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**ESCROW AGREEMENT**

**by and between the**

**LA HABRA UTILITY AUTHORITY**

**and**

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

**Dated May 15, 2025**

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Current refunding of the outstanding  
La Habra Utility Authority  
(Orange County, California)  
Water Revenue Bonds, Series 2013A

## ESCROW AGREEMENT

This Escrow Agreement (this "Escrow Agreement"), dated May 15, 2025, is by and between the LA HABRA UTILITY AUTHORITY, a joint exercise of powers entity organized and existing under the laws of the State of California (the "Authority"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, as escrow agent (the "Escrow Bank").

### WITNESSETH:

WHEREAS, the Authority has heretofore issued its La Habra Utility Authority (Orange County, California) Water Revenue Bonds, Series 2013A (the "2013 Bonds");

WHEREAS, the 2013 Bonds were issued under and pursuant to a Water Revenue Bond Indenture, dated as of December 1, 2010 (the "Original Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as amended and supplemented by a First Supplemental Water Revenue Bond Indenture, dated as of December 1, 2010 (the "First Supplement"), by and between the Authority and the Trustee, as amended and supplemented by a Second Supplemental Water Revenue Bond Indenture, dated as of October 1, 2013 (the "Second Supplement");

WHEREAS, pursuant to the provisions of provisions of Article 11 (commencing with section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, the Authority is empowered to issue refunding bonds;

WHEREAS, the Authority has determined that it is in the best interests of the Authority to refund the outstanding 2013 Bonds;

WHEREAS, to raise funds necessary to effectuate such refunding, the Authority has issued its La Habra Utility Authority (Orange County, California) Refunding Water Revenue Bonds, Series 2025 (the "2025 Bonds"), pursuant to the Indenture, as further amended and supplemented by a Third Supplemental Water Revenue Bond Indenture, dated as of November 1, 2019, by and between the Authority and the Trustee (the "Third Supplement"), and a Fourth Supplemental Water Revenue Bond Indenture, dated as of May 1, 2025, by and between the Authority and the Trustee (the "Fourth Supplement" and, with the Original Indenture, the First Supplement, the Second Supplement and the Third Supplement, the "Indenture")

WHEREAS, the Authority, in the Indenture, has directed that a portion of the proceeds of the sale of the 2025 Bonds be deposited hereunder, and that such amount will be in an amount sufficient to redeem all outstanding 2025 Bonds on \_\_\_\_\_, 2025 (the "Redemption Date"), at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to such date (the "Redemption Price");

WHEREAS, the Escrow Bank has full powers to perform the duties and obligations to be undertaken by it pursuant to this Escrow Agreement; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto do hereby agree as follows:

*Section 1. Discharge of Bonds.* The Authority hereby irrevocably elects to pay and discharge all indebtedness payable by the Authority under the Indenture with respect to the 2013 Bonds and to terminate all obligations of the Authority thereunder with respect thereto.

*Section 2. Escrow Fund.*

(a) There is hereby established a special fund, to be held by the Escrow Bank for the benefit of the owners of the Bonds, to be known as the "Escrow Fund." Upon the issuance of the 2025 Bonds, there shall be deposited into the Escrow Fund an amount equal to \$\_\_\_\_\_ derived from the proceeds of the 2025 Bonds.

(b) The Escrow Bank shall invest \$\_\_\_\_\_ of the moneys deposited into the Escrow Fund pursuant to the preceding paragraph in the securities set forth in Exhibit A attached hereto and by this reference incorporated herein (the "Escrowed Federal Securities") and shall hold the remaining \$\_\_\_\_\_ in cash, uninvested. The Escrowed Federal Securities and such cash shall be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein.

