

ESCROW AGREEMENT
RELATING TO THE DEFEASANCE AND REDEMPTION OF
CITY OF SANTA CLARA, CALIFORNIA
ELECTRIC REVENUE REFUNDING BONDS,
SERIES 2011 A

THIS ESCROW AGREEMENT (the “Escrow Agreement”), dated as of [April 1], 2020, is by and between the City of Santa Clara, California (the “City”) and The Bank of New York Mellon Trust Company, N.A., as escrow agent hereunder (the “Escrow Agent”) and as trustee with respect to the Series 2011 A Bonds referred to below (the “Trustee”),

W I T N E S E T H:

WHEREAS, the City has previously authorized and issued its \$54,830,000 aggregate principal amount of City of Santa Clara, California Electric Revenue Refunding Bonds, Series 2011 A (the “Series 2011 A Bonds”), of which \$54,830,000 principal amount remains outstanding, pursuant to the Amended and Restated Electric Revenue Bond Indenture, dated as of March 1, 2011 (the “Electric Revenue Bond Indenture”), as supplemented by the First Supplemental Electric Revenue Bond Indenture, dated as of March 1, 2011 (the “Series 2011 A Supplement”), each by and between the City and the Trustee (the Electric Revenue Bond Indenture as amended and supplemented to the date hereof, including as supplemented by the Series 2011 A Supplement, being referred to herein as the “Indenture”);

WHEREAS, the City has determined to execute and deliver that certain Loan Agreement, dated as of [April 1,] 2020, between the City and Bank of America, N.A. (the “Bank”), pursuant to which the City will borrow funds for the primary purpose of refunding the \$54,830,000 outstanding principal amount of Series 2011 A Bonds, and will issue and deliver to the Bank its \$_____ Subordinated Electric Revenue Refunding Bonds, Series 2020-1 (the “Subordinate 2020-1 Bonds”) evidencing its repayment obligations to the Bank for such borrowing; and

WHEREAS, by irrevocably depositing with the Escrow Agent a specified amount of the proceeds of the Subordinate 2020-1 Bonds, [together with certain other available funds,] and directing the Escrow Agent to invest such amounts in certain investments satisfying the criteria set forth in Section 9.03 of the Indenture, the Escrow Agent will have money sufficient to pay: (i) interest on the Series 2011 A Bonds as the same shall become due on each interest payment date therefor to and including July 1, 2021, and (ii) the redemption price (*i.e.*, 100% of the principal amount) of the \$54,830,000 outstanding principal amount of the Series 2011 A Bonds on July 1, 2021 (such Series 2011 A Bonds being refunded as provided herein being hereinafter referred to as the “Refunded Series 2011 A Bonds”);

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Escrow Agent agree as follows:

SECTION 1. Deposit of Moneys. The City hereby deposits with the Escrow Agent \$_____ (representing \$_____ of the net proceeds of the Subordinate 2020-1 Bonds, \$_____ transferred from the reserve fund for the Refunded Series 2011 A Bonds, [and \$_____ contributed by the City]); all to be held in irrevocable escrow by the Escrow Agent, separate and apart from other funds and accounts of the City and the Escrow Agent, in a fund

hereby created and established to be known as the “2011 A Bonds Escrow Fund,” to be applied solely as provided in this Escrow Agreement. \$_____ of said moneys will be applied to purchase direct obligations of the United States of America (including obligations held or issued in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America and otherwise satisfying the criteria set forth in Section 9.03 of the Indenture (the “Federal Securities”), and \$_____ of said moneys will be held uninvested as cash. The moneys set forth above are at least an amount sufficient to purchase the Federal Securities. The principal of and interest on the Federal Securities when due will provide moneys, together with the moneys held uninvested as cash as set forth above, in an amount which has been calculated by PFM Financial Advisors LLC and verified by Samuel Klein and Company, Certified Public Accountants (the “Verification Agent”) to be sufficient to pay, (i) interest on the Series 2011 A Bonds as the same shall become due on each interest payment date therefor to and including July 1, 2021, and (ii) the redemption price (*i.e.*, 100% of the principal amount) of the Refunded Series 2011 A Bonds on July 1, 2021.

SECTION 2. Investment of Moneys. The Escrow Agent acknowledges receipt of the moneys described in Section 1 hereof and agrees to immediately invest such moneys in the Federal Securities set forth in Schedule A hereto and to deposit such Federal Securities in the 2011 A Bonds Escrow Fund. All other amounts in the 2011 A Bonds Escrow Fund not so invested shall be held as cash as hereinabove provided.

