
ESCROW DEPOSIT AND TRUST AGREEMENT

by and between the

CORONA UTILITY AUTHORITY

and

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

Dated as of _____ 1, 2025

Relating to:

**Corona Utility Authority
2013 Wastewater Revenue Bonds
(Wastewater Projects)**

ESCROW DEPOSIT AND TRUST AGREEMENT

This ESCROW DEPOSIT AND TRUST AGREEMENT (the “Escrow Agreement”) is made and entered into as of _____ 1, 2025, by and between the Corona Utility Authority (the “Authority”) and The Bank of New York Mellon Trust Company, N.A., as Escrow Bank (the “Escrow Bank”) and as Prior Trustee, as hereinafter defined.

W I T N E S S E T H:

WHEREAS, the Authority previously issued its 2013 Wastewater Revenue Bonds (Wastewater Projects) (the “Prior Bonds”) pursuant to that certain Indenture of Trust (the “Indenture”) dated as of June 1, 2013, by and between the Authority and The Bank of New York Mellon Trust Company, N.A. (the “Prior Trustee”); and

WHEREAS, the Prior Indenture provides that in the event that deposits of moneys and certain non-callable Federal Securities (as defined in the Prior Indenture) in an amount, together with investment earnings and certain funds held under the Prior Indenture (defined below), sufficient to pay and discharge all or a portion of the indebtedness of the Prior Bonds at or before maturity, then the obligations of the Authority under the Prior Indenture shall cease and terminate with respect to the obligations so discharged, except only the obligation of the Authority to pay or cause to be paid to the Authority all sums due thereon out of the Escrow Fund with respect to the obligations so discharged and thereafter such Net Revenues (as defined in the Prior Indenture) shall be released from the lien of the Prior Indenture; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority at this time to refinance the outstanding Prior Bonds designated in Exhibit B hereto (the “Defeased Bonds”) and to redeem such Defeased Bonds on November [], 2025 (the “Redemption Date”), at a redemption price of 100% of the principal amount thereof, plus accrued interest; and

WHEREAS, the Authority proposes to make the deposit of moneys and non-callable Federal Securities referenced in the Prior Indenture and to appoint the Escrow Bank as its agent for the purpose of applying said deposit to the payment of the Defeased Bonds in accordance with the instructions provided by this Escrow Agreement and redeeming the Defeased Bonds in accordance with the Prior Indenture, and the Escrow Bank will accept said appointment; and

WHEREAS, to obtain moneys to make such deposit, the Authority proposes to issue its \$[] 2025 Wastewater Revenue Bonds (Wastewater Projects) (the “Bonds”) pursuant to that certain Indenture of Trust, dated as of October 1, 2025, by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as Trustee (the “Trustee”); and

WHEREAS, the Authority wishes to make such a deposit with the Escrow Bank and to enter into this Escrow Agreement for the purpose of providing the terms and conditions for the deposit and application of amounts so deposited; and

WHEREAS, the Escrow Bank has full powers to act with respect to the irrevocable escrow and trust created herein and to perform the duties and obligations to be undertaken pursuant to this Escrow Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Definition of Federal Securities. As used herein, the term “Federal Securities” means bills, certificates of indebtedness, notes, bonds, or other similar securities which are direct, non-callable obligations of the United States of America, CATS, TIGERS, STRPS, or defeased municipal bonds rates “AAA” by S&P and “Aaa” by Moody’s.

Section 2. Appointment of Escrow Bank. The Authority hereby appoints the Escrow Bank as escrow bank for all purposes of this Escrow Agreement and in accordance with the terms and provisions of this Escrow Agreement, and the Escrow Bank hereby accepts such appointment.

Section 3. Establishment of Escrow Fund. There is hereby created by the Authority with, and to be held by, the Escrow Bank, as security for the payment of the Defeased Bonds as hereinafter set forth, an irrevocable escrow to be maintained in trust by the Escrow Bank on behalf of the Authority and for the benefit of the owners of the Defeased Bonds, said escrow to be designated the “Escrow Fund.” All moneys and Federal Securities deposited in the Escrow Fund shall be held as a special fund for the payment of the redemption of the Defeased Bonds in accordance with the provisions of the Prior Indenture. If at any time the Escrow Bank shall receive actual knowledge that the moneys and Federal Securities in the Escrow Fund will not be sufficient to make any payment required by Section 5 hereof, the Escrow Bank shall notify the Authority of such fact and the Authority shall immediately cure such deficiency. Pending application as provided in this Escrow Agreement, amounts on deposit in the Escrow Fund are hereby irrevocably pledged to secure the payment of the principal of and interest on the Defeased Bonds, which amounts shall be held in trust by the Escrow Bank for the benefit of the registered owners of the Defeased Bonds.

