
SECOND DRAFT DATED APRIL 1, 2025

TRUST AGREEMENT

By and between

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

and

THE CITY OF GLENDALE, ARIZONA

Dated as of June 1, 2025

Relating to

\$ _____

City of Glendale, Arizona
Senior Lien Water and Sewer Revenue
and Revenue Refunding Obligations,
Series 2025

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TRUST AGREEMENT

THIS TRUST AGREEMENT, is made and entered into as of June 1, 2025 (this “Trust Agreement” or “Agreement”), by and between U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association (the “Trustee”), and THE CITY OF GLENDALE, ARIZONA, a municipal corporation and a political subdivision under the laws of the State of Arizona (the “City”);

WITNESSETH:

WHEREAS, the Trustee and the City have entered into a Purchase Agreement, dated as of June 1, 2025 (the “Purchase Agreement”) for the purpose of financing the acquisition, construction and installation of certain improvements to the Water and Sewer Systems (as defined herein) described on Exhibit A attached thereto (the “2025 Project”) and for the refunding purpose set forth below; and

WHEREAS, pursuant to the Purchase Agreement, the City sold the 2025 Project to the Trustee and the City immediately repurchased the 2025 Project from the Trustee, all in accordance with the terms and conditions set forth therein; and

WHEREAS, the Mayor and Council of the City determined it would be in the public interest of the City to refinance certain installment purchase payments under the 2015 Purchase Agreement (as defined herein); and

WHEREAS, for the purpose of obtaining the funds to pay a portion of the purchase of the 2025 Project and to refinance installment purchase payments related to the projects refinanced under the 2015 Purchase Agreement, the Trustee has agreed to execute and deliver Senior Lien Water and Sewer Revenue and Revenue Refunding Obligations, Series 2025 in the principal amount of \$_____ (the “Obligations” and individually, an “Obligation”), each evidencing a proportionate interest in the Purchase Agreement and the payments to be made by the City to the Trustee under such Purchase Agreement; and

WHEREAS, the Trustee has agreed to deposit a portion of the proceeds derived from the execution and delivery of the Obligations into the Acquisition Fund (as defined herein) to be used to finance the acquisition, construction and installation of the 2025 Project and a portion of the proceeds to the trust account under the Escrow Agent Agreement (as defined herein); and

WHEREAS, the City has pledged the Net Revenues to the payment of amounts due under the Purchase Agreement (each, a “Payment”, and collectively, the “Payments”) on a parity basis with the pledge of such Net Revenues to the Senior Obligations as described herein; and

WHEREAS, the City executed and delivered a Trust Agreement dated as of March 1, 2015 (the “2015 Trust Agreement”), and a Purchase Agreement dated as of March 1, 2015 (the “2015 Purchase Agreement”), pursuant to which Senior Lien Water and Sewer Revenue Refunding Obligations, Series 2015 (the “2015 Obligations”), in an aggregate principal amount of \$121,245,000, evidencing a proportionate interest of the owners of the 2015 Obligations in

purchase price payments to be made by the City, were executed and delivered on March 3, 2015; and

WHEREAS, the City executed and delivered a Trust Agreement dated as of April 1, 2022 (the “2022 Trust Agreement”), and a Purchase Agreement dated as of April 1, 2022 (the “2022 Purchase Agreement”), pursuant to which Senior Lien Water and Sewer Revenue Obligations, Series 2022A (the “2022A Obligations”) in an aggregate principal amount of \$20,065,000 and Senior Lien Water and Sewer Revenue Refunding Obligations, Series 2022B (the “2022B Obligations”) and together with the 2022A Obligations, the “2022 Obligations”), in an aggregate principal amount of \$40,010,000, evidencing a proportionate interest of the owners of the 2022 Obligations in purchase price payments to be made by the City, were executed and delivered on April 6, 2022; and

WHEREAS, the City executed and delivered a Trust Agreement dated as of December 1, 2020 (the “2020 Trust Agreement”) and a Purchase Agreement dated as of December 1, 2020 (the “2020 Purchase Agreement”), pursuant to which Subordinate Lien Water and Sewer Revenue Refunding Obligations, Series 2020 (the “2020 Obligations”), in an aggregate principal amount of \$20,250,000, evidencing a proportionate interest of the owners of the 2020 Obligations in purchase price payments to be made by the City, were executed and delivered on December 17, 2020; and

WHEREAS, the City executed and delivered a Trust Agreement dated as of June 1, 2021 (the “2021 Trust Agreement”), and a Purchase Agreement dated as of June 1, 2021 (the “2021 Purchase Agreement”), pursuant to which Subordinate Lien Water and Sewer Revenue Obligations, Series 2021 (the “2021 Obligations”), in an aggregate principal amount of \$22,720,000, evidencing a proportionate interest of the owners of the 2021 Obligations in purchase price payments to be made by the City, were executed and delivered on June 10, 2021; and

WHEREAS, the City executed and delivered a Trust Agreement dated as of June 1, 2024 (the “2024 Trust Agreement”), and a Purchase Agreement dated as of June 1, 2024 (the “2024 Purchase Agreement”), pursuant to which Senior Lien Water and Sewer Revenue Refunding Obligations, Series 2024 (the “2024 Obligations”), in an aggregate principal amount of \$31,545,000, evidencing a proportionate interest of the owners of the 2024 Obligations in purchase price payments to be made by the City, were executed and delivered on June 26, 2024;

NOW, THEREFORE, in consideration for the Obligations executed, delivered and Outstanding under this Trust Agreement; the acceptance by the Trustee of the trusts created herein; the purchase and acceptance of the Obligations by the Owners, and to secure the payment of principal and interest (to the extent provided herein) represented by the Obligations, the rights of the Owners of the Obligations and the performance and the observance of the covenants and conditions contained in the Obligations, the Purchase Agreement and herein, the City absolutely and irrevocably pledges and assigns to the Trustee, and the Trustee hereby declares an irrevocable trust and acknowledges its acceptance of, all right, title and interest in and to the following described trust estate, which shall be administered by the Trustee according to the provisions of this Trust Agreement and for the equal and proportionate benefit of the Owners of the Obligations (the “Trust Estate”):

A. All right, title and interest of the Trustee, as Seller, in and to the Purchase Agreement, the Payments and any other amounts payable by the City under the Purchase Agreement (except those payments made pursuant to Section 11 thereof) and the present and continuing right to (i) make claim for, collect or cause to be collected, receive or cause to be received, all such revenues, receipts and other sums of money payable or receivable thereunder, (ii) bring actions and proceedings thereunder or for the enforcement of such rights, and (iii) do any and all other things which the Seller is or may become entitled to do thereunder.

B. Amounts on deposit from time to time in the funds and accounts created pursuant hereto, subject to the provisions of this Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein.

C. Any and all other real or personal property of any kind from time to time hereafter by delivery or by writing of any kind specifically conveyed, pledged, assigned or transferred, as and for additional security hereunder for the Obligations, by Seller or by anyone on its behalf or with its written consent, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

All rights declared in trust by the Trustee shall be administered by the Trustee according to the provisions of this Trust Agreement and for the equal and proportionate benefit of the Owners of the Obligations.

TO HAVE AND TO HOLD, all and singular, the Trust Estate, including all additional property which by the terms hereof has or may become subject to the encumbrance of this Trust Agreement, unto the Trustee and its successors and assigns, forever, subject, however, to the rights of the City, its successors and assigns, under the Purchase Agreement.

IN TRUST, however, for the equal and proportionate benefit and security of the Owners from time to time of the Obligations executed and delivered hereunder and Outstanding, none of the Obligations being entitled to priority or distinction one over the other in the application of the Net Revenues pledged by the Purchase Agreement to the Payments, regardless of the delivery of any of the Obligations prior to the delivery of any other of the Obligations, or regardless of the time or times principal represented by any Obligations is paid or is subject to prepayment, all of the Obligations being co-equal as to the pledge of and lien on the Net Revenues pledged for the Payments thereof subordinate to the Senior Obligations, and sharing ratably, without preference, priority or distinction, as to the source or method of payment from the Net Revenues or security therefor and conditioned, however, that if the City shall well and truly pay or cause to be paid fully and promptly when due all indebtedness, liabilities, obligations and sums at any time secured hereby, including interest and attorneys' fees, and shall promptly, faithfully and strictly keep, perform and observe or cause to be kept, performed and observed all of its covenants, warranties and agreements contained herein, this Trust Agreement shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trust and subject to the covenants and conditions hereinafter set forth. For such purposes, the City and the Trustee hereby agree as follows:

ARTICLE I DEFINITIONS

. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Trust Agreement, have the meanings herein specified.

“2025 Project” means the acquisition, construction and installation of certain improvements to the Systems described on Exhibit A of the Purchase Agreement.

“Acquisition Fund” means the fund of that name established pursuant to Article III hereof.

“Additional Senior Obligations” means any obligations issued on a senior lien basis with respect to the Net Revenues pursuant to the provisions of Section 6.4 hereof.

“Annual Debt Service Requirement” means the Principal Requirement and interest thereon in any Bond Year.

“Assumed Amortization Period” means with respect to any obligations either (i) 25 years or (ii) such lesser period that a Consultant certifies is reasonable in a written statement delivered to the Chief Financial Officer or Budget and Finance Director of the City.

“Assumed Interest Rate” means (i) with respect to outstanding variable rate obligations, 125% of the interest rate in effect on the date of determination, (ii) with respect to variable rate obligations not yet issued, 125% of the rate to be in effect on the date of issuance of the obligations, or (iii) with respect to obligations not described in (i) or (ii), the rate set forth in an opinion of a Consultant as the rate that similar obligations would bear on a level debt service basis over an Assumed Amortization Period if offered on the last day of the calendar month prior to the date of determination.

“Authorized City Representative” means the City Manager, the Assistant City Manager, the Chief Financial Officer or the Budget and Finance Director of the City, whether actual, acting or interim, or any other person designated to act in such capacity by a certificate of the City furnished to the Trustee containing the specimen signature of any of such persons, which certificate may designate an alternate or alternates.

“Authorized Denominations” means \$5,000 of principal represented by the Obligations due on a specific payment date or integral multiples thereof.

“Balloon Indebtedness” means a Senior Obligation issue which bears interest at a variable rate or rates and 25% or more of the original principal of which becomes payable on the same date, which portion of the original principal is not required by the Senior Obligation Agreement, authorizing such issue to be amortized by mandatory redemption or prepayment prior to such date.

“Bond Year” means a twelve-month period beginning July 2 of the calendar year and ending on the next succeeding July 1.

“Book Entry Form” or “Book Entry System” means, as to the Obligations, a form or system, as applicable, under which (i) physical Obligation certificates in fully registered form are issued only to a Depository or its nominee as Owner, with the physical Obligation certificates “immobilized” in the custody of, or on behalf of, the Depository, and (ii) the ownership of book entry interests in Obligations and principal of, premium, if any, and interest thereon may be transferred only through a book entry made by other than the City, the Trustee or the Registrar. The records maintained by entities other than the City, the Trustee or the Registrar constitute the written record that identifies the owners, and records the transfer, of book entry interests in those Obligations and principal of, premium, if any, and interest thereon.

“Business Day” means a day, other than Saturday or Sunday or federal holiday, on which banks located in the City and in the city or cities in which the Designated Office of the Trustee are all open for business during normal business hours.

“Closing Date” means with respect to any series of Obligations, the day when such Obligations, duly executed by the Trustee, are delivered to the Original Purchaser.

“Code” means the Internal Revenue Code of 1986, as amended from time to time. References to the Code and Sections of the Code include relevant applicable regulations and proposed regulations thereunder and under the Internal Revenue Code of 1954, as amended, and any successor provisions to those Sections, regulations or proposed regulations and, in addition, all revenue rulings, announcements, notices, procedures and judicial determinations under the foregoing applicable to the Obligations.

“Compound Interest Bonds” means bonds or obligations which for a stated period of time bear interest, which interest is calculated based on regular compounding, payable only (i) at the stated maturity or payment date or earlier redemption or prepayment or (ii) on a specified date from and after which date, such bonds or obligations bear interest payable on a regularly scheduled basis. Bonds or obligations described in clause (ii) above shall be deemed to be “Compound Interest Bonds” until the specified date on which the compound interest ceases to accrue.

“Consultant” means a nationally-recognized firm of utility consultants experienced in the financing and operation of water and sewer systems selected by the City.

“Costs of Issuance Fund” means the fund of that name established pursuant to Article III hereof.

“Council” or “Mayor and Council” means the governing body of the City, consisting of the Mayor and Council.

“Credit Facility” means a bank, financial institution, insurance company or indemnity company which performs one or more of the following tasks: (i) the enhancement of the City’s credit by assuring holders of any of the City’s bonds or obligations that principal of and interest on said bonds or obligations will be paid promptly when due (including the issuance of an insurance policy, surety bond or other form of security for a bond reserve account), or (ii) providing liquidity for the holders of bonds or obligations through undertaking to cause bonds or obligations

to be bought from the holders thereof when submitted pursuant to an arrangement prescribed by a subsequent ordinance or resolution duly enacted by the Mayor and Council of the City.