If the Escrow Bank learns that the Department of the Treasury or the Bureau of Fiscal Service will not, for any reason, accept a subscription for U.S. Treasury Securities—State and Local Government Series, the Escrow Bank shall promptly request alternative written investment instructions from the Authority with respect to escrowed funds which were to be invested in the Escrowed Federal Securities. The Escrow Bank shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Bank shall hold funds uninvested and without liability for interest until receipt of further written instructions from the Authority. In the absence of investment instructions from the Authority the Escrow Bank shall not be responsible for the investment of such funds or interest thereon. The Escrow Bank may conclusively rely upon the Authority's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

(c) The Escrow Bank may rely upon the conclusion of Causey Demgen & Moore, P.C., as contained in its opinion and accompanying schedules (the "Report") dated November 14, 2025, that the maturing Escrowed Federal Securities, the investment earning thereon and the cash on deposit in the Escrow Fund will be sufficient to redeem the 2013 Bonds in full on the Redemption Date at the Redemption Price.

(d) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Agreement.

(e) Any money left on deposit in the Escrow Fund after payment in full of the 2013 Bonds, and the payment of all amounts due to the Escrow Bank hereunder, shall be transferred to the Trustee for deposit in the Interest Fund maintained by the Trustee pursuant to the Indenture.

*Section 3. Instructions as to Application of Deposit.*

(a) The maturing Escrowed Federal Securities, the investment earning thereon and the cash on deposit in the Escrow Fund shall be applied by the Escrow Bank for the sole purpose of redeeming the outstanding 2013 Bonds in full on the Redemption Date at the Redemption Price, all as set forth in Exhibit B attached hereto and by this reference incorporated herein.

(b) The Escrow Bank, in its capacity as 2013 Trustee, is hereby requested, and the Escrow Bank, in its capacity as 2013 Trustee, hereby agrees, to give notice of the defeasance of the 2013 Bonds and in the form attached hereto as Exhibit C.

(c) The Escrow Bank, in its capacity as 2013 Trustee, is hereby requested, and the Escrow Bank, in its capacity as 2013 Trustee, hereby agrees, to give notice of the redemption of the 2013 Bonds on the Redemption Date in accordance with the applicable provisions of the Indenture and in the form attached hereto as Exhibit D.

*Section 4. Investment of Any Remaining Moneys.* The Escrow Bank shall invest and reinvest the proceeds received from any of the Escrowed Federal Securities, and the cash originally deposited into the Escrow Fund, for a period ending not later than the Redemption Date, in Federal Securities (as defined in the Indenture) pursuant to written directions of the Authority; *provided, however*, that such written directions of the Authority shall be accompanied by a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund, together with the cash then on deposit in the Escrow Fund, together with the interest to be derived therefrom, shall be in an amount at least sufficient to redeem the 2013 Bonds on the Redemption Date at the Redemption Price; and, *provided further*, such written directions of the Authority shall be accompanied by an opinion of bond counsel to the effect that, after such reinvestment, the interest on the 2013 Bonds shall not be includible in the gross income of the holders of the 2013 Bonds for federal tax purposes. The Escrow Bank shall have no obligation to invest and reinvest any cash held by it hereunder in the absence of timely and specific written investment direction from the Authority. In no event shall the Escrow Bank be liable for the selection of investments or for investment losses incurred thereon. In the event that the Authority shall fail to file any such written directions with the Escrow Bank concerning the reinvestment of any such proceeds, such proceeds shall be held uninvested by the Escrow Bank. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 4 and not required for the purposes set forth in Section 3, as indicated by such verification, shall, promptly upon the receipt of such interest income by the Escrow Bank, be transferred to the Trustee for deposit in the Interest Fund maintained by the Trustee pursuant to the Indenture.

