OH&S Draft
6/2/2015

ESCROW AGREEMENT

by and between

COUNTY OF CONTRA COSTA PUBLIC FINANCING AUTHORITY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

Dated as of July 1, 2015

relating to the

County of Contra Costa Public Financing Authority
Lease Revenue Bonds (Refunding and Various Capital Projects), 1999 Series A

County of Contra Costa Public Financing Authority
Lease Revenue Bonds (Various Capital Projects), 2002 Series A

County of Contra Costa Public Financing Authority
Lease Revenue Bonds (Refunding and Various Capital Projects), 2002 Series B

County of Contra Costa Public Financing Authority
Lease Revenue Bonds (Various Capital Projects), 2003 Series A

County of Contra Costa Public Financing Authority
Lease Revenue Bonds (Refunding and Various Capital Projects), 2007 Series A

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ESCROW AGREEMENT
(1999A, 2002A, 2002B, 2003A and 2007A Bonds)

THIS ESCROW AGREEMENT, dated as of July 1, 2015, is entered into by and between the COUNTY OF CONTRA COSTA PUBLIC FINANCING AUTHORITY (the "Authority"), a joint exercise of powers authority, duly organized and validly existing pursuant to an Agreement entitled "County of Contra Costa Financing Authority Joint Exercise of Powers Agreement," by and between the County of Contra Costa and the Contra Costa County Redevelopment Agency, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee and as escrow bank (the "Escrow Agent").

W I T N E S S E T H:

WHEREAS, Wells Fargo Bank, National Association, as successor trustee (the "Prior Trustee"), and the Authority have heretofore executed a trust agreement, dated as of February 1, 1999, as supplemented by the First Supplemental Trust Agreement, dated as of January 1, 2001, the Second Supplemental Trust Agreement, dated as of May 1, 2001, the Third Supplemental Trust Agreement, dated as of June 1, 2002, the Fourth Supplemental Trust Agreement, dated as of July 1, 2002, the Fifth Supplemental Trust Agreement, dated as of July 1, 2003, the Sixth Supplemental Trust Agreement, dated as of March 1, 2007 and the Seventh Supplemental Trust Agreement, dated as of August 1, 2007 (as amended and supplemented, the "Prior Trust Agreement");

WHEREAS, the Authority has heretofore issued its County of Contra Costa Public Financing Authority Lease Revenue Bonds (Refunding and Various Capital Projects), 1999 Series A (the "1999A Bonds"), the County of Contra Costa Public Financing Authority Lease Revenue Bonds (Various Capital Projects), 2002 Series A (the "2002A Bonds"), the County of Contra Costa Public Financing Authority Lease Revenue Bonds (Refunding and Various Capital Projects), 2002 Series B (the "2002B Bonds"), the County of Contra Costa Public Financing Authority Lease Revenue Bonds (Various Capital Projects), 2003 Series A (the "2003A Bonds") and the County of Contra Costa Public Financing Authority Lease Revenue Bonds (Refunding and Various Capital Projects), 2007 Series A (the "2007A Bonds"), pursuant to the Prior Trust Agreement;

WHEREAS, the Authority has determined that it is in the Authority's best interests to defease and redeem the 1999A Bonds, the 2002A Bonds, the 2002B Bonds, the 2003A Bonds and a portion of the 2007A Bonds (together, the "Refunded Bonds") and to issue the County of Contra Costa Public Financing Authority Lease Revenue Bonds (Refunding and Capital Projects), 2015 Series A and 2015 Series B (the "Refunding Bonds") pursuant to a trust agreement, dated as of July 1, 2015 (the "Trust Agreement"), between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee), for such purpose;

WHEREAS, Section 3.01 of the Trust Agreement provides for the transfer and deposit of certain proceeds of the Refunding Bonds to the Escrow Fund created hereunder to defease and redeem the Refunded Bonds, and such proceeds shall be in such amount and shall be

invested in Government Securities under the Prior Trust Agreement so as to insure the full and timely payment of the Refunding Requirements (as hereinafter defined); and,

NOW, THEREFORE, in consideration of the mutual agreements herein contained, in order to secure the payment of the Refunding Requirements as heretofore provided, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives, successors and assigns, as follows:

Section 1. Definitions.