“Current Expenses” means all costs reasonably incurred in connection with the operation, use and maintenance of the Systems, including repairs and renewals (other than capital improvements and acquisition of sewer and water properties) necessary to keep the Systems in efficient and economical operating condition, including the payments of premiums for insurance hereinafter required to be carried on the Systems and generally all expenses, exclusive of depreciation, which under good accounting practice are properly chargeable to, and are reasonable and necessary to, the efficient maintenance and operation of the Systems, only to the extent that the funds and obligations escrowed for that purpose shall fail to be sufficient for such payments.

“Default Rate” means a rate of interest which is the lesser of ten percent (10%) per annum or the average rate of interest paid on the Obligations.

“Delivery Costs” means all items of expense directly or indirectly payable by or reimbursable to the City or the Trustee relating to the sale, execution and delivery of the Purchase Agreement, this Trust Agreement and the Obligations, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, verification agent fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Obligations and charges and fees in connection with the foregoing.

“Depository” means, as to the Obligations, The Depository Trust Company (a limited purpose trust company), New York, New York until a successor Depository shall have become such pursuant to the applicable provisions of this Trust Agreement and, thereafter, Depository shall mean the successor Depository. Any Depository shall be a securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a Book Entry System to record ownership of beneficial interests in Obligations or principal of, premium, if any, and interest thereon, and to effect transfers of Obligations, in Book-Entry Form.

“Depository Trustee” means any bank or trust company, which may include the Trustee, meeting the requirements of, and designated to act as, Depository Trustee pursuant to Section 13.1 of this Trust Agreement.

“Designated Office” of the Trustee, the Paying Agent or the Registrar, as applicable, means the office designated as such by the Trustee, the Paying Agent or the Registrar, as applicable, in writing to the City, the Trustee, the Paying Agent and the Registrar.

“Electronic Means” means the following communications methods: e-mail as a portable document format (“pdf”) or other replicating image attached to an e-mail, or secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee or another method or system in connection with its services hereunder, specified by the Trustee as available for use in connection with its services hereunder.

“Escrow Agent Agreement” means the Escrow Agent Agreement dated as of June 1, 2025 between the City and U.S. Bank Trust Company, National Association.

“Event of Default” means the occurrence of any of the events listed in Section 12.2(a) hereof or an event of default under the Purchase Agreement.

“Existing Senior Obligations” means the 2022 Obligations and the 2024 Obligations.

“Existing Subordinate Obligations” means the 2020 Obligations and the 2021 Obligations.

“Fiscal Year” means the period commencing each July 1 and ending June 30 of the succeeding calendar year, unless otherwise determined and designated by the City, and the Net Revenues shall be accounted for on that basis.

“Independent Counsel” means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the City or the Trustee.

“Interest Payment Date” means the first (1st) day of each January and July, provided that, if any such day is not a Business Day, any payment due on such date may be made on the next Business Day, without additional interest and with the same force and effect as if made on the specified date for such payment.

“Interim Senior Indebtedness” means a Senior Obligation issued with a maximum maturity of not more than 5 years which obligations are issued with the expectation of being refunded or refinanced with Senior Obligations, prior to or at maturity.

“Maximum Annual Debt Service” means an amount of money equal to the highest aggregate Principal Requirement and interest requirements of all Outstanding Senior Obligations or Outstanding Subordinate Obligations, as applicable, and any periodic fees paid to any providers of a Credit Facility related to such bonds or obligations to fall due and payable in the current or any future Bond Year. In case any bonds or obligations Outstanding or proposed to be issued shall bear interest at a variable rate, the interest requirement in each Bond Year during which such variable rate applies (i) in the case of bonds or obligations Outstanding (a) shall be for periods during such Bond Year for which the variable rate has been determined the rate or rates actually in effect during such period, and (b) shall be for periods during such Bond Year for which the variable rate has not yet been determined, the rate which is equal to 125% of the rate in effect on the date of determination or, (ii) in the case of bonds or obligations proposed to be issued shall be 125% of the initial interest rate; *provided* that the rate shall never exceed the maximum rate provided under the terms of issuance of such bonds or obligations. If obligations of the types described in Section 6.4(c), (d), (e) and (f) hereof are included in the calculation of Maximum Annual Debt Service, the appropriate Assumed Amortization Period and Assumed Interest Rate shall be used.

“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, and, if such corporation

shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

“**Net Revenues**” means that portion of the Revenues remaining after providing sufficient funds for the Current Expenses of the Systems.

“**Original Purchaser**” means RBC Capital Markets, LLC, as underwriter of the Obligations.

“**Outstanding**” when used with reference to the Senior Obligations or Subordinate Obligations, means the Senior Obligations or Subordinate Obligations which are outstanding and unpaid; *provided, however*, that such term shall not include Senior Obligations or Subordinate Obligations (a) which have matured or are due for payment and for which moneys are on deposit with the Registrar for the applicable Obligations, or are otherwise properly available in an amount sufficient to pay all principal and interest then due and payable thereon, or (b) provision for the payment of which has been made by the City in accordance with the applicable Senior Obligation Agreement or Subordinate Obligation Agreement.

“**Owner**” or any similar term, when used with respect to an Obligation, means the person in whose name such Obligation shall be registered.

“**Paying Agent**” means the Trustee.

“**Payment Date**” means any date on which a Payment is due from the City as designated on Exhibit B to the Purchase Agreement.

“**Payment Request Form**” means the form set forth in Exhibit B attached hereto.

“**Payment Fund**” means the fund of that name established pursuant to Article V hereof.

“**Permitted Investments**” means any Qualified Permitted Investments and, if and to the extent the same are at the time legal for the investment of the City’s money:

(a) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export-Import Bank
- Rural Economic Community Development Administration
- U.S. Maritime Administration
- Small Business Administration
- U.S. Department of Housing & Urban Development (PHAs)
- Federal Housing Administration
- Federal Financing Bank

(b) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC)
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System

(c) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks (including the Trustee and its affiliates) which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

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

(e) Investments in a money market fund (including those of the Trustee or its affiliates) rated "AAAm" or "AAAm-G" or better by S&P;

(f) Pre-funded Municipal Obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(A) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Moody's or S&P or any successors thereto; or

(B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations consisting of direct obligations issued by the United States government (including obligations issued or held in book entry form on the books of the Department of The Treasury of the United States of America), which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate; and

(g) Municipal obligations rated "Aaa/AAA" or general obligations of states with a rating of "A2/A" or higher by both Moody's and S&P.

The value of the above investments shall be determined as follows:

(a) For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at market value.

(b) As to certificates of deposit and bankers' acceptances: the face amount thereof, plus accrued interest thereon; and

(c) As to any investment not specified above: the value thereof established by prior agreement among the City and the Trustee.

“Principal Requirement” means, as of any date of calculation, the sum of (a) the principal amount of Senior Obligations or Subordinate Obligations, as applicable, falling due during the then current Bond Year plus (b) the amount of principal of Senior Obligations or Subordinate Obligations, as applicable, required to be redeemed pursuant to a mandatory redemption or prepayment feature during the then current Bond Year. In computing the Principal Requirement, an amount of Senior Obligations or Subordinate Obligations, as applicable, required to be redeemed pursuant to mandatory redemption or prepayment in each year shall be deemed to fall due in that year and (except in case of default in observing a mandatory redemption or prepayment requirement) shall be deducted from the amount of Senior Obligations or Subordinate Obligations, as applicable, maturing or due for payment on the scheduled maturity date or payment date. In the case of Senior Obligations or Subordinate Obligations, as applicable, supported by a Credit Facility, the Principal Requirements for such Senior Obligations or Subordinate Obligations shall be determined in accordance with the principal retirement schedule specified in the proceedings authorizing the issuance of such Senior Obligations or Subordinate Obligations, as applicable, rather than by any amortization schedule set forth in such Credit Facility. A Senior Obligation Agreement authorizing the issuance or providing for the sale of Senior Obligations, or Subordinate Obligation Agreement authorizing the issuance of or providing for the sale of Subordinate Obligations, as applicable, which are Compound Interest Bonds may amend the definition of “Principal Requirement” to include accreted interest on such a Compound Interest Bond. For purposes of calculating the Principal Requirement for any year, the City shall reduce the amount of the Principal Requirement in any year by the amount of any monies deposited by the City into a special fund for use to pay the Principal Requirement in any such year.

“Projects” means, collectively, the Refinanced Projects and the 2025 Project.

“Project Costs” means, with respect to the 2025 Project, all costs of acquiring the 2025 Project and all costs incurred by Trustee or City with respect to the transaction to which this Trust Agreement pertains.

“Qualified Permitted Investments” means:

- (1) Cash;
- (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series -- “SLGs”) (“Treasuries”);
- (3) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America;
- (4) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America;

(5) evidence of ownership of proportionate interest in future interest and principal payments on investments described in (2), (3) and (4) above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Securities are not available to any person claiming through the custodian or to whom the custodian may be obligated;

(6) pre-refunded municipal bonds rated “Aaa” by Moody’s and “AAA” by S&P. If however, the issue is only rated by S&P (i.e., there is no Moody’s rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or “AAA” rated pre-refunded municipals to satisfy this condition; and

(7) securities eligible for “AAA” defeasance under the existing criteria of S&P at the time of the defeasance.

“Record Date” means the close of business of the Trustee on the fifteenth day of the month preceding an Interest Payment Date.

“Refinanced Projects” means the projects refinanced by the 2015 Obligations.

“Refunded Obligations” means the 2015 Obligations maturing July 1, 2026, July 1, 2027 and July 1, 2028.

“Registrar” means the Trustee.

“Regular Record Date” means, for the Obligations, the close of business on the fifteenth day of the month preceding each Interest Payment Date.

“Revenues” means all income, moneys and receipts to be received directly or indirectly from the ownership, use or operation of the Systems, including without limiting the generality of the foregoing, interest received on, and profits realized from the sale of, investments made with moneys of the Systems.

“S&P” means S&P Global Ratings, a business unit of Standard and Poor’s Financial Services LLC business, its successors and assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

“Seller” means the Trustee in its trust capacity as Seller under the Purchase Agreement.

“Senior Obligation Agreement” means the 2022 Purchase Agreement, the 2024 Purchase Agreement and any other agreement authorizing or relating to the execution and delivery of Additional Senior Obligations.

“Senior Obligations” means the Existing Senior Obligations, the Obligations and any Additional Senior Obligations.

“State” means the State of Arizona.

“Subordinate Obligation Agreement” means the 2020 Purchase Agreement, the 2021 Purchase Agreement and any other agreement authorizing or relating to the execution and delivery of Subordinate Obligations.

“Subordinate Obligations” means the Existing Subordinate Obligations and any additional bonds or other obligations issued on a parity with the Existing Subordinate Obligations and subordinate to the Senior Obligations, as to their lien on the Net Revenues.

“Water and Sewer Systems” or “Systems” means the properties and facilities of the complete Water and Sewer Systems of the City, whether lying within or without the boundaries of the City, as now existing and as they may hereafter be improved or extended while any of the Existing Senior Obligations, the Obligations or Additional Senior Obligations herein permitted to be issued on a parity therewith remain outstanding; all improvements, additions and extensions thereto or replacements thereof hereafter constructed or acquired by purchase, contract, or otherwise; and all contracts, rights, agreements, leases and franchises of every nature owned by the City and used in the operation of the Water and Sewer Systems or any part or portion thereof.

Words importing persons include firms, associations and corporations, and the singular and plural forms of words shall be deemed interchangeable wherever appropriate.

. 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 of this Trust Agreement by the officers and persons signing it.

ARTICLE II SPECIAL REVENUE OBLIGATIONS

. The Trustee is hereby authorized and directed to execute and deliver to the Original Purchaser, Obligations in an aggregate principal amount of \$_____ evidencing proportionate ownership interests in the Purchase Agreement and all Payments.

. Each Obligation shall be dated as of its date of initial delivery, and interest with respect thereto shall be payable from such date, or from the most recent Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Obligations.

. The Obligations shall be in Authorized Denominations, except that no Obligation may have principal payable in more than one year. The Obligations shall become due on the dates and in the principal amounts, and interest with respect thereto shall be computed at the rates, as shown below:

Payment Dates (July 1)	Principal Amounts	Interest Rates
_____	_____	_____

Payment Dates (July 1)	Principal Amounts	Interest Rates
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(a) **Generally.** The Obligations shall be in fully registered form and numbered in such manner and may carry such other designations as determined by the Trustee in order to distinguish each Obligation from any other Obligation. The fully registered form of the Obligations and the assignment to appear thereon shall be substantially in the form set forth in Exhibit A, attached hereto and incorporated herein.

(i) The interest on the Obligations until they come due shall be payable on each Interest Payment Date beginning on January 1, 2026. Said interest shall represent the portion of the Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date with respect to the Obligations. The proportionate share of the portion of the Payments designated as interest with respect to any Obligation shall be computed by multiplying the portion of Payments designated as principal with respect to such Obligation by the rate of interest applicable to such Obligation (on the basis of a 360-day year of twelve 30-day months).