*Section 5. Substitution or Withdrawal of Federal Securities.* The Authority may, at any time, direct the Escrow Bank in writing to substitute Federal Securities for any or all of the Escrowed Federal Securities then deposited in the Escrow Fund, or to withdraw and transfer to the Authority any portion of the Federal Securities then deposited in the Escrow Fund, provided that any such direction and substitution or withdrawal shall be simultaneous and shall be accompanied by a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund together with interest to be derived therefrom, or in the case of withdrawal, the Federal Securities to be remaining in the Escrow Fund following such withdrawal together with the interest to be derived therefrom, together with the cash then on deposit in the Escrow Fund, shall be in an amount at least sufficient to redeem the 2013 Bonds on the Redemption Date at the Redemption Price. Such direction of the Authority and substitution shall also be accompanied by an opinion of bond counsel to the effect that, after such reinvestment, the interest on the 2013 Bonds shall not be includible in the gross income of the holders of the 2013 Bonds for federal tax purposes. In the event that, following any such substitution of Federal Securities pursuant to this Section 5, there is an amount of moneys or Federal Securities in excess of an amount sufficient to make the payments required by Section 3, as indicated by such verification, such excess shall be paid to the Authority.

*Section 6. Compensation to Escrow Bank.* The Authority shall pay the Escrow Bank full compensation for its duties under this Escrow Agreement, including out-of-pocket costs such as publication costs, prepayment or redemption expenses, legal fees and other costs and expenses relating hereto. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

*Section 7. Liabilities and Obligations of Escrow Bank.* The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Agreement unless the Authority shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely and shall be protected in acting upon the written instructions of the Authority or its agents relating to any matter or action as Escrow Bank under this Escrow Agreement.

The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or securities deposited therein, the purchase of the securities to be purchased pursuant hereto, the retention of such securities or the proceeds thereof, the sufficiency of the securities or any uninvested moneys held hereunder to accomplish the purposes set forth herein, or any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Escrow Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statement of the Authority, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representations as to the sufficiency of the securities to be purchased pursuant hereto and any uninvested moneys to accomplish the purposes set forth herein or to the validity of this Escrow Agreement as to the Authority and, except as otherwise provided herein, the Escrow Bank shall incur no liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence or willful misconduct, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Escrow Agreement and no implied covenants or obligations shall be read into this Escrow Agreement against the Escrow Bank. The Escrow Bank may consult with counsel, who may or may not be counsel to the Authority, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the Authority.

Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Escrow Bank shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Escrow Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Bank, or another method or system

specified by the Escrow Bank as available for use in connection with its services hereunder.); provided, however, that the Authority shall provide to the Escrow Bank an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority, whenever a person is to be added or deleted from the listing. If the Authority elects to give the Escrow Bank Instructions using Electronic Means and the Escrow Bank in its discretion elects to act upon such Instructions, the Escrow Bank’s understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Escrow Bank cannot determine the identity of the actual sender of such Instructions and that the Escrow Bank shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Bank have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Bank and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank’s reliance upon and compliance with such Instructions notwithstanding the fact that such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Bank and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Bank immediately upon learning of any compromise or unauthorized use of the security procedures.

The Authority hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated), to the extent permitted by law, to indemnify, protect, save and hold harmless the Escrow Bank and its respective successors, assigns, agents, officers, directors, employees and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Bank (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Escrow Agreement, or as may arise by reason of any act, omission or error of the Escrow Bank made in good faith in the conduct of its duties; provided, however, that the Authority shall not be required to indemnify the Escrow Bank against its own negligence or willful misconduct. The indemnities contained in this Section 5 shall survive the termination of this Escrow Agreement or the resignation or removal of the Escrow Bank.

The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Bank will furnish the Authority monthly cash transaction statements which include detail for all investment transactions made by the Escrow Bank hereunder.

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

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

The Escrow Bank may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

The Escrow Bank may at any time resign by giving 30 days written notice of resignation to the Authority. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Bank from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the Authority, the resigning Escrow Bank and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Bank may petition any court of competent jurisdiction for the appointment of a successor, at the expense of the Authority.

The Escrow Bank shall not have any liability to any party in connection with any failure to timely file such notice of redemption with the Municipal Securities Rulemaking Board via its Electronic Municipal Marketplace Access system and the sole remedy available shall be an action by the holders of the Refunded Bonds in mandamus for specific performance or similar remedy to compel performance.