The Escrow Bank may rely upon the conclusion of Causey Public Finance LLC (the “Verification Agent”) in its report dated [DATE] (the “Verification Report”) that the Federal Securities listed on Exhibit A hereto, together with interest to accrue thereon, and cash will be fully sufficient to redeem the Defeased Bonds on the Redemption Date.

Section 4. Deposit into Escrow Fund; Investment of Amounts. Concurrently with delivery of the Bonds, the Authority shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of \$[_____] in immediately available funds which shall be derived as follows: \$[_____] from proceeds of the Bonds [and \$[_____] from amounts deposited in the Reserve Fund for the Prior Bonds and the Prior Trustee is hereby instructed to transfer such monies].

The Escrow Bank shall invest the amount of \$[_____] of the moneys deposited into the Escrow Fund in the Federal Securities set forth in Exhibit A attached hereto and by this reference incorporated herein (the “Escrowed Defeasance Obligations”). The remainder in the Escrow Fund (\$[_____] shall be held in cash uninvested (the “Cash”). The Escrowed Defeasance Obligations shall be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein.

The Escrow Bank shall not be liable or responsible for any loss resulting from any reinvestment made pursuant to this Escrow Agreement and in full compliance with the provisions hereof.

Section 5. Instructions as to Application of Deposit; Authority Retains Right of Optional Redemption. The Authority hereby irrevocably directs and instructs the Escrow Bank to transfer to the Prior Trustee to apply the interest on and maturing principal amount of the Escrowed Defeasance Obligations and Cash to redeem the Defeased Bonds in full on November [___], 2025, at a redemption price of 100% of the principal amount thereof, all as more particularly set forth in Exhibit B attached hereto and hereby made a part hereof. For such purpose of call and redemption prior to maturity of the Prior Bonds, the Authority hereby instructs the Escrow Bank, as Prior Trustee, and the Escrow Bank, as Prior Trustee, hereby agrees to give notice of redemption, such notice of redemption, set forth in Exhibit D hereto, to be given timely for redemption of the Defeased Bonds on the dates indicated in Exhibit B, in accordance with the applicable provisions of the Prior Indenture. Upon the receipt of funds, the Escrow Bank shall send a notice of defeasance substantially in the form of Exhibit C attached hereto.

Section 6. Investment of Any Remaining Moneys. At the written direction of the Authority received at least two (2) Business Days in advance, the Escrow Bank shall purchase substitute Federal Securities for the Escrowed Defeasance Securities then held in the Escrow Fund with the proceeds derived from the sale, transfer, redemption, or other disposition of Federal Securities then on deposit in the Escrow Fund and any uninvested money then held by the Escrow Bank hereunder in accordance with the provisions of this Section; provided, however, that [(a) such written directions of the Authority shall also be provided to the Bond Insurer] and shall be accompanied by (i) the opinion of an independent certified public accountant, addressed to Bond Insurer or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions, that amounts in the Escrow Fund after such investment, together with interest to be derived therefrom, shall be at all times at least sufficient to make the payments specified in Section 5 hereof, and (ii) an opinion of nationally recognized bond counsel (“Bond Counsel”) that investment in accordance with such directions will not affect, for federal income tax purposes, the exclusion from gross income of interest due with respect to the Prior Bonds or the Bonds, and (b) if the Authority directs such investment or reinvestment to be made in United States Treasury Securities - State and Local Government Series, the Authority shall, at its cost, cause to be prepared and delivered all necessary subscription forms therefor to enable the Escrow Bank to acquire such securities not less than 14 days prior to the date of making such investment. 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 6 and not, in the opinion 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, required for the purposes set forth in Section 5 hereof shall be paid to the Trustee for deposit in the Debt Service Fund under the Indenture promptly upon the receipt of such interest income by the Escrow Bank.