(ii) Additional details of the Obligations shall be as set forth in the form of Obligations, as attached hereto as Exhibit A.

(iii) No Obligation shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Trust Agreement unless and until executed and delivered by the Trustee. The execution by the Trustee of any Obligation shall be conclusive evidence that the Obligation so executed has been duly authorized and delivered hereunder and is entitled to the security and benefit of this Trust Agreement. The Obligation may be executed by any person authorized by the Trustee, but it shall not be necessary that the same authorized person sign all of the Obligations. Any Obligation may be executed on behalf of the Trustee by such person as at the actual date of the execution of such Obligation shall be the proper officer of the

Trustee, although at the nominal date of such Obligation or on the date of delivery of such Obligation, such person shall not have been such officer of the Trustee. In executing the Obligations, the Trustee shall add the actual date of its execution of Obligations.

(b) **Book-Entry-Only System.** The Obligations shall be initially issued to a Depository for holding in a Book Entry System, without further action by the City. There shall be a single Obligation representing the entire aggregate principal amount of each stated payment date of the Obligations of each series and such Obligation shall be registered in the name of the Depository or its nominee, as Owner, and immobilized initially in the custody of the Depository.

(i) The Trustee, pursuant to a request by the City for the removal or replacement of the Depository, and upon 30 days' written notice to the Depository, may remove or replace the Depository. The Trustee agrees to remove or replace the Depository at any time at the request of the City. No other action by the City shall be required to effect such a removal or replacement. The Depository may determine not to continue to act as Depository for the Obligations upon 30 days' written notice to the Trustee. The Owners have no right to either a Book Entry System or a Depository for the Obligations.

(ii) Notwithstanding any other provision of this Trust Agreement or the Obligations, so long as the Obligations are in a Book Entry System and the Depository or its nominee is the Owner of the Obligations:

(A) *Presentation.* Presentation of Obligations to the Paying Agent at prepayment or at the stated payment date shall be deemed made to the Paying Agent when the right to exercise ownership rights in the Obligations through the Depository or the Depository's participants is transferred by the Depository on its books.

(B) *Fractionalized Representation.* The Depository may present notices, approvals, waivers, votes or other communications required or permitted to be made by Owners under this Trust Agreement on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the Obligations through the Depository or its participants.

(C) *Obligations Not Registered to City.* Obligations purchased by the City shall not be registered in the name of the City on the Register maintained by the Trustee and shall not be physically held by any party other than the Depository.

(D) *Limitations on Transfer.* Obligations or any portion thereof shall not be transferable or exchangeable except:

(1) To any successor of the Depository;

(2) To any new Depository not objected to by the Trustee, upon (a) the resignation of the then current Depository or its successor from its functions as Depository, or (b) termination of the use of the Depository by direction of the City; or

(3) To any persons who are the assigns of the Depository or its nominee, upon (a) the resignation of the Depository from its functions as Depository hereunder or (b) termination by the City of use of the Depository.

(iii) If the use of the Book Entry System is discontinued, then after the Trustee has made provision for notification of the beneficial owners of their book entry interests in the Obligations by appropriate notice to the then Depository, the City and the Trustee shall permit withdrawal of the Obligations from the Depository, and authenticate and deliver Obligation certificates in fully registered form, in the applicable series, and in denominations authorized by this Section to the assignees of the Depository or its nominee. Such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing or otherwise preparing, and delivering, such replacement Obligation certificates) of the City.

(iv) Subject to any arrangements made by the Trustee with a Depository with respect to the Obligations held in a Book Entry System, which arrangements are hereby authorized subject to the approval of the City, principal of, premium, if any, and interest on any Obligation shall be payable as provided in this Trust Agreement.

Neither the City nor the Trustee shall have any responsibility or obligation to Depository participants or the persons for whom they act as nominees with respect to the Obligations regarding accuracy of any records maintained by the Depository or Depository participants, the payments by the Depository or Depository participants of any amount in respect of principal, prepayment price or interest on the Obligations, any notice which is permitted or required to be given to or by Owners hereunder (except such notice as is required to be given by the City to the Trustee or to the Depository), or any consent given or other action taken by the Depository as Owner.

. The Obligations shall be executed by and in the name of the Trustee by the manual signature of an authorized representative of the Trustee. If any officer whose signature appears on any Obligation ceases to be such officer before the Closing Date, such signature shall nevertheless be as effective as if the officer had remained in office until the Closing Date. Any Obligation may be executed on behalf of the Trustee by such person as at the actual date of the execution of such Obligation shall be the proper officer representative of the Trustee although at the nominal date of such Obligation such person shall not have been such officer representative of the Trustee.

. The proceeds received by the Trustee from the sale of the Obligations (i.e., \$ _____) (which represents the par amount of the Obligations, plus original issue premium of \$ _____, less Underwriter's discount of \$ _____) shall be deposited by the Trustee into the following respective funds and accounts and in the following order of priority:

(i) The Trustee shall deposit the amount of \$ _____ to the Costs of Issuance Fund; (ii) the Trustee shall deposit the amount of \$ _____ to the Acquisition Fund for acquisition of the 2025 Project; and (iii) \$ _____ shall be transferred to U.S. Bank Trust Company, National Association as escrow agent for the Refunded Obligations pursuant to the Escrow Agent Agreement.

. If the Book-Entry-Only System is not in effect, the following provisions apply:

(a) **Transfer of Obligations.** Any Obligation may, in accordance with its terms, be

transferred upon the books required to be kept pursuant to the provisions of Section 2.11 hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Obligation for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Obligation or Obligations shall be surrendered for transfer, the Trustee shall execute and deliver a new Obligation or Obligations in fully registered form of the same series, stated payment date and interest rate and for a like aggregate principal amount.

(b) **Exchange of Obligations.** Obligations may be exchanged at the Designated Office of the Trustee for a like aggregate principal amount of Obligations of Authorized Denominations of the same series, stated payment date and interest rate. In connection with any such exchange or transfer of Obligations, the Owner requesting such exchange or transfer shall, as a condition precedent to the exercise of the privilege of making such exchange or transfer, remit to the Trustee an amount sufficient to pay any tax, or other governmental charge required to be paid, other than one imposed by the City, or any fee or expense of the Trustee or the City with respect to such exchange or transfer.

. If any Obligation shall become mutilated, the Trustee, at the expense of the Owner of said Obligation, shall execute and deliver a new Obligation of like tenor, series, stated payment date, interest rate and amount in exchange and substitution for the Obligation so mutilated, but only upon surrender to the Trustee of the Obligation so mutilated. Any mutilated Obligation so surrendered to the Trustee shall be cancelled by it and redelivered to, or upon the order of, the Obligation Owner. If any Obligation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and if (i) such evidence is satisfactory to the Trustee and (ii) an indemnity satisfactory to the Trustee shall be given, then the Trustee, at the expense of the Obligation Owner, shall execute and deliver a new Obligation of like tenor, series, stated payment date, interest rate and amount and numbered as the Trustee shall determine in lieu of and in substitution for the Obligation so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Obligation delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out its duties under this Section. Any Obligation issued under the provisions of this Section in lieu of any Obligation alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Obligations secured by this Trust Agreement. The Trustee shall not be required to treat both the original Obligation and any replacement Obligation as being Outstanding for the purpose of determining the principal amount of Obligations which may be executed and delivered hereunder or for the purpose of determining any percentage of Obligations Outstanding hereunder, but both the original and replacement Obligation shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Obligation for an Obligation which (i) has been mutilated, lost, destroyed or stolen and (ii) has reached its stated payment date, the Trustee may make payment with respect to such Obligation upon receipt of the aforementioned indemnity.

Section 2.9 Payment.

(a) If the Book-Entry-Only System is in effect, payment of principal, interest and premium, if any, with respect to the Obligations will be paid when due in immediately available funds by wire transfer to the Depository.

(b) If the Book-Entry-Only System is not in effect, the following shall apply:

(i) Payment of interest due with respect to any Obligation on any Interest Payment Date shall be made to the person appearing on the registration books of the Trustee as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed on the date due by first class mail to such Owner at his address as it appears on such registration books.

(ii) The principal and premium, if any, with respect to the Obligations shall be payable in lawful money of the United States of America upon surrender of such Obligations when due at the Designated Office of the Trustee.

(iii) Principal, interest and premium, if any, payable to any securities depository or to any Owner of \$1,000,000 or more in principal amount of Obligations shall be paid by wire transfer in immediately available funds to an account in the United States if the Owner makes a written request of the Trustee at least twenty (20) days before the payment date specifying the account address. The notice may provide that it shall remain in effect for subsequent payments until otherwise requested in a subsequent written notice.

(c) If and to the extent that the City shall fail to make payment or provision for payment of interest on any Obligation when payable pursuant to Section 2.2 hereof, that interest shall cease to be payable to the person who was the Owner of that Obligation as of the applicable Regular Record Date. When moneys become available for payment of the interest, (i) the Trustee shall establish a special record date for the payment of that interest which shall be not more than fifteen (15) nor fewer than ten (10) days prior to the date of the proposed payment (the "Special Record Date") and (ii) the Trustee shall cause notice of the proposed payment and of the Special Record Date to be mailed by first class mail, postage prepaid, to each Owner at its address as it appears on the Register not fewer than ten (10) days prior to such Special Record Date and, thereafter, the interest shall be payable to the persons who are the Owners of the Obligations at the close of business on such Special Record Date.

(a) Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Obligation Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Obligations. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of the Obligations, shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided) if made in the following manner:

(i) The fact and date of the execution by any Owner or his attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons

signing such instruments acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(ii) The fact of the ownership of the Obligations by any person and the amount, the stated payment date and the numbers of such Obligations and the date of his holding the same be proved on the registration books maintained pursuant to Section 2.11 hereof.

(b) Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Obligation shall bind every future Owner of the same Obligation in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

(c) For so long as the Book-Entry-Only System is in effect, in the event that any provision of this Trust Agreement or the Purchase Agreement requires the procurement of the consent of all or a certain percentage of Owners of the Obligations, the Trustee shall be entitled to rely (i) upon the written indication given by the Depository that it has obtained the consent of the beneficial owners of the requisite principal amount of such Obligations or (ii) if proof of beneficial ownership and indemnification satisfactory to the Trustee has been provided to the Trustee, upon the written consent given by the beneficial owners of the requisite principal amount of such Obligations.

. The Trustee will keep, or cause to be kept, at its Designated Office, sufficient books for the registration and transfer of the Obligations which shall at all times during regular business hours be open to inspection by the City and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer, or cause to be registered or transferred, on said books, Obligations as hereinbefore provided.

(a) Notwithstanding any provision of this Trust Agreement or of any Senior Obligation to the contrary, with the approval of the City (exclusive of any agreements with a Depository), any Paying Agent may enter into an agreement with any Owner providing for making all payments to that Owner of principal of, premium, if any, and interest on that Senior Obligation or any part thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner other than as provided in this Trust Agreement and in the Senior Obligation, without presentation or surrender of the Senior Obligation, upon any conditions which shall be satisfactory to the Paying Agent and the City; provided, that payment in any event shall be made to the person in whose name a Senior Obligation shall be registered on the Register, with respect to payment of principal and premium, on the date such principal and premium is due, and, with respect to the payment of interest, as of the applicable Regular Record Date or Special Record Date, as the case may be.

(b) Upon request, the Paying Agent will furnish a copy of each of those alternative payment agreements, certified to be correct by an officer of the Paying Agent, to the

Trustee, the Registrar and the City. Any payment of principal of, premium, if any, and interest on any Senior Obligation pursuant to such an alternative payment agreement shall constitute payment thereof pursuant to, and for all purposes of, this Trust Agreement. During any period in which such an alternative payment agreement shall be in effect (i) the City shall notify the Trustee in writing of each such payment made and (ii) the Trustee shall not be deemed to have any notice of any failure of the City to make any payment when due unless it has received notice of such failure in writing from the City, the Paying Agent or the Owner of such Senior Obligation (provided that a failure to give any such notice will not affect the obligation of the City to make any such payment).

. In the event any check for payment of interest on an Obligation is returned to the Trustee unendorsed or is not presented for payment within two (2) years from its payment date, or any Obligation is not presented for payment of principal at the stated payment date or prepayment date, if funds sufficient to pay such interest or principal due upon such Obligation shall have been made available to the Trustee for the benefit of the Owner thereof, it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Obligation who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Obligation or amounts due thereunder. The Trustee's obligation to hold such funds shall continue for two years and six months following the date on which such interest or principal payment became due (subject to applicable escheat laws), whether at the stated payment date or prepayment date, or otherwise, at which time the Trustee shall surrender such unclaimed funds so held to the City, whereupon any claim of whatever nature by the Owner of such Obligation arising under such Obligation shall be made upon the City.