As used in this Escrow Agreement the following terms have the following meanings:

"Escrow Agent" means Wells Fargo Bank, National Association, or any successor thereto appointed under this Escrow Agreement.

"Escrow Fund" means the fund by that name created pursuant to Section 2 hereof.

"Escrowed Securities" means any of those certain Government Securities listed in Exhibit B to this Escrow Agreement.

"Government Securities" has the meaning assigned to such term in the Prior Trust Agreement.

"Independent Certified Public Accountant" means an independent firm of nationally recognized certified public accountants.

"Prior Trustee" means Wells Fargo Bank, National Association, as successor trustee for the Refunded Bonds.

"Refunded Bonds" means the 1999A Bonds, the 2002A Bonds, the 2002B Bonds, the 2003A Bonds and a portion of the 2007A Bonds, further defined in Exhibit A hereto.

"Refunding Bonds" means the County of Contra Costa Public Financing Authority Lease Revenue Bonds (Refunding and Capital Projects), 2015 Series A and 2015 Series B, issued pursuant to the Trust Agreement.

"Refunding Requirements" means all installments of principal and interest on the Refunded Bonds, as such payments become due on and prior to the redemption date for the respective series of Refunded Bonds and the principal and redemption premium on the respective redemption dates thereof, as shown in Exhibit A to this Escrow Agreement.

"State" means the State of California.

"Trustee" means Wells Fargo Bank, National Association, as trustee for the Refunding Bonds.

All other capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Prior Trust Agreement.

Section 2. Creation and Purpose of Escrow.

A. There is hereby created and established with the Escrow Agent a special and irrevocable trust fund designated as the "County of Contra Costa Public Financing Authority Escrow Fund" (the "Escrow Fund"). The Escrow Agent shall keep the Escrow Fund separate and apart from all other funds and moneys held by it and shall hold the Escrow Fund in trust for the purposes described herein.

B. On the date of delivery of the Refunding Bonds to the underwriters thereof, the Trustee, pursuant to Section 3.01 of the Trust Agreement, will deposit with the Escrow Agent in escrow, to be held and accounted for in the Escrow Fund and paid out as provided in this Escrow Agreement and in the Prior Trust Agreement, moneys representing a portion of the proceeds from the sale of the Refunding Bonds, in the amount of $_____ [Add any other deposits]. Such moneys shall be sufficient for the purchase of the Escrowed Securities and to make the cash deposit to the Escrow Fund and shall be used by the Escrow Agent to purchase the Escrowed Securities and make such cash deposit on such date.

The amount of initial cash deposit and amount of funds allocated to the purchase of the Escrowed Securities for the Escrow Fund are as follows:

Escrow Fund:

Beginning Cash:	$_____
Purchase of Escrowed Securities:	$_____

The principal of and interest on the Escrowed Securities and any uninvested cash held hereunder in the Escrow Fund shall be applied by the Escrow Agent to the payment of the Refunding Requirements related to the Escrow Fund.

C. The funds held in the Escrow Fund shall not be subject to withdrawal other than to satisfy the Refunding Requirements.

D. The Authority has determined, as verified by the report of an Independent Certified Public Accountant, dated _____, 2015 (the "Verification Report"), that the Escrowed Securities are such that, if interest thereon and principal thereof are paid when due, the proceeds from the collection of such interest and principal, together with any uninvested cash held hereunder, will be sufficient to meet the Refunding Requirements.

E. The Escrow Agent shall hold all Escrowed Securities, whether acquired as initial investments, subsequent investments or reinvestments hereunder, and the money received from time to time as principal and interest thereon, in trust, to secure and for the payment of the Refunding Requirements and shall collect the principal of and interest on the Escrowed Securities held by it hereunder promptly as such principal and interest become due.

F. Pursuant hereto, the Escrow Agent as Prior Trustee has received, in form satisfactory to it, irrevocable instructions to provide notice of redemptions in accordance with Section 4.05 of the Prior Trust Agreement.