SECTION 3. Reinvestment Requirements. In the event that the Escrow Agent receives any payment of principal or interest from the Federal Securities, prior to the date on which such payment is required for the purposes set forth herein, the Escrow Agent shall, at the written direction of the City, reinvest the amount of such payment, or any portion thereof, in noncallable bonds or other obligations which as to principal and interest constitute direct obligations of the United States of America (including obligations held or issued in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America and otherwise satisfying the criteria set forth in Section 9.03 of the Indenture maturing not later than the date on which such payment or portion thereof is required for the purposes set forth in Section 5, as verified in a report prepared by the Verification Agent or another independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of public agencies, and provided the City has obtained and delivered to the Escrow Agent an unqualified opinion of nationally recognized bond counsel that such reinvestment will not adversely affect the exclusion from gross income of interest on the Refunded Series 2011 A Bonds for purposes of federal income taxation or preclude the conversion of the Subordinate 2020-1 Bonds to obligations the interest on which is excluded from gross income for purposes of federal income taxation. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 3 which is not required for the purposes set forth in this Section 3 or Section 5, as verified in the Verification Report or in any other report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of public agencies, shall be paid to the City promptly upon the receipt of such interest income by the Escrow Agent. In the absence of such written direction the Escrow Agent shall hold such amounts uninvested.

SECTION 4. Substitution of Securities. Upon the written request of the City, and subject to the conditions and limitations herein set forth and applicable governmental rules and regulations, the Escrow Agent shall sell, redeem or otherwise dispose of the Federal Securities, provided there are substituted therefor from the proceeds of such Federal Securities, bonds and other obligations which, as to principal and interest, constitute direct obligations of the United States of America (including obligations held or issued in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America and otherwise satisfying the criteria set forth in Section 9.03 of the Indenture, but only after the City has obtained and delivered to the Escrow Agent (i) an unqualified opinion of nationally recognized bond counsel that such reinvestment will not adversely affect the exclusion from gross income of interest on the Refunded Series 2011 A Bonds for purposes of federal income taxation or preclude the conversion of the Subordinate 2020-1 Bonds to obligations the interest on which is excluded from gross income for purposes of federal income taxation, and (ii) a report by the Verification Agent or another independent certified public accountant or firm of certified public accountants to the effect that such reinvestment will not adversely affect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to pay the principal or redemption price of, and interest on, the Refunded Bonds in accordance with this Escrow Agreement. The Escrow Agent 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. Payment of Refunded Series 2011 A Bonds.

(a) Payment. From the maturing principal of the Federal Securities and the investment income and other earnings thereon and the moneys on deposit in the 2011 A Bonds Escrow Fund, the Escrow Agent is hereby instructed to, (which instruction shall constitute a request of the City pursuant to the Indenture) and shall, apply the amounts on deposit in the 2011 A Bonds Escrow Fund to pay (i) interest on the Series 2011 A Bonds as the same shall become due on each interest payment date therefor to and including July 1, 2021, and (ii) the redemption price (*i.e.*, 100% of the principal amount) of the \$54,830,000 outstanding principal amount of the Series 2011 A Bonds on July 1, 2021. The amounts required to be paid on the Refunded Series 2011 A Bonds on each such date of payment therefor are shown on Schedule B hereto.

(b) Irrevocable Instructions to Provide Notice. The City hereby irrevocably instructs the Escrow Agent (as Trustee and dissemination agent for the Refunded Series 2011 A Bonds), (1) to, as soon as practicable following the execution and delivery of this Escrow Agreement, mail a notice substantially in the form of Exhibit A to the owners of the Refunded Series 2011 A Bonds that an irrevocable deposit has been made with the Escrow Agent and that the Refunded Series 2011 A Bonds have been deemed to be paid in accordance with the Indenture, with a copy of such notice to be provided as an enumerated event notice by electronic means of communication to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access System (referred to as "EMMA"), at www.emma.msrb.org; and (2) provide a notice substantially the form of Exhibit B at least thirty (30) days but not more than sixty (60) days prior to July 1, 2021 (*i.e.*, the redemption date) of the redemption of the Refunded Series 2011 A Bonds to be redeemed on such date (i) by first-class mail to the registered owners of the Refunded Series 2011 A Bonds, (ii) by first-class mail and by facsimile or other electronic means

of communication to the Securities Depository (as defined in the Indenture) and (iii) by electronic means of communication as an enumerated event notice to the Municipal Securities Rulemaking Board through EMMA, at www.emma.msrb.org, all in accordance with the Indenture and the Continuing Disclosure Agreement for the Refunded Series 2011 A Bonds.