ARTICLE III ACQUISITION AND COSTS OF ISSUANCE FUNDS

Section 3.2 . The Trustee shall establish a special trust fund designated as the "City of Glendale 2025 Project Acquisition Fund" (hereinafter referred to as the "Acquisition Fund"); shall keep such fund separate and apart from all other funds and moneys held by it; and shall administer such fund as provided in this Agreement.

(a) The amount in the Acquisition Fund will be applied to the payment of the 2025 Project Costs, as hereinafter provided, upon receipt of a duly executed Payment Request Form in substantially the form attached hereto as Exhibit B, certified by the Authorized City Representative. The Trustee shall remit to the payee designated in the Payment Request Form, the amount requested to be paid in such Payment Request Form within three (3) Business Days following submission of such Payment Request Form. The City shall not submit, in the aggregate, more than four Payment Request Forms in any one calendar month. The Trustee shall be fully protected in relying upon such Payment Request Forms delivered pursuant to this Section and shall not be required to make any investigation in connection therewith.

(b) 2025 Project Costs will be paid directly to the payee named in the Payment Request Form unless the City Representative requests payment to be made to the payee and another party jointly, in which case such cost shall be paid jointly.

(c) Should any shortfall or deficiency occur in either the Cost of Issuance Fund or the Acquisition Fund, the City shall pay, but solely from Net Revenues, such amounts to the Trustee.

(d) Pursuant to the Purchase Agreement and subject to the terms and conditions thereof, the City has irrevocably been appointed by the Trustee as its sole and exclusive agent to act for and on behalf of the Trustee in the acquisition, construction or installation of the 2025 Project.

Section 3.3 Timing of Expenditures. The City shall use moneys in the Acquisition Fund in accordance with the Tax Certificate of the City dated June ___, 2025.

Section 3.4 Establishment and Application of Costs of Issuance Fund.

(a) The Trustee shall establish a special trust fund designated as the “City of Glendale 2025 Senior Lien Water and Sewer Revenue Obligations Costs of Issuance Fund” (herein referred to as the “Costs of Issuance Fund”), shall keep such Costs of Issuance Fund separate and apart from all other funds and moneys held by it, and shall administer such Costs of Issuance Fund as provided in this Article III.

(b) Amounts in the Costs of Issuance Fund shall be disbursed for Delivery Costs. Disbursements from the Costs of Issuance Fund shall be made by the Trustee upon receipt of a certificate requesting disbursement executed or approved by the Authorized City Representative. Each such certificate shall set forth (i) the amounts to be disbursed for payment, or reimbursement of previous payments, of Delivery Costs and (ii) the person or persons to whom said amounts are to be disbursed. The Trustee shall be fully protected in relying upon such certificate delivered pursuant to this Section and shall not be required to make any investigation in connection therewith.

(c) On the earlier of September 1, 2025, or when all Delivery Costs associated with the Obligations have been paid (as shown by a certificate of an Authorized City Representative), the Trustee shall transfer any amounts remaining in the Costs of Issuance Fund to the Payment Fund and the Costs of Issuance Fund shall be closed.

The City shall be required to make Payments as required in Section 1(d) of the Purchase Agreement as necessary to make the payments shown on Exhibit B to the Purchase Agreement, taking into account any funds on deposit in the Payment Fund as a credit towards any Payment then due. The Trustee, not less than ten (10) Business Days prior to each Payment Date, shall notify the City of the amount required to be paid on that Payment Date after taking into account interest earnings which will be transferred to the Payment Fund in accordance herewith.

**ARTICLE IV
PREPAYMENT OF OBLIGATIONS**

(a) The Obligations with a stated payment date on and prior to July 1, 20__ will not be subject to prepayment prior to their stated payment dates. The Obligations with a stated payment date on and after July 1, 20__ will be subject to optional prepayment prior to their stated payment dates by the City from any available funds, in whole or in part in denominations of \$5,000 of

principal or integral multiples thereof from Obligations of a stated payment date selected by the City, on July 1, 20__ and on any date thereafter, at a prepayment price equal to the principal amount of Obligations being prepaid plus accrued interest to the date fixed for prepayment, without premium.

. The Obligations shall be prepaid only in the principal amounts of \$5,000 each or integral multiples thereof. The City shall, at least forty-five (45) days prior to the prepayment date, notify the Trustee of such prepayment date and of the payment dates of the Obligations and the principal amount of the Obligations of any such payment date to be prepaid on such date. For the purposes of any prepayment of less than all of the Obligations of a single payment date, if the Obligations are not held in a book-entry-only system as described in Section 2.4, the particular Obligations or portions of Obligations of such payment date to be prepaid shall be selected by the Trustee by lot accordance with its standard procedures not more than forty-five (45) nor less than thirty (30) days prior to the prepayment date by such selection methods as the Trustee shall in its sole discretion deem appropriate and fair; provided, however, that such selection methods shall provide for the selection of Obligations or portions thereof for prepayment in principal amounts of \$5,000 or integral multiples thereof such that any \$5,000 Obligation or \$5,000 portion of an Obligation on such payment date shall be as likely to be called for prepayment as any other such \$5,000 Obligation or \$5,000 portion thereof. The Trustee shall promptly notify the City in writing of the Obligations so selected for prepayment, and the City will provide the Trustee within thirty (30) days a recomputed payment schedule for the Purchase Agreement.

(a) The Trustee shall cause notice of any prepayment of Obligations hereunder to be mailed to the Owners of all of the Obligations to be prepaid at the addresses appearing in the register kept for such purpose pursuant to Section 2.11. Each such notice shall (1) be sent no more than 60 nor less than 30 calendar days prior to the prepayment date, (2) identify the Obligations to be prepaid (specifying the CUSIP numbers, if any, assigned to the Obligations), (3) specify with respect to the Obligations being prepaid their series, their date of issue, their payment date, their prepayment date and their prepayment price, (4) set forth the name, address and telephone number of the person from whom information pertaining to the prepayment may be obtained, (5) state that on the prepayment date the Obligations to be prepaid will be payable at the Designated Office, that from that date interest will cease to accrue and that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Obligations, and (6) state whether the prepayment is conditional. No defect affecting any Obligation, whether in the notice of prepayment or the delivery thereof (including any failure to mail such notice), shall affect the validity of the prepayment proceedings for any other Obligations.

(b) If at the time of mailing of notice of an optional prepayment of Obligations, there has not been deposited with the Trustee moneys or Qualified Permitted Investments sufficient to prepay all Obligations subject to such prepayment and the requirements of (e) below are not satisfied, then such notice shall state that the prepayment is conditional upon the deposit of moneys or Qualified Permitted Investments sufficient for the prepayment with the Trustee and satisfaction of such requirements not later than the opening of business on the prepayment date, and such notice will be of no effect and such Obligations shall not be prepaid unless such moneys or Qualified Permitted Investments are so deposited and such requirements in (e) below are met.

(c) Any notice of prepayment shall be mailed by first-class mail, postage prepaid; provided that any notice of prepayment given to any Owner of \$1,000,000 or more in aggregate principal amount of Obligations also shall be transmitted electronically. A certificate of the Trustee shall conclusively establish the mailing or delivery of any such notice for all purposes.

(d) Notice having been mailed in the manner provided in (a) above, the Obligations and portions thereof called for prepayment shall become due and payable on the prepayment date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the prepayment price, plus interest accrued to the prepayment date.

(e) If the money or Qualified Permitted Investments for the prepayment of all of the Obligations and portions thereof to be prepaid, together with interest accrued thereon to the prepayment date, is held by the Trustee on the prepayment date, so as to be available therefor on that date, then from and after the prepayment date those Obligations and portions thereof to be prepaid shall cease to bear interest and no longer shall be considered to be Outstanding hereunder. If those moneys shall not be so available on the prepayment date, those Obligations and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for prepayment.

(f) All moneys deposited in the Payment Fund and held by the Trustee for the prepayment of particular Obligations shall be held in trust for the account of the Owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Obligations.

. Upon surrender of any Obligation prepaid in part only, the Trustee shall execute and deliver to the Owner thereof, at the expense of the City, a new Obligation or Obligations, prepared by the City, of Authorized Denominations equal in aggregate principal amount to the unprepaid portion of the Obligation surrendered and of the same series and payment date.

The Trustee, upon the written request of the City shall purchase Obligations as specified by the City in the open market at a price not exceeding a price set by the City. Such purchase of Obligations shall be made with funds provided by the City and not with any portion of the Trust Estate or any Qualified Permitted Investments. Upon purchase by the Trustee, such Obligations shall be treated as delivered for cancellation. Nothing in this Trust Agreement shall prevent the City from purchasing Obligations on the open market without the involvement of the Trustee and delivering such Obligations to the Trustee for cancellation.

ARTICLE V PAYMENTS; PAYMENT FUND

. The Trustee holds in trust hereunder all of its rights and duties in the Purchase Agreement, including, but not limited to, all of the rights to receive and collect all of the Payments and all other amounts required to be deposited in the Payment Fund. All the Payments and such other amounts to which the Seller may at any time be entitled shall be paid directly to the Trustee in trust, and all of the Payments collected or received by the Trustee shall be held by the Trustee in trust hereunder in the Payment Fund, for the benefit of the Owners.

. The Trustee shall establish a special trust fund designated as the “City of Glendale 2025 Senior Lien Water and Sewer Revenue Obligations Payment Fund” (which shall also be known as

the “Payment Fund”). All moneys at any time deposited by the Trustee in the Payment Fund shall be held by the Trustee in trust for the benefit of the Owners of the Senior Obligations. So long as any Senior Obligations are Outstanding, the City shall have no beneficial right or interest in the Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

. The City shall be required to make Payments as shown on Exhibit B to the Purchase Agreement, taking into account any funds on deposit in the Payment Fund as a credit towards any Payment then due. The Trustee, not less than ten (10) Business Days prior to each Payment Date, shall notify the City of the amount required to be paid after taking into account interest earnings which will be transferred to the Payment Fund in accordance herewith, on or before such Payment Date. All amounts received by the Trustee as Payments shall be deposited in the Payment Fund.

. All amounts in the Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of, prepayment premium, if any, and interest on, the Senior Obligations as the same shall become due and payable, in accordance with the provisions of Article II and Article IV hereof.

. Subject to Section 7.7 pertaining to arbitrage rebate, the Trustee shall, at least annually fifteen days prior to each July 1 Interest Payment Date, transfer any remaining income or profit on the investment of moneys in the funds hereunder to the Payment Fund.

. Any surplus remaining in any of the funds created hereunder, after prepayment and payment or provision for prepayment and payment of all amounts represented by the Obligations, including accrued interest and payment of any applicable fees, expenses or indemnities to the Trustee, or provision for such prepayment and payment having been made to the satisfaction of the Trustee shall be withdrawn by the Trustee and remitted to the City.

ARTICLE VI PLEDGE AND LIEN

. The Payments and all other amounts due under the Purchase Agreement are payable from a pledge of, and secured by a lien on, the Net Revenues as may be necessary for their prompt and punctual payment. Said pledge of, and said lien on, the Net Revenues is irrevocably made and created by the City pursuant to the Purchase Agreement for the prompt and punctual payment of amounts due under the Purchase Agreement according to its terms, and to create and maintain the funds as specified therein and herein. None of the Senior Obligations shall be entitled to priority or distinction one over the other in the application of the Net Revenues thereby pledged to the payment thereof, regardless of the issue of the Senior Obligations in series, or the delivery of any of the Senior Obligations prior to the delivery of any other of the Senior Obligations of said series, or regardless of the time or times the Senior Obligations become due for payment or prepayment. All of the Senior Obligations are co-equal as to the pledge of and lien on the Net Revenues pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from the Net Revenues or security therefor.

. The Trustee and the City hereby agree not to make or create or suffer to be made or created any assignment or lien having priority or preference over the assignment and lien hereof upon the

interests granted hereby or any part thereof. The Trustee and the City agree that no obligations the payment of which is secured by an equal claim on or interest in property or revenues pledged hereunder will be issued by either except in lieu of, or upon transfer of registration or exchange of, any Senior Obligation as provided herein and except for Additional Senior Obligations. The City and the Trustee covenant and agree to take such action as is necessary from time to time to preserve the priority of the pledge of the Trust Estate under applicable law.

. The pledge of Net Revenues under the Purchase Agreement is on a parity with the pledge of Net Revenues for the benefit of the Existing Senior Obligations and any Additional Senior Obligations and is senior to the pledge of Net Revenues to payments due on or with respect to the Subordinate Obligations.

(a) So long as any of the Obligations remain Outstanding and the principal and interest thereon shall be unpaid or unprovided for or any other amounts remain unpaid or unprovided for hereunder, the City will not further encumber the Net Revenues pledged hereunder on a basis senior to the pledge hereunder unless either of the following two tests are met:

(i) The Net Revenues received for the most recently completed Fiscal Year are not less than 120% of the aggregate Maximum Annual Debt Service on Senior Obligations, taking the proposed Additional Senior Obligations into account as if they had been issued at the beginning of such Fiscal Year; or

(ii) The Net Revenues for the most recently completed Fiscal Year are not less than 110% of the aggregate Maximum Annual Debt Service on Senior Obligations, taking the proposed Additional Senior Obligations into account as if they had been issued at the beginning of such Fiscal Year, and the Net Revenues for the full Fiscal Year following the date on which the capital improvements to be financed by the Additional Senior Obligations are expected to be placed in operation are not expected to be less than 125% of the aggregate Maximum Annual Debt Service on Senior Obligations, taking the proposed Additional Senior Obligations into account, as evidenced by a Consultant's report filed with the Chief Financial Officer or the Budget and Finance Director of the City.