Section 3. Bondholder Notices.

The Escrow Agent is hereby irrevocably instructed to mail, as soon as practicable, a notice of the defeasance of the Refunded Bonds in the form attached hereto as Exhibit C in accordance with Section 4.05 of the Prior Trust Agreement and to give, not more than 60 or less than 30 days prior to the redemption date of such Series of Bonds, notice of redemption of such Series of Bonds as required by the Prior Trust Agreement.

Section 4. Accounting for Escrow; Substitutions.

A. The moneys and the Escrowed Securities from time to time accounted for in the Escrow Fund shall not be subject to withdrawal by the Authority nor otherwise subject to their order except as otherwise provided in Sections 2 and 8 hereof.

B. The Authority may from time to time direct the Escrow Agent to sell, exchange or substitute Escrowed Securities for other Government Securities; provided that there shall be no sale, exchange or substitution of the Escrowed Securities, unless the following are received: (i) the written direction of the Authority, (ii) receipt by the Authority and the Escrow Agent of a new Verification Report, prepared by an Independent Certified Public Accountant, verifying the sufficiency of the escrow to pay all Refunding Requirements when due in full on their respective due dates and (iii) receipt of an unqualified legal opinion of nationally recognized bond counsel that such investment will not adversely affect the tax-exempt status of interest on the Refunded Bonds or the Refunding Bonds under Section 103 of the Internal Revenue Code of 1986 and the regulations of the United States Department of the Treasury issued thereunder.

Section 5. Investments and Reinvestments.

The Escrow Agent shall have no other obligation by virtue of this Escrow Agreement, general trust law or otherwise, to make any investment or reinvestment of any moneys in escrow at any time except as expressly directed by the Authority and upon receipt, but only in case of such Authority direction that securities must be reinvested in Government Securities, of (i) the written direction of the Authority, (ii) receipt by the Authority and the Escrow Agent of a new Verification Report, prepared by an Independent Certified Public Accountant, verifying the sufficiency of the escrow to pay all Refunding Requirements when due on their respective due dates and (iii) receipt of an opinion of nationally recognized bond counsel that such investment will not adversely affect the validity of the Refunding Bonds or the Refunded Bonds under State law.

Section 6. Sufficiency of Escrow.

Moneys deposited in the Escrow Fund, including the investment earnings thereon and any uninvested cash, shall be in an amount, as determined by the Authority, which at all times shall be sufficient to meet the Refunding Requirements not theretofore met.

Section 7. Transfers for Payment of Refunded Bonds.

The Escrow Agent shall make from time to time such transfers to the Prior Trustee as will assure, to the extent of moneys in the Escrow Fund, the payment of the Refunding Requirements when due, as provided herein and in the Prior Trust Agreement.

Section 8. Termination of Escrow Agreement; Written Request of Authority.

When the Escrow Agent shall have transferred, pursuant to Section 7 hereof, such moneys as are required to pay in full and discharge all of the Refunded Bonds, the Escrow Agent, after payment of all fees and expenses of the Escrow Agent, shall immediately pay over to the Authority or its order the moneys, if any, then remaining in the Escrow Fund and shall make forthwith a final report to the Authority, and this Escrow Agreement shall terminate. The Prior Trustee shall pay to the Authority any and all unclaimed moneys as provided in Section 10.02 of the Prior Trust Agreement and this shall constitute the Written Request of the Authority for such purpose.

Section 9. Fees and Costs.

A. The Escrow Agent's fees, expenses and reimbursement for costs incurred for and in carrying out the provisions of this Escrow Agreement have been fixed as set forth in Exhibit D. The Escrow Agent shall also be entitled to additional fees, expenses and reimbursement for costs incurred, including but not limited to, legal and accounting services in connection with any litigation or other proceedings which may at any time be instituted involving this Escrow Agreement not due to the negligence or willful misconduct of the Escrow Agent. Under no circumstances shall any fees, expenses or reimbursement of costs of the Escrow Agent or any other party (including without limitation, the cost of any required Verification Report) be paid out of amounts held in the Escrow Fund.