*Section 8. Amendment.* This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the Bonds shall have been filed with the Escrow Bank. This Escrow Agreement may be modified or amended at any time by a supplemental 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 or therein reserved to the Authority, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the 2013 Bonds or the 2025 Bonds, and that such amendment will not cause interest on the 2013 Bonds or the 2025 Bonds to become subject to federal income taxation. In connection with any contemplated amendment or revocation of this Escrow Agreement, prior written notice thereof and draft copies of the applicable legal documents shall be provided by the Authority to each rating agency then rating the 2025 Bonds.

*Section 9. Notice of Escrow Bank and Authority.* Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the corporate trust office of the Escrow Bank as specified by the Escrow Bank as trustee for the 2013 Bonds in accordance with the provisions of the Indenture. Any notice to or demand upon the Authority shall be deemed to have been sufficiently given or served for all purposes by being mailed by first class mail, and deposited, postage prepaid, in a post office letter box, addressed to such

party as provided in the Indenture (or such other address as may have been filed in writing by the Authority with the Escrow Bank).

*Section 10. Merger or Consolidation of Escrow Bank.* Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as trustee under the Indenture, shall be the successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act, except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

*Section 11. Governing Law.* This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

*Section 12. Severability.* In case any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

*Section 13. Counterparts.* This Escrow Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts, or as many of them as the Authority and the Escrow Bank shall preserve undestroyed, shall together constitute but one and the same instrument. Each of the parties hereto agrees that the execution of this Escrow Agreement may be conducted by electronic means. Each party agrees and acknowledges that it is such party's intent, that if such a party signs this Escrow Agreement using an electronic signature, it is signing, adopting, and accepting this Escrow Agreement, and that signing this Escrow Agreement using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this Escrow Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Escrow Agreement in a usable format.

*Section 14. Business Days.* Whenever any act is required by this Escrow Agreement to be done on a specified day or date, and such day or date shall be a day other than a business day for the Escrow Bank, then such act may be done on the next succeeding business day.

IN WITNESS WHEREOF the parties hereto have caused this Escrow Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

LA HABRA UTILITY AUTHORITY

By \_\_\_\_\_  
Executive Director

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

By \_\_\_\_\_  
Authorized Officer

**EXHIBIT A**

**SCHEDULE OF ESCROWED FEDERAL SECURITIES**

<u>Type</u>	<u>Maturity</u>	<u>Coupon</u>	<u>Principal</u>	<u>Price</u>	<u>Cost</u>	<u>Accrued</u>	<u>Total</u>
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**EXHIBIT B**

**REDEMPTION SCHEDULE**

<u>Date</u>	<u>Maturing Principal</u>	<u>Called Principal</u>	<u>Interest</u>	<u>Redemption Premium</u>	<u>Total Payment</u>
__/__/25	—	\$14,500,000		—	

## EXHIBIT C

### NOTICE OF DEFEASANCE

**La Habra Utility Authority  
(Orange County, California)  
Water Revenue Bonds, Series 2013A**

Maturity Date	Principal Amount Defeased	Interest Rate	CUSIP Number
11/1/25	\$675,000	5.000%	503441 BC0
11/1/26	710,000	5.000	503441 BD8
11/1/27	745,000	5.000	503441 BE6
11/1/28	780,000	5.000	503441 BF3
11/1/29	815,000	4.000	503441 BG1
11/1/30	845,000	4.000	503441 BH9
11/1/31	890,000	4.125	503441 BJ5
11/1/32	925,000	4.250	503441 BK2
11/1/33	965,000	4.250	503441 BL0
11/1/38	3,140,000	5.000	503441 BM8
11/1/43	2,000,000	5.000	503441 BN6
11/1/43	2,010,000	4.625	503441 BP1

NOTICE IS HEREBY GIVEN, on behalf of the La Habra Utility Authority (the "Authority") to the owners Series 2013A, and described above (collectively, the "Bonds"), that pursuant to the indenture authorizing the issuance of the Bonds (the "Indenture"), the lien of the Indenture with respect to the Bonds has been discharged through the irrevocable deposit of cash and U.S. Treasury Securities in an escrow fund (the "Escrow Fund"). The Escrow Fund has been established and is being maintained pursuant to that certain Escrow Agreement, dated May 15, 2025, by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as escrow bank (the "Escrow Bank"). As a result of such deposit, the Bonds are deemed to have been paid and defeased in accordance with the Indenture. The pledge of the funds provided for under the Indenture and all other obligations of the Authority to the owners of the Bonds shall hereafter be limited to the application of moneys in the Escrow Fund for the payment of the Bonds as described below.

The U.S. Treasury Securities deposited in the Escrow Fund, the investment earnings thereon and the cash therein have been calculated by an independent verification agent to provide sufficient moneys to redeem the outstanding Bonds in full on \_\_\_\_\_, 2025, at a redemption price equal to 100% of principal amount thereof, plus accrued interest to such date.

Neither the Authority nor The Bank of New York Mellon Trust Company, N.A., as Escrow Bank, shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as shown in this Defeasance Notice. It is included solely for convenience of the Owners.

Dated: \_\_\_\_\_, 2025

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

## EXHIBIT D

### NOTICE OF FULL/FINAL REDEMPTION

**La Habra Utility Authority  
(Orange County, California)  
Water Revenue Bonds, Series 2013A**

Issue Date	Maturity Date	Principal Amount Redeemed	Interest Rate	Redemption Price*	CUSIP Number
10/22/13	11/1/25	\$675,000	5.000%	100.000	503441 BC0
10/22/13	11/1/26	710,000	5.000	100.000	503441 BD8
10/22/13	11/1/27	745,000	5.000	100.000	503441 BE6
10/22/13	11/1/28	780,000	5.000	100.000	503441 BF3
10/22/13	11/1/29	815,000	4.000	100.000	503441 BG1
10/22/13	11/1/30	845,000	4.000	100.000	503441 BH9
10/22/13	11/1/31	890,000	4.125	100.000	503441 BJ5
10/22/13	11/1/32	925,000	4.250	100.000	503441 BK2
10/22/13	11/1/33	965,000	4.250	100.000	503441 BL0
10/22/13	11/1/38	3,140,000	5.000	100.000	503441 BM8
10/22/13	11/1/43	2,000,000	5.000	100.000	503441 BN6
10/22/13	11/1/43	2,010,000	4.625	100.000	503441 BP1

\*Plus accrued interest

NOTICE is hereby given that the outstanding La Habra Utility Authority (Orange County, California) Water Revenue Bonds, described above (collectively, the "Bonds"), have been called for redemption on \_\_\_\_\_, 2025 (the "Redemption Date"), at a price equal to 100% of the principal amount thereof (the "Redemption Price"), plus accrued interest to such date. The Bonds are being called for redemption on the Redemption Date pursuant to the provisions of the governing documents of the Bonds.

On the Redemption Date, the Redemption Price will become due and payable upon each Bond and interest with respect thereto shall cease to accrue from and after the Redemption Date.

Holders of the Bonds are requested to present their Bonds, at the following address:

The Bank of New York Mellon Trust Company, N.A.  
Attn: Transfers/Redemption  
500 Ross Street, Suite 625  
Pittsburgh, PA 15262

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

Under the Tax Cuts and Jobs Act of 2017, 24% of the Redemption Price will be withheld if tax identification number is not properly certified. The Form W-9 may be obtained from the Internal Revenue Service.

Neither the Authority nor The Bank of New York Mellon Trust Company, N.A., as Paying Agent, shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as shown in the Redemption Notice. It is included solely for convenience of the Owners.

Dated: \_\_\_\_\_, 2025

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