Section 7. Application of Certain Terms of Prior Indenture. All of the terms of the Prior Indenture relating to the making of payments of principal and interest with respect to the Defeased Bonds are incorporated in this Escrow Agreement as if set forth in full herein. The

provisions of the Prior Indenture relating to the limitations from liability and protections afforded the Prior Trustee and the resignation and removal of the Prior Trustee are also incorporated in this Escrow Agreement as if set forth in full herein and shall be the procedure to be followed with respect to any resignation or removal of the Escrow Bank hereunder.

Section 8. 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, redemption or redemption expenses, legal fees and other costs and expenses relating hereto and, in addition, fees, costs and expenses relating to the purchase of any Federal Securities after the date hereof, pursuant to a separate agreement between the Authority and the Escrow Bank. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

Section 9. 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 to satisfy such obligation. 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 undertakes such duties as specifically set forth herein and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Bank.

The Authority hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and hold harmless the Escrow Bank and its respective successors, assigns, agents 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 or securities 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 misconduct. The indemnities contained in this Section 10 shall survive the termination of this Escrow Agreement and the resignation and removal of the Escrow Bank.

The Escrow Bank shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Bank be liable for any special indirect or consequential damages.

The Escrow Bank may consult with counsel of its own choice and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

The Escrow Bank shall not be responsible for any of the recitals or representations contained herein.

Whenever in the administration of this Escrow Agreement the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be deemed to be conclusively proved and established by a certificate of an authorized representative of the Authority, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be full warrant to the Escrow Bank for any action taken or suffered by it under the provisions of this Escrow Agreement upon the faith thereof.

The liability of the Escrow Bank to make the payments required by this Escrow Agreement shall be limited to the moneys and Federal Securities in the Escrow Fund.

The Escrow Bank shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys or Federal Securities deposited with it to pay the principal, interest, or premiums, if any, on the Prior Bonds.

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

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Escrow Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions 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 Authority elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

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 Authority further understands that trade

confirmations for securities transactions effected by the Escrow Bank will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker. The Escrow Bank will furnish the Authority periodic cash transaction statements which include detail for all investment transactions made by the Escrow Bank hereunder. Upon the Authority's election, such statements will be delivered via the Escrow Bank's online service and upon electing such service, paper statements will be provided only upon request.

Section 10. 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 Bond Insurer and] owners of one hundred percent (100%) in aggregate principal amount of the Defeased Bonds then outstanding 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, [and with the consent of the Bond Insurer,] 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 adversely affect the interests of the owners of the Defeased Bonds or the Bonds, and that such amendment will not cause interest on the Prior Bonds or the Bonds to become subject to federal income taxation.

Section 11. Termination; Unclaimed Money. This Escrow Agreement shall terminate upon redemption of the Prior Bonds; provided, however, that (i) money held by the Escrow Bank pursuant to this Escrow Agreement for the redemption and discharge of the Prior Bonds (which shall not be payable as to interest from and after the date set for redemption) which remain unclaimed for two (2) years after such payments were due, shall be repaid by the Escrow Bank to the Authority free from the trust created by the Prior Indenture and this Escrow Agreement, and the Escrow Bank shall thereupon be released and discharged with respect thereto and hereto and all liability of the Escrow Bank with respect to such money shall thereupon cease and (ii) excess moneys held by the Escrow Bank not needed for the redemption and discharge of the Prior Bonds shall be transferred to the Debt Service Fund under the Indenture.

Section 12. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

Section 13. 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 principal corporate trust office of the Escrow Bank by being deposited postage prepaid in a post office letter box, delivered via courier or overnight mail or sent via fax or electronic transmission addressed as follows:

If to the Escrow Bank:	The Bank of New York Mellon Trust Company, N.A. 333 South Hope Street, Suite 2525 Los Angeles, CA 90071 Attn: Corporate Trust Services Re: Corona Wastewater 2013 Bonds Escrow Fund
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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 registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to such party as provided in the Prior Indenture (or such other address as may have been filed in writing by the Authority with the Escrow Bank).

Section 14. Merger or Consolidation of Escrow Bank. Any company into which the Escrow Bank may be merged or converted or with which 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 and the Prior Indenture, shall be the successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act.

Section 15. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 16. Execution in Several 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 all such counterparts shall constitute but one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, the Authority and the Escrow Bank have each caused this Escrow Agreement to be executed by their duly authorized officers all as of the date first above written.