B. Payments to the Escrow Agent pursuant to this Section 9 shall not be for deposit in the Escrow Fund, and the fees of and the costs incurred by the Escrow Agent shall not be a charge on and in no event shall be deducted from the Escrow Fund.

Section 10. Reports.

A. Each month until the termination of this Escrow Agreement, the Escrow Agent shall submit to the Authority a report covering all money it shall have received and all payments it shall have made or caused to be made hereunder during the preceding one-month period. Such report shall be subject to audit by the Authority or by such Independent Certified Public Accountant, as may be designated by the Authority.

B. The last report shall be made at the time provided in Section 8 hereof.

C. Each such report shall also list all Escrowed Securities and the amount of money accounted for in the Escrow Fund on the date of such report, except for the last report.

Section 11. Character of Deposit.

A. It is recognized that title to the Escrowed Securities and moneys accounted for in the Escrow Fund from time to time be vested in the Escrow Agent but subject always to the prior trust, charge and lien thereon of this Escrow Agreement in favor of the owners of the Refunded Bonds and the use thereof required to be made by the provisions hereof.

B. The Escrow Agent shall hold all such securities and moneys in the Escrow Fund as special trust funds separate and wholly segregated from all other securities and funds of the Escrow Agent or deposited therein, and shall never commingle such securities or moneys with other securities or moneys.

C. No money paid into and accounted for in the Escrow Fund shall ever be considered as a banking deposit and the Escrow Agent shall have no right or title with respect thereto except in its capacity as Escrow Agent hereunder.

Section 12. Exculpatory Provisions.

A. The duties and responsibilities of the Escrow Agent are limited to those expressly and specifically stated in this Escrow Agreement.

B. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment or reinvestment made pursuant to this Escrow Agreement and made in compliance with the provisions hereof. The Escrow Agent shall not be liable or responsible for the accuracy of any calculations or the sufficiency of any Escrowed Securities, the Escrow Fund or any moneys held by it to meet the Refunding Requirements.

C. No provision of this Escrow Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent failure to act or its own willful misconduct.

D. The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Authority of any of its obligations, nor shall it be responsible in any manner for the recitals or statements contained herein or in the Refunded Bonds or any proceedings taken in connection therewith, such recitals and statements being made solely by the Authority. The Escrow Agent may conclusively rely on any opinion, written request, certificate, written direction or report of the Authority, any certified public accountant, financial advisor or investment bank delivered to it and received in good faith in connection with the transactions contemplated hereby.

E. Nothing in this agreement shall be construed to create any obligations or liabilities on the part of the Escrow Agent to anyone other than the Authority and the holders of the Refunded Bonds.

F. The Escrow Agent may at any time resign by giving thirty (30) days written notice to the Authority of such resignation. The Authority may remove the Escrow Agent at any time by giving thirty (30) days written notice to the Escrow Agent of such removal. The Authority shall promptly appoint a successor Escrow Agent by the resignation or removal date. Resignation or removal of the Escrow Agent will be effective only upon acceptance of appointment by a successor Escrow Agent and the transfer of escrowed assets over to the successor Escrow Agent. If the Authority does not appoint a successor, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Agent. After receiving a notice of resignation or giving notice of removal of an Escrow Agent, the Authority may appoint a temporary Escrow Agent to replace the resigning or removed Escrow Agent until the Authority appoints a successor Escrow Agent. Any such temporary Escrow Agent so appointed by the Authority shall immediately and without further act be superseded by the successor Escrow Agent so appointed; provided, that the successor Escrow Agent accepts such appointment and the escrowed assets are transferred over to the successor Escrow Agent.

G. The Authority, to the extent permitted by law, agrees to indemnify the Escrow Agent, its agents and its officers or employees for and hold the Escrow Agent, its agents, officers or employees harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable fees and disbursements of counsel for the Escrow Agent) which may be imposed on, incurred by, or asserted against the Escrow Agent at any time by reason of the performance of its duties as Escrow Agent hereunder, in any transaction arising out of this Escrow Agreement or the Trust Agreement or any of the transactions contemplated herein or in the Trust Agreement, unless due to the Escrow Agent's or its officers' or employees' or agents' negligence or willful misconduct. Such indemnity shall survive the termination of this Escrow Agreement or resignation of the Escrow Agent.