The Escrow Agent hereby confirms that it will take all actions required to be taken by it under the Indenture and this Escrow Agreement in order to effectuate the defeasance, redemption and payment of the Refunded Series 2011 A Bonds as provided herein.

(c) Unclaimed Moneys. Any moneys which remain unclaimed for two years after the date such moneys have become due and payable hereunder shall be repaid by the Escrow Agent to the City, and the Escrow Agent shall thereupon be released and discharged with respect thereto, and the owners of the Refunded Series 2011 A Bonds shall look only to the City for the payment on the Refunded Series 2011 A Bonds; provided, however, that before making such repayment to the City, the Escrow Agent shall, at the expense of the City, cause to be mailed to the registered owners of any unredeemed Refunded Series 2011 A Bonds, a notice that such money remains unclaimed and that, after a date set forth in the notice, which date shall not be less than thirty (30) days after the date of mailing of the notice, the balance of the money then unclaimed will be returned to the City.

(d) Priority of Payments. The owners of the Refunded Series 2011 A Bonds shall have a lien on moneys and securities in the 2011 A Bonds Escrow Fund which are allocable and sufficient to repay the Refunded Series 2011 A Bonds, in accordance with this Escrow Agreement, as verified by the Verification Report, until such moneys and such securities are used and applied as provided in this Escrow Agreement.

(e) Termination of Obligation. As provided in the Indenture, upon deposit of moneys with the Escrow Agent in the 2011 A Bonds Escrow Fund as set forth in Section 1 hereof and the purchase of the various Federal Securities as provided in Section 2 hereof and notice of, or provision for notice of redemption having been given as set forth in Section 5(b) hereof, all liability of the City in respect of such Refunded Series 2011 A Bonds shall cease, terminate, and be completely discharged; provided that the owners of the Refunded Series 2011 A Bond shall be entitled to the payment of the principal of and interest on the Refunded Series 2011 A Bonds only out of the moneys or securities deposited with the Trustee as Escrow Agent as provided in this Escrow Agreement.

SECTION 6. Performance of Duties. The Escrow Agent agrees to perform only the duties set forth herein and shall have no responsibility to take any action or omit to take any action not set forth herein. The Escrow Agent may conclusively rely, as to the trust and accuracy of the statements and correctness of the opinions and the calculations provided to it in connection with this Escrow Agreement, and shall be protected in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Agent in accordance with this Escrow Agreement and reasonably believed by the Escrow Agent to have been signed or presented by the proper party, and it need not investigate any facts or matter stated in such notice, instruction, request, certificate or opinion.

Any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to

which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

SECTION 7. Escrow Agent's Authority to Make Investments. Except as provided in Section 2 hereof, the Escrow Agent shall have no power or duty to invest any funds held under this Escrow Agreement or to sell, transfer or otherwise dispose of the cash or the Federal Securities held hereunder.

SECTION 8. Indemnity. To the extent permitted by law, the City hereby assumes liability for, and agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent 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 reasonable legal fees and disbursements) of whatever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the City or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the 2011 A Bonds Escrow Fund, the acceptance of the cash and securities deposited therein, the purchase of the Federal Securities, the retention of the Federal Securities, or the proceeds thereof, and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that the City shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's employees or the willful breach by the Escrow Agent of the terms of this Escrow Agreement. In no event shall the City or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Escrow Agreement and the resignation or removal of the Escrow Agent.

SECTION 9. Responsibilities of Escrow Agent. The Escrow Agent 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 2011 A Bonds Escrow Fund, the acceptance of the moneys or securities deposited therein, the purchase of the Federal Securities, the retention of the Federal Securities or the proceeds thereof, the sufficiency of the Federal Securities or cash deposit to pay the Refunded Series 2011 A Bonds or any payment, transfer or other application of moneys or obligations by the Escrow Agent 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 Agent made in good faith in the conduct of its duties. The Escrow Agent shall not be liable for any special indirect or consequential damages. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the City, and the Escrow Agent assumes no responsibility for the correctness thereof or the correctness of any recitals or statements contained in the Refunded Series 2011 A Bonds. The Escrow Agent makes no representation as to the validity of this Escrow Agreement as to the City and, except as otherwise provided herein, the Escrow Agent shall incur no liability with respect thereto. The Escrow Agent shall not be liable in connection with the performance of its duties

under this Escrow Agreement except for its own negligence, willful misconduct or willful breach, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Escrow Agreement. 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 shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the City of its obligations. The Escrow Agent may consult with counsel, who may or may not be counsel to the City, 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 Agent 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 may be deemed to be conclusively established by a certificate signed by an officer of the City. No provision of this Escrow Agreement shall require the Escrow Agent 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, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The Escrow Agent shall incur no liability for losses arising from any investment made pursuant to the provisions of this Escrow Agreement.

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

If the Escrow Agent learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a subscription of Federal Securities that is to be submitted pursuant to this Escrow Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the City with respect to escrowed funds which were to be invested in securities. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold funds uninvested and without liability for interest until receipt of further written instructions from the City. In the absence of investment instructions from the City, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the City'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.

The Escrow Agent 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, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Escrow Agent 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 City whenever a person is to be added or deleted from the listing. If the City elects to give the Escrow Agent Instructions using Electronic Means 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 City understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the City 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 City. 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 directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions 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; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (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 Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

SECTION 10. Resignation of Escrow Agent. The Escrow Agent may at any time resign by giving thirty (30) days prior written notice to the City of such resignation. The City shall promptly appoint a successor Escrow Agent by the resignation date. Resignation of the Escrow Agent will be effective only upon acceptance of appointment by a successor Escrow Agent. If the City does not appoint a successor by sixty (60) days from the date of resignation, the Escrow Agent may at the expense of the City 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 as may be required by law, appoint a successor Escrow Agent. After receiving a notice of resignation of Escrow Agent, the City may appoint a temporary Escrow Agent to replace the resigning Escrow Agent until the City appoints a successor Escrow Agent. Any such temporary Escrow Agent so appointed by the City shall immediately and without further action be superseded by the successor Escrow Agent so appointed.

SECTION 11. Amendments. This Escrow Agreement is made for the benefit of the City and the owners of the Refunded Series 2011 A Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such owners, amend this Escrow Agreement or enter into such agreements supplemental to this Escrow Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Escrow Agreement or the Indenture, for any one or more of the following purposes: (i) to cure any ambiguity or defect or

omission in this Escrow Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the Refunded Series 2011 A Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent; and (iii) to include under this Escrow Agreement additional funds, securities or properties. Any such amendment which modifies any of the rights or obligations of the Escrow Agent shall be expressly consented to by the Escrow Agent. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the Refunded Series 2011 A Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 12. Term. This Escrow Agreement shall commence upon its execution and delivery and terminate on the later to occur of either (i) the date upon which the Refunded Series 2011 A Bonds have been paid in accordance with this Escrow Agreement or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 5(c) of this Escrow Agreement.

SECTION 13. Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to by the Escrow Agent and the City; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien whatsoever on any moneys or obligations in the 2011 A Bonds Escrow Fund for the payment of fees and expenses for services rendered or expenses incurred by the Escrow Agent under this Escrow Agreement until payment or provision for payment in full of the Refunded Series 2011 A Bonds.

SECTION 14. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

SECTION 15. Counterparts. This Escrow Agreement may be executed in counterparts, any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

SECTION 16. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 17. Insufficient Funds. If at any time the moneys and investments in the 2011 A Bonds Escrow Fund, including the anticipated proceeds of and earnings thereon will not be sufficient to make all payments required by this Escrow Agreement, the Escrow Agent shall notify the City, in writing, immediately upon becoming aware of such deficiency, the amount thereof, and, if known to it, the reason therefor. Upon receipt of such notice, the City shall, as the case may be, promptly deposit with the Escrow Agent for deposit in the 2011 A Bonds Escrow Fund the amount necessary to cure any such deficiency. The Escrow Agent shall have no further responsibility regarding any such deficiency.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Facsimile: (408) 241-6771

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Escrow Agent and as
Trustee under the Indenture

By: _____
Authorized Officer

SCHEDULE A
FEDERAL SECURITIES

<u>TYPE OF SLGS</u>	<u>MATURITY DATE</u>	<u>PAR AMOUNT</u>	<u>COUPON</u>
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SCHEDULE B

REQUIREMENTS OF THE REFUNDED SERIES 2011 A BONDS

<u>Date</u>	<u>Maturing Principal</u>	<u>Called Principal</u>	<u>Interest</u>	<u>Total Requirements</u>
07/01/20	--	--	\$1,479,165.63	\$ 1,479,165.63
01/01/21	--	--	\$1,479,165.63	\$ 1,479,165.63
07/01/21	--	\$54,830,000.00	\$1,479,165.63	\$56,309,165.63