Any calculations or projections required pursuant to this subsection may contain the following adjustments to Net Revenues:

(i) An adjustment equal to 100% of the increased annual amount attributable to any revision in the schedule of rates and charges imposed on or before the date of adoption of the ordinance authorizing the Additional Senior Obligations and not fully reflected in the audited Net Revenues actually received during the most recently completed Fiscal Year. Such adjustment shall be based upon certification by the Consultant as to the amount of the Net Revenues which would have been received during said Fiscal Year had the new rates been in effect throughout said Fiscal Year.

(ii) An adjustment equal to 100% of additional new Net Revenues estimated to be received in the first Fiscal Year after the capital improvements to be financed from the proceeds of the Additional Senior Obligations are expected to be placed into operation resulting

from connections to the Water and Sewer Systems, to the extent that such new Net Revenues are not taken into account under Subsection 6.4(a) above, as evidenced by a Consultant's report filed with the Chief Financial Officer or the Budget and Finance Director of the City.

(b) Additional Senior Obligations may be issued without meeting the tests set forth in Subsection 6.4(a) above to complete any capital improvement for which an issue of Senior Obligations are issued.

(c) Interim Senior Indebtedness may be issued if one of the required tests set forth in Subsection 6.4(a) are met assuming that the Interim Senior Indebtedness is amortized on a level debt service basis over the Assumed Amortization Period at the Assumed Interest Rate.

(d) Additional Senior Obligations may be issued as commercial paper if (i) either (y) one of the required tests set forth in Subsection 6.4(a) are met assuming the commercial paper is amortized with level debt service over the Assumed Amortization Period at the Assumed Interest Rate or (z) the commercial paper is issued solely to refund other commercial paper indebtedness, and (ii) the term of any Credit Facility issued in connection with the commercial paper is at least 9 months.

(e) Additional Senior Obligations may be issued as Balloon Indebtedness if either of the tests set forth in Subsection 6.4(a) is met assuming the Balloon Indebtedness is amortized on a level debt service basis over the Assumed Amortization Period at the Assumed Interest Rate.

(f) Additional Senior Obligations may be issued as optional tender bonds or bonds which are convertible to a different interest rate basis if either of the tests set forth in Subsection 6.4(a) are met disregarding any contingent repayment obligations to a provider of a liquidity facility (except during any period where payments to a liquidity provider are actually made).

(g) Additional Senior Obligations may be issued to refund Outstanding Senior Obligations if taking into account the issuance of such Additional Senior Obligations and the application of the proceeds thereof the aggregate Annual Debt Service Requirement on Senior Obligations in any Bond Year will not be increased by more than ten (10%) percent; provided that for any Bond Year for which the Annual Debt Service Requirement on Senior Obligations prior to the issuance of the Additional Senior Obligations was zero, the aggregate Maximum Annual Debt Service on Senior Obligations after the issuance of the Additional Senior Obligations shall not exceed the aggregate Maximum Annual Debt Service on Senior Obligations after the issuance of the Additional Senior Obligations and provided further that aggregate Maximum Annual Debt Service on Senior Obligations is not increased by more than 10% upon the issuance of the Additional Senior Obligations. If the City issues Additional Senior Obligations to refund one or more series of other Senior Obligations by providing for payment of the amounts due thereon in advance of their maturity or stated payment date then, for purposes of this Trust Agreement, such refunded Senior Obligations to the extent they will no longer be Outstanding after the refunding, will be treated as not Outstanding for the purpose of determining the aggregate Maximum Annual Debt Service.

(h) Issuance of any Additional Senior Obligations is conditioned on no event of default has occurred and is continuing under the Senior Obligation Agreements.

ARTICLE II MONEYS IN FUNDS; INVESTMENT

. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Obligations, and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the City, the Trustee or any Owner of Obligations.

. Upon written order of the Authorized City Representative, moneys held by the Trustee hereunder shall be invested and reinvested by the Trustee in Permitted Investments. The Authorized City Representative may by written order filed with the Trustee direct such investment in specific Permitted Investments. The Trustee may conclusively rely upon the written orders of the Authorized City Representative delivered pursuant to this Section as to both the suitability and legality of the directed investments and any such written order shall be deemed to be a certification to the Trustee that such directed investments constitute Permitted Investments. Such investments, if registrable, shall be registered in the name of the Trustee and shall be held by the Trustee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section and may invest in funds which are Permitted Investments to which the Trustee or any of its affiliates provide services as an investment advisor. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as purchaser or agent in the making or disposing of any investment. Amounts in the Payment Fund may be invested only in Permitted Investments which (i) are rated no lower than the underlying rating on the Obligations or (ii) secured by obligations which are so rated. Absent written direction of the City, the Trustee shall hold moneys under this Trust Agreement uninvested in cash; provided, however, the City may, by written order of the Authorized City Representative, authorize the Trustee to implement its automated cash investment system to assure that cash on hand is invested in an investment described in clause (e) of the definition of Permitted Investments, and may charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments, provided that any such fees will not exceed the interest income on the investment.

The Trustee may elect to provisionally credit funds and accounts hereunder with moneys representing income or principal payments due on, or sales proceeds due in respect of, the investments therein, or to provisionally credit funds and accounts hereunder with the investments it is directed to purchase with such moneys, in each case before actually receiving the requisite moneys from the payment source. Any such crediting shall be provisional in nature, and the Trustee shall be authorized to reverse such crediting in the event that it does not receive good funds with respect thereto. Nothing in this Trust Agreement shall constitute a waiver of any of the Trustee's rights as a securities intermediary under Uniform Commercial Code § 9-206.

. The Trustee shall furnish to the City, not less than semiannually, an accounting (which may be in the form of its customary statement) of all investments made by the Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds

made by it in accordance with Section 7.2 hereof. Although the City recognizes that it may obtain brokerage confirmations or written statements containing comparable information at no additional cost, the City agrees that brokerage confirmations are not required to be issued by the Trustee for each period in which an accounting is provided by the Trustee. No accounting needs to be provided, however, for any fund or account for any period in which no investment activity occurred during such period in such fund or account.

. Subject to Section 7.7 pertaining to arbitrage rebate and Section 5.5 pertaining to annual transfers to the Payment Fund, any income, profit or loss on such investments shall be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds shall be deposited in the fund from which such deposit was made, except as otherwise provided herein.

. For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at market value. The Trustee may sell at the best price obtainable, or present for redemption, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment.

. The City hereby covenants with the Owners of the Obligations that it will make no use of the proceeds of the Obligations or other moneys which would cause the obligations of the City under the Purchase Agreement to be "arbitrage bonds" subject to federal income taxation by reason of Section 148 of the Internal Revenue Code of 1986, as amended. The Trustee shall have no responsibility to monitor or determine compliance by the City with Section 148 of the Internal Revenue Code or any covenant in this Trust Agreement or in the Purchase Agreement regarding limiting or determining yields on investments.

. In consideration of the acceptance and execution of this Trust Agreement by the Trustee and the purchase by the Obligation Owners, from time to time, and in consideration of retaining the exclusion of interest income from gross income on this Purchase Agreement and the Obligations for federal income tax purposes, the City covenants with the Trustee and the Obligation holders from time to time to neither take nor fail to take any action, which action or failure to act is within its power and authority and would result in interest income on this Trust Agreement or the Obligations to become subject to inclusion in gross income for federal income tax purposes under either laws existing on the date of execution of this Trust Agreement or such laws as they may be modified or amended.

The City agrees that it will comply with such requirement(s) and will take any such action(s) as are necessary to prevent interest income on the Purchase Agreement or the Obligations from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by special counsel; to pay to the United States of America any required amounts representing rebates of arbitrage profits relating to the Purchase Agreement; the Obligations or this Trust Agreement; filing forms, statements and supporting documents as may be required under the

federal tax laws; limiting the term of and yield on investments made with moneys relating to this Trust Agreement; and limiting the use of the proceeds of the Purchase Agreement and the Projects. The Trustee shall have no responsibility to monitor or determine compliance by the City with respect to its obligations under this Section 7.7.

ARTICLE III THE TRUSTEE

(a) U.S. Bank Trust Company, National Association, is hereby appointed Trustee by the City for the purpose of executing and delivering the Purchase Agreement, as Seller, and receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Trust Agreement. The City covenants that so long as any Obligations are Outstanding, it will maintain as Trustee a bank or trust company with a combined capital and surplus of at least Seventy-Five Million Dollars (\$75,000,000) that is subject to supervision or examination by federal or State authority. 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 Section, 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.

(b) The Trustee is hereby authorized to pay the Obligations when duly presented for payment at their stated payment date, and to cancel all Obligations upon payment thereof. The Trustee shall keep accurate records of all funds administered by it and of all Obligations paid and discharged.

. Except with respect to its authority and power generally and authorization to execute this Trust Agreement, the recitals of facts, covenants and agreements contained herein and in the Obligations shall be taken as statements, covenants and agreements of the City and not the Trustee. The Trustee assumes no responsibility for the correctness of the aforementioned facts, covenants and agreements, makes no representations as to the validity or sufficiency of this Trust Agreement or of the Obligations and shall not incur any responsibility in respect thereof, other than in connection with the duties or obligations imposed upon it herein or in the Obligations. Prior to the occurrence of an Event of Default hereunder, or after the timely cure of an Event of Default, the Trustee shall perform only such duties as are specifically set forth in this Trust Agreement. After the occurrence of an Event of Default, the Trustee shall exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent person would exercise under the circumstances in the conduct of the Trustee's affairs.

. 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 municipal corporate trust business, provided that such company shall be eligible under Section 8.1 hereof, shall be the successor to the Trustee without the execution or filing of any paper or further act, notwithstanding anything herein to the contrary.

(a) The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statements, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe (i) to be genuine and to have been passed or signed by the proper board or person or (ii) to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no 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 shall not be bound to recognize any person as an Owner of any Obligation or to take any action at his request unless such Obligation shall be deposited with the Trustee and satisfactory evidence of the ownership of such Obligation shall be furnished to the Trustee. The Trustee may consult with counsel, who may be counsel to the City, 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 in accordance therewith.

(b) 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 the certificate of the Authorized City Representative, and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof, 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.

(c) The Trustee may (i) become the Owner of the Obligations with the same rights it would have if it were not Trustee, (ii) acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee, and (iii) 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 Obligations, whether or not such committee shall represent the Owners of the majority in principal amount of the Obligations then Outstanding.

(d) 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 its duty hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or negligence.

(e) No provision in this Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability (including, without limitation, any and all environmental liability) in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of

such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it.

(f) The Trustee shall not be accountable for the use or application by the City or any other party of any funds which the Trustee has released in accordance with the terms of this Trust Agreement.

(g) The Trustee makes no representation or warranty, express or implied, as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City of the Projects. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Purchase Agreement or this Trust Agreement for the existence, furnishing or use of the Projects.

(h) Notwithstanding any provision in this Trust Agreement or the Purchase Agreement to the contrary, but subject to Section 2.12 hereof, the Trustee shall not be required to take notice or be deemed to have notice of an Event of Default, except an Event of Default under Section 15(a)(1) of the Purchase Agreement or Section 12.2(a)(i) hereof, unless the Trustee has actual notice thereof or is specifically notified in writing of such default by the City or the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Obligations then Outstanding. Except for an Event of Default under Section 15(a)(1) of the Purchase Agreement, the Trustee shall have no duty or obligation to monitor the City's compliance with the terms of the Purchase Agreement or to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements of the City except as set forth in this Trust Agreement.

(i) The Trustee agrees to accept and act upon instructions or directions pursuant to this Trust Agreement or the Purchase Agreement, including funds transfer instructions, sent by Electronic Means, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions by Electronic Means ("Authorized Officers") and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee instructions or directions by Electronic Means and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The City agrees that the Trustee cannot determine the identity of the actual sender of such instructions and that the Trustee shall conclusively presume that instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only its Authorized Officers transmit instructions or directions to the Trustee by Electronic Means, and the City and its Authorized Officers are responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys provided by the Trustee, if any. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of Electronic Means to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(j) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(k) The Trustee shall have no responsibility or liability with respect to any information, statements or recitals in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Obligations.

(l) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises. Before taking any action under this Trust Agreement relating to an Event of Default or in connection with its duties under this Trust Agreement other than making payments of principal and interest on the Obligations as they become due, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated to have resulted from its gross negligence or willful default in connection with any action so taken.

(m) Before taking any action under this Trust Agreement relating to an Event of Default or in connection with its duties under this Trust Agreement other than making payments of principal and interest represented by the Obligations as they become due, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated, to have resulted from its gross negligence or willful default in connection with any action so taken.

