of all unpaid deferred Excess Interest (the “*Excess Interest Fee*”); *provided* that the Excess Interest Fee shall be payable as and to the extent that the then fair rental value with respect to the Components subject to the Sublease for such Base Rental Period exceeds the sum of all other Reimbursement Obligations remaining unpaid hereunder and the amount of interest accruing on the Notes during such Base Rental Period.

Section 2.17. Adjustment of Base Rental. (a) To the extent any Reimbursement Obligation or accrued interest thereon has not been paid as and when due or any deferred Excess Interest remains unpaid, following the Termination Date and for so long thereafter as any Reimbursement Obligations remain unpaid, the County and the Corporation shall increase the amount of the Base Rental payable under the Sublease for the Property to the greater of (i) the Maximum Base Rental for the Property or (ii) the maximum fair rental value of the Property determined in accordance with subsection (b) below.

(b) To the extent any Reimbursement Obligation or accrued interest thereon has not been paid as and when due or any deferred Excess Interest remains unpaid, following the Termination Date and for so long thereafter as any Reimbursement Obligations remain unpaid, unless the Sublease has terminated in accordance with its terms, the County and the Corporation agree, at the Bank’s sole written request, from time to time (but not more than once in any twelve month period), to determine or cause to be determined, the fair rental value for one or more Components. Such determination shall be by any method that the Bank may reasonably request, subject to the reasonable approval of such method by the County, the Corporation and bond counsel, including a Class C appraisal and shall be at the sole expense of the County and the Corporation. In addition, the County and the Corporation agree to extend the term of (i) the Site Lease in accordance with Section 4 thereof and (ii) the Sublease in accordance with Section 2.2 thereof, if, on the stated expiration thereof, any amounts remain owing to the Bank hereunder, under the Fee Letter or under any of the other Related Documents.

ARTICLE III

CONDITIONS OF ISSUANCE

Section 3.1. Conditions Precedent to Issuance of the Letter of Credit. The obligation of the Bank to issue the Letter of Credit is subject to the fulfillment of the following conditions precedent on or before the Date of Issuance in form and substance and in a manner satisfactory to the Bank:

(a) The Bank shall have received:

(i) Certified copies of the resolutions of the Corporation and the County approving this Agreement, the Fee Letter and the other Related Documents and the other matters contemplated hereby and thereby, and all other documents, including records of proceedings of the Corporation and the County, instruments, governmental approvals, third party approvals and opinions as the

Bank and its counsel may reasonably request evidencing any other necessary action;

(ii) A certificate of the Corporation and the County stating the names and true signatures of the officers of the Corporation and the County authorized to sign this Agreement, the Fee Letter and the other documents to be delivered by the Corporation and the County hereunder;

(iii) Executed or conformed copies of each of the Related Documents and the Interbank Agreement in form and substance satisfactory to the Bank;

(iv) A letter addressed to the Bank from Note Counsel, entitling the Bank to rely on such firm's approving Note opinion addressed to the Corporation and such other customary matters as the Bank may reasonably request;

(v) (A) Evidence that the rating assigned to the Notes by S&P is A-1+ and by Moody's is P-1; and (B) evidence from Moody's, S&P and Fitch confirming that the underlying unenhanced long-term rating assigned to the Lease Obligation Debt by Moody's is "A1" (or its equivalent), "AA-" (or its equivalent) by S&P and "A+" (or its equivalent) by Fitch (referred to herein as the "*Rating Documentation*");

(vi) The Revolving Note duly executed and delivered by the Corporation to the Bank;

(vii) A certificate of the County setting forth the annual fair rental value of each Component;

(viii) Certificates of the Corporation and the County stating that (A) on the Date of Issuance, no event has occurred and is continuing, or would result from the issuance of the Letter of Credit, which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both; and (B) on the Date of Issuance and after giving effect to the issuance of the Letter of Credit, all representations and warranties of the Corporation and the County contained herein and in the other Related Documents or otherwise made in writing in connection herewith and therewith shall be true and correct with the same force and effect as though such representations and warranties had been made on and as of the Date of Issuance;

(ix) An opinion of the County Counsel, as counsel to the Corporation, in form and substance satisfactory to the Bank and its counsel, and addressed to the Bank;

(x) An opinion of the County Counsel, as counsel to the County, in form and substance satisfactory to the Bank and its counsel, and addressed to the Bank;

(xi) Audited financial statements for the County for the two most recently available fiscal years and the most recent operating budget summaries for the County's General Fund for the current fiscal year;

(xii) Evidence of title insurance on the Components in the form of a CLTA leasehold policy (10-21-87) of title insurance insuring the Trustee, in an amount not less than the Maximum Principal Amount, subject only to such exceptions as shall be acceptable to the Bank, with such endorsements and affirmative coverages as may be reasonably required by the Bank, and otherwise in form and substance satisfactory to the Bank and its counsel and issued by an insurance company acceptable to the Bank and its counsel and authorized to issue such insurance in the State of California;

(xiii) Evidence of the County's current hazard and rental interruption insurance for the Components for a period of at least two (2) years Maximum Base Rental, assuming an interest rate of 10% per annum, and such evidence of insurance shall be satisfactory to the Bank. The Bank shall also have received a certificate from the County stating that the County's current policies of insurance and any self-insurance or alternative risk management programs maintained by the County comply with the provisions of Section 4.3 of the Sublease and Sections 5.1(t) hereof. Any such commercial insurance policies shall be issued by insurers rated "A" or better by Best's or approved by the Bank;

(xiv) A copy of the investment policy of the County;

(xv) Certificates of the Trustee and the Issuing and Paying Agent evidencing the signatures and offices of officers of each executing the Related Documents and with respect to the Issuing and Paying Agent, authorized to draw on the Letter of Credit, and with respect to such other matters as the Bank may reasonably request, and an opinion of counsel to each of the Issuing and Paying Agent and the Trustee, in form and substance satisfactory to the Bank and its counsel, and addressed to the Bank;

(xvi) A written description of all actions, suits or proceedings pending or threatened against the County or the Corporation in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a material adverse effect on either the County's or the Corporation's ability to perform its obligation under this Agreement or any other Related Document and such other statements, certificates, agreements, documents and information with respect thereto as the Bank may reasonably request; and

(xvii) Such other documents, certificates, opinions, approvals and filings with respect to the Related Documents and this Agreement as the Bank may reasonably request.

(b) All other legal matters pertaining to the execution and delivery of this Agreement, the other Related Documents and the execution and delivery of the first installment of the Notes shall be reasonably satisfactory to the Bank and its counsel.

(c) The Corporation shall have made payment to the Bank of all amounts due on the Date of Issuance under Section 7.6 hereof.

(d) Prior to the Date of Issuance, the Bank shall have received evidence that all amounts due and owing to the Previous Banks set forth in applicable invoices received by the County from the Previous Banks not later than seven days prior to the Date of Issuance, have been paid in full and the Previous Letters of Credit have been terminated.

Section 3.2. Conditions Precedent to Each Credit Event. As a condition precedent to the occurrence of each Credit Event hereunder, including the initial Credit Event, the following conditions shall be satisfied on the date of such Credit Event:

(a) no Event of Default shall have occurred and be continuing; and

(b) the representations and warranties made by the Corporation and the County in Article 4 hereof (other than in Sections 4.1(g) and 4.2(g) hereof) shall be true and correct in all material respects on and as of such date, as if made on and as of such date.

On the occurrence of each Credit Event, the Corporation and the County shall be deemed to have represented and warranted that the foregoing conditions precedent have been satisfied.

Section 3.3. No-Issuance Notice; Final Drawing Notice. The Bank may deliver a notice to the Issuing and Paying Agent in the form of (i) Annex H to the Letter of Credit (a “*Final Drawing Notice*”) or (ii) Annex G to the Letter of Credit (a “*No-Issuance Notice*”) at any time that the Bank shall have determined that (i) the conditions precedent to the occurrence of a Credit Event set forth in Section 3.2 hereof have not been satisfied or (ii) an Event of Default shall have occurred and be continuing. Upon receipt of such notice, the Issuing and Paying Agent shall cease authenticating Notes, as provided in the Issuing and Paying Agent Agreement, unless and until such No-Issuance Notice or Final Drawing Notice is rescinded. Any such notice received after 9:00 A.M., Los Angeles time, on any day on which Notes are being issued, shall be deemed to have been received on the next succeeding day. The Bank shall not incur any liability as a result of the Bank’s giving of any No-Issuance Notice or Final Drawing Notice that, in its good faith judgment, the Bank determines to be in accordance with this Section 3.3. Notwithstanding anything in this Section 3.3 which may be to the contrary, a No-Issuance Notice shall not affect the obligation of the Bank to honor demands for payment under the Letter of Credit with respect to Notes authenticated prior to the receipt by the Issuing and Paying Agent of such No-Issuance Notice, and the Issuing and Paying Agent shall continue to have the right to draw under the Letter of Credit to pay the principal of and accrued interest on maturing Notes authenticated prior to the receipt by the Issuing and Paying Agent of such No-Issuance Notice. A No-Issuance Notice or the Final Drawing Notice may be given by facsimile or electronic mail transmission, confirmed in writing within 24 hours, but the failure to so confirm such No-Issuance Notice or

the Final Drawing Notice in writing shall not render such No-Issuance Notice or the Final Drawing Notice ineffective. The Bank will furnish a copy of any No-Issuance Notice or the Final Drawing Notice to the County, Corporation and the Dealers promptly following delivery thereof to the Issuing and Paying Agent, but the failure to furnish any such copy shall not render ineffective such No-Issuance Notice or the Final Drawing Notice.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1. County Representations and Warranties. The County represents and warrants that, as of the date on which this Agreement is executed:

(a) *Existence.* The County is validly existing as a political subdivision of the State, duly organized and created and validly existing under the Constitution of the State with full right and power to own its properties and to carry on its affairs as now being conducted and to pledge the security and to execute, deliver and perform its obligations under this Agreement and each Related Document to which it is a party.

(b) *Authorization; Contravention.* The execution, delivery and performance by the County of this Agreement and the other Related Documents to which it is a party are within the County's powers, have been duly authorized by all necessary action, require no further consent or action by or in respect of, or filing with, any governmental body, agency, official or other Person and do not violate or contravene, or constitute a default under, any provision of applicable law, charter, ordinance or regulation or of any material agreement, judgment, injunction, order, writ, determination, award, decree or material instrument binding upon the County or by which the County or its properties may be bound or affected, or result in the creation or imposition of any lien or encumbrance on any asset of the County (other than pursuant to such enumerated documents). The County is not a party to, or otherwise subject to, any provision contained in any instrument evidencing indebtedness of the County, any agreement relating thereto, or any other contract or agreement (including its charter) that limits the amount of, or otherwise imposes restrictions on, the incurring of obligations of the County that would materially and adversely affect the ability of the County to perform its obligations hereunder or under any other Related Documents to which it is a party.

(c) *Binding Effect.* Assuming due execution by the other parties thereto, this Agreement and the other Related Documents to which the County is a party each constitutes a valid, binding and enforceable agreement of the County, subject to applicable laws affecting creditors' rights generally and general principles of equity regardless of whether such enforceability is considered in a proceeding at law or in equity.

(d) *No Default.* It is not, in any material respect, in breach of or default under its organizational documents, or any applicable law or administrative regulation of the State or of the United States, relating, in each case, to the transactions contemplated

hereby or by the other Related Documents, or any applicable judgment, decree, loan agreement, note, resolution, ordinance or other material agreement to which it is a party or is otherwise subject. Late delivery of financial statements or other reporting documentation shall not be deemed material for purposes of this Section.

(e) *Litigation.* Except as required to be disclosed in writing to the Bank pursuant to Section 5.1(i) hereof prior to the Date of Issuance, there is no action, suit or proceeding pending in which service of process has been completed on the County, or to the best knowledge of the County after due inquiry, threatened against or affecting, the County before any court or arbitrator or any governmental body, agency or official seeking to restrain or enjoin the issuance, sale, execution or delivery of the Notes or in any way contesting or affecting the validity of the Notes or in which there is a reasonable possibility of an adverse decision which could have a material adverse effect on (i) the ability of the County to perform its obligations hereunder or under the Related Documents to which it is a party or (ii) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(f) *No Sovereign Immunity.* The County does not enjoy any rights of immunity on the grounds of sovereign immunity with respect to its obligations hereunder or under any other Related Document to which it is a party or by which it is bound.

(g) *Incorporation of Representations and Warranties by Reference.* As of the Date of Issuance, the County hereby makes to the Bank the same representations and warranties made by the County as are set forth in the Related Documents (other than this Agreement) to which it is a party, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety. No amendment to such representations and warranties or defined terms made pursuant to the Related Documents (other than this Agreement) to which it is a party shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the consent of the Bank.

(h) *No Proposed Legal Changes.* To the best knowledge of the County after due inquiry, there is no amendment, or no proposed amendment certified for placement on a statewide ballot, to the Constitution of the State of California or any published administrative interpretation of the Constitution of the State of California or any State of California law, or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect (i) the execution and delivery of this Agreement or the other Related Documents to which the County is a party, or (ii) the performance by the County of its obligations under this Agreement or the other Related Documents to which the County is a party.

(i) *Offering Memorandum.* The information contained in the Offering Memorandum under the caption [“COUNTY OF LOS ANGELES,”] as of the Date of

Issuance, and as of the date of each issuance of Notes under the Trust Agreement, does not contain any untrue statement of any material fact.

(j) *Title to Property; Sublease.* The County has good and marketable fee simple title to all of the Components, subject only to Permitted Encumbrances. The Sublease is in full force and effect. The County, as lessee under the Sublease, is in peaceable possession of the Property. No waiver, indulgence or postponement of any of the County's obligations under the Sublease has been granted by the Trustee. There exists no event of default or event, occurrence, condition or act that, with the giving of notice, the lapse of time or the happening of any further event or condition, would become a default under the Sublease.

(k) *Disclosure.* Except as disclosed in writing to the Bank prior to the Date of Issuance, there is no fact known to the County, as of the date this representation is made, that would have a material adverse effect on (i) the ability of the County to perform its obligations hereunder or under the other Related Documents to which it is a party or (ii) the enforceability or validity of any of the Related Documents.

(l) *Financial Information.* The consolidated statement of financial position of the County as of June 30, 2012, as well as each CAFR of the County as of any more recent date, delivered to the Bank pursuant to this Agreement, fairly present the financial condition of the County as at such date and the results of the operations of the County for the period ended on such date, all in accordance with generally accepted accounting principles consistently applied, and since the date of such financial information, there has been no change in the business, financial condition, results of operations, or prospects of the County which would materially and adversely affect the ability of the County to perform its obligations hereunder or under any other Related Documents to which it is a party.

(m) *Legal Matters.* The County is in material compliance with all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction over the County, non-compliance with which would materially and adversely affect the ability of the County to perform its obligations hereunder or under any other Related Documents to which it is a party.

(n) *Environmental Laws.* Except as otherwise disclosed to the Bank prior to the Date of Issuance and to the best knowledge of County after due inquiry, with respect to each of the Components, the County is in material compliance with all applicable Environmental Laws (except to the extent non-compliance would have no material adverse effect on the annual fair market rental value of any such Component) of which compliance includes, but is not limited to, the possession by the County of all material permits and other governmental authorization required under applicable Environmental Laws, and compliance with the terms and conditions thereof. To its knowledge after due inquiry, the County has not received any written communication that alleges that the County is not in such compliance.

(o) *ERISA*. The County does not maintain or contribute to, and has not maintained or contributed to, any Plan that is subject to Title IV of ERISA.

(p) *Regulations U and X*. The County is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System); and no proceeds of the Notes will be used to extend credit to others for the purpose of purchasing or carrying any margin stock, or for any other purpose that would violate Regulation U or X issued by the Board of Governors of the Federal Reserve System.

(q) *No Tax or Fee*. Neither the execution or delivery of this Agreement or the advance of any amounts pursuant to this Agreement will give rise to any tax or fee imposed by any local or state agency or governmental body.

(r) *Usury*. The terms of this Agreement and the Related Documents regarding calculation and payment of interest and fees do not violate any applicable usury laws.

(s) *Solvency*. The County is solvent.

(t) *Essentiality*. The Property is an essential asset of the County necessary to serve the needs of the residents of the County. The County believes that at all times while any Rental Payments or any obligation of the County under the Related Documents remains unpaid, the Property will remain an essential asset of the County.

(u) *Fair Rental Value*. The total Rental Payments for the Property do not exceed the fair rental value of the Property. 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 which will accrue to the County and the general public.

Section 4.2. Corporation Representations and Warranties. The Corporation represents and warrants that, as of the date on which this Agreement is executed:

(a) *Existence*. The Corporation is validly existing as a non-profit public benefit corporation under the laws of the State, including the State Constitution, with full right and power to own its properties and to carry on its affairs as now being conducted and to issue the Notes, to pledge the security and to execute, deliver and perform its obligations under this Agreement and each Related Document to which it is a party.

(b) *Authorization; Contravention*. The execution, delivery and performance by the Corporation of this Agreement, the Revolving Note and the other Related Documents to which it is a party are within the Corporation's powers, have been duly authorized by all necessary action, require no further consent or action by or in respect of, or filing with (except as has previously been made), any governmental body, agency,

official or other Person and do not violate or contravene, or constitute a default under, any provision of applicable law, articles of incorporation, bylaws, ordinance or regulation or of any material agreement, judgment, injunction, order, writ, determination, award, decree or material instrument binding upon the Corporation or by which the Corporation or its properties may be bound or affected, or result in the creation or imposition of any lien or encumbrance on any asset of the Corporation (other than pursuant to such enumerated documents). The Corporation is not a party to, or otherwise subject to, any provision contained in any instrument evidencing indebtedness of the Corporation, any agreement relating thereto, or any other contract or agreement (including its articles of incorporation and bylaws) that limits the amount of, or otherwise imposes restrictions on, the incurring of obligations of the Corporation that would materially and adversely affect the ability of the Corporation to perform its obligations hereunder or under any other Related Documents to which it is a party.

(c) *Binding Effect.* Assuming due execution by the other parties thereto, this Agreement and the other Related Documents to which the Corporation is a party each constitutes a valid, binding and enforceable agreement of the Corporation, subject to applicable laws affecting creditors' rights generally and general principles of equity regardless of whether such enforceability is considered in a proceeding at law or in equity.

(d) *No Default.* It is not, in any material respect, in breach of or default under its articles of incorporation or its bylaws or other similar documents, or any applicable law or administrative regulation of the State or of the United States, relating, in each case, to the issuance of debt securities by it, or any applicable judgment, decree, loan agreement, note, resolution, ordinance or other material agreement to which it is a party or is otherwise subject. Late delivery of financial statements or other reporting documentation shall not be deemed material for purposes of this Section.

(e) *Litigation.* Except as required to be disclosed in writing to the Bank pursuant to Section 5.1(i) hereof prior to the Date of Issuance, there is no action, suit or proceeding pending in which service of process has been completed on the Corporation, or to the best knowledge of the Corporation after due inquiry, threatened against or affecting, the Corporation before any court or arbitrator or any governmental body, agency or official seeking to restrain or enjoin the issuance, sale, execution or delivery of the Notes or in any way contesting or affecting the validity of the Notes or in which there is a reasonable possibility of an adverse decision which could have a material adverse effect on (i) the ability of the Corporation to perform its obligations hereunder or under the Related Documents to which it is a party or (ii) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(f) *No Sovereign Immunity.* The Corporation does not enjoy any rights of immunity on the grounds of sovereign immunity with respect to its obligations hereunder or under any other Related Document to which it is a party or by which it is bound.

(g) *Incorporation of Representations and Warranties by Reference.* As of the Date of Issuance, the Corporation hereby makes to the Bank the same representations and warranties made by the Corporation as are set forth in the Related Documents (other than this Agreement) to which it is a party, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety. No amendment to such representations and warranties or defined terms made pursuant to the Related Documents (other than this Agreement) to which it is a party shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the consent of the Bank.

(h) *No Proposed Legal Changes.* To the best knowledge of the Corporation after due inquiry, there is no amendment, or no proposed amendment certified for placement on a statewide ballot, to the Constitution of the State of California or any published administrative interpretation of the Constitution of the State of California or any State of California law, or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect (i) the execution and delivery of this Agreement or the other Related Documents to which the Corporation is a party, or (ii) the performance by the Corporation of its obligations under this Agreement or the other Related Documents to which the Corporation is a party.

(i) *Offering Memorandum.* The information contained in the Offering Memorandum under the caption [**“LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION,”**] as of the Date of Issuance, and as of the date of each issuance of Notes under the Trust Agreement, does not contain any untrue statement of any material fact.

(j) *Title to Property.* The Corporation has good and marketable leasehold title to all of the Components pursuant to the Site Lease. The Site Lease is in full force and effect. The Corporation, as lessee under the Site Lease, is in peaceable possession of the Property. No waiver, indulgence or postponement of any of the Corporation’s obligations under the Site Lease has been granted by the County. There exists no event of default or event, occurrence, condition or act that, with the giving of notice, the lapse of time or the happening of any further event or condition, would become a default under the Site Lease.

(k) *Disclosure.* Except as disclosed in writing to the Bank prior to the Date of Issuance, there is no fact known to the Corporation that would have a material adverse effect on (i) the ability of the Corporation to perform its obligations hereunder or under the other Related Documents to which it is a party or (ii) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(l) *Usury.* The terms of this Agreement and the Related Documents regarding calculation and payment of interest and fees do not violate any applicable usury laws.

(m) *Legal Matters.* The Corporation is in material compliance with all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction over the Corporation, non-compliance with which would materially and adversely affect the ability of the Corporation to perform its obligations hereunder or under any other Related Documents to which it is a party.

(n) *Pledged Property.* The Trust Agreement creates a valid security interest in the Pledged Property as security for the punctual payment and performance of the obligations of the Corporation under this Agreement and under the Revolving Note.

(o) *Regulations U and X.* The Corporation is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System); and no proceeds of the Notes will be used to extend credit to others for the purpose of purchasing or carrying any margin stock, or for any other purpose that would violate Regulation U or X issued by the Board of Governors of the Federal Reserve System.

(p) *No Tax or Fee.* Neither the execution or delivery of this Agreement or the advance of any amounts pursuant to this Agreement will give rise to any tax or fee imposed by any local or state agency or governmental body.

(q) *ERISA.* The Corporation does not maintain or contribute to, and has not maintained or contributed to, any Plan that is subject to Title IV of ERISA.

(r) *Solvency.* The Corporation is solvent.

ARTICLE V

COVENANTS

Section 5.1. Covenants. The Corporation and the County each agrees that so long as the Letter of Credit remains outstanding or any amount payable hereunder remains unpaid:

(a) *Information.* The County and the Corporation will prepare or cause to be prepared and deliver to the Bank the following:

(i) as promptly as available (and in any event within 270 days following the end of each Fiscal Year of the County), the complete Comprehensive Annual Financial Report (“CAFR”) of the County, certified as to the fairness of presentation and conformity with generally accepted accounting principles by a recognized firm of independent certified public accountants;

(ii) concurrently with the delivery of each CAFR pursuant to (a)(i) above, upon the request of the Bank, a certificate from a County Representative certifying that such County Representative has no knowledge of any event which

constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both, that has occurred and is continuing and a certificate from a the Corporation Representative certifying that such the Corporation Representative has no knowledge of any event which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both, that has occurred and is continuing;

(iii) upon the request of the Bank, within ninety (90) days of proposal or adoption (as the case may be) of the most recently proposed or adopted annual operating budget of the County (as the case may be) with respect to the County's General Fund, evidence that such annual operating budget with respect to the County's General Fund includes therein all Minimum Required Rental Payments and Additional Payments due during such period, if not otherwise paid from capitalized interest funded by proceeds of the Notes; and

(iv) such other information respecting the affairs, conditions and/or operations, financial or otherwise, of the County or the Corporation, as the Bank may from time to time reasonably request.

All factual information hereinafter delivered by the Corporation or the County in writing to the Bank will be, to the knowledge of the authorized person delivering such information after reasonable inquiry, accurate and complete in all material respects on the date as of which such information is certified.

(b) *Amendments to Related Documents.* Without the prior written consent of the Bank, the Corporation and the County will not agree or consent to any amendment, supplement, waiver or modification of any provision of any Related Document to which the Corporation or the County is a party that affects the rights, interests, security or remedies of the Bank hereunder.

[(c) *Incorporation of Covenants by Reference.* The Corporation and the County each agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the Related Documents to which it is a party, which provisions, as well as related defined terms contained herein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety. To the extent that any such incorporated provision permits any Person to waive compliance with or consent to such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to any Person, for purposes of this Agreement, such provision shall be complied with only if it is waived or consented to by the Bank and such document, opinion or other instrument shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Bank.]

(d) *Dealers; Issuing and Paying Agent.* The Corporation and the County will not, without the prior written consent of the Bank (which consent shall not be unreasonably withheld or delayed), appoint or permit the appointment of a successor Dealer or Issuing and Paying Agent. The Corporation and the County shall at all times maintain one or more Dealers and an Issuing and Paying Agent under the Trust Agreement. The Corporation and the County shall cause the Dealers and the Issuing and Paying Agent to market, issue, and deliver, as applicable, Notes up to the Maximum CP Rate. If any Dealer fails to sell the Notes for sixty (60) consecutive days, then the Corporation and the County agree, at the written request of the Bank, to cause the applicable Dealer to be replaced with a Dealer reasonably satisfactory to the Bank. Any dealer agreement with a successor Dealer shall provide that (a) such dealer may resign upon at least 60-days prior written notice to the County, Issuing and Paying Agent and the Bank and (b) such dealer shall use its best efforts to sell the Notes up to the Maximum CP Rate.

(e) *Outstanding Notes Plus All Interest to Accrue Thereon Not to Exceed Stated Amount; No Issuance after Receipt of No-Issuance Notice.* (i) The Corporation will instruct the Issuing and Paying Agent not to authenticate or deliver any Note if, immediately after the authentication and delivery of, and receipt of payment for, such Note, the sum of (1) the face value of all discount Notes and (2) the principal amount of all outstanding non-discount Notes plus all interest to accrue on such non-discount Notes to the maturity date thereof, would exceed the Stated Amount. (ii) The Corporation will not instruct the Issuing and Paying Agent to authenticate or deliver any Note if the Issuance and Paying Agent has received a No-Issuance Notice or Final Drawing Notice, unless and until such No-Issuance Notice or Final Drawing Notice is rescinded.

(f) *Defaults.* The Corporation and the County will promptly (and in any event within ten Business Days after becoming aware thereof) notify the Bank of the occurrence of any Default or Event of Default, specifying the details of such Event of Default and, to the extent a determination has been made, the action that the Corporation proposes to take with respect thereto.

(g) *Books, Records.* The Corporation and the County will permit, during normal business hours and from time to time, upon reasonable prior notice, the Bank or any of its agents or representatives to examine and make copies of and abstracts from the records and books of account of the Corporation and the County, respectively (except records and books of accounts the examination of which by the Bank is prohibited by law), and to discuss the affairs, finances and accounts of the Corporation and the County with any representative or any other appropriate officer of the Corporation and the County or the Corporation's or the County's independent public accountants. Without limiting the foregoing, upon reasonable prior notice the Corporation shall permit the Bank to visit and inspect any of the Property during regular business hours as often as the Bank may reasonably request.

(h) *Other Obligations.* The Corporation and the County will each comply with and observe all other obligations and requirements set forth in the Trust Agreement

and each other Related Document to which it is a party (including without limitation all provisions therein for the benefit of the Bank) in all material respects and in all laws, statutes and regulations binding upon it, noncompliance with which would materially adversely affect the Corporation's or the County's ability to perform its respective obligations under the Notes, this Agreement or any of the other Related Documents.

(i) *Litigation; Material Change.* The Corporation and the County shall promptly notify the Bank of (i) the existence and status of any litigation which individually or in the aggregate could, in the event of an unfavorable outcome, or (ii) the occurrence of any other event or change which could have a material adverse effect on (A) the ability of the Corporation or the County to perform their respective obligations hereunder or under the other Related Documents or (B) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(j) *Repayment of Drawings.* On and after the date of any drawing on the Letter of Credit, the Corporation will use its best efforts to cause the Dealer to sell Notes as soon as practicable and to use the proceeds of the sale of such Notes to repay such drawing.

(k) *Obligations under Related Documents.* The Corporation and the County shall take all actions as may be reasonably requested by the Bank to enforce the obligations under the Related Documents of each of the other parties thereto.

(l) *Replacement of Certain Entities.* The Corporation shall obtain the prior written consent of the Bank to the replacement of the Issuing and Paying Agent or the Dealer, which consent shall not be unreasonably withheld or delayed. The Corporation and the County shall provide the Bank with prior written notice of the replacement of any other entity that is a party to a Related Document.

(m) *Limitation on Voluntary Liens.* The Corporation and the County shall not create a pledge, lien or charge on any part of the Property or the Pledged Property, other than Permitted Encumbrances and other than the lien in favor of holders of the Notes and the Bank; *provided, further,* that in no event shall any pledge, lien or charge on the Property or Pledged Property securing any swap termination or payments provided for pursuant to any Swap Contract be first in priority to the pledge, lien or charge on any part of the Property or the Pledged Property or any other obligation owed the Bank hereunder. The County and the Corporation covenant (i) to keep the Components and all parts thereof free from judgments, and materialmen's and mechanics' liens, claims, demands, encumbrances, liabilities and other liens of whatever nature or character, which, in each case, might hamper the County in utilizing the Components; and (ii) promptly, upon request of the Bank, to take such action from time to time as may be reasonably necessary or proper to remedy or cure any cloud upon or defect in the title to the Components or any part thereof, whether now existing or hereafter developing, to prosecute all actions, suits, or other proceedings as may be reasonably appropriate for such purpose.

(n) *County and the Corporation to Maintain Existence.* The Corporation agrees that it will maintain its existence as a California nonprofit public benefit corporation. The County agrees that it will maintain its existence as a political subdivision under its charter and the laws of the State.

(o) *Further Assurances.* The County and the Corporation will execute, acknowledge where appropriate, and deliver from time to time promptly at the request of the Bank all such instruments and documents as in the opinion of the Bank are reasonably necessary or desirable to carry out the intent and purposes of this Agreement.

(p) *No Impairment.* The County and the Corporation will not take any action, or cause or permit the Trustee or the Issuing and Paying Agent to take any action, under the Trust Agreement, the Sublease or any other Related Document inconsistent with the rights and remedies of the Bank under this Agreement.

(q) *Lease Payments.* The County and the Corporation will not issue or authorize the issuance of any obligation payable from the Rental Payments (as defined in the Sublease) due under the Sublease other than the Notes and the Revolving Note.

(r) *References to the Bank.* Except as may be required by law (including federal and state securities laws), the County and the Corporation will not include any information concerning the Bank (other than identifying the Bank as a party to its contracts with the County and the Corporation) that is not supplied in writing, or otherwise consented to, by the Bank expressly for inclusion therein, in any written or published materials (other than the County's staff reports, annual statements, audited financial statements and rating agency presentations) without the prior written consent of the Bank; provided that, without the prior written consent of the Bank, the County may identify the Bank as the issuer of the Letter of Credit and a party to this Agreement, the Stated Amount of the Letter of Credit, the expiration date of the Letter of Credit and that the Corporation's and the County's obligations under this Agreement and the Fee Letter are secured by Pledged Property, in other disclosure documents of the County, so long as no other information relating to the Agreement, the Fee Letter or the Bank is disclosed in such offering documents without the prior written consent of the Bank.

(s) *Title Insurance.* Title insurance shall be provided and maintained in the manner and in form and substance as set forth in the Sublease; *provided* that notwithstanding anything contained in the Sublease or any other Related Document to the contrary, any policy of title insurance shall be subject only to such exceptions as shall be acceptable to the Bank, with such endorsements and affirmative coverages as may be reasonably required by the Bank pursuant to Section 3.1(a)(xii) hereof, including the CLTA/Bondholder endorsement (Form 112.2) and the Tie-In endorsement, and otherwise in form and substance satisfactory to the Bank and its counsel and issued by an insurance company acceptable to the Bank and its counsel and authorized to issue such insurance in the State.

(t) *Maintenance of Insurance.* Insurance shall be provided and maintained in the manner and in form and substance as set forth in the Sublease.

(u) *Covenants and Legal Duties.* Subject to Section 3.1(g) of the Sublease, the County agrees to include all Minimum Required Rental Payments and Additional Rental due under the Sublease in each Fiscal Year in its annual budget and to make the necessary annual appropriations for all such Minimum Required Rental Payments and Additional Rental, and for all Minimum Supplemental Rental Payments, if any, subject to Section 3.5 of the Sublease. The covenants on the part of the County herein contained and in the Sublease 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 such covenants and agreements.

(v) *Use of Proceeds.* The Corporation shall cause the Issuing and Paying Agent to use the proceeds of drawings made under the Letter of Credit to be expended solely to pay the principal of and interest on maturing Notes.

(w) *Ratings.* (i) The County shall give written notice to the Bank as soon as practicable of the decrease, withdrawal or suspension of any rating maintained by the County at Moody's, Fitch or S&P in respect of its unenhanced Lease Obligation Debt; and (ii) the County shall cause to be maintained at least one long-term unenhanced rating on its Lease Obligation Debt by Moody's or S&P.

(x) *Voluntary Rent Abatement.* Except as required by law and the terms of the Sublease, the County shall not seek or assert a claim for abatement of rental payments under the Sublease.

(y) *Additional Rights.* In the event that the County shall enter into or otherwise consent to (A) any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, bond purchase agreement or other agreement or instrument (or any amendment, supplement or other modification thereof) under which, directly or indirectly, any Person or Persons undertake(s) (each a "Provider") to make or provide funds to make payment of, or to purchase or provide credit or liquidity enhancement for or with respect to any Debt secured by, payable from or relating to the Sublease, Pledged Property or Rental Payments (each a "Bank Agreement"), which Bank Agreement (i) contains covenants that are more restrictive on the part of the County or the Corporation than those contained in this Agreement, (ii) contains events of default and/or remedies that are more favorable to the Provider under such Bank Agreement than those contained in this Agreement and/or (iii) provides that any outstanding principal, advance, loan or drawing thereunder may or shall be amortized over a period shorter than the Amortization Period set forth in Section 2.6(b) hereof (collectively, the "Additional Rights") or (B) any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, bond purchase agreement or other agreement or instrument (or any

amendment, supplement or other modification thereof) under which, directly or indirectly, any Provider undertakes to make or provide funds to make payment of, or to purchase or provide credit or liquidity enhancement for or with respect to any Debt of the County (each a “*County Agreement*”) which provides that any dispute arising under or relating to such County Agreement shall be subject to judicial reference pursuant to California Code of Civil Procedure Section 638 (or any successor provision thereof) (each a “*Judicial Reference Provision*”), such Additional Rights and/or Judicial Reference Provision, as applicable, shall automatically be deemed to be incorporated into this Agreement and the Bank shall have the benefits of such Additional Rights and/or Judicial Reference Provision, as applicable. Upon entering into or consenting to any Bank Agreement or County Agreement, the County and the Corporation shall promptly enter into an amendment to this Agreement to include such Additional Rights and/or Judicial Reference Provision, as applicable, *provided* that the Bank shall maintain the benefit of such Additional Rights and/or Judicial Reference Provision, as applicable, even if the County and/or the Corporation fails to provide such amendment. If the County shall amend any such Bank Agreement or County Agreement such that it no longer provides for such Additional Rights (except for waivers of such Additional Rights), then, without the consent of the Bank, this Agreement shall automatically no longer contain the Additional Rights thereunder and the Bank shall no longer have the benefits of any such Additional Rights.

(z) *Immunity.* To the fullest extent permitted by law, each of the Corporation and the County agrees not to assert the defense of immunity (on the grounds of sovereignty or otherwise) in any proceeding by the Bank to enforce any of the obligations of the Corporation or the County under this Agreement or any other Related Document.

(aa) *ERISA.* The Corporation will comply in all material respects with Title IV of ERISA, if, when and to the extent applicable.

(bb) *Alternate Letter of Credit.* (i) The Corporation and the County agree to use their best efforts to obtain an Alternate Credit Facility for the Letter of Credit or refinance or refund the Notes in the event that (x) the Bank decides not to extend the Letter of Credit Expiration Date (such replacement to occur on the then current Letter of Credit Expiration Date) or (y) the Letter of Credit shall otherwise terminate in accordance with its terms.

(ii) The Corporation and the County shall not permit an Alternate Credit Facility to become effective with respect to less than all of the Notes without the prior written consent of the Bank.

(cc) *Successor Providers.* The Corporation and the County agree that any future Bank Agreement will require, as a condition to the effectiveness of such Bank Agreement, that the Provider(s) under such Bank Agreement are party to the Interbank Agreement (by executing a joinder or similar agreement acceptable to the other parties to the Interbank Agreement) in a manner and substance acceptable to the other parties to the Interbank Agreement at such time.

(dd) *CUSIP*. Upon request of the Bank, the Corporation shall, at its own expense, take all steps necessary to (i) obtain (within two Business Days of such request) a CUSIP number from Standard & Poor's CUSIP Service for the Revolving Note and (ii) obtain (within thirty (30) days of such request) an Investment Grade rating for the Revolving Note and its CUSIP from at least one Rating Agency.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.1. Events of Default. The occurrence of any of the following events shall be an "Event of Default" hereunder:

(a) The Corporation or the County shall fail to pay (i) any Reimbursement Obligation or interest thereon as and when due hereunder, subject to the proviso in Section 2.6(c) hereof, or (ii) any other Obligation as and when due hereunder or under the Fee Letter and the continuation of such failure for a period of 30 days after written notice thereof;

(b) The Corporation or the County shall default in the performance of any of the covenants set forth in Section 5.1(b), (d), (h), (m), (n), (q), (s), (t), (u), (v), (w)(ii) or (z) hereof;

(c) The Corporation or the County shall default in the performance of any other material term, covenant or agreement set forth herein or in the Fee Letter and such failure shall continue for a period of 30 days after written notice thereof shall have been given to the Corporation or the County, as applicable, by the Bank;

(d) Any representation, warranty, certification or material statement made by the Corporation or the County (or incorporated by reference) in this Agreement or by the Corporation or the County in any other Related Document or in any certificate, financial statement or other document delivered pursuant to this Agreement or any other Related Document shall prove to have been incorrect in any material respect when made;

(e) The County shall (A) fail to make any payment on any Material County Debt (other than the Notes) or any interest or premium thereon when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the later of (1) three calendar days following the due date for such payment or (2) the applicable grace period, if any, specified in the agreement or instrument relating to such Material County Debt; or (B) fail to perform or observe any material term, covenant or condition on its part to be performed or observed under any agreement or instrument relating to any Material County Debt when required to be performed or observed, and such failure shall not be waived and shall continue after the applicable grace period, if any, specified in such agreement or instrument, but only if such failure shall have resulted in the acceleration of the maturity of such Material County Debt; or (C) any Material County Debt shall be declared to be due and payable or

be required to be prepaid (other than by a regularly scheduled required prepayment or an optional prepayment), prior to the stated maturity thereof; *provided, however*, that in the case of clause (A) or (B) any such failure shall not be considered an Event of Default hereunder if the same is being contested in good faith and by appropriate proceedings and such contest shall operate to stay the acceleration of the maturity of such Material County Debt;

(f) The Corporation or the County shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of its or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall declare a moratorium, or shall take any action to authorize any of the foregoing;

(g) A case or other proceeding shall be commenced against the Corporation or the County seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against the Corporation or the County under the federal bankruptcy laws as now or hereafter in effect, or any writ, judgment, warrant of attachment, execution or similar process shall be issued or levied against a substantial part of the property, assets or business of the Corporation or the County, and such proceedings or petition shall not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process shall not be stayed, released, appealed, vacated or fully bonded, within the time permitted by law after commencement, filing or levy, as the case may be;

(h) Any material provision of this Agreement, the Fee Letter or any other Related Document shall cease for any reason whatsoever to be a valid and binding agreement of the Corporation or the County, or the Corporation or the County shall contest the validity or enforceability thereof;

(i) Any pledge or security interest created hereunder or under the Trust Agreement to secure any amounts due under this Agreement or the Fee Letter shall fail to be valid or fully enforceable;

(j) An event of default shall occur under any of the Related Documents (other than this Agreement) or the County shall fail to make any payment under the Sublease when and as due;

(k) The long-term unenhanced rating by Moody's, Fitch or S&P on any Lease Obligation Debt of the County shall be withdrawn, suspended or otherwise unavailable

for credit related reasons or reduced below “Baa3” (or its equivalent), “BBB-” (or its equivalent) or “BBB-” (or its equivalent), respectively;

(l) One or more final, nonappealable judgments or orders for the payment of money in the aggregate amount of \$50,000,000 or more shall be rendered against the County and such judgment or order shall continue unsatisfied and unstayed for a period of ninety (90) days; or

(m) Any “*Event of Default*” as defined in any of the Other Bank Agreements shall have occurred.

Section 6.2. Upon an Event of Default. If any Event of Default shall have occurred and be continuing, the Bank may, by notice to the Corporation and the Issuing and Paying Agent, (i) issue a No-Issuance Notice, (ii) issue the Final Drawing Notice (the effect of which shall be to cause the Termination Date of the Letter of Credit to occur on the 15th day after the date of receipt thereof by the Issuing and Paying Agent), (iii) declare the Revolving Note, in whole or in part, and all or some Principal Advances and Term Loans, as well as any other Obligation, and all interest thereon to be a Default Advance hereunder due and payable in the manner set forth in and subject to Section 2.6 hereof, or (iv) take any other action permitted by equity or law. Notwithstanding anything to the contrary contained in the preceding sentence, upon the occurrence or existence of an Event of Default of the type described in Section 6.1(f) or (g), the remedies described in the foregoing clause (iii) shall occur immediately and automatically without notice or further action on the part of the Bank or any other person and the remedy described in the foregoing clauses (i) and (ii) shall occur by the giving of notice only to the Issuing and Paying Agent. Anything in Article 2 hereof the contrary notwithstanding, from and after the occurrence an Event of Default, all Reimbursement Obligations shall bear interest at the Default Rate. Upon any action by the Bank as contemplated in the foregoing clauses (i) and (ii), the Stated Amount shall be permanently reduced upon, and by the amount of, each Drawing under the Letter of Credit following the occurrence of an Event of Default. Notwithstanding the foregoing, the occurrence of an Event of Default shall not affect the Bank’s obligation under the Letter of Credit with respect to Notes that are outstanding at the time of the occurrence of such Event of Default, and the Issuing and Paying Agent shall continue to have the right to draw under the Letter of Credit to pay the principal of and accrued interest on maturing Notes that are outstanding at the time of the occurrence of such Event of Default.

Nothing contained in Section 6.2 shall result in, or be construed to require, an acceleration of Base Rental under the Sublease and nothing contained in this Section 6.2 is intended to abrogate abatement of Base Rental made in accordance with the terms of the Sublease. Nothing contain in Section 6.2 shall abrogate the obligation of the Bank to honor properly presented and conforming Drawings under the Letter of Credit prior to the termination of the Letter of Credit in accordance with its terms.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Amendments and Waivers. No amendment, change, discharge or waiver of any provision of this Agreement or the Fee Letter, nor consent to any departure by the Corporation or the County therefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Corporation or the County in any case shall entitle the Corporation or the County, as the case may be, to any other or further notice or demand in the same, similar or other circumstances.

Section 7.2. Notices. All notices and other communications provided for hereunder shall be in writing (including facsimiles) and mailed or faxed or delivered:

If to the Corporation: Los Angeles County Capital Asset Leasing Corporation
500 West Temple Street, Room 432
Los Angeles, California 90012
Attention: Treasurer and Tax Collector
Facsimile: (213) 625-2249
Telephone: (213) 974-7175

if to the County: County of Los Angeles, California
500 West Temple Street, Room 432
Los Angeles, California 90012
Attention: Treasurer and Tax Collector
Facsimile: (213) 625-2249
Telephone: (213) 974-7175

if to the Bank: U.S. Bank National Association
15910 Ventura Blvd., Suite 1712
Encino, California 91436
Attention: Kenneth Haber
Telephone: (818) 817-7235
Facsimile: (818) 789-3041
Email: kenneth.haber@usbank.com

with a copy to

U.S. Bank National Association
633 W. 5th Street, 25th Floor
Los Angeles, California 90071
Attention: Ashley Martin
Telephone: (310) 717-5900
Facsimile: (213) 615-6248
Email: ashley.martinl@usbank.com

if to the Issuing
and Paying Agent:

Deutsche Bank National Trust Company
1761 E. Saint Andrew Place
Santa Ana, California 92705
Attention: Trust and Securities Services
(Municipal Group)
Telephone: [_____]
Facsimile: [_____]

if to the Trustee:

Deutsche Bank National Trust Company
1761 E. Saint Andrew Place
Santa Ana, California 92705
Attention: Trust and Securities Services
(Municipal Group)
Telephone: [_____]
Facsimile: [_____]

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and communications shall, when mailed or faxed, be effective when deposited in the mails or faxed, respectively, addressed as aforesaid, except that notice to the Bank pursuant to the provisions of Article II shall not be effective until received by the Bank.

Section 7.3. No Waiver; Remedies. No failure on the part of the Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. No notice to or demand on the Corporation or the County in any case shall entitle the Corporation or the County to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the Bank to any other or further action in any circumstances without notice or demand. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 7.4. Indemnification. (a) In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, the Corporation and the County each hereby agrees (to the fullest extent permitted by law) to indemnify and hold harmless the Bank and its officers, directors, employees and agents (the "*Indemnified Parties*") from and against any and all claims, damages, losses, liabilities, costs or expenses which such Indemnified Parties may incur (including, without limitation, reasonable attorneys fees) or which may be claimed against such Indemnified Parties by any person or entity whosoever by reason of or in connection with (i) the offering, sale, remarketing or resale of the Notes (including, without limitation, by reason of any untrue statement or alleged untrue statement of any material fact contained or incorporated by reference in the Related Documents or in any supplement or amendment to the Offering Memorandum or any similar disclosure document (other than in connection with a description of the Bank which has been provided by the Bank expressly for use in the Offering Memorandum), or the omission or alleged omission to state therein a material fact necessary to make such statements, in the light of the circumstances

in which they are or were made, not misleading (other than in connection with a description of the Bank which has been provided by the Bank expressly for use in the Offering Memorandum); (ii) the validity, sufficiency, enforceability or genuineness of any Related Document; (iii) the issuance of the Letter of Credit or the use of any proceeds of the Letter of Credit; (iv) the execution, delivery and performance of this Agreement or any other Related Document, or the making or the failure to honor a properly presented and conforming drawing under the Letter of Credit; or (v) any Property; *provided, however*, neither the Corporation nor the County, shall be required to indemnify an Indemnified Party pursuant to this Section 7.4(a) for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Bank. Nothing under this Section 7.4 is intended to limit the Corporation's or the County's payment of the Obligations.

(b) To the extent not prohibited by applicable law, the Corporation and the County agree to indemnify and hold the Bank harmless (on a net after-tax basis) from any present or future claim or liability for stamp, transfer, documentary, excise or other similar tax and any penalties or interest with respect thereto, which may be assessed, levied or collected by any jurisdiction in connection with the execution, delivery and performance of, or any payment made under, this Agreement, the Notes and the other Related Documents, or any amendment thereto.

(c) The obligations of the Corporation and the County under this Section 7.4 shall survive the payment of the Obligations and the termination of this Agreement.

Section 7.5. Liability of the Bank. Neither the Bank nor any of its officers, directors, employees or agents shall be liable or responsible for (i) the use which may be made of the proceeds of any Notes or any drawings under the Letter of Credit, (ii) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon (other than the validity as against the Bank of any agreement to which the Bank is a party), even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged, (iii) the lack of validity or enforceability of this Agreement, the Notes, any other Related Document or any other agreement or instrument relating thereto (other than the validity or enforceability as against the Bank of any agreement to which the Bank is a party), (iv) payment by the Bank against presentation of documents that do not comply strictly with the terms of the Letter of Credit, including failure of any documents to bear any reference or adequate reference to the Letter of Credit, (v) errors, omissions, interruptions or delays in transmission or delivery of any messages, by telex, mail, cable, telegraph, facsimile or otherwise, whether or not they have been in cipher, including any drawings under the Letter of Credit, (vi) errors in interpretation of technical terms, (vii) any consequences arising from causes beyond the control of the Bank, including, without limitation, any acts of governmental entities, or (viii) any other circumstances whatsoever in making or failing to make payment under the Letter of Credit; *provided*, that the Corporation and the County shall have claims against the Bank, and the Bank shall be liable to the Corporation and the County to the extent of any direct, as opposed to consequential, special, punitive, exemplary or indirect damages suffered by the Corporation or the County which the Corporation and the County prove were caused by the Bank's willful misconduct or gross negligence. In furtherance and not in limitation of the foregoing, the Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information (other than actual knowledge to the contrary) to the contrary.

Section 7.6. Expenses; Documentary Taxes. The Corporation shall pay or cause to be paid (a) fees and document production costs and disbursements of Chapman and Cutler LLP, special counsel for the Bank, in connection with the preparation of this Agreement, the Fee Letter and the Letter of Credit, (b) all reasonable out-of-pocket travel and other expenses incurred by the Bank in connection with this Agreement and the Letter of Credit, (c) all reasonable out-of-pocket expenses of the Bank, including fees and disbursements of counsel, in connection with any waiver or consent hereunder or any amendment hereof or any Default or alleged Default hereunder, and (d) all reasonable out-of-pocket expenses incurred by the Bank, including fees and disbursements of counsel, in connection with any Event of Default or any investigation or enforcement proceedings with respect to this Agreement or any Related Document. The Corporation shall reimburse the Bank for any transfer taxes, documentary taxes, assessments or charges made by any governmental authority by reason of the execution a delivery of this Agreement or any Related Document or the acquisition or disposition by the Bank of the Revolving Note pursuant to this Agreement.

Section 7.7. Binding Effect. (a) This Agreement shall become effective when it shall have been executed by the Corporation, the County and the Bank and thereafter shall be binding upon and inure to the benefit of the Corporation, the County and the Bank and their respective successors and assigns, except that the Corporation and the County shall not have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of the Bank.

(b) The Bank shall have the right at any time to sell, assign, grant or transfer participations in all or part of the Letter of Credit and the obligations of the Corporation and the County hereunder and under the other Related Documents to any Participant Bank without the consent of the Corporation or the County, *provided* that no such action by the Bank shall relieve the Bank of its obligations under the Letter of Credit. The Bank may disclose to any Participant Bank or prospective Participant Bank any information or other data or material in the Bank's possession relating to this Agreement, any other Related Document, the Corporation, the County and the Property, without the consent of the Corporation or the County, *provided* that if required by the Corporation or the County, the Participant Bank or prospective Participant Bank shall certify to the Corporation and/or the County, as the case may be, that the information provided by the Bank is being used solely to assist the Participant Bank or prospective Participant Bank in evaluating its position as a Participant Bank in the Letter of Credit. No Participant Bank shall be entitled to receive any greater payment under Section 2.8 hereof than the Bank would have been entitled to receive with respect to the rights and obligations hereunder transferred. Notwithstanding any participation granted by the Bank pursuant hereto, the Corporation and the County shall continue to deal solely and exclusively with the Bank in connection with the respective rights and obligations of the Corporation, the County and the Bank hereunder and under the other Related Documents, the grant of such participation interest shall not limit the obligations of the Bank hereunder and the Bank will continue to serve as the only contact for the Corporation and the County for all matters relating to this Agreement.

Section 7.8. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the

remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 7.9. Approvals. The Bank hereby approves with respect to the Notes, Deutsche Bank National Trust Company as Issuing and Paying Agent, and [REDACTED] as Dealers.

Section 7.10. Governing Law and Jurisdiction. (a) This Agreement shall be governed by, and construed in accordance with, the internal laws of the State.

(b) Each of the parties hereto hereby submits to the exclusive jurisdiction of any federal or state court of competent jurisdiction in the State for the purpose of any suit, action or other proceeding arising out of or relating to this Agreement or any other Related Document; service of process may be accomplished by registered mail, return receipt requested to each of the parties at the address listed for notice in Section 7.2 hereof.

(c) To the extent permitted by law, each of the Corporation, the County and the Bank irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to legal claims based on the Corporation's, the County's or the Bank's performance of its obligations under this Agreement or any other Related Document.

(d) The waivers made pursuant to this Section 7.10 shall be irrevocable and unmodifiable, whether in writing or orally, and shall be applicable to any subsequent amendments, renewals, supplements or modifications of this Agreement.

Section 7.11. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 7.12. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 7.13. Integration. This Agreement is intended to be the final agreement between the parties hereto relating to the subject matter hereof and this Agreement and any agreement, document or instrument attached hereto or referred to herein shall supersede all oral negotiations and prior writings with respect to the subject matter hereof.

Section 7.14. OFAC. Each of the Corporation and the County hereby represents and warrants and covenants and agrees (1) that it is not and shall not be listed on the Specially Designated Nationals and Blocked Person List or (to the extent that the Bank has notified the Authority thereof) other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, that prohibits or limits the Bank from making any advance or extension of credit to the Corporation or the County or from otherwise conducting business with the Corporation or the County and (2) to ensure that

the proceeds of the Loans shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Each of the Corporation and the County further agrees to provide documentary and other evidence of the Corporation's and the County's identity as may be reasonably requested by the Bank at any time to enable the Bank to verify the Corporation's and the County's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Credit and Reimbursement Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION

By: _____
Authorized Representative

COUNTY OF LOS ANGELES, CALIFORNIA

By: _____
Treasurer and Tax Collector

(SEAL)

ATTEST:

By: _____
Assistant Secretary
Los Angeles County Capital Asset
Leasing Corporation

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

EXHIBIT A
[FORM OF LETTER OF CREDIT]

EXHIBIT B

**[FORM OF REVOLVING NOTE]
REVOLVING NOTE**

\$_____

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION (the "*Corporation*"), for value received, hereby promises to pay to U.S. BANK NATIONAL ASSOCIATION (the "*Bank*"), or registered assigns, under the Reimbursement Agreement hereinafter referred to, at the principal office of the Bank in _____, _____, the sum of \$_____ or, if less, the aggregate principal amount of all drawings paid by the Bank under the Letter of Credit and all Advances and Term Loans made by the Bank pursuant to the Reimbursement Agreement, together with accrued and unpaid interest thereon.

The unpaid principal amount hereof from time to time outstanding shall bear interest at the rate or rates and be payable as provided in and calculated in the manner set forth in the Reimbursement Agreement.

Payments of both principal and interest are to be made in lawful money of the United States of America.

Annexed hereto and made a part hereof is a grid (the "*Grid*") on which shall be shown all drawings paid by the Bank and all Advances and Term Loans outstanding from time to time under the Reimbursement Agreement and the amounts of principal and interest payable and paid from time to time under the Reimbursement Agreement. The Corporation hereby appoints the Bank as its agent to endorse the principal amounts owing to the Bank and the maturity schedule therefor pursuant to Section 2.5 and 2.6 of the Reimbursement Agreement respecting outstanding Advances and Term Loans with interest until payment in full pursuant to the terms of this Note, and the date and the amount of each such drawing, Advance or Term Loan or principal or interest repayment made hereunder. In any legal action or proceeding in respect of this Note, the entries made in such accounts shall be prima facie evidence of the existence and the amounts of the obligations of the Corporation recorded therein.

This Note evidences indebtedness incurred under, and is subject to the terms and provisions of, a Letter of Credit and Reimbursement Agreement dated as of April 1, 2013 (as the same may at any time be amended or modified and in effect, the "*Reimbursement Agreement*"), among the Corporation, the County of Los Angeles California and the Bank, to which reference is hereby made for a statement of said terms and provisions, including those under which this Note may be paid or become due prior to its due date.

Notwithstanding the foregoing, the obligations of the Corporation under this Note are a special obligation of the Corporation payable solely from the Pledged Property. To the extent the County pays any obligation of the Corporation under this Note, such payment shall be deemed to be payment by the Corporation of such obligation.

The Corporation hereby agrees to pay or cause to be paid all expenses, including reasonable attorneys' fees and legal expenses, incurred by the holder of this Note in endeavoring to collect any amounts payable hereunder which are not paid when due.

This Note is made under the laws of the State of California, and for all purposes shall be governed by and construed in accordance with the laws of said State, without regard to principles of conflicts of law. Capitalized terms not otherwise defined herein have the meaning set forth in the Reimbursement Agreement.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Reimbursement Agreement precedent to and in the issuance of this Note, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Note have been duly authorized by resolution of the Corporation duly adopted.

The Corporation hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all other notices and demands whatsoever.

IN WITNESS WHEREOF, the LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION has caused this Note to be duly executed in its name by the manual or facsimile signature of an Authorized Representative as of April __, 2013.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Authorized Representative

REVOLVING NOTE GRID

**DRAWINGS, ADVANCES AND TERM LOANS
AND PAYMENTS OF PRINCIPAL AND INTEREST**

Date	Drawing, Advance or Term Loan	Amount of Drawing, Advance or Term Loan	Principal Amount of Advances or Term Loans Repaid	Amount of Interest on Advances or Term Loans Repaid	Aggregate Advance Balance	Notation Made By

Note: Additional pages of this Revolving Note and Revolving Note Grid may be attached to the Revolving Note as may be necessary to record certain information regarding each drawing, Advance or Term Loan.

EXHIBIT C

[FORM OF REQUEST FOR EXTENSION OF LETTER OF CREDIT EXPIRATION DATE]

REQUEST FOR EXTENSION OF LETTER OF CREDIT EXPIRATION DATE

The undersigned, duly authorized signatories of the undersigned Los Angeles County Capital Asset Leasing Corporation (“*Corporation*”) and the County of Los Angeles (the “*County*”), hereby certify to U.S. Bank National Association (the “*Bank*”), with reference to Irrevocable Letter of Credit No. [_____] (the “*Letter of Credit*,” the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Issuing and Paying Agent, as follows:

1. Pursuant to Section 2.11(a) of the Letter of Credit and Reimbursement Agreement dated as of April 1, 2013 (the “*Reimbursement Agreement*,” to which reference is made for the definition of capitalized terms not otherwise defined herein), among the Corporation, the County and the Bank, the Corporation and the County hereby request an extension of the Letter of Credit Expiration Date to _____.

2. All representations and warranties contained in Article IV of the Reimbursement Agreement (other than in Section 4.1(g) and 4.2(g) thereof) are true and correct and will be true and correct as of the date of this Certificate as if made on and as of the date hereof and no Event of Default has occurred and is continuing and no event has occurred and is continuing which is or with the passage of time or giving of notice or both would be an Event of Default on and as of the date hereof or will occur as a result of the extension of the Letter of Credit Expiration Date of the Letter of Credit.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Certificate as of the _____ day of _____, _____.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Authorized Representative

COUNTY OF LOS ANGELES

By: _____
Treasurer and Tax Collector

EXHIBIT D

[FORM OF REQUEST FOR REDUCTION IN STATED AMOUNT]

REQUEST FOR REDUCTION IN STATED AMOUNT

The undersigned, duly authorized signatories of the undersigned Los Angeles County Capital Asset Leasing Corporation (“*Corporation*”) and the County of Los Angeles (the “*County*”), hereby certify to U.S. Bank National Association (the “*Bank*”), with reference to Irrevocable Letter of Credit No. [_____] (the “*Letter of Credit*,” the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Issuing and Paying Agent, as follows:

1. Pursuant to Section 2.11(b) of the Letter of Credit and Reimbursement Agreement dated as of April 1, 2013 (the “*Reimbursement Agreement*,” to which reference is made for the definition of capitalized terms not otherwise defined herein), among the Corporation, the County and the Bank, the Corporation and the County hereby elect to reduce the Stated Amount of the Letter of Credit in the amount of \$_____, effective as of _____ (the “*Reduction Date*”).

2. The Reduction Date for which such reduction is requested is _____, which is at least one (1) Business Day and not more than five (5) days after the date the Bank receives this Request for Reduction in Stated Amount.

3. The new Stated Amount of the Letter of Credit will be \$_____. As of the Reduction Date and upon such reduction, the Stated Amount will not be less than the sum of (i) the face value of all discount Notes and (ii) the principal amount of all outstanding non-discount Notes plus all interest to accrue on such non-discount Notes to the maturity date thereof.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Certificate as of the _____ day of _____, _____.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Authorized Representative

COUNTY OF LOS ANGELES

By: _____
Treasurer and Tax Collector

**FEE LETTER AGREEMENT
DATED AS OF APRIL __, 2013**

Reference is hereby made to that (i) certain Letter of Credit and Reimbursement Agreement dated as of April 1, 2013 (the “*Agreement*”), among the Los Angeles County Capital Asset Leasing Corporation (the “*Corporation*”), the County of Los Angeles, California (the “*County*”) and U.S. Bank National Association (the “*Bank*”), relating to the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes, [Series __] (the “*Notes*”), and (ii) that certain Irrevocable Letter of Credit dated the date hereof, issued by the Bank pursuant to the Agreement, supporting the Notes (the “*Letter of Credit*”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The purpose of this Fee Letter Agreement is to confirm the agreement among the Bank, the Corporation and the County with respect to certain fees and expenses payable by the Corporation to the Bank. This Fee Letter Agreement is the Fee Letter referenced in the Agreement, and the terms hereof are incorporated by reference into the Agreement.

ARTICLE I. FEES.

Section 1.1. Letter of Credit Fees. The Corporation agrees to pay or cause to be paid to the Bank, on July 1, 2013, for the period commencing on the Date of Issuance and ending on June 30, 2013, and in arrears on the first Business Day of each October, January, April and July occurring thereafter to the Termination Date, and on the Termination Date, a non-refundable facility fee (the “*Letter of Credit Fee*”), for each quarterly fee period, commencing on the first calendar day of such quarterly fee period and ending on the last calendar day of such quarterly fee period, in an amount equal to the product of the rate per annum corresponding to the Level specified below associated with the applicable Rating (as defined below) as specified below (the “*Letter of Credit Fee Rate*”) multiplied by the average daily Stated Amount of the Letter of Credit (without regard to any temporary reductions thereof) during each related quarterly fee period:

LEVEL	MOODY'S RATING	S&P RATING	FITCH RATING	LETTER OF CREDIT FEE RATE
Level 1	A1 or above	A+ or above	A+ or above	0.60%
Level 2	A2	A	A	0.80%
Level 3	A3	A-	A-	1.00%
Level 4	Baa1	BBB+	BBB+	1.20%
Level 5	Baa2	BBB	BBB	1.70%
Level 6	Baa3	BBB-	BBB-	2.20%

The term “*Rating*” as used above shall mean the lowest long-term unenhanced debt ratings assigned by any of S&P, Fitch or Moody’s to any Lease Obligation Debt of the County. In the event of a split rating (i.e., one of the foregoing Rating Agencies’ Rating is at a different level than the Rating of either of the other Rating Agencies), the Letter of Credit Fee Rate shall be based upon the level in which the lowest Rating appears. If a Rating is withdrawn, suspended or otherwise unavailable for any reason from any of S&P, Fitch or Moody’s or upon the occurrence and during the continuation of an Event of Default, in any such case, the Letter of Credit Fee shall immediately and without notice increase by an additional 1.00% per annum from the Letter of Credit Fee Rate otherwise in effect. Any change in the Letter of Credit Fee Rate resulting from a reduction, withdrawal, suspension or unavailability of a Rating shall be and become effective as of and on the date of the announcement of the reduction, withdrawal, suspension or unavailability of such Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system or the adoption of a “global” rating scale by any such Rating Agency, the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system or, in the event of the adoption of a “global” rating scale by any Rating Agency, the recalibrated or realigned rating category under such “global” rating scale, which most closely approximates the applicable rating category as currently in effect. The Corporation and County acknowledge that as of the Date of Issuance the Letter of Credit Fee Rate is that specified above for Level 1. The Letter of Credit Fees shall be payable quarterly in arrears in immediately available funds and computed on the basis of a 360-day year and the actual number of days elapsed together with interest on the Letter of Credit Fee from the date payment is due until payment in full at the Default Rate.

Section 1.2. Draw Fee. The Corporation agrees to pay to the Bank in connection with Drawings under the Letter of Credit, a non-refundable annual fee in the amount of \$1,500, payable in advance on the Date of Issuance and on each anniversary of the Date of Issuance occurring thereafter.

Section 1.3. Amendment, Transfer, Waiver Fees and Other Fees and Expenses. Upon each transfer of the Letter of Credit in accordance with its terms or the appointment of a successor Issuing and Paying Agent under the Issuing and Paying Agent Agreement, the Corporation agrees to pay the Bank a non-refundable transfer fee in an amount equal to \$2,500, and to reimburse the Bank for its actual costs and expenses associated with such transfer or appointment (including, without limitation, the reasonable fees and expenses of counsel to the Bank), payable on the date of such transfer or appointment.

The Corporation agrees to pay to the Bank on the date of each amendment, modification, supplement or waiver of the Agreement, this Fee Letter Agreement, the Revolving Note or the Letter of Credit or any amendment, modification, supplement or waiver to any Related Document which requires the consent of the Bank, a non-refundable amendment, modification, supplement or consent fee, as applicable, in an amount equal to \$2,500, plus the reasonable fees of any legal counsel retained by the Bank in connection therewith.

Section 1.4. Termination Fee. (a) Notwithstanding any other provision of the Agreement or this Fee Letter Agreement to the contrary, the Corporation agrees not to terminate

or replace the Agreement or the Letter of Credit prior to the Letter of Credit Expiration Date, except upon (i) the payment by the Corporation to the Bank of the Termination Fee, as described below, (ii) the payment by the Corporation to the Bank of all Obligations payable under the Agreement and this Fee Letter Agreement and (iii) the Corporation providing the Bank with thirty (30) days prior written notice of its intent to terminate or replace the Agreement and the Letter of Credit; *provided*, that any such termination of the Agreement or the Letter of Credit shall be in compliance with the terms and conditions of the Trust Agreement and the Agreement; *provided, further*, that no Termination Fee shall become payable if the Letter of Credit is terminated or replaced as a result of **[(i) (A) a withdrawal, suspension or reduction of the Bank's senior unsecured short-term ratings below "P-1" by Moody's, "F1" by Fitch or "A-1" by S&P or (B) a withdrawal, suspension or reduction of the Bank's senior unsecured long-term ratings below "A2" by Moody's, "A" by Fitch or "A" by S&P; (ii) the Bank having imposed increased costs upon the Corporation and the County pursuant to Section 2.8 of the Agreement or (iii) a refunding or refinancing of the Notes in full that does not require or involve credit enhancement, a liquidity facility or bank direct purchase from a bank, financial institution or other third party].**

The Corporation agrees that all payments to the Bank referred to in the preceding paragraph shall be made in immediately available funds.

(b) The Corporation hereby agrees to pay to the Bank a Termination Fee in connection with the termination or replacement of the Letter of Credit by the Corporation as set forth in Section 1.4(a) hereof in an amount equal to the product of (A) the Letter of Credit Fee Rate in effect pursuant to Section 1.1 hereof on the date of termination, (B) the Original Stated Amount and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such termination to and including the second (2nd) anniversary of the Date of Issuance and the denominator of which is 360 (the "Termination Fee"), payable on the date the Letter of Credit is terminated or replaced; *provided, however*, that no Termination Fee shall be due with respect to a termination or replacement of the Letter of Credit by the Corporation less than ten days prior to the Letter of Credit Expiration Date.

ARTICLE II. MISCELLANEOUS.

Section 2.1. Expenses. The Corporation shall promptly pay on the Date of Issuance, all of the Bank's out-of-pocket expenses and the reasonable fees and expenses of counsel for the Bank in an amount not to exceed \$40,000, plus disbursements, in connection with the execution and delivery of the Agreement and this Fee Letter Agreement and the issuance of the Letter of Credit.

Section 2.2. Payment Account. Payments due to the Bank related to drawings under the Letter of Credit and payment of Letter of Credit Fees and other amounts due under the Agreement and hereunder shall be wired in immediately available funds to the Bank at: ABA#: [_____] for credit to A/C#: [_____] , Ref Letter of Credit No. [_____] , Attn: _____.

Section 2.3. Amendments. No amendment to this Fee Letter Agreement shall become effective without the prior written consent of the Corporation, the County and the Bank.

Section 2.4. Governing Law. THIS FEE LETTER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE.

Section 2.5. Counterparts. This Fee Letter Agreement may be executed in multiple counterparts, each of which shall constitute an original but both of which, when taken together, shall constitute but one instrument.

Section 2.6. Severability. Any provision of this Fee Letter Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Fee Letter Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Authorized Representative

COUNTY OF LOS ANGELES, CALIFORNIA

By: _____
Treasurer and Tax Collector

(SEAL)

ATTEST:

By: _____
Assistant Secretary
Los Angeles County Capital Asset
Leasing Corporation

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

REVOLVING CREDIT AGREEMENT

dated as of April 1, 2013

among

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION,

COUNTY OF LOS ANGELES, CALIFORNIA

and

BANK OF AMERICA, N.A.

relating to

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
LEASE REVENUE OBLIGATION DIRECT PLACEMENT REVOLVING NOTES,
SERIES D (TAX-EXEMPT GOVERNMENTAL),
SERIES D (TAX-EXEMPT 501(C)(3)) AND
SERIES D (TAXABLE)

TABLE OF CONTENTS

SECTION	HEADING	PAGE
ARTICLE I	DEFINITIONS	2
Section 1.1.	Certain Defined Terms.....	2
Section 1.2.	Computation of Time Periods.....	18
Section 1.3.	Accounting Terms.....	18
Section 1.4.	Terms Defined in Trust Agreement	18
Section 1.5.	Construction.....	18
ARTICLE II-A	FACILITIES; APPLICATION AND ISSUANCE OF THE LOANS; PAYMENTS	19
Section 2.1.	Revolving Credit Commitments	19
Section 2.2.	Application; Adjustment of Tax-Exempt Commitment Sublimit or Taxable Commitment Sublimit.....	19
Section 2.3.	Making of Revolving Loans	20
Section 2.4.	Interest Rate Determinations.....	24
Section 2.5.	Fees	25
Section 2.6.	Default Advances.....	25
Section 2.7.	Taxability	26
Section 2.8.	Increased Costs; Capital Adequacy	26
Section 2.9.	Net of Taxes, Etc.....	28
Section 2.10.	Payments and Computations.....	30
Section 2.11.	Extension of Commitment Expiration Date.....	30
ARTICLE II-B	REVOLVING LOANS.....	31
Section 2.12.	Making of Revolving Loans	31
Section 2.13.	Revolving Loans Evidenced by Notes.....	31
Section 2.14.	Interest on Revolving Loans	31
Section 2.15.	Repayment of Revolving Loans.....	31
Section 2.16.	Prepayment of Revolving Loans.....	32
ARTICLE II-C	THE TERM LOAN.....	32
Section 2.17.	Term Loan.....	32
Section 2.18.	Conditions Precedent to Term Loan	32
Section 2.19.	Term Loans Evidenced by Notes.....	33
Section 2.20.	Interest on Term Loan.....	33
Section 2.21.	Repayment of Term Loan	33
Section 2.22.	Prepayment of Term Loan	34
ARTICLE II-D	NATURE OF OBLIGATIONS.....	34
Section 2.23.	Obligations Absolute	34
Section 2.24.	Reduction and Termination.....	35

Section 2.25.	Pledge by the Corporation	36
Section 2.26.	Maximum Interest Rate; Payment of Fee	36
Section 2.27.	Adjustment of Base Rental	36
Section 2.28.	Funding Indemnity.....	37
ARTICLE III	CONDITIONS PRECEDENT	38
Section 3.1.	Conditions to Effectiveness	38
Section 3.2.	Conditions Precedent to Each Revolving Loan.	41
ARTICLE IV	REPRESENTATIONS AND WARRANTIES.....	42
Section 4.1.	County Representations and Warranties.....	42
Section 4.2.	Corporation Representations and Warranties	45
ARTICLE V	COVENANTS.....	48
Section 5.1.	Covenants.....	48
ARTICLE VI	EVENTS OF DEFAULT	54
Section 6.1.	Events of Default	54
Section 6.2.	Rights and Remedies upon Default.....	56
ARTICLE VII	MISCELLANEOUS	57
Section 7.1.	Amendments and Waivers	57
Section 7.2.	Notices	57
Section 7.3.	No Waiver; Remedies.....	58
Section 7.4.	Indemnification.....	58
Section 7.5.	Liability of the Bank.....	59
Section 7.6.	Expenses; Documentary Taxes.....	59
Section 7.7.	Successors and Assigns; Participations	60
Section 7.8.	Severability	62
Section 7.9.	Reserved.....	62
Section 7.10.	Governing Law and Jurisdiction.....	62
Section 7.11.	Headings	62
Section 7.12.	Counterparts.....	62
Section 7.13.	Integration.....	62
Section 7.14.	OFAC.....	62
EXHIBIT A-1	— Form of Tax-Exempt Governmental Note	
EXHIBIT A-2	— Form of Tax-Exempt 501(c)(3) Note	
EXHIBIT A-3	— Form of Taxable Note	

EXHIBIT B	—	Form of Request for Revolving Loan
EXHIBIT C	—	Form of Notice of Continuation/Conversion
EXHIBIT D	—	Form of Request for Extension
EXHIBIT E	—	Form of Notice of Termination
EXHIBIT F	—	Form of Notice of Termination or Reduction
EXHIBIT G	—	Form of Notice of Reduction
EXHIBIT H	—	Form of Notice of Extension
EXHIBIT I	—	Form of Request for Adjustment to Commitment Sublimit

REVOLVING CREDIT AGREEMENT

This REVOLVING CREDIT AGREEMENT, dated as of April 1, 2013 (this "*Agreement*"), among the LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION (the "*Corporation*"), the COUNTY OF LOS ANGELES, CALIFORNIA (the "*County*") and BANK OF AMERICA, N.A. and its successors and assigns (the "*Bank*").

RECITALS

WHEREAS, concurrently herewith, the Corporation and the County have entered into a Second Amended and Restated Site Lease, dated as of April 1, 2013, which amends and restates that certain Amended and Restated Site Lease, dated as of April 1, 2010 pursuant to which the Corporation leased from the County certain Property (as such term is defined therein) located in the County, together with the buildings and improvements thereon owned by the County; and

WHEREAS, concurrently herewith, the Corporation and the County have entered into a Second Amended and Restated Sublease, which amends and restates that certain Amended and Restated Sublease, dated as of April 1, 2010, pursuant to which the County subleased from the Corporation the Property; and

WHEREAS, concurrently herewith, the Corporation and Deutsche Bank National Trust Company, as trustee are entering into a Second Amended and Restated Trust Agreement, dated as of April 1, 2013, pursuant to which, among other things, the Corporation may issue its (i) Lease Revenue Obligation Direct Placement Revolving Note, Series D (Tax-Exempt Governmental), (ii) Lease Revenue Obligation Direct Placement Revolving Note, Series D (Tax-Exempt 501(c)(3)), and (iii) Lease Revenue Obligation Direct Placement Revolving Note, Series D (Taxable), together constituting a Series of Direct Placement Revolving Notes (collectively, the "*Notes*" and each, a "*Note*");

WHEREAS, the Corporation and the County wish to obtain revolving lines of credit (the "*Lines of Credit*") from the Bank hereunder and the Bank is willing, upon the terms and subject to the conditions set forth below, to provide the Lines of Credit to the Corporation; and

WHEREAS, all obligations of the Corporation to repay the Bank for extensions of credit made by the Bank under the Lines of Credit and to pay all other amounts payable to the Bank arising under or pursuant to this Agreement and the Fee Letter or the Notes to be issued to the Bank hereunder and under the Trust Agreement are created under and will be evidenced by this Agreement and the Trust Agreement and such Notes and will be secured by a pledge of and lien on the Pledged Property and Rental Payments (each as defined herein), all in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing Recitals and other consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Bank to extend to the Corporation the Lines of Credit, the Corporation, the County and the Bank hereby agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Defined Terms. The following terms, as used herein, have the following meanings:

“*Additional Rental*” shall have the meaning set forth in the Sublease.

“*Advance Date*” means the date on which the Bank honors a Request for Revolving Loan and makes the funds requested available to the Corporation.

“*Affiliate*” means, as to any Person, a corporation, partnership, association, agency, authority, instrumentality, joint venture, business trust or similar entity organized under the laws of any state that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

“*Agreement*” means this Revolving Credit Agreement, as the same may from time to time be amended, supplemented or otherwise modified in accordance with its terms.

“*Alternate Credit Facility*” means a Bank Agreement provided by another Provider in substitution for this Agreement.

“*Alternate Rate*” means:

(A) with respect to Tax-Exempt Loans, a fluctuating rate of interest rate per annum (rounded upward to the fourth decimal place) determined daily, equal to the product of (x) the sum of the Federal Funds Rate *plus* [2.00]% *plus* the Tax-Exempt Applicable Spread, *multiplied* by (y) the Margin Rate Factor; and

(B) with respect to Taxable Loans, a fluctuating rate of interest rate per annum (rounded upward to the fourth decimal place) determined daily, equal to the sum of the Federal Funds Rate *plus* [2.00]% *plus* (b) the Taxable Applicable Spread; and

provided, that subject to Section 2.26 hereof, at no time shall the Alternate Rate exceed the Maximum Lawful Rate; *provided, however*, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “*Alternate Rate*” shall mean the Default Rate.

“*Alternate Rate Loan*” and “*Alternate Rate Loans*” have the meanings set forth in Section 2.3(e) hereof.

“*Amortization End Date*” means the earlier to occur of (A) the fifth (5th) anniversary of the Advance Date and (B) the second anniversary of the earlier of (i) the Commitment Expiration Date and (ii) the date on which the Commitment and Available Commitment are otherwise terminated or reduced to zero in accordance with Section 2.24 or 6.2(c) hereof.

“Amortization Period” has the meaning set forth in Section 2.21 hereof.

“Applicable Factor” has the meaning set forth in the Fee Letter.

“Applicable Law” means all applicable (i) common law and principles of equity and (ii) provisions of all (A) constitutions, statutes, rules, regulations and orders of any Governmental Authority, (B) Governmental Approvals and (C) orders, decisions, judgments and decrees of all courts (whether at law or in equity) and arbitrators.

“Approving Opinion” means, with respect to any action or matter, an opinion delivered by Note Counsel to the effect that such action (i) is permitted by this Agreement and the other Related Documents and (ii) will not adversely affect the exclusion of interest on any Tax-Exempt Loan from gross income of the Bank or any Participant for purposes of federal income taxation.

“Audited Financial Statements” means the audited financial statements for the County for the two most recently available Fiscal Years and the most recent operating budget summaries for the County’s General Fund for the current Fiscal Year.

“Available Commitment” means, the sum of the Available Tax-Exempt Commitment and the Available Taxable Commitment on such day; *provided, that*, the Available Commitment shall never exceed the Initial Commitment Amount at any one time.

“Available Taxable Commitment” means an amount equal to the Taxable Commitment Sublimit as adjusted from time to time as follows: (a) downward in an amount equal to any Taxable Revolving Loan made to the Corporation hereunder; (b) upward in an amount equal to the principal amount of any Taxable Revolving Loan that is repaid or prepaid in the manner provided herein; (c) downward in an amount equal to any reduction thereof effected pursuant to Section 2.24 or 6.2(c) hereof; and (d) downward to zero upon the expiration or termination of the Available Commitment in accordance with the terms hereof; *provided, that*, after giving effect to any of the foregoing adjustments the Available Taxable Commitment shall never exceed the applicable Taxable Commitment Sublimit in effect at such time.

“Available Tax-Exempt Commitment” means, an amount equal to the Tax-Exempt Commitment Sublimit as adjusted from time to time as follows: (a) downward in an amount equal to any Tax-Exempt Revolving Loan made to the Corporation hereunder; (b) upward in an amount equal to the principal amount of any Tax-Exempt Revolving Loan that is repaid or prepaid in the manner provided herein; (c) downward in an amount equal to any reduction thereof effected pursuant to Section 2.24 or 6.2(c) hereof; and (d) downward to zero upon the expiration or termination of the Available Commitment in accordance with the terms hereof; *provided, that*, after giving effect to any of the foregoing adjustments the Available Tax-Exempt Commitment shall never exceed the applicable Tax-Exempt Commitment Sublimit in effect at such time.

“Bank” means Bank of America, N.A., and its successors and assigns.

“Bank Affiliate” means the Bank and any Affiliate of the Bank.

“*Bank Agreement*” has the meaning set forth in Section 5.1(v) hereof.

“*Bank’s Office*” means the Bank’s address and, as appropriate, the account as set forth in Schedule 10.2 hereof, or such other address or account of which the Bank may from time to time notify the County and the Corporation.

“*Banking Day*” means any day (other than a Saturday or a Sunday) on which the Bank is open for business in California.

“*Bankruptcy Code*” means the federal Bankruptcy Code of 1978, as it may be amended from time to time (Title 11 of the United States Code), and any successor statute thereto.

“*Base Rate*” means, for any day, a fluctuating rate of interest per annum equal to the greatest of (a) the Prime Rate in effect at such time *plus* one percent (1.00%), (b) the Federal Funds Rate in effect at such time *plus* two percent (2.00%) and (c) seven and one-half of one percent (7.50%).

“*Base Rental*” has the meaning set forth in the Trust Agreement.

“*Base Rental Period*” has the meaning set forth in the Sublease.

“*BBA LIBOR Daily Floating Rate*” means a fluctuating rate of interest adjusted on the Banking Day to equal to (a) the British Bankers Association LIBOR Rate (“*BBA LIBOR*”) for U.S. Dollar deposits for delivery on the date in question for a one month term beginning on that date as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as selected by the Bank from time to time) as determined at approximately 11:00 a.m. London time two (2) London Banking Days prior to the date in question, *divided* by (b) an amount equal to 1.00 minus the Reserve Percentage. If such rate is not available at such time for any reason, then the rate will be determined by such alternate method as reasonably selected by the Bank; *provided*, that subject to Section 2.26 hereof, at no time shall the BBA LIBOR Daily Floating Rate exceed the Maximum Lawful Rate.

“*Business Day*” means any day other than (i) a Saturday or Sunday or a day on which banking institutions are authorized or required by law or executive order to be closed in the State of California or in New York for commercial banking purposes; (ii) a day on which the New York Stock Exchange is authorized or required by law or executive order to be closed; and (iii) a day upon which commercial banks, including the Bank, are authorized or required by law or executive order to be closed in the cities or states in which demands for payment may be presented hereunder; *provided* that, if such day relates to any Fixed Rate Revolving Loan, such day shall also be a London Banking Day.

“*CAFR*” has the meaning set forth in Section 5.1(a)(i) hereof.

“*Change in Law*” means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, promulgation,

implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, ruling, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“*Code*” means the Internal Revenue Code of 1986, as amended, and, where appropriate any statutory predecessor or any successor thereto.

“*Commitment*” means the agreement of the Bank pursuant to Section 2.1 hereof to make Revolving Loans under the terms hereof for the account of the Corporation for the purpose of providing funds to pay Project Costs, costs of issuance in connection with this Agreement or for any other purpose permitted under the Trust Agreement.

“*Commitment Expiration Date*” means April [], 2016, unless extended as provided herein.

“*Commitment Fee*” has the meaning set forth in the Fee Letter.

“*Component*” has the meaning set forth in the Sublease.

“*Contingent Obligation*” means, as to any Person, any obligation of such Person guaranteeing or intended to guarantee any indebtedness, leases, dividends, or other obligations (“*primary obligations*”) of any other Person (the “*primary obligor*”) in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (x) for the purchase or payment of any such primary obligation, or (y) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities, or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation, or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; *provided, however*, that the term Contingent Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

“*Corporation*” has the meaning assigned that term in the first paragraph of this Agreement.

“*Corporation Representative*” has the meaning set forth in the Trust Agreement.

“*County*” means the County of Los Angeles, California, and its successors and assigns.

“*County Representative*” has the meaning set forth in the Trust Agreement.

“*Debt*” means, with respect to any Person, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person as lessee under capital leases; (c) all obligations of such Person to pay the deferred purchase price of property or services; (d) certificates of participation evidencing an undivided ownership interest in payments made by such Person as lessee under capital leases, as purchaser under an installment sale agreement or otherwise as an obligor in connection therewith; (e) all guarantees by such Person of Debt of another Person; (f) the face amount of any letter of credit issued for the account of such Person and, without duplication, all drafts drawn and reimbursement obligations arising thereunder; (g) all Debt of a second Person secured by any lien on any property owned by such first Person, whether or not such Debt has been assumed; (h) all obligations of such Person to pay a specified purchase price for goods or services whether or not delivered or accepted, including but not limited to, take-or-pay or similar obligations; (i) all Contingent Obligations of such Person; and (j) obligation of such Person due and payable under Swap Contracts; *provided, however*, that Debt shall not include trade payables arising in the ordinary course of business; and *provided, further*, however that with respect to the County, Debt shall exclude conduit, enterprise and other Debt that have no claim on the General Fund of the County.

“*Default*” means an event that with the giving of notice or passage of time, or both, shall constitute an Event of Default.

“*Default Advance*” or “*Default Advances*” each has the meaning assigned that term in Section 2.6.

“*Default Rate*” means, on any particular date, a rate of interest per annum equal to three percent (3.0%) per annum in excess of the Base Rate in effect on such date.

“*Determination of Taxability*” means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the Corporation or the County files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when the Bank has received written notification from the Corporation or the County, supported by a written opinion by an attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance, to the effect that an Event of Taxability has occurred;

(iii) on the date when the Corporation or the County shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any

other government official or agent exercising the same or a substantially similar function from time to time) that based upon filings of the Corporation or the County (or a statutory notice of deficiency, or a document of substantially similar import), or upon any review or audit of the Corporation or the County, or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on the date when the Corporation or the County shall receive notice from the Bank that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Bank, any Participant or any holder of a Tax-Exempt Loan or a Tax-Exempt Note, the interest on any Tax-Exempt Loan or any Tax-Exempt Note due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) above unless the Corporation or the County has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that upon demand from the Bank, any Participant or any holder of any Tax-Exempt Loan or any Tax-Exempt Note, the Corporation shall promptly reimburse the Bank, such Participant or such holder for any payments, including any taxes, interest, penalties or other charges, the Bank or such Participant shall be obligated to make as a result of the Determination of Taxability; *provided further, however*, that such amounts shall be payable as and to the extent that the then fair rental value with respect to the Components subject to the Sublease for such Base Rental Period exceeds the sum of all other Reimbursement Obligations remaining unpaid hereunder and the amount of interest accruing on the Notes during such Base Rental Period.

“Dollar” and “\$” mean lawful money of the United States.

“Effective Date” means April __, 2013, subject to the satisfaction or waiver by the Bank of the conditions precedent set forth in Section 3.1 hereof.

“Environmental Laws” means any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute thereto.

“Event of Default” with respect to this Agreement has the meaning set forth in Section 6.1 of this Agreement and, with respect to any other Related Document, has the meaning assigned therein.

“Event of Taxability” means (i) a change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Corporation or the County, or the failure to take any action by the Corporation or the County, or the making by the Corporation or the County of any misrepresentation herein or in any certificate required to be given in connection with this Agreement) which has the effect of causing interest paid or payable on any Tax-Exempt Loan or any Tax-Exempt Note to become includable, in whole or in part, in the gross income of the Bank, any Participant or any holder thereof for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on any Tax-Exempt Loan or any Tax-Exempt Note to become includable, in whole or in part, in the gross income of the Bank, any Participant or any holder for federal income tax purposes.

“Excess Interest” has the meaning set forth in Section 2.26 hereof.

“Excess Interest Fee” has the meaning set forth in Section 2.26 hereof.

“Excluded Taxes” means, with respect to the Bank or any Participant, taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which such recipient is organized or in which its principal office is located.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Bank on such day on such transactions as determined by the Bank.

“Fee Letter” means that certain Fee Letter Agreement dated as of the Effective Date, among the County, the Corporation and the Bank, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof.

“Fiscal Year” means the twelve-month period commencing on July 1 of each year; *provided, however*, that the County may, from time to time, agree on a different twelve-month period as the Fiscal Year.

“Fitch” means Fitch, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, except that if such corporation shall no longer perform the functions 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 Corporation that is reasonably acceptable to the Bank.

“Fixed Rate Revolving Loan” means a Revolving Loan that bears interest at a Taxable Fixed Rate or a Tax-Exempt Fixed Rate, as applicable.

“Floating Rate Revolving Loan” means a Revolving Loan that bears interest at a Taxable Floating Rate or a Tax-Exempt Floating Rate, as applicable.

“General Obligation Debt” means any Debt of the County, the payment of which is secured by the full faith and credit of the County.

“Generally Accepted Accounting Principles” or *“GAAP”* means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the Corporation or the County.

“Governmental Approvals” means an authorization, consent, approval, license or exemption of, registration or filing with, or report to, any Governmental Authority.

“Governmental Authority” means the government of the United States or any other applicable nation or applicable political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or quasi-governmental entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government. For the avoidance of doubt, any entity with the power to regulate the Bank, a Participant or their parent or holding company shall be deemed to be a “Governmental Authority.”

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Initial Commitment Amount” means \$150,000,000.

“Interbank Agreement” means that certain Agency and Interbank Agreement dated as of April __, 2013 among the Bank, JPMorgan Chase Bank, National Association, U.S. Bank National Association and Wells Fargo Bank, National Association, and all amendments, modifications, restatements and extensions of such agreement, entered into from time to time and any other agreement delivered in substitution or exchange for such agreement.

“Interest Payment Date” means, (a) as to any Fixed Rate Revolving Loan, the last day of each Rate Period applicable to such Revolving Loan and the Revolving Loan Maturity Date; (b) as to any Floating Rate Revolving Loan, the first Business Day of each calendar month and the Revolving Loan Maturity Date; and (c) as to any Term Loan, the first Business Day of every calendar month, and on the Amortization End Date.

“*JPMC Bank Agreement*” means that certain Letter of Credit and Reimbursement Agreement dated as of April 1, 2013, among the County, the Corporation and JPMorgan Chase Bank, National Association, as the same may be supplemented, amended or otherwise modified.

“*Law*” means, collectively, all applicable international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any applicable Governmental Authority, in each case whether or not having the force of law.

“*Lease Obligation Debt*” means any Debt of the County and/or the Corporation, the payment of which is payable from and/or secured by lease revenue rental payments payable from the general fund of the County.

“*LIBOR*” means, for any applicable Rate Period with respect to a Fixed Rate Revolving Loan, the fluctuating rate of interest equal to (a) the rate per annum equal to the British Bankers Association LIBOR Rate (“*BBA LIBOR*”), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as selected by the Bank from time to time) at approximately 11:00 a.m. London time two (2) London Banking Days before the commencement of the Rate Period, for Dollar deposits (for delivery on the first day of such Rate Period), with a term equivalent to such Rate Period, *divided* by (b) an amount equal to 1.00 minus the Reserve Percentage. If such rate is not available at such time for any reason, then the rate for that Rate Period will be determined by such alternate method as commercially reasonably selected by the Bank; *provided*, that subject to Section 2.26 hereof, at no time shall the LIBOR exceed the Maximum Lawful Rate.

“*Loan*” and “*Loans*” means individually, each Revolving Loan and each Term Loan under this Agreement, and collectively the Revolving Loan and the Term Loans under this Agreement.

“*London Banking Day*” means any Business Day on which banks in London, England are open for business and dealing in offshore dollars.

“*Margin Rate Factor*” has the meaning set forth in the Fee Letter.

“*Material County Debt*” means any Debt of the County that is outstanding in a principal amount of \$50,000,000 or more.

“*Maximum Base Rental*” has the meaning set forth in the Sublease.

“*Maximum Lawful Rate*” means, if any, the maximum rate of interest on the relevant obligation permitted by applicable law.

“*Maximum Principal Amount*” has the meaning set forth in the Trust Agreement.

“Minimum Required Rental Payment” has the meaning set forth in the Sublease.

“Moody’s” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, except that if such corporation 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 Corporation that is reasonably acceptable to the Bank.

“Note Counsel” means Hawkins Delafield & Wood LLP or such other counsel of recognized national standing in the field of law relating to municipal bonds and the exemption from federal income taxation of interest thereon, appointed and paid by the County or the Corporation.

“Note” and *“Notes”* means, individually and collectively, the Tax-Exempt Governmental Note, the Tax-Exempt 501(c)(3) Note and the Taxable Note.

“Notice of Continuation” has the meaning set forth in Section 2.3(c)(iv) hereof.

“Notice of Conversion” has the meaning set forth in Section 2.3(c)(v) hereof.

“Obligations” means the Reimbursement Obligations (which includes amounts owing to the Bank as evidenced by the Notes), the fees, expenses and other amounts set forth in the Fee Letter and all other obligations of the Corporation and the County to the Bank arising under or in relation to this Agreement and/or the Fee Letter.

“Other Bank Agreements” means the JPMC Bank Agreement, the USB Bank Agreement and the Wells Fargo Bank Agreement, and all amendments, modifications, restatements and extensions of such agreements, entered into from time to time and any other agreement delivered in substitution or exchange for such agreements and any other Bank Agreement payable from or secured by Rental Payments or Pledged Property.

“Other Taxes” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Related Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Related Document.

“Outstanding” when used in reference to Notes means, as of a particular date, all Notes authenticated and delivered pursuant to the Trust Agreement except: (i) any Note cancelled at or before such date, (ii) any Note deemed to have been paid in accordance with the Trust Agreement and (iii) any Note in lieu of or in substitution for which another Note shall have been authenticated and delivered pursuant to the Trust Agreement.

“Participant” has the meaning set forth in Section 7.7(d) hereof.

“*Patriot Act*” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001), as amended.

“*Permitted Encumbrances*” has the meaning set forth in the Trust Agreement.

“*Person*” means an individual, a corporation, a partnership, a limited liability company, an association, a joint venture, a trust, an unincorporated organization or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“*Plan*” means an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code.

“*Pledged Property*” has the meaning set forth in the Trust Agreement.

“*Previous Bank*” means, as applicable, Bank of America, N.A., JPMorgan Chase Bank, National Association, Wells Fargo Bank, National Association and/or Union Bank, N.A.

“*Previous Letter of Credit*” means the related Irrevocable Transferable Direct-Pay Letter of Credit of the respective Previous Bank, issued pursuant to the respective Previous Reimbursement Agreement.

“*Previous Reimbursement Agreement*” means the Letter of Credit and Reimbursement Agreement dated as of April 1, 2010, as amended to date, among the Corporation, the County and the respective Previous Bank.

“*Prime Rate*” means on any day, the rate of interest per annum then most recently established by the Bank as its “prime rate.” The “*prime rate*” is a rate set by the Bank based upon various factors including the Bank’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by the Bank shall take effect at the opening of business on the day specified in the public announcement of such change.

“*Project Costs*” has the meaning set forth in the Trust Agreement.

“*Property*” has the meaning set forth in the Trust Agreement.

“*Provider*” has the meaning set forth in Section 5.1(v) hereof.

“*Quarterly Payment Date*” means the first Business Day of each January, April, July and October.

“*Rate Period*” means as to each Fixed Rate Revolving Loan, the period commencing on the date such Fixed Rate Revolving Loan is disbursed or converted to or continued as a Fixed

Rate Revolving Loan and ending on the date one, two, three or six months thereafter, as selected by the Corporation in its Request for Revolving Loan; *provided* that:

(i) any Rate Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless, in the case of a Fixed Rate Revolving Loan, such Business Day falls in another calendar month, in which case such Rate Period shall end on the next preceding Business Day;

(ii) any Rate Period pertaining to a Fixed Rate Revolving Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Rate Period) shall end on the last Business Day of the calendar month at the end of such Rate Period; and

(iii) no Rate Period shall extend beyond the Termination Date.

“*Rating Agency*” means any of S&P, Moody’s and/or Fitch, as context may require.

“*Reimbursement Obligations*” means the obligations of the Corporation under this Agreement to reimburse the Bank for Revolving Loans pursuant to and in accordance with this Agreement and to repay all Loans, together with interest thereon, pursuant to and in accordance with this Agreement.

“*Related Documents*” means the Trust Agreement, this Agreement, the Fee Letter, the Notes, the Site Lease, the Sublease, as the same may be amended, modified or supplemented in accordance with their terms and the terms hereof.

“*Related Parties*” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s Affiliates.

“*Reserve Percentage*” means the total of the maximum reserve percentages for determining the reserves to be maintained by member banks of the Federal Reserve System for Eurocurrency Liabilities, as defined in Federal Reserve Board Regulation D, rounded upward to the nearest 1/100 of one percent. The percentage will be expressed as a decimal, and will include, but not be limited to, marginal, emergency, supplemental, special, and other reserve percentages.

“*Rental Payments*” has the meaning set forth in the Sublease.

“*Request for Revolving Loan*” means any request for a Revolving Loan made by the Corporation to the Bank, in the form of Exhibit B hereto, executed and delivered on behalf of the Corporation by the manual or facsimile signatures of any Corporation Representative.

“*Revolving Loan*” means, upon a Request for Revolving Loan, an advance by the Bank to the Corporation under the Available Tax-Exempt Commitment or the Available Taxable Commitment, as applicable, and the terms hereof for the payment of Project Costs, costs of

issuance in connection with this Agreement or for any other any purpose permitted under the Trust Agreement.

“*Revolving Loan Maturity Date*” means, with respect to any Revolving Loan, the Commitment Expiration Date or any earlier Termination Date.

“*Risk-Based Capital Guidelines*” means (i) the risk-based capital guidelines in effect in the United States on the Effective Date, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations adopted prior to the Effective Date.

“*S&P*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, 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 Corporation that is reasonably acceptable to the Bank.

“*Site Lease*” means that certain Second Amended and Restated Site Lease dated as of April 1, 2013, by and between the County and the Corporation, as from time to time amended or supplemented in accordance therewith and with Section 5.1(b) hereof.

“*State*” means the State of California.

“*Sublease*” means the Second Amended and Restated Sublease dated April 26, 2013, by and between the County and the Corporation, as amended, supplemented, waived and modified from time to time in accordance therewith and with Section 5.1(b) hereof.

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “*Master Agreement*”), including any such obligations or liabilities under any Master Agreement.

“*Taxable Applicable Spread*” has the meaning set forth in the Fee Letter.

“Taxable Commitment Sublimit” means, as of the Effective Date, \$0; *provided* that pursuant to Section 2.2(ii) and (iii) hereof the Taxable Commitment Sublimit may be increased or decreased from time to time (not to exceed one time per fiscal quarter) pursuant to a Request for Adjustment to Commitment Sublimit in the form of Exhibit I hereto which is approved in writing by the Bank; *provided further* that following any adjustment of the Taxable Commitment Sublimit described in the preceding proviso, (x) the sum of the Taxable Commitment Sublimit *plus* the Tax-Exempt Commitment Sublimit shall not exceed the Initial Commitment Amount and (y) the Taxable Commitment Sublimit shall not be less than the aggregate principal amount of Taxable Loans then outstanding.

“Taxable Date” means the date on which interest on any Tax-Exempt Loan is first includable in gross income of any holder thereof (including the Bank or any Participant) as a result of an Event of Taxability as such a date is established pursuant to a Determination of Taxability.

“Taxable Fixed Rate” means an annualized fixed rate, for the applicable Rate Period, (rounded upward to the fourth decimal place) that is equal to the sum of LIBOR for the applicable Rate Period, *plus* the Taxable Applicable Spread; *provided, however*, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, *“Taxable Fixed Rate”* shall mean the Default Rate.

“Taxable Floating Rate” means a fully floating rate per annum (rounded upward to the fourth decimal place) equal to the sum of the BBA LIBOR Daily Floating Rate, *plus* the Taxable Applicable Spread; *provided, however*, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, *“Taxable Floating Rate”* shall mean the Default Rate.

“Taxable Gross-Up Rate” means, with respect to a Taxable Period, the product of (i) the average interest rate on the Loan during such period and (ii) 1.54.

“Taxable LIBOR Rate” means, as applicable, the Taxable Fixed Rate and/or the Taxable Floating Rate.

“Taxable Loan” and *“Taxable Loans”* means individually and collectively means, individually and collectively, (i) a Taxable Revolving Loan the proceeds of which are designated to finance Project Costs of a Taxable Project and (ii) a Taxable Term Loan, the proceeds of which are used to pay a Revolving Loan described in the preceding clause (i).

“Taxable Note” has the meaning set forth in Section 2.13(c) hereof.

“Taxable Period” has the meaning set forth in Section 2.7 hereof.

“Taxable Project” has the meaning set forth in the Trust Agreement.

“*Taxable Revolving Loan*” means any Revolving Loan bearing interest at a Taxable LIBOR Rate.

“*Taxable Term Loan*” means a Taxable Revolving Loan that is converted to a Term Loan pursuant to the terms of Section 2.17 and Section 2.18 hereof.

“*Taxes*” means all present and future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees, liabilities or other charges imposed by any applicable Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

“*Tax-Exempt Applicable Spread*” has the meaning set forth in the Fee Letter.

“*Tax-Exempt Commitment Sublimit*” means, as of the Effective Date, \$150,000,000; *provided* that pursuant to Section 2.2(ii) and (iii) hereof the Tax-Exempt Commitment Sublimit may be increased or decreased from time to time (not to exceed one time per fiscal quarter) pursuant to a Request for Adjustment to Commitment Sublimit in the form of Exhibit I hereto which is approved in writing by the Bank; *provided further* that following any adjustment of the Tax-Exempt Commitment Sublimit described in the preceding proviso, (x) the sum of the Tax-Exempt Commitment Sublimit *plus* the Taxable Commitment Sublimit shall not exceed the Initial Commitment Amount and (y) the Tax-Exempt Commitment Sublimit shall not be less than the aggregate principal amount of Tax-Exempt Loans then outstanding.

“*Tax-Exempt Fixed Rate*” means an annualized fixed rate, for the applicable Rate Period, (rounded upward to the fourth decimal place) that is equal to the product of (x) the sum of (a) the product of (i) LIBOR, for the applicable Rate Period, *multiplied* by (ii) the Applicable Factor *plus* (b) the Tax-Exempt Applicable Spread, *multiplied* by (y) the Margin Rate Factor; *provided, however,* that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “*Tax-Exempt Fixed Rate*” shall mean the Default Rate.

“*Tax-Exempt 501(c)(3) Note*” has the meaning set forth in Section 2.13(b) hereof.

“*Tax-Exempt 501(c)(3) Loan*” means, individually and collectively, (i) a Tax-Exempt Revolving Loan the proceeds of which are designated to finance Project Costs of a Tax-Exempt 501(c)(3) Project and (ii) a Tax-Exempt Term Loan, the proceeds of which are used to pay a Revolving Loan described in the preceding clause (i).

“*Tax-Exempt 501(c)(3) Project*” has the meaning ascribed to the term “*Tax Exempt 501(c)(3) Project*” set forth in the Trust Agreement.

“*Tax-Exempt Floating Rate*” means a fully floating rate per annum (rounded upward to the fourth decimal place) that is equal to the product of (x) the sum of (a) the product of (i) BBA LIBOR Daily Floating Rate, *multiplied* by (ii) the Applicable Factor *plus* (b) the Tax-Exempt Applicable Spread, *multiplied* by (y) the Margin Rate Factor; *provided, however,* that immediately and upon the occurrence of an Event of Default (and without any notice given with

respect thereto) and during the continuation of such Event of Default, “*Tax-Exempt Floating Rate*” shall mean the Default Rate.

“*Tax-Exempt Governmental Note*” has the meaning set forth in Section 2.13(a) hereof.

“*Tax-Exempt Governmental Loan*” means, individually and collectively, (i) a Tax-Exempt Revolving Loan the proceeds of which are designated to finance Project Costs of a Tax-Exempt Governmental Project and (ii) a Tax-Exempt Term Loan, the proceeds of which are used to pay a Revolving Loan described in the preceding clause (i).

“*Tax-Exempt Governmental Project*” has the meaning ascribed to the term “*Tax Exempt Governmental Project*” in the Trust Agreement.

“*Tax-Exempt LIBOR Rate*” means, as applicable, the Tax-Exempt Fixed Rate and/or the Tax-Exempt Floating Rate.

“*Tax-Exempt Loan*” and “*Tax-Exempt Loans*” means individually and collectively, Tax-Exempt Revolving Loans and Tax-Exempt Term Loans.

“*Tax-Exempt Note*” and “*Tax-Exempt Notes*” means, individually and collectively, the Tax-Exempt Governmental Note and the Tax-Exempt 501(c)(3) Note.

“*Tax-Exempt Revolving Loan*” means any Revolving Loan bearing interest at a Tax-Exempt LIBOR Rate.

“*Tax-Exempt Term Loan*” means a Tax-Exempt Revolving Loan that is converted to a Term Loan pursuant to the terms of Section 2.17 hereof.

“*Term Loan*” means both a Tax-Exempt Term Loan and a Taxable Term Loan.

“*Term Loan Conversion Date*” means the date on which a Revolving Loan is converted to a Term Loan, which subject to the satisfaction of the conditions in and pursuant to the terms of Article II-C hereof shall be the Commitment Expiration Date.

“*Term Loan Rate*” means, on any particular date, a rate of interest calculated with respect to a particular Term Loan equal to the Base Rate from time to time in effect *plus* two percent (2.0%) per annum; *provided, however*, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “*Term Loan Rate*” shall mean the Default Rate.

“*Termination Date*” means the earliest of (i) the Commitment Expiration Date, as such date may be extended pursuant to Section 2.11 hereof, (ii) the date on which the Commitment and Available Commitment are otherwise terminated or reduced to zero in accordance with Section 2.24 hereof and (iii) the date the Commitment terminates by its terms in accordance with Section 6.2(c) hereof.

“*Termination Fee*” has the meaning set forth in the Fee Letter.

“*Trust Agreement*” means that certain Second Amended and Restated Trust Agreement, dated as of April 1, 2013 by and between the Corporation and the Trustee, and as may be further amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof.

“*Trustee*” means Deutsche Bank National Trust Company, and its successor or successors, and any other person that may at any time be substituted in its place pursuant to the Trust Agreement.

“*Type*” means, with respect to a Revolving Loan, its character as an Floating Rate Revolving Loan or a Fixed Rate Revolving Loan and as a Tax-Exempt Revolving Loan or a Taxable Revolving Loan.

“*United States*” means the United States of America.

“*USB Bank Agreement*” means that certain Letter of Credit and Reimbursement Agreement dated as of April 1, 2013, among the County, the Corporation and U.S. Bank National Association, as the same may be supplemented, amended or otherwise modified.

“*Wells Fargo Bank Agreement*” means that certain Letter of Credit and Reimbursement Agreement dated as of April 1, 2013, among the County, the Corporation and Wells Fargo Bank, National Association, as the same may be supplemented, amended or otherwise modified.

Section 1.2. Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, unless otherwise specified herein, the word “from” means “from and including” and the words “till” and “until” each mean “to but excluding.” Unless specified otherwise, all references to time shall mean Los Angeles time.

Section 1.3. Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted United States accounting principles consistently applied.

Section 1.4. Terms Defined in Trust Agreement. Any capitalized term not defined herein shall have the meaning ascribed to such term in the Trust Agreement.

Section 1.5. Construction. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth

herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (d) all references herein to Articles, Sections and Exhibits shall be construed to refer to Articles and Sections of, and Exhibits to, this Agreement.

ARTICLE II-A

FACILITIES; APPLICATION AND ISSUANCE OF THE LOANS; PAYMENTS

Section 2.1. Revolving Credit Commitments. Subject to the terms and conditions hereof, the Bank, by its acceptance hereof, agrees to make a loan or loans in U.S. Dollars to the Corporation from time to time prior to the Termination Date on a revolving basis up to the amount of the Available Commitment, subject to any reductions thereof pursuant to the terms hereof. The aggregate principal amount of Loans at any time outstanding shall not exceed the Initial Commitment Amount in effect at such time. Prior to the Commitment Expiration Date (i) the aggregate principal amount of Tax-Exempt Loans at any time outstanding shall not exceed the Available Tax-Exempt Commitment or the Tax-Exempt Commitment Sublimit, each in effect at such time and (ii) the aggregate principal amount of Taxable Loans at any time outstanding shall not exceed the Available Taxable Commitment or the Taxable Commitment Sublimit, each in effect at such time. As provided in Sections 2.3(c), the Corporation may elect that any such Revolving Loan be either a Tax-Exempt Revolving Loan pursuant to the Available Tax-Exempt Commitment or a Taxable Revolving Loan pursuant to the Available Taxable Commitment (and the Corporation shall further designate a Tax-Exempt Revolving Loan as a either a Tax-Exempt Governmental Loan or a Tax-Exempt 501(c)(3) Loan). Revolving Loans may be repaid and the principal amount thereof reborrowed before the Termination Date, subject to the terms and conditions hereof. Subject to Sections 2.3 hereof, Revolving Loans may at the option of the Corporation be Floating Rate Revolving Loans or Fixed Rate Revolving Loans, as further provided herein.

Section 2.2. Application; Adjustment of Tax-Exempt Commitment Sublimit or Taxable Commitment Sublimit. (i) The Corporation hereby applies to the Bank for, and authorizes and instructs the Bank to issue for its account, (i) the Commitment in an initial amount equal to the Initial Commitment Amount, (ii) the Available Tax-Exempt Commitment in an amount equal to the Tax-Exempt Commitment Sublimit and (iii) the Available Taxable Commitment in an amount equal to the Taxable Commitment Sublimit.

(ii) On any Business Day, not more than one (1) time per fiscal quarter, the Corporation and the County may submit to the Bank a duly completed and signed Request for Adjustment to Commitment Sublimit in the form of Exhibit I hereto, requesting an adjustment (the "*Adjustment Amount*") to (i) the Tax-Exempt Commitment Sublimit and (ii) the Taxable Commitment Sublimit; *provided* that the sum of the Tax-Exempt Commitment Sublimit *plus* the Taxable Commitment Sublimit following such adjustment shall not exceed the Initial Commitment Amount in effect at such time; *provided further* that after giving effect to the requested adjustment, (x) the aggregate principal amount of all Tax-Exempt Loans outstanding

following such adjustment will not exceed the new Tax-Exempt Commitment Sublimit and (y) the aggregate principal amount of all Taxable Loans outstanding following such adjustment will not exceed the new Taxable Commitment Sublimit.

(iii) The Bank shall respond to such Request for Adjustment to Commitment Sublimit within five (5) Business Days of its receipt thereof; *provided* that no adjustment to the Tax-Exempt Commitment Sublimit or the Taxable Commitment Sublimit shall be effective until the Business Day following date the Bank delivers to the Corporation a signed copy of Request for Adjustment to Commitment Sublimit approving such adjustments. If the Bank approves (as described in the preceding sentence) an increase to the Tax-Exempt Commitment Sublimit in an Adjustment Amount, there shall be a simultaneous decrease to the Taxable Commitment Sublimit in the Adjustment Amount. If the Bank approves (as described in the second preceding sentence) an increase to the Taxable Commitment Sublimit in an Adjustment Amount, there shall be a simultaneous decrease to the Tax-Exempt Commitment Sublimit in the Adjustment Amount.

Section 2.3. Making of Revolving Loans. (a) *Use of Proceeds.* Subject to the terms and conditions of this Agreement, the Bank agrees to make Revolving Loans from time to time on any Business Day, commencing on the Effective Date and ending on the Termination Date, in amounts not to exceed at any time outstanding the Available Commitment. Each Revolving Loan shall be made solely for the purpose of providing funds to pay Project Costs, costs of issuance in connection with this Agreement or any other purpose permitted under the Trust Agreement; *provided* that in no event shall any of the proceeds of a Tax-Exempt Loan be used to pay or prepay a Taxable Loan, unless the Bank receives an Approving Opinion of Note Counsel. The sum of the aggregate principal amount of all Revolving Loans made on any Advance Date shall not exceed the applicable Available Commitment (calculated without giving effect to any Revolving Loans made on such date) at 9:00 am (California time) on such date.

(b) *Reborrowing.* Within the limits of this Section 2.3, the Corporation may borrow, repay pursuant to Section 2.15 hereof and reborrow under this Section 2.3. Upon any prepayment of the related Revolving Loan, the related Available Commitment shall be reinstated as set forth in the definition thereof.

(c) *Method of Borrowing.*

(i) Each borrowing of a Revolving Loan shall be made upon the Corporation's irrevocable notice to the Bank in the form of Exhibit B hereto with blanks appropriately completed (each, a "*Request for Revolving Loan*"). Each Request for Revolving Loan shall be signed by a Corporation Representative and shall specify: (1) the Business Day of the requested Revolving Loan, which shall be at least three London Banking Days prior to the date of the Request for Revolving Loan in the case of a Fixed Rate Revolving Loan and a London Banking Day that is no later than the date of the Request for Revolving Loan in the case of a Floating Rate Revolving Loan, respectively; (2) the principal amount of Revolving Loan to be borrowed, which shall not exceed the Available Commitment as of the proposed Advance Date; (3) aggregate amount of the requested Revolving Loan shall be used solely for the payment of Project Costs for Tax-

Exempt Governmental Projects, Tax-Exempt 501(c)(3) Projects or Taxable Projects; (4) whether the requested Revolving Loan shall be a Fixed Rate Revolving Loan or a Floating Rate Revolving Loan and whether the requested Revolving Loan will bear interest at a Taxable Fixed Rate, a Tax-Exempt Fixed Rate, a Taxable Floating Rate or a Tax-Exempt Floating Rate, as applicable; (5) (i) if the requested Revolving Loan will bear interest at the Tax-Exempt Fixed Rate or the Tax-Exempt Floating Rate, then after giving effect to such Revolving Loan, the aggregate principal amount of all outstanding Tax-Exempt Loans will not exceed the Available Tax-Exempt Commitment or the Tax-Exempt Commitment Sublimit, each as of the proposed Advance Date or (ii) if the requested Revolving Loan will bear interest at the Taxable Fixed Rate or the Taxable Floating Rate, then after giving effect to such Revolving Loan, that the aggregate principal amount of all outstanding Taxable Loans will not exceed the Available Taxable Commitment or the Taxable Commitment Sublimit, each as of the proposed Advance Date; (6) if applicable, the duration of the Rate Period with respect thereto, and that the last day of the proposed Rate Period will not be later than the Commitment Expiration Date; and (7) whether such Loan is designated as a Tax-Exempt Governmental Loan, a Tax-Exempt 501(c)(3) Loan or a Taxable Loan. If the Corporation fails to specify a Type of Revolving Loan or the applicable Rate Period in a Request for Revolving Loan, then the applicable Revolving Loans shall be made as Floating Rate Revolving Loans. Each Request for Revolving Loan must be received by the Bank not later than 9:00 a.m. California time (x) three London Banking Days immediately prior to the requested date of borrowing in the case of a Fixed Rate Revolving Loan and (y) on the London Banking Day that is no later than the requested date of borrowing in the case of a Floating Rate Revolving Loan.

(ii) Upon receipt of a Request for Revolving Loan for a Fixed Rate Revolving Loan by the Bank not later than 9:00 a.m. California time on the Business Day which is three London Banking Days immediately prior to the day of the proposed borrowing, the Bank, subject to the terms and conditions of this Agreement, shall be required to make a Revolving Loan for a Fixed Rate Revolving Loan by 2:00 p.m. California time on such day of the proposed borrowing for the account of the Corporation in an amount equal to the amount of the requested borrowing. Notwithstanding the foregoing, in the event such Request for Revolving Loan for a Fixed Rate Revolving Loan is received by the Bank after 9:00 a.m. California time on the Business Day which is three London Banking Days immediately prior to the day of the proposed borrowing, the Bank shall be required to make the related Revolving Loan for a Fixed Rate Revolving Loan by 2:00 p.m. California time on the fourth London Banking Day after receipt of the related Request for Revolving Loan. Pursuant to Section 2.14 hereof, the Bank shall determine the initial Taxable Fixed Rate or a Tax-Exempt Fixed Rate, as applicable, for a Fixed Rate Revolving Loan two London Banking Days prior to the related Advance Date.

(iii) Upon receipt of a Request for Revolving Loan for a Floating Rate Revolving Loan by the Bank not later than 9:00 a.m. California time on the Business Day which is a London Banking Day no later than the day of the proposed borrowing, the Bank, subject to the terms and conditions of this Agreement, shall be required to make a Revolving Loan for a Floating Rate Revolving Loan by 2:00 p.m. California time on such

day of the proposed borrowing for the account of the Corporation in an amount equal to the amount of the requested borrowing. Notwithstanding the foregoing, in the event such Request for Revolving Loan for a Floating Rate Revolving Loan is received by the Bank after 9:00 a.m. California time on the Business Day which is a London Banking Day and the day of the proposed borrowing, the Bank shall be required to make the related Revolving Loan for a Floating Rate Revolving Loan by 2:00 p.m. California time on the London Banking Day immediately following receipt of the related Request for Revolving Loan. Pursuant to Section 2.14 hereof, the Bank shall determine the initial Taxable Floating Rate or a Tax-Exempt Floating Rate, as applicable, for a Floating Rate Revolving Loan on the related Advance Date.

(iv) A Fixed Rate Revolving Loan may be continued in whole or in part as a Fixed Rate Revolving Loan for successive Rate Periods upon the Corporation's irrevocable request to the Bank in the form of Exhibit C hereto with blanks appropriately completed (each, a "*Notice of Continuation*"). Each Notice of Continuation must be received by the Bank not later than 9:00 a.m. California time three London Banking Days prior to the last day of the then current Rate Period. Upon the Bank's timely receipt of a duly completed and executed Notice of Continuation, the Fixed Rate Revolving Loan or portion thereof described therein shall be continued as a Fixed Rate Revolving Loan with the Rate Period(s) specified therein, or, if no Rate Period is specified therein, then the applicable Revolving Loans shall be converted to a Floating Rate Revolving Loan. Following any continuation, the aggregate principal amount of Loans at any time outstanding shall not exceed the Initial Commitment Amount in effect at such time. Following any continuation, the aggregate principal amount of Tax-Exempt Loans shall not exceed the Available Tax-Exempt or the Commitment Tax-Exempt Commitment Sublimit, each in effect at such time. Following any continuation, the aggregate principal amount of Taxable Loans at any time outstanding shall not exceed the Available Taxable Commitment or the Taxable Commitment Sublimit, each in effect at such time.

(v) A Fixed Rate Revolving Loan may be converted in whole or in part to a Floating Rate Revolving Loan on the last day of the then current Rate Period and a Floating Rate Revolving Loan may be converted in whole or in part to a Fixed Rate Revolving Loan on any London Banking Day upon the Corporation's irrevocable notice to the Bank in the form of Exhibit C hereto with blanks appropriately completed (each, a "*Notice of Conversion*"). Each Notice of Conversion must be received by the Bank not later than 9:00 a.m. California time (i) on the London Banking Day that is the date of a proposed conversion of a Fixed Rate Revolving Loan to a Floating Rate Revolving Loan and (ii) three London Banking Days prior to the proposed conversion date in the case of a conversion of a Floating Rate Revolving Loan to a Fixed Rate Revolving Loan. Upon the Bank's timely receipt of a duly completed and executed Notice of Conversion, the Fixed Rate Revolving Loan or Floating Rate Revolving Loan, as applicable, or portion thereof described therein shall be converted to a Floating Rate Revolving Loan or a Fixed Rate Revolving Loan, respectively, with the Rate Period(s) specified therein in the case of a conversion to a Fixed Rate Revolving Loan. Fixed Rate Revolving Loans or portions thereof may only be converted to Floating Rate Revolving Loans on the last day of an Rate Period. If a Fixed Rate Revolving Loan or a Floating Rate Revolving Loan is

converted to an Alternate Rate Loan pursuant to Section 2.3(e) or Section 2.3(f) and the circumstance or condition requiring such conversion ceases to apply or exist, then all outstanding Alternate Rate Loans made by the Bank shall, without further action and without penalty, be automatically converted to a Floating Rate Revolving Loan and the Bank shall give notice thereof to the Corporation. Following any conversion, the aggregate principal amount of Loans at any time outstanding shall not exceed the Initial Commitment Amount in effect at such time. Following any conversion, the aggregate principal amount of Tax-Exempt Loans at any time outstanding shall not exceed the Available Tax-Exempt or the Commitment Tax-Exempt Commitment Sublimit, each in effect at such time. Following any conversion, the aggregate principal amount of Taxable Loans shall not exceed the Available Taxable Commitment or the Taxable Commitment Sublimit, each in effect at such time.

(vi) If, after examination, the Bank shall have determined that a Request for Revolving Loan, Notice of Continuation or Notice of Conversion does not conform to the terms and conditions hereof, then the Bank shall use its best efforts to give notice to the Corporation to the effect that documentation was not in accordance with the terms and conditions hereof and stating the reasons therefor. The Corporation may attempt to correct any such nonconforming Request for Revolving Loan, Notice of Continuation or Notice of Conversion, if, and to the extent that, the Corporation is entitled (without regard to the provisions of this sentence) and able to do so. If the Corporation fails to specify a Type of Revolving Loan or the applicable Rate Period in a Request for Revolving Loan, Notice of Continuation or Notice of Conversion or if the Corporation fails to give a timely notice requesting a conversion or continuation, then the applicable Revolving Loans shall be made as, continued or converted to, Floating Rate Revolving Loans. The Bank shall promptly notify the Corporation of the interest rate applicable to any Rate Period for Fixed Rate Revolving Loans upon determination of such interest rate. During the existence of a Default or an Event of Default, no Revolving Loans may be requested as, converted to or continued as Fixed Rate Revolving Loans without the prior written consent of the Bank in its sole discretion.

(d) *Form of Revolving Loans.* (i) Each borrowing of, conversion to or continuation of a Fixed Rate Revolving Loan shall be in a principal amount of \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof.

(ii) Each borrowing of or conversion to a Floating Rate Revolving Loan shall be in a principal amount of \$1,000,000 or a whole multiple of \$100,000 in excess thereof.

(iii) Each Revolving Loan shall be made by the Bank by wire transfer of immediately available funds to or for the account of the Corporation in accordance with written instructions provided by the Corporation in its Request for Revolving Loan.

(e) *Illegality.* If the Bank determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for the Bank to make, maintain or fund Revolving Loans whose interest is determined by reference to LIBOR or the BBA LIBOR Daily

Floating Rate, or to determine or charge interest rates based upon the LIBOR or the BBA LIBOR Daily Floating Rate, or any Governmental Authority has imposed material restrictions on the authority of the Bank to purchase or sell, or to take deposits of, Dollars in the London interbank market, then, on notice thereof by the Bank to the Corporation, any obligation of the Bank to make or continue Fixed Rate Revolving Loans or Floating Rate Revolving Loans or to convert Fixed Rate Revolving Loans to Floating Rate Revolving Loans and vice versa shall be suspended until the Bank notifies the Corporation that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Corporation shall, upon demand from the Bank, prepay or, if applicable, convert all Fixed Rate Revolving Loans and Floating Rate Revolving Loans to loans that bear interest (to be adjusted daily) at the applicable Alternate Rate (each, an “*Alternate Rate Loan*” and, collectively, the “*Alternate Rate Loans*”), either on the last day of the Rate Period therefor in the case of Fixed Rate Revolving Loans, if the Bank may lawfully continue to maintain such Fixed Rate Revolving Loans to such day, or on the next Business Day, in the case of Floating Rate Revolving Loans and if the Bank may not lawfully continue to maintain Fixed Rate Revolving Loans through the last day of the Rate Period therefor, then immediately upon demand. Upon any such prepayment or conversion, the Corporation shall also pay accrued interest on the amount so prepaid or converted.

(f) *Inability to Determine Rates.* If the Bank determines that for any reason in connection with any request for a Fixed Rate Revolving Loan or a conversion to or continuation thereof or any request for a Floating Rate Revolving Loan or a conversion thereof that (a) Dollar deposits are not being offered to banks in the London interbank eurodollar market for the applicable amount and, if applicable, Rate Period, (b) adequate and reasonable means do not exist for determining LIBOR for any requested Rate Period or BBA LIBOR Daily Floating Rate, as the case may be, or (c) the LIBOR for any requested Rate Period or BBA LIBOR Daily Floating Rate, as the case may be, does not adequately and fairly reflect the cost to the Bank of funding such Fixed Rate Revolving Loan or Floating Rate Revolving Loan, as the case may be, the Bank will promptly so notify the Corporation. Thereafter, the obligation of the Bank to make or maintain Fixed Rate Revolving Loans and Floating Rate Revolving Loans shall be suspended until the Bank revokes such notice. Upon receipt of such notice, (i) the Corporation may revoke any pending request for a borrowing of, conversion to or continuation of Fixed Rate Revolving Loans or borrowing of or conversion to Floating Rate Revolving Loans or, failing that, will be deemed to have converted such request into a request for a borrowing of Alternate Rate Loans in the amount specified therein, (ii) all outstanding Fixed Rate Revolving Loans shall be automatically converted to Alternate Rate Loans on the last day of the applicable Rate Period therefor and (iii) all outstanding Floating Rate Revolving Loans shall be automatically converted to Alternate Rate Loans on the next Business Day. Upon any such prepayment or conversion, the Corporation shall also pay accrued interest on the amount so prepaid or converted.

Section 2.4. Interest Rate Determinations. The Bank shall promptly notify the Corporation and the County of the interest rate applicable to any Rate Period for Fixed Rate Revolving Loans upon determination of such interest rate; *provided, however,* that the failure by the Bank to provide notice of the applicable interest rate shall not relieve the Corporation of its obligation to make payment of amounts as and when due hereunder. At any time that a Term Loan is outstanding, the Bank shall notify the Corporation and the County of any change in the Bank’s Prime Rate used in determining the Base Rate promptly following the establishment of

such change; *provided, however*, that the failure by the Bank to provide notice of such change shall not relieve the Corporation of its obligation to make payment of amounts as and when due hereunder. Each determination by the Bank of an interest rate shall be conclusive and binding for all purposes, absent manifest error.

Section 2.5. Fees. The Corporation hereby agrees to perform the obligations provided for in the Fee Letter, including, without limitation, the payment of any and all fees, expenses and other amounts provided for therein, at the times and in the amounts set forth in the Fee Letter. Without limiting the generality of the foregoing, in the event that the Commitment is terminated or the Available Commitment is reduced and is not subject to reinstatement, the Corporation shall pay to the Bank the fees and expenses, if any, at the times and in the amounts set forth in and as required by the Fee Letter. The terms and provisions of the Fee Letter are hereby incorporated herein by reference as if fully set forth herein. Notwithstanding anything herein to the contrary, all references to amounts or obligations due hereunder or in this Agreement shall be deemed to include all amounts and obligations (including without limitation all fees and expenses) under the Fee Letter.

Section 2.6. Default Advances. If (i) the Bank shall make any Revolving Loan and the conditions set forth in Section 3.2 shall not have been fulfilled, and the Corporation fails to reimburse or cause to be reimbursed the Bank in connection therewith, (ii) the Bank shall have made a Term Loan to the Corporation and the conditions set forth in Section 2.18 shall have not been fulfilled on the Commitment Expiration Date or (iii) an Event of Default shall have occurred while any Loan remains outstanding, such payment, Revolving Loan or Term Loan, as applicable, shall constitute a default advance (and not a Revolving Loan) made by the Bank to the Corporation from and after the date and in the amount of such Loan or such other date on which any event described in clauses (i), (ii) or (iii) above shall occur (each such default advance being a “*Default Advance*” and, collectively, the “*Default Advances*”). The Corporation hereby agrees to pay or cause to be paid to the Bank (i) interest at the Default Rate on any amount of the Default Advance remaining unpaid by the Corporation to the Bank from the date of such Default Advance until payment in full, payable in arrears, upon demand, and (ii) the unpaid amount of each Default Advance immediately upon demand by the Bank but if no demand is made, then on each Quarterly Payment Date in an amount equal to the then fair rental value with respect to the Components subject to the Sublease for such quarterly period; *provided, however*, that the unpaid amount of each Default Advance shall be paid or caused to be paid by the Corporation in each year only to the extent of the then fair rental value with respect to the Components subject to the Sublease for such Base Rental Period, and to the extent not so repaid, such Default Advance shall be paid or caused to be paid by the Corporation during each subsequent Base Rental Period, to the extent owed, to the extent of the then fair rental value with respect to the Components subject to the Sublease for each such subsequent Base Rental Period, and such Default Advance shall continue to be an obligation of the County pursuant to the Sublease. Any and all amounts remaining unpaid when due under this Agreement shall bear interest at the Default Rate until repaid and shall be payable upon demand. Any such amounts which constitute interest remaining unpaid when due shall be added to principal, and such interest shall, in turn, bear interest at the Default Rate until repaid and shall be payable upon demand. Upon the occurrence and during the continuation of an Event of Default, the Obligations shall bear interest

at the Default Rate, which shall be payable by the Corporation to the Bank upon demand therefor and be calculated on the basis of a 360-day year and actual days elapsed.

Section 2.7. Taxability. (i) In the event a Taxable Date occurs, the Corporation hereby agrees to pay to the Bank, any Participant or the holder of a Tax-Exempt Note on demand therefor (1) an amount equal to the difference between (A) the amount of interest that would have been paid to the Bank, such Participant or the holder of the Tax-Exempt Note, as applicable, on any Tax-Exempt Revolving Loans and/or Tax-Exempt Term Loans during the period for which interest on such Tax-Exempt Revolving Loans and/or Tax-Exempt Term Loans, as applicable, is includable in the gross income of the Bank, such Participant or the holder of the Tax-Exempt Note, as applicable, if such Tax-Exempt Revolving Loans and/or Tax-Exempt Term Loans had borne interest at the Taxable Gross-Up Rate, beginning on the Taxable Date (the “*Taxable Period*”), and (B) the amount of interest actually paid to the Bank, such Participant or the holder of the Tax-Exempt Note, as applicable, during the Taxable Period, and (2) an amount equal to any interest, penalties or charges owed by the Bank, any Participant or a holder of the Tax-Exempt Note, as applicable, as a result of interest on the Tax-Exempt Revolving Loans and/or Tax-Exempt Term Loans becoming includable in the gross income of the Bank, such Participant or such holder of the Tax-Exempt Note, as applicable, together with any and all reasonable attorneys’ fees, court costs, or other out-of-pocket costs incurred by the Bank, such Participant or such holder of the Tax-Exempt Note, as applicable, in connection therewith.

(ii) Subject to the provisions of clauses (iii) and (iv) below, the Bank shall afford the Corporation the opportunity, at the Corporation’s sole cost and expense, to contest (1) the validity of any amendment to the Code which causes the interest on such Tax-Exempt Revolving Loans and/or Tax-Exempt Term Loans to be includable in the gross income of the Bank, any Participant or the holder of a Tax-Exempt Note or (2) any challenge to the validity of the tax exemption with respect to the interest on the Tax-Exempt Revolving Loans and/or Tax-Exempt Term Loans, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals).

(iii) As a condition precedent to the exercise by the Corporation of its right to contest set forth in clause (ii) above, the Corporation shall, on demand, immediately reimburse the Bank, such Participant or the holder of a Tax-Exempt Note, as applicable, for any and all expenses (including reasonable attorneys’ fees for services that may be required or desirable) that may be incurred by the Bank, such Participant or the holder of the Tax-Exempt Note, as applicable, in connection with any such contest, and shall, on demand, immediately reimburse the Bank, such Participant or the holder of the Tax-Exempt Note, as applicable, for any and all penalties or other charges payable by the Bank, such Participant or the holder of the Tax-Exempt Note, as applicable, for failure to include such interest in its gross income; and

(iv) The obligations of the Corporation under this Section 2.7 shall survive the termination of the Commitment and this Agreement.

Section 2.8. Increased Costs; Capital Adequacy.

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Bank or any Participant;

(ii) subject to the Bank or any Participant to any Tax of any kind whatsoever with respect to this Agreement, the Fee Letter, the Commitment, the Loans or the Notes, or change the basis of taxation of payments to the Bank or such Participant in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 2.9 and except for Excluded Taxes); or

(iii) impose on the Bank or any Participant any other condition, cost or expense affecting this Agreement, the Fee Letter, the Commitment, the Loans or the Notes;

and the result of any of the foregoing shall be to increase the cost to the Bank or such Participant related to issuing or maintaining the Commitment of the Loans or holding the Notes, or to reduce the amount of any sum received or receivable by the Bank or such Participant hereunder or under the Fee Letter (whether of principal, interest or any other amount) then, upon written request of the Bank or such Participant, the Corporation or the County, on behalf of the Corporation, shall promptly pay to the Bank or such Participant, as the case may be, such additional amount or amounts as will compensate the Bank or such Participant, as the case may be, for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If the Bank or any Participant determines that any Change in Law affecting the Bank or such Participant or the Bank's or such Participant's parent or holding company, if any, regarding capital requirements, has or would have the effect of reducing the rate of return to the Bank's or such Participant's or the Bank's or such Participant's parent or holding company, if any, as a consequence of this Agreement, the Fee Letter, the Loans, the Notes or the Commitment, to a level below that which the Bank or such Participant or the Bank's or such Participant's parent or holding company could have achieved but for such Change in Law (taking into consideration such entities policies with respect to capital adequacy), then from time to time upon written request of the Bank or such Participant, as applicable, the Corporation or the County, on behalf of the Corporation, shall promptly pay to the Bank or such Participant, as the case may be, such additional amount or amounts as will compensate the Bank or such Participant or the Bank's or such Participant's parent or holding company for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of the Bank or a Participant setting forth the amount or amounts necessary to compensate the Bank or such Participant or the Bank's or such Participant's parent or holding company, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Corporation and the County, shall be conclusive absent manifest error. The Corporation or the County, on behalf of the Corporation, shall pay

the Bank, such Participant or their parent or holding company, as the case may be, the amount shown as due on any such certificate within sixty (60) days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of the Bank or any Participant to demand compensation pursuant to this Section shall not constitute a waiver of the Bank's or such Participant's right to demand such compensation. Notwithstanding anything contained in paragraphs (a) and (b) of this Section 2.8, the Corporation and the County shall have no liability to the Bank or any Participant for any increased costs, increased capital or reduction in return to the extent incurred by the Bank or such Participant more than one hundred eighty (180) days prior to the date that actual notice is given to the Corporation and the County with respect thereto (the "*Cut-Off Date*"), except where (A) the Bank or such Participant had no actual knowledge of the action resulting in such increased costs, increased capital or reduction in return as of the Cut-Off Date or (B) such increased costs, increased capital or reduction in return apply to the Bank or such Participant retroactively to a date prior to the Cut-Off Date.

(e) Notwithstanding anything to the contrary in this Section 2.8, in the event the Bank grants any participation to any Participant under this Agreement, neither the Corporation nor the County shall have any obligation to pay amounts pursuant to this Section 2.8 in an amount greater than that which it would have been required to pay if the Bank had not granted such participation.

(f) *Survival.* The obligations of the County and the Corporation under this Section 2.8 shall survive the termination of this Agreement.

Section 2.9. Net of Taxes, Etc.

(a) *Payments Free of Taxes.* Any and all payments by or on account of any obligation of the Corporation or the County hereunder or under the Fee Letter shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes; provided that if the Corporation or the County shall be required by Applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Bank or any Participant receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Corporation or the County, as applicable, shall make such deductions and (iii) the Corporation or the County, on behalf of the Corporation, as applicable, shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with Applicable Law.

(b) *Payment of Other Taxes by the Corporation.* Without limiting the provisions of paragraph (a) above, the Corporation or the County, on behalf of the Corporation, as applicable, shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(c) *Indemnification by the Corporation.* The Corporation or the County, on behalf of the Corporation, as applicable, shall timely pay any Other Taxes to the relevant Governmental Authority and shall also, to the fullest extent permitted by law, indemnify the Bank and each

Participant, within thirty (30) days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Bank or any Participant and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; *provided* that the Corporation shall not be obligated to indemnify the Bank for any penalties, interest or expenses relating to Indemnified Taxes or Other Taxes arising from the Bank's negligence or willful misconduct. The Bank and each Participant agrees to give notice to the Corporation of the assertion of any claim against it relating to Indemnified Taxes and Other Taxes as promptly as reasonably practicable after being notified of such claim; *provided, however*, that the failure by the Bank or such Participant Bank to provide prompt notice shall not affect the Bank's or such Participant's rights under this Section 2.9. A certificate stating in reasonable detail the amount of such payment or liability delivered to the Corporation and the County by the Bank or any Participant shall be conclusive absent manifest error. In addition, the Corporation or the County, on behalf of the Corporation, as applicable, shall indemnify the Bank and each Participant, within thirty (30) days after demand therefor, for any incremental Taxes that may become payable by the Bank or any Participant as a result of any failure of the Corporation or the County, on behalf of the Corporation, as applicable, to pay any Taxes when due to the appropriate Governmental Authority or to deliver to the Bank or any Participant pursuant to clause (d), documentation evidencing the payment of Taxes.

(d) *Evidence of Payments.* As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Corporation to a Governmental Authority, the Corporation or the County, as applicable, shall deliver to the Bank or such Participant the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Bank or such Participant, as applicable.

(e) *Treatment of Certain Refunds.* If the Bank or any Participant determines that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified pursuant to this Section (including additional amounts paid by the Corporation or the County pursuant to this Section), it shall pay to the applicable indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, under this Section with respect to the Taxes or Other Taxes giving rise to such refund) together with interest, if any, paid by the relevant Governmental Authority with respect to such refund; *provided* that the applicable indemnifying party, upon the request of the Bank, or such Participant, as applicable, agrees to repay the amount paid over pursuant to this Section (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Bank or such Participant in the event the Bank or such Participant is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (e), in no event will the Bank or any Participant be required to pay any amount to an indemnifying party pursuant to this paragraph (e) the payment of which would place the Bank or such Participant in a less favorable net after-Tax position than the Bank or such Participant would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require the Bank or any Participant to make available its

tax returns (or any other information relating to its taxes which it deems confidential) to the Corporation, the County or any other Person.

(f) *Survival.* The obligations of the County and the Corporation under this Section 2.9 shall survive the termination of this Agreement.

Section 2.10. Payments and Computations. (a) The Corporation shall make or cause to be made each payment hereunder (i) representing reimbursement to the Bank of Reimbursement Obligations not later than **[1:00 P.M., Los Angeles time]**, and (ii) not later than **[10:00 A.M., Los Angeles time]**, for all other payments (including, without limitation, those under the Fee Letter), on the day when due, in lawful money of the United States of America to the account of the Bank set forth in Section 2.10(c) hereof in immediately available funds; *provided, however*, that whenever any payment hereunder shall be due on a day that is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day, and any interest payable thereon shall be payable for such extended time; and *provided, further* that the Corporation shall be permitted to make any payment pursuant to Section 2.5 in next day funds if such payment is made (i) on the Business Day immediately preceding the date on which such payment would otherwise have been due and (ii) in an amount equal to the amount that would have been required to have been paid had the payment not been made in next day funds in reliance upon this proviso. Payment received by the Bank after the applicable time set forth in this Section 2.10 shall be considered to have been made on the next succeeding Business Day. All computations of interest payable by the Corporation hereunder shall be made on the basis of a year of 360 days and the actual number of days elapsed. Interest shall accrue during each period during which interest is computed from and including the first day thereof to but excluding the last day thereof. All computations of fees payable by the Corporation hereunder or under the Fee Letter shall be made on the basis of a 360 day year but calculated on the actual number of days elapsed.

(b) Unless otherwise provided herein, any amount payable by the Corporation hereunder that is not paid when due shall bear interest at the Default Rate and shall be payable upon demand of the Bank.

(c) Payments under this Agreement shall be made to the Bank at its account as specified in the Fee Letter.

Section 2.11. Extension of Commitment Expiration Date. The Commitment Expiration Date shall be subject to extension at any time following the then scheduled Commitment Expiration Date, as set forth below. At least 90 days but not more than 120 days prior to the Commitment Expiration Date, the Corporation and the County may request in writing that the Bank extend the Commitment Expiration Date for an additional term of one year or such other period as the parties may agree by delivery to the Bank of a Request for Extension in the form of Exhibit D hereto. Within 30 days of the date of any such Request for Extension, the Bank will notify the Corporation and the County in writing of the decision by the Bank in its absolute discretion whether to extend for such additional period, the Commitment Expiration Date for purposes of this Agreement, including in such notice the extended Commitment Expiration Date and the conditions of such consent (including conditions relating to legal documentation). If the

Bank does so agree to extend, the Bank shall deliver its written consent in the form of Exhibit H hereto or otherwise. If the Bank shall not so notify the Corporation, the Bank shall be deemed to have denied any such extension. The Bank's consent, if granted, shall be conditioned upon the preparation, execution and delivery of documentation in form and substance satisfactory to the Bank (which may include, but shall not be limited to the delivery of a "no adverse effect opinion" of Note Counsel to the Bank with respect to the tax-exempt status of the Tax-Exempt Loans).

ARTICLE II-B

REVOLVING LOANS

Section 2.12. Making of Revolving Loans. Each Revolving Loan shall constitute a loan made by the Respective Bank to the Corporation on the related Advance Date.

Section 2.13. Revolving Loans Evidenced by Notes. (a) The Tax-Exempt Governmental Loans shall be evidenced by a Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Direct Placement Revolving Note, Series D (Tax-Exempt Governmental) in substantially the form set forth in Exhibit A-1 hereto (as amended or supplemented from time to time, the "*Tax-Exempt Governmental Note*") to be issued on the Effective Date, initially registered in the name of, and payable to, the Bank and otherwise duly completed.

(b) The Tax-Exempt 501(c)(3) Loans shall be evidenced by a Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Direct Placement Revolving Note, Series D (Tax-Exempt 501(c)(3)) in substantially the form set forth in Exhibit A-2 hereto (as amended or supplemented from time to time, the "*Tax-Exempt 501(c)(3) Note*") to be issued on the Effective Date, initially registered in the name of, and payable to, the Bank and otherwise duly completed.

(c) The Taxable Loans shall be evidenced by a Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Direct Placement Revolving Note, Series D (Taxable) in substantially the form set forth in Exhibit A-3 hereto (as amended or supplemented from time to time, the "*Taxable Note*") to be issued on the Effective Date, initially registered in the name of, and payable to, the Bank and otherwise duly completed.

Section 2.14. Interest on Revolving Loans. Each Revolving Loan made or maintained by the Bank shall bear interest during each period it is outstanding (computed on the basis of a year of 360 days and actual days elapsed) on the unpaid principal amount thereof at a rate per annum equal to the Tax-Exempt Fixed Rate, the Tax-Exempt Floating Rate, the Taxable Fixed Rate or the Taxable Floating Rate, as applicable. Interest on each Revolving Loan shall be payable by the Corporation on each Interest Payment Date and on the Revolving Loan Maturity Date.

Section 2.15. Repayment of Revolving Loans. The principal of each Revolving Loan shall be repaid in full on the Revolving Loan Maturity Date; *provided*, that if the conditions to the making of the Term Loan set forth in Section 2.18 hereof are satisfied on the Revolving Loan

Maturity Date, the principal of all Revolving Loans shall be paid from the proceeds of the applicable Term Loan.

Section 2.16. Prepayment of Revolving Loans. Subject to Section 2.28 hereof, the Corporation may prepay any Fixed Rate Revolving Loan, in whole or in part, on an Interest Payment Date provided at least three (3) Banking Days' prior written notice is given by the Corporation to the Bank. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Revolving Loans to be prepaid and the Rate Period(s) of such Revolving Loans. Each such notice of optional prepayment shall be irrevocable and shall bind the Corporation to make such prepayment in accordance with such notice. Any prepayment of Fixed Rate Revolving Loans shall be in a principal amount of \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof or, if less, the entire principal amount thereof then outstanding. The Corporation may prepay any Floating Rate Revolving Loan on any Business Day, in whole or in part, without providing prior written notice to the Bank. Any prepayment of Floating Rate Revolving Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$100,000 in excess thereof or, if less, the entire principal amount thereof then outstanding. All prepayments of principal shall include accrued interest to the date of prepayment and all other amounts due pursuant to this Agreement.

ARTICLE II-C

THE TERM LOAN

Section 2.17. Term Loan. If the conditions set forth in Section 2.18 hereof are satisfied on the Commitment Expiration Date, then (a) the unpaid principal amount of any Taxable Revolving Loan shall convert to a Taxable Term Loan and (b) the unpaid principal amount of any Tax-Exempt Revolving Loan shall convert to a Tax-Exempt Term Loan.

Section 2.18. Conditions Precedent to Term Loan. The obligation of the Bank to convert the principal amount owed on a Revolving Loan to a Taxable Term Loan or a Tax-Exempt Term Loan, as applicable, shall be subject to the fulfillment of each of the following conditions precedent on the Commitment Expiration Date in a manner satisfactory to the Bank:

(a) The following statements shall be true and correct on the Commitment Expiration Date, and the Bank shall have received a certificate incorporating by reference the definitions of the capitalized terms defined in this Agreement, signed by an Corporation Representative and dated the Commitment Expiration Date, stating that:

(i) the representations and warranties of the County and the Corporation contained herein (other than in Sections 4.1(g) and 4.2(g) hereof) are true and correct in all material respects on and as of the Commitment Expiration Date as though made on and as of such date; and

(ii) no Default or Event of Default has occurred and is continuing as of such Commitment Expiration Date or would result from converting the Revolving Loans to a Term Loan as requested.

(b) In the case of the conversion to a Tax-Exempt Term Loan, the delivery to the Bank of an opinion in form and substance satisfactory to the Bank that such conversion will not adversely affect the tax-exempt status of the interest on the Tax-Exempt Loans

Section 2.19. Term Loans Evidenced by Notes. (a) The principal amount of each Tax-Exempt Term Loan constituting a Tax-Exempt Governmental Loan shall be evidenced by the Tax-Exempt Governmental Note. Each Tax-Exempt Term Loan constituting a Tax-Exempt Governmental Loan made by the Bank and all payments and prepayments on the account of the principal and interest of each Tax-Exempt Term Loan constituting a Tax-Exempt Governmental Loan shall be recorded by the Bank on the schedule attached to the applicable Tax-Exempt Governmental Note; *provided, however*, that the failure of the Bank to make any such endorsement or any error therein shall not affect the obligations of the Corporation hereunder or under the Tax-Exempt Governmental Note in respect of unpaid principal and interest on any Tax-Exempt Term Loan.

(b) The principal amount of each Tax-Exempt Term Loan constituting a Tax-Exempt 501(c)(3) Loan shall be evidenced by the Tax-Exempt 501(c)(3) Note. Each Tax-Exempt Term Loan constituting a Tax-Exempt 501(c)(3) Loan made by the Bank and all payments and prepayments on the account of the principal and interest of each Tax-Exempt Term Loan constituting a Tax-Exempt 501(c)(3) Loan shall be recorded by the Bank on the schedule attached to the applicable Tax-Exempt 501(c)(3) Note; *provided, however*, that the failure of the Bank to make any such endorsement or any error therein shall not affect the obligations of the Corporation hereunder or under the Tax-Exempt 501(c)(3) Note in respect of unpaid principal and interest on any Tax-Exempt Term Loan.

(b) The principal amount of each Taxable Term Loan shall also be evidenced by the Taxable Note. Each Taxable Term Loan made by the Bank and all payments and prepayments on the account of the principal and interest of each Taxable Term Loan shall be recorded by the Bank on the schedule attached to the Taxable Note; *provided, however*, that the failure of the Bank to make any such endorsement or any error therein shall not affect the obligations of the Corporation hereunder or under the Taxable Note in respect of unpaid principal and interest on any Taxable Term Loan.

Section 2.20. Interest on Term Loan. The Taxable Term Loan shall bear interest from the Term Loan Conversion Date to the date such Taxable Term Loan is paid in full therefor at a rate per annum equal to the Term Loan Rate. The Tax-Exempt Term Loan shall bear interest from the Term Loan Conversion Date to the date such Tax-Exempt Term Loan is paid in full at a rate per annum equal to the Term Loan Rate. Interest on each Term Loan shall be paid to the Bank monthly in arrears on each Interest Payment Date. Interest on each Term Loan shall be calculated on the basis of a year of 360 days based on the actual number of days elapsed.

Section 2.21. Repayment of Term Loan. The Corporation shall repay or cause to be repaid the principal amount of each Term Loan in installments as to principal, commencing on the first Quarterly Payment Date commencing after the Term Loan Conversion Date and on each Quarterly Payment Date thereafter, with the final installment in an amount equal to the entire

then outstanding principal amount of such Term Loan due and payable on the date which is the earlier of (i) the fifth anniversary of the related Advance Date and (ii) the second anniversary of the Commitment Expiration Date (the foregoing period with respect to each Term Loan herein referred to as an “*Amortization Period*”). The principal amount of each Term Loan shall be amortized over the related Amortization Period in equal quarterly installments of principal; *provided, however*, that the unpaid amount of each Term Loan shall be paid or caused to be paid by the Corporation in each year only to the extent of the then fair rental value with respect to the Components subject to the Sublease for the corresponding Base Rental Period, and to the extent not so repaid, such Term Loan shall be paid or caused to be paid by the Corporation during each subsequent Base Rental Period, to the extent owed, to the extent of the then fair rental value with respect to the Components subject to the Sublease for each such subsequent Base Rental Period, and such Term Loan shall continue to be an obligation of the County pursuant to the Sublease. The Corporation may prepay or cause to be prepaid the outstanding amount of any Term Loan in whole or in part with accrued interest to the date of such prepayment on the amount prepaid.

Section 2.22. Prepayment of Term Loan. The Corporation may prepay each Term Loan, in whole or in part, on any Business Day, provided at least three (3) days’ written notice is provided by the Corporation to the Bank. Any partial prepayment of the Term Loan shall be in a principal amount of \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof or, if less, the entire principal amount then outstanding. Each such notice shall specify the date and amount of such prepayment. Each such notice of optional prepayment shall be irrevocable and shall bind the Corporation to make such prepayment in accordance with such notice. All prepayments of principal shall include accrued interest to the date of prepayment and all other amounts due pursuant to this Agreement.

ARTICLE II-D

NATURE OF OBLIGATIONS

Section 2.23. Obligations Absolute. The obligations of the Corporation and the County under this Agreement shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms thereof, under all circumstances whatsoever, including without limitation the following circumstances:

- (a) any lack of validity or enforceability of any of the Related Documents;
- (b) any amendment to, waiver of or consent to departure from any provision of, this Agreement or any of the Related Documents;
- (c) the existence of any claim, set-off, defense or other right which the Corporation or the County may have at any time against the Trustee, the Bank (other than the defense of the payment to the Bank in accordance with the terms of this Agreement) or any other Person, whether in connection with this Agreement, any other Related Document or any unrelated transaction;

(d) any Request for Revolving Loan, demand, statement or any other document presented under this Agreement proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;

(e) any non-application or misapplication by any Person of the proceeds of any Loan under this Agreement;

(f) payment by the Bank under this Agreement to the person entitled thereto against presentation of a draft or certificate which does not comply strictly with the terms of this Agreement; or

(g) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

Nothing contained in this Section 2.13 shall operate to prevent the Corporation or the County from bringing a cause of action against the Bank for any liability it may incur as a result of its gross negligence or willful misconduct.

Notwithstanding the foregoing, the obligations of the Corporation under this Agreement are a special obligation of the Corporation payable solely from the Pledged Property. To the extent the County pays any obligation of the Corporation under this Agreement, such payment shall be deemed to be payment by the Corporation of such obligation.

Section 2.24. Reduction and Termination. (a) Subject to the provisions of the Fee Letter, the Corporation and the County may elect to reduce the Initial Commitment Amount from time to time prior to the Commitment Expiration Date by delivery to the Bank of a Notice of Termination or Reduction in the form of Exhibit F hereto, upon receipt of which the Bank will notify the Corporation by means of a notice in the form of Exhibit G hereto, thereby reducing the Initial Commitment Amount; *provided*, that (i) each such reduction amount shall be in an amount equal to \$1,000,000 or an integral multiple thereof and (ii) following such reduction, the Initial Commitment Amount shall not be less than the aggregate principal amount of all Loans outstanding on the date of such reduction. Any reduction in the Initial Commitment Amount shall not be effective until the Bank delivers to the Corporation a notice in the form attached hereto as Exhibit G reflecting such reduction.

(b) Notwithstanding any provision of this Agreement to the contrary, neither the Corporation nor the County shall terminate or replace this Agreement or the Available Commitment prior to the Commitment Expiration Date except upon (i) the payment to the Bank of a termination fee in an amount set forth in the Fee Letter, (ii) the payment to the Bank of all fees, expenses and other amounts payable hereunder and under the Fee Letter, (iii) the payment to the Bank of all principal and accrued interest owing on the Notes, and (iv) providing the Bank notice of its intention to do so at least thirty (30) days prior to the date of such termination or replacement; *provided* that all payments to the Bank referred to in clauses (i), (ii) and (iii) above shall be made with immediately available funds; *provided further*, that any such termination of this Agreement or the Available Commitment shall be in compliance with the terms and

conditions of this Agreement and the Fee Letter; *provided further* any termination of this Agreement shall not be effective until the Bank delivers to the Corporation a notice in the form attached hereto as Exhibit E reflecting such termination.

Section 2.25. Pledge by the Corporation. (a) To provide security to the Bank for the payment by the Corporation of the Obligations under this Agreement, the Fee Letter and the Notes, the Corporation has pledged to the Bank the Pledged Property pursuant to the Trust Agreement.

(b) The Corporation's obligation to pay Reimbursement Obligations, including the Notes, shall be a special obligation of the Corporation payable solely from the moneys pledged to the payment thereof pursuant to the Trust Agreement and this Agreement.

(c) The pledges made hereby are valid, binding and perfected from the time when they are made and property so pledged shall immediately be subject to the lien of such pledges without any physical delivery thereof or further act, and the lien of such pledges shall be valid, binding and perfected as against all parties having claims of any kind in tort, contract or otherwise against the Corporation irrespective of whether such parties have notice thereof. No instrument by which such pledges are created nor any financing statement need be recorded or filed.

Section 2.26. Maximum Interest Rate; Payment of Fee. If the rate of interest payable hereunder or under the Fee Letter shall exceed the Maximum Lawful Rate for any period for which interest is payable, then (i) interest at such Maximum Lawful Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and thereof and (B) such Maximum Lawful Rate (the "*Excess Interest*"), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed such Maximum Lawful Rate, at which time the Corporation shall pay or cause to be paid to the Bank, with respect to amounts then payable to the Bank that are required to accrue interest hereunder or under the Fee Letter, such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Bank to equal such Maximum Lawful Rate, which payments of deferred Excess Interest shall continue to apply to such unpaid amounts hereunder and under the Fee Letter until all deferred Excess Interest is fully paid to the Bank. On the date on which no principal amount with respect to the Reimbursement Obligations or the Notes remains unpaid, in consideration for any limitation of the rate of interest which may otherwise be payable hereunder or under the Fee Letter, the Corporation shall pay or cause to be paid to the Bank a fee equal to the amount of all unpaid deferred Excess Interest (the "*Excess Interest Fee*"); *provided* that the Excess Interest Fee shall be payable as and to the extent that the then fair rental value with respect to the Components subject to the Sublease for such Base Rental Period exceeds the sum of all other Reimbursement Obligations remaining unpaid hereunder and the amount of interest accruing on the Notes during such Base Rental Period.

Section 2.27. Adjustment of Base Rental. (a) To the extent any Reimbursement Obligation or accrued interest thereon has not been paid as and when due or any deferred Excess Interest remains unpaid, following the Termination Date and for so long thereafter as any

Reimbursement Obligation remain unpaid, the County and the Corporation shall increase the amount of the Base Rental payable under the Sublease for the Property to the greater of (i) the Maximum Base Rental for the Property or (ii) the maximum fair rental value of the Property determined in accordance with subsection (b) below.

(b) To the extent any Reimbursement Obligation or accrued interest thereon has not been paid as and when due or any deferred Excess Interest remains unpaid, following the Termination Date and for so long thereafter as any Reimbursement Obligation remain unpaid, unless the Sublease has terminated in accordance with its terms, the County and the Corporation agree, at the Bank's sole written request, from time to time (but not more than once in any twelve month period), to determine or cause to be determined, the fair rental value for one or more Components. Such determination shall be by any method that the Bank may reasonably request, subject to the reasonable approval of such method by the County, the Corporation and bond counsel, including a Class C appraisal and shall be at the sole expense of the County and the Corporation. In addition, the County and the Corporation agree to extend the term of (i) the Site Lease in accordance with Section 4 thereof and (ii) the Sublease in accordance with Section 2.2 thereof, if, on the stated expiration thereof, any amounts remain owing to the Bank hereunder, under the Fee Letter or under any of the other Related Documents.

Section 2.28. Funding Indemnity. In the event a Fixed Rate Revolving Loan is continued, converted, paid or prepaid on a day other than the last day of the Rate Period for such Revolving Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise) or the Corporation fails to prepay, borrow, continue or convert any Fixed Rate Revolving Loan on the date or in the amount notified by the Corporation to the Bank, the Corporation or the County, on behalf of the Corporation, shall pay to the Bank a prepayment premium or fee that is equal to the amount by which:

(a) The additional interest that would have been payable on the amount prepaid had it not been paid until the last day of the Rate Period, *exceeds*

(b) The interest that would have been recoverable by the Bank by investing the amount prepaid at LIBOR for a period starting on the date on which it was prepaid and ending on the last day of the Rate Period. If LIBOR is not available for that period, the rate for that period shall be determined using a straight-line interpolation between LIBOR for the closest available periods.

Such prepayment premium or fee shall be determined and calculated by the Bank. A certificate of the Bank setting forth the amount of such prepayment premium or fee and delivered to the Corporation shall be conclusive absent manifest error. The Corporation or the County, on behalf of the Corporation, shall pay the Bank the amount shown as due on any such certificate within sixty (60) days after receipt thereof.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.1. Conditions to Effectiveness. This Agreement shall become binding on the parties hereto upon the fulfillment of the following conditions precedent on or before the Effective Date in form and substance and in a manner satisfactory to the Bank:

(a) The Bank shall have received:

(i) Certified copies of the resolutions of the Corporation and the County approving this Agreement, the Fee Letter and the other Related Documents and the other matters contemplated hereby and thereby, and all other documents, including records of proceedings of the Corporation and the County, instruments, governmental approvals, third party approvals and opinions as the Bank and its counsel may reasonably request evidencing any other necessary action;

(ii) A certificate of the Corporation and the County stating the names and true signatures of the officers of the Corporation and the County authorized to sign this Agreement, the Fee Letter and the other documents to be delivered by the Corporation and the County hereunder;

(iii) Executed or conformed copies of each of the Related Documents and the Interbank Agreement in form and substance satisfactory to the Bank;

(iv) A letter addressed to the Bank from Note Counsel, entitling the Bank to rely on such firm's approving Note opinion addressed to the Corporation and such other customary matters as the Bank may reasonably request;

(v) Evidence from Moody's and S&P confirming that the underlying unenhanced long-term rating assigned to the General Obligation Debt is "Aa2" (or its equivalent) by Moody's and "AA" (or its equivalent) by S&P (collectively referred to herein as the "*Rating Documentation*");

(vi) The Tax-Exempt Governmental Note, the Tax-Exempt 501(c)(3) Note and the Taxable Note, each duly executed by the Corporation and authenticated by the Trustee and delivered to the Bank;

(vii) A certificate of the County setting forth the annual fair rental value of each Component;

(viii) Certificates of the Corporation and the County stating that (A) on the Effective Date, no event has occurred and is continuing, or would result from the execution and delivery of this Agreement or the Fee Letter, which constitutes an Event of Default or would constitute an Event of Default but for the

requirement that notice be given or time elapse or both; and (B) on the Effective Date and after giving effect to the issuance of the execution and delivery of this Agreement and the Fee Letter, all representations and warranties of the Corporation and the County contained herein and in the other Related Documents or otherwise made in writing in connection herewith and therewith shall be true and correct with the same force and effect as though such representations and warranties had been made on and as of the Effective Date;

(ix) An opinion of the County Counsel, as counsel to the Corporation, dated the Effective Date in form and substance satisfactory to the Bank and its counsel, and addressed to the Bank;

(x) An opinion of the County Counsel, as counsel to the County, dated the Effective Date in form and substance satisfactory to the Bank and its counsel, and addressed to the Bank;

(xi) An opinion of Note Counsel dated the Effective Date addressed to the Bank in form and substance satisfactory to the Bank and its counsel, and addressed to the Bank as to the due authorization, execution and delivery, validity and enforceability with respect to the Corporation and the County of this Agreement, the Fee Letter, the Notes, the Trust Agreement, the Sublease and the Site Lease, and the exclusion of interest on the Tax-Exempt Loans from gross income for federal income tax purposes of the Bank or any Participant and such other matters as the Bank and its counsel may reasonably request;

(xii) Audited financial statements for the County for the two most recently available fiscal years and the most recent operating budget summaries for the County's General Fund for the current fiscal year;

(xiii) Evidence of title insurance on the Components in the form of a CLTA leasehold policy (10-21-87) of title insurance insuring the Trustee, in an amount not less than the Maximum Principal Amount, subject only to such exceptions as shall be acceptable to the Bank, with such endorsements and affirmative coverages as may be reasonably required by the Bank, and otherwise in form and substance satisfactory to the Bank and its counsel and issued by an insurance company acceptable to the Bank and its counsel and authorized to issue such insurance in the State of California;

(xiv) Evidence of the County's current hazard and rental interruption insurance for the Components for a period of at least two (2) years Maximum Base Rental, assuming an interest rate of 10% per annum, and such evidence of insurance shall be satisfactory to the Bank. The Bank shall also have received a certificate from the County stating that the County's current policies of insurance and any self-insurance or alternative risk management programs maintained by the County comply with the provisions of Section 4.3 of the Sublease and

Sections 5.1(q) hereof. Any such commercial insurance policies shall be issued by insurers rated “A” or better by Best’s or approved by the Bank;

(xv) A copy of the investment policy of the County;

(xvi) Certificate of the Trustee evidencing the signatures and offices of officers of the Trustee executing the Related Documents and with respect to such other matters as the Bank may reasonably request, and an opinion of counsel to the Trustee, in form and substance satisfactory to the Bank and its counsel, and addressed to the Bank;

(xvii) An IRS Form W-9 duly completed by the Corporation and the County;

(xviii) A written description of all actions, suits or proceedings pending or threatened against the County or the Corporation in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a material adverse effect on either the County’s or the Corporation’s ability to perform its obligation under this Agreement or any other Related Document and such other statements, certificates, agreements, documents and information with respect thereto as the Bank may reasonably request;

[(xix) An updated listing of all of the Property and Components (identifying the leased properties accompanied by sufficient property descriptions) evidencing fair rental values acceptable to the Bank to support Debt not to exceed \$600,000,000 in the aggregate; and]

(xx) Such other documents, certificates, opinions, approvals and filings with respect to the Related Documents and this Agreement as the Bank may reasonably request.

(b) All other legal matters pertaining to the execution and delivery of this Agreement, the other Related Documents and the execution and delivery of the first installment of the Notes shall be reasonably satisfactory to the Bank and its counsel.

(c) The Corporation shall have made payment to the Bank of all amounts due on the Effective Date under the Fee Letter and Section 7.6 hereof.

(d) Prior to the Effective Date, the Bank shall have received evidence that all amounts due and owing to the Previous Bank set forth in applicable invoices received by the County from the Previous Bank not later than seven days prior to the Effective Date, have been paid in full and the Previous Letters of Credit have been terminated.

(e) None of the Tax-Exempt Governmental Note, the Tax-Exempt 501(c)(3) Note or the Taxable Note shall be (1) assigned a separate rating by any Rating Agency,

- (2) registered with The Depository Trust Company or any other securities depository or
- (3) issued pursuant to any type of offering document or official statement.

[(f) Any of the Property and Components that became subject to the Sublease after April 26, 2010 shall be subject to due diligence, including title reports, environmental reports and appraisals and the results of such due diligence must be satisfactory to the Bank in all respects.]

Section 3.2. Conditions Precedent to Each Revolving Loan. The obligation of the Bank to make a Revolving Loan on any date is subject to the conditions precedent that on the date of such Revolving Loan:

(a) The Bank shall have received a Request for Revolving Loan as provided in Section 2.3(c) hereof;

(b) The representations and warranties made by the Corporation and the County in Article IV hereof (other than in Sections 4.1(g) and 4.2(g) hereof) shall be true and correct in all material respects on and as of such date, as if made on and as of such date;

(c) No Event of Default shall have occurred and be continuing;

(d) After giving effect to any Revolving Loan, the aggregate principal amount of all Loans outstanding hereunder shall not exceed the Initial Commitment Amount. After giving effect to any Revolving Loan, the sum of the aggregate principal amount of all Tax-Exempt Revolving Loans *plus* the aggregate principal amount of all Tax-Exempt Term Loans outstanding hereunder will not exceed the Available Tax-Exempt Commitment or the Tax-Exempt Commitment Sublimit. After giving effect to any Revolving Loan, the sum of the aggregate principal amount of all Taxable Revolving Loans *plus* the aggregate principal amount of all Taxable Term Loans outstanding hereunder will not exceed the Available Taxable Commitment or the Taxable Commitment Sublimit;

(e) With respect to a Tax-Exempt Revolving Loan, the Bank shall have received an opinion from Note Counsel dated the date of such Tax-Exempt Revolving Loan as to the exclusion of interest on the Tax-Exempt Loans from gross income for federal income tax purposes, in form and substance satisfactory to the Bank and the Bank shall have received evidence that an IRS Form 8038-G has been duly completed by Note Counsel and signed by the Corporation;¹

¹ We understand that Note Counsel's tax attorney is evaluating the tax characteristics of the Tax-Exempt Notes; we look forward to hearing his analysis and discussing the same.

(f) The Commitment and the obligation of the Bank to make a Revolving Loan hereunder shall not have terminated pursuant to Section 6.2 hereof or pursuant to Section 2.24 hereof.

Unless the Corporation and the County shall have otherwise previously advised the Bank in writing, delivery to the Bank of a Request for Revolving Loan shall be deemed to constitute a representation and warranty by the Corporation and the County that on the date of such Request for Revolving Loan and on the date of the proposed Revolving Loan each of the foregoing conditions has been satisfied and that all representations and warranties of the Corporation and the County as set forth in Article IV hereof (other than in Sections 4.1(g) and 4.2(g) hereof) are true and correct in all material respects as though made on the date of such Request for Revolving Loan and no Event of Default shall have occurred and be continuing on the date of such Request for Revolving Loan.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1. County Representations and Warranties. The County represents and warrants that, as of the date on which this Agreement is executed:

(a) *Existence.* The County is validly existing as a political subdivision of the State, duly organized and created and validly existing under the Constitution of the State with full right and power to own its properties and to carry on its affairs as now being conducted and to pledge the security and to execute, deliver and perform its obligations under this Agreement and each Related Document to which it is a party.

(b) *Authorization; Contravention.* The execution, delivery and performance by the County of this Agreement and the other Related Documents to which it is a party are within the County's powers, have been duly authorized by all necessary action, require no further consent or action by or in respect of, or filing with, any governmental body, agency, official or other Person and do not violate or contravene, or constitute a default under, any provision of applicable law, charter, ordinance or regulation or of any material agreement, judgment, injunction, order, writ, determination, award, decree or material instrument binding upon the County or by which the County or its properties may be bound or affected, or result in the creation or imposition of any lien or encumbrance on any asset of the County (other than pursuant to such enumerated documents). The County is not a party to, or otherwise subject to, any provision contained in any instrument evidencing indebtedness of the County, any agreement relating thereto, or any other contract or agreement (including its charter) that limits the amount of, or otherwise imposes restrictions on, the incurring of obligations of the County that would materially and adversely affect the ability of the County to perform its obligations hereunder or under any other Related Documents to which it is a party.

(c) *Binding Effect.* Assuming due execution by the other parties thereto, this Agreement and the other Related Documents to which the County is a party each constitutes a valid, binding and enforceable agreement of the County, subject to applicable laws affecting creditors' rights generally and general principles of equity regardless of whether such enforceability is considered in a proceeding at law or in equity.

(d) *No Default.* It is not, in any material respect, in breach of or default under its organizational documents, or any applicable law or administrative regulation of the State or of the United States, relating, in each case, to the transactions contemplated hereby or by the other Related Documents, or any applicable judgment, decree, loan agreement, note, resolution, ordinance or other material agreement to which it is a party or is otherwise subject. Late delivery of financial statements or other reporting documentation shall not be deemed material for purposes of this Section.

(e) *Litigation.* Except as required to be disclosed in writing to the Bank pursuant to Section 5.1(g) hereof prior to the Effective Date, there is no action, suit or proceeding pending in which service of process has been completed on the County, or to the best knowledge of the County after due inquiry, threatened against or affecting, the County before any court or arbitrator or any governmental body, agency or official seeking to restrain or enjoin the issuance, sale, execution or delivery of the Notes or in any way contesting or affecting the validity of the Notes or in which there is a reasonable possibility of an adverse decision which could have a material adverse effect on (i) the ability of the County to perform its obligations hereunder or under the Related Documents to which it is a party or (ii) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(f) *No Sovereign Immunity.* The County does not enjoy any rights of immunity on the grounds of sovereign immunity with respect to its obligations hereunder or under any other Related Document to which it is a party or by which it is bound.

(g) *Incorporation of Representations and Warranties by Reference.* As of the Effective Date, the County hereby makes to the Bank the same representations and warranties made by the County as are set forth in the Related Documents (other than this Agreement) to which it is a party, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety. No amendment to such representations and warranties or defined terms made pursuant to the Related Documents (other than this Agreement) to which it is a party shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the consent of the Bank.

(h) *No Proposed Legal Changes.* To the best knowledge of the County after due inquiry, there is no amendment, or no proposed amendment certified for placement on a statewide ballot, to the Constitution of the State of California or any published administrative interpretation of the Constitution of the State of California or any State of

California law, or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect (i) the execution and delivery of this Agreement or the other Related Documents to which the County is a party, or (ii) the performance by the County of its obligations under this Agreement or the other Related Documents to which the County is a party.

(i) *Reserved.*

(j) *Title to Property; Sublease.* The County has good and marketable fee simple title to all of the Components, subject only to Permitted Encumbrances. The Sublease is in full force and effect. The County, as lessee under the Sublease, is in peaceable possession of the Property. No waiver, indulgence or postponement of any of the County's obligations under the Sublease has been granted by the Trustee. There exists no event of default or event, occurrence, condition or act that, with the giving of notice, the lapse of time or the happening of any further event or condition, would become a default under the Sublease.

(k) *Disclosure.* Except as disclosed in writing to the Bank prior to the Effective Date, there is no fact known to the County, as of the date this representation is made, that would have a material adverse effect on (i) the ability of the County to perform its obligations hereunder or under the other Related Documents to which it is a party or (ii) the enforceability or validity of any of the Related Documents.

(l) *Financial Information.* The consolidated statement of financial position of the County as of June 30, 2012, as well as each CAFR of the County as of any more recent date, delivered to the Bank pursuant to this Agreement, fairly present the financial condition of the County as at such date and the results of the operations of the County for the period ended on such date, all in accordance with generally accepted accounting principles consistently applied, and since the date of such financial information, there has been no change in the business, financial condition, results of operations, or prospects of the County which would materially and adversely affect the ability of the County to perform its obligations hereunder or under any other Related Documents to which it is a party.

(m) *Legal Matters.* The County is in material compliance with all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction over the County, non-compliance with which would materially and adversely affect the ability of the County to perform its obligations hereunder or under any other Related Documents to which it is a party.

(n) *Environmental Laws.* Except as otherwise disclosed to the Bank prior to the Effective Date and to the best knowledge of County after due inquiry, with respect to each of the Components, the County is in material compliance with all applicable Environmental Laws (except to the extent non-compliance would have no material adverse effect on the annual fair market rental value of any such Component) of which

compliance includes, but is not limited to, the possession by the County of all material permits and other governmental authorization required under applicable Environmental Laws, and compliance with the terms and conditions thereof. To its knowledge after due inquiry, the County has not received any written communication that alleges that the County is not in such compliance.

(o) *ERISA*. The County does not maintain or contribute to, and has not maintained or contributed to, any Plan that is subject to Title IV of ERISA.

(p) *Regulations U and X*. The County is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System); and no proceeds of the Notes will be used to extend credit to others for the purpose of purchasing or carrying any margin stock, or for any other purpose that would violate Regulation U or X issued by the Board of Governors of the Federal Reserve System.

(q) *No Tax or Fee*. Neither the execution or delivery of this Agreement or the advance of any amounts pursuant to this Agreement will give rise to any tax or fee imposed by any local or state agency or governmental body.

(r) *Usury*. The terms of this Agreement and the other Related Documents regarding calculation and payment of interest and fees do not violate any applicable usury laws.

(s) *Solvency*. The County is solvent.

(t) *Essentiality*. The Property is an essential asset of the County necessary to serve the needs of the residents of the County. The County believes that at all times while any Rental Payments or any obligation of the County under the Related Documents remains unpaid, the Property will remain an essential asset of the County.

(u) *Fair Rental Value*. The total Rental Payments for the Property do not exceed the fair rental value of the Property. 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 which will accrue to the County and the general public.

Section 4.2. Corporation Representations and Warranties. The Corporation represents and warrants that, as of the date on which this Agreement is executed:

(a) *Existence*. The Corporation is validly existing as a non-profit public benefit corporation under the laws of the State, including the State Constitution, with full right and power to own its properties and to carry on its affairs as now being conducted and to issue the Notes, to pledge the security and to execute, deliver and perform its obligations under this Agreement and each Related Document to which it is a party.

(b) *Authorization; Contravention.* The execution, delivery and performance by the Corporation of this Agreement, the Notes and the other Related Documents to which it is a party are within the Corporation's powers, have been duly authorized by all necessary action, require no further consent or action by or in respect of, or filing with (except as has previously been made), any governmental body, agency, official or other Person and do not violate or contravene, or constitute a default under, any provision of applicable law, articles of incorporation, bylaws, ordinance or regulation or of any material agreement, judgment, injunction, order, writ, determination, award, decree or material instrument binding upon the Corporation or by which the Corporation or its properties may be bound or affected, or result in the creation or imposition of any lien or encumbrance on any asset of the Corporation (other than pursuant to such enumerated documents). The Corporation is not a party to, or otherwise subject to, any provision contained in any instrument evidencing indebtedness of the Corporation, any agreement relating thereto, or any other contract or agreement (including its articles of incorporation and bylaws) that limits the amount of, or otherwise imposes restrictions on, the incurring of obligations of the Corporation that would materially and adversely affect the ability of the Corporation to perform its obligations hereunder or under any other Related Documents to which it is a party.

(c) *Binding Effect.* Assuming due execution by the other parties thereto, this Agreement and the other Related Documents to which the Corporation is a party each constitutes a valid, binding and enforceable agreement of the Corporation, subject to applicable laws affecting creditors' rights generally and general principles of equity regardless of whether such enforceability is considered in a proceeding at law or in equity.

(d) *No Default.* It is not, in any material respect, in breach of or default under its articles of incorporation or its bylaws or other similar documents, or any applicable law or administrative regulation of the State or of the United States, relating, in each case, to the issuance of debt securities by it, or any applicable judgment, decree, loan agreement, note, resolution, ordinance or other material agreement to which it is a party or is otherwise subject. Late delivery of financial statements or other reporting documentation shall not be deemed material for purposes of this Section.

(e) *Litigation.* Except as required to be disclosed in writing to the Bank pursuant to Section 5.1(g) hereof prior to the Effective Date, there is no action, suit or proceeding pending in which service of process has been completed on the Corporation, or to the best knowledge of the Corporation after due inquiry, threatened against or affecting, the Corporation before any court or arbitrator or any governmental body, agency or official seeking to restrain or enjoin the issuance, sale, execution or delivery of the Notes or in any way contesting or affecting the validity of the Notes or in which there is a reasonable possibility of an adverse decision which could have a material adverse effect on (i) the ability of the Corporation to perform its obligations hereunder or under the Related Documents to which it is a party or (ii) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(f) *No Sovereign Immunity.* The Corporation does not enjoy any rights of immunity on the grounds of sovereign immunity with respect to its obligations hereunder or under any other Related Document to which it is a party or by which it is bound.

(g) *Incorporation of Representations and Warranties by Reference.* As of the Effective Date, the Corporation hereby makes to the Bank the same representations and warranties made by the Corporation as are set forth in the Related Documents (other than this Agreement) to which it is a party, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety. No amendment to such representations and warranties or defined terms made pursuant to the Related Documents (other than this Agreement) to which it is a party shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the consent of the Bank.

(h) *No Proposed Legal Changes.* To the best knowledge of the Corporation after due inquiry, there is no amendment, or no proposed amendment certified for placement on a statewide ballot, to the Constitution of the State of California or any published administrative interpretation of the Constitution of the State of California or any State of California law, or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect (i) the execution and delivery of this Agreement or the other Related Documents to which the Corporation is a party, or (ii) the performance by the Corporation of its obligations under this Agreement or the other Related Documents to which the Corporation is a party.

(i) *Reserved.*

(j) *Title to Property.* The Corporation has good and marketable leasehold title to all of the Components pursuant to the Site Lease. The Site Lease is in full force and effect. The Corporation, as lessee under the Site Lease, is in peaceable possession of the Property. No waiver, indulgence or postponement of any of the Corporation's obligations under the Site Lease has been granted by the County. There exists no event of default or event, occurrence, condition or act that, with the giving of notice, the lapse of time or the happening of any further event or condition, would become a default under the Site Lease.

(k) *Disclosure.* Except as disclosed in writing to the Bank prior to the Effective Date, there is no fact known to the Corporation that would have a material adverse effect on (i) the ability of the Corporation to perform its obligations hereunder or under the other Related Documents to which it is a party or (ii) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(l) *Usury.* The terms of this Agreement and the Related Documents regarding calculation and payment of interest and fees do not violate any applicable usury laws.

(m) *Legal Matters.* The Corporation is in material compliance with all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction over the Corporation, non-compliance with which would materially and adversely affect the ability of the Corporation to perform its obligations hereunder or under any other Related Documents to which it is a party.

(n) *Pledged Property.* The Trust Agreement creates a valid security interest in the Pledged Property as security for the punctual payment and performance of the obligations of the Corporation under this Agreement and under the Notes.

(o) *Regulations U and X.* The Corporation is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System); and no proceeds of the Notes will be used to extend credit to others for the purpose of purchasing or carrying any margin stock, or for any other purpose that would violate Regulation U or X issued by the Board of Governors of the Federal Reserve System.

(p) *No Tax or Fee.* Neither the execution or delivery of this Agreement or the advance of any amounts pursuant to this Agreement will give rise to any tax or fee imposed by any local or state agency or governmental body.

(q) *ERISA.* The Corporation does not maintain or contribute to, and has not maintained or contributed to, any Plan that is subject to Title IV of ERISA.

(r) *Solvency.* The Corporation is solvent.

ARTICLE V

COVENANTS

Section 5.1. Covenants. The Corporation and the County each agrees that so long as the Commitment hereunder remains outstanding or any amount payable hereunder and/or under the Fee Letter remains unpaid:

(a) *Information.* The County and the Corporation will prepare or cause to be prepared and deliver to the Bank the following:

(i) as promptly as available (and in any event within 270 days following the end of each Fiscal Year of the County), the complete Comprehensive Annual Financial Report (“CAFR”) of the County, certified as to the fairness of presentation and conformity with generally accepted accounting principles by a recognized firm of independent certified public accountants;

(ii) concurrently with the delivery of each CAFR pursuant to (a)(i) above, upon the request of the Bank, a certificate from a County Representative

certifying that such County Representative has no knowledge of any event which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both, that has occurred and is continuing and a certificate from a the Corporation Representative certifying that such the Corporation Representative has no knowledge of any event which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both, that has occurred and is continuing;

(iii) upon the request of the Bank, within ninety (90) days of proposal or adoption (as the case may be) of the most recently proposed or adopted annual operating budget of the County (as the case may be) with respect to the County's General Fund, evidence that such annual operating budget with respect to the County's General Fund includes therein all Minimum Required Rental Payments and Additional Payments due during such period, if not otherwise paid from capitalized interest funded by proceeds of the Notes; and

(iv) such other information respecting the affairs, conditions and/or operations, financial or otherwise, of the County or the Corporation, as the Bank may from time to time reasonably request.

All factual information hereinafter delivered by the Corporation or the County in writing to the Bank will be, to the knowledge of the authorized person delivering such information after reasonable inquiry, accurate and complete in all material respects on the date as of which such information is certified.

(b) *Amendments to Related Documents.* Without the prior written consent of the Bank, the Corporation and the County will not agree or consent to any amendment, supplement, waiver or modification of any provision of any Related Document to which the Corporation or the County is a party that affects the rights, interests, security or remedies of the Bank hereunder.

[(c) *Incorporation of Covenants by Reference.* The Corporation and the County each agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the Related Documents to which it is a party, which provisions, as well as related defined terms contained herein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety. To the extent that any such incorporated provision permits any Person to waive compliance with or consent to such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to any Person, for purposes of this Agreement, such provision shall be complied with only if it is waived or consented to by the Bank and such document, opinion or other instrument shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Bank.]

(d) *Defaults.* The Corporation and the County will promptly (and in any event within ten Business Days after becoming aware thereof) notify the Bank of the occurrence of any Default or Event of Default, specifying the details of such Event of Default and, to the extent a determination has been made, the action that the Corporation proposes to take with respect thereto.

(e) *Books, Records.* The Corporation and the County will permit, during normal business hours and from time to time, upon reasonable prior notice, the Bank or any of its agents or representatives to examine and make copies of and abstracts from the records and books of account of the Corporation and the County, respectively (except records and books of accounts the examination of which by the Bank is prohibited by law), and to discuss the affairs, finances and accounts of the Corporation and the County with any representative or any other appropriate officer of the Corporation and the County or the Corporation's or the County's independent public accountants. Without limiting the foregoing, upon reasonable prior notice the Corporation shall permit the Bank to visit and inspect any of the Property during regular business hours as often as the Bank may reasonably request.

(f) *Other Obligations.* The Corporation and the County will each comply with and observe all other obligations and requirements set forth in the Trust Agreement and each other Related Document to which it is a party (including without limitation all provisions therein for the benefit of the Bank) in all material respects and in all laws, statutes and regulations binding upon it, noncompliance with which would materially adversely affect the Corporation's or the County's ability to perform its respective obligations under the Notes, this Agreement or any of the other Related Documents.

(g) *Litigation; Material Change.* The Corporation and the County shall promptly notify the Bank of (i) the existence and status of any litigation which individually or in the aggregate could, in the event of an unfavorable outcome, or (ii) the occurrence of any other event or change which could have a material adverse effect on (A) the ability of the Corporation or the County to perform their respective obligations hereunder or under the other Related Documents or (B) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(h) *Obligations under Related Documents.* The Corporation and the County shall take all actions as may be reasonably requested by the Bank to enforce the obligations under the Related Documents of each of the other parties thereto.

(i) *Replacement of Certain Entities.* The Corporation and the County shall provide the Bank with prior written notice of the replacement of any other entity that is a party to a Related Document.

(j) *Limitation on Voluntary Liens.* The Corporation and the County shall not create a pledge, lien or charge on any part of the Property or the Pledged Property, other than Permitted Encumbrances and other than the lien in favor of holders of the Notes and the Bank; *provided, further,* that in no event shall any pledge, lien or charge on the

Property or Pledged Property securing any swap termination or payments provided for pursuant to any Swap Contract be first in priority to the pledge, lien or charge on any part of the Property or the Pledged Property or any other obligation owed to the Bank hereunder. The County and the Corporation covenant (i) to keep the Components and all parts thereof free from judgments, and materialmen's and mechanics' liens, claims, demands, encumbrances, liabilities and other liens of whatever nature or character, which, in each case, might hamper the County in utilizing the Components; and (ii) promptly, upon request of the Bank, to take such action from time to time as may be reasonably necessary or proper to remedy or cure any cloud upon or defect in the title to the Components or any part thereof, whether now existing or hereafter developing, to prosecute all actions, suits, or other proceedings as may be reasonably appropriate for such purpose.

(k) *County and the Corporation to Maintain Existence.* The Corporation agrees that it will maintain its existence as a California nonprofit public benefit corporation. The County agrees that it will maintain its existence as a political subdivision under its charter and the laws of the State.

(l) *Further Assurances.* The County and the Corporation will execute, acknowledge where appropriate, and deliver from time to time promptly at the request of the Bank all such instruments and documents as in the opinion of the Bank is reasonably necessary or desirable to carry out the intent and purposes of this Agreement.

(m) *No Impairment.* The County and the Corporation will not take any action, or cause or permit the Trustee to take any action, under the Trust Agreement, the Sublease or any other Related Document inconsistent with the rights and remedies of the Bank under this Agreement.

(n) *Lease Payments.* The County and the Corporation will not issue or authorize the issuance of any obligation payable from the Rental Payments (as defined in the Sublease) due under the Sublease other than the Notes.

(o) *References to the Bank.* Except as may be required by law (including federal and state securities laws), the County and the Corporation will not include any information concerning the Bank (other than identifying the Bank as a party to its contracts with the County and the Corporation) that is not supplied in writing, or otherwise consented to, by the Bank expressly for inclusion therein, in any written or published materials (other than the County's staff reports, annual statements, audited financial statements and rating agency presentations) without the prior written consent of the Bank; *provided* that, without the prior written consent of the Bank, the County may identify the Bank as a party to this Agreement, the Initial Commitment Amount, the Commitment Expiration Date and that the Corporation's and the County's obligations under this Agreement and the Fee Letter are secured by Pledged Property and Rental Payments, in other disclosure documents of the County, so long as no other information relating to the Agreement, the Fee Letter or the Bank is disclosed in such offering documents without the prior written consent of the Bank.

(p) *Title Insurance.* Title insurance shall be provided and maintained in the manner and in form and substance as set forth in the Sublease; *provided* that notwithstanding anything contained in the Sublease or any other Related Document to the contrary, any policy of title insurance shall be subject only to such exceptions as shall be acceptable to the Bank, with such endorsements and affirmative coverages as may be reasonably required by the Bank pursuant to Section 3.1(a)(xiii) hereof, including the CLTA/Bondholder endorsement (Form 112.2) and the Tie-In endorsement, and otherwise in form and substance satisfactory to the Bank and its counsel and issued by an insurance company acceptable to the Bank and its counsel and authorized to issue such insurance in the State.

(q) *Maintenance of Insurance.* Insurance shall be provided and maintained in the manner and in form and substance as set forth in the Sublease.

(r) *Covenants and Legal Duties.* Subject to Section 3.1(g) of the Sublease, the County agrees to include all Minimum Required Rental Payments and Additional Rental due under the Sublease in each Fiscal Year in its annual budget and to make the necessary annual appropriations for all such Minimum Required Rental Payments and Additional Rental, and for all Minimum Supplemental Rental Payments, if any, subject to Section 3.5 of the Sublease. The covenants on the part of the County herein contained and in the Sublease 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 such covenants and agreements.

(s) *Use of Proceeds.* The Corporation shall cause the Trustee to use the proceeds of Revolving Loans made under this Agreement to be expended solely within the requirements of the Trust Agreement.

(t) *Ratings.* (i) The County shall give written notice to the Bank as soon as practicable of the decrease, withdrawal or suspension of any rating maintained by the County at Moody's, Fitch or S&P in respect of its unenhanced General Obligation Debt; and (ii) the County shall cause to be maintained at least one long-term unenhanced rating on its General Obligation Debt by Moody's or S&P.

(u) *Voluntary Rent Abatement.* Except as required by law and the terms of the Sublease, the County shall not seek or assert a claim for abatement of rental payments under the Sublease.

(v) *Additional Rights.* In the event that the County shall enter into or otherwise consent to (A) any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, bond purchase agreement or other agreement or instrument (or any amendment, supplement or other modification thereof) under which, directly or indirectly, any Person or Persons undertake(s) (each a "Provider") to make or provide funds to make payment of, or to

purchase or provide credit or liquidity enhancement for or with respect to any Debt secured by, payable from or relating to the Sublease, Pledged Property or Rental Payments (each a “*Bank Agreement*”), which Bank Agreement (i) contains covenants that are more restrictive on the part of the County or the Corporation than those contained in this Agreement, (ii) contains events of default and/or remedies that are more favorable to the Provider under such Bank Agreement than those contained in this Agreement and/or (iii) provides that any outstanding principal, advance, loan or drawing thereunder may or shall be amortized over a period shorter than the Amortization Period set forth in Section 2.21 hereof (collectively, the “*Additional Rights*”) or (B) any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, bond purchase agreement or other agreement or instrument (or any amendment, supplement or other modification thereof) under which, directly or indirectly, any Provider undertakes to make or provide funds to make payment of, or to purchase or provide credit or liquidity enhancement for or with respect to any Debt of the County (each a “*County Agreement*”) which provides that any dispute arising under or relating to such County Agreement shall be subject to judicial reference pursuant to California Code of Civil Procedure Section 638 (or any successor provision thereof) (each a “*Judicial Reference Provision*”), such Additional Rights and/or Judicial Reference Provision, as applicable, shall automatically be deemed to be incorporated into this Agreement and the Bank shall have the benefits of such Additional Rights and/or Judicial Reference Provision, as applicable. Upon entering into or consenting to any Bank Agreement or County Agreement, the County and the Corporation shall promptly enter into an amendment to this Agreement to include such Additional Rights and/or Judicial Reference Provision, as applicable, provided that the Bank shall maintain the benefit of such Additional Rights and/or Judicial Reference Provision even if the County and/or the Corporation fails to provide such amendment. If the County shall amend any such Bank Agreement or County Agreement such that it no longer provides for such Additional Rights (except for waivers of such Additional Rights), then, without the consent of the Bank, this Agreement shall automatically no longer contain the Additional Rights thereunder and the Bank shall no longer have the benefits of any such Additional Rights.

(w) *Immunity*. To the fullest extent permitted by law, each of the Corporation and the County agrees not to assert the defense of immunity (on the grounds of sovereignty or otherwise) in any proceeding by the Bank to enforce any of the obligations of the Corporation or the County under this Agreement or any other Related Document.

(x) *ERISA*. The Corporation will comply in all material respects with Title IV of ERISA, if, when and to the extent applicable.

(y) *Alternate Credit Facility*. (i) The Corporation and the County agree to use their best efforts to obtain an Alternate Credit Facility for this Agreement or refinance or refund all Loans in the event that (x) the Bank decides not to extend the Commitment Expiration Date (such replacement to occur on the then current Commitment Expiration Date) or (y) this Agreement shall otherwise terminate in accordance with its terms.

(ii) The Corporation and the County shall not permit an Alternate Credit Facility to become effective with respect to less than all of the Notes without the prior written consent of the Bank.

(z) *Successor Providers.* The Corporation and the County agree that any future Bank Agreement will require, as a condition to the effectiveness of such Bank Agreement, that the Provider(s) under such Bank Agreement are party to the Interbank Agreement (by executing a joinder or similar agreement acceptable to the other parties to the Interbank Agreement) in a manner and substance acceptable to the other parties to the Interbank Agreement at such time.

[(aa) *CUSIP.* Upon request of the Bank, the Corporation shall, at its own expense, take all steps necessary to (i) obtain (within two Business Days of such request) a CUSIP number from Standard & Poor’s CUSIP Service for the Notes and (ii) obtain (within thirty (30) days of such request) an Investment Grade rating for the Notes and its CUSIP from at least one Rating Agency.]

ARTICLE VI

EVENTS OF DEFAULT

Section 6.1. Events of Default. The occurrence of any of the following events shall be an “Event of Default” hereunder:

(a) The Corporation or the County shall fail to pay (i) any Reimbursement Obligation or interest thereon as and when due hereunder, subject to the proviso in Section 2.6 hereof, or (ii) any other Obligation as and when due hereunder or under the Fee Letter and the continuation of such failure for a period of 30 days after written notice thereof;

(b) The Corporation or the County shall default in the performance of any of the covenants set forth in Section 5.1(b), (f), (j), (k), (n), (p), (q), (r), (s), (t)(ii) or (w) hereof;

(c) The Corporation or the County shall default in the performance of any other material term, covenant or agreement set forth herein or in the Fee Letter and such failure shall continue for a period of 30 days after written notice thereof shall have been given to the Corporation or the County, as applicable, by the Bank;

(d) Any representation, warranty, certification or material statement made by the Corporation or the County (or incorporated by reference) in this Agreement or by the Corporation or the County in any other Related Document or in any certificate, financial statement or other document delivered pursuant to this Agreement or any other Related Document shall prove to have been incorrect in any material respect when made;

(e) The County shall (A) fail to make any payment on any Material County Debt (other than the Notes) or any interest or premium thereon when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the later of (1) three calendar days following the due date for such payment or (2) the applicable grace period, if any, specified in the agreement or instrument relating to such Material County Debt; or (B) fail to perform or observe any material term, covenant or condition on its part to be performed or observed under any agreement or instrument relating to any Material County Debt when required to be performed or observed, and such failure shall not be waived and shall continue after the applicable grace period, if any, specified in such agreement or instrument, but only if such failure shall have resulted in the acceleration of the maturity of such Material County Debt; or (C) any Material County Debt shall be declared to be due and payable or be required to be prepaid (other than by a regularly scheduled required prepayment or an optional prepayment), prior to the stated maturity thereof; *provided, however*, that in the case of clause (A) or (B) any such failure shall not be considered an Event of Default hereunder if the same is being contested in good faith and by appropriate proceedings and such contest shall operate to stay the acceleration of the maturity of such Material County Debt;

(f) The Corporation or the County shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of its or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall declare a moratorium, or shall take any action to authorize any of the foregoing;

(g) A case or other proceeding shall be commenced against the Corporation or the County seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against the Corporation or the County under the federal bankruptcy laws as now or hereafter in effect, or any writ, judgment, warrant of attachment, execution or similar process shall be issued or levied against a substantial part of the property, assets or business of the Corporation or the County, and such proceedings or petition shall not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process shall not be stayed, released, appealed, vacated or fully bonded, within the time permitted by law after commencement, filing or levy, as the case may be;

(h) Any material provision of this Agreement, the Fee Letter or any other Related Document shall cease for any reason whatsoever to be a valid and binding

agreement of the Corporation or the County, or the Corporation or the County shall contest the validity or enforceability thereof;

(i) Any pledge or security interest created hereunder or under the Trust Agreement to secure any amounts due under this Agreement or under the Fee Letter shall fail to be valid or fully enforceable;

(j) An event of default shall occur under any of the Related Documents (other than this Agreement) or the County shall fail to make any payment under the Sublease when and as due;

(k) The long-term unenhanced rating by Moody's, Fitch or S&P on any General Obligation Debt of the County shall be withdrawn, suspended or otherwise unavailable for credit related reasons or reduced below "Baa3" (or its equivalent), "BBB-" (or its equivalent) or "BBB-" (or its equivalent), respectively;

(l) One or more final, nonappealable judgments or orders for the payment of money in the aggregate amount of \$50,000,000 or more shall be rendered against the County and such judgment or order shall continue unsatisfied and unstayed for a period of ninety (90) days; or

(m) Any "Event of Default" as defined in any of the Other Bank Agreements shall have occurred.

Section 6.2. Rights and Remedies upon Default. Upon the occurrence of an Event of Default hereunder, the Bank may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(a) by written notice to the Corporation and the County, declare the Notes, in whole or in part, and all or some Loans, as well as any other Obligation, and all interest thereon, to be a Default Advance hereunder due and payable in the manner set forth in and subject to Section 2.6 hereof, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, and an action therefor shall immediately accrue;

(b) deliver a written notice to the Trustee and the Corporation that an Event of Default has occurred and is continuing and direct the Trustee to take such other remedial action as is provided for in the Trust Agreement;

(c) by written notice to the Corporation, reduce the Available Commitment to zero and thereafter the Bank will have no further obligation to make Revolving Loans or Term Loans hereunder and/or terminate the Commitment; and

(d) exercise, or cause to be exercised, any and all remedies as it may have under the Related Documents and as otherwise available at law and at equity.

Notwithstanding anything to the contrary contained in the preceding sentence, upon the occurrence or existence of an Event of Default of the type described in Section 6.1(f) or (g), the remedies described in the foregoing clause (i) shall occur immediately and automatically without notice or further action on the part of the Bank or any other person. Anything in Article II-B and II-C hereof the contrary notwithstanding, from and after the occurrence an Event of Default, all Reimbursement Obligations shall bear interest at the Default Rate.

Nothing contained in this Section 6.2 shall result in, or be construed to require, an acceleration of Base Rental under the Sublease and nothing contained in this Section 6.2 is intended to abrogate abatement of Base Rental made in accordance with the terms of the Sublease.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Amendments and Waivers. No amendment, change, discharge or waiver of any provision of this Agreement or the Fee Letter, nor consent to any departure by the Corporation or the County therefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Corporation or the County in any case shall entitle the Corporation or the County, as the case may be, to any other or further notice or demand in the same, similar or other circumstances.

Section 7.2. Notices. All notices and other communications provided for hereunder shall be in writing (including facsimiles) and mailed or faxed or delivered:

If to the Corporation: Los Angeles County Capital Asset Leasing Corporation
500 West Temple Street, Room 432
Los Angeles, California 90012
Attention: Treasurer and Tax Collector
Facsimile: (213) 625-2249
Telephone: (213) 974-7175

if to the County: County of Los Angeles, California
500 West Temple Street, Room 432
Los Angeles, California 90012
Attention: Treasurer and Tax Collector
Facsimile: (213) 625-2249
Telephone: (213) 974-7175

if to the Bank: Bank of America, N.A.
[_____]]
[_____]]
Attention: [_____]]
Facsimile: [_____]]

Telephone: [_____]
Email: [_____]

if to the Trustee:

Deutsche Bank National Trust Company
1761 E. Saint Andrew Place
Santa Ana, California 92705
Attention: Trust and Securities Services
(Municipal Group)
Telephone: (415) ____ - ____
Facsimile: (415) ____ - ____

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and communications shall, when mailed or faxed, be effective when deposited in the mails or faxed, respectively, addressed as aforesaid, except that notice to the Bank pursuant to the provisions of Article II shall not be effective until received by the Bank.

Section 7.3. No Waiver; Remedies. No failure on the part of the Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. No notice to or demand on the Corporation or the County in any case shall entitle the Corporation or the County to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the Bank to any other or further action in any circumstances without notice or demand. The remedies herein provided and in the Notes are cumulative and not exclusive of any remedies provided by law.

Section 7.4. Indemnification. (a) In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, the Corporation and the County each hereby agrees (to the fullest extent permitted by law) to indemnify and hold harmless the Bank and its respective officers, directors, employees and agents (the "*Indemnified Parties*") from and against any and all claims, damages, losses, liabilities, costs or expenses which such Indemnified Parties may incur (including, without limitation, reasonable attorneys fees) or which may be claimed against such Indemnified Parties by any person or entity whosoever by reason of or in connection with (i) the consummation of the transactions contemplated hereby or thereby, or, in the case of the Bank the administration of this Agreement, the Commitment, the Fee Letter and the Notes; (ii) any Loans or the use or proposed use of the proceeds therefrom; (iii) the validity, sufficiency, enforceability or genuineness of any Related Document; (iv) the extension of the Commitment or the use of any proceeds of any Loan; (v) the execution, delivery and performance of this Agreement or any other Related Document, or the making or the failure to honor a properly presented and conforming drawing under the Commitment; or (vi) any Property; *provided, however*, neither the Corporation nor the County, shall be required to indemnify an Indemnified Party pursuant to this Section 7.4(a) for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Bank. Nothing under this Section 7.4 is intended to limit the Corporation's or the County's payment of the Obligations.

(b) To the extent not prohibited by applicable law, the Corporation and the County agree to indemnify and hold the Bank harmless (on a net after-tax basis) from any present or future claim or liability for stamp, transfer, documentary, excise or other similar tax and any penalties or interest with respect thereto, which may be assessed, levied or collected by any jurisdiction in connection with the execution, delivery and performance of, or any payment made under, this Agreement, the Notes and the other Related Documents, or any amendment thereto.

(c) The obligations of the Corporation and the County under this Section 7.4 shall survive the payment of the Obligations and the termination of this Agreement.

Section 7.5. Liability of the Bank. Neither the Bank nor any of its respective officers, directors, employees or agents shall be liable or responsible for (i) the use which may be made of the proceeds of any Loans or this Agreement, (ii) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon (other than the validity as against the Bank of any agreement to which the Bank is a party), even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged, (iii) the lack of validity or enforceability of this Agreement, the Notes, any other Related Document or any other agreement or instrument relating thereto (other than the validity or enforceability as against the Bank of any agreement to which the Bank is a party), (iv) payment by the Bank against presentation of documents that do not comply strictly with the terms of this Agreement or a Request for Revolving Loan, including failure of any documents to bear any reference or adequate reference to this Agreement, the Commitment, the Loans or the Notes, (v) errors, omissions, interruptions or delays in transmission or delivery of any messages, by telex, mail, cable, telegraph, facsimile or otherwise, whether or not they have been in cipher, in connection with this Agreement, any Loans or the Notes, (vi) errors in interpretation of technical terms, (vii) any consequences arising from causes beyond the control of the Bank, including, without limitation, any acts of governmental entities, or (viii) any other circumstances whatsoever in making or failing to make payment under the Commitment, this Agreement or pursuant to a Request for Revolving Loan; *provided*, that the Corporation and the County shall have claims against the Bank, and the Bank shall be liable to the Corporation and the County to the extent of any direct, as opposed to consequential, special, punitive, exemplary or indirect damages suffered by the Corporation or the County which the Corporation and the County prove were caused by the Bank's willful misconduct or gross negligence. In furtherance and not in limitation of the foregoing, the Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information (other than actual knowledge to the contrary) to the contrary.

Section 7.6. Expenses; Documentary Taxes. The Corporation shall pay or cause to be paid (a) fees and document production costs and disbursements of Chapman and Cutler LLP, special counsel for the Bank, in connection with the preparation of this Agreement, the Fee Letter and the Notes, (b) all reasonable out-of-pocket travel and other expenses incurred by the Bank in connection with this Agreement, the Fee Letter and the Notes, (c) all reasonable out-of-pocket expenses of the Bank, including fees and disbursements of counsel, in connection with any waiver or consent hereunder or any amendment hereof or any Default or alleged Default hereunder, and (d) all reasonable out-of-pocket expenses incurred by the Bank, including fees and disbursements of counsel, in connection with any Event of Default or any investigation

or enforcement proceedings with respect to this Agreement, the Loans or any other Related Document. The Corporation shall reimburse the Bank for any transfer taxes, documentary taxes, assessments or charges made by any governmental authority by reason of the execution a delivery of this Agreement or any Related Document or the acquisition or disposition by the Bank of a Note pursuant to this Agreement.

Section 7.7. Successors and Assigns; Participations.

(a) *Successors and Assigns Generally.* This Agreement shall become effective when it shall have been executed by the Corporation, the County and the Bank and thereafter shall be binding upon and inure to the benefit of the Corporation, the County and the Bank and their respective successors and assigns. This Agreement is a continuing obligation and shall be binding upon the County and the Corporation, their successors, transferees and assigns and shall inure to the benefit of the holders of the Notes and their respective permitted successors, transferees and assigns. The County and the Corporation may not assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of the Bank. Notwithstanding anything to the contrary set forth herein, the Bank may not assign their obligation to fund Revolving Loans and Loans pursuant to the terms of this Agreement without the prior written consent of the County and the Corporation. Each holder of a Note may, in its sole discretion and in accordance with applicable Law, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the Note(s) and the other Related Documents in accordance with the provisions of paragraph (b) or (c) of this Section. Each holder of a Note may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (d) of this Section. Each holder of a Note may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section.

(b) *Sales and Transfers by Holder of a Note to a Bank Transferee.* Without limitation of the foregoing generality, a holder of a Note may at any time sell or otherwise transfer to one or more transferees all or a portion of the Note(s) to a Person that is (i) a Bank Affiliate or (ii) a trust or other custodial arrangement established by the Bank or a Bank Affiliate, the owners of any beneficial interest in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the 1933 Act (each, a “*Bank Transferee*”). From and after the date of such sale or transfer, Bank of America, N.A. (and its successors) shall continue to have all of the rights of the Bank hereunder and under the other Related Documents as if no such transfer or sale had occurred; *provided, however*, that (A) no such sale or transfer referred to in clause (b)(i) or (b)(ii) hereof shall in any way affect the obligations of the Bank hereunder, (B) the County and the Corporation and the Trustee shall be required to deal only with the Bank with respect to any matters under this Agreement and (C) in the case of a sale or transfer referred to in clause (b)(i) or (b)(ii) hereof, only the Bank shall be entitled to enforce the provisions of this Agreement against the County and the Corporation.

(c) *Sales and Transfers by Holder of a Note to a Non-Bank Transferee.* Without limitation of the foregoing generality, a holder of a Note may at any time sell or otherwise transfer all or a portion of the Note to one or more transferees which are not Bank Transferees but each of which constitutes (i) a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act and (ii) a commercial bank or any other financial institution

organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus, determined as of the date of any transfer pursuant to this clause (c), of not less than \$5,000,000,000 (each a “*Non-Bank Transferee*”) all or a portion of the Note(s) if written notice of such sale or transfer, including that such sale or transfer is to a Non-Bank Transferee, together with addresses and related information with respect to the Non-Bank Transferee, shall have been given to the County and the Corporation, the Trustee and the Bank (if different than the holder of a Note) by such selling holder of a Note and Non-Bank Transferee.

From and after the date the County and the Corporation and the Trustee have received written notice, the Non-Bank Transferee shall have the rights of a holder of a Note (other than its obligation to fund Revolving Loans and Loans, as more fully set forth in paragraph (a) of this Section 7.7) hereunder and under the other Related Documents, and any reference to the holder of a Note hereunder and under the other Related Documents shall thereafter refer to such transferring holder of a Note and to the Non-Bank Transferee to the extent of their respective interests.

(d) *Participations.* The Bank shall have the right at any time to sell, assign, grant or transfer participations in all or part of its respective rights and/or obligations under this Agreement, the Fee Letter and the Notes and the obligations of the Corporation and the County hereunder and under the other Related Documents (including, without limitation, all or a portion of its Commitment, the Notes and/or the Loans owing to it) to one or more other banking institutions (each such person a “*Participant*”) without the consent of the Corporation or the County, *provided* that no such action by the Bank shall relieve the Bank of its obligations under this Agreement. The Bank may disclose to any Participant or prospective Participant any information or other data or material in the Bank’s possession relating to this Agreement, any other Related Document, the Corporation, the County and the Property, without the consent of the Corporation or the County, *provided* that if required by the Corporation or the County, the Participant or prospective Participant shall certify to the Corporation and/or the County, as the case may be, that the information provided by the Bank is being used solely to assist the Participant or prospective Participant in evaluating its position as a Participant in this Agreement. No Participant shall be entitled to receive any greater payment under Section 2.8 hereof than the Bank would have been entitled to receive with respect to the rights and obligations hereunder transferred. Notwithstanding any participation granted by the Bank pursuant hereto, the Corporation and the County shall continue to deal solely and exclusively with the Bank in connection with the respective rights and obligations of the Corporation, the County and the Bank hereunder and under the other Related Documents, the grant of such participation interest shall not limit the obligations of the Bank hereunder and the Bank will continue to serve as the only contact for the Corporation and the County for all matters relating to this Agreement.

(e) *Certain Pledges.* The Bank may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement, the Fee Letter and/or the Notes to secure obligations of the Bank, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release the Bank from any of its obligations hereunder or substitute any such pledgee or assignee for the Bank as a party hereto.

Section 7.8. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 7.9. Reserved.

Section 7.10. Governing Law and Jurisdiction. (a) This Agreement shall be governed by, and construed in accordance with, the internal laws of the State.

(b) Each of the parties hereto hereby submits to the exclusive jurisdiction of any federal or state court of competent jurisdiction in the State for the purpose of any suit, action or other proceeding arising out of or relating to this Agreement or any other Related Document; service of process may be accomplished by registered mail, return receipt requested to each of the parties at the address listed for notice in Section 7.2 hereof.

(c) To the extent permitted by law, each of the Corporation, the County and the Bank irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to legal claims based on the Corporation's, the County's or the Bank's performance of its obligations under this Agreement or any other Related Document.

(d) The waivers made pursuant to this Section 7.10 shall be irrevocable and unmodifiable, whether in writing or orally, and shall be applicable to any subsequent amendments, renewals, supplements or modifications of this Agreement.

Section 7.11. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 7.12. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 7.13. Integration. This Agreement is intended to be the final agreement between the parties hereto relating to the subject matter hereof and this Agreement and any agreement, document or instrument attached hereto or referred to herein shall supersede all oral negotiations and prior writings with respect to the subject matter hereof.

Section 7.14. OFAC. Each of the Corporation and the County hereby represents and warrants and covenants and agrees (1) that it is not and shall not be listed on the Specially Designated Nationals and Blocked Person List or (to the extent that the Bank has notified the Authority thereof) other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, that prohibits or limits the Bank from making any advance or extension of credit to the Corporation or the County or from otherwise conducting business with the Corporation or the County and (2) to ensure that

the proceeds of the Loans shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Each of the Corporation and the County further agrees to provide documentary and other evidence of the Corporation's and the County's identity as may be reasonably requested by the Bank at any time to enable the Bank to verify the Corporation's and the County's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

IN WITNESS WHEREOF, the parties hereto have caused this Revolving Credit Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION

By: _____
Authorized Representative

COUNTY OF LOS ANGELES, CALIFORNIA

By: _____
Treasurer and Tax Collector

(SEAL)

ATTEST:

By: _____
Assistant Secretary
Los Angeles County Capital Asset
Leasing Corporation

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

EXHIBIT A-1

[FORM OF TAX-EXEMPT GOVERNMENTAL NOTE]

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
LEASE REVENUE OBLIGATION,
DIRECT PLACEMENT REVOLVING NOTE, SERIES D
(TAX EXEMPT GOVERNMENTAL)**

DATED DATE: April __, 2013

For value received, the Los Angeles County Capital Asset Leasing Corporation (the “Corporation”) promises to pay to the order of Bank of America, N.A., and its successors and assigns, as their respective interests may appear (the “Bank”) located at [_____], the aggregate unpaid principal amount of all Tax-Exempt Governmental Loans made by the Bank from time to time pursuant to the Revolving Credit Agreement, dated as of April 1, 2013 (together with any amendments or supplements thereto, the “Agreement”), among the Corporation, County of Los Angeles, California (the “County”), and the Bank, plus interest thereon, on the dates, in the amounts and in the manner provided for in the Agreement.

The Corporation promises to pay interest on the unpaid principal amount of all Tax-Exempt Governmental Loans on the dates and at the rates provided for in the Agreement. All payments of principal and interest shall be made to the Bank in lawful money of the United States of America in immediately available funds. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Agreement or the hereinafter defined Trust Agreement, as applicable.

This Note is the Tax-Exempt Governmental Note referred to in the Agreement and is entitled to the benefits thereof and of the Related Documents referred to therein. This Note is subject to prepayment, in whole or in part in accordance with the terms of the Agreement.

This Note is one of a duly authorized issue of Lease Revenue Obligation, Direct Placement Revolving Note, Series D (Tax Exempt Governmental) of the Corporation (the “Tax-Exempt Governmental Note”), all of which have been issued in pursuance of the laws and Constitution of the State of California, the Agreement and that certain Second Amended and Restated Trust Agreement dated as of April 1, 2013 by and between [Deutsche Bank National Trust Company], as trustee (the “Trustee”) and the Corporation (as amended, modified or otherwise supplemented, from time to time, the “Trust Agreement”), for the purpose of financing Project Costs (as defined in the Trust Agreement) of the Tax Exempt Governmental Projects.

Reference is hereby made to the Trust Agreement (a copy of which is on file at said principal corporate trust office of the Trustee) and all supplements thereto for a description of the

rights thereunder of the registered owners of this Note of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of the Corporation thereunder, to all the provisions of which Trust Agreement the holder of this Note, by acceptance hereof, assents and agrees.

This Note, together with the other Lease Revenue Obligations of the Corporation, is payable from and equally secured by a lien on and pledge of all of the Corporation's right, title, and interest in and to: (i) the Site Lease; (ii) the Sublease (except for its right to payment of expenses of the Corporation under Section 3.1(g) of the Sublease, its right to indemnification under Section 11 of the Sublease and its right to receive notices under Section 15 of the Sublease) including the right to enforce remedies under the Sublease and all revenues, issues, income, rents, royalties, profits and receipts derived or to be derived by the Corporation from or attributable to the sublease of the Property to the County including all revenues attributable to the sublease of the Property or to the payment of the costs thereof received or to be received by the Corporation under the Sublease or any part thereof or any contractual arrangement with respect to the use of the Property, including the payment of Base Rental thereunder; (iii) the proceeds of any insurance, including the proceeds of any self-insurance covering loss relating to the Property; (iv) all amounts on hand from time to time in the funds and accounts established hereunder (other than the Excess Earnings Account of the Earnings Fund); (v) all proceeds of rental interruption insurance policies, if any, carried with respect to the Property pursuant to the Sublease or in accordance with the Trust Agreement; and (vi) any additional moneys or amounts that may from time to time, by delivery or by writing of any kind, be subjected to the lien hereof by the Corporation or by anyone on its behalf, subject only to the provisions of the Trust Agreement, the Site Lease and the Sublease.

This Note, together with the other Lease Revenue Obligations of the Corporation, is payable solely from the sources hereinabove identified securing the payment thereof and the Lease Revenue Obligations do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the Corporation. The registered owner shall never have the right to demand payment of this obligation from any sources or properties of the Corporation except as identified above.

It is hereby certified and recited that all acts, conditions and things required by law and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, do exist, have happened and have been performed in regular and in due time, form and manner as required by the Constitution and laws of the State of California; and that issuance of this Note, together with all other indebtedness of the Corporation, is within every debt and other limit prescribed by the Constitution and laws of the State of California, and is not in excess of the amount of Direct Placement Revolving Notes or Series D Tax Exempt Governmental Direct Placement Revolving Notes permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the Los Angeles County Capital Asset Leasing Corporation has caused this Tax Exempt Governmental Direct Placement Revolving Note to be executed in its name by its duly authorized representatives and its official seal to be imprinted hereon, and has caused this Tax Exempt Governmental Direct Placement Revolving Note to be dated the Dated Date set forth above.

By: _____
Authorized Representative

ATTEST:

By: _____
[Assistant Secretary]

**TRUSTEE'S
CERTIFICATE OF AUTHENTICATION**

This Tax Exempt Governmental Direct Placement Revolving Note is one of the Tax Exempt Governmental Direct Placement Revolving Notes delivered pursuant to the within mentioned Trust Agreement.

[DEUTSCHE BANK NATIONAL TRUST COMPANY], as
Trustee

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or
Taxpayer Identification Number of Transferee

/ _____ /

(Please print or typewrite name and address, including zip code, of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member or participant of a signature guarantee program

NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or change whatsoever.

EXHIBIT A-2

[FORM OF TAX-EXEMPT 501(C)(3) NOTE]

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
LEASE REVENUE OBLIGATION,
DIRECT PLACEMENT REVOLVING NOTE, SERIES D
(TAX EXEMPT 501(C)(3))**

DATED DATE: April __, 2013

For value received, the Los Angeles County Capital Asset Leasing Corporation (the "Corporation") promises to pay to the order of Bank of America, N.A., and its successors and assigns, as their respective interests may appear (the "Bank") located at [_____], the aggregate unpaid principal amount of all Tax-Exempt 501(c)(3) Loans made by the Bank from time to time pursuant to the Revolving Credit Agreement, dated as of April 1, 2013 (together with any amendments or supplements thereto, the "Agreement"), among the Corporation, County of Los Angeles, California (the "County"), and the Bank, plus interest thereon, on the dates, in the amounts and in the manner provided for in the Agreement.

The Corporation promises to pay interest on the unpaid principal amount of all Tax-Exempt 501(c)(3) Loans on the dates and at the rates provided for in the Agreement. All payments of principal and interest shall be made to the Bank in lawful money of the United States of America in immediately available funds. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Agreement or the hereinafter defined Trust Agreement, as applicable.

This Note is the Tax-Exempt 501(c)(3) Note referred to in the Agreement and is entitled to the benefits thereof and of the Related Documents referred to therein. This Note is subject to prepayment, in whole or in part in accordance with the terms of the Agreement.

This Note is one of a duly authorized issue of Lease Revenue Obligation, Direct Placement Revolving Note, Series D (Tax Exempt 501(c)(3)) of the Corporation (the "Tax-Exempt 501(c)(3) Note"), all of which have been issued in pursuance of the laws and Constitution of the State of California, the Agreement and that certain Second Amended and Restated Trust Agreement dated as of April 1, 2013 by and between [Deutsche Bank National Trust Company], as trustee (the "Trustee") and the Corporation (as amended, modified or otherwise supplemented, from time to time, the "Trust Agreement"), for the purpose of financing Project Costs (as defined in the Trust Agreement) of the Tax Exempt 501(c)(3) Projects.

Reference is hereby made to the Trust Agreement (a copy of which is on file at said principal corporate trust office of the Trustee) and all supplements thereto for a description of the

rights thereunder of the registered owners of this Note of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of the Corporation thereunder, to all the provisions of which Trust Agreement the holder of this Note, by acceptance hereof, assents and agrees.

This Note, together with the other Lease Revenue Obligations of the Corporation, is payable from and equally secured by a lien on and pledge of all of the Corporation's right, title, and interest in and to: (i) the Site Lease; (ii) the Sublease (except for its right to payment of expenses of the Corporation under Section 3.1(g) of the Sublease, its right to indemnification under Section 11 of the Sublease and its right to receive notices under Section 15 of the Sublease) including the right to enforce remedies under the Sublease and all revenues, issues, income, rents, royalties, profits and receipts derived or to be derived by the Corporation from or attributable to the sublease of the Property to the County including all revenues attributable to the sublease of the Property or to the payment of the costs thereof received or to be received by the Corporation under the Sublease or any part thereof or any contractual arrangement with respect to the use of the Property, including the payment of Base Rental thereunder; (iii) the proceeds of any insurance, including the proceeds of any self-insurance covering loss relating to the Property; (iv) all amounts on hand from time to time in the funds and accounts established hereunder (other than the Excess Earnings Account of the Earnings Fund); (v) all proceeds of rental interruption insurance policies, if any, carried with respect to the Property pursuant to the Sublease or in accordance with the Trust Agreement; and (vi) any additional moneys or amounts that may from time to time, by delivery or by writing of any kind, be subjected to the lien hereof by the Corporation or by anyone on its behalf, subject only to the provisions of the Trust Agreement, the Site Lease and the Sublease.

This Note, together with the other Lease Revenue Obligations of the Corporation, is payable solely from the sources hereinabove identified securing the payment thereof and the Lease Revenue Obligations do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the Corporation. The registered owner shall never have the right to demand payment of this obligation from any sources or properties of the Corporation except as identified above.

It is hereby certified and recited that all acts, conditions and things required by law and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, do exist, have happened and have been performed in regular and in due time, form and manner as required by the Constitution and laws of the State of California; and that issuance of this Note, together with all other indebtedness of the Corporation, is within every debt and other limit prescribed by the Constitution and laws of the State of California, and is not in excess of the amount of Direct Placement Revolving Notes or Series D Tax Exempt 501(c)(3) Direct Placement Revolving Notes permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the Los Angeles County Capital Asset Leasing Corporation has caused this Tax Exempt 501(c)(3) Direct Placement Revolving Note to be executed in its name by its duly authorized representatives and its official seal to be imprinted hereon, and has caused this Tax Exempt 501(c)(3) Direct Placement Revolving Note to be dated the Dated Date set forth above.

By: _____
Authorized Representative

ATTEST:

By: _____
[Assistant Secretary]

**TRUSTEE'S
CERTIFICATE OF AUTHENTICATION**

This Tax Exempt 501(c)(3) Direct Placement Revolving Note is one of the Tax Exempt 501(c)(3) Direct Placement Revolving Notes delivered pursuant to the within mentioned Trust Agreement.

[DEUTSCHE BANK NATIONAL TRUST COMPANY], as
Trustee

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or
Taxpayer Identification Number of Transferee

/ _____ /

(Please print or typewrite name and address, including zip code, of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member or participant of a signature guarantee program

NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or change whatsoever.

EXHIBIT A-3

[FORM OF TAXABLE NOTE]

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
LEASE REVENUE OBLIGATION,
DIRECT PLACEMENT REVOLVING NOTE, SERIES D
(TAXABLE)**

DATED DATE: April __, 2013

For value received, the Los Angeles County Capital Asset Leasing Corporation (the “Corporation”) promises to pay to the order of Bank of America, N.A., and its successors and assigns, as their respective interests may appear (the “Bank”) located at [_____], the aggregate unpaid principal amount of all Taxable Loans made by the Bank from time to time pursuant to the Revolving Credit Agreement, dated as of April 1, 2013 (together with any amendments or supplements thereto, the “Agreement”), among the Corporation, County of Los Angeles, California (the “County”), and the Bank, plus interest thereon, on the dates, in the amounts and in the manner provided for in the Agreement.

The Corporation promises to pay interest on the unpaid principal amount of all Taxable Loans on the dates and at the rates provided for in the Agreement. All payments of principal and interest shall be made to the Bank in lawful money of the United States of America in immediately available funds. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Agreement or the hereinafter defined Trust Agreement, as applicable.

This Note is the Taxable Note referred to in the Agreement and is entitled to the benefits thereof and of the Related Documents referred to therein. This Note is subject to prepayment, in whole or in part in accordance with the terms of the Agreement.

This Note is one of a duly authorized issue of Lease Revenue Obligation, Direct Placement Revolving Note, Series D (Taxable) of the Corporation (the “Taxable Note”), all of which have been issued in pursuance of the laws and Constitution of the State of California, the Agreement and that certain Second Amended and Restated Trust Agreement dated as of April 1, 2013 by and between [Deutsche Bank National Trust Company], as trustee (the “Trustee”) and the Corporation (as amended, modified or otherwise supplemented, from time to time, the “Trust Agreement”), for the purpose of financing Project Costs (as defined in the Trust Agreement) of the Taxable Projects.

Reference is hereby made to the Trust Agreement (a copy of which is on file at said principal corporate trust office of the Trustee) and all supplements thereto for a description of the

rights thereunder of the registered owners of this Note of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of the Corporation thereunder, to all the provisions of which Trust Agreement the holder of this Note, by acceptance hereof, assents and agrees.

This Note, together with the other Lease Revenue Obligations of the Corporation, is payable from and equally secured by a lien on and pledge of all of the Corporation's right, title, and interest in and to: (i) the Site Lease; (ii) the Sublease (except for its right to payment of expenses of the Corporation under Section 3.1(g) of the Sublease, its right to indemnification under Section 11 of the Sublease and its right to receive notices under Section 15 of the Sublease) including the right to enforce remedies under the Sublease and all revenues, issues, income, rents, royalties, profits and receipts derived or to be derived by the Corporation from or attributable to the sublease of the Property to the County including all revenues attributable to the sublease of the Property or to the payment of the costs thereof received or to be received by the Corporation under the Sublease or any part thereof or any contractual arrangement with respect to the use of the Property, including the payment of Base Rental thereunder; (iii) the proceeds of any insurance, including the proceeds of any self-insurance covering loss relating to the Property; (iv) all amounts on hand from time to time in the funds and accounts established hereunder (other than the Excess Earnings Account of the Earnings Fund); (v) all proceeds of rental interruption insurance policies, if any, carried with respect to the Property pursuant to the Sublease or in accordance with the Trust Agreement; and (vi) any additional moneys or amounts that may from time to time, by delivery or by writing of any kind, be subjected to the lien hereof by the Corporation or by anyone on its behalf, subject only to the provisions of the Trust Agreement, the Site Lease and the Sublease.

This Note, together with the other Lease Revenue Obligations of the Corporation, is payable solely from the sources hereinabove identified securing the payment thereof and the Lease Revenue Obligations do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the Corporation. The registered owner shall never have the right to demand payment of this obligation from any sources or properties of the Corporation except as identified above.

It is hereby certified and recited that all acts, conditions and things required by law and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, do exist, have happened and have been performed in regular and in due time, form and manner as required by the Constitution and laws of the State of California; and that issuance of this Note, together with all other indebtedness of the Corporation, is within every debt and other limit prescribed by the Constitution and laws of the State of California, and is not in excess of the amount of Direct Placement Revolving Notes or Series D Taxable Direct Placement Revolving Notes permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the Los Angeles County Capital Asset Leasing Corporation has caused this Taxable Direct Placement Revolving Note to be executed in its name by its duly authorized representatives and its official seal to be imprinted hereon, and has caused this Taxable Direct Placement Revolving Note to be dated the Dated Date set forth above.

By: _____
Authorized Representative

ATTEST:

By: _____
[Assistant Secretary]

**TRUSTEE'S
CERTIFICATE OF AUTHENTICATION**

This Taxable Direct Placement Revolving Note is one of the Taxable Direct Placement Revolving Notes delivered pursuant to the within mentioned Trust Agreement.

[DEUTSCHE BANK NATIONAL TRUST COMPANY], as
Trustee

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or
Taxpayer Identification Number of Transferee

/ _____ /

(Please print or typewrite name and address, including zip code, of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member or participant of a signature guarantee program

NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or change whatsoever.

EXHIBIT B

[FORM OF REQUEST FOR REVOLVING LOAN]

REQUEST FOR REVOLVING LOAN AND REVOLVING LOAN

**LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
SERIES D DIRECT PLACEMENT REVOLVING NOTES**

Bank of America, N.A.

Attention: _____

Facsimile: _____

Telephone: _____

E-mail: _____

Ladies and Gentlemen:

The undersigned, an authorized Corporation Representative, refers to the Revolving Credit Agreement, dated as of April 1, 2013 (together with any amendments or supplements thereto, the "*Agreement*"), among the Los Angeles County Capital Asset Leasing Corporation (the "*Corporation*"), the County of Los Angeles, California (the "*County*") and Bank of America, N.A. (the terms defined therein being used herein as therein defined) and hereby requests, pursuant to Section 2.3 of the Agreement, that Bank of America, N.A. (the "*Bank*") make a Revolving Loan under the Agreement, and in that connection sets forth below the following information relating to such Revolving Loan (the "*Proposed Revolving Loan*"):

1. The Business Day of the Proposed Revolving Loan is _____, 20__ (the "*Advance Date*"), which is at least **[three London Banking Days following the date hereof in the case of a Fixed Rate Revolving Loan] [the same London Banking Day as the date hereof in the case of a Floating Rate Revolving Loan]**.

2. The principal amount of the Proposed Revolving Loan is \$_____, which is not greater than the Available Commitment as of the Advance Date set forth in 1 above.

3. The aggregate amount of the Proposed Revolving Loan shall be used solely for the payment of **[Project Costs for Tax-Exempt Governmental Projects] [Project Costs for Tax-Exempt 501(c)(3) Projects] [Project Costs for Taxable Projects]**.

4. The Proposed Revolving Loan shall be a **[Fixed Rate Revolving Loan]** **[Floating Rate Revolving Loan]** bearing interest at **[the Tax-Exempt Fixed Rate]** **[the Tax-Exempt Floating Rate]** **[the Taxable Fixed Rate]** **[the Taxable Floating Rate]**.

5. **[If applicable:] [For a Proposed Revolving Loan that will bear interest at the Tax-Exempt Fixed Rate or the Tax-Exempt Floating Rate:]** The sum of the principal amount of the Proposed Revolving Loan set forth in 2 above *plus* all other Tax-Exempt Loans outstanding does not exceed the Available Tax-Exempt Commitment or the Tax-Exempt Commitment Sublimit each as of the Advance Date set forth in 1 above.

[If applicable:] [For a Proposed Revolving Loan that will bear interest at the Taxable Fixed Rate or the Taxable Floating Rate:] The sum of the principal amount of the Proposed Revolving Loan set forth in 2 above *plus* all other Taxable Loans outstanding does not exceed the Available Taxable Commitment or the Taxable Commitment Sublimit each as of the Advance Date set forth in 1 above.

6. **[If applicable:] [For a Proposed Revolving Loan that will be a Fixed Rate Revolving Loan:]**

(i) The duration of the Rate Period with respect to the Fixed Rate Revolving Loan shall be: **[one]** **[two]** **[three]** **[six]** months.

(ii) The last day of the proposed Rate Period will be _____, 20__ which is not later than the Commitment Expiration Date.

7. The Loan is designated as a **[Tax-Exempt Governmental Loan]****[Tax-Exempt 501(c)(3) Loan]****[Taxable Loan]**.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the Advance Date, before and after giving effect thereto:

(a) the representations and warranties of the County and the Corporation set forth in Article IV of the Agreement (other than in Sections 4.1(g) and 4.2(g) thereof) are true and correct in all material respects on and as of the Advance Date, as if made on and as of such date;

(b) no Event of Default has occurred and is continuing on the Advance Date; and

(c) After giving effect to the Proposed Revolving Loan, the aggregate principal amount of all Loans outstanding under the Agreement will not exceed the Initial Commitment Amount. After giving effect to the Proposed Revolving Loan, the aggregate principal amount of all Tax-Exempt Loans outstanding under the Agreement will not exceed the Available Tax-Exempt Commitment or the Tax-Exempt Commitment Sublimit. After giving effect to the Proposed Revolving Loan, the aggregate principal

amount of all Taxable Loans outstanding under the Agreement will not exceed the Available Taxable Commitment or the Taxable Commitment Sublimit.

The Proposed Revolving Loan shall be made by the Bank by wire transfer of immediately available funds to or on behalf of the Corporation in accordance with the instructions set forth below:

[Insert wire instructions]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Request for Revolving Loan as of the _____ day of _____, _____.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT C

[FORM OF NOTICE OF CONTINUATION/CONVERSION]

NOTICE OF CONTINUATION/CONVERSION

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
SERIES D DIRECT PLACEMENT REVOLVING NOTES

Bank of America, N.A.

Attention: _____

Facsimile: _____

Telephone: _____

E-mail: _____

Ladies and Gentlemen:

The undersigned, an authorized Corporation Representative, refers to the Revolving Credit Agreement, dated as of April 1, 2013 (together with any amendments or supplements thereto, the “*Agreement*”), among the Los Angeles County Capital Asset Leasing Corporation (the “*Corporation*”), the County of Los Angeles, California (the “*County*”), and Bank of America, N.A. (the terms defined therein being used herein as therein defined) and hereby gives Bank of America, N.A. (the “*Bank*”) notice irrevocably, pursuant to Section 2.3(c)[(iv)][(v)] of the Agreement, of the **[conversion] [continuation]** of the Loan(s) specified herein, that:

1. The Business Day of the proposed **[conversion] [continuation]** is _____, 20__ (the “*Conversion/Continuation Date*”), which is at least **[three London Banking Days following the date hereof] [the same London Banking Day as the date hereof]**.

2. The aggregate amount of the Loan(s) to be **[converted] [continued]** is \$_____.

3. The Loan(s) to be **[converted] [continued]** is/are **[Fixed Rate Revolving Loans] [Floating Rate Revolving Loans]** currently bearing interest at **[the Tax-Exempt Fixed Rate] [the Tax-Exempt Floating Rate] [the Taxable Fixed Rate] [the Taxable Floating Rate]**.

4. The Loan(s) is/are to be **[converted into] [continued as] [Fixed Rate Revolving Loan(s)] [Floating Rate Revolving Loan(s)]**.

5. **[If applicable:]**

(i) The duration of the Rate Period for the Loan(s) to be **[converted into] [continued as] [Fixed Rate Revolving Loan(s)]** shall be **[one] [two] [three] [six]** months.

(ii) The last day of the proposed Rate Period for the Loan(s) to be **[converted into] [continued as] [Fixed Rate Revolving Loan(s)]** will be _____, 20__ which is not later than the Commitment Expiration Date.

6. **[If applicable:] [If following the [conversion] [continuation] the Loan(s) will bear interest at the Tax-Exempt Fixed Rate or the Tax-Exempt Floating Rate:]** The principal amount of the Loan(s) to be **[converted] [continued]** set forth in 2 above does not exceed the Available Tax-Exempt Commitment or the Tax-Exempt Commitment Sublimit each as of the Conversion/Continuation Date set forth in 1 above.

[If applicable:] [If following the [conversion] [continuation] the Loan(s) will bear interest at the Taxable Fixed Rate or the Taxable Floating Rate:] The principal amount of the Loan(s) to be **[converted] [continued]** set forth in 2 above does not exceed the Available Taxable Commitment or the Taxable Commitment Sublimit each as of the Conversion/Continuation Date set forth in 1 above.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the proposed conversion/continuation date, before and after giving effect thereto and to the application of the proceeds therefrom:

(a) the representations and warranties of the County and the Corporation set forth in Article IV of the Agreement (other than in Sections 4.1(g) and 4.2(g) thereof) are true and correct in all material respects on and as of the Conversion/Continuation Date, as if made on and as of such date;

(b) no Event of Default has occurred and is continuing;

(c) After giving effect to the proposed **[conversion] [continuation]**, the aggregate principal amount of all Loans outstanding under the Agreement will not exceed the Initial Commitment Amount. After giving effect to the proposed **[conversion] [continuation]**, the aggregate principal amount of all Tax-Exempt Loans outstanding under the Agreement will not exceed the Tax-Exempt Commitment Sublimit. After giving effect to the proposed **[conversion] [continuation]**, the aggregate principal amount of all Taxable Loans outstanding under the Agreement will not exceed the Taxable Commitment Sublimit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Notice of Continuation/Conversion as of the _____ day of _____, _____.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Authorized Representative

EXHIBIT D

[FORM OF REQUEST FOR EXTENSION]

REQUEST FOR EXTENSION

**LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
SERIES D DIRECT PLACEMENT REVOLVING NOTES**

[Date]

Bank of America, N.A.

Attention: _____

Facsimile: _____

Telephone: _____

E-mail: _____

Ladies and Gentlemen:

Reference is made to the Revolving Credit Agreement dated as of April 1, 2013 (together with any amendments or supplements thereto, the "*Agreement*") among the undersigned, the Los Angeles County Capital Asset Leasing Corporation (the "*Corporation*"), the County of Los Angeles, California (the "*County*") and Bank of America, N.A. All terms defined in the Agreement are used herein as defined therein.

The Corporation hereby requests, pursuant to Section 2.11 of the Agreement, that the Commitment Expiration Date with respect to the Commitment as of the date hereof be extended by one year to _____, _____. Pursuant to such Section 2.11, we have enclosed with this request the following information:

1. A reasonably detailed description of any and all Defaults that have occurred and are continuing;
2. Confirmation that all representations and warranties of the County and the Corporation as set forth in Article IV of the Agreement and each Related Document are true and correct as though made on the date hereof and that no Default or Event of Default has occurred and is continuing on the date hereof; and
3. Any other pertinent information previously requested by the Bank.

The Bank is asked to notify the Corporation of their decision with respect to this request within 30 days of the date of receipt hereof. If the Bank fail to notify the Corporation of the

Bank's decision within such 30-day period, the Bank shall be deemed to have rejected such request.

Very truly yours,

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____

Name: _____

Title: _____

EXHIBIT E

[FORM OF NOTICE OF TERMINATION]

NOTICE OF TERMINATION

**LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
SERIES D DIRECT PLACEMENT REVOLVING NOTES**

Los Angeles County Capital Asset Leasing Corporation
500 West Temple Street, Room 432
Los Angeles, California 90012
Attention: Treasurer and Tax Collector

Ladies and Gentlemen:

We refer to the Revolving Credit Agreement dated as of April 1, 2013 (together with any amendments or supplements thereto, the “*Agreement*”) among the Los Angeles County Capital Asset Leasing Corporation (the “*Corporation*”), the County of Los Angeles, California (the “*County*”) and the undersigned Bank of America, N.A. (the “*Bank*”). Any term below which is defined in the Agreement shall have the same meaning when used herein.

We hereby notify you that an Event of Default has occurred under Section 6.1__ of the Agreement. As a result, unless and until you have been advised otherwise by us:

1. The Available Commitment **[has been automatically]/[is hereby]** permanently reduced to \$0.00 and the Bank has no further obligation to make Revolving Loans under the Agreement; and
2. The Commitment **[has been automatically]/[is]** terminated and will no longer be reinstated.

IN WITNESS WHEREOF, we have executed and delivered this Notice of Termination as of the ____ day of _____, 20__.

Very truly yours,

BANK OF AMERICA, N.A.

By _____

Name: _____

Title: _____

EXHIBIT F

[FORM OF NOTICE OF TERMINATION OR REDUCTION]

NOTICE OF TERMINATION OR REDUCTION

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
SERIES D DIRECT PLACEMENT REVOLVING NOTES

[Date]

Bank of America, N.A.

Attention: _____

Facsimile: _____

Telephone: _____

E-mail: _____

Ladies and Gentlemen:

Re: Revolving Credit Agreement dated as of April 1, 2013

The Los Angeles County Capital Asset Leasing Corporation (the "*Corporation*"), through its undersigned, an authorized Corporation Representative, hereby certifies to Bank of America, N.A. (the "*Bank*"), with reference to the Revolving Credit Agreement dated as of April 1, 2013 (together with any amendments or supplements thereto, the "*Agreement*") among the Los Angeles County Capital Asset Leasing Corporation (the "*Corporation*"), the County of Los Angeles, California (the "*County*"), and the Bank (the terms defined therein and not otherwise defined herein being used herein as therein defined):

[The Corporation hereby informs you that the Commitment is terminated in accordance with the Agreement.]

OR

[The Corporation hereby requests that the Initial Commitment Amount be reduced from [insert amount as of the date of Certificate] to [insert new amount], such reduction to be effective on _____ (the "Reduction Date"). The Corporation certifies that the requested reduction amount is an amount equal to \$1,000,000 or an integral multiple thereof, and that, following such reduction, the aggregate principal

amount of all Loans outstanding on the Reduction Date will not exceed the new Initial Commitment Amount.]

IN WITNESS WHEREOF, the Corporation has executed and delivered this Notice of Termination or Reduction this _____ day of _____, _____.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT G

[FORM OF NOTICE OF REDUCTION]

NOTICE OF REDUCTION

**LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
SERIES D DIRECT PLACEMENT REVOLVING NOTES**

[Date]

Los Angeles County Capital Asset Leasing Corporation
500 West Temple Street, Room 432
Los Angeles, California 90012
Attention: Treasurer and Tax Collector

Ladies and Gentlemen:

We hereby notify you that pursuant to Section 2.24(a) of the Revolving Credit Agreement, dated as of April 1, 2013, among the Los Angeles County Capital Asset Leasing Corporation (the "*Corporation*"), the County of Los Angeles, California (the "*County*") and Bank of America, N.A. (the "*Bank*"), the Initial Commitment Amount is reduced from **[insert amount as of the date of Certificate]** to **[insert new amount]**, such reduction to be effective on

_____.

Very truly yours,

BANK OF AMERICA, N.A.

By _____
Name: _____
Title: _____

EXHIBIT H

[FORM OF NOTICE OF EXTENSION]

NOTICE OF EXTENSION

**LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
SERIES D DIRECT PLACEMENT REVOLVING NOTES**

[Date]

Los Angeles County Capital Asset Leasing Corporation
One Gateway Plaza
Los Angeles, CA 90012-2932
Tax ID Number: 95-4401975
Attention: Chief Financial Services Officer and Treasurer

Ladies and Gentlemen:

We hereby notify you that pursuant to Section 2.11 of the Revolving Credit Agreement, dated as of April 1, 2013, among the Los Angeles County Capital Asset Leasing Corporation (the "*Corporation*"), the County of Los Angeles, California (the "*County*"), and the undersigned Bank of America, N.A. (the "*Bank*"), the Commitment Expiration Date with respect to the Commitment as of the date hereof shall be extended _____ to _____, _____. Your acknowledgment hereof shall be deemed to be your representation and warranty that all your representations and warranties contained in Article IV of the Agreement and each other Related Document are true and correct and will be true and correct as of the date hereof and that no Default or Event of Default has occurred and is continuing.

Very truly yours,

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

Acknowledged and agreed to as of _____, _____ by

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION

By _____

Name: _____

Title: _____

EXHIBIT I

[FORM OF REQUEST FOR ADJUSTMENT TO COMMITMENT SUBLIMIT]

REQUEST FOR ADJUSTMENT TO COMMITMENT SUBLIMIT

**LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
SERIES D DIRECT PLACEMENT REVOLVING NOTES**

Bank of America, N.A.

Attention: _____

Facsimile: _____

Telephone: _____

E-mail: _____

Ladies and Gentlemen:

The undersigned, an authorized Corporation Representative and a County Representative, respectively, refer to the Revolving Credit Agreement, dated as of April 1, 2013 (together with any amendments or supplements thereto, the "*Agreement*"), among the Los Angeles County Capital Asset Leasing Corporation (the "*Corporation*"), the County of Los Angeles, California (the "*County*"), and Bank of America, N.A. (the "*Bank*") (the terms defined therein being used herein as therein defined) and hereby request, pursuant to Section 2.2(ii) and (iii) of the Agreement, that the Bank approve adjustments in the amount of \$_____ (the "*Adjustment Amount*") to (i) the Tax-Exempt Commitment Sublimit and (ii) the Taxable Commitment Sublimit.

The Corporation and the County hereby represent, warrant and certify to the Bank as follows:

1. As of the date hereof (i) the Tax-Exempt Commitment Sublimit is equal to \$_____ and (ii) the Taxable Commitment Sublimit is equal to \$_____.

2. The undersigned hereby request that the **[Tax-Exempt Commitment Sublimit][Taxable Commitment Sublimit]** be increased in an amount equal to the Adjustment Amount (the "*Requested Adjustment*"). The undersigned hereby acknowledge and agree that if the Bank approves an increase to the **[Tax-Exempt Commitment Sublimit][Taxable Commitment Sublimit]** in an amount equal to the Adjustment Amount, there shall be automatically be a simultaneous decrease of the

[Taxable Commitment Sublimit][Tax-Exempt Commitment Sublimit] in an amount equal to the Adjustment Amount.

3. If the Bank approves the request for adjustment described in 2 above, then on the Business Day following the Corporation's receipt of the Bank's written approval (in the form below) (the "*Adjustment Date*"), our calculations show that (i) the Tax-Exempt Commitment Sublimit will equal \$ _____ and (ii) the Taxable Commitment Sublimit will equal \$ _____ on such Adjustment Date.

4. After giving effect to the Requested Adjustment, on the Adjustment Date, the sum of the new Tax-Exempt Commitment Sublimit *plus* the new Taxable Commitment Sublimit will not exceed the Initial Commitment Amount in effect at such time.

5. After giving effect to the Requested Adjustment, on the Adjustment Date, the aggregate principal amount of all Tax-Exempt Loans outstanding under the Agreement will equal \$ _____, which amount does not and will not exceed the adjusted Tax-Exempt Commitment Sublimit specified in 3(i) above.

6. After giving effect to the Requested Adjustment, on the Adjustment Date, the aggregate principal amount of all Taxable Loans outstanding under the Agreement will equal \$ _____, which amount does not and will not exceed the adjusted Taxable Commitment Sublimit specified in 3(ii) above.

7. Including this Request for Adjustment to Commitment Sublimit, the Corporation has not submitted another Request for Adjustment to Commitment Sublimit this fiscal quarter.

8. The representations and warranties of the County and the Corporation set forth in Article IV of the Agreement (other than in Sections 4.1(g) and 4.2(g) thereof) and in each other Related Document are true and correct in all material respects on the date hereof as though made on the date hereof and will be true and correct in all material respects on the Adjustment Date as though made on the Adjustment Date.

9. No Default or Event of Default has occurred or is continuing on the date hereof or would result from the Requested Adjustment.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Request for Adjustment to Commitment Sublimit as of the _____ day of _____, _____.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Name: _____
Title: _____

COUNTY OF LOS ANGELES

By: _____
Name: _____
Title: _____

ACCEPTED AND APPROVED BY:

Bank of America, N.A. hereby accepts this Request for Adjustment to Commitment Sublimit and in reliance on the representations, warranties and certifications of the County and the Corporation provided above, the Bank hereby approves the Requested Adjustment. On the Business Day following our delivery to the Corporation of this written approval (_____, 20__, *i.e.* the "*Adjustment Date*"), (i) the new Tax-Exempt Commitment Sublimit in an amount equal to \$_____ will be effective and (ii) the new Taxable Commitment Sublimit in an amount equal to \$_____ will become effective. You shall treat this Request for Adjustment to Commitment Sublimit as an amendment to the Tax-Exempt Commitment Sublimit and the Taxable Commitment Sublimit under the Agreement.

BANK OF AMERICA, N.A.

By _____
Name: _____
Title: _____

**FEE LETTER AGREEMENT
DATED AS OF APRIL __, 2013**

Reference is hereby made to that certain Revolving Credit Agreement dated as of April 1, 2013 (the “*Agreement*”), among the Los Angeles County Capital Asset Leasing Corporation (the “*Corporation*”), the County of Los Angeles, California (the “*County*”), Bank of America, N.A. and its successors and assigns (“*BANA*”) and Banc of America Preferred Funding Corporation and its successors and assigns (“*BAPFC*” and together with BANA, the “*Banks*”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The purpose of this Fee Letter Agreement is to confirm the agreement among the Banks, the Corporation and the County with respect to certain fees and expenses payable by the Corporation to the Banks. This Fee Letter Agreement is the Fee Letter referenced in the Agreement, and the terms hereof are incorporated by reference into the Agreement.

ARTICLE I. DEFINITIONS.

As used in this Fee Letter Agreement and in the Agreement:

- (a) “*Applicable Factor*” means 72%.
- (b) “*Commitment Fee*” has the meaning set forth in Section 2.2 hereof.
- (c) “*Margin Rate Factor*” means the greater of (i) 1.0, and (ii) the product of (a) one minus the Maximum Federal Corporate Tax Rate multiplied by (b) 1.53846. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change
- (d) “*Maximum Federal Corporate Tax Rate*” means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Bank, the maximum statutory rate of federal income taxation which could apply to the Bank).
- (e) “*Rating*” has the meaning set forth in Section 2.2 hereof.
- (f) “*Tax-Exempt Applicable Spread*” is defined in Section 2.1 hereof.
- (g) “*Taxable Applicable Spread*” is defined in Section 2.1 hereof.
- (h) “*Termination Fee*” is defined in Section 2.4(b) hereof.

ARTICLE II. APPLICABLE SPREAD.

Section 2.1. The Applicable Spread applicable to Revolving Loans is initially 55 basis points (0.550%) for Tax-Exempt Revolving Loans (the “*Tax-Exempt Applicable Spread*”) and initially 68 basis points (0.680%) for Taxable Revolving Loans (the “*Taxable Applicable Spread*”), in each case subject to maintenance of the current Rating. In the event of a change in the Rating, the Tax-Exempt Applicable Spread and the Taxable Applicable Spread shall equal the number of basis points set forth in the Level associated with the lowest Rating as set forth in the applicable schedule below:

(i) For Tax-Exempt Revolving Loans:

LEVEL	MOODY’S RATING	S&P RATING	TAX-EXEMPT APPLICABLE SPREAD
Level 1	Aa3 or above	AA- or above	0.550%
Level 2	A1	A+	0.675%
Level 3	A2	A	0.800%
Level 4	A3	A-	1.000%
Level 5	Baa1	BBB+	1.300%
Level 6	Baa2	BBB	1.600%
Level 7	Baa3	BBB-	2.000%

(ii) For Taxable Revolving Loans:

LEVEL	MOODY’S RATING	S&P RATING	TAXABLE APPLICABLE SPREAD
Level 1	Aa3 or above	AA- or above	0.680%
Level 2	A1	A+	0.805%
Level 3	A2	A	0.930%
Level 4	A3	A-	1.130%
Level 5	Baa1	BBB+	1.430%
Level 6	Baa2	BBB	1.730%
Level 7	Baa3	BBB-	2.130%

The term “*Rating*” as used above shall mean the lowest long-term unenhanced debt rating assigned by S&P or Moody’s to any unenhanced General Obligation Debt of the County (without giving effect to any bond insurance policy or other credit enhancement securing such General Obligation Debt). In the event of a split Rating (i.e. one of the foregoing Rating

Agency's Rating is at a different level than the Rating of either of the other Rating Agencies), the Tax-Exempt Applicable Spread and the Taxable Applicable Spread shall be based upon the level in which the lowest rating appears. Any change in the Tax-Exempt Applicable Spread and the Taxable Applicable Spread resulting from a change in a Rating shall be and become effective as of and on the date of the announcement of the change in such Rating. References to the ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the long-term debt rating of any unenhanced General Obligation Debt of the County in connection with the adoption of a "global" rating scale, each Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. If a Rating is withdrawn, suspended or otherwise unavailable for any reason from any of S&P or Moody's, or if any Rating falls below "Baa3" (or its equivalent) by Moody's or "BBB-" (or its equivalent) by S&P, or upon the occurrence and during the continuation of an Event of Default, in any such case, the Tax-Exempt LIBOR Rate and the Taxable LIBOR Rate, shall immediately and without notice equal the Default Rate. The Corporation acknowledges that as of the Effective Date both the Tax-Exempt Applicable Spread and the Taxable Applicable Spread are that specified above for Level 1 in the related schedule.

Section 2.2. Commitment Fees. The Corporation agrees to pay or cause to be paid to BANA, on July 1, 2013, for the period commencing on the Effective Date and ending on June 30, 2013, and in arrears on the first Business Day of each October, January, April and July occurring thereafter to the Termination Date, and on the Termination Date, a non-refundable commitment fee (the "Commitment Fee"), for each quarterly fee period, commencing on the first calendar day of such quarterly fee period and ending on the last calendar day of such quarterly fee period, in an amount equal to the product of the rate per annum corresponding to the Level specified below associated with the applicable Rating (as defined below) as specified below (the "Commitment Fee Rate") multiplied by the average daily Available Commitment (without regard to any temporary reductions thereof) during each related quarterly fee period:

LEVEL	MOODY'S RATING	S&P RATING	COMMITMENT FEE RATE
Level 1	Aa3 or above	AA- or above	0.300%
Level 2	A1	A+	0.425%
Level 3	A2	A	0.55%
Level 4	A3	A-	0.75%
Level 5	Baa1	BBB+	1.05%
Level 6	Baa2	BBB	1.35%
Level 7	Baa3	BBB-	1.75%

The term “*Rating*” as used above shall mean the lowest long-term unenhanced debt ratings assigned by any of S&P, Fitch or Moody’s to any General Obligation Debt of the County (without giving effect to any bond insurance policy or other credit enhancement securing such General Obligation Debt). In the event of a split Rating (i.e. one of the foregoing Rating Agency’s Rating is at a different level than the Rating of either of the other Rating Agencies), the Commitment Fee Rate shall be based upon the level in which the lowest rating appears. Any change in the Commitment Fee Rate resulting from a change in a Rating shall be and become effective as of and on the date of the announcement of the change in such Rating. References to the ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the long-term debt rating of any unenhanced General Obligation Debt of the County in connection with the adoption of a “*global*” rating scale, each Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The Corporation and County acknowledge that as of the Effective Date the Commitment Fee Rate is that specified above for Level 1. The Commitment Fees shall be payable quarterly in arrears in immediately available funds and computed on the basis of a 360-day year and the actual number of days elapsed, and shall bear interest from the date payment is due until payment in full at the Default Rate.

Section 2.3. Amendment, Waiver Fees and Other Fees and Expenses. The Corporation agrees to pay to BANA on the date of each amendment, modification, extension, supplement or waiver of the Agreement, this Fee Letter Agreement or the Notes or any amendment, modification, supplement or waiver to any Related Document which requires the consent of the Banks, a non-refundable amendment, modification, supplement or consent fee, as applicable, in an amount equal to \$2,500, plus the reasonable fees of any legal counsel retained by the Banks in connection therewith.

Section 2.4. Termination Fee. (a) Notwithstanding any other provision of the Agreement or this Fee Letter Agreement to the contrary, the Corporation agrees not to terminate or replace the Agreement prior to the Termination Date, except upon (i) the payment by the Corporation to BANA of a Termination Fee as described below, (ii) the payment by the Corporation to the Banks of all Obligations payable under the Agreement and this Fee Letter Agreement and (iii) the Corporation providing the Banks with thirty (30) days prior written notice of its intent to terminate or replace the Agreement or the Available Commitment; *provided*, that any such termination of the Agreement or the Available Commitment shall be in compliance with the terms and conditions of the Agreement; *provided, further*, that no Termination Fee shall become payable if the Agreement is terminated or replaced as a result of **[(i) a refunding or refinancing of the Notes with proceeds of long-term obligations fixed to maturity that does not require or involve credit enhancement, a liquidity facility or bank direct purchase from a bank, financial institution or other third party or (ii) the Banks having imposed increased costs upon the Corporation and the County pursuant to Section 2.8 of the Agreement]**.

The Corporation agrees that all payments to the Banks referred to in the preceding paragraph shall be made in immediately available funds.

(b) The Corporation hereby agrees to pay to BANA a non-refundable Termination Fee as set forth in Section 2.4(a) hereof in an amount equal to the product of (A) the Commitment Fee Rate in effect on the date of such termination or replacement of the Available Commitment, (B) the Initial Commitment Amount and (C) a fraction, the numerator of which is equal to the number of days from and including the date of termination or replacement to and including the second (2nd) anniversary of the Effective Date, and the denominator of which is 360 (the "Termination Fee"), payable on the date the Agreement or the Available Commitment is terminated or replaced; *provided, however*, that no Termination Fee shall be due with respect to a termination or replacement of the Letter of Credit by the Corporation less than ten days prior to the Termination Date.

ARTICLE III. MISCELLANEOUS.

Section 3.1. Expenses. The Corporation shall promptly pay on the Effective Date, all of the Banks' out-of-pocket expenses and the reasonable fees and expenses of counsel for the Banks in an amount not to exceed \$50,000, plus disbursements, in connection with the execution and delivery of the Agreement and this Fee Letter Agreement.

Section 3.2. Amendments. No amendment to this Fee Letter Agreement shall become effective without the prior written consent of the Corporation, the County and the Banks.

Section 3.3. Governing Law. THIS FEE LETTER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE.

Section 3.4. Counterparts. This Fee Letter Agreement may be executed in multiple counterparts, each of which shall constitute an original but both of which, when taken together, shall constitute but one instrument.

Section 3.5. Severability. Any provision of this Fee Letter Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Fee Letter Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

LOS ANGELES COUNTY CAPITAL ASSET LEASING
CORPORATION

By: _____
Authorized Representative

COUNTY OF LOS ANGELES, CALIFORNIA

By: _____
Treasurer and Tax Collector

(SEAL)

ATTEST:

By: _____
Assistant Secretary
Los Angeles County Capital Asset
Leasing Corporation

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

BANC OF AMERICA PREFERRED FUNDING
CORPORATION

By: _____
Name: _____
Title: _____

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
437 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

COMMERCIAL PAPER DEALER AGREEMENT

Dated: _____

[Name of Dealer]

[Address]

[Address]

Ladies and Gentlemen:

THE LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION, a California nonprofit public benefit corporation (the "Corporation"), proposes to issue Commercial Paper Notes (as defined below) from time to time, and in connection therewith, proposes to enter into this agreement (this "Dealer Agreement") with [Name of Dealer], as a co-Dealer (the "Dealer") for the Commercial Paper Notes.

1. Definitions.

(a) "Commercial Paper Notes" means the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes issued as Tax Exempt Governmental Commercial Paper Notes, Tax Exempt 501(c)(3) Commercial Paper Notes and/or Taxable Commercial Paper Notes, in an aggregate authorized principal amount as determined by the Corporation and to be sold by the Dealer or any co-Dealer from time to time and issued by the Corporation from time to time in Authorized Denominations and with maturities of 270 days or less in the form of (i) certificated notes substantially in the forms attached to the Trust Agreement or (ii) book-entry obligations evidenced by a Master Note substantially in the forms attached to the Trust Agreement and registered in the name of DTC or its Nominee.

(b) "Reimbursement Agreements" has the meaning given in the Trust Agreement.

(c) "Offering Memorandum" means the offering memoranda for the Commercial Paper Notes.

(d) "Trust Agreement" means the Second Amended and Restated Trust Agreement, dated as of April 1, 2013, by and between the Corporation and Deutsche Bank National Trust Company, as trustee (the "Trustee"), relating to the Commercial Paper Notes, as such agreement may be modified, amended or otherwise supplemented from time to time.

(e) "Issuing and Paying Agent Agreement" means the Second Amended and Restated Issuing and Paying Agent Agreement, dated as of April 1, 2013, by and between the

Corporation and Deutsche Bank National Trust Company, as issuing and paying agent (the “Issuing and Paying Agent”), relating to the Commercial Paper Notes, as such agreement may be modified, amended or otherwise supplemented from time to time.

Any other defined terms used and not defined herein shall have the meanings given to them in the Reimbursement Agreements or, if not defined therein, in the Trust Agreement.

2. Appointment; Issuance and Sale of Commercial Paper Notes.

(a) Subject to the terms and conditions herein, the Corporation hereby appoints [Name of Dealer], as a co-Dealer for the Commercial Paper Notes, and [Name of Dealer] hereby accepts such appointment. [Name of Dealer], as a co-Dealer, acknowledges that the Corporation has appointed, and may from time to time appoint, other co-Dealers for the Commercial Paper Notes. The Dealer hereby agrees to use its best efforts to solicit purchases of the Commercial Paper Notes. The parties hereby agree that the Corporation has and shall have no obligation to sell Commercial Paper Notes to the Dealer and the Dealer shall have no obligation to purchase the Commercial Paper Notes from the Corporation unless and until any such purchase is agreed to by the Dealer and the Corporation from time to time in accordance with the terms hereof. The parties hereto agree that in any case where the Dealer purchases Commercial Paper Notes from the Corporation, or arranges for the sale of Commercial Paper Notes by the Corporation, such Commercial Paper Notes will be purchased or sold by the Dealer in reliance on the representations, warranties, covenants and agreements of the Corporation contained herein or made pursuant hereto and on the terms and conditions and in the manner provided herein.

(b) The Corporation will pay the Dealer a fee for each purchase of Commercial Paper Notes by the Dealer or sale of Commercial Paper Notes arranged by the Dealer on behalf of the Corporation, at a rate of _____ (_____) basis points per annum for the Commercial Paper Notes (computed on the average daily balance outstanding on the basis of a 365 or 366 day year). Such fee will be payable by the Corporation quarterly in arrears upon presentation of a statement by the Dealer on the 1st day of January, April, July and October, commencing on [_____] 1, 20[___].

(c) Pricing scales for the marketing of all Commercial Paper Notes shall be established by consensus reached between the Corporation and the Dealer. Prior to any remarketing or refinancing of any Outstanding Commercial Paper Notes or to any proposed new issuance of Commercial Paper Notes, the Dealer will contact the Authorized Representative [as early as possible but no later than 12:30 p.m. (New York City time) on the day on which any other Commercial Paper Notes are to be issued, to discuss and agree upon the pricing scales for the marketing of such Commercial Paper Notes, and shall also notify the Corporation and the Issuing and Paying Agent by such time of the proposed final maturities, prices and interest rates or yields, CUSIP number of such Commercial Paper Notes, and whether such Commercial Paper Notes are proposed to be sold as Tax Exempt Governmental Commercial Paper Notes, Tax Exempt 501(c)(3) Commercial Paper Notes or Taxable Commercial Paper Notes, interest bearing or sold at a discount, and whether sold at a public or private sale.

(d) With respect to all Commercial Paper Notes marketed by the Dealer or purchased for the Dealer's own account, the Dealer will provide to the Corporation and the Issuing and Paying Agent no later than 1:00 p.m. (New York City time) on the date the Commercial Paper Notes are to be issued the following trade information: (i) the amount of such Commercial Paper Notes maturing on that date and (ii) the amount of such Commercial Paper Notes sold. This trade information will be delivered to the Authorized Representative and the Issuing and Paying Agent by at least one of the following methods: orally, electronically or telephonically and by facsimile transmission.

(e) The Dealer shall pay the Issuing and Paying Agent for the Commercial Paper Notes sold by the Dealer (or purchased by the Dealer for its own account) in immediately available funds by no later than 2:15 p.m. (New York City time) on the Business Day such Commercial Paper Notes are delivered to the Dealer (provided that such Commercial Paper Notes are to be delivered to the Dealer by no later than 2:45 p.m. (New York City time) on such Business Day). All Tax Exempt Governmental Commercial Paper Notes and Tax Exempt 501(c)(3) Commercial Paper Notes will be sold at par, and Taxable Commercial Paper Notes may be sold either at a discount or at par. All Commercial Paper Notes will be evidenced by one or more global Master Notes immobilized with The Depository Trust Company, New York, New York or will be executed and delivered in the manner provided for in the Trust Agreement and the Issuing and Paying Agent Agreement.

3. Representations and Warranties of the Corporation.

The Corporation represents and warrants that:

(a) The Commercial Paper Notes have been duly authorized and, when issued and delivered as provided in the Issuing and Paying Agent Agreement and paid for, will be duly and validly issued and delivered and will constitute legal, valid and binding obligations of the Corporation.

(b) The Corporation is a nonprofit public benefit corporation duly organized and validly existing under the laws of the State of California and has all requisite power and authority to execute, deliver and perform its obligations under this Dealer Agreement, the Issuing and Paying Agent Agreement and any other agreements executed and delivered by the Corporation in connection with the issuance of the Commercial Paper Notes (the "Financing Documents").

(c) The Financing Documents have been duly authorized, executed and delivered by the Corporation and constitute legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms, except to the extent enforceability may be limited by the Corporation's bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, and by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(d) There are no consents, authorizations or approvals of, or filings with, any Federal or state government authority (other than the Corporation) required in connection with the issuance or sale by the Corporation of the Commercial Paper Notes or the performance of its

obligations thereunder except as may be required by state securities laws and those which have already been obtained or made.

(e) The execution, delivery and performance by the Corporation of the Commercial Paper Notes and the Financing Documents will not result in a breach or violation of, conflict with, or constitute a default under any law, regulation, order, judgment, agreement or instrument to which the Corporation is a party or by which the Corporation or any of its property is bound.

(f) Each delivery of Commercial Paper Notes to the Dealer shall be deemed a representation and warranty by the Corporation, as of the date thereof, that (i) the Commercial Paper Notes issued on such date have been duly authorized, issued and delivered and, upon payment therefor, will constitute legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms, and (ii) the representations and warranties of the Corporation set forth in paragraphs (b) through (e) of this Section 3 are true and correct as if made on such date.

4. Covenants and Agreements of the Corporation.

The Corporation covenants and agrees that:

(a) The Corporation will give the Dealer notice forthwith of the occurrence of (i) any Events of Default or (ii) any event which, with notice or lapse of time or both, could become an Event of Default if, in any case set forth in (ii) that requires notice, such notice has been received by the Corporation.

(b) The Corporation will comply with the requirements set forth in, and will provide the Dealer with any notices or instructions required by, Section 7.13 of the Trust Agreement.

(c) The Corporation will not permit to become effective any amendment to or modification of the Financing Documents which could reasonably be expected to affect adversely the interests of the Owner of any Commercial Paper Notes then Outstanding. The Corporation will give the Dealer notice of any material amendment to or modification of the Financing Documents prior to the effective date thereof.

(d) The Corporation will provide, upon the request of the Dealer, all currently available public financial information and all final offering documents prepared in connection with any offering or sale of securities by the Corporation. The Corporation further agrees to notify the Dealer promptly upon the occurrence of any event which would render any material fact disclosed in any financial or other report or document provided by the Corporation hereunder untrue or misleading in any material respect.

(e) The Corporation will not sell Commercial Paper Notes to the Dealer hereunder in the event that opinions from Note Counsel delivered in connection with the initial issuance of the Commercial Paper Notes have been withdrawn, adversely modified or retracted.

(f) The Corporation will take all action within its control necessary to maintain the exclusion of interest on the Tax Exempt Lease Revenue Obligations from the gross income of the Owners thereof for Federal income tax purposes.

(g) The Corporation will notify the Dealer of the replacement or substitution of any LC Bank in accordance with Section 7.02 of the Trust Agreement.

5. Conditions Precedent.

At or promptly following the execution of this Dealer Agreement and as a condition precedent to any obligations of the Dealer hereunder, the Corporation shall furnish to the Dealer the following documents, in form and substance satisfactory to the Dealer:

(a) Certified copies of the Trust Agreement, the Issuing and Paying Agent Agreement and documents authorizing the execution and delivery of this Dealer Agreement.

(b) An opinion of Note Counsel to the Corporation substantially in the form of Appendix A to the Offering Memorandum for the Commercial Paper Notes.

(c) All other pertinent legal documents supporting this transaction.

6. Miscellaneous.

(a) The representations and warranties of the Corporation contained herein shall survive the delivery of the Commercial Paper Notes and shall remain in full force and effect, regardless of any termination or cancellation of this Dealer Agreement or any investigation made by or on behalf of any party hereto.

(b) All notices required under the terms and provisions hereof shall be in writing, given in person, by mail (postage prepaid), electronically or by facsimile, and any Such notice shall be effective when received at the address specified below (or at such other address as such recipient may designate from time to time by notice to the other party):

If to the Corporation:

Los Angeles County Capital Asset Leasing
Corporation
437 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Attention: Treasurer and Tax Collector
Telephone No. (213) 974-7175
Fax No. (213) 625-2249

If to the Dealer:

[Name of Dealer]
[Address]
[Address]

(c) This Dealer Agreement shall be governed by and construed in accordance with the laws of the State of California.

(d) The terms of this Dealer Agreement shall not be waived, altered, modified, amended or supplemented in any manner whatsoever except by written instrument signed by each of the parties hereto.

(e) If any provision of this Dealer Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering any other provision or provisions of this Dealer Agreement invalid, inoperative or unenforceable to any extent whatsoever.

(f) This Dealer Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

7. Term and Termination.

(a) This Dealer Agreement shall become effective on the date hereof and shall continue in full force and effect until the cessation of the Commercial Paper Notes program, subject to the right of termination as provided herein. This Dealer Agreement may be canceled by the Dealer or the Corporation at any time on written notice. To be effective, such written notice must be given, except as provided below, no less than thirty (30) days prior to such cancellation date if cancelled by the Dealer and no less than one (1) day prior to such cancellation date if cancelled by the Corporation. The Dealer may cancel this Dealer Agreement on one day's notice for failure of the Corporation to comply with Section 4(a)(i) and 4(d) of this Dealer Agreement after reasonable notice by the Dealer to the Corporation of its failure to comply and failure of the Corporation to cure such default within a reasonable time period thereafter. Upon cancellation of this Dealer Agreement, the Corporation shall give immediate written notice to Moody's and Standard & Poor's of the occurrence thereof pursuant to Section 7.05 of the Trust Agreement. The Dealer shall assign and deliver this Dealer Agreement to its successor if requested by the Corporation.

[The remainder of this page intentionally left blank]

If you agree with the foregoing, please indicate your acceptance below, whereupon this letter shall become a binding agreement between the Dealer and the Corporation as of the day and year first above written.

Very truly yours,

THE LOS ANGELES COUNTY CAPITAL
ASSET LEASING CORPORATION

By _____
Authorized Representative

ATTEST:

By _____
[Assistant Secretary]

Accepted and agreed:

[NAME OF DEALER]

By _____
Name: _____
Title: _____

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
437 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

COMMERCIAL PAPER DEALER AGREEMENT

Dated: _____

[Name of Dealer]

[Address]

[Address]

Ladies and Gentlemen:

THE LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION, a California nonprofit public benefit corporation (the "Corporation"), proposes to issue Commercial Paper Notes (as defined below) from time to time, and in connection therewith, proposes to enter into this agreement (this "Dealer Agreement") with [Name of Dealer], as a co-Dealer (the "Dealer") for the Commercial Paper Notes.

1. Definitions.

(a) "Commercial Paper Notes" means the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes issued as Tax Exempt Governmental Commercial Paper Notes, Tax Exempt 501(c)(3) Commercial Paper Notes and/or Taxable Commercial Paper Notes, in an aggregate authorized principal amount as determined by the Corporation and to be sold by the Dealer or any co-Dealer from time to time and issued by the Corporation from time to time in Authorized Denominations and with maturities of 270 days or less in the form of (i) certificated notes substantially in the forms attached to the Trust Agreement or (ii) book-entry obligations evidenced by a Master Note substantially in the forms attached to the Trust Agreement and registered in the name of DTC or its Nominee. Any of such Commercial Paper Notes may be further designated as Callable Commercial Paper Notes pursuant to Section 2.15 of the Trust Agreement.

(b) "Reimbursement Agreements" has the meaning given in the Trust Agreement.

(c) "Offering Memorandum" means the offering memoranda for the Commercial Paper Notes.

(d) "Trust Agreement" means the Second Amended and Restated Trust Agreement, dated as of April 1, 2013, by and between the Corporation and Deutsche Bank National Trust Company, as trustee (the "Trustee"), relating to the Commercial Paper Notes, as such agreement may be modified, amended or otherwise supplemented from time to time.

(e) “Issuing and Paying Agent Agreement” means the Second Amended and Restated Issuing and Paying Agent Agreement, dated as of April 1, 2013, by and between the Corporation and Deutsche Bank National Trust Company, as issuing and paying agent (the “Issuing and Paying Agent”), relating to the Commercial Paper Notes, as such agreement may be modified, amended or otherwise supplemented from time to time.

Any other defined terms used and not defined herein shall have the meanings given to them in the Reimbursement Agreements or, if not defined therein, in the Trust Agreement.

2. Appointment; Issuance and Sale of Commercial Paper Notes.

(a) Subject to the terms and conditions herein, the Corporation hereby appoints [Name of Dealer], as a co-Dealer for the Commercial Paper Notes, and [Name of Dealer] hereby accepts such appointment. [Name of Dealer], as a co-Dealer, acknowledges that the Corporation has appointed, and may from time to time appoint, other co-Dealers for the Commercial Paper Notes. The Dealer hereby agrees to use its best efforts to solicit purchases of the Commercial Paper Notes. The parties hereby agree that the Corporation has and shall have no obligation to sell Commercial Paper Notes to the Dealer and the Dealer shall have no obligation to purchase the Commercial Paper Notes from the Corporation unless and until any such purchase is agreed to by the Dealer and the Corporation from time to time in accordance with the terms hereof. The parties hereto agree that in any case where the Dealer purchases Commercial Paper Notes from the Corporation, or arranges for the sale of Commercial Paper Notes by the Corporation, such Commercial Paper Notes will be purchased or sold by the Dealer in reliance on the representations, warranties, covenants and agreements of the Corporation contained herein or made pursuant hereto and on the terms and conditions and in the manner provided herein.

(b) The Corporation will pay the Dealer a fee for each purchase of Commercial Paper Notes by the Dealer or sale of Commercial Paper Notes arranged by the Dealer on behalf of the Corporation, at a rate of _____ (_____) basis points per annum for the Commercial Paper Notes (computed on the average daily balance outstanding on the basis of a 365 or 366 day year). Such fee will be payable by the Corporation quarterly in arrears upon presentation of a statement by the Dealer on the 1st day of January, April, July and October, commencing on [_____] 1, 20[___].

(c) Pricing scales for the marketing of all Commercial Paper Notes shall be established by consensus reached between the Corporation and the Dealer. Prior to any remarketing or refinancing of any Outstanding Commercial Paper Notes or to any proposed new issuance of Commercial Paper Notes, the Dealer will contact the Authorized Representative as early as possible but no later than (i) 1:00 p.m. (New York City time) on the Business Day immediately preceding the Business Day on which any Callable Commercial Paper Notes (or Commercial Paper Notes that are not subject to a Call Option, the proceeds of which will be used to pay the Redemption Price of the existing Callable Commercial Paper Notes proposed to be redeemed) are to be issued; and (ii) 12:30 p.m. (New York City time) on the day on which any other Commercial Paper Notes are to be issued, to discuss and agree upon the pricing scales for the marketing of such Commercial Paper Notes and shall also notify the Corporation and the

Issuing and Paying Agent by such time of the proposed final maturities, prices and interest rates or yields, CUSIP number, Call Option, if any (and if applicable, the day on which the applicable Call Exercise Period begins and the earliest possible Redemption Date) of such Commercial Paper Notes, and whether such Commercial Paper Notes are proposed to be sold as Tax Exempt Governmental Commercial Paper Notes, Tax Exempt 501(c)(3) Commercial Paper Notes or Taxable Commercial Paper Notes, interest bearing or sold at a discount (provided that Callable Commercial Paper Notes shall only be issued as interest bearing and not issued at a discount), and whether sold at a public or private sale.

(d) With respect to all Commercial Paper Notes marketed by the Dealer or purchased for the Dealer's own account, the Dealer will provide to the Corporation and the Issuing and Paying Agent no later than 1:00 p.m. (New York City time) on the date the Commercial Paper Notes are to be issued the following trade information: (i) the amount of such Commercial Paper Notes maturing on that date and (ii) the amount of such Commercial Paper Notes sold. This trade information will be delivered to the Authorized Representative and the Issuing and Paying Agent by at least one of the following methods: orally, electronically or telephonically and by facsimile transmission. Not later than 5:00 p.m. (New York City time) on the date of each transaction the Dealer shall provide to the related LC Bank with a copy to the Corporation the information required to be delivered by or on behalf of the Corporation to the related LC Bank pursuant to Section [5.1(ee)] of the applicable Reimbursement Agreement.

(e) In connection with the delivery of any Redemption Notice for Callable Commercial Paper Notes, unless notified otherwise by the Corporation, the Dealer is hereby directed to use its best efforts to sell new Callable Commercial Paper Notes (or if directed by the Corporation, new Commercial Paper Notes not subject to a Call Option), the proceeds of which will be used to pay the Redemption Price of the existing Callable Commercial Paper Notes proposed to be redeemed; provided however that, so long as a Credit Facility or Credit Facilities remains in effect with respect to the Callable Commercial Paper Notes, the Dealer shall not offer for sale or sell any new Callable Commercial Paper Notes (or if directed by the Corporation, new Commercial Paper Notes that are not subject to a Call Option), the proceeds of which will be used to pay the Redemption Price of the existing Callable Commercial Paper Notes proposed to be redeemed, to the Corporation]. [TO BE DISCUSSED] Upon the occurrence of a Failed Remarketing, the Dealer shall notify the Corporation and the Issuing and Paying Agent of such Failed Remarketing no later than 1:00 p.m. (New York City time) on the Business Day immediately preceding the designated Redemption Date for such Callable Commercial Paper Notes.

(f) At the time of initial confirmation of a sale of Callable Commercial Paper Notes pursuant to Section 2(d) above, the Dealer shall notify the Corporation by telephone (or by other telecommunications medium acceptable to the Corporation) and the Corporation and the Issuing and Paying Agent in writing of the date the applicable Call Exercise Period commences and shall provide the Corporation and the Issuing and Paying Agent any other information regarding the Call Option for such Callable Commercial Paper Notes as required for the Corporation to exercise its right to redeem such Callable Commercial Paper Notes. For each issuance of Callable Commercial Paper Notes sold by the Dealer, if so instructed to do so by the Corporation, the Dealer shall deliver on behalf of the Corporation the related Preliminary Call

Option Exercise Notice and the related Call Option Exercise Notice to the Issuing and Paying Agent (with a copy of each to the Corporation).

(g) The Dealer shall maintain records of all transactions in Commercial Paper Notes between the Dealer and the Corporation, including without limitation, with respect to each issuance, the principal amount, date of issue, purchase price, maturity, rate of interest or yield, CUSIP number, Call Option, if any (and if so, the applicable Call Exercise Period, the date of the applicable Call Option Exercise Notice, the date of the applicable Redemption Notice and the applicable Redemption Date) of such Commercial Paper Notes and whether such Commercial Paper Notes are Tax Exempt Governmental Commercial Paper Notes, Tax Exempt 501(c)(3) Commercial Paper Notes or Taxable Commercial Paper Notes, interest bearing or sold at a discount (provided that Callable Commercial Paper Notes shall only be issued as interest bearing and not issued at a discount), and whether sold at a public or private sale, and to the extent not otherwise specified above, the information required to be delivered by or on behalf of the Corporation to the related LC Bank pursuant to the applicable Reimbursement Agreement as set forth on the applicable schedule thereto, and the Corporation, the Issuing and Paying Agent, the Trustee and the related LC Bank shall have access on reasonable notice to those books and records of the Dealer.

(h) In the event the Dealer (i) has failed to timely deliver on behalf of the Corporation the Preliminary Call Option Exercise Notice or the Call Option Exercise Notice to the Issuing and Paying Agent if so instructed to do so by the Corporation as described in Section 2(f) above, (ii) has failed to timely deliver notice of a Failed Remarketing to the Issuing and Paying Agent as described in Section 2(e) above, (iii) has failed to timely deliver direction to the Issuing and Paying Agent to issue Commercial Paper Notes pursuant to the last paragraph of Section 2.15(e) of the Trust Agreement or (iv) negligently performs or omits to perform any administrative duty hereunder or under the Trust Agreement or the Issuing and Paying Agent Agreement, that results in an increase in the applicable letter of credit fees pursuant to the applicable Reimbursement Agreement for the applicable Credit Facility, the Dealer shall reimburse the Corporation, upon written request, for the amount of any resulting increase in the applicable letter of credit fees paid by the Corporation pursuant to the applicable Reimbursement Agreement for the applicable Credit Facility for each day during the period commencing on the thirtieth (30th) day immediately preceding the date any issue of Callable Commercial Paper Notes is scheduled to mature to but excluding the earlier of (x) the date such Callable Commercial Paper Notes are redeemed in full and (y) the maturity date of such Callable Commercial Paper Notes, but solely with respect to the principal amount of such Callable Commercial Paper Notes that have not been redeemed prior to the commencement of such period. In the event the Dealer has failed to provide to the related LC Bank the information required to be delivered by or on behalf of the Corporation to the related LC Bank pursuant to the applicable Reimbursement Agreement as set forth on the applicable schedule thereto that results in an increase in the applicable letter of credit fees pursuant to the applicable Reimbursement Agreement for the applicable Credit Facility, the Dealer shall reimburse the Corporation, upon written request, for the amount of any resulting increase in the applicable letter of credit fees paid by the Corporation pursuant to the applicable Reimbursement Agreement for the applicable Credit Facility for each day such failure remains unremedied after the applicable grace period.

(i) The Dealer shall pay the Issuing and Paying Agent for the Commercial Paper Notes sold by the Dealer (or purchased by the Dealer for its own account) in immediately available funds by no later than 2:15 p.m. (New York City time) on the Business Day such Commercial Paper Notes are delivered to the Dealer (provided that such Commercial Paper Notes are to be delivered to the Dealer by no later than 2:45 p.m. (New York City time) on such Business Day). All Tax Exempt Governmental Commercial Paper Notes and Tax Exempt 501(c)(3) Commercial Paper Notes will be sold at par, and Taxable Commercial Paper Notes may be issued and sold either at a discount or at par; provided that Taxable Commercial Paper Notes that are Callable Commercial Paper Notes shall only be issued at par (and not issued at a discount). All Commercial Paper Notes will be evidenced by one or more global Master Notes immobilized with The Depository Trust Company, New York, New York or will be executed and delivered in the manner provided for in the Trust Agreement and the Issuing and Paying Agent Agreement.

3. Representations and Warranties of the Corporation.

The Corporation represents and warrants that:

(a) The Commercial Paper Notes have been duly authorized and, when issued and delivered as provided in the Issuing and Paying Agent Agreement and paid for, will be duly and validly issued and delivered and will constitute legal, valid and binding obligations of the Corporation.

(b) The Corporation is a nonprofit public benefit corporation duly organized and validly existing under the laws of the State of California and has all requisite power and authority to execute, deliver and perform its obligations under this Dealer Agreement, the Issuing and Paying Agent Agreement and any other agreements executed and delivered by the Corporation in connection with the issuance of the Commercial Paper Notes (the “Financing Documents”).

(c) The Financing Documents have been duly authorized, executed and delivered by the Corporation and constitute legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms, except to the extent enforceability may be limited by the Corporation’s bankruptcy, insolvency, reorganization or other similar laws affecting creditors’ rights generally, and by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(d) There are no consents, authorizations or approvals of, or filings with, any Federal or state government authority (other than the Corporation) required in connection with the issuance or sale by the Corporation of the Commercial Paper Notes or the performance of its obligations thereunder except as may be required by state securities laws and those which have already been obtained or made.

(e) The execution, delivery and performance by the Corporation of the Commercial Paper Notes and the Financing Documents will not result in a breach or violation of, conflict with, or constitute a default under any law, regulation, order, judgment, agreement or

instrument to which the Corporation is a party or by which the Corporation or any of its property is bound.

(f) Each delivery of Commercial Paper Notes to the Dealer shall be deemed a representation and warranty by the Corporation, as of the date thereof, that (i) the Commercial Paper Notes issued on such date have been duly authorized, issued and delivered and, upon payment therefor, will constitute legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms, and (ii) the representations and warranties of the Corporation set forth in paragraphs (b) through (e) of this Section 3 are true and correct as if made on such date.

4. Covenants and Agreements of the Corporation.

The Corporation covenants and agrees that:

(a) The Corporation will give the Dealer notice forthwith of the occurrence of (i) any Events of Default or (ii) any event which, with notice or lapse of time or both, could become an Event of Default if, in any case set forth in (ii) that requires notice, such notice has been received by the Corporation.

(b) The Corporation will comply with the requirements set forth in, and will provide the Dealer with any notices or instructions required by, Section 7.13 of the Trust Agreement.

(c) The Corporation will not permit to become effective any amendment to or modification of the Financing Documents which could reasonably be expected to affect adversely the interests of the Owner of any Commercial Paper Notes then Outstanding. The Corporation will give the Dealer notice of any material amendment to or modification of the Financing Documents prior to the effective date thereof.

(d) The Corporation will provide, upon the request of the Dealer, all currently available public financial information and all final offering documents prepared in connection with any offering or sale of securities by the Corporation. The Corporation further agrees to notify the Dealer promptly upon the occurrence of any event which would render any material fact disclosed in any financial or other report or document provided by the Corporation hereunder untrue or misleading in any material respect.

(e) The Corporation will not sell Commercial Paper Notes to the Dealer hereunder in the event that opinions from Note Counsel delivered in connection with the initial issuance of the Commercial Paper Notes have been withdrawn, adversely modified or retracted.

(f) The Corporation will take all action within its control necessary to maintain the exclusion of interest on the Tax Exempt Lease Revenue Obligations from the gross income of the Owners thereof for Federal income tax purposes.

(g) The Corporation will notify the Dealer of the replacement or substitution of any LC Bank in accordance with Section 7.02 of the Trust Agreement.

5. Conditions Precedent.

At or promptly following the execution of this Dealer Agreement and as a condition precedent to any obligations of the Dealer hereunder, the Corporation shall furnish to the Dealer the following documents, in form and substance satisfactory to the Dealer:

(a) Certified copies of the Trust Agreement, the Issuing and Paying Agent Agreement and documents authorizing the execution and delivery of this Dealer Agreement.

(b) An opinion of Note Counsel to the Corporation substantially in the form of Appendix A to the Offering Memorandum for the Commercial Paper Notes.

(c) All other pertinent legal documents supporting this transaction.

6. Miscellaneous.

(a) The representations and warranties of the Corporation contained herein shall survive the delivery of the Commercial Paper Notes and shall remain in full force and effect, regardless of any termination or cancellation of this Dealer Agreement or any investigation made by or on behalf of any party hereto.

(b) All notices required under the terms and provisions hereof shall be in writing, given in person, by mail (postage prepaid), electronically or by facsimile, and any Such notice shall be effective when received at the address specified below (or at such other address as such recipient may designate from time to time by notice to the other party):

If to the Corporation:

Los Angeles County Capital Asset Leasing
Corporation
437 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Attention: Treasurer and Tax Collector
Telephone No. (213) 974-7175
Fax No. (213) 625-2249

If to the Dealer:

[Name of Dealer]
[Address]
[Address]

(c) This Dealer Agreement shall be governed by and construed in accordance with the laws of the State of California.

(d) The terms of this Dealer Agreement shall not be waived, altered, modified, amended or supplemented in any manner whatsoever except by written instrument signed by each of the parties hereto.

(e) If any provision of this Dealer Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such circumstances shall

not have the effect of rendering any other provision or provisions of this Dealer Agreement invalid, inoperative or unenforceable to any extent whatsoever.

(f) This Dealer Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

7. Term and Termination.

(a) This Dealer Agreement shall become effective on the date hereof and shall continue in full force and effect until the cessation of the Commercial Paper Notes program, subject to the right of termination as provided herein. This Dealer Agreement may be canceled by the Dealer or the Corporation at any time on written notice. To be effective, such written notice must be given, except as provided below, no less than thirty (30) days prior to such cancellation date if cancelled by the Dealer and no less than one (1) day prior to such cancellation date if cancelled by the Corporation. The Dealer may cancel this Dealer Agreement on one day's notice for failure of the Corporation to comply with Section 4(a)(i) and 4(d) of this Dealer Agreement after reasonable notice by the Dealer to the Corporation of its failure to comply and failure of the Corporation to cure such default within a reasonable time period thereafter. Upon cancellation of this Dealer Agreement, the Corporation shall give immediate written notice to Moody's and Standard & Poor's of the occurrence thereof pursuant to Section 7.05 of the Trust Agreement. The Dealer shall assign and deliver this Dealer Agreement to its successor if requested by the Corporation.

[The remainder of this page intentionally left blank]

If you agree with the foregoing, please indicate your acceptance below, whereupon this letter shall become a binding agreement between the Dealer and the Corporation as of the day and year first above written.

Very truly yours,

THE LOS ANGELES COUNTY CAPITAL
ASSET LEASING CORPORATION

By _____
Authorized Representative

ATTEST:

By _____
[Assistant Secretary]

Accepted and agreed:

[NAME OF DEALER]

By _____
Name: _____
Title: _____

\$450,000,000
LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION
LEASE REVENUE OBLIGATION COMMERCIAL PAPER NOTES

**Series A (Tax Exempt
Governmental)(Callable)
Series B (Tax Exempt Governmental) and
Series C (Tax Exempt Governmental)**

**Series A (Tax Exempt 501(c)(3)) (Callable)
Series B (Tax Exempt 501(c)(3)) and
Series C (Tax Exempt 501(c)(3))**

**Series A (Taxable) (Callable)
Series B (Taxable) and
Series C (Taxable)**

This Offering Memorandum has been prepared on behalf of J.P. Morgan Securities LLC, [Morgan Stanley & Co. Incorporated] and [U.S. Bank U.S. Bancorp Investments, Inc. and U.S. Bank Municipal Securities Group, a division of U.S. Bank National Association] (collectively, the “Series A Dealers” and each, a “Series A Dealer”) for the Los Angeles County Capital Asset Leasing Corporation (the “Corporation”), and contains certain information regarding the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes, Series A (Tax Exempt Governmental) (Callable) (the “Series A Tax Exempt Governmental Commercial Paper Notes”), [Barclays Capital Inc.], J.P. Morgan Securities LLC, [Morgan Stanley & Co. Incorporated], [U.S. Bank U.S. Bancorp Investments, Inc. and U.S. Bank Municipal Securities Group, a division of U.S. Bank National Association] and Wells Fargo Securities (collectively, the “Series B Dealers” and each, a “Series B Dealer”) for the Los Angeles County Capital Asset Leasing Corporation Series B (Tax Exempt Governmental) (the “Series B Tax Exempt Governmental Commercial Paper Notes”) and [Barclays Capital Inc.], J.P. Morgan Securities LLC, [Morgan Stanley & Co. Incorporated], [U.S. Bank U.S. Bancorp Investments, Inc. and U.S. Bank Municipal Securities Group, a division of U.S. Bank National Association] and Wells Fargo Securities (collectively, the “Series C Dealers” and each, a “Series C Dealer” and as applicable, the “Dealers” and each, a “Dealer” for a Series) for the Los Angeles County Capital Asset Leasing Corporation Series C (Tax Exempt Governmental) (the “Series C Tax Exempt Governmental Commercial Paper Notes,” and together with the Series A Tax Exempt Governmental Commercial Paper Notes and the Series B Tax Exempt Governmental Commercial Paper Notes, the “Tax Exempt Governmental Commercial Paper Notes”), Series A (Tax Exempt 501(c)(3)) (Callable) (the “Series A Tax Exempt 501(c)(3) Commercial Paper Notes”), Series B (Tax Exempt 501(c)(3)) (the “Series B Tax Exempt 501(c)(3) Commercial Paper Notes”) and Series C (Tax Exempt 501(c)(3)) (the “Series C Tax Exempt 501(c)(3) Commercial Paper Notes,” and together with the Series A Tax Exempt 501(c)(3) Commercial Paper Notes and the Series B Tax Exempt 501(c)(3) Commercial Paper Notes, the “Tax Exempt 501(c)(3) Commercial Paper Notes”), Series A (Taxable) (Callable) (the “Series A Taxable Commercial Paper Notes”), Series B (Taxable) (the “Series B Taxable Commercial Paper Notes”) and Series C (Taxable) (the “Series C Taxable Commercial Paper Notes”, and, together with the Series A Taxable Commercial Paper Notes and the Series B Taxable Commercial Paper Notes, the “Taxable Commercial Paper Notes”; collectively, the Series A Tax Exempt Governmental Commercial Paper Notes, the Series A Tax

Exempt 501(c)(3) Commercial Paper Notes and the Series A Taxable Commercial Paper Notes shall be referred to herein as the “Callable Commercial Paper Notes”, and the Tax Exempt Governmental Commercial Paper Notes, the Tax Exempt 501(c)(3) Commercial Paper Notes and the Taxable Commercial Paper Notes shall be referred to herein as the “Commercial Paper Notes”). All references to the documents and other materials are qualified in their entirety by reference to the complete provisions of such documents and other materials.

*The payment of principal of and interest on each Series of Commercial Paper Notes is supported by a separate letter of credit (each, a “Letter of Credit”) issued by JPMorgan Chase Bank, National Association, U.S. Bank National Association and, Wells Fargo Bank, National Association (each, an “LC Bank”). Timely payment of the principal of and interest on each Series of Commercial Paper Notes is dependent upon the availability of proceeds of drawings under the applicable Letter of Credit. Accordingly, this Offering Memorandum does not contain financial and other information relating to the finances of the County or its ability to make Base Rental (as defined herein) payments. **The investment decision to purchase a Series of Commercial Paper Notes should be made solely on the basis of the creditworthiness of the LC Bank that has issued the applicable Letter of Credit from which will be paid all principal of and interest on such Series of Commercial Paper Notes, rather than the County.** Prospective investors should not rely on any source other than proceeds of drawings under the applicable Letter of Credit to pay the principal of and interest on such Series of Commercial Paper Notes. If, for any reason, an LC Bank fails to make a payment due under its Letter of Credit, the principal of and interest on such Series of Commercial Paper Notes may not be paid when due, and such failure would not be an Event of Default under the Trust Agreement and the County would have no obligation to make any payments with respect to such Series of Commercial Paper Notes apart from the County’s obligation to make Base Rental payments as and when due, as more particularly described herein. The ratings assigned to each Series of Commercial Paper Notes are based on the creditworthiness of the LC Bank that has issued the applicable Letter of Credit. See “RATINGS” and “INVESTMENT CONSIDERATIONS” herein.*

The Callable Commercial Paper Notes are subject to redemption prior to maturity as described herein, and such redemption may be rescinded in certain circumstances as described herein. Prospective investors should carefully consider the possibility of redemption prior to maturity of such Callable Commercial Paper Notes and/or rescission of any such proposed redemption in its investment decision. The payment of the Redemption Price is not supported by any Credit Facility.

Although this information is believed to be accurate, the Dealers do not represent that such information is accurate and complete, and it should not be relied upon as such. A variety of other information, including financial information, concerning the County of Los Angeles (the “County”), is available from publications and websites of the County and others and on a more limited basis for the Corporation. Any such information that is inconsistent with the information set forth in this Offering Memorandum should be disregarded. No such information is a part of or incorporated into this Offering Memorandum, except as expressly noted herein. The information and expressions of opinion in this Offering Memorandum shall not otherwise create any implication that there has been no change in the matters referred to in this Offering Memorandum since April [___], 2013. Neither the information nor any opinion contained or expressed herein constitutes a solicitation by the Dealers of the purchase or sale of any

instruments. The information contained herein will not typically be distributed or updated upon each new sale of any Commercial Paper Notes, although such information will be distributed from time to time. Further, the information in this Offering Memorandum is not intended as a substitute for the investors' own inquiry into the creditworthiness of the LC Bank that has issued the applicable Letter of Credit, and investors are encouraged to make such inquiry.

No dealer, broker, salesperson or other person has been authorized by the LC Banks, the Dealers, the Corporation or the County to give any information or to make any representations other than those contained herein, and if given or made, such other information or representation must not be relied upon as having been authorized by the LC Banks, the Dealers, the Corporation or the County.

The Dealers have provided the following sentence for inclusion in this Offering Memorandum. The Dealers have reviewed the information in this Offering Memorandum in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Dealers do not guarantee the accuracy or completeness of such information.

This Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Commercial Paper Notes by a person in any jurisdiction in which it is unlawful for such person to make an offer, solicitation or sale. This Offering Memorandum is not to be construed as a contract with the purchasers of the Commercial Paper Notes. Statements contained in this Offering Memorandum which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

TABLE OF CONTENTS

[Insert TOC]

THE COMMERCIAL PAPER NOTES

General

The Los Angeles County Capital Asset Leasing Corporation (the “*Corporation*”) has entered into a Second Amended and Restated Trust Agreement, dated as of April 1, 2013 (the “*Trust Agreement*”), with Deutsche Bank National Trust Company, as trustee (the “*Trustee*”), pursuant to which the Corporation is authorized to issue the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligations (the “*Lease Revenue Obligations*”) from time to time in the form of commercial paper notes and direct placement revolving notes in a maximum aggregate principal amount of \$600,000,000. This Offering Memorandum describes the Lease Revenue Obligations to be issued by the Corporation from time to time pursuant to the Trust Agreement in the form of commercial paper notes.

Pursuant to the Trust Agreement and a Second Amended and Restated Issuing and Paying Agent Agreement, dated as of April 1, 2013 (the “*Issuing and Paying Agent Agreement*”), by and between the Corporation and Deutsche Bank National Trust Company, as issuing and paying agent (the “*Issuing and Paying Agent*”), the Corporation will issue the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes, Series A (Tax Exempt Governmental) (Callable) (the “*Series A Tax Exempt Governmental Commercial Paper Notes*”), the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes, Series A (Tax Exempt 501(c)(3)) (Callable) (the “*Series A Tax Exempt 501(c)(3) Commercial Paper Notes*”) and the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes, Series A (Taxable) (Callable) (the “*Series A Taxable Commercial Paper Notes*” and together with the Series A Tax Exempt Governmental Commercial Paper Notes and the Series A Tax Exempt 501(c)(3) Commercial Paper Notes, the “*Callable Commercial Paper Notes*”) in a maximum aggregate principal amount of \$[_____], the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes, Series B (Tax Exempt Governmental) (the “*Series B Tax Exempt Governmental Commercial Paper Notes*”), the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes, Series B (Tax Exempt 501(c)(3)) (the “*Series B Tax Exempt 501(c)(3) Commercial Paper Notes*”) and the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes, Series B (Taxable) (the “*Series B Taxable Commercial Paper Notes*”) in a maximum aggregate principal amount of \$[_____], and the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes, Series C (Tax Exempt Governmental) (the “*Series C Tax Exempt Governmental Commercial Paper Notes*,” and together with the Series A Tax Exempt Governmental Commercial Paper Notes and the Series B Tax Exempt Governmental Commercial Paper Notes, the “*Tax Exempt Governmental Commercial Paper Notes*”), the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes, Series C (Tax Exempt 501(c)(3)) (the “*Series C Tax Exempt 501(c)(3) Commercial Paper Notes*,” and together with the Series A Tax Exempt 501(c)(3) Commercial Paper Notes and the Series B Tax Exempt 501(c)(3) Commercial Paper Notes, the “*Tax Exempt 501(c)(3) Commercial Paper Notes*”), and the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Obligation Commercial Paper Notes, Series C (Taxable) (the “*Series C Taxable Commercial Paper Notes*”, and, together with the Series A Taxable Commercial Paper Notes and the Series B Taxable

Commercial Paper Notes, the “*Taxable Commercial Paper Notes*”; and collectively, the Tax Exempt Governmental Commercial Paper Notes, the Tax Exempt 501(c)(3) Commercial Paper Notes and the Taxable Commercial Paper Notes shall be referred to herein as the “*Commercial Paper Notes*” and each individually as a “*Series*”), in a maximum aggregate principal amount of \$[_____], for the purpose of providing moneys which will be sufficient, among other things, (i) to finance the acquisition of capital assets, including equipment and real property, to be used by the County for various municipal purposes and (ii) to pay the initial costs of issuance of the Commercial Paper Notes.

Pursuant to the Trust Agreement, the Corporation may request Advances from time to time under the Direct Placement Revolving Credit Agreement and evidenced by the Direct Placement Revolving Notes in an aggregate principal amount not to exceed \$150,000,000.

The payment of principal of and interest on the Callable Commercial Paper Notes, including accrued interest on the Callable Commercial Paper Notes upon redemption prior to maturity, is supported by a letter of credit (the “*Series A Letter of Credit*”) issued by JPMorgan Chase Bank, National Association (the “*Series A Credit Facility Provider*”). The payment of principal of and interest on the Series B Notes is supported by a letter of credit (the “*Series B Letter of Credit*”) issued by U.S. Bank National Association (the “*Series B Credit Facility Provider*”). The payment of principal of and interest on the Series C Notes is supported by a letter of credit (the “*Series C Letter of Credit*” and together with the Series A Letter of Credit and the Series B Letter of Credit, collectively referred to herein as the “*Letters of Credit*” and each individually as a “*Letter of Credit*”) issued by Wells Fargo Bank, National Association (the “*Series C Credit Facility Provider*” and together with the Series A Credit Facility Provider and the Series B Credit Facility Provider, collectively referred to herein as the “*LC Banks*” and each individually as an “*LC Bank*”).

Timely payment of the principal of and interest on each Series of Commercial Paper Notes is dependent upon the availability of proceeds of drawings under the applicable Letter of Credit, and accordingly, this Offering Memorandum does not contain information relating to the ability of the County to make Base Rental (as defined herein) payments. **The investment decision to purchase a Series of Commercial Paper Notes should be made solely on the basis of the creditworthiness of the LC Bank that has issued the applicable Letter of Credit from which will be paid all principal of and interest on such Series of Commercial Paper Notes, rather than the County.** Prospective investors should not rely on any source other than proceeds of drawings under the applicable Letter of Credit to pay the principal of and interest on such Series of Commercial Paper Notes. If, for any reason, an LC Bank fails to make a payment due under its Letter of Credit, the principal of and interest on such Series of Commercial Paper Notes may not be paid when due, and such failure would not be an Event of Default under the Trust Agreement and the County would have no obligation to make any payments with respect to such Series of Commercial Paper Notes apart from the County’s obligation to make Base Rental (as defined herein) payments as and when due, as more particularly described herein. The ratings assigned to each Series of Commercial Paper Notes are based on the creditworthiness of the LC Bank that has issued the applicable Letter of Credit. See “RATINGS” and “INVESTMENT CONSIDERATIONS” herein.

Principal of and interest on any Series of Commercial Paper Notes are payable from the proceeds of Commercial Paper Notes issued to pay such principal and interest and are also payable from Base Rental payments to be made by the County pursuant to a Second Amended and Restated Sublease, dated as of April 1, 2013 (the "*Sublease*"), by and between the Corporation, as sublessor, and the County, as sublessee. See "SECURITY AND SOURCES OF PAYMENT FOR THE COMMERCIAL PAPER NOTES." The payment of principal of and interest on each Series of Commercial Paper Notes is further supported by a separate Letter of Credit. See "THE LETTERS OF CREDIT."

Principal of the Commercial Paper Notes shall be payable at maturity, or on redemption prior thereto, in lawful money of the United States of America in immediately available funds, at the corporate trust office of the Issuing and Paying Agent to the Owner thereof. Interest on the Commercial Paper Notes shall be payable at maturity, or on redemption prior thereto as set forth in the following sentence, in lawful money of the United States of America in immediately available funds, at the corporate trust office of the Issuing and Paying Agent to the Owner thereof. Accrued interest on any Callable Commercial Paper Notes upon redemption prior to maturity shall be payable on the Redemption Date in lawful money of the United States of America in immediately available funds, at the corporate trust office of the Issuing and Paying Agent to the Owner thereof; provided, however, that upon a Failed Remarketing or a Failed Settlement and the rescission of the proposed redemption of such Callable Commercial Paper Notes, (i) accrued interest on such Callable Commercial Paper Notes shall be payable at maturity rather than on the Redemption Date; and (ii) any amount drawn on the Credit Facility for the payment of the accrued interest on the Callable Commercial Paper Notes upon such designated Redemption Date shall be immediately returned to the LC Bank.

Any purchase of Callable Commercial Paper Notes (or if directed by the Corporation, new Commercial Paper Notes that are not subject to a Call Option), the proceeds of which will be used to pay the Redemption Price of the existing Callable Commercial Paper Notes proposed to be redeemed, or secondary transactions related thereto, shall be on a when issued basis. As a result, any rescission of a proposed redemption of existing Callable Commercial Paper Notes would correspondingly result in the cancellation of the purchase of the new Callable Commercial Paper Notes (or new Commercial Paper Notes that are not subject to a Call Option, as applicable) proposed to be issued in connection therewith.

The Redemption Price (as defined herein) of Callable Commercial Paper Notes shall be payable solely from the following sources in the following order of priority: (i) to the extent amounts sufficient to pay such Redemption Price have been deposited in the applicable Refunding Proceeds Redemption Price Subaccount of the applicable Payment Subaccount from the proceeds of any long-term bonds or certificates of participation fixed to maturity issued to pay such Redemption Price to such Owner on the Redemption Date, from such proceeds on deposit in the applicable Refunding Proceeds Redemption Price Subaccount of the applicable Payment Subaccount; and (ii) the proceeds of the sale of any Commercial Paper Notes.

Each Series of Commercial Paper Notes is authorized in a maximum aggregate principal amount which, together with the amount of interest to accrue on such Commercial Paper Notes through the respective maturity dates thereof, will not exceed the Stated Amount of the Letter of Credit supporting such Series. The initial Stated Amount (i) under the Series A Credit Facility

will be \$[_____], (ii) under the Series B Credit Facility will be \$[_____], and (iii) under the Series C Credit Facility will be \$[_____]. Under the Trust Agreement, the Issuing and Paying Agent may not cause the issuance of Commercial Paper Notes unless the Corporation has certified to the Issuing and Paying Agent that the amount available to be drawn under the applicable Credit Facility will, upon the issuance of such Commercial Paper Notes, be in an amount sufficient to pay the principal thereof and interest thereon at the rates then in effect with respect to such Commercial Paper Notes through the maturity dates thereof. The Commercial Paper Notes are permitted to be issued in denominations of \$100,000 and integral multiples of \$1,000 in excess thereof and in book-entry form through the book-entry system of The Depository Trust Company, New York, New York (“DTC”) as described below. A Series or multiple Series of Commercial Paper Notes may be subject to redemption prior to maturity if designated as Callable Commercial Paper Notes pursuant to the Trust Agreement; *provided, however,* that the Corporation may only designate Commercial Paper Notes to be subject to a Call Option only if the applicable Credit Facility is available to pay the accrued interest on such Callable Commercial Paper Notes payable upon redemption prior to maturity. So long as any Callable Commercial Paper Notes are outstanding, the Corporation shall use the book-entry system with respect to the Commercial Paper Notes. A Series of Commercial Paper Notes shall bear interest at a rate not in excess of the Maximum Interest Rate and shall not be subject to redemption prior to maturity other than during a Call Exercise Period. Interest on the Commercial Paper Notes is payable on their respective maturity dates. The Commercial Paper Notes shall mature not more than 270 days after the date of issuance and, if designated as Callable Commercial Paper Notes pursuant to the Trust Agreement, shall mature on a Business Day not earlier than thirty-eight (38) days following the related date of issue, and in no event later than the five (5) days prior to the stated expiration or termination date of the applicable Credit Facility on April 19, 2016, or such later date to which the applicable Credit Facility hereinafter referred to shall have been extended, unless the Corporation shall have arranged for an Alternate Credit Facility. Tax Exempt Governmental Commercial Paper Notes and Tax Exempt 501(c)(3) Commercial Paper Notes shall be interest bearing. Taxable Commercial Paper Notes may be issued and sold at a discount or may be interest bearing; provided that Taxable Commercial Paper Notes that are Callable Commercial Paper Notes shall only be issued as interest bearing (and not issued at a discount). To evidence the indebtedness of the Corporation due and owing to each LC Bank under the applicable Reimbursement Agreement with respect to amounts drawn under the applicable Letter of Credit, the Corporation will issue a separate Revolving Note pursuant to the terms of each Reimbursement Agreement.

As used herein, the following terms shall have the meanings set forth below:

“*Advance*” means (i) with respect to a Credit Facility, each advance or loan (whether a revolving loan or term loan) of funds made under and subject to the provisions contained in such Credit Facility or the related Reimbursement Agreement, as applicable, and (ii) with respect to a Direct Placement Revolving Credit Agreement, each advance or loan (whether a revolving loan or term loan) of funds made under and subject to the provisions contained in such Direct Placement Revolving Credit Agreement.

“*Alternate Credit Facility*” means an irrevocable letter of credit, a line or lines of credit, a noncancellable insurance policy or other credit facility provided by an LC Bank to facilitate the payment of a Series of Commercial Paper Notes in accordance with the provisions of the Trust

Agreement, as such Alternate Credit Facility may be amended or supplemented from time to time.

“*Category*” means one of the following categories of Lease Revenue Obligations: (i) Notes; and (ii) Direct Placement Revolving Notes.

“*Credit Facility*” means (a) the Series A Credit Facility, the Series B Credit Facility, the Series C Credit Facility, and with respect to any Additional Series of Commercial Paper Notes, any irrevocable letter of credit, a line or lines of credit, a noncancellable insurance policy or other credit facility provided by an LC Bank to facilitate the payment of Commercial Paper Notes of such Additional Series and (b) any Alternate Credit Facility.

“*Credit Provider*” means any LC Bank or any Direct Placement Bank.

“*Credit Provider Agreement*” means any Reimbursement Agreement or any Direct Placement Revolving Credit Agreement.

“*Direct Placement Bank*” means, collectively, any provider obligated to make Advances to the Corporation under a Direct Placement Revolving Credit Agreement evidenced by one or more Direct Placement Revolving Note(s) issued as a Series of Lease Revenue Obligations pursuant to the provisions of the Trust Agreement.

“*Direct Placement Revolving Credit Agreement*” means, collectively, any revolving credit agreement and related fee letter agreement entered into among the Corporation, the County and a Direct Placement Bank providing for Advances made by such Direct Placement Bank to the Corporation evidenced by one or more Direct Placement Revolving Note(s) issued as a Series of Lease Revenue Obligations pursuant to the provisions of the Trust Agreement.

“*Direct Placement Revolving Notes*” means, as applicable, one or more promissory notes issued as a Series of Lease Revenue Obligations pursuant to the provisions of the Trust Agreement evidencing Advances made by a Direct Placement Bank to the Corporation pursuant to a Direct Placement Revolving Credit Agreement.

“*Final Drawing Notice*” has the meaning set forth in the related Credit Facility.

“*Funding Commitment*” means, with respect to an LC Bank, the stated amount of its respective Credit Facility and, with respect to a Direct Placement Bank, the maximum commitment of such Direct Placement Bank under its Direct Placement Revolving Credit Agreement.

“*LC Banks*” means, collectively, any issuer of a Credit Facility for any Series of Commercial Paper Notes.

“*Maximum Interest Rate*” means 10% per annum.

“*Maximum Principal Amount*” means, as of any date of calculation, the greatest principal amount of indebtedness which, if it bore interest at the Maximum Interest Rate and principal and such interest were payable annually on the first day of each Base Rental Period (commencing on

the first day of the first Base Rental Period to commence after the date of calculation), could be fully retired from amounts then payable by the County as Maximum Base Rental (adjusted for any abatement pursuant to the Sublease) during the remaining term of the Sublease.

“*Note*” means any Commercial Paper Note or Revolving Note, and “*Notes*” means the Commercial Paper Notes and the Revolving Notes.

“*Outstanding*” means, when used as of any particular time with respect to any Lease Revenue Obligation, as the context requires, such Lease Revenue Obligations theretofore issued by the Corporation under the Trust Agreement, except: (a) Lease Revenue Obligations theretofore cancelled or delivered to the Issuing and Paying Agent for cancellation and, in all cases, with the intent to extinguish the debt represented thereby; and (b) Lease Revenue Obligations in lieu of, or in substitution for, which other Lease Revenue Obligations have been issued and delivered under the Trust Agreement; and (c) Lease Revenue Obligations with respect to which all liability of the Corporation shall have been discharged in accordance with the defeasance provisions of the Trust Agreement.

“*Outstanding Credit Exposure*” means, as to any Credit Provider at any time, the aggregate principal amount of outstanding Advances evidenced by its Revolving Note or Direct Placement Revolving Notes, as applicable.

“*Pro Rata Share*” means, with respect to a Category of Lease Revenue Obligations, a portion equal to a fraction the numerator of which is the maximum aggregate principal amount of such Category of Lease Revenue Obligations permitted to be Outstanding hereunder and the denominator of which is the Maximum Principal Amount; *provided however*, if the Funding Commitment of a Credit Provider has been terminated in accordance with its Credit Provider Agreement, then the portion of the maximum aggregate principal amount of such Category of Lease Revenue Obligations relating to the Funding Commitment of such Credit Provider shall be based on such Credit Provider’s Outstanding Credit Exposure at such time.

“*Reimbursement Agreement*” means, collectively, any reimbursement agreement and related fee letter agreement entered into among the Corporation, the County and any LC Bank in connection with the delivery of any Credit Facility supporting the payment of a Series of Commercial Paper Notes.

“*Required Credit Providers*” means Credit Providers in the aggregate having greater than 50% of the Funding Commitments; *provided, however*, if the Funding Commitment of a Credit Provider has been terminated in accordance with its Credit Provider Agreement, then the Funding Commitment of such Credit Provider shall be based on such Credit Provider’s Outstanding Credit Exposure at such time.

“*Revolving Note*” means, collectively, any promissory note or promissory notes issued pursuant to the provisions of the Trust Agreement and a Reimbursement Agreement in evidence of Advances made by an LC Bank under a Reimbursement Agreement to support the payment of Commercial Paper Notes of a Series, having the terms and characteristics contained therein and issued in accordance therewith.

“*Series A Credit Facility*” means, initially, that certain irrevocable direct-pay letter of credit (as amended from time to time, the “*Series A Letter of Credit*”) issued by JPMorgan Chase Bank, National Association (the “*Series A Credit Facility Provider*”) pursuant to the Letter of Credit and Reimbursement Agreement, dated as of April 1, 2013 (as amended from time to time, the “*Series A Reimbursement Agreement*”), among the Corporation, the County and the Series A Credit Facility Provider and, upon the issuance of any Alternate Credit Facility, such Alternate Credit Facility.

“*Series B Credit Facility*” means, initially, that certain irrevocable direct-pay letter of credit (as amended from time to time, the “*Series B Letter of Credit*”) issued by U.S. Bank National Association (the “*Series B Credit Facility Provider*”) pursuant to the Letter of Credit and Reimbursement Agreement, dated as of April 1, 2013 (as amended from time to time, the “*Series B Reimbursement Agreement*”), among the Corporation, the County and the Series B Credit Facility Provider and, upon the issuance of any Alternate Credit Facility, such Alternate Credit Facility.

“*Series C Credit Facility*” means, initially, that certain irrevocable direct-pay letter of credit (as amended from time to time, the “*Series C Letter of Credit*”) issued by Wells Fargo Bank, National Association (the “*Series C Credit Facility Provider*”) pursuant to the Letter of Credit and Reimbursement Agreement, dated as of April 1, 2013 (as amended from time to time, the “*Series C Reimbursement Agreement*”), among the Corporation, the County and the Series C Credit Facility Provider and, upon the issuance of any Alternate Credit Facility, such Alternate Credit Facility.

All capitalized terms herein that are not otherwise defined shall have the meanings agreed thereto in the Trust Agreement, the Sublease, the Site Lease, the applicable Letter of Credit and the applicable Reimbursement Agreement, as applicable.

Limitations on Issuance; Maintenance of Credit Facilities

Pursuant to the Trust Agreement, the Corporation has covenanted and agreed that it shall not issue any Commercial Paper Notes of a Series with a maturity later than five (5) days prior to the stated expiration or termination date of the related Credit Facility unless the Corporation shall have arranged for an Alternate Credit Facility with respect to such Series pursuant to the provision of the Trust Agreement described below.

Pursuant to the Trust Agreement, the Corporation has covenanted that at all times while Commercial Paper Notes remain outstanding, it will maintain a Credit Facility supporting payment of the Commercial Paper Notes of a Series with an available amount thereunder such that, assuming that all then outstanding Commercial Paper Notes of such Series were to become due and payable immediately thereof, the amount available to be drawn under the applicable Credit Facility would be sufficient to pay all the principal and interest, including interest that would become due and payable at the stated maturity of such Series of the Commercial Paper Notes; *provided, however*, that the Corporation may in accordance with the terms of each Reimbursement Agreement replace the related Credit Facility upon five days prior written notice to the Dealer or Dealers of such Series, the Trustee and the Issuing and Paying Agent (such notice to the Trustee including a written direction from the Corporation to the Trustee to

immediately disseminate notice of the replacement of a Credit Facility to the respective Owners thereof), so long as the replacement of such Credit Facility shall not result in (a) a withdrawal by Moody's or S&P of the then-current short-term ratings on the Commercial Paper Notes of such Series; or (b) a downgrade by Moody's or S&P of the then-current short-term ratings on the Commercial Paper Notes of such Series; provided, further, that the Corporation may replace the related Credit Facility without compliance with the rating requirement of the preceding proviso if such replacement is made on any date that all Outstanding Commercial Paper Notes of such Series mature or are defeased pursuant to the provisions of the Trust Agreement or are redeemed prior to maturity pursuant to the provisions of the Trust Agreement. Prior to the effective date of an Alternate Credit Facility for Commercial Paper Notes of a Series, the Credit Facility being replaced by such Alternate Credit Facility shall remain in effect until all such Commercial Paper Notes of such Series are paid in full or defeased pursuant to the provisions of the Trust Agreement and the Issuing and Paying Agent shall draw on such Credit Facility being replaced (and not upon any Alternate Credit Facility replacing such Credit Facility then in effect) as needed to pay the principal of and interest on such Commercial Paper Notes of such Series upon the maturity thereof or accrued interest on all then Outstanding Callable Commercial Paper Notes upon redemption prior to maturity, but no such draw shall be required for any of such Commercial Paper Notes of such Series defeased pursuant to the provisions of the Trust Agreement. No Commercial Paper Note of such Series shall be issued if, immediately after the issuance thereof and the application of any proceeds thereof to retire other Commercial Paper Notes of such Series in the aggregate principal amount of all Commercial Paper Notes of such Series, the aggregate principal amount of all Commercial Paper Notes of such Series plus the amount of all interest that would become due and payable at the stated maturity of all Commercial Paper Notes of such Series, would exceed the amount available to be drawn under the Credit Facility supporting such Commercial Paper Notes of such Series. In furtherance of the foregoing covenant, the Corporation has agreed that it will not issue any Commercial Paper Notes of any Series which will result in a violation of such covenant, will not amend any Credit Facility in a manner which will cause a violation of such covenant and, if and to the extent necessary to maintain compliance with such covenant, will arrange for an Alternate Credit Facility prior to, or contemporaneously with, the expiration or termination of such Credit Facility.

Issuance and Sale of Commercial Paper Notes

At any time after the execution of the Trust Agreement, the Corporation may determine to issue a Series of Commercial Paper Notes in accordance with telephonic, facsimile, email or written instructions of a Corporation Representative, substantially in the form attached to the Trust Agreement, delivered to the Issuing and Paying Agent. Said instructions: (a)(i) shall specify such Series, principal amounts, dates of issue, purchase price, maturities, rates of interest and other terms and conditions which are authorized and permitted by the Trust Agreement to be fixed by a Corporation Representative at the time of sale of the Commercial Paper Notes, including, without limitation, a designation, if any, that such Commercial Paper Notes shall be subject to a Call Option and are therefore Callable Commercial Paper Notes; provided that Callable Commercial Paper Notes, whether issued as Tax Exempt Governmental Commercial Paper Notes, Tax Exempt 501(c)(3) Commercial Paper Notes or Taxable Commercial Paper Notes, shall only be issued as interest bearing (and not issued at a discount) and shall mature on a Business Day not earlier than thirty-eight (38) days following the related date of issue; *provided,*

however, that the Corporation may only designate Commercial Paper Notes to be subject to a Call Option only if the applicable Credit Facility is available to pay the accrued interest on such Callable Commercial Paper Notes payable upon redemption prior to maturity; and (ii) shall specify whether such Series or amount of such Series shall be issued as Tax Exempt Governmental Commercial Paper Notes, Tax Exempt 501(c)(3) Commercial Paper Notes or Taxable Commercial Paper Notes; (b) so long as the Corporation uses the book-entry system with respect to the Commercial Paper Notes of such Series, shall include a request to the Issuing and Paying Agent to debit the purchaser's account at the Depository against credit to the Issuing and Paying Agent's account at the Depository which purchase shall then be recorded on the books and records of the Issuing and Paying Agent maintained with respect to each Revolving Note; (c) if the Corporation is no longer using the book-entry system with respect to the Commercial Paper Notes of such Series, shall include a request that the Issuing and Paying Agent authenticate Commercial Paper Notes of such Series By countersignature of its authorized officer or employee and deliver them to the named purchaser or purchasers thereof upon receipt of payment in accordance with the custom then prevailing in the New York financial market in regard to commercial paper notes, and the rules of the New York Clearinghouse shall apply thereto; (d) shall contain provisions representing that all action on the part of the Corporation necessary for the valid issuance of the Commercial Paper Notes of such Series then to be issued has been taken, that all provisions of California law necessary for the valid issuance of the Commercial Paper Notes of such Series with provision for interest exemption from California personal income taxation have been complied with and in the event of the issuance of Tax Exempt Governmental Commercial Paper Notes or Tax Exempt 501(c)(3) Commercial Paper Notes of such Series, that all provisions of federal law for the valid issuance of Tax Exempt Governmental Commercial Paper Notes or Tax Exempt 501(c)(3) Commercial Paper Notes of such Series with provision for the exclusion of interest from gross income for federal income tax purposes have been complied with, and that Commercial Paper Notes of such Series in the possession of the Owners thereof will be valid and enforceable obligations of the Corporation according to their terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights theretofore or thereafter enacted; and (e) shall also certify that each of the following conditions has been satisfied:

(i) a Dealer Agreement or Dealer Agreements shall be in full force and effect providing for the marketing of all the Commercial Paper Notes of such Series outstanding immediately after such issuance;

(ii) the interest rate on such Commercial Paper Notes of such Series shall not exceed the Maximum Interest Rate;

(iii) a Credit Facility shall be in full force and effect with respect to all such Commercial Paper Notes of such Series outstanding immediately after such issuance in an amount sufficient to pay the principal thereof and accrued interest thereon at the rates then in effect with respect to such Commercial Paper Notes through the maturity dates thereof up to the Maximum Interest Rate and, additionally, for Callable Commercial Paper Notes, a Credit Facility or Credit Facilities shall also permit the Issuing and Paying Agent to draw for the payment of accrued interest on such Callable Commercial Paper Notes upon redemption prior to maturity;

(iv) the sum of the aggregate principal amount of Commercial Paper Notes outstanding immediately after the issuance of such Commercial Paper Notes of such Series shall not exceed the Pro Rata Share of the Maximum Principal Amount attributable to such Category calculated as of the date of such issuance;

(v) if the issuance of such Commercial Paper Notes of such Series is for a purpose other than refinancing, renewing or refunding Commercial Paper Notes of such Series or Advances with respect to such Series, the Corporation shall have issued to the County as Debt Service Certificate-Additional Lease Revenue Obligations in the form provided for in the Sublease reflecting the issuance of such Commercial Paper Notes and the County shall have complied with the Sublease;

(vi) the Corporation shall not have received advice from Note Counsel that the interest on such Commercial Paper Notes proposed to be issued may not be exempt from California personal income tax or interest on the Tax Exempt Governmental Commercial Paper Notes or the Tax Exempt 501(c)(3) Commercial Paper Notes may not be excluded from gross income for federal income tax purposes;

(vii) if the issuance of such Tax Exempt 501(c)(3) Commercial Paper Notes of such Series is for the purpose of financing Project Costs of the Tax Exempt 501(c)(3) Projects, (1) the Corporation shall have received an opinion of Note Counsel that the interest on the Tax Exempt 501(c)(3) Commercial Paper Notes of such Series proposed to be issued shall be exempt from California personal income tax and excludable from gross income for federal income tax purposes, (2) such Tax Exempt 501(c)(3) Project is identified in a Notice of Public Hearing and Approval of the County, (3) the Corporation and the County shall have executed and delivered a Tax Certificate and the 501(c)(3) user shall have executed such tax certifications with respect to such Tax Exempt 501(c)(3) Commercial Paper Notes in form and substance satisfactory to Note Counsel, and (4) counsel to the 501(c)(3) user shall have delivered an opinion in form and substance satisfactory to Note Counsel;

(viii) the Issuing and Paying Agent shall not have received a No-Issuance Notice or a Final Drawing Notice from the LC Bank for such Series;

(ix) No Event of Default under the Trust Agreement has occurred and is continuing as of the date of such instructions;

(x) the Corporation has full power and authority to perform its duties and obligations with respect to the Commercial Paper Notes of such Series and the Reimbursement Agreement relating to such Series;

(xi) the Corporation is in compliance with its covenants set forth in the Trust Agreement as of the date of such instructions;

(xii) the amount of Commercial Paper Notes of such Series to be outstanding and interest accrued or to accrue thereon through the maturity dates thereof as of the date of such issuance does not exceed the amount then available to be drawn under the applicable Credit Facility; and

(xii) the accrued interest on Callable Commercial Paper Notes payable upon redemption prior to maturity does not exceed the amount then available to be drawn under the Credit Facility.

With respect to a Series of Commercial Paper Notes issued (x) to refinance, renew or refund Commercial Paper Notes (or to reimburse the related LC Bank therefor), or (y) to pay the Redemption Price of the applicable Series of Callable Commercial Paper Notes, or (z) to pay accrued interest on the Callable Commercial Paper Notes upon redemption prior to maturity (or to reimburse the related LC Bank therefor), unless the Corporation notifies the Dealer and the Issuing and Paying Agent to the contrary in writing, the Corporation authorizes and directs the applicable Dealer to direct the Issuing and Paying Agent to issue a Series of Commercial Paper Notes in an amount equal to the principal of and interest on maturing Commercial Paper Notes or the Redemption Price of the applicable Series of Callable Commercial Paper Notes or accrued interest on the applicable Series of Callable Commercial Paper Notes upon redemption prior to maturity, as applicable, and, if directed by the Corporation, to designate on behalf of the Corporation such Commercial Paper Notes to be subject to a Call Option, and, in connection therewith, to provide the Issuing and Paying Agent with the necessary information required in clause (a) above; *provided, however*, that the applicable Dealer may only designate on behalf of the Corporation such Commercial Paper Notes to be subject to a Call Option only if the applicable Credit Facility is available to pay the accrued interest on such Callable Commercial Paper Notes payable upon redemption prior to maturity. In such event, the Corporation will be deemed to be in compliance with the requirements of clause (e) above (other than clause (e)(v)) unless the Corporation has given notice to the Issuing and Paying Agent that it is not in compliance with those requirements.

THE COMMERCIAL PAPER NOTES ARE SPECIAL OBLIGATIONS OF THE CORPORATION PAYABLE SOLELY FROM THE AMOUNTS PLEDGED THEREFOR IN THE TRUST AGREEMENT, INCLUDING BASE RENTAL PAYMENTS MADE BY THE COUNTY PURSUANT TO THE SUBLEASE AND AMOUNTS HELD BY THE TRUSTEE AND THE ISSUING AND PAYING AGENT IN CERTAIN FUNDS AND ACCOUNTS ESTABLISHED UNDER THE TRUST AGREEMENT. THE OBLIGATION OF THE COUNTY TO PAY BASE RENTAL DOES NOT CONSTITUTE AN OBLIGATION OF THE COUNTY FOR WHICH THE COUNTY IS OBLIGATED TO LEVY OR PLEDGE, OR HAS LEVIED OR PLEDGED, ANY FORM OF TAXATION. NEITHER THE COMMERCIAL PAPER NOTES NOR THE OBLIGATION OF THE COUNTY TO PAY BASE RENTAL PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE COUNTY, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF THE CONSTITUTION OR LAWS OF THE STATE OF CALIFORNIA. THE CORPORATION HAS NO TAXING POWER AND NO OBLIGATION TO PAY BASE RENTAL. UNDER CERTAIN CIRCUMSTANCES, BASE RENTAL PAYMENTS MAY BE ABATED UNDER THE SUBLEASE.

Redemption of Callable Commercial Paper Notes

The Series A Tax Exempt Governmental Commercial Paper Notes, the Series A Tax Exempt 501(c)(3) Commercial Paper Notes and the Series A Taxable Commercial Paper Notes are subject to redemption prior to maturity if designated by the Corporation in the written

instructions of a Corporation Representative for the issuance of such Series A Tax Exempt Governmental Commercial Paper Notes, Series A Tax Exempt 501(c)(3) Commercial Paper Notes or the Series A Taxable Commercial Paper Notes, as applicable, pursuant to the Trust Agreement or, if directed by the Corporation, designated by a Dealer on behalf of the Corporation, to be subject to a Call Option and therefore Callable Commercial Paper Notes. Subject to rescission as described below, Callable Commercial Paper Notes shall be subject to redemption prior to maturity solely with respect to all (but not part) of a maturity of Commercial Paper Notes designated by its own separate CUSIP Number and only during the related Call Exercise Period, at the Redemption Price thereof on the designated Redemption Date.

Definitions. The following terms have the definitions set forth below:

“Call Exercise Period” means, with respect to any Callable Commercial Paper Notes, the period commencing on and including the 35th day immediately preceding the maturity date of such Callable Commercial Paper Notes through and including the Business Day immediately preceding such maturity date.

“Call Option” with respect to any Callable Commercial Paper Notes, shall mean the right of the Corporation to redeem such Callable Commercial Paper Notes prior to maturity, in whole but not in part, on the Redemption Date at the Redemption Price of such Callable Commercial Paper Notes.

“Call Option Exercise Notice” with respect to any Callable Commercial Paper Notes, shall mean a written notice given by or on behalf of the Corporation to the Issuing and Paying Agent on any Business Day at least two (2) Business Days but not more than ten (10) Business Days prior to the designated Redemption Date described therein, of the Corporation’s election to exercise the Call Option with respect to such Callable Commercial Paper Notes.

“Callable Commercial Paper Notes” means Commercial Paper Notes designated by the Corporation in written instructions of a Corporation Representative pursuant to the Trust Agreement or designated by a Dealer on behalf of the Corporation pursuant to the Trust Agreement, to be subject to a Call Option by the Corporation pursuant to the redemption provisions of the Trust Agreement.

“Electronic Notice” means notice transmitted through a time-sharing terminal, by facsimile transmission, by email or by telephone (promptly confirmed in writing or by facsimile transmission), or, with respect to notices to the Depository, a written notice transmitted electronically by email to the email address provided by the Depository in accordance with the DTC Operational Arrangements, as amended from time to time, or the operational arrangements of any successor Depository.

“EMMA” means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System, or any successor thereto.

“Failed Remarketing” means, with respect to any Callable Commercial Paper Notes for which a Call Option Exercise Notice has been given by or on behalf of the Corporation, the failure of the applicable Dealer to find purchasers for new Callable Commercial Paper Notes (or if directed by the Corporation, new Commercial Paper Notes that are not subject to a Call

Option), the proceeds of which will be used to pay the Redemption Price of the existing Callable Commercial Paper Notes proposed to be redeemed, in accordance with the terms of the applicable Dealer Agreement, the Trust Agreement and any direction from the Corporation for all Callable Commercial Paper Notes subject to redemption on the designated Redemption Date as described in the related Redemption Notice and to provide notice to the Issuing and Paying Agent of the relevant issuance terms thereof, by 1:00 P.M. (New York City time) on the Business Day immediately preceding such designated Redemption Date.

“Failed Settlement” means, with respect to any Callable Commercial Paper Notes for which a Call Option Exercise Notice has been given by or on behalf of the Corporation, moneys sufficient to pay the Redemption Price of such Callable Commercial Paper Notes subject to redemption are not on deposit with the Issuing and Paying Agent by 12:30 P.M. (New York City time) on such designated Redemption Date.

“Preliminary Call Option Exercise Notice” with respect to any Callable Commercial Paper Notes, shall mean a written notice, given by or on behalf of the Corporation to the Issuing and Paying Agent on any Business Day at least three (3) Business Days but not more than eleven (11) Business Days prior to the designated Redemption Date described therein, of the Corporation’s intention to deliver or cause the applicable Dealer to deliver a Call Option Exercise Notice to the Issuing and Paying Agent not later than 11:00 A.M. (New York City time) on the second Business Day prior to the designated Redemption Date described therein.

“Redemption Date” with respect to any Callable Commercial Paper Notes, shall mean the Business Day designated as the Redemption Date in the Call Option Exercise Notice, which Redemption Date shall occur during the related Call Exercise Period and be at least two (2) Business Days but not more than ten (10) Business Days following the date of the Issuing and Paying Agent’s receipt of the related Call Option Exercise Notice from or on behalf of the Corporation with respect to such Callable Commercial Paper Notes.

“Redemption Price” with respect to any Callable Commercial Paper Notes, shall mean a redemption price equal to the principal amount of such Callable Commercial Paper Notes.

Preliminary Call Option Exercise Notice; Call Option Exercise Notice. In order to exercise its right to cause a redemption prior to maturity of any Callable Commercial Paper Notes during the related Call Exercise Period, the Corporation, at its option, shall (i) deliver or cause the applicable Dealer to deliver a Preliminary Call Option Exercise Notice to the Issuing and Paying Agent by Electronic Notice not later than 11:00 A.M. (New York City time) on the third Business Day immediately preceding the designated Redemption Date described in such Preliminary Call Option Exercise Notice and thereafter, (ii) deliver or cause the applicable Dealer to deliver a Call Option Exercise Notice to the Issuing and Paying Agent by Electronic Notice not later than 11:00 A.M. (New York City time) on the second Business Day immediately preceding such designated Redemption Date. The Call Option Exercise Notice shall specify the designated Redemption Date, the principal amount of the Callable Commercial Paper Notes proposed to be redeemed, the CUSIP Number for such Callable Commercial Paper Notes and the Redemption Price of such Callable Commercial Paper Notes on such designated Redemption Date and shall state that upon a Failed Remarketing or a Failed Settlement, the proposed redemption shall be rescinded for that Redemption Date, the Owners shall retain ownership of

such Callable Commercial Paper Notes, and all such Callable Commercial Paper Notes shall remain subject to redemption prior to maturity on any subsequently designated Redemption Date (which is a Business Day remaining in the related Call Exercise Period) pursuant to a subsequently delivered Redemption Notice.

The Corporation will incur a surcharge under the related Reimbursement Agreement whenever any Callable Commercial Paper Notes are not successfully redeemed prior to maturity for each day during the period commencing thirty (30) days immediately preceding the date such Callable Commercial Paper Notes are scheduled to mature to but excluding the earlier of (x) the date such Callable Commercial Paper Notes are redeemed in full and (y) the maturity date of such Callable Commercial Paper Notes. To avoid such surcharge, the Corporation anticipates entering into a standing order with the applicable Dealers (the "Standing Order"), subject to certain conditions, to facilitate a redemption on the earliest possible Business Day within each Call Exercise Period. The Standing Order will be revocable at any time by the Corporation, and the Corporation or the applicable Dealer on behalf of the Corporation will be under no obligation to direct any redemption within the Call Exercise Period.

Redemption Notice. If the Issuing and Paying Agent receives the Preliminary Call Option Exercise Notice not later than 12:00 P.M. (New York City time) on the third Business Day immediately preceding the designated Redemption Date described therein, upon the Issuing and Paying Agent's timely receipt of the related Call Option Exercise Notice, the Issuing and Paying Agent shall provide Electronic Notice to the Depository and the related LC Bank of the related Redemption Notice, not later than 12:00 P.M. (New York City time) on the same Business Day that the Call Option Exercise Notice is timely received by the Issuing and Paying Agent by or on behalf of the Corporation. If the Issuing and Paying Agent receives the Preliminary Call Option Exercise Notice after 12:00 P.M. (New York City time) on the third Business Day immediately preceding such designated Redemption Date, upon the Issuing and Paying Agent's timely receipt of the related Call Option Exercise Notice, the Issuing and Paying Agent shall use its best efforts to provide Electronic Notice to the Depository and the related LC Bank of the related Redemption Notice not later than 12:00 P.M. (New York City time) on the same Business Day the Issuing and Paying Agent receives the related Call Option Exercise Notice, but shall, in any event, provide such Electronic Notice to the Depository and the related LC Bank of the related Redemption Notice not later than 4:00 P.M. (New York City time) on such Business Day. The Issuing and Paying Agent shall provide evidence to the Corporation and the Dealer that the Depository has received such Redemption Notice. The Issuing and Paying Agent shall use its best efforts to file, or cause to be filed, such Redemption Notice with EMMA by 4:30 P.M. (New York City time) on the Business Day that the Issuing and Paying Agent receives the Call Option Exercise Notice or, if the Issuing and Paying Agent is unable to file, or cause to be filed, such Redemption Notice with EMMA by such time, the Issuing and Paying Agent shall file, or cause to be filed, such Redemption Notice with EMMA as soon as practicable thereafter.

Each Redemption Notice shall state (i) the designated Redemption Date and the Redemption Price and accrued interest on the applicable Callable Commercial Paper Notes payable upon such redemption prior to maturity and the maturity date and CUSIP Number of the Callable Commercial Paper Notes to be redeemed, (ii) that such Callable Commercial Paper Notes must be presented for delivery to the Issuing and Paying Agent not later than 12:30 P.M. (New York City time) on the Redemption Date for such Callable Commercial Paper Notes and

that any such Callable Commercial Paper Notes not so presented for delivery as required shall be deemed to have been so presented and, upon provision for payment of the Redemption Price thereof from the funds specified in the following paragraph and accrued interest thereon, shall be deemed to have been redeemed on the Redemption Date, after which the Owner thereof shall have no further rights with respect thereto or hereunder except the right to receive the Redemption Price thereof and accrued interest on the applicable Callable Commercial Paper Notes upon such redemption prior to maturity upon presentation and surrender of said Callable Commercial Paper Notes to the Issuing and Paying Agent and that all Callable Commercial Paper Notes subject to such redemption shall be redeemed on the Redemption Date at the Redemption Price thereof; (iii) from and after the Redemption Date, if the Redemption Notice shall have been duly given and funds available for the Redemption Price thereof and accrued interest thereon shall have been duly provided, no interest shall accrue on such Callable Commercial Paper Notes from and after the Redemption Date; (iv) the Redemption Price thereof shall be payable to the Owner thereof in accordance with the procedures set forth herein, solely from the following sources in the following order of priority: (x) to the extent amounts sufficient to pay such Redemption Price have been deposited in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund from the proceeds of any long-term bonds or certificates of participation fixed to maturity issued to pay such Redemption Price to such Owner on the Redemption Date, from such proceeds on deposit in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund; and (y) the proceeds of the sale of any Commercial Paper Notes; and (v) upon a Failed Remarketing or a Failed Settlement, the proposed redemption shall be rescinded for that Redemption Date, the Owners shall retain ownership of such Callable Commercial Paper Notes, and all such Callable Commercial Paper Notes shall remain subject to redemption prior to maturity on any subsequently designated Redemption Date (which is a Business Day remaining in the related Call Exercise Period) pursuant to a subsequently delivered Redemption Notice. Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the validity of the proceedings for the redemption of the applicable Callable Commercial Paper Notes or the cessation of the accrual of interest thereon from and after the Redemption Date.

Redemption Procedure. Subject to rescission as described below, upon delivery of a Call Option Exercise Notice by or on behalf of the Corporation to the Issuing and Paying Agent, the Callable Commercial Paper Notes will be subject to redemption prior to maturity, in whole, but not in part), on the designated Redemption Date described in such Call Option Exercise Notice at the Redemption Price thereof. Unless otherwise instructed by the Corporation, the applicable Dealer shall use its best efforts to sell new Callable Commercial Paper Notes (or if directed by the Corporation, new Commercial Paper Notes that are not subject to a Call Option), the proceeds of which will be used to pay the Redemption Price of the existing Callable Commercial Paper Notes proposed to be redeemed and shall provide the Corporation and the County with any other information as required for delivery of such Callable Commercial Paper Notes (or Commercial Paper Notes that are not subject to a Call Option, as applicable) pursuant to the applicable Dealer Agreement[; provided however that, so long as a Credit Facility or Credit Facilities remains in effect with respect to the Callable Commercial Paper Notes, the applicable Dealer shall not offer for sale or sell any new Callable Commercial Paper Notes (or if directed by the Corporation, new Commercial Paper Notes that are not subject to a Call Option), the

proceeds of which will be used to pay the Redemption Price of the existing Callable Commercial Paper Notes proposed to be redeemed, to the Corporation.] [TO BE DISCUSSED] Any such purchase of new Callable Commercial Paper Notes (or if directed by the Corporation, new Commercial Paper Notes that are not subject to a Call Option), the proceeds of which will be used to pay the Redemption Price of the existing Callable Commercial Paper Notes proposed to be redeemed, or secondary transactions related thereto, shall be on a when issued basis. The Redemption Price of such Callable Commercial Paper Notes shall be payable to the Owners thereof in accordance with the following procedures, but solely from the sources in the order of priority described under the subcaption “ Priority of Payment of Tax Exempt/Taxable Notes.” The Issuing and Paying Agent shall make payment of the Redemption Price of such Callable Commercial Paper Notes and accrued interest on the applicable Callable Commercial Paper Notes upon such redemption prior to maturity to the Owner thereof upon surrender for redemption thereof by such Owner to the Issuing and Paying Agent (for the account of the Corporation). Following the delivery of a Redemption Notice with respect to any Callable Commercial Paper Notes, the Owner thereof shall present such Callable Commercial Paper Notes for delivery to the Issuing and Paying Agent (for the account of the Corporation) through the Depository not later than 12:30 P.M. (New York City time) on the Redemption Date for such Callable Commercial Paper Notes. If such Callable Commercial Paper Notes are timely presented for delivery by the Owner thereof as described above, the Corporation will cause the Issuing and Paying Agent to pay the Redemption Price of and accrued interest on the applicable Callable Commercial Paper Notes upon such redemption prior to maturity to such Owner on the Redemption Date in lawful money of the United States of America in immediately available funds or in such manner as such Owner and the Issuing and Paying Agent shall agree. Any Callable Commercial Paper Notes not so timely presented for delivery shall be deemed to have been redeemed on the Redemption Date from the funds specified above, after which the Owner thereof shall have no further rights with respect thereto or hereunder except the right to receive the Redemption Price of and accrued interest on the applicable Callable Commercial Paper Notes upon such redemption prior to maturity upon presentation and surrender of said Callable Commercial Paper Notes to the Issuing and Paying Agent. From and after the Redemption Date, if the Redemption Notice shall have been duly given and funds available for the Redemption Price of such Callable Commercial Paper Notes shall have been duly provided, no interest shall accrue on such Callable Commercial Paper Notes from and after the Redemption Date. All Callable Commercial Paper Notes so redeemed shall be cancelled and shall not be re-delivered.

Rescission. Anything herein to the contrary notwithstanding, upon the occurrence of a Failed Remarketing or a Failed Settlement, with regards to any Callable Commercial Paper Notes for which a Redemption Notice has been given, the proposed redemption of such Callable Commercial Paper Notes shall be rescinded. Upon the occurrence of a Failed Remarketing, the applicable Dealer shall notify the Issuing and Paying Agent of such Failed Remarketing by 1:00 P.M. (New York City time) on the Business Day immediately preceding the designated Redemption Date for such Callable Commercial Paper Notes. Upon the Issuing and Paying Agent’s receipt of such notice of a Failed Remarketing, the Issuing and Paying Agent shall cause the rescission of the proposed redemption of such Callable Commercial Paper Notes by providing Electronic Notice of the rescission of the proposed redemption to the Depository not later than 2:00 P.M. (New York City time) on the same date of the Issuing and Paying Agent’s timely receipt of such notice of a Failed Remarketing and the Issuing and Paying Agent shall use its best efforts to confirm receipt of such rescission notice by the Depository. If the Issuing and

Paying Agent fails to receive a notice of a Failed Remarketing by 1:00 P.M. (New York City time) on the Business Day immediately preceding the designated Redemption Date for such Callable Commercial Paper Notes, and the Issuing and Paying Agent also fails to receive notice from the applicable Dealer pursuant to the applicable Dealer Agreement of the relevant issuance terms of the new Callable Commercial Paper Notes (or if directed by the Corporation, new Commercial Paper Notes that are not subject to a Call Option), the proceeds of which will be used to pay the Redemption Price of the existing Callable Commercial Paper Notes proposed to be redeemed, by 1:00 P.M. (New York City time) on the Business Day immediately preceding the designated Redemption Date for such Callable Commercial Paper Notes, the Issuing and Paying Agent shall cause the rescission of the proposed redemption of such Callable Commercial Paper Notes by providing Electronic Notice of the rescission of the proposed redemption to the Depository not later than 2:00 P.M. (New York City time) on the Business Day immediately preceding the designated Redemption Date for such Callable Commercial Paper Notes and the Issuing and Paying Agent shall use its best efforts to confirm receipt of such rescission notice by the Depository. The Issuing and Paying Agent shall also use its best efforts to file any such rescission notice with EMMA by 4:30 P.M. (New York City time) on the same date of the Issuing and Paying Agent's timely receipt of such rescission notice. Upon the occurrence of a Failed Settlement, the Issuing and Paying Agent shall cause the rescission of the proposed redemption of such Callable Commercial Paper Notes by providing Electronic Notice of the rescission of such proposed redemption to the Depository not later than 1:00 P.M. (New York City time) on the designated Redemption Date for such Callable Commercial Paper Notes and the Issuing and Paying Agent shall confirm the Depository's receipt of such rescission notice by 3:00 P.M. (New York City time) on such designated Redemption Date. The Issuing and Paying Agent shall also use its best efforts to file such rescission notice with EMMA by 4:30 P.M. (New York City time) on such designated Redemption Date. Upon any rescission of a proposed redemption of Callable Commercial Paper Notes, any Callable Commercial Paper Notes theretofore delivered to the Issuing and Paying Agent shall be returned to the respective Owners thereof. For the avoidance of doubt, any Callable Commercial Paper Notes for which a proposed redemption has been rescinded shall continue to be subject to redemption prior to maturity at the Redemption Price thereof on a subsequently designated Redemption Date (which is a Business Day remaining in the related Call Exercise Period) pursuant to a subsequently delivered Redemption Notice.

Upon delivery of the notices described above, any proposed redemption may be rescinded and the Owners of the Callable Commercial Paper Notes for which a proposed redemption has been rescinded will not be entitled to the payment of the Redemption Price of such Callable Commercial Paper Notes nor accrued interest on such Callable Commercial Paper Notes upon the designated Redemption Date. Owners of such Callable Commercial Paper Notes would only receive notice of rescission of such proposed redemption from the Depository or the filing with EMMA on the designated Redemption Date and may not have sufficient time to make alternative investment arrangements upon such rescission. Certain adverse market conditions may increase the likelihood of a Failed Remarketing or a Failed Settlement. Prospective investors should carefully consider the possibility of rescission of any proposed redemption of Callable Commercial Paper Notes in its investment decision.

Any Callable Commercial Paper Notes for which a proposed redemption has been rescinded shall continue to be subject to redemption prior to maturity at the Redemption Price

thereof on a subsequently designated Redemption Date (which is a Business Day remaining in the related Call Exercise Period) pursuant to a subsequently delivered Redemption Notice. Upon any Failed Remarketing or Failed Settlement, as applicable, of any Callable Commercial Paper Notes subject to redemption for any subsequently designated Redemption Date, if any, during the remaining related Call Exercise Period, the subsequently designated redemption shall be rescinded in the same manner as described above.

Priority of Moneys to Pay Commercial Paper Notes

Payment of principal and interest on any Series of Commercial Paper Notes at maturity will be derived only from the following sources in the following order of priority: (i) with respect to the Series A Commercial Paper Notes, moneys drawn by the Issuing and Paying Agent under the Series A Credit Facility; with respect to the Series B Commercial Paper Notes, moneys drawn by the Issuing and Paying Agent under the Series B Credit Facility; with respect to the Series C Commercial Paper Notes, moneys drawn by the Issuing and Paying Agent under the Series C Credit Facility; and with respect to an Additional Series of Commercial Paper Notes, moneys drawn by the Issuing and Paying Agent under the Credit Facility supporting payment of such Additional Series of Commercial Paper Notes; (ii) the proceeds of the sale of any Commercial Paper Notes; and (iii) Revenues derived from Pledged Property available for such purpose.

Payment of accrued interest on any Callable Commercial Paper Notes upon redemption prior to maturity on the Redemption Date will be derived solely from the following sources in the following order of priority: (i) with respect to the Series A Commercial Paper Notes, moneys drawn by the Issuing and Paying Agent under the Series A Credit Facility; with respect to the Series B Commercial Paper Notes, moneys drawn by the Issuing and Paying Agent under the Series B Credit Facility; with respect to the Series C Commercial Paper Notes, moneys drawn by the Issuing and Paying Agent under the Series C Credit Facility; and with respect to an Additional Series of Commercial Paper Notes, moneys drawn by the Issuing and Paying Agent under the Credit Facility supporting payment of such Additional Series of Commercial Paper Notes; (ii) the proceeds of the sale of any Commercial Paper Notes; and (iii) Revenues derived from Pledged Property available for such purpose.

Payment of the Redemption Price of any Callable Commercial Paper Notes on the Redemption Date will be derived solely from the following sources in the following order of priority: (i) to the extent amounts sufficient to pay such Redemption Price have been deposited in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund from the proceeds of any long-term bonds or certificates of participation fixed to maturity issued to pay such Redemption Price to such Owner on the Redemption Date, from such proceeds on deposit in the applicable Refunding Proceeds Redemption Price Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund; and (ii) the proceeds of the sale of any Commercial Paper Notes. The payment of the Redemption Price is not supported by any Credit Facility.

Defeasance

If, when all or any portion of the Lease Revenue Obligations shall have become due and payable in accordance with their terms or otherwise as provided in the Trust Agreement, the entire principal and interest so due and payable upon said Lease Revenue Obligations shall be paid, or if at or prior to the date said Lease Revenue Obligations have become due and payable, sufficient moneys or noncallable, nonprepayable, direct obligations of, or obligations guaranteed by, the United States of America, the principal of and interest on which will provide sufficient moneys for such payment, shall be held in trust by the Trustee or the Corporation and provision shall also be made for paying all other sums payable under the Trust Agreement by the Trustee or the Corporation with respect to said Lease Revenue Obligations, the pledge created in the Trust Agreement with respect to said Lease Revenue Obligations shall thereupon cease, terminate and become discharged and said Lease Revenue Obligations shall no longer be deemed Outstanding for purposes of the Trust Agreement and all the provisions of the Trust Agreement, including all covenants, agreements, liens and pledges made therein, shall be deemed duly discharged, satisfied and released with respect to said Lease Revenue Obligations.

Authorization of Additional Series of Commercial Paper Notes

At any time after the execution of the Trust Agreement, the Corporation may authorize the issuance of an Additional Series of Commercial Paper Notes and Revolving Notes upon the execution by the Corporation and the Trustee of a Supplemental Trust Agreement providing for the authorization of such Additional Series, provided, that the Corporation shall deliver to the Trustee and the Issuing and Paying Agent each of the following:

(a) An executed copy of the Supplemental Trust Agreement that provides: (i) the terms of such Series of Commercial Paper Notes; and (ii) that Commercial Paper Notes of such Series shall (A) not mature on a day that is not a Business Day, (B) not have a term in excess of two hundred seventy (270) days, (C) not have a maturity date less than five days prior to the expiration or termination of the Credit Facility supporting payment of such Series unless the Corporation shall have arranged for an Alternate Credit Facility pursuant to Section 7.02 hereof supporting payment of such Series of Commercial Paper Notes, and (D) not bear interest at a rate in excess of the Maximum Interest Rate;

(b) A Credit Facility to support the payment of such Additional Series of Commercial Paper Notes;

(c) An executed copy or copies of a Dealer Agreement or Dealer Agreements providing for the marketing of the Commercial Paper Notes of such Series;

(d) A written legal opinion from Note Counsel to the effect that the Commercial Paper Notes of such Series are valid and binding obligations of the Corporation and, with respect to Tax Exempt Governmental Commercial Paper Notes or Tax Exempt 501(c)(3) Commercial Paper Notes of such Additional Series, are obligations the interest on which is excludable from gross income of the Owners thereof for federal income tax purposes;

(e) An executed copy of an Issuing and Paying Agent Agreement between the Corporation and the Issuing and Paying Agent with respect to such Series of Commercial Paper Notes;

(f) A certificate of an Authorized Representative of the Corporation certifying to the following: (i) no Event of Default under the Trust Agreement shall have occurred and is continuing as of such date; (ii) the Corporation has full power and authority to perform its duties and obligations with respect to the Commercial Paper Notes of such Additional Series and the Reimbursement Agreement or other Credit Facility for the Additional Series; and (iii) the Corporation is in compliance with its covenants set forth in the Trust Agreement hereof as of such date; and

(g) The prior written consent of 100% of the Credit Providers.

BOOK-ENTRY SYSTEM

The information concerning DTC and DTC's book entry system has been obtained from DTC and the Corporation takes no responsibility for the completeness or accuracy thereof. The Corporation cannot and does not give any assurances that DTC, Direct Participants (as defined herein) or Indirect Participants (as defined herein) will distribute to the Beneficial Owners (as defined herein) (a) payments of principal or interest with respect to the Commercial Paper Notes, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Commercial Paper Notes or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Commercial Paper Notes, or that they will so do on a timely basis, or that DTC, Direct Participants or Indirect Participants will act in the manner described herein. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC acts as securities depository for the Commercial Paper Notes. The Commercial Paper Notes are issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate is issued for each maturity of the Commercial Paper Notes, each in the aggregate principal amount of such maturity, and is deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("*Direct Participants*") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement

of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“*Indirect Participants*”). DTC has Standard & Poor’s highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Commercial Paper Notes under the DTC system must be made by or through Direct Participants, which receive a credit for the Commercial Paper Notes on DTC’s records. The ownership interest of each actual purchaser of each Commercial Paper Note (“*Beneficial Owner*”) is in turn recorded on the Direct and Indirect Participants’ records. Beneficial Owners do not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Commercial Paper Notes are accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Commercial Paper Notes, except in the event that use of the book-entry system for the Commercial Paper Notes is discontinued.

To facilitate subsequent transfers, all Commercial Paper Notes deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Commercial Paper Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Commercial Paper Notes; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Commercial Paper Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners are governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Commercial Paper Notes may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Commercial Paper Notes, such as defaults and proposed amendments to the Commercial Paper Note documents. For example, Beneficial Owners of the Commercial Paper Notes may wish to ascertain that the nominee holding the Commercial Paper Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Payments of principal of and interest on the Commercial Paper Notes must be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Corporation or the Issuing and Paying Agent, on payable dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners are governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and are the responsibility of such Participant and not of DTC (nor its nominee), the Issuing and Paying Agent or the Corporation, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of, premium, if any, and interest evidenced by the Commercial Paper Notes to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Corporation or the Issuing and Paying Agent, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants.

None of the Corporation, the Corporation, the Dealers, the Issuing and Paying Agent or any LC Bank can give any assurances that DTC, Direct Participants, Indirect Participants or others will distribute payments of principal of and interest on the Commercial Paper Notes paid to DTC or its nominee, as the registered Owner, or any notice, to the Beneficial Owners or that they will do so on a timely basis or that DTC will serve and act in a manner described in this Offering Memorandum.

DTC may discontinue providing its services as depository with respect to the Commercial Paper Notes at any time by giving reasonable notice to the Corporation or the Issuing and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Commercial Paper Note certificates are required to be printed and delivered. The Corporation may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Commercial Paper Note certificates will be printed and delivered to DTC.

The foregoing information concerning DTC and DTC's book-entry system has been obtained from sources the Corporation believes to be reliable but the Corporation takes no responsibility for the accuracy thereof.

THE LETTERS OF CREDIT

The following are summaries of certain provisions of the Letters of Credit and the Reimbursement Agreements. The following summaries do not purport to be full and complete statements of the provisions of each Letter of Credit or each Reimbursement Agreement, which documents should be read in full for a complete understanding of all the terms and provisions thereof. Copies of each Letter of Credit and the corresponding Reimbursement Agreement (in their current form) may be obtained from the Corporation or the County.

The Letters of Credit

The following is a summary of certain provisions of the Letters of Credit. This summary is not to be considered a full statement of the terms of each Letter of Credit and accordingly is qualified by reference thereto and is subject to the full text thereof.

[TO BE UPDATED]

At the request and for the account of the Corporation and the County, the Series A Credit Facility Provider has issued the Series A Letter of Credit in favor of the Issuing and Paying Agent in the initial stated amount equal to \$[_____], which may be drawn upon from time to time in respect of the principal and actual interest accrued on the Callable Commercial Paper Notes at maturity or earlier redemption, provided, however, that in no event shall the Series A Letter of Credit be drawn upon the pay the Redemption Price of the Callable Commercial Paper Notes. At the request and for the account of the Corporation and the County, the Series B Credit Facility Provider has issued the Series B Letter of Credit in favor of the Issuing and Paying Agent in the initial stated amount equal to \$[_____], which may be drawn upon from time to time in respect of the principal and actual interest accrued on the Series B Notes. At the request and for the account of the Corporation and the County, the Series C Credit Facility Provider has issued the Series C Letter of Credit in favor of the Issuing and Paying Agent in the initial stated amount equal to \$[_____], which may be drawn upon from time to time in respect of the principal and actual interest accrued on the Series C Notes. Each LC Bank will seek reimbursement for payments made pursuant to drawings under its Letter of Credit only after such payments have been made.

The Corporation and the County may request an LC Bank to reduce the stated amount of the applicable Credit Facility from time to time prior to the applicable Letter of Credit Expiration Date to an amount not less than the sum of the face value of all discount Commercial Paper Notes of such Series and the principal amount of all outstanding non-discount Commercial Paper Notes of such Series plus interest thereon at the rates then effect through the maturity dates thereof.

Under the Trust Agreement, the Issuing and Paying Agent may not cause the issuance of Commercial Paper Notes unless the Corporation has certified to the Issuing and Paying Agent that the amount available to be drawn under the applicable Credit Facility will, upon the issuance of such Commercial Paper Notes, be in an amount sufficient to pay the principal of all outstanding Commercial Paper Notes and interest thereon at the rates then in effect, with respect to the Commercial Paper Notes through the maturity dates thereof.

Each Credit Facility shall terminate upon the date (the “Termination Date”) which is the earliest of (i) 2:00 P.M. Los Angeles time on April 19, 2016 (or 4:00 P.M. Chicago time on April 19, 2016 in regards to the Series A Credit Facility); provided, however, that if such date is not a Business Day, the Letter of Credit Expiration Date shall be the next preceding Business Day (the “Letter of Credit Expiration Date”), (ii) the later of the date on which the related LC Bank receives a specified written notice from the Issuing and Paying Agent that an Alternate Credit Facility has been substituted for the Credit Facility in accordance with the Trust Agreement or the effective date of any such Alternate Credit Facility, (iii) the date on which the related LC Bank receives a specified written notice from the Issuing and Paying Agent that there are no longer any Commercial Paper Notes outstanding within the meaning of the Trust Agreement and that the Issuing and Paying Agent elects to terminate such Credit Facility, or (iv) the earlier of (a) the 15th calendar day after the date on which the Issuing and Paying Agent receives the Final Drawing Notice, and (b) the date on which the Drawing resulting from the Final Drawing Notice is honored under the applicable Credit Facility. The Letter of Credit Expiration Date of each Credit Facility may be extended as provided in the applicable Reimbursement Agreement.

The Reimbursement Agreements

General. The Corporation, the County and each LC Bank have entered into a separate Reimbursement Agreement, pursuant to which each Credit Facility was issued. Among other things, each Reimbursement Agreement provides for (a) the repayment to the related LC Bank of all draws made under the applicable Credit Facility, together with specified interest thereon; (b) the payment or reimbursement to such LC Bank of certain specified fees, costs and expenses; (c) affirmative and negative covenants to be observed on the part of the Corporation and the County; and (d) certain indemnification obligations on the part of the Corporation and the County.

As used herein, “*Material County Debt*” means any general fund debt of the County that is outstanding in a principal amount of \$50,000,000 or more.

As used herein, “*Rating Agency*” means Moody’s, Fitch or S&P.

As used herein, “*Related Documents*” means the Trust Agreement, the related fee letter agreement, the applicable Letter of Credit, the applicable Reimbursement Agreement, the Commercial Paper Notes of the applicable Series, the applicable Revolving Note, the Issuing and Paying Agent Agreement, the Site Lease, the Sublease and the Dealer Agreements, as the same may be amended, modified or supplemented in accordance with their terms and the terms of such Reimbursement Agreement.

As used herein, “*Revolving Note*” means the Corporation’s revolving note issued to the Bank pursuant to the applicable Reimbursement Agreement, to evidence the indebtedness of the Corporation due and owing to the related LC Bank under the applicable Reimbursement Agreement with respect to amounts drawn on the applicable Letter of Credit.

Events of Default. The occurrence of any of the following events shall be an “Event of Default” under each Reimbursement Agreement:

(a) The Corporation or the County shall fail to pay (i) any Reimbursement Obligation or interest thereon as and when due under the applicable Reimbursement Agreement, subject to the terms of such Reimbursement Agreement, or (ii) any other Obligation (as defined in each Reimbursement Agreement) as and when due under the applicable Reimbursement Agreement or under the related fee letter agreement and the continuation of such failure for a period of 30 days after written notice thereof;

(b) The Corporation or the County shall default in the performance of certain covenants set forth in each Reimbursement Agreement;

(c) The Corporation or the County shall default in the performance of any other material term, covenant or agreement set forth in the applicable Reimbursement Agreement or in the related fee letter agreement and such failure shall continue for a period of 30 days after written notice thereof shall have been given to the Corporation or the County, as applicable, by the related LC Bank; provided that a failure by the Corporation in the performance of certain covenants relating to Callable Commercial Paper Notes shall not constitute an Event of Default under the applicable Reimbursement Agreement;

(d) Any representation, warranty, certification or material statement made by the Corporation or the County (or incorporated by reference) in the applicable Reimbursement Agreement or by the Corporation or the County in any other Related Document or in any certificate, financial statement or other document delivered pursuant to the applicable Reimbursement Agreement or any other Related Document shall prove to have been incorrect in any material respect when made;

(e) The County shall (A) fail to make any payment on any Material County Debt (other than the Commercial Paper Notes of the applicable Series) or any interest or premium thereon when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the later of (1) three calendar days following the due date for such payment or (2) the applicable grace period, if any, specified in the agreement or instrument relating to such Material County Debt; or (B) fail to perform or observe any material term, covenant or condition on its part to be performed or observed under any agreement or instrument relating to any Material County Debt when required to be performed or observed, and such failure shall not be waived and shall continue after the applicable grace period, if any, specified in such agreement or instrument, but only if such failure shall have resulted in the acceleration of the maturity of such Material County Debt; or (C) any Material County Debt shall be declared to be due and payable or be required to be prepaid (other than by a regularly scheduled required prepayment or an optional prepayment), prior to the stated maturity thereof; *provided, however*, that in the case of clause (A) or (B) any such failure shall not be considered an Event of Default under the applicable Reimbursement Agreement if the same is being contested in good faith and by appropriate proceedings and such contest shall operate to stay the acceleration of the maturity of such Material County Debt;

(f) The Corporation or the County shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of its or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall declare a moratorium, or shall take any action to authorize any of the foregoing;

(g) A case or other proceeding shall be commenced against the Corporation or the County seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against the Corporation or the County under the federal bankruptcy laws as now or hereafter in effect, or any writ, judgment, warrant of attachment, execution or similar process shall be issued or levied against a substantial part of the property, assets or business of the Corporation or the County, and such proceedings or petition shall not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process shall not be stayed, released, appealed, vacated or fully bonded, within the time permitted by law after commencement, filing or levy, as the case may be;

(h) Any material provision of the applicable Reimbursement Agreement, the related fee letter agreement or any other Related Document shall cease for any reason whatsoever to be a valid and binding agreement of the Corporation or the County, or the Corporation or the County shall contest the validity or enforceability thereof;

(i) Any pledge or security interest created under the applicable Reimbursement Agreement or under the Trust Agreement to secure any amounts due under such Reimbursement Agreement or the related fee letter agreement shall fail to be valid or fully enforceable;

(j) An event of default shall occur under any of the Related Documents (other than the applicable Reimbursement Agreement) or the County shall fail to make any payment under the Sublease when and as due;

(k) The long-term unenhanced rating by Moody's, Fitch or S&P on any Lease Obligation Debt (as defined in the applicable Reimbursement Agreement) of the County shall be withdrawn, suspended or otherwise unavailable for credit related reasons or reduced below "Baa3" (or its equivalent), "BBB-" (or its equivalent) or "BBB-" (or its equivalent), respectively;

(l) One or more final, nonappealable judgments or orders for the payment of money in the aggregate amount of \$50,000,000 or more shall be rendered against the County and such judgment or order shall continue unsatisfied and unstayed for a period of ninety (90) days; or

(m) Any "Event of Default" as defined in any of the Other Bank Agreements (as defined in each Reimbursement Agreement) shall have occurred.

LC Bank Remedies upon an Event of Default. If any Event of Default under the applicable Reimbursement Agreement shall have occurred and be continuing, the related LC Bank may, by notice to the Corporation and the Issuing and Paying Agent, (i) issue a notice to the Issuing and Paying Agent to cease authenticating Commercial Paper Notes of the applicable Series (a “*No-Issuance Notice*”) unless and until such No-Issuance Notice is rescinded, (ii) issue the Final Drawing Notice (the effect of which shall be to cause the Termination Date of the Letter of Credit to occur on the 15th day after the date of receipt thereof by the Issuing and Paying Agent; (iii) declare the applicable Revolving Note, in whole or in part, and all or some principal advances and term loans, as well as any other Obligation, and all interest thereon to be a Default Advance under such Reimbursement Agreement due and payable in the manner set forth in and subject to such Reimbursement Agreement, or (iv) take any other action permitted by equity or law.

Notwithstanding anything to the contrary contained in the preceding sentence, upon the occurrence or existence of an Event of Default under such Reimbursement Agreement of the type described in paragraph (f) or (g) above, the remedies described in clause (iii) above shall occur immediately and automatically without notice or further action on the part of the related LC Bank or any other person and the remedies described in clauses (i) and (ii) hereof shall occur by the giving of notice only to the Issuing and Paying Agent. Upon any action by the related LC Bank as contemplated in the foregoing clauses (i) and (ii) above, the Stated Amount of the applicable Letter of Credit shall be permanently reduced upon, and by the amount of, each drawing under such Letter of Credit following the occurrence of an Event of Default under such Reimbursement Agreement. Notwithstanding the foregoing, the occurrence of an Event of Default under such Reimbursement Agreement shall not affect the related LC Bank’s obligation under the applicable Letter of Credit with respect to Commercial Paper Notes of the applicable Series that are outstanding at the time of the occurrence of such Event of Default under such Reimbursement Agreement, and the Issuing and Paying Agent shall continue to have the right to draw under such Letter of Credit to pay the principal of and accrued interest on maturing Commercial Paper Notes of the applicable Series that are outstanding at the time of the occurrence of such Event of Default under such Reimbursement Agreement.

THE LETTER OF CREDIT BANKS

The following information concerning the LC Banks has been provided by representatives of each LC Bank and has not been independently confirmed or verified by the Dealers, the Corporation or the County. No representation is made herein as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof, or that the information given below or incorporated herein by reference is correct as of any time subsequent to its date.

JPMorgan Chase Bank, National Association

JPMorgan Chase Bank, National Association (“*JPMC*”) is a wholly owned bank subsidiary of JPMorgan Chase & Co., a Delaware corporation whose principal office is located in New York, New York. JPMC offers a wide range of banking services to its customers, both domestically and internationally. It is chartered and its business is subject to examination and regulation by the Office of the Comptroller of the Currency.

As of June 30th, 2012, JPMorgan Chase Bank, National Association, had total assets of \$1,812.8 billion, total net loans of \$594.3 billion, total deposits of \$1,163.0 billion, and total stockholder's equity of \$136.4 billion. These figures are extracted from the Bank's unaudited Consolidated Reports of Condition and Income (the "*Call Report*") as of June 30th, 2012, prepared in accordance with regulatory instructions that do not in all cases follow U.S. generally accepted accounting principles. The Call Report including any update to the above quarterly figures is filed with the Federal Deposit Insurance Corporation and can be found at www.fdic.gov.

Additional information, including the most recent annual report on Form 10-K for the year ended December 31, 2011, of JPMorgan Chase & Co., the 2011 Annual Report of JPMorgan Chase & Co., and additional annual, quarterly and current reports filed with or furnished to the Securities and Exchange Commission (the "*SEC*") by JPMorgan Chase & Co., as they become available, may be obtained without charge by each person to whom this Official Statement is delivered upon the written request of any such person to the Office of the Secretary, JPMorgan Chase & Co., 270 Park Avenue, New York, New York 10017 or at the SEC's website at www.sec.gov.

The information contained under this subheading relates to and has been obtained from JPMC. The delivery of this Offering Memorandum shall not create any implication that there has been no change in the affairs of JPMC since the date hereof, or that the information contained or referred to under this subheading is correct as of any time subsequent to its date.

U.S. Bank National Association

U.S. Bank National Association ("*USBNA*") is a national banking association organized under the laws of the United States and is the largest subsidiary of U.S. Bancorp. At December 31, 2012, USBNA reported total assets of \$345 billion, total deposits of \$254 billion and total shareholders' equity of \$40 billion. The foregoing financial information regarding USBNA has been derived from and is qualified in its entirety by the unaudited financial information contained in the Federal Financial Institutions Examination Council report Form 031, Consolidated Report of Condition and Income for a Bank with Domestic and Foreign Offices ("*Call Report*"), for the quarter ended December 31, 2012. The publicly available portions of the quarterly Call Reports with respect to USBNA are on file with, and available upon request from, the FDIC, 550 17th Street, NW, Washington, D.C. 20429 or by calling the FDIC at (877) 275-3342. The FDIC also maintains an Internet website at www.fdic.gov that contains reports and certain other information regarding depository institutions such as USBNA. Reports and other information about USBNA are available to the public at the offices of the Comptroller of the Currency at One Financial Place, Suite 2700, 440 South LaSalle Street, Chicago, IL 60605.

U.S. Bancorp is subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and, in accordance therewith, files reports and other information with the Securities and Exchange Commission (the "*SEC*"). U.S. Bancorp is not guaranteeing the obligations of USBNA and is not otherwise liable for the obligations of USBNA.

Except for the contents under this subheading, USBNA and U.S. Bancorp assume no responsibility for the nature, contents, accuracy or completeness of the information set forth in this Offering Memorandum.

Wells Fargo Bank, National Association

Wells Fargo Bank, National Association (“*Wells*”) is a national banking association organized under the laws of the United States of America with its main office at 101 North Phillips Avenue, Sioux Falls, South Dakota 57104, and engages in retail, commercial and corporate banking, real estate lending and trust and investment services. Wells is an indirect, wholly-owned subsidiary of Wells Fargo & Company (“*Wells Fargo*”), a diversified financial services company, a financial holding company and a bank holding company registered under the Bank Holding Company Act of 1956, as amended, with its principal executive offices located in San Francisco, California.

Wells prepares and files Call Reports on a quarterly basis. Each Call Report consists of a balance sheet as of the report date, an income statement for the year-to-date period to which the report relates and supporting schedules. The Call Reports are prepared in accordance with regulatory instructions issued by the Federal Financial Institutions Examination Council. While the Call Reports are supervisory and regulatory documents, not primarily accounting documents, and do not provide a complete range of financial disclosure about Wells, the reports nevertheless provide important information concerning Wells’ financial condition and results of operations. Wells’ Call Reports are on file with, and are publicly available upon written request to the FDIC, 550 17th Street, N.W., Washington, D.C. 20429, Attention: Division of Insurance and Research. The FDIC also maintains an internet website that contains the Call Reports. The address of the FDIC’s website is <http://www.fdic.gov>. Wells’ Call Reports are also available upon written request to the Wells Fargo Corporate Secretary’s Office, Wells Fargo Center, MAC N9305-173, 90 South 7th Street, Minneapolis, MN 55479.

The Series C Letter of Credit will be solely an obligation of Wells and will not be an obligation of, or otherwise guaranteed by, Wells Fargo & Company, and no assets of Wells Fargo & Company or any affiliate of Wells or Wells Fargo & Company will be pledged to the payment thereof. Payment of the Series C Letter of Credit will not be insured by the FDIC.

The information contained in this section, including financial information, relates to and has been obtained from Wells, and is furnished solely to provide limited introductory information regarding Wells and does not purport to be comprehensive. Any financial information provided in this section is qualified in its entirety by the detailed information appearing in the Call Reports referenced above. The delivery hereof shall not create any implication that there has been no change in the affairs of Wells since the date hereof.

SECURITY AND SOURCES OF PAYMENT FOR THE COMMERCIAL PAPER NOTES

Letters of Credit

The principal and actual interest accrued on the Callable Commercial Paper Notes is supported by amounts available under the Series A Letter of Credit issued by the Series A Credit Facility Provider in the initial stated amount equal to \$[_____]. The Series A Letter of

Credit expires on April 19, 2016, or such later date to which the Series A Letter of Credit shall have been extended, unless the Corporation shall have arranged for an Alternate Credit Facility. The Series A Credit Facility Provider is not obligated to extend the stated termination date of the Letter of Credit. See “THE LETTERS OF CREDIT-The Reimbursement Agreements.” See also “RISK FACTORS-Expiration of Initial Letters of Credit.”

The principal and actual interest accrued on the Series B Notes is supported by amounts available under the Series B Letter of Credit issued by the Series B Credit Facility Provider in the initial stated amount equal to \$[_____]. The Series B Letter of Credit expires on April 19, 2016, or such later date to which the Series B Letter of Credit shall have been extended, unless the Corporation shall have arranged for an Alternate Credit Facility. The Series B Credit Facility Provider is not obligated to extend the stated termination date of the Letter of Credit. See “THE LETTERS OF CREDIT-The Reimbursement Agreements.” See also “RISK FACTORS-Expiration of Initial Letters of Credit.”

The principal and actual interest accrued on the Series C Notes is supported by amounts available under the Series C Letter of Credit issued by the Series C Credit Facility Provider in the initial stated amount equal to \$[_____]. The Series C Letter of Credit expires on April 19, 2016, or such later date to which the Series C Letter of Credit shall have been extended, unless the Corporation shall have arranged for an Alternate Credit Facility. The Series C Credit Facility Provider is not obligated to extend the stated termination date of the Letter of Credit. See “THE LETTERS OF CREDIT-The Reimbursement Agreements.” See also “RISK FACTORS-Expiration of Initial Letters of Credit.”

The investment decision to purchase a Series of Commercial Paper Notes should be made solely on the basis of the creditworthiness of the LC Bank that has issued the Letter of Credit from which will be paid all principal of and interest on such Series of Commercial Paper Notes, rather than the County. Prospective investors should not rely on any source other than proceeds of drawings under the applicable Letter of Credit to pay the principal of and interest on such Series of Commercial Paper Notes. If, for any reason, an LC Bank fails to make a payment due under its Letter of Credit, the principal of and interest on such Series of Commercial Paper Notes may not be paid when due, and such failure would not be an Event of Default under the Trust Agreement and the County would have no obligation to make any payments with respect to such Series of Commercial Paper Notes apart from the County’s obligation to make Base Rental (as defined herein) payments as and when due, as more particularly described herein. The ratings assigned to each Series of Commercial Paper Notes are based on the creditworthiness of the LC Bank that has issued the applicable Letter of Credit. See “RATINGS” herein.

Pledged Property; Assignment

Pursuant to the Trust Agreement, to secure the payment of all of the Lease Revenue Obligations at any time issued and Outstanding under the Trust Agreement and the interest thereon according to their tenor, purport and effect, to secure the obligations of the Corporation to the Credit Providers under each Credit Provider Agreement and the secure the performance and observance of all of the covenants, agreements and conditions contained in the Credit Provider Agreements, the Trust Agreement, the Site Lease and the Sublease, the Corporation has

pledged and assigned to the Trustee, in the trust created by the Trust Agreement for the benefit of the Owners and the Credit Providers, all its right, title and interest in and to: (i) the Site Lease; (ii) the Sublease (except for its right to payment of expenses of the Corporation under the Sublease, its right to indemnification under the Sublease and its right to receive certain notices under the Sublease), including the right to enforce remedies under the Sublease and all revenues, issues, income, rents, royalties, profits and receipts derived or to be derived by the Corporation from or attributable to the Sublease of the Property to the County including all revenues attributable to the Sublease of the Property or to the payment of the costs thereof received or to be received by the Corporation under the Sublease or any part thereof or any contractual arrangement with respect to the use of the Property including the payment of Base Rental thereunder; (iii) the proceeds of any insurance, including the proceeds of any self-insurance covering loss relating to the Property; (iv) all amounts on hand from time to time in the funds and accounts established under the Trust Agreement (other than the Excess Earnings Account and the Debt Service Excess Earnings Account of the Earnings Fund); (v) all proceeds of rental interruption insurance policies carried with respect to the Property pursuant to the Sublease or in accordance with the Trust Agreement; and (vi) any additional moneys or amounts that may from time to time, by delivery or by writing of any kind, be subjected to the lien of the Trust Agreement by the Corporation or by anyone on its behalf, subject only to the provisions of the Trust Agreement, the Site Lease and the Sublease (clauses (i), (ii), (iii), (iv), (v) and (vi) of this sentence, collectively, the “*Pledged Property*”).

The Corporation has covenanted in the Trust Agreement that all Base Rental and any proceeds of any rental interruption insurance when and as received shall be received by the Corporation in trust under the Trust Agreement for the benefit of the Owners and the LC Bank (as more particularly set forth in the pledge clause of the Trust Agreement) and shall be deposited when and as received by the Corporation in the applicable Base Rental Account and transferred to the Commercial Paper Notes Base Rental Subaccount and the Direct Placement Revolving Notes Base Rental Subaccount to the extent necessary for the immediate payment of interest payments past due and then for immediate payment of principal payments past due according to the tenor of the related Lease Revenue Obligations plus amounts sufficient to pay the principal of and accrued interest on the related Lease Revenue Obligations due and payable for the applicable Base Rental Period. To the extent the amount of Base Rental and proceeds of rental interruption insurance with respect to any Property (if any) received by the Trustee is insufficient to make the transfers described in the preceding sentence, such amounts shall be transferred to such subaccounts on a Pro Rata Basis. “*Pro Rata Basis*” means, as between Categories of Lease Revenue Obligations, pro rata among Categories based on the aggregate principal amount of such Category of Lease Revenue Obligations Outstanding at such time (and, for Revolving Notes and Direct Placement Revolving Notes, based on the aggregate principal amount of outstanding Advances evidenced by such Revolving Notes or Direct Placement Revolving Notes, as applicable) and, as between Series of a Category of Lease Revenue Obligations, pro rata among Series based on the aggregate principal amount of such Series of a Category of Lease Revenue Obligations Outstanding at such time (and, for Revolving Notes and Direct Placement Revolving Notes, based on the aggregate principal amount of outstanding Advances evidenced by such Series of Revolving Notes or Direct Placement Revolving Notes, as applicable). Any delinquent Base Rental payments and any proceeds of rental interruption insurance with respect to the Property shall be deposited in the Base Rental Account and transferred to the Commercial Paper Notes Base Rental Subaccount and the Direct Placement

Revolving Notes Base Rental Subaccount on a Pro Rata Basis. Any remaining money representing delinquent Base Rental payments and any proceeds of rental interruption insurance, after transfers of amounts on deposit in the Commercial Paper Notes Base Rental Subaccount to the Issuing and Paying Agent and amounts on deposit in the Direct Placement Revolving Notes Base Rental Subaccount to the Direct Placement Revolving Notes Payment Account, shall remain on deposit in the Base Rental Account to be applied in the manner provided in this provision.

All Pledged Property shall be accounted for and applied in accordance with the Trust Agreement, and the Corporation shall have no beneficial right or interest in any of the Pledged Property except as provided in the Trust Agreement. All Pledged Property, whether received by the Corporation in trust or deposited with the Trustee as provided in the Trust Agreement, shall nevertheless be allocated, applied and disbursed solely to the purposes and uses set forth therein, and shall be accounted for separately and apart from all other accounts, funds, moneys or other resources of the Corporation.

The Lease Revenue Obligations are special limited obligations of the Corporation and principal thereof and interest thereon are payable solely from the Pledged Property as provided in the Trust Agreement, and the Corporation is not obligated to pay such principal or interest except from the Pledged Property.

Sublease; Term

The County has leased and will continue to lease certain land, including improvements located thereon, as more particularly described in the Sublease (collectively, the "*Property*"), to the Corporation pursuant to a Second Amended and Restated Site Lease, dated as of April 1, 2013 (the "*Site Lease*"), by and between the Corporation and the County. The County will sublease the Property from the Corporation pursuant to the Sublease.

Subject to the next succeeding paragraph, with respect to each Component, the term of the Sublease with respect to such Component began on the date on which the Sublease is filed for recording in the official records of Los Angeles County and ends on the earliest of: (a) the date set forth with respect to such Component in the base rental payment schedule attached to the Sublease as an exhibit (and in the case of any Property which is added or substituted for a Component pursuant to the provisions of the Sublease and of the Trust Agreement, the date set forth in the base rental payment schedule attached to the Sublease as an exhibit with respect to such additional or substituted Component), (b) the date all Base Rental related to such Component is paid in full, (c) the date of termination of the Sublease with respect to such Component due to casualty or condemnation in accordance with the terms of the Sublease, or (d) the date of release of such Component in accordance with the terms of the Sublease and of the Trust Agreement.

Notwithstanding anything to the contrary contained in the Sublease, if there shall remain outstanding any obligations payable to a Credit Provider under a Credit Provider Agreement, the term of the Sublease with respect to each Component subject to the Sublease at such time shall be extended until such date as all such obligations payable to such Credit Provider have been satisfied; *provided, however*, in no event shall the term of the Sublease with respect to any

Component exceed [the earlier of: (a)]the maximum useful life of such Component [or (b) the date ten (10) years following the date set forth with respect to such Component in the base rental payment schedule attached to the Sublease as an exhibit (and in the case of any Property which is added or substituted for a Component pursuant to the provisions of the Sublease and of the Trust Agreement, the date set forth in the base rental payment schedule attached to the Sublease as an exhibit with respect to such additional or substituted Component)]. During such extension of the term of the Sublease, the County shall pay Base Rental in amount sufficient to satisfy such obligations to such Credit Provider in full; provided, however, that the Base Rental with respect to any Component during any Base Rental Period shall not exceed the fair rental value with respect to such Component during such Base Rental Period.

Base Rental Payments

Pursuant to the Sublease, the County agrees to pay to the Corporation Base Rental (in an amount up to the Maximum Base Rental) and the Additional Rental, with respect to each Component, as provided in the Sublease, for the use, occupancy and possession of the Property for which such Maximum Base Rental is payable, all on the terms and conditions set forth in the Sublease. The County shall be obligated to pay the Minimum Required Rental Payment in advance, and any Minimum Supplemental Rental Payment and Additional Rental, on the terms, in the amounts, and at the times and in the manner hereinafter set forth.

Subject to the Sublease Term, the table set forth in Appendix B attached hereto sets forth the Maximum Base Rental with respect to each Component for each Base Rental Period. Maximum Base Rental shall become due and payable annually in advance on each Base Rental Payment Date during the Sublease Term. Pursuant to the Sublease, the County agrees to pay, from legally available funds, the aggregate Maximum Base Rental for all Components for each Base Rental Period on the respective Base Rental Payment Date subject to reduction pursuant to the terms of the Sublease if the Minimum Required Rental Payment for a Base Rental Period is less than the aggregate Maximum Base Rental for all Components for such Base Rental Period.

If the Minimum Required Rental Payment for a Base Rental Period is less than the aggregate Maximum Base Rental for all Components for such Base Rental Period, the County may deposit with the Trustee such Minimum Required Rental Payment. Any Base Rental and Additional Rental shall be paid on the terms, in the amounts, at the times and in the manner set forth in the Sublease. The County will make payments of Base Rental directly to the Trustee for deposit into the Base Rental Account for transfer to the Commercial Paper Notes Base Rental Subaccount and the Direct Placement Revolving Notes Base Rental Subaccount as set forth in the Trust Agreement and, to the extent not otherwise paid to the Person to whom any amount constituting Additional Rental is owing, will make payment of Additional Rental to the Issuing and Paying Agent for deposit into the Administrative Expense Account within the Lease Revenue Obligation Payment Fund. The amount by which the aggregate Maximum Base Rental for any Base Rental Period exceeds the amount so deposited in such Base Rental Period shall continue to be an obligation of the County for such Base Rental Period and shall be payable by the County if and to the extent that payment is required pursuant to the Sublease.

If a Minimum Supplemental Rental Payment is required, the County shall promptly pay such Minimum Supplemental Rental Payment, except as provided in the following sentence. The

County shall not be required to pay that portion of a Minimum Supplemental Rental Payment for which the Corporation shall have issued its Commercial Paper Notes to provide funds in an amount not less than such portion of such Minimum Supplemental Rental Payment and the proceeds of the Commercial Paper Notes shall have been deposited into the related Commercial Paper Note Proceeds Subaccount of the Commercial Paper Notes Payment Account within the Issuing and Paying Agent Fund.

Under no circumstances shall the County be required to pay during any Base Rental Period amounts exclusive of Additional Rental in excess of aggregate Maximum Base Rental for such Base Rental Period.

In addition to the Minimum Required Rental Payments and any Minimum Supplemental Rental Payments set forth in the Sublease, the County agrees to pay as Additional Rental all of the following: (i) all taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, ad valorem and specific lien special assessments and gross receipts taxes, if any, levied upon any Component or upon any interest of the Corporation, the Trustee or the Owners therein or in the Sublease, including taxes and charges contemplated by the Sublease; (ii) all costs of maintenance, operation, repair and replacement of the Property as required under the Sublease; (iii) insurance premiums, if any, on all insurance required under the provisions of the Sublease; (iv) all fees, costs and expenses (not otherwise paid or provided for out of the proceeds of the sale of the Commercial Paper Notes or the proceeds of an Advance under a Direct Placement Revolving Credit Agreement) of the Trustee and the Issuing and Paying Agent in connection with the Trust Agreement; (v) all commitment fees and other amounts payable to each Credit Provider under its respective Credit Provider Agreement; (vi) amounts owed to the United States as rebatable arbitrage pursuant to the Trust Agreement to the extent amounts available in the appropriate subaccounts of the Excess Earnings Account and the Investment Earnings Account are insufficient therefor; and (vii) any other fees, costs or expenses incurred by the Corporation, the Trustee and the Issuing and Paying Agent in connection with the execution, performance or enforcement of the Sublease or any assignment thereof or of the Trust Agreement or any of the transactions contemplated thereby or related to the Property. Amounts constituting Additional Rental payable under the Sublease shall be paid by the County directly to the person or persons to whom such amounts shall be payable. Any amounts on deposit in the Administrative Expense Account within the Lease Revenue Obligation Payment Fund not needed to pay expenses of the Corporation or the County incidental to the execution and delivery of the Lease Revenue Obligations may be transferred to the Base Rental Account within the Lease Revenue Obligation Payment Fund from time to time pursuant to a written request of a County Representative.

The Minimum Required Rental Payments and any Minimum Supplemental Rental Payments and Additional Rental for each Base Rental Period or portion thereof during the Sublease Term shall constitute the total rental for such Base Rental Period or portion thereof and shall be payable by the County for and in consideration for the use and possession, and the continued quiet use and enjoyment, of the Property by the County for and during such Base Rental Period or portion thereof. The parties to the Sublease have agreed and determined that the Rental Payments payable in respect of any Component during each such Base Rental Period are not in excess of the total fair rental value of such Component for such Base Rental Period. In making such determination, consideration has been given to the uses and purposes served by

each such Component and the benefits therefrom that will accrue to the parties by reason of the Sublease and to the general public by reason of the County's use of each such Component.

The County has covenanted in the Sublease to include all Minimum Required Rental Payments, Additional Rental and Minimum Supplemental Rental Payments due under the Sublease in each Fiscal Year in its annual budget and to make the necessary annual appropriations for all such Minimum Required Rental Payments, Additional Rental and Minimum Supplemental Rental Payments, subject to the abatement provisions of the Sublease. The covenants on the part of the County contained in the Sublease shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the ministerial duty of each and every public official of the County who bears direct or indirect responsibility for administering the Sublease to take such action and do such things as are required by law in the performance of such official duty of such officials to enable the County to carry out and perform the covenants and agreements on the part of the County contained in the Sublease. The obligation of the County to make Rental Payments does not constitute an obligation of the County for which the County is obligated to levy or pledge any form of taxation or for which the County has levied or pledged any form of taxation. Notwithstanding anything to the contrary contained in the Sublease, neither the Lease Revenue Obligations nor the obligation of the County to make Rental Payments or Additional Rental payments constitutes an indebtedness of the County within the meaning of any constitutional or statutory debt limitation or restriction.

As used in this Offering Memorandum, "Rental Payments" means all Minimum Required Rental Payments, Minimum Supplemental Rental Payments and Additional Rental payable under the Sublease, and "Base Rental" means all Minimum Required Rental Payments and Minimum Supplemental Rental Payments, but does not include Additional Rental.

The Sublease is intended to be a triple net lease. The County agrees that the rentals provided for in the Sublease shall be an absolute net return to the Corporation free and clear of any expenses, charges or set-offs whatsoever.

Rental Abatement

Except to the extent of (a) available amounts held by the Issuing and Paying Agent in the applicable Base Rental Account and the Direct Placement Revolving Note Payment Subaccount of the Lease Revenue Obligation Payment Fund, and available amounts held by the Issuing and Paying Agent in the Commercial Paper Notes Payment Account or the Bank Reimbursement Account of the Issuing and Paying Agent Fund, (b) amounts, if any, received in respect of rental interruption insurance with respect to any Component, and (c) amounts, if any, otherwise legally available to the County for payments in respect of the Sublease or to the Issuing and Paying Agent for payments in respect of the Lease Revenue Obligations, Rental Payments due under the Sublease are subject to abatement during any period in which, by reason of material damage, destruction or condemnation of any Component, or defects in title to any Component, there is substantial interference with the use, occupancy or possession of any Component by the County. The amount of annual rental abatement shall be such that the resulting Base Rental in respect of the Property in any Base Rental Period during which such interference continues, excluding any amounts described in clauses (a), (b) or (c) above, do not exceed the fair rental value of the Property for such Base Rental Period with respect to which there has not been substantial

interference, as evidenced by a certificate of a County Representative. Such abatement shall continue for the period commencing with the date of such damage, destruction, condemnation or discovery of such title defect and ending with the restoration of the affected Component to tenable condition or correction of the title defect. In the event of any such damage, destruction, condemnation or title defect, the Sublease shall continue in full force and effect, except as set forth in the provisions of the Sublease with respect to application of insurance proceeds or eminent domain.

Assignment and Sublease; Addition, Substitution or Release of Property; Additions and Improvements; Removal

Assignment and Sublease. The County shall not mortgage, pledge, assign or transfer any interest of the County in the Sublease by voluntary act or by operation of law, or otherwise; *provided, however,* that the County may sublease all Property or any Component thereof, may grant concessions to others involving the use of the Property or any Component, whether such concessions purport to convey a leasehold interest or a license to use such Property or Component; *provided, further, however,* that such sublease or grant shall be subject to the terms of the Sublease and of the Trust Agreement. Subject to the limitations set forth in the Sublease and in the Trust Agreement, the County shall at all times remain liable for the performance of the covenants and conditions on its part to be performed under the Sublease, notwithstanding any subletting or granting of concessions which may be made. Nothing contained in the Sublease shall be construed to relieve the County of its obligation to pay Base Rental and Additional Rental with respect to each Component as provided in the Sublease or to relieve the County of any other obligations contained in the Sublease. In no event shall the County sublease to or permit the use of all or any part of any Component by any person so as to cause interest on the Tax Exempt Lease Revenue Obligations to be includable in gross income for federal income tax purposes or to be subject to State personal income tax.

The Corporation shall pledge and assign all of its right, title and interest in and to the Sublease (except for its right to payment of its expenses thereunder, its right to indemnification pursuant thereto and its right to receive certain notices thereunder), including without limitation its right to receive Base Rental payable thereunder and to enforce its remedies thereunder, to the Trustee pursuant to the Trust Agreement, and the County has approved such pledge and assignment. The parties to the Sublease have agreed to execute any and all documents necessary and proper in connection therewith.

Addition, Substitution or Release of Property. Notwithstanding the provision of the Sublease described under “-Assignment and Sublease” above, if no default or event of default has occurred and is continuing under the Sublease or under any Credit Provider Agreement, the County may acquire from the Corporation, free and clear of the Corporation’s rights under the Sublease and the Site Lease, the release or substitution of any Component, subject to the requirements set forth in the Trust Agreement with respect to amendments to the Sublease and Site Lease, or the County may add a component or other property to the Sublease and the Site Lease, subject to the requirements set forth in the Trust Agreement with respect to amendments to the Sublease and Site Lease.

Additions and Improvements; Removal. The County shall have the right during the Sublease Term to make any additions or improvements to any Component, to attach fixtures, structures or signs, and to affix any personal property to any Component, so long as the fair rental value of the Component is not thereby reduced. Title to all fixtures, equipment or personal property placed by the County on any Component shall remain in the County. Title to any personal property, improvements or fixtures placed on any Component by any sublessee or licensee of the County shall be controlled by the sublease or license agreement between such sublessee or licensee and the County, which sublease or license agreement shall not be inconsistent with the Sublease.

Amendments to Trust Agreement; Amendments to Site Lease, Sublease and Assignment Agreement

Amendments to Trust Agreement. The Trust Agreement and the rights and obligations of the Corporation and of the Owners of the Lease Revenue Obligations may be modified or amended at any time by a Supplemental Trust Agreement, which shall become binding upon execution by the parties to the Trust Agreement, without consent of any Lease Revenue Obligation Owner and to the extent permitted by law, but only for any one or more of the following purposes:

(a) to add to the covenants and agreements of the Corporation in the Trust Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or powers reserved therein to or conferred upon the Corporation so long as such limitation or surrender of such rights or powers shall not materially adversely affect the Owners of the Lease Revenue Obligations; or

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in the Trust Agreement, or in any other respect whatsoever as the Corporation may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not materially adversely affect the interests of the Owners of the Lease Revenue Obligations; or

(c) to amend any provision of the Trust Agreement relating to the Code, but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest on any of the Tax Exempt Lease Revenue Obligations under the Code, in the opinion of nationally recognized Note Counsel; or

(d) to amend any provision of the Trust Agreement relating to the authorization of the issuance of one or more Additional Series of Commercial Paper Notes pursuant to the Trust Agreement or Additional Series of Direct Placement Revolving Notes pursuant to the Trust Agreement (other than conditions precedent to such issuance requiring the consent of the Credit Providers); or

(e) to amend any provision agreed to by the Corporation and the Trustee, so long as such amendment does not materially adversely affect the interests of the Owners of Lease Revenue Obligations.

Except as set forth in the preceding paragraph, the Trust Agreement and the rights and obligations of the Corporation and of the Owners of the Lease Revenue Obligations may only be modified, amended or supplemented by a Supplemental Trust Agreement, which shall become binding when the written consent of the Owners of a majority in aggregate principal amount of the Lease Revenue Obligations then Outstanding filed with the Trustee; *provided* that if such modification, amendment or supplement will, by its terms, not take effect so long as any Lease Revenue Obligations of any particular maturity remain Outstanding, the consent of the Owner of such shall not be required and such Lease Revenue Obligations shall not be deemed to be Outstanding for the purpose of any calculation of Lease Revenue Obligations Outstanding under this provision.

Anything in the Trust Agreement to the contrary notwithstanding, no such modification, amendment or supplement shall (i) extend the maturity of or reduce the interest rate on any Lease Revenue Obligation or otherwise alter or impair the obligation of the Corporation to pay the principal or interest at the time and place and at the rate and in the currency provided therein of any Lease Revenue Obligation without the express written consent of the Owner thereof, (ii) reduce the percentage of Lease Revenue Obligations required for the written consent to any such amendment or modification, (iii) modify any of the rights or obligations of the Trustee without its prior written consent thereto, or (iv) adversely affect the rights, interests, security or remedies of any Credit Provider without its prior written consent thereto.

So long as it has not failed to honor a properly presented and conforming drawing under the related Credit Facility, each LC Bank shall be deemed to be the Owner of Commercial Paper Notes of the Series for which it has issued a Credit Facility to support payment of such Series for the purpose of the provision of consents or any other action under the provisions of the Trust Agreement relating to amendments; *provided, however*, that no LC Bank shall be deemed to be the Owner of Commercial Paper Notes for the purposes of consenting to a modification or amendment that extends the maturity of or reduces the interest rate on any Commercial Paper Note or otherwise alters or impairs the obligation of the Corporation to pay the principal or interest at the time and place and at the rate and in the currency provided therein of any Commercial Paper Note without the express written consent of the Owner of such Commercial Paper Note.

From and after the time any Supplemental Trust Agreement becomes effective pursuant to the Trust Agreement, the Trust Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties thereto and all Owners of Outstanding Lease Revenue Obligations, as the case may be, shall thereafter be determined, exercised and enforced thereunder subject in all respects to such modification and amendment, and all the terms and conditions of any Supplemental Trust Agreement shall be deemed to be part of the terms and conditions of the Trust Agreement for any and all purposes.

The provisions described above shall not prevent any Owner from accepting any amendment as to the particular Lease Revenue Obligation held by him, provided that due notation thereof is made on such Lease Revenue Obligation.

Amendments to Site Lease and Sublease.

(a) The Site Lease and the Sublease may be amended in writing by agreement between the parties thereto as long as such amendment shall not (i) have a material adverse effect upon the Owners of Lease Revenue Obligations then Outstanding or (ii) adversely affect the rights, interests, security or remedies of any Credit Provider without the prior written consent of such Credit Provider; *provided* that if such amendment will, by its terms, not take effect so long as any Lease Revenue Obligations of any particular maturity remain Outstanding, clause (i) above need not be complied with and such Lease Revenue Obligations shall not be deemed to be Outstanding for the purpose of any calculation of Lease Revenue Obligations Outstanding under this provision. The Site Lease and the Sublease may also be amended in writing by agreement between the parties thereto with the prior written consent of the Trustee and each Credit Provider to substitute other real property and/or improvements (the “*Substituted Property*”) for existing Property or to remove real property or improvements from the definition of Property upon compliance with all of the conditions set forth in subsection (b) below. After a substitution or removal, the part of the Property for which the substitution or removal has been effected shall be released from the leasehold under the Site Lease and the Sublease. The County may amend the Sublease and the Site Lease to add real property and/or improvements (the “*Additional Property*”) upon compliance with all of the conditions set forth in subsection (c) below.

(b) In addition to the requirements and conditions provided in subsection (a) above, no substitution or removal of Property shall occur until the County delivers to the Corporation, the Trustee and each Credit Provider the following:

(i) A written description of all or part of the Property to be released and, in the event of a substitution, a legal description of the Substituted Property to be substituted in its place;

(ii) A Certificate of the County (A) stating that the annual fair market rental value of the Property after such substitution or removal, in each Base Rental Period during the remaining term of the Sublease, is at least equal to the Maximum Base Rental set forth in an amended Exhibit B to the Sublease giving effect to such substitution or removal, as determined by the County on the basis of an appraisal of the Property after said substitution or removal conducted by a qualified employee of the County; (B) showing that the aggregate principal amount of Lease Revenue Obligations Outstanding is less than or equal to the Maximum Principal Amount (as modified after giving effect to such substitution or removal and the corresponding adjustment to Maximum Base Rental for each Base Rental Period during the remainder of the term of the Sublease); (C) demonstrating that the useful life of the Property after substitution or removal equals or exceeds the remaining term of the Sublease after giving effect to the modifications to Exhibit B to the Sublease resulting from such substitution or removal; and (D) stating that the Property remaining after such substitution or removal is as essential to the operations of the County as was the Property immediately prior to such substitution or removal;

(iii) An opinion of Note Counsel to the effect that the amendments to the Sublease and to the Site Lease contemplating substitution or removal have been duly authorized, executed and delivered and constitute the valid and binding obligations of the County and the Corporation enforceable in accordance with their terms;

(iv) (A) In the event of a substitution, a title insurance policy in an amount such that the total title insurance on the Property in favor of the Trustee is not less than the sum of the amount of Outstanding Lease Revenue Obligations and amounts payable to the Credit Providers under the Credit Provider Agreements insuring the County's leasehold interest in the substituted Property (except any portion thereof which is not real property) subject only to Permitted Encumbrances and such other encumbrances as would be permitted by the Sublease, together with an endorsement thereto making said policy payable to the Trustee for the benefit of the Owners of the Lease Revenue Obligations and (B) in the event of a partial removal, evidence that the title insurance in effect immediately prior thereto is not affected;

(v) An opinion of Note Counsel that the substitution or removal does not cause the interest on the Tax Exempt Lease Revenue Obligations to be includable in gross income of the Owners thereof for federal income tax purposes;

(vi) Evidence that the County has complied with the insurance covenants contained in the Sublease with respect to the Substituted Property; and

(vii) Evidence that the substitution or removal, in and of itself, has not or will not cause a downgrade or withdrawal of the then existing credit ratings on the Commercial Paper Notes.

(c) In addition to the requirements and conditions provided in subsection (a) above, no addition of Property shall occur until the County delivers to the Corporation, the Trustee and each Credit Provider the following:

(i) Executed amendments or supplements to the Site Lease and the Sublease setting forth, among other things, a written, legal description of the Additional Property, the term of the Site Lease and Sublease for the Additional Property, and, in the case of the Sublease, a schedule setting forth the Base Rental for the Additional Property;

(ii) An opinion of Note Counsel to the effect that the amendments or supplements to the Sublease and to the Site Lease contemplating the addition of Additional Property have been duly authorized, executed and delivered and constitute the valid and binding obligations of the County and the Corporation enforceable in accordance with their terms;

(iii) An opinion of Note Counsel that the addition of Additional Property does not cause the interest on the Tax Exempt Lease Revenue Obligations to be includable in gross income of the Owners thereof for federal income tax purposes; and

(iv) Evidence that the County has complied with the insurance covenants contained in the Sublease with respect to the Additional Property.

Default by County under Sublease

Default by County. If the County shall fail to pay to the Trustee any Rental Payment with respect to any Component as and when the same shall become due and payable, or shall breach any other terms, covenants or conditions contained in the Sublease or in the Trust Agreement and shall fail to remedy any such breach with all reasonable dispatch within a period of 60 days after

written notice thereof from the Corporation, or its assignee, to the County, or, if such breach cannot be remedied within such 60-day period, shall fail to institute corrective action within such 60-day period and diligently pursue the same to completion, then and in any such event the County shall be deemed to be in default under the Sublease.

Remedies on Default by Corporation. Upon a failure or breach as described under “-Default by County” above, the Corporation or its assignee shall have the right, at its option, without any further demand or notice: [(a) to reenter any Component and eject all parties in possession therefrom and, without terminating the Sublease, relet the Component as the agent and for the account of the County upon such terms and conditions as the Corporation may deem advisable, in which event the rents received on such reletting shall be applied first to the expenses of reletting and collection, including expenses for repair or restoration of the Component to its original condition (taking into account normal wear and tear), reasonable attorneys’ fees and any real estate commissions actually paid, and second to Base Rental with respect to such Component in accordance with the Sublease and the Trust Agreement and third to Additional Rental with respect to such Component in accordance with the Sublease; *provided*, that if a sufficient sum shall not be realized to pay such sums and other charges then the County shall pay to the Corporation any net deficiency existing on the date when the Base Rental or Additional Rental with respect to such Component is due under the Sublease; *provided, however*, that such reentry and reletting shall be done only with the consent of the County, which consent is hereby irrevocably given; or (b) in lieu of the above,] so long as the Corporation or its assignee does not terminate the Sublease or the County’s possession of any Component, to enforce all of its rights and remedies under the Sublease, including the right to recover Base Rental payments as they become due under the Sublease pursuant to Section 1951.4 of the California Civil Code and to otherwise enforce performance by the County, and to pursue any remedy available in law or in equity, except as expressly provided in the Sublease. [Any reentry pursuant to this provision shall be allowed by the County without hindrance, and neither the Corporation nor its assignee shall be liable in damages for any reentry or be guilty of trespass.] [NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE SUBLEASE, THE CORPORATION EXPRESSLY WAIVES ANY RIGHT TO TERMINATE THE SUBLEASE [OR THE COUNTY’S RIGHT TO POSSESSION OF ANY COMPONENT] REGARDLESS OF WHETHER OR NOT THE COUNTY HAS ABANDONED ANY SUCH COMPONENT. Without limiting the generality of the foregoing, the Corporation expressly waives the right to receive any amount from the County pursuant to California Civil Code Section 1951.2(a)(3) to the extent that any such damages would effectively result in the acceleration of any Base Rental with respect to the Property under the Sublease.] Notwithstanding any other provision of the Sublease or the Trust Agreement, in no event shall the Corporation or its assignee have the right to accelerate the payment of any Base Rental with respect to the Property under the Sublease.

Each and every remedy of the Corporation or any assignee of the rights of the Corporation under the Sublease is cumulative and the exercise of one remedy shall not impair the right of the Corporation or its assignee to any or all other remedies. If any statute or rule of law validly shall limit the remedies given to the Corporation or any assignee of the rights of the Corporation or its assignee under the Sublease, the Corporation or its assignee nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

All damages and other payments received by the Corporation pursuant to this provision of the Sublease shall be applied in the manner set forth in the Trust Agreement.

Default by Corporation. The failure of the Corporation to observe and perform any covenants, agreements or conditions on its part in the Sublease contained, if such failure shall have continued for a period of 60 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the Corporation and the Trustee, by the County, shall constitute a Corporation Event of Default under the Sublease; provided, however, that if in the reasonable opinion of the Corporation the failure stated in the notice can be corrected, but not within such 60 day period, such failure shall not constitute a Corporation Event of Default if corrective action is instituted by the Corporation within such 60 day period and the Corporation shall diligently and in good faith cure such failure in a reasonable period of time. In each and every case upon the occurrence and during the continuance of a Corporation Event of Default by the Corporation under the Sublease, the County shall have all the rights and remedies permitted by law.

Waiver. The waiver by the Corporation or its assignee of any breach by the County, and the waiver by the County of any breach by the Corporation of any term, covenant or condition of the Sublease shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition of the Sublease.

Events of Default under Trust Agreement

Events of Default under Trust Agreement. The following shall be “Events of Default” under the Trust Agreement and the terms “Events of Default” and “default” shall mean, whenever they are used in the Trust Agreement, any one or more of the following events:

(a) If default shall be made in the due and punctual payment of principal and interest on any Lease Revenue Obligation when and as the same shall become due and payable.

(b) An event of default shall have occurred under the Sublease.

(c) Failure by the Corporation to observe and perform any covenant, condition or agreement on its part to be observed or performed under the Trust Agreement, the Sublease, and the Site Lease, other than such failure as may constitute an Event of Default under clause (a) above, for a period of 120 days after written notice specifying such failure and requesting that it be remedied has been given to the Corporation by the Trustee or to the Corporation and the Trustee by the Owners of not less than a majority in aggregate principal amount of Lease Revenue Obligations then Outstanding or if the failure stated in the notice cannot be corrected within such 120-day period, then the Corporation shall fail to institute corrective action within such 120-day period and diligently pursue the same to completion.

(d) The Corporation or the County shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of, or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an

answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) admit in writing its inability generally to pay its debts as they become due or (vii) take action for the purpose of effecting any of the foregoing;

(e) An involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of the Corporation or the County, or of a substantial part of their respective property, under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law or (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar official for the Corporation or the County or for a substantial part of their respective property, and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall continue unstayed and in effect for 30 days; or

(f) The Trustee receives written notice from any Credit Provider of the occurrence of an “event of default” under the related Credit Provider Agreement.

Notice of Events of Default under Trust Agreement. In the event the Corporation or the County is in default, the Trustee shall give notice of such default to the Owners of Lease Revenue Obligations, the Credit Providers, and to Moody’s and S&P. Such notice shall state that the Corporation or the County is in default and shall provide a brief description of such default. The Trustee in its discretion may withhold notice if it deems it in the best interests of the Owners. The notice provided for in this provision shall be given by first-class mail, postage prepaid, to the Owners within 30 days of such occurrence of default.

Remedies on Default under Trust Agreement. Upon the occurrence and continuance of any event of default specified in the Sublease, the Trustee shall, at the written direction of the Required Credit Providers or upon the occurrence and continuance of any Event of Default specified in the Sublease, the Trustee may, with the written consent of the Required Credit Providers, proceed (and upon written request of the Required Credit Providers shall proceed) to exercise the remedies set forth in the Sublease or available to the Trustee under the Trust Agreement.

In addition to the remedies set forth in the preceding paragraph and upon the occurrence and continuance of any Event of Default specified in clause (b) under “-Events of Default under Trust Agreement” above, the Trustee may, and shall, upon written request of the Required Credit Providers, proceed to protect and enforce the rights vested in Owners by the Trust Agreement by appropriate judicial proceedings or proceedings the Trustee deems most effectual. The provisions of the Trust Agreement and all resolutions or orders in the proceedings for the issuance of the Lease Revenue Obligations shall constitute a contract with the Owners of the Lease Revenue Obligations and the Credit Providers, and such contract may be enforced by any Owner of Lease Revenue Obligations or any Credit Providers by mandamus, injunction or other applicable legal action, suit, proceeding or other remedy.

Upon an Event of Default and prior to the curing thereof, the Trustee shall exercise the rights and remedies vested in it by the Trust Agreement with the same degree of care and skill as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Anything in the Trust Agreement to the contrary notwithstanding, the Credit Providers may enter into a written agreement among the Credit Providers appointing one of such Credit Providers to act on their behalf (a "Credit Provider Agent") in connection with any direction or consent provided for in this provision of the Trust Agreement, and in such event any such direction or consent of such Credit Provider Agent shall constitute the direction or consent of the Credit Providers under this provision of the Trust Agreement.

Commercial Paper Notes Not Subject to Acceleration. The Lease Revenue Obligations (including the Commercial Paper Notes) are not subject to acceleration and upon the occurrence of an Event of Default, none of the Trustee, the Issuing and Paying Agent, the Credit Providers, any Owner or any other Person may accelerate the maturity of any of the Lease Revenue Obligations.

Collection of Base Rental Payments. The Trustee shall take any appropriate action to cause the County to pay any Base Rental payment not paid when due, upon written request and authorization by the Credit Providers or, if applicable the Owners of a majority in aggregate principal amount of the Lease Revenue Obligations then Outstanding and unpaid, and upon being satisfactorily indemnified against any expense and liability with respect thereto and receiving payment for its fees and expenses.

No Remedy Exclusive. No remedy conferred in the Trust Agreement upon or reserved to the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Trust Agreement and the Sublease, or now or thereafter existing at law or in equity, except as expressly waived therein. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee, the Credit Providers or the Owners to exercise any remedy reserved to it or them, it shall not be necessary to give any notice other than such notice as may be required in this provision of the Trust Agreement or by law.

No Additional Waiver Implied by One Waiver. In the event any provision contained in the Trust Agreement should be breached by a party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under the Trust Agreement.

Action by Owners. In the event the Trustee fails to take any action to eliminate an event of default under the Sublease or Event of Default under the Trust Agreement, the Owners of a majority in aggregate principal amount of Lease Revenue Obligations then Outstanding may institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any right under the Sublease and the Trust Agreement, but only if the Credit Providers or, if applicable, such Owners shall have first made written request of the Trustee after the right to exercise such powers or right of action shall have arisen, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted therein or otherwise granted by law or to institute such action, suit or proceeding in its name, and unless, also, the Trustee shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time.

THE LEASED PROPERTY

Pursuant to the Sublease, the County has subleased from the Corporation the Property, which consists of various County-owned properties described below:

Hall of Records, located at 320 West Temple Street, Los Angeles, California 90012.

Le Sage Complex, located at 550 S. Vermont Avenue, Los Angeles, California 90020.

Central Public Health Center, located at 313 N. Figueroa Street, Los Angeles, California 90012.

DPSS-Adams & Grand, located at 2615 S. Grand Avenue, Los Angeles, California 90007.

DPSS-Exposition Park, located at 3965 S. Vermont Avenue, Los Angeles, California 90037.

Bob Hope Patriotic Hall, located at 1816 S. Figueroa Street, Los Angeles, California 90015.

Olive View-UCLA Medical Center, located at 14445 Olive View Drive, Sylmar, California 91342.

Registrar-Recorder/County Clerk's Office, located at 12400 Imperial Highway Norwalk California 90650.

Lost Hills Sheriff Station, located at 27050 Agoura Road, Calabasas, California 91302.

Challenger Memorial Youth Center, located at 5300 West Avenue I, Lancaster, California 93536.

Pitchess Detention Center Visitor's Center, located at [_____].

Pitchess Detention Center Laundry Facility, located at [_____].

Pitchess Detention Center Motor Pool, located at [_____].

Pitchess Detention Center North County Correctional Facility, located at [_____].

Central Jail Parking Structure, located at 441 Bauchet Street, Los Angeles, California 90012.

Temple City Sheriff Station, located at 8838 Las Tunas Drive, Temple City, California 91780.

Palmdale Sheriff Facility, located at 750 East Ave Q, Palmdale, California 93550.

San Dimas Sheriff Facility, located at 270 S Walnut Avenue, San Dimas, California 91773.

Fire Station 89, located at 29575 Canwood Street, Agoura Hills, California 91301.

Fire Station 72, located at 1832 Decker Canyon Road, Malibu, California 90265.

Fire Station 108, located at 28799 N. Rock Canyon Drive, Santa Clarita, California 91390.

Fire Station 136, located at 3650 Bolz Ranch Road, Palmdale, California 93551.

Fire Station 93, located at 5624 E. Avenue R, Palmdale, California 93552.

Long Beach Comprehensive Health Center, located at 1333 Chestnut Avenue, Long Beach, California 90813.

RISK FACTORS

The following factors, along with all other information in this Offering Memorandum, including, without limitation, attached hereto, should be considered by potential investors in evaluating the Commercial Paper Notes.

Expiration of Initial Letters of Credit

The Letters of Credit expire on April 19, 2016, subject to extension or earlier expiration in certain circumstances as described therein. If a Letter of Credit is not extended or an Alternate Credit Facility is not obtained by the Corporation, Commercial Paper Notes of such Series cannot be issued with a maturity date less than five days prior to the stated expiration or termination date of the applicable Letter of Credit unless the Corporation shall have arranged for a Alternate Credit Facility with respect to such Series of Commercial Paper Notes pursuant to the terms of the Trust Agreement. There can be no assurance that the Corporation will be able to obtain an extension of the applicable Letter of Credit or an Alternate Credit Facility. Each LC Bank is under no obligation to extend the applicable Letter of Credit beyond its scheduled expiration.

LC Bank's Obligations Unsecured

The ability of an LC Bank to honor draws upon its Letter of Credit is based solely upon such LC Bank's general credit and is not collateralized or otherwise guaranteed by the United States of America or any agency or instrumentality thereof. No provision has been made for replacement of or substitution for a Letter of Credit in the event of any deterioration in the financial condition of such LC Bank. Neither the Corporation nor any of the LC Banks assume any liability to any purchaser of the Commercial Paper Notes as a result of any deterioration of the financial condition of such LC Bank. Upon any insolvency of an LC Bank, any claim by the Trustee against such LC Bank would be subject to bank receivership proceedings. Further, the market price of the Commercial Paper Notes may be adversely affected by the financial condition of the respective LC Bank. See "Ratings" herein.

General Factors Affecting the LC Banks

Each LC Bank is subject to regulation and supervision by various regulatory bodies. New regulations could impose restrictions upon the LC Banks which would restrict their ability to respond to competitive pressures. Various legislative or regulatory changes could dramatically impact the banking industry as a whole and each LC Bank specifically. The banking industry is highly competitive in many of the markets in which the LC Banks operate. Such competition directly impacts the financial performance of the LC Banks. Any significant increase in such competition could adversely impact each LC Bank.

Prospective purchasers of the Commercial Paper Notes should evaluate the financial strength of each LC Bank based upon the information contained and referred to herein under the caption “THE LETTER OF CREDIT BANKS” and other information available upon request from the LC Banks and should not rely upon any governmental supervision by any regulatory entity.

Reinvestment Risk

The Callable Commercial Paper Notes are subject to redemption prior to maturity with only two Business Days’ prior notice. As a result, Owners of the Callable Commercial Paper Notes may have to redeploy their funds in other investments with short notice and at reinvestment returns that may be different than the interest rates on the Callable Commercial Paper Notes being redeemed.

In addition, Owners of such Callable Commercial Paper Notes would only receive notice of rescission of such proposed redemption from the Depository or the filing with EMMA on the designated Redemption Date and may not have sufficient time to make alternative investment arrangements upon such rescission. Certain adverse market conditions may increase the likelihood of a Failed Remarketing or a Failed Settlement. Prospective investors should carefully consider the possibility of rescission of any proposed redemption of Callable Commercial Paper Notes in its investment decision.

Limited Obligations of the County

The investment decision to purchase a Series of Commercial Paper Notes should be made solely on the basis of the creditworthiness of the LC Bank that has issued the applicable Letter of Credit from which will be paid all principal of and interest on such Series of Commercial Paper Notes, rather than the County. Prospective investors should not rely on any source other than proceeds of drawings under the applicable Letter of Credit to pay the principal of and interest on such Series of Commercial Paper Notes. If, for any reason, an LC Bank fails to make a payment due under its Letter of Credit, the principal of and interest on such Series of Commercial Paper Notes may not be paid when due, and such failure would not be an Event of Default under the Trust Agreement and the County would have no obligation to make any payments with respect to such Series of Commercial Paper Notes apart from the County’s obligation to make Base Rental (as defined herein) payments as and when due, as more particularly described herein. The ratings assigned to each Series of Commercial Paper Notes are based on the creditworthiness of the LC Bank that has issued the applicable Letter of Credit. See “RATINGS” herein.

Provided that in no circumstances shall the County be required to pay during any Base Rental Period amounts (exclusive of Additional Rental) in excess of aggregate Maximum Base Rental, as such amount may be adjusted in accordance with the terms of the Sublease, the County has covenanted to include all Minimum Required Rental Payments and Additional Rental due under the Sublease in each Fiscal Year in its annual budget and to make the necessary annual appropriations for all Minimum Required Rental Payments, Additional Rental, and Minimum Supplemental Rental Payments, subject to the abatement provisions of the Sublease. THE OBLIGATION OF THE COUNTY TO MAKE RENTAL PAYMENTS DOES NOT CONSTITUTE AN OBLIGATION OF THE COUNTY FOR WHICH THE COUNTY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE COUNTY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE SUBLEASE, NEITHER THE COMMERCIAL PAPER NOTES NOR THE OBLIGATION OF THE COUNTY TO MAKE RENTAL PAYMENTS OR ADDITIONAL RENTAL PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

Abatement

Except to the extent of (a) available amounts held by the Issuing and Paying Agent in the applicable Base Rental Account and the Direct Placement Revolving Note Payment Subaccount of the Lease Revenue Obligation Payment Fund, and available amounts held by the Issuing and Paying Agent in the Commercial Paper Notes Payment Account or the Bank Reimbursement Account of the Issuing and Paying Agent Fund, (b) amounts, if any, received in respect of rental interruption insurance with respect to any Component, and (c) amounts, if any, otherwise legally available to the County for payments in respect of the Sublease or to the Issuing and Paying Agent for payments in respect of the Notes, Rental Payments due under the Sublease shall be subject to abatement during any period in which, by reason of material damage, destruction or condemnation of any Component, or defects in title to any Component, there is substantial interference with the use, occupancy or possession of any Component by the County, and the resulting Rental Payments (and such other funds) may not be sufficient to pay all of the remaining principal of and interest on the Commercial Paper Notes. See “SECURITY AND SOURCES OF PAYMENT FOR THE COMMERCIAL PAPER NOTES—Rental Abatement.”

No Limitation on Incurring Additional Obligations

Neither the Sublease nor the Trust Agreement contains any legal limitations on the ability of the County to enter into other obligations that may constitute additional charges against its General Fund revenues. To the extent that the County incurs additional obligations, the funds available to make Rental Payments may be decreased. The County is currently liable on other obligations payable from General Fund revenues and is currently contemplating entering into other such obligations.

Limitation on Remedies; No Acceleration Upon an Event of Default

Upon a failure or breach by the County under the Sublease, the Trustee, as assignee of the Corporation’s rights under the Sublease, has the right, at its option, without any further demand

or notice, [(a) to reenter any Component and eject all parties in possession therefrom and, without terminating the Sublease, relet the Component as the agent and for the account of the County upon such terms and conditions as the Corporation may deem advisable, in which event the rents received on such reletting shall be applied first to the expenses of reletting and collection, including expenses for repair or restoration of the Component to its original condition (taking into account normal wear and tear), reasonable attorneys' fees and any real estate commissions actually paid, and second to Base Rental with respect to such Component in accordance with the Sublease and the Trust Agreement and third to Additional Rental with respect to such Component in accordance with the Sublease; *provided*, that if a sufficient sum shall not be realized to pay such sums and other charges then the County shall pay to the Corporation any net deficiency existing on the date when the Base Rental or Additional Rental with respect to such Component is due under the Sublease; *provided, however*, that such reentry and reletting shall be done only with the consent of the County, which consent is hereby irrevocably given; or (b) in lieu of the above,] so long as the Corporation or its assignee does not terminate the Sublease or the County's possession of any Component, to enforce all of its rights and remedies under the Sublease, including the right to recover Base Rental payments as they become due under the Sublease pursuant to Section 1951.4 of the California Civil Code and to otherwise enforce performance by the County, and to pursue any remedy available in law or in equity, except as expressly provided in the Sublease. [Any reentry pursuant to this provision shall be allowed by the County without hindrance, and neither the Corporation nor its assignee shall be liable in damages for any reentry or be guilty of trespass.] [NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE SUBLEASE, THE CORPORATION EXPRESSLY WAIVES ANY RIGHT TO TERMINATE THE SUBLEASE [OR THE COUNTY'S RIGHT TO POSSESSION OF ANY COMPONENT] REGARDLESS OF WHETHER OR NOT THE COUNTY HAS ABANDONED ANY SUCH COMPONENT. Without limiting the generality of the foregoing, the Corporation expressly waives the right to receive any amount from the County pursuant to California Civil Code Section 1951.2(a)(3) to the extent that any such damages would effectively result in the acceleration of any Base Rental with respect to the Property under the Sublease.] Notwithstanding any other provision of the Sublease or the Trust Agreement, in no event shall the Corporation or its assignee have the right to accelerate the payment of any Base Rental with respect to the Property under the Sublease.

If the County defaults on its obligations to make Rental Payments, the Trustee, as assignee of the Corporation's rights under the Sublease, would be required to seek a separate judgment each year for that year's defaulted Rental Payments. Any such suit would be subject to limitations on legal remedies against counties in the State, including a limitation on enforcement of judgments against funds of a fiscal year other than the fiscal year in which the Rental Payments were due and against funds needed to serve the public welfare and interest.

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION

The Los Angeles County Capital Asset Leasing Corporation is a nonprofit public benefit corporation duly organized under the Nonprofit Public Benefit Corporation Law (Title 1, Division 2, Part 2 of the California Corporations Code), for the purpose of providing financial assistance to the County by acquiring, constructing, improving, and developing certain equipment and real property together with appurtenances and appurtenant work for the use,

benefit and enjoyment of the public. The Corporation was formed at the request of the County in 1983.

The Corporation is a separate legal entity. It is governed by a five-member Board of Directors (the “*Board*”) appointed by the Board of Supervisors of the County. The Board members receive no compensation. The Corporation has no employees. All staff work is performed by employees of the County.

COUNTY OF LOS ANGELES

A five-member Board of Supervisors governs the County. The County was established by an act of the State Legislature on February 18, 1850, as one of California’s original 27 counties. Located in the southern coastal portion of the State, the County covers 4,084 square miles and includes 88 incorporated cities as well as many unincorporated communities. With an estimated population of over [9.9] million in [2011], the County is the most populous of the 58 counties in California and has a population larger than that of 43 states.

As required by the County Charter, County ordinances, or by State or federal mandate, the County is responsible for providing government services at the local level for activities including, public welfare, health, justice, the maintenance of public records, and the administration and collection of ad valorem taxes.

The County provides services such as law enforcement and public works to certain cities within the County on a cost-recovery contract basis. The County also provides various other municipal services and operates recreational and cultural facilities throughout the County.

TAX MATTERS

Tax Exempt Governmental Commercial Paper Notes

Opinion of Note Counsel. In the opinion of Hawkins Delafield & Wood LLP, Note Counsel to the County and the Corporation, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the Tax Exempt Governmental Commercial Paper Notes is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “*Code*”), and (ii) interest on the Tax Exempt Governmental Commercial Paper Notes is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code and is not included in the adjusted current earnings of corporations for purposes of calculating the alternative minimum tax. In rendering its opinion, Note Counsel has relied on certain representations, certifications of fact, and statements of reasonable expectations made by the County and the Corporation in connection with the Tax Exempt Governmental Commercial Paper Notes, and Note Counsel has assumed compliance by the County with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the Tax Exempt Governmental Commercial Paper Notes from gross income under Section 103 of the Code.

In addition, in the opinion of Note Counsel, under existing statutes, interest on the Tax Exempt Governmental Commercial Paper Notes is exempt from personal income taxes imposed by the State of California.

Note Counsel expresses no opinion regarding any other Federal or state tax consequences with respect to the Tax Exempt Governmental Commercial Paper Notes. Note Counsel renders its opinion under existing statutes and court decisions as of the issue date, and assumes no obligation to update, revise or supplement its opinion to reflect any action hereafter taken or not taken, or any facts or circumstances that may hereafter come to its attention, or changes in law or in interpretations thereof that may hereafter occur, or for any other reason. Note Counsel expresses no opinion on the effect of any action hereafter taken or not taken in reliance upon an opinion of other counsel on the exclusion from gross income for Federal income tax purposes of interest on the Tax Exempt Governmental Commercial Paper Notes, or under state and local tax law.

Certain Ongoing Federal Tax Requirements and Covenants. The Code establishes certain ongoing requirements that must be met subsequent to the issuance and delivery of the Tax Exempt Governmental Commercial Paper Notes in order that interest on the Tax Exempt Governmental Commercial Paper Notes be and remain excluded from gross income under Section 103 of the Code. These requirements include, but are not limited to, requirements relating to use and expenditure of gross proceeds of the Tax Exempt Governmental Commercial Paper Notes, yield and other restrictions on investments of gross proceeds, and the arbitrage rebate requirement that certain excess earnings on gross proceeds be rebated to the Federal government. Noncompliance with such requirements may cause interest on the Tax Exempt Governmental Commercial Paper Notes to become included in gross income for Federal income tax purposes retroactive to their issue date, irrespective of the date on which such noncompliance occurs or is discovered. The County and the Corporation have covenanted to comply with certain applicable requirements of the Code to assure the exclusion of interest on the Tax Exempt Governmental Commercial Paper Notes from gross income under Section 103 of the Code.

Certain Collateral Federal Tax Consequences. The following is a brief discussion of certain collateral Federal income tax matters with respect to the Tax Exempt Governmental Commercial Paper Notes. It does not purport to address all aspects of Federal taxation that may be relevant to a particular owner of a Tax Exempt Governmental Commercial Paper Note. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the Federal tax consequences of owning and disposing of the Tax Exempt Governmental Commercial Paper Notes.

Prospective owners of the Tax Exempt Governmental Commercial Paper Notes should be aware that the ownership of such obligations may result in collateral Federal income tax consequences to various categories of persons, such as corporations (including S corporations and foreign corporations), financial institutions, property and casualty and life insurance companies, individual recipients of Social Security and railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, and taxpayers deemed to have incurred or continued indebtedness to purchase or carry obligations the interest on which is excluded from gross income for Federal income tax purposes. Interest on the Tax Exempt Governmental

Commercial Paper Notes may be taken into account in determining the tax liability of foreign corporations subject to the branch profits tax imposed by Section 884 of the Code.

Information Reporting and Backup Withholding. Information reporting requirements apply to interest paid on tax-exempt obligations, including the Tax Exempt Governmental Commercial Paper Notes. In general, such requirements are satisfied if the interest recipient completes, and provides the payor with, a Form W-9, "Request for Taxpayer Identification Number and Certification," or if the recipient is one of a limited class of exempt recipients. A recipient not otherwise exempt from information reporting who fails to satisfy the information reporting requirements will be subject to "backup withholding," which means that the payor is required to deduct and withhold a tax from the interest payment, calculated in the manner set forth in the Code. For the foregoing purpose, a "payor" generally refers to the person or entity from whom a recipient receives its payments of interest or who collects such payments on behalf of the recipient.

If an owner purchasing a Tax Exempt Governmental Commercial Paper Note through a brokerage account has executed a Form W-9 in connection with the establishment of such account, as generally can be expected, no backup withholding should occur. In any event, backup withholding does not affect the excludability of the interest on the Tax Exempt Governmental Commercial Paper Notes from gross income for Federal income tax purposes. Any amounts withheld pursuant to backup withholding would be allowed as a refund or a credit against the owner's Federal income tax once the required information is furnished to the Internal Revenue Service.

Miscellaneous. Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Tax Exempt Governmental Commercial Paper Notes under Federal or state law and could affect the market price or marketability of the Tax Exempt Governmental Commercial Paper Notes.

Prospective purchasers of the Tax Exempt Governmental Commercial Paper Notes should consult their own tax advisors regarding the foregoing matters.

Tax Exempt 501(c)(3) Commercial Paper Notes

Opinion of Note Counsel. In the opinion of Hawkins Delafield & Wood LLP, Note Counsel to the County and the Corporation, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the Tax Exempt 501(c)(3) Commercial Paper Notes is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Code, and (ii) interest on the Tax Exempt 501(c)(3) Commercial Paper Notes is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code; such interest, however, is included in the adjusted current earnings of certain corporations for purposes of calculating the alternative minimum tax imposed on such corporations. In rendering its opinion, Note Counsel has relied on certain representations, certifications of fact, and statements of reasonable expectations made by the County, the Corporation, and others in connection with the Tax Exempt 501(c)(3) Commercial Paper Notes, and Note Counsel has assumed compliance by

the County and the Corporation with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the Tax Exempt 501(c)(3) Commercial Paper Notes from gross income under Section 103 of the Code. In addition, in rendering its opinion, Note Counsel has relied on the opinion of counsel to user, manager or operator of the property financed or refinanced with proceeds of the Tax Exempt 501(c)(3) Commercial Paper Notes regarding, among other matters, the current qualifications of such user, manager or operator as an organization described in Section 501(c)(3) of the Code.

In addition, in the opinion of Note Counsel to the County and the Corporation, under existing statutes, interest on the Tax Exempt 501(c)(3) Commercial Paper Notes is exempt from State of California personal income tax.

Note Counsel expresses no opinion regarding any other Federal or state tax consequences with respect to the Tax Exempt 501(c)(3) Commercial Paper Notes. Note Counsel renders its opinion under existing statutes and court decisions as of the issue date, and assumes no obligation to update, revise or supplement its opinion to reflect any action hereafter taken or not taken, or any facts or circumstances that may hereafter come to its attention, or changes in law or in interpretations thereof that may hereafter occur, or for any other reason. Note Counsel expresses no opinion on the effect of any action hereafter taken or not taken in reliance upon an opinion of other counsel on the exclusion from gross income for Federal income tax purposes of interest on the Tax Exempt 501(c)(3) Commercial Paper Notes, or under state and local tax law.

Certain Ongoing Federal Tax Requirements and Covenants. The Code establishes certain ongoing requirements that must be met subsequent to the issuance and delivery of the Tax Exempt 501(c)(3) Commercial Paper Notes in order that interest on the Tax Exempt 501(c)(3) Commercial Paper Notes be and remain excluded from gross income under Section 103 of the Code. These requirements include, but are not limited to, requirements relating to use and expenditure of gross proceeds of the Tax Exempt 501(c)(3) Commercial Paper Notes, yield and other restrictions on investments of gross proceeds, and the arbitrage rebate requirement that certain excess earnings on gross proceeds be rebated to the Federal government. Noncompliance with such requirements may cause interest on the Tax Exempt 501(c)(3) Commercial Paper Notes to become included in gross income for Federal income tax purposes retroactive to their issue date, irrespective of the date on which such noncompliance occurs or is discovered. The County and the Corporation have covenanted to comply with certain applicable requirements of the Code to assure the exclusion of interest on the Tax Exempt 501(c)(3) Commercial Paper Notes from gross income under Section 103 of the Code.

Certain Collateral Federal Tax Consequences. The following is a brief discussion of certain collateral Federal income tax matters with respect to the Tax Exempt 501(c)(3) Commercial Paper Notes. It does not purport to address all aspects of Federal taxation that may be relevant to a particular owner of a Tax Exempt 501(c)(3) Commercial Paper Note. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the Federal tax consequences of owning and disposing of the Tax Exempt 501(c)(3) Commercial Paper Notes.

Prospective owners of the Tax Exempt 501(c)(3) Commercial Paper Notes should be aware that the ownership of such obligations may result in collateral Federal income tax

consequences to various categories of persons, such as corporations (including S corporations and foreign corporations), financial institutions, property and casualty and life insurance companies, individual recipients of Social Security and railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, and taxpayers deemed to have incurred or continued indebtedness to purchase or carry obligations the interest on which is excluded from gross income for Federal income tax purposes. Interest on the Tax Exempt 501(c)(3) Commercial Paper Notes may be taken into account in determining the tax liability of foreign corporations subject to the branch profits tax imposed by Section 884 of the Code.

Information Reporting and Backup Withholding. Information reporting requirements apply to interest paid on tax-exempt obligations, including the Tax Exempt 501(c)(3) Commercial Paper Notes. In general, such requirements are satisfied if the interest recipient completes, and provides the payor with, a Form W-9, "Request for Taxpayer Identification Number and Certification," or if the recipient is one of a limited class of exempt recipients. A recipient not otherwise exempt from information reporting who fails to satisfy the information reporting requirements will be subject to "backup withholding," which means that the payor is required to deduct and withhold a tax from the interest payment, calculated in the manner set forth in the Code. For the foregoing purpose, a "payor" generally refers to the person or entity from whom a recipient receives its payments of interest or who collects such payments on behalf of the recipient.

If an owner purchasing a Tax Exempt 501(c)(3) Commercial Paper Note through a brokerage account has executed a Form W-9 in connection with the establishment of such account, as generally can be expected, no backup withholding should occur. In any event, backup withholding does not affect the excludability of the interest on the Tax Exempt 501(c)(3) Commercial Paper Notes from gross income for Federal income tax purposes. Any amounts withheld pursuant to backup withholding would be allowed as a refund or a credit against the owner's Federal income tax once the required information is furnished to the Internal Revenue Service.

Proposed Legislation and Other Matters. Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Tax Exempt 501(c)(3) Commercial Paper Notes under Federal or state law or otherwise prevent beneficial owners of the Tax Exempt 501(c)(3) Commercial Paper Notes from realizing the full current benefit of the tax status of such interest. In addition, such legislation or actions (whether currently proposed, proposed in the future, or enacted) and such decisions could affect the market price or marketability of the Tax Exempt 501(c)(3) Commercial Paper Notes.

Prospective purchasers of the Tax Exempt 501(c)(3) Commercial Paper Notes should consult their own tax advisors regarding the foregoing matters.

Taxable Commercial Paper Notes

Opinion of Note Counsel. In the opinion of Note Counsel, interest on the Taxable Commercial Paper Notes is included in gross income for Federal income tax purposes pursuant to the Code.

The following discussion is a brief summary of the principal United States Federal income tax consequences of the acquisition, ownership and disposition of Taxable Commercial Paper Notes by original purchasers of the Taxable Commercial Paper Notes who are “U.S. Owners”, as defined herein. This summary (i) is based on the Code, Treasury Regulations, revenue rulings and court decisions, all as currently in effect and all subject to change at any time, possibly with retroactive effect; (ii) assumes that the Taxable Commercial Paper Notes will be held as “capital assets”; and (iii) does not discuss all of the United States Federal income tax consequences that may be relevant to an owner in light of its particular circumstances or to owner subject to special rules, such as insurance companies, financial institutions, tax-exempt organizations, dealers in securities or foreign currencies, persons holding the Taxable Commercial Paper Notes as a position in a “hedge” or “straddle”, owners whose functional currency (as defined in Section 985 of the Code) is not the United States dollar, owners who acquire Taxable Commercial Paper Notes in the secondary market, or individuals, estates and trusts subject to the tax on unearned income imposed by Section 1411 of the Code.

Owners of Taxable Commercial Paper Notes should consult with their own tax advisors concerning the United States Federal income tax and other consequences with respect to the acquisition, ownership and disposition of the Taxable Commercial Paper Notes as well as any tax consequences that may arise under the laws of any state, local or foreign tax jurisdiction.

Disposition and Defeasance. Generally, upon the sale, exchange, redemption, or other disposition (which would include a legal defeasance) of a Taxable Commercial Paper Note, a owner generally will recognize taxable gain or loss in an amount equal to the difference between the amount realized (other than amounts attributable to accrued interest not previously includable in income) and such owner’s adjusted tax basis in the Taxable Commercial Paper Note.

The County may cause the deposit of moneys or securities in escrow in such amount and manner as to cause the Taxable Commercial Paper Notes to be deemed to be no longer outstanding under the indenture of the Taxable Commercial Paper Notes (a “defeasance”). For Federal income tax purposes, such defeasance could result in a deemed exchange under Section 1001 of the Code and a recognition by such owner of taxable income or loss, without any corresponding receipt of moneys. In addition, the character and timing of receipt of payments on the Taxable Commercial Paper Notes subsequent to any such defeasance could also be affected.

Backup Withholding and Information Reporting. In general, information reporting requirements will apply to non-corporate owners with respect to payments of principal, payments of interest, and the accrual of original issue discount on a Taxable Commercial Paper Note and the proceeds of the sale of a Taxable Commercial Paper Note before maturity within the United States. Backup withholding may apply to owners of Taxable Commercial Paper Notes under Section 3406 of the Code. Any amounts withheld under the backup withholding rules from a payment to a beneficial owner, and which constitutes over-withholding, would be allowed as a refund or a credit against such beneficial owner’s United States Federal income tax provided the required information is furnished to the Internal Revenue Service.

U.S. Owners. The term “U.S. Owner” means a beneficial owner of a Taxable Commercial Paper Note that is: (i) a citizen or resident of the United States, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States or of any political

subdivision thereof, (iii) an estate the income of which is subject to United States Federal income taxation regardless of its source or (iv) a trust whose administration is subject to the primary jurisdiction of a United States court and which has one or more United States fiduciaries who have the County to control all substantial decisions of the trust.

IRS Circular 230 Disclosure. The advice under the caption, “TAX MATTERS - Taxable Commercial Paper Notes”, concerning certain income tax consequences of the acquisition, ownership and disposition of the Taxable Commercial Paper Notes, was written to support the marketing of the Taxable Commercial Paper Notes. To ensure compliance with requirements imposed by the Internal Revenue Service, Note Counsel informs you that (i) any Federal tax advice contained in this Offering Memorandum (including any attachments) or in writings furnished by Note Counsel to County or the Corporation is not intended to be used, and cannot be used by any noteowner, for the purpose of avoiding penalties that may be imposed on the noteowner under the Code, and (ii) the noteowner should seek advice based on the noteowner’s particular circumstances from an independent tax advisor.

Miscellaneous. Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, could affect the market price or marketability of the Taxable Commercial Paper Notes.

Prospective purchasers of the Taxable Commercial Paper Notes should consult their own tax advisors regarding the foregoing matters.

NO CONTINUING DISCLOSURE

The offering and sale of the Commercial Paper Notes are exempt from the rules of the SEC relating to the continuing disclosure of annual financial and operating information and certain material events and neither the County, the Corporation or the LC Banks are obligated to provide and do not expect to provide any such information.

FINANCIAL ADVISOR

Montague DeRose and Associates, LLC has served as Financial Advisor to the Corporation in connection with the authorization and issuance of the Commercial Paper Notes. In connection with this Offering Memorandum, the Financial Advisor has relied upon officials of the Corporation and the County and other sources, who have access to relevant data to provide accurate information for this Offering Memorandum, and the Financial Advisor has not been engaged, nor have they undertaken, to independently verify the accuracy of such information.

The Financial Advisor is not a public accounting firm and has not been engaged by the Corporation or the County to compile, review, examine or audit any information in this Offering Memorandum.

CERTAIN LEGAL MATTERS

Certain legal matters in connection with the authorization and issuance of the Commercial Paper Notes are subject to the approval of Hawkins Delafield & Wood LLP, Los Angeles, California. Attached to this Offering Memorandum as Appendix A is a proposed form

of the opinion of Note Counsel. Certain legal matters relating to the Letters of Credit and the Reimbursement Agreements were passed upon for the LC Banks by Chapman and Cutler LLP, Chicago, Illinois, Special Counsel to the LC Banks.

CERTAIN RELATIONSHIPS

The Series A Credit Facility Provider has, subject to the terms and conditions of its respective Reimbursement Agreement, issued the Series A Letter of Credit, in support of the payment of the Callable Commercial Paper Notes. Pursuant to a Commercial Paper Dealer Agreement, J.P. Morgan Securities LLC (“J.P. Morgan Securities”) has agreed to act as Dealer for the Callable Commercial Paper Notes. J.P. Morgan Securities is an affiliate of the Series A Credit Facility Provider. The Series A Credit Facility Provider and J.P. Morgan Securities will have separate responsibilities and duties in connection with the issuance, the sale, and the payment of the Callable Commercial Paper Notes. In certain circumstances, the inability of J.P. Morgan Securities to successfully sell Callable Commercial Paper Notes in connection with the redemption prior to maturity of Callable Commercial Paper Notes could result in the imposition of a surcharge/additional fees to be paid by the Corporation to the Series A Credit Facility Provider under its respective Reimbursement Agreement.

RATINGS

Moody’s and Standard & Poor’s have assigned their short-term ratings to the Commercial Paper Notes as set below based upon the issuance of the respective Letter of Credit securing the payment of the principal of and actual interest accrued on the applicable Series of Commercial Paper Notes by JPMorgan Chase Bank, National Association, U.S. Bank National Association and Wells Fargo Bank, National Association, respectively.

		<u>Short-Term Rating</u>
Callable Commercial Paper Notes	Moody’s: S&P:	P-1 A-1
Series B Notes	Moody’s: S&P:	P-2 A-1
Series C Notes	Moody’s: S&P:	P-1 A-1+

Such ratings reflect only the respective views of such organizations, and an explanation of the significance of such ratings may be obtained from the rating agency furnishing the same. There is no assurance that a rating will continue for any given period of time or that a rating will not be revised or withdrawn entirely by any or all of such rating agencies, if, in its or their judgment, circumstances so warrant. Any downward revision or withdrawal of a rating could have an adverse effect on the market prices of the Commercial Paper Notes.

ADDITIONAL INFORMATION

This Offering Memorandum contains certain information for quick reference only; it is not a summary of the terms of the Commercial Paper Notes. Information essential to the making of an informed decision with respect to the Commercial Paper Notes may be obtained in the manner described herein. All references to the documents and other materials not purporting to be quoted in full are qualified in their entirety by reference to the complete provisions of the documents and other materials referenced which may be obtained in the manner described herein.

Copies of the Trust Agreement, the Issuing and Paying Agent Agreement, the Site Lease, Sublease, the Dealer Agreements, each Letter of Credit and each Reimbursement Agreement may be obtained from the Corporation at the following address:

Los Angeles County Capital Asset Leasing Corporation
c/o Treasurer and Tax Collector
432 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

APPENDIX A

FORM OF NOTE COUNSEL APPROVING OPINION

[To Come]

APPENDIX B

MAXIMUM BASE RENTAL SCHEDULE

[Insert]