H. The Escrow Agent may consult with counsel, who may be counsel of or to the Authority, with regard to legal questions and the opinion of such counsel shall be full and complete authorization in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Section 13. Time of Essence.

Time shall be of the essence in the performance of the obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

Section 14. Amendments.

This Escrow Agreement may not be revoked or amended by the parties hereto unless there shall first have been filed with the Authority and the Escrow Agent (i) a written opinion of nationally recognized bond counsel stating that such amendment will not adversely affect the tax-exempt status of interest on the Refunded Bonds or the Refunding Bonds under Section 103 of the Internal Revenue Code of 1986 and the regulations of the United States Department of the Treasury issued thereunder and (ii) unless such amendment is limited to

(1) insertion of unintentionally omitted material, correction of mistakes or clarification of ambiguities, (2) pledging of additional legal security to the Refunded Bonds, or (3) providing for the deposit of additional cash and/or securities in the Escrow Fund, the written consent of all the owners of the Refunded Bonds then outstanding.

Section 15. Successors.

A. Whenever herein the Authority or the Escrow Agent is named or is referred to, such provision shall be deemed to include any successor of the Authority or the Escrow Agent, respectively, immediate or intermediate, whether so expressed or not. The successor Escrow Agent must be in place and the escrowed assets transferred over to it before the predecessor Escrow Agent is released.

B. All of the stipulations, obligations and agreements by or on behalf of, and other provisions for the benefit of, the Authority or the Escrow Agent contained herein:

(1) Shall bind and inure to the benefit of any such successor; and

(2) Shall bind and shall inure to the benefit of any officer, board, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the Authority or the Escrow Agent, respectively, or of its successor.

Section 16. Notices.

All notices and communications hereunder shall be in writing and shall be deemed to be duly given if received or sent by first class mail to the following addresses or to such other address as the recipient thereof shall request in writing to the other party hereto:

If to the Authority: County of Contra Costa Public Financing Authority
County Administrator's Office
651 Pine Street, 10th Floor
Martinez, CA 94553-0063
Attn: Senior Deputy County Administrator/Debt Manager

If to the Escrow Agent: Wells Fargo Bank, National Association
_____
_____
Attn: Corporate Trust

Section 17. Severability.

If any section, paragraph, 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, clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

Section 18. Law Governing.

This Escrow Agreement is made in the State of California and is to be construed under the Constitution and laws of such State.

Section 19. Counterparts.

This Escrow 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 instrument.

IN WITNESS WHEREOF, the COUNTY OF CONTRA COSTA PUBLIC FINANCING AUTHORITY has caused this Escrow Agreement to be signed in its name by its duly authorized officer, and WELLS FARGO BANK, NATIONAL ASSOCIATION, has caused this Escrow Agreement to be signed in its name by its duly authorized officer, all as of the day and year first above written.

COUNTY OF CONTRA COSTA PUBLIC FINANCING AUTHORITY

By:_____
Deputy Executive Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Escrow Agent

By:_____
Authorized Officer

EXHIBIT A

REFUNDING REQUIREMENTS

EXHIBIT B

ESCROWED SECURITIES

The following securities will be deposited into the Escrow Fund on [Closing Date]:

Initial Cash Deposit: $_____

EXHIBIT C

NOTICE OF DEFEASANCE

Notice to the Holders of

County of Contra Costa Public Financing Authority
Lease Revenue Bonds (Refunding and Various Capital Projects),
1999 Series A, 2002 Series B and 2007 Series A
and
County of Contra Costa Public Financing Authority
Lease Revenue Bonds (Various Capital Projects),
2002 Series A and 2003 Series A

NOTICE IS HEREBY GIVEN that the COUNTY OF CONTRA COSTA PUBLIC FINANCING AUTHORITY (the "Authority") has on [Closing Date], from the proceeds of the sale of the County of Contra Costa Public Financing Authority Lease Revenue Bonds (Refunding and Capital Projects), 2015 Series A and 2015 Series B, irrevocably set aside in an Escrow Fund created for such purpose and held by Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent"), moneys which the Authority has determined, when added to the investment earnings therefrom, shall be sufficient to pay the principal of and interest on certain of the outstanding bonds identified below (the "Bonds"), as such payments become due up to and including the respective redemption dates for the Bonds:

$_____
Contra Costa County Public Financing Authority
Lease Revenue Bonds
(Refunding and Various Capital Projects)
1999 Series A
Dated Date: March 4, 1999

Maturity Date (_____1)	Amount	Interest Rate	CUSIP (21226P)†	Redemption Date (_____)	Redemption Price

$_____
Contra Costa County Public Financing Authority
Lease Revenue Bonds
(Various Capital Projects)
2002 Series A
Dated Date: June 27, 2002

Maturity Date (____1)	Amount	Interest Rate	CUSIP (21226P)†	Redemption Date (_____)	Redemption Price

$_____
Contra Costa County Public Financing Authority
Lease Revenue Bonds
((Refunding and Various Capital Projects))
2002 Series B
Dated Date: June 27, 2002

Maturity Date (____1)	Amount	Interest Rate	CUSIP (21226P)†	Redemption Date (_____)	Redemption Price

$_____
Contra Costa County Public Financing Authority
Lease Revenue Bonds
(Various Capital Projects)
2003 Series A
Dated Date: August 14, 2003

Maturity Date (_____1)	Amount	Interest Rate	CUSIP (21226P)†	Redemption Date (_____)	Redemption Price

$_____
Contra Costa County Public Financing Authority
Lease Revenue Bonds
(Refunding and Various Capital Projects)
2007 Series A
Dated Date: March 14, 2007

Maturity Date (_____1)	Amount	Interest Rate	CUSIP (21226P)†	Redemption Date (_____1)	Redemption Price

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Capital IQ. Copyright© 2015 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. Neither the Authority or the Escrow Agent takes any responsibility for the accuracy of such numbers.

The moneys so deposited in escrow (including the earnings derived from the investment thereof) are irrevocably pledged to the payment of principal, premium and interest on certain of the Bonds. Said moneys have been invested in permitted investments pursuant to the Trust Agreement defined in the next paragraph, which bear interest and mature on such dates as

to insure the payment of interest on the outstanding Bonds as such interest becomes due and to pay the principal and premium on the Bonds on each redemption date therefor, to and including the respective redemption dates for the Bonds.

As a consequence of the foregoing actions and in accordance with the trust agreement, dated as of February 1, 1999 (as supplemented and amended the "Trust Agreement"), between the Authority and Wells Fargo Bank, National Association, as successor trustee, providing for the issuance of the Bonds, the Bonds designated by the CUSIP number provided above and chosen for defeasance are deemed paid in accordance with Section 10.01 of the Trust Agreement.

Certain maturities of the 2007A Bonds will be refunded in part. In order to distinguish the refunded portion of the 2007A Bonds from the unrefunded portion of such Bonds, new CUSIP numbers have been assigned to each such maturity. The principal amount and the new CUSIP number for the refunded portion of the 2007A Bonds and the principal amount and the new CUSIP number for the unrefunded portion of such series and maturity are as follows:

$_____
Contra Costa County Public Financing Authority
Lease Revenue Bonds
(Refunding and Various Capital Projects)
2007 Series A
Dated Date: March 14, 2007

Maturity Date (_____1)	Interest Rate	Original CUSIP Number (21226P)†	Principal Amount Refunded	CUSIP Number for Refunded Bonds (21226P)†	Unrefunded Principal Balance	CUSIP Number for Unrefunded Bonds (21226P)†

Additional information regarding the foregoing actions may be obtained from Wells Fargo Bank, National Association

EXHIBIT D

FEE SCHEDULE

ONE-TIME ESCROW AGENT FEE/per escrow

Refunding of 1999A Bonds
Refunding of 2002A and 2002B Bonds
Refunding of 2003A Bonds
Refunding of 2007A Bonds