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

. The City shall from time to time, as agreed upon between the City and the Trustee, pay to the Trustee reasonable compensation for its services, including an hourly rate based fee after an Event of Default, and shall reimburse the Trustee for all its advances and expenditures, including but not limited to advances to, and reasonable 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.

(a) The City (but only if no Event of Default has occurred and is continuing), or the Owners of a majority in aggregate principal amount of all Obligations Outstanding, by written directive given to the Trustee, at any time and for any reason, may remove the Trustee and any successor thereto, but any such successor shall be a bank or trust company acceptable to the Bond Insurer that is subject to supervision or examination by Federal or State authority and that has a combined capital (exclusive of borrowed capital) and surplus of at least Seventy-Five Million Dollars (\$75,000,000). If such bank or trust company publishes a report of condition at least annually, pursuant to law or the requirements of any supervising or examining authority above referred to, then, for the purposes of this Section, 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.

(b) The Trustee may at any time resign by giving written notice to the City. Upon receiving such notice of resignation, the City shall promptly appoint a successor trustee by an instrument in writing; provided, however, that in the event that the City does not appoint a successor trustee within thirty (30) days following receipt of such notice of resignation, the resigning Trustee may petition the appropriate court having jurisdiction to appoint a successor trustee. Any resignation or removal of the Trustee and appointment of a successor trustee shall become effective upon acceptance of appointment by the successor trustee. Trustee and City shall execute any documents reasonably required to effect the transfer of rights and obligations of the Trustee to the successor trustee subject, however, to the terms and conditions herein set forth, including, without limitation, the right of the predecessor Trustee to be paid and reimbursed in full for its reasonable charges and expenses (including reasonable fees and expenses of its counsel) and the indemnification under Section 8.4 and Section 11.3 hereof. Upon such acceptance, the successor trustee shall mail notice thereof to the Obligation Owners at their respective addresses set forth on the Obligation registration books maintained pursuant to Section 2.11 hereof.

(c) Notwithstanding the foregoing, in the event the Trustee merges or becomes consolidated with any other entity, which resulting entity is otherwise qualified to be a successor trustee hereunder, such resulting entity shall assume all rights, obligations and duties of the Trustee hereunder and under the Purchase Agreement without the execution or filing of any papers or any further act on the part of either party hereto.

. The Trustee may appoint an agent or agents to exercise any of the powers, rights or remedies granted to the Trustee under this Trust Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

. The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which records shall be available for inspection by the City, or any of its agents, at any time during regular business hours. The Trustee shall provide the Authorized City Representative with semiannual reports of funds transactions and balances.

**ARTICLE IV
MODIFICATION OR AMENDMENT OF AGREEMENTS**

(a) This Trust Agreement (and the rights and obligations of the Owners of the Obligations) and the Purchase Agreement (and the rights and obligations of the parties thereto), may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, exclusive of Obligations disqualified as provided in Section 9.3 hereof, shall have been filed with the Trustee. No such modification or amendment shall (i) extend or have the effect of extending the stated payment date of any Obligation or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, without the express consent of the Owner of such Obligation, (ii) reduce or have the effect of reducing the percentage of Obligations required for the affirmative vote or written consent to an amendment or modification of the Purchase Agreement, or (iii) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental agreement shall become effective as provided in Section 9.2 hereof.

(b) This Trust Agreement and the rights and obligations of the Owners of the Obligations, and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement, without the consent of any such Owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein reserved to the Trustee (for its own behalf) or the City, (2) to provide additional revenues or additional security or reserves for payment of the Obligations, (3) to comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder, (4) to provide for the appointment of a successor trustee pursuant to the terms hereof, (5) to preserve the exclusion of interest represented by the Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the City to continue to issue bonds or incur other obligations the interest on which is likewise exempt from federal and State income taxes, (6) to cure, correct or supplement any ambiguous or defective provision contained herein or therein, (7) with respect to rating matters or (8) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not materially adversely affect the interests of the Owners of the Obligations as evidenced by a special counsel's opinion delivered by the City to the Trustee. Any such supplemental or amending agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be. The Trustee may rely upon a special counsel's opinion as conclusive evidence that any such supplemental or amending agreement complies with this Section.

(a) This Trust Agreement and the Purchase Agreement may be amended by a supplemental agreement as provided in this Section in the event the consent of the Owners of the Obligations are required pursuant to Section 9.1 hereof. A copy of such supplemental agreement,

together with a request to the Obligation Owners for their consent thereto, shall be mailed by the Trustee to each Owner of an Obligation at his address as set forth on the Obligation registration books maintained pursuant to Section 2.11 hereof, but failure to mail copies of such supplemental agreement and request shall not affect the validity of the supplemental agreement when assented to as provided in this Section.

(b) Such supplemental agreement shall not become effective unless (i) there shall be filed with the Trustee the written consent of the Owners of a majority in principal amount of the Obligations then Outstanding (exclusive of Obligations disqualified as provided in Section 9.3 hereof) and (ii) a notice shall have been mailed as provided hereinafter in this Section. The consent of an Owner of an Obligation shall be effective only if accompanied by proof of ownership of the Obligations for which such consent is given, which proof shall be such as is permitted by Section 2.10 hereof. Any such consent shall be binding upon the Owner of the Obligation giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter provided for in this Section has been mailed.

(c) After the Owners of the required percentage of Obligations shall have filed their consents to such supplemental agreement, the Trustee shall mail a notice to the Owners of the Obligations in the manner hereinbefore provided in this Section for the mailing of such supplemental agreement of the notice of adoption thereof, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Obligations and will be effective as provided in this Section 9.2 (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental agreement shall become effective upon the mailing of such last-mentioned notice, and such supplemental agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all Obligations at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60) day period.

(a) Obligations owned or held by or for the account of the City or by any person directly or indirectly controlled by, or under direct or indirect common control with the City (except any Obligations held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Obligations provided for in this Trust Agreement, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement.

(b) The Trustee may require each Obligation Owner, before his consent provided for in this Article IX shall be deemed effective, to reveal whether the Obligations as to which such consent is given are disqualified as provided in this Section.

. From and after the time any supplemental agreement becomes effective pursuant to this Article IX, (i) this Trust Agreement or the Purchase Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, (ii) the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Obligations Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and (iii) all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Purchase Agreement, as the case may be, for any and all purposes.

. The Trustee may determine that Obligations delivered after the effective date of any action taken as provided in this Article IX shall bear a notation, by endorsement or otherwise, in form prepared by the City, as to such action. In that case, upon demand of the Owner of any Obligation Outstanding at such effective date and presentation of his Obligation for the purpose at the office of the Trustee, a suitable notation shall be made on such Obligation. The Trustee may determine that the delivery of substitute Obligations, so modified to conform to such Obligation Owners' action, shall thereupon be prepared by the City, executed and delivered. In that case, upon demand of the Owner of any Obligation then Outstanding, such substitute Obligation shall be exchanged at the Designated Office of the Trustee, without cost to such Owner, for an Obligation of the same character then Outstanding, upon surrender of such Outstanding Obligation.

. The provisions of this Article IX shall not prevent any Obligation Owner from accepting any amendment as to the particular Obligations held by him, provided that proper notation thereof is made on such Obligations.

ARTICLE V COVENANTS, NOTICES

. The City shall perform all obligations and duties imposed on it under the Purchase Agreement and shall not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be an Event of Default hereunder or under the Purchase Agreement. The City, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting any such action will deliver the same, or a copy thereof, to the Trustee.

. The City will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the City, including its right to exist and carry on business as a political subdivision, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

. The City shall file this Trust Agreement (or a memorandum thereof or a financing statement with respect thereto), and all such documents as may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee), all in such manner, at such times and in such places as may be required by law in order to fully preserve, protect and perfect the security interest of the Trustee and the Obligation Owners.

. The Trustee and the City 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 the Purchase Agreement, and for the better assuring and confirming unto the Owners of the Obligations the rights and benefits provided herein.

. The Trustee shall notify the City in writing of any failure by the City to make any Payment or other payment required under the Purchase Agreement to be made to the Trustee within one (1) Business Day of any such failure. Such notice shall not be a prerequisite for the occurrence of an Event of Default hereunder or under the Purchase Agreement.

. Except as otherwise required herein, if this Trust Agreement requires any party to act on a specific day and such day is not a Business Day, such party need not perform such act until the next succeeding Business Day, and such act shall be deemed to have been performed on the day required.

ARTICLE VI LIMITATION OF LIABILITY

. Except for the payment of Payments from the Net Revenues when due in accordance with the Purchase Agreement and the performance of the other covenants and agreements of the City contained in the Purchase Agreement, the City shall have no pecuniary obligation or liability to any of the other parties or to the Owners of the Obligations with respect to this Trust Agreement, or the terms, execution, delivery or transfer of the Obligations, or the distribution of Payments to the Owners by the Trustee.

. The City shall have no obligation or liability to any of the other parties or to the Owners of the Obligations with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

(a) To the extent permitted by law, the City shall indemnify and save the Trustee harmless for, from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (a) the use, maintenance, condition or management of, or from any work or thing done on, the Projects, or the site of the Projects, or any portion thereof, by the City; (b) any breach or default on the part of the City in the performance of any of its obligations under this Trust Agreement and any other agreement made and entered into for purposes of the Projects; (c) any act of negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Projects; (d) any act of negligence of any assignee of, or purchaser from, the City or of any of its or their agents, contractors, servants, employees or licensees with respect to the Projects; (e) the construction or acquisition of the Projects; (f) the actions of any other party, including but not limited to the operation or use of the Projects or the site of the Projects, or any portion thereof, by the City; (g) the ownership of the Projects, or the site of the Projects, or any portion thereof, (h) the Trustee's exercise and performance of its powers and duties hereunder; or (i) any untrue statement or alleged untrue statement of any material fact, or any omission or alleged omission to state a material fact

necessary to make the statements made, in light of the circumstances under which they were made, not misleading, in any official statement or other offering circular utilized in connection with the sale of the Obligations, including the costs and expenses of defending itself against any claim of liability arising under this Trust Agreement. No indemnification will be made under this Section or elsewhere in this Trust Agreement for willful misconduct, negligence or breach of duty under this Trust Agreement by the Trustee, or by its officers, agents, employees, successors or assigns. The City's obligations hereunder for indemnification under this Section: (i) shall remain valid and binding notwithstanding, and shall survive, the payment or prepayment of the Obligations or resignation or removal of the Trustee or the termination of this Trust Agreement, and (ii) shall not be limited by any nonrecourse or other limitations of liability provided for in the Purchase Agreement or any other document or instrument relating to the Obligations.

(b) The Trustee, promptly after determining that any event or condition which requires or may require indemnification by the City hereunder exists or may exist, or after receipt of notice of the commencement of any action in respect of which indemnity may be sought hereunder, shall notify the City in writing of such circumstances or action (the "Notification"). Upon giving of the Notification, the Trustee shall cooperate fully with the City in order that the City may defend, compromise or settle any such matters or actions which may result in payment by City hereunder. The City shall give the Trustee notice of its election within fifteen (15) days after receiving the Notification whether the City, at its sole cost and expense, shall represent and defend the Trustee in any claim or action which may result in a request for indemnification hereunder. If the City timely gives the notice that it will represent and defend the Trustee thereafter, the Trustee shall not settle or compromise or otherwise interfere with the defense or undertakings of the City hereunder. The City shall not settle or compromise any claim or action against the Trustee without the written approval of the Trustee, except to the extent that the City shall pay all losses and the Trustee shall be fully released from such claim or action. If the City either fails to timely give its notice or notifies the Trustee that the City will not represent and defend the Trustee, the Trustee may defend, settle, compromise or admit liability as it shall determine in the reasonable exercise of its discretion and in an effort to minimize any claims for indemnity made hereunder. In the event the City is required to and does indemnify the Trustee as herein provided, the rights of the City shall be subrogated to the rights of the Trustee to recover such losses or damages from any other person or entity. The Trustee always has the right to employ separate counsel, but the fees and expenses of its separate counsel must be paid by the Trustee unless the City and the Trustee have mutually agreed to the employment of the Trustee's separate counsel; provided however, that the Trustee may retain its own counsel and still be indemnified against the cost of employing counsel and all other expenses despite an assumption of the defense by the City, if the Trustee, in reliance on the advice of its counsel, believes that there are defenses available to the Trustee that are not available to the City or that are adverse to or in conflict with those available to the City and that the Trustee, in reliance on the advice of its counsel, believes cannot be effectively asserted by common counsel.

. Before being required to take any action, the Trustee may require either or both of the following concerning the proposed action: (i) an opinion of Independent Counsel acceptable to the Trustee, which opinion shall be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or (ii) a verified certificate of any party hereto. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

**ARTICLE VII
EVENTS OF DEFAULT AND REMEDIES
OF OBLIGATION OWNERS**

. As provided herein, the Trustee holds in trust hereunder all of the Seller's rights in and to the Purchase Agreement, including without limitation, all of the Seller's rights to exercise such rights and remedies conferred upon the Seller pursuant to the Purchase Agreement as may be necessary or convenient to enforce payment of the Payments and any other amounts required to be deposited into the Payment Fund and enforcement of the pledge of the Net Revenues for the payment of the Obligations.