**NOTICE OF DEFEASANCE
OF CITY OF SANTA CLARA, CALIFORNIA
ELECTRIC REVENUE REFUNDING BONDS,
SERIES 2011 A**

NOTICE IS HEREBY GIVEN to the owners of the above-captioned bonds (the “Series 2011 A Bonds”) that the City of Santa Clara, California (the “City”) has deposited with The Bank of New York Mellon Trust Company, N.A., the trustee for the Series 2011 A Bonds (the “Trustee”), cash and/or noncallable bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, paying interest and principal in an amount which, together with the amounts held as cash, shall be sufficient to pay, (i) interest on the Series 2011 A Bonds as the same shall become due on each interest payment date therefor to and including July 1, 2021, and (ii) the redemption price (*i.e.*, 100% of the principal amount) of the \$54,830,000 outstanding principal amount of the Series 2011 A Bonds on July 1, 2021.

**Refunded Series 2011 A Bonds
(Redemption Date: July 1, 2021)**

Maturity (July 1)	Principal Amount Defeased	Interest Rate	CUSIP
2028	\$ 5,085,000	5.250%	801444 FY1
2029	11,455,000	5.375	801444 FZ8
2030	12,060,000	5.000	801444 GA2
2031	12,745,000	6.000	801444 GB0
2032	13,485,000	5.250	801444 GC8

As a result of such deposit, the Series 2011 A Bonds shall be deemed to be paid under the Amended and Restated Electric Revenue Bond Indenture, dated as of March 1, 2011, by and between the City and the Trustee, as amended and supplemented, including as supplemented by the First Supplemental Electric Revenue Bond Indenture, dated as of March 1, 2011, pursuant to which the Series 2011 A Bonds were issued. All payments of the interest on, and the principal or redemption price of, such Series 2011 A Bonds shall be paid only from moneys on deposit with the Trustee and available as aforesaid.

DATED this ___th day of _____, 2020.

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

**NOTICE OF REDEMPTION
OF CITY OF SANTA CLARA, CALIFORNIA
ELECTRIC REVENUE REFUNDING BONDS,
SERIES 2011 A**

NOTICE IS HEREBY GIVEN to the owners of the above-captioned bonds dated March 22, 2011 (the “Series 2011 A Bonds”) that, pursuant to the Amended and Restated Electric Revenue Bond Indenture, dated as of March 1, 2011, by and between the City of Santa Clara, California (the “City”) and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), as amended and supplemented, including as supplemented by the First Supplemental Electric Revenue Bond Indenture, dated as of March 1, 2011 (collectively, the “Indenture”), pursuant to which the Series 2011 A Bonds were issued, the City has directed the Trustee to call for redemption, on July 1, 2021 (the “Redemption Date”), the \$54,830,000 outstanding principal amount of the Series 2011 A Bonds, as set forth below:

**Refunded Series 2011 A Bonds
(Redemption Date: July 1, 2021)**

Maturity (July 1)	Principal Amount	Interest Rate	CUSIP
2028	\$ 5,085,000	5.250%	801444 FY1
2029	11,455,000	5.375	801444 FZ8
2030	12,060,000	5.000	801444 GA2
2031	12,745,000	6.000	801444 GB0
2032	13,485,000	5.250	801444 GC8

Owners of the Series 2011 A Bonds must present and surrender the Series 2011 A Bonds on the Redemption Date at the applicable address of the Trustee set forth below:

First-class/Registered/Certified:

The Bank of New York Mellon
Global Corporate Trust
P.O. Box 396
East Syracuse, New York 13057

Express/Hand Delivery Only:

The Bank of New York Mellon
Global Corporate Trust
111 Sanders Creek Parkway
East Syracuse, New York 13057

On July 1, 2021, the Series 2011 A Bonds to be redeemed will be payable at a redemption price of 100.0% of the principal amount, together with interest accrued thereon to the date of redemption.

On July 1, 2021, there shall become due and payable upon each Series 2011 A Bond to be redeemed, to the person whose name appears on the registration books of the Trustee as the registered owner thereof, the redemption price thereof as set forth above, and from and after July 1, 2021, interest on the Series 2011 A Bonds to be redeemed will cease to accrue.

When inquiring about this redemption, please have the bond number available. Please inform the customer service representative of the CUSIP number(s) of the affected bonds. Our customer service number is 1-800-254-2826.

Important Notice

Federal law requires the Trustee to withhold taxes at the applicable rate from the payment if an IRS Form W-9 or applicable IRS Form W-8 is not provided. Please visit www.irs.gov for additional information on the tax forms and instructions.

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

DATED: _____, 2021

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