CORONA UTILITY AUTHORITY

By: _____
Executive Director

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

By: _____
Authorized Officer

*-Signature Page-
Escrow Deposit and Trust Agreement*

EXHIBIT A

**IDENTIFICATION OF AND PAYMENT SCHEDULE FOR
ESCROWED DEFEASANCE OBLIGATIONS**

<u>Type of Security</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Rate</u>	<u>Yield</u>	<u>Price</u>
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EXHIBIT B
DEFEASED BONDS

Maturity <u>Date</u>	Interest <u>Rate</u>	Par <u>Amount</u>	<u>Call Date</u>	Call <u>Price</u>
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EXHIBIT C

Corona Utility Authority 2013 Wastewater Revenue Bonds (Wastewater Projects)

NOTICE OF DEFEASANCE

OWNERS of certain maturities of the above-described Bonds (the “Defeased Bonds”) are hereby NOTIFIED that, pursuant to that certain Escrow Deposit and Trust Agreement, dated as of October 1, 2025, by and between the Corona Utility Authority and The Bank of New York Mellon Trust Company, N.A., as Escrow Bank (the “Escrow Bank”), the Escrow Bank has received and holds in irrevocable trust, cash moneys or non-callable direct and general obligations of the United States of America or obligations of any agency or instrumentality of the United States, the payment of principal of and interest on which is unconditionally guaranteed by the full faith and credit of the United States of America (collectively, the “Defeasance Obligations”), interest on and the principal of which obligations, when due, will provide moneys together with any such cash sufficient to redeem the Defeased Bonds on November [], 2025, as indicated on such Defeased Bonds, all as verified by an independent certified public accountant. The Escrow Bank shall collect interest on and the principal of such obligations and shall pay the same, together with any such cash moneys held by the Escrow Bank, to owners of record of the Defeased Bonds, in such amounts and at such times as shall be required to pay interest on and the principal of the Defeased Bonds to the redemption date.

The Defeased Bond CUSIP numbers, maturity dates and principal amounts are listed below:

<u>CUSIP Number</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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The Defeased Bonds are now deemed to have been paid, and the owners thereof shall hereafter be limited to the application of such cash moneys or Defeasance Obligations for the payment of interest on and the principal of such Defeased Bonds as the same become due and payable as described above.

THIS IS NOT A NOTICE OF REDEMPTION. THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REQUIRE OR SOLICIT THE PRESENT SURRENDER OR EXCHANGE OF THE DEFEASED BONDS.

The CUSIP numbers have been assigned by an independent service for convenience of reference and none of the Authority, the Trustee or the Escrow Bank shall be held liable for any inaccuracy in any such CUSIP number.

DATED: _____, 2025

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

EXHIBIT D

**Corona Utility Authority
2013 Wastewater Revenue Bonds
(Wastewater Projects)**

NOTICE OF OPTIONAL REDEMPTION

NOTICE IS HEREBY GIVEN that on November [], 2025 (the “Redemption Date”), the above-captioned bonds (the “Bonds”) have been called for redemption pursuant to Section 4.01(b) of that certain Indenture of Trust, dated as of June 1, 2013, by and between The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), and the Corona Utility Authority (the “Authority”). The Bonds will be redeemed at 100% of the principal amount plus accrued interest (the “Redemption Price”). Interest will be paid in the usual manner.

The Bond CUSIP numbers and maturity dates are listed below:

<u>CUSIP Number</u>	<u>Principal Amount</u>	<u>Maturity Date</u> <u>(September 1)</u>
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The Bonds are due and payable at the office of the Trustee on Redemption Date. Interest will cease to accrue on the Bonds from and after the Redemption Date. The Bonds should be presented for redemption to the office of the Trustee at the following address:

To avoid a 28% back-up withholding tax required by Federal law, holders of Bonds must submit with their Bonds a completed IRS Form W-9. For your convenience a Form W-9 has been enclosed.

The CUSIP number is included solely for the convenience of the holders of Bonds. Neither the Authority nor the Trustee shall be responsible for the selection or use of the CUSIP numbers nor is any representation made as to their correctness on the Bonds or as indicated in any redemption notice.

Dated: _____

The Bank of New York Mellon Trust
Company, N.A., as Trustee