Section 7.2 Events of Default; Remedies Upon Default; No Acceleration.

(a) The occurrence of one or more of the following events constitutes an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(i) City's failure to make any Payment, whether in whole or in part, when the same shall become due as provided herein or on any of the Senior Obligations or in the Purchase Agreement;

(ii) City's failure to perform or observe any other covenant, condition or agreement required to be performed or observed by City hereunder or under the Purchase Agreement, and the continuation of such failure for a period of thirty (30) days after written notice thereof from Trustee (whether in its capacity as Trustee or Seller) to City, or in the event that the Seller consents to an extension of time in accordance with the Purchase Agreement but not to exceed sixty (60) days, then the continuation of such failure for such extended period of time;

(iii) Any representation or warranty made by the City shall be untrue in any material respect as of the date made and not made true in all material respects within thirty (30) days of notice thereof from the Trustee or the Seller to the City;

(iv) With respect to any Outstanding Senior Obligations, the occurrence of an event of default which is not cured within the applicable cure period, if any;

(v) City becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for the City or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for the City or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against the City and, if instituted against the City, is consented to or acquiesced in by the City or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default, the Trustee shall give written notice of such Event of Default to the City and may in the Trustee's sole discretion pursue or exercise any of the following remedies or rights, provided that such election or commencement to

exercise any such remedy or right shall not preclude the Trustee from concurrently or separately electing or exercising any other remedy not inconsistent therewith:

(i) The Trustee may proceed to protect and enforce its rights and the rights of the Owners of the Obligations granted hereunder by a suit or suits in equity or at law, including mandamus, either for the specific performance of any covenant or agreement contained herein or in the Purchase Agreement, or in aid of the execution of any power granted herein or in the Purchase Agreement, or for the enforcement of any other appropriate legal or equitable remedy as the Trustee, being advised by counsel, may deem most effectual to protect and enforce any of the rights or interests under the Obligations, this Trust Agreement and/or the Purchase Agreement.

(ii) The Trustee, upon the bringing of a suit to enforce any of its rights under this Trust Agreement or under the Purchase Agreement, as a matter of right without notice and without giving bond to the City or anyone claiming under it, may (A) have a receiver appointed, subject to the claim thereon with respect to the Senior Obligations, of all the Net Revenues which are pledged for the payment of the Payments under the Purchase Agreement, pending such proceedings, with such powers as the court making such appointment shall confer, including such powers as may be necessary or usual in such cases for the collection and proper disbursement of the Net Revenues pledged for the payment of the Payments under the Purchase Agreement, and the City does hereby irrevocably consent to such appointment and (B) seek and obtain such injunctive relief as may be appropriate.

(c) The Trustee is appointed, and the successive respective Owners by taking and owning the Obligations shall be conclusively deemed to have so appointed the Trustee, the true and lawful attorney-in-fact of the respective Owners, with authority to (i) make or file, in the respective names of the Owners or in behalf of all Owners as a class, any proof of debt, amendment to proof of debt, petition or other document, or receive payment of all sums becoming distributable on account thereof, (ii) execute any and all acts and things for and in behalf of all Owners as a class, as may be necessary or advisable in the opinion of the Trustee, in order to have the respective claims of the Owners against the City allowed in any equity receivership, insolvency, liquidation, bankruptcy or other proceedings to which the City shall be a party. The Trustee shall have full powers of substitution and delegation in respect of any such powers.

(d) Notwithstanding anything in this Trust Agreement or in the Purchase Agreement to the contrary, there shall be no right under any circumstances (i) to accelerate the stated payment dates of the Obligations, (ii) to declare any Payment not then past due or in default to be immediately due and payable, or (iii) to interfere with the ownership, use and possession of the Systems by the City.

(a) Subject to the rights therein with respect to the Senior Obligations, all moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Trust Agreement or the Purchase Agreement with respect to remedies upon default shall be applied by the Trustee in the order following upon presentation of the several Obligations, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First: To the payment of the costs and expenses of the Trustee in declaring such Event of Default and in exercising remedies upon default, including reasonable compensation to its agents, attorneys and counsel;

Second: To the payment of the whole amount then owing and unpaid with respect to the Obligations for principal and interest, with interest on the overdue principal and installments of interest at the Default Rate (but such interest on overdue installments of interest shall be paid only to the extent funds are available therefor following payment of principal and interest and interest on overdue principal, as aforesaid), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Obligations, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest; and

Third: To the payment of any arbitrage rebate owed pursuant to Section 7.7 hereof.

(b) Whenever moneys are to be applied pursuant to this Section, the Trustee shall fix the date (which shall be the first of a month unless the Trustee shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal paid on such date shall cease to accrue. The Trustee shall give or cause to be given notice of such payment, by first-class mail, to the Owners of Obligations at least eight (8) days before such date. The Trustee shall not be required to make payment to the Owner of any Obligation until such Obligation shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid. Any surplus thereof shall be paid to the City as directed by the Authorized City Representative.

. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Obligations by a suit in equity or action at law for the specific performance of any covenant or agreement contained herein.

. Nothing in this Article XII or in any other provision of this Trust Agreement, the Purchase Agreement or in the Obligations, shall affect or impair the obligation of the City to pay or prepay the Payments as provided in the Purchase Agreement, or affect or impair the right of action, which is absolute and unconditional, of the Obligation Owners to institute suit to enforce and collect such payment. No delay or omission of the Trustee or of any Owner of any of the Obligations to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XII to the Trustee or the Owners of Obligations may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Obligation Owners.

. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its

own discretion or upon the request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Obligations, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of a majority in aggregate principal amount of the Obligations Outstanding.

(a) No Owner of any Obligation issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (i) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (ii) the Owners of at least a majority in aggregate principal amount of all the Obligations then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (iii) said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses, and liabilities to be incurred in compliance with such request; and (iv) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

(b) Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Obligations of any remedy hereunder; it being understood and intended that no one or more Owners of Obligations shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Obligations.

(c) The right of any Owner of any Obligation to receive payment of said Owner's proportionate interest in the Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Trust Agreement.

ARTICLE VIII MISCELLANEOUS

(a) If and when all Outstanding Obligations shall be paid and discharged in any one or more of the following ways:

. By paying or causing to be paid the principal of, interest on and prepayment premium, if any, with respect to all Obligations Outstanding, as and when the same become due and payable;

. By depositing with a Depository Trustee, in trust for such purpose, at or before the stated payment dates, money which, together with the amounts then on deposit in the Payment Fund and held for such purpose, is fully sufficient to pay or cause to be paid all Obligations Outstanding, including all principal, interest and prepayment premium, if any; or

. By depositing with a Depository Trustee, in trust for such purpose, any Qualified Permitted Investments in such amount as shall be certified to the Trustee and the City by a national firm of certified public accountants or other financial or consulting firm acceptable to the City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged all Obligations (including all principal, interest and prepayment premium, if any) at their respective stated payment dates or prepayment dates, which deposit may be made in accordance with the provisions of Section 13 of the Purchase Agreement;

notwithstanding that any Obligations shall not have been surrendered for payment, all obligations of the Trustee and the City with respect to all Outstanding Obligations shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from funds deposited pursuant to Section 13.1(a)(ii) or Section 13.1(a)(iii) and paid to the Trustee by the Depository Trustee, to the Owners of the Obligations not so surrendered and paid all sums due with respect thereto.

(b) Any funds held by the Trustee, at the time of one of the events described in Section 13.1(a)(i), Section 13.1(a)(ii) or Section 13.1(a)(iii), which are not required for the payment to be made to Owners or for the payment of any other amounts due and payable by City hereunder or under the Purchase Agreement, shall be paid over to the City.

(c) Any Obligation, or portion thereof in authorized denominations, may be paid and discharged as provided in this Article XIII.

(d) After provision for the Obligations has been made under Section 13.1(a)(iii), at the direction of the City, all or any part of the Qualified Permitted Investments held by the Depository Trustee may be liquidated and the proceeds therefrom, together with all or any portion of the moneys held by the Depository Trustee, may be used to acquire other Qualified Permitted Investments which the Depository Trustee shall hold, provided that thereafter the moneys and Qualified Permitted Investments held by the Depository Trustee shall remain sufficient, as evidenced by a certificate of a national firm of certified public accountants or other financial or consulting firm, to pay and discharge all Obligations (including all principal and interest) at their respective stated payment dates.

(e) No Payment or Obligation may be so provided for and no liquidation or acquisition may be made if, as a result thereof, or of any other action in connection with which the provisions for payment of such Payment or Obligation is made, the interest payable on any Obligation is thereby made includable in gross income for federal income tax purposes. The Trustee, the Depository Trustee, and the City may rely upon an opinion of nationally recognized bond counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that the provisions of this Section 13.1(e) will not be breached by so providing for the payment of any Payments or Obligations.

(f) The Depository Trustee shall be any bank or trust company, which may be the Trustee, designated by the City, that is subject to supervision or examination by federal or State of Arizona authority and has a combined capital and surplus of at least Seventy-five Million Dollars (\$75,000,000).

. The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the City and any Owner, or the agent of any of them, at any time during regular business hours.

. All written notices to be given under this Trust Agreement shall be given by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the City:	City of Glendale, Arizona 5850 West Glendale Avenue Suite 302 Glendale, Arizona 85301 Attention: Budget and Finance Director
If to the Trustee:	U.S. Bank Trust Company, National Association 101 West Washington Street Tempe, Arizona 85281 Attention: Global Corporate Trust
If to Fitch:	Fitch Ratings 33 Whitehall Street New York, New York 10004
If to S&P:	Standard & Poor's Municipal Structured Group 55 Water Street, 38th Floor New York, New York 10041

In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall be marked to indicate "URGENT MATERIAL ENCLOSED."

All notices, approvals, consents, requests and any communications to the Trustee hereunder and under the Purchase Agreement must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Trustee). Electronic signatures believed by the Trustee to comply with the ESIGN ACT of 2000 or other applicable law shall be deemed original signatures for all purposes. If the City chooses to use electronic signatures to sign documents delivered to the Trustee, the City agrees to assume all risks arising out of its use of electronic

signatures, including without limitation the risk of the Trustee acting on an unauthorized document which appears upon examination to be regular on its face and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Trustee may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Trustee in lieu of, or in addition to, any document signed via electronic signature.

(a) As required by the provisions of Section 38-511, Arizona Revised Statutes, notice is hereby given that the City may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. The Trustee covenants not to employ as an employee, an agent or, with respect to the subject matter of this Trust Agreement, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Trust Agreement on behalf of the City within three years from the execution of this Trust Agreement, unless a waiver of Section 38-511, Arizona Revised Statutes, is provided by the City. No basis exists for the City to cancel this Trust Agreement pursuant to Section 38-511, Arizona Revised Statutes, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by the Trustee of the foregoing shall be deemed a material breach of this Trust Agreement and may result in the termination of the services of the Trustee. The City retains the legal right to randomly inspect the papers and records of the Trustee to ensure that the Trustee is complying with the above-mentioned warranty. The Trustee shall keep such papers and records open for random inspection during normal business hours by the Trustee. The Trustee shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

(c) To the extent applicable, pursuant to Section 35-393 et seq., Arizona Revised Statutes, the Trustee hereby certifies it is not currently engaged in, and for the duration of this Trust Agreement shall not engage in, a boycott of Israel. The term “boycott” has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the City determines that the Trustee’s certification above is false or that it has breached such agreement, the City may impose remedies as provided by law.

(d) Pursuant to Section 35-394, Arizona Revised Statutes, the Trustee hereby certifies it does not currently, and for the duration of this Trust Agreement shall not use: (i) the forced labor of ethnic Uyghurs in the People’s Republic of China, (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China, and (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced

by the forced labor of ethnic Uyghurs in the People's Republic of China. The foregoing certification is made to the best knowledge of the Trustee without any current independent investigation or without any future independent investigation for the duration of this Trust Agreement. If the Trustee becomes aware during the duration of this Trust Agreement that it is not in compliance with such certification, the Trustee shall take such actions as provided by law, including providing the required notice to the City. If the City determines that the Trustee is not in compliance with the foregoing certification and has not taken remedial action, the City shall terminate the Trustee's role as the Trustee hereunder pursuant to Article VIII of this Trust Agreement.

. This Trust Agreement shall be construed and governed in accordance with the laws of the State of Arizona.

. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the City or the Trustee is named or referred to, such reference shall be deemed to include successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

. 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.

. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the City of any Obligations, the Trustee shall, in lieu of such cancellation and delivery, destroy such Obligations pursuant to its document retention policy and upon the request of the Authorized City Representative, deliver a certificate of such destruction to the City.

. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

(a) Nothing in this Trust Agreement or the Obligations, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City, the Trustee, the Registrar, the Paying Agent and the Owners of the Obligations, any legal or equitable right, remedy or claim under or by reason of this Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, provisions and agreements in this Trust Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee, the Registrar, the Paying Agent and the Owners of the Obligations.

(b) The Registrar and the Paying Agent shall be third-party beneficiaries of the provisions hereof which grant rights to them.

. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

. In case any one or more of the provisions contained in this Trust Agreement or in the Obligations shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Obligations pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the day and year first above written.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Name: Mary J. Ambriz-Reyes
Title: Vice President

THE CITY OF GLENDALE, ARIZONA

By: _____
Its: Assistant City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

(Form of Book-Entry-Only Obligations)

Number: _____

Denomination: _____

Unless this Obligation is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Registrar (or any successor registrar) for registration of transfer, exchange, or payment, and any Obligation issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.^{1*}

**SENIOR LIEN WATER AND SEWER REVENUE
AND REVENUE REFUNDING OBLIGATIONS,
SERIES 2025**

Evidencing a Proportionate Interest of the Owner
Hereof in Purchase Price Payments to be Made by

THE CITY OF GLENDALE, ARIZONA

To

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee**

<u>Interest</u> <u>Rate</u>	<u>Payment</u> <u>Date</u>	<u>Dated</u> <u>Date</u>	<u>CUSIP</u>
	July 1, _____	June ___, 2025	

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

THIS IS TO CERTIFY THAT the registered owner identified above, or registered assigns, as the registered owner of this Senior Lien Water and Sewer Revenue and Revenue Refunding Obligations, Series 2025 (the “Obligation”) is the owner of an undivided proportionate interest in the right to receive certain Payments under and defined in that certain Purchase Agreement (the “Purchase Agreement”), dated as of June 1, 2025, by and between U.S. Bank Trust Company, National Association (the “Trustee”), and the City of Glendale, Arizona, a municipal corporation and a political subdivision existing under the laws of the State of Arizona (the “City”), which Payments and other rights and interests under the Purchase Agreement are held by the Trustee in trust under a Trust Agreement (the “Trust Agreement”), dated as of June 1, 2025, by and between the City and the Trustee. The Trustee maintains a corporate trust office

* Insert so long as DTC is the Depository.

for payment and transfer of the Obligations (the “Designated Office”).

Terms

The registered owner of this Obligation is entitled to receive, subject to the terms of the Purchase Agreement, on the stated payment date set forth above, the principal amount set forth above (the “Principal”), representing a portion of the Payments designated as principal coming due and to receive semiannually on January 1 and July 1 of each year commencing January 1, 2026 (the “Interest Payment Dates”) until payment in full of said portion of principal, the registered owner’s proportionate share of the Payments designated as interest coming due (the “Interest”) during the period commencing on the last date on which Interest was paid and ending on the day prior to the Interest Payment Date or, if no Interest has been paid, from the Date of Original Issuance specified above. Said Interest is the result of the multiplication of the Principal by the interest rate per annum set forth above. Interest shall be calculated on the basis of a 360-day year composed of twelve (12) months of thirty (30) days each.

Principal of and interest on this Obligation are payable in lawful money of the United States of America. Interest payments and principal payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in same-day funds no later than 2:30 p.m. (Eastern Time) on each interest or principal payment date in accordance with existing arrangements between the City and DTC.

Limitation on Trustee’s Responsibility

The Trustee has no obligation or liability to the registered owners of the Obligations for the payment of Interest or Principal pertaining to the Obligations. The Trustee’s sole obligations are to administer, for the benefit of the registered owners of the Obligations, the various funds and accounts established pursuant to the Trust Agreement.

The recitals, statements and representations made in this Obligation shall be taken and construed as made by and on the part of the City, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

Authorization

The City is authorized to enter into the Purchase Agreement and the Trust Agreement under the laws of the State of Arizona and by Ordinance of the Mayor and Council of the City adopted April 18, 2025. Reference is hereby made to the Purchase Agreement and the Trust Agreement (copies of which are on file at the Designated Office of the Trustee) for further definitions, a description of the terms on which the Obligations are delivered, the rights thereunder of the registered owners of the Obligations, the rights, duties and immunities of the Trustee and the rights and obligations of the City under the Purchase Agreement, to all of the provisions of which Purchase Agreement and Trust Agreement the registered owner of this Obligation, by acceptance hereof, assents and agrees.

Payment from Net Revenues

The Obligations are payable from Payments to be made by the City pursuant to the Purchase Agreement. The City is required under the Purchase Agreement to make Payments from certain revenues derived by the City from the ownership, use and operation of its water and sewer systems (the “Systems”) after provision has been made for the payment from such revenues of all costs reasonably incurred in connection with the operation, use and maintenance of the Systems (the “Net Revenues”), which Payments are sufficient to pay, when due, the annual principal and interest due with respect to the Obligations.

Pledge of Net Revenues; Limited Pledge

The Obligations are payable primarily from Payments to be made by the City pursuant to the Purchase Agreement. The City is required under the Purchase Agreement to make Payments from Net Revenues, which Payments are sufficient to pay, when due, the annual principal and interest due with respect to the Obligations. The lien on Net Revenues with respect to the Obligations is senior to the lien thereon securing the payment of certain water and sewer revenue obligations whether now outstanding or hereafter issued. The lien on Net Revenues will be on parity with the lien thereon securing the payment of Existing Senior Obligations (as defined in the Trust Agreement) and any obligations issued on a parity therewith (the “Additional Senior Obligations”). The obligation of the City to make Payments does not represent or constitute a general obligation of the City, the State of Arizona or any political subdivision thereof for which the City or the State of Arizona or any political subdivision thereof is obligated to levy or pledge any form of taxation nor does the obligation to make Payments under the Purchase Agreement constitute an indebtedness of the City, the State of Arizona or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction or otherwise.

The Obligations are payable from a senior pledge of, and secured by a senior lien on, the Net Revenues as are necessary for the prompt and punctual payment of the Obligations, all as more fully described in, and provided by, the Purchase Agreement. The holder hereof shall never have the right to demand payment of this Obligation or any Payments under the Purchase Agreement out of any funds other than said described income and revenues pledged for payment thereof and such other funds as may be provided for under the Trust Agreement.

For further definitions, a description of the terms on which the Obligations are executed and delivered, a more complete statement of the income and revenues from which, and conditions under which this Obligation is payable, the conditions under which Additional Senior Obligations or Additional Subordinate Obligations (as defined in the Trust Agreement) may be authorized, a statement of the terms under which the Trust Agreement or the Purchase Agreement may be modified, a statement of the general covenants and provisions pursuant to which this Obligation is issued, and of the rights of the owner of the Obligation, reference is made to the Trust Agreement and the Purchase Agreement, and to all the provisions thereof the owner hereof, by acceptance of this Obligation, consents and agrees. All Senior Obligations of the total authorized amount and all obligations which may hereafter be issued as Senior Obligations, as provided in the Trust Agreement and the Purchase Agreement are co-equal as to the pledge of and lien on all such Net Revenues securing the payment thereof, and share ratably without any preference, priority or distinction as to the source or method of payment from Net Revenues and security thereof.

This Obligation represents an interest in a limited obligation of the City (as described herein) and no Council member, officer or agent, as such, past, present or future, of the City shall be personally liable for the payment hereof.

Book-Entry-Only System

The Obligations are issuable only as fully registered Obligations in the denominations of \$5,000 of principal represented by the Obligations or integral multiples thereof and, except as hereinafter provided, in printed or typewritten form, registered in the name of CEDE & CO. as nominee of The Depository Trust Company (DTC), which shall be considered to be the registered owner for all purposes of the Trust Agreement, including, without limitation, payment of Principal, Interest and premium, if any, and receipt of notices and exercise of rights by registered owners. There shall be a single Obligation for each stated payment date which shall be immobilized in the custody of DTC with the beneficial owners having no right to receive Obligations in the form of physical securities or certificates.

Ownership of beneficial interests in the Obligations shall be shown by book entry on the system maintained and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made only by DTC and its participants and by book entry, the City and the Trustee having no responsibility therefor. DTC is expected to maintain records of the positions of participants in the Obligations, and the participants and persons acting through participants are expected to maintain records of the purchasers of beneficial interests in the Obligations. The Obligations as such shall not be transferable or exchangeable, except as provided in the Trust Agreement. As used herein, "Business Day" is a day of the year other than (a) a Saturday or a Sunday and (b) a day on which banks located in the States of Arizona or New York or any other state in which is located the Designated Office of the Trustee or the Paying Agent are required or authorized by law or other governmental action to be closed.

Transfer

So long as the Book-Entry-Only System is in effect, this Obligation shall not be transferred except to a successor securities depository. If the Book-Entry-Only System is not in effect, this Obligation is transferable by the registered owner, in person or by its attorney duly authorized in writing, at the Designated Office of the Trustee, upon surrender of this Obligation to the Trustee for cancellation. Upon the transfer, a new Obligation or Obligations in authorized denominations of the same aggregate principal amount will be issued to the transferee at the same office. This Obligation may also be exchanged at the Designated Office of the Trustee for a new Obligation or Obligations in authorized denominations of the same aggregate principal amount without transfer to a new registered owner. Exchanges and transfers will be without expense to the owner except for applicable taxes or other governmental charges, if any.

The City and the Trustee may treat the registered owner as the absolute owner of this Obligation for all purposes, notwithstanding any notice to the contrary.

The Trustee may require a registered owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes or governmental charges required by law in connection with the exchange or transfer.

Enforcement Pursuant to Trust Agreement

The registered owner of this Obligation shall have no right to enforce the provisions of the Trust Agreement or the Purchase Agreement or to institute any action to enforce the covenants thereof, or to take any action with respect to a default thereunder or hereunder, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

No Acceleration

This Obligation is not subject to acceleration in the event of a default by the City under the Trust Agreement or the Purchase Agreement.

Amendments

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement and the Purchase Agreement may be amended by the parties thereto with the written consent of the owners of a majority in aggregate value of the Obligations then outstanding, and may be amended without such consent under certain circumstances, but in no event such that the interests of the owners of the Obligations are adversely affected, provided that no such amendment shall impair the right of any owner to receive in any case such owner's proportionate share of any Payment thereof in accordance with such owner's Obligation.

Prepayment

The Obligations, or portions thereof (\$5,000 of principal represented by the Obligations or any integral multiple thereof), with a stated payment date on and after July 1, 20__, are subject to prepayment before their respected stated payment dates, on or after July 1, 20__, in whole or in part, at any time, from Obligations of any stated payment date selected by the City, and by lot within Obligations of a stated payment date, at a price equal to the principal amount of each Obligation, or portion thereof so prepaid, plus accrued interest thereon to the prepayment date.

This obligation shall not be entitled to any security or benefit under the Trust Agreement until executed by the Trustee.

IN WITNESS WHEREOF, this Obligation has been executed and delivered by the Trustee, acting pursuant to the Trust Agreement.

Date of Execution: June ____, 2025

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
as Trustee

By _____

Authorized Representative

The following abbreviations, when used in the inscription on the face of this Obligation, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -	as tenants in common	UNIF GIFT/TRANS MIN ACT
TEN ENT -	as tenants by the entireties	_____ Custodian _____
JT TEN -	as joint tenants with right of survivorship and not as tenants in common	(Cust) _____ (Minor) _____ under Uniform Gifts/Transfers to Minors Act

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Insert Social Security or Other
Identifying Number of Transferee

(Please Print or Typewrite Name and Address of Transferee)
the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated _____

Note: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within registered certificate in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

The signature(s) should be guaranteed by an eligible guarantor institution pursuant to Securities and Exchange Commission Rule 17Ad-15

EXHIBIT B

Payment Request Form

Application No.

The Trustee is hereby requested to pay from the Acquisition Fund, as defined in the Trust Agreement, dated as of June 1, 2025 (the "Trust Agreement"), among the City of Glendale, Arizona (the "City") and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") to the person or corporation designated below as Payee, the sum set forth below such designation, in payment of the Acquisition Costs (as defined in the Trust Agreement) described below. The amount shown below is due and payable under a purchase order or contract with respect to the Acquisition Costs described below and has not formed the basis of any prior request for payment.

Payee: _____

Address: _____

Amount: _____

Description of Acquisition Costs or portion thereof authorized to be paid to the Payee:

_____.

The City acknowledges that it has received and inspected each item of the 2025 Project described above and has found each item of the 2025 Project so described to be in good condition, in conformity with the City's specifications and satisfactory for the City's purposes and in accordance with the plans for the 2025 Project. Accordingly, the City hereby accepts each item of the 2025 Project so described. Notwithstanding anything herein to the contrary, the City shall not be deemed to have waived or released the Seller or Vendor named herein from any liability or obligation to the City in the event the City's acknowledgment herein is discovered to be inaccurate in any respect as to any item of the 2025 Project described above.

By execution of this Payment Request Form, the City requests and approves the payment of the amount stated above to the Payee set forth above.

DATED: _____

THE CITY OF GLENDALE, ARIZONA

By _____
Authorized City Representative

Please forward payment to Payee at the following address: