

RESOLUTION R-023-24

DRAFT DATE: 06/07/24

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPROVE THE DEFEASANCE OF THE WALKER COUNTY DEVELOPMENT AUTHORITY'S OUTSTANDING ECONOMIC DEVELOPMENT TAXABLE REFUNDING REVENUE BONDS, SERIES 2019; AND FOR OTHER PURPOSES

WHEREAS, the Walker County Development Authority (the "Authority") was duly created and is validly existing pursuant to the Constitution and Laws of the State of Georgia (the "State"), including an amendment to the Constitution of the State (Ga. L. 1962, p. 912, *et seq.*, as amended by Ga. Laws 1964, p. 1013, *et seq.*, and continued by Ga. L. 1985, p. 4169, *et seq.*, as implemented by Ga. L. 1964, p. 3104, *et seq.*, as amended by Ga. L. 1978, p. 4360, *et seq.*), as thereafter amended (the "Amendment"); and the Authority is now existing and operating as a body corporate and politic, and its members have been duly appointed and entered into their duties; and

WHEREAS, the Authority was created for the purposes of developing, promoting and expanding industry, commerce, agriculture, natural resources and vocational training and the making and promulgation of long range plans for the coordination of such development, promotion and expansion within Walker County, Georgia (the "County"); and

WHEREAS, pursuant to a resolution duly adopted on June 11, 2019, as supplemented on August 7, 2019 (collectively, the "Bond Resolution"), the Authority has previously issued its Economic Development Taxable Refunding Revenue Bonds, Series 2019 (the "Series 2019 Bonds"); and

WHEREAS, the Series 2019 Bonds are currently outstanding in the aggregate principal amount of \$10,620,000; and

WHEREAS, the Authority and the County entered into an Intergovernmental Contract (the "Contract"), pursuant to which the Authority agreed, among other things, to issue the Series 2019 Bonds for the purpose of providing funds to refund previously issued revenue bonds and to continue to provide certain facilities and certain services related thereto to the County, and the County agreed to make contract payments in stated amounts which are sufficient to pay when due the principal of and interest on the Series 2019 Bonds; and

WHEREAS, the Authority and the County desire to authorize the defeasance of the Series 2019 Bonds; and

WHEREAS, the Authority and U.S. Bank Trust Company, National Association (the "Escrow Agent") propose to enter into an Escrow Deposit Agreement in the form attached as Exhibit A hereto, pursuant to which the Authority will deposit with the Escrow Agent certain amounts sufficient to defease all of the outstanding Series 2019 Bonds; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Walker County, and it is hereby resolved by authority of same, as follows:

Section 1. Defeasance of Series 2019 Bonds. The defeasance of the Series 2019 Bonds is hereby authorized and approved. The Chairman of the Board of Commissioners is hereby authorized to execute and/or deliver all such documents certificates or notices necessary to effect the defeasance of the Series 2019 Bonds.

Section 2. Escrow Deposit Agreement. The execution, delivery and performance by the Chairman of the Authority of the Escrow Deposit Agreement is hereby approved. Such Escrow Deposit Agreement shall be in substantially the form attached hereto as Exhibit A, subject to such changes, insertions and omissions as may be approved by the Chairman of the Authority.

Section 3. Additional Actions. From and after the date of adoption of this Resolution, the Chairman of the Board of Commissioners is hereby authorized and empowered to take such other actions and to execute for and on behalf of the County all such agreements, certificates, affidavits and other documents as may be necessary or desirable in connection with the defeasance of the Series 2019 Bonds and the effectuation of the matters contemplated by this Resolution.

Section 4. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Escrow Deposit Agreement shall be deemed to be a stipulation, obligation or agreement of any officer, member, agent or employee of the County in his or her individual capacity and no such officer, member, agent or employee shall be personally liable under the Escrow Deposit Agreement or be subject to personal liability or accountability by reason of the defeasance of the Series 2019 Bonds.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

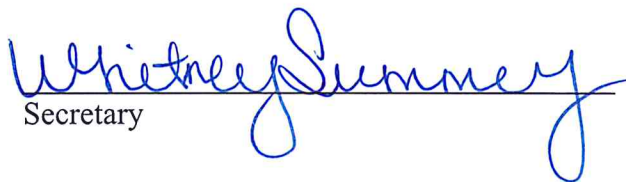
This Resolution adopted by the Board of Commissioners of Walker County on the 13<sup>th</sup> day of June, 2024.

**BOARD OF COMMISSIONERS OF  
WALKER COUNTY**



By:   
Chairman

Attest:

  
Secretary

## CLERKS'S CERTIFICATE

The undersigned Clerk of Board of Commissioners of Walker County, DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution adopted by the Board of Commissioners of Walker County at an open public meeting duly called and lawfully assembled, on the 13<sup>th</sup> day of June, 2024, authorizing the defeasance of the outstanding aggregate principal amount of Walker County Development Authority Economic Development Taxable Refunding Revenue Bonds, Series 2019, the original of said resolution being duly recorded in the Minute Book of the Board of Commissioners of Walker County, which Minute Book is in my custody and control.

**WITNESS** my hand and the official seal of the Walker County, Georgia, this the 13<sup>th</sup> day of June, 2024.



Whitney Semoney  
Clerk

RESOLUTION OF THE WALKER COUNTY DEVELOPMENT AUTHORITY  
TO APPROVE THE DEFEASANCE OF THE AUTHORITY'S  
OUTSTANDING ECONOMIC DEVELOPMENT TAXABLE REFUNDING  
REVENUE BONDS, SERIES 2019; TO APPROVE THE EXECUTION AND  
DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; AND FOR OTHER  
PURPOSES

WHEREAS, the Walker County Development Authority (the "Authority") was duly created and is validly existing pursuant to the Constitution and Laws of the State of Georgia (the "State"), including an amendment to the Constitution of the State (Ga. L. 1962, p. 912, *et seq.*, as amended by Ga. Laws 1964, p. 1013, *et seq.*, and continued by Ga. L. 1985, p. 4169, *et seq.*, as implemented by Ga. L. 1964, p. 3104, *et seq.*, as amended by Ga. L. 1978, p. 4360, *et seq.*), as thereafter amended (the "Amendment"); and the Authority is now existing and operating as a body corporate and politic, and its members have been duly appointed and entered into their duties; and

WHEREAS, the Authority was created for the purposes of developing, promoting and expanding industry, commerce, agriculture, natural resources and vocational training and the making and promulgation of long range plans for the coordination of such development, promotion and expansion within Walker County, Georgia (the "County"); and

WHEREAS, pursuant to a resolution duly adopted on June 11, 2019, as supplemented on August 7, 2019 (collectively, the "Bond Resolution"), the Authority has previously issued its Economic Development Taxable Refunding Revenue Bonds, Series 2019 (the "Series 2019 Bonds"); and

WHEREAS, the Series 2019 Bonds are currently outstanding in the aggregate principal amount of \$10,620,000; and

WHEREAS, the Authority desires to authorize the defeasance of the Series 2019 Bonds; and

WHEREAS, the Authority and U.S. Bank Trust Company, National Association (the "Escrow Agent") propose to enter into an Escrow Deposit Agreement in the form attached as Exhibit A hereto, pursuant to which the Authority will deposit with the Escrow Agent certain amounts sufficient to defease all of the outstanding Series 2019 Bonds; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Walker County Development Authority, and it is hereby resolved by authority of same, as follows:

Section 1. Defeasance of Series 2019 Bonds. The defeasance of the Series 2019 Bonds is hereby authorized and approved. The Chairman of the Authority is hereby authorized to execute and/or deliver all such documents certificates or notices necessary to effect the defeasance of the Series 2019 Bonds.

Section 2. Escrow Deposit Agreement. The execution, delivery and performance by the Chairman of the Authority of the Escrow Deposit Agreement is hereby authorized and approved. Such Escrow Deposit Agreement shall be in substantially the form attached hereto as Exhibit A, subject to such changes, insertions and omissions as may be approved by the Chairman executing the same, and the execution of the Escrow Deposit Agreement by the Chairman of the Authority as herein authorized shall be conclusive evidence of such approval.

Section 3. Additional Actions. From and after the date of adoption of this Resolution, the Chairman and Secretary of the Authority are hereby authorized and empowered to take such other actions and to execute for and on behalf of the Authority all such agreements, certificates, affidavits and other documents as may be necessary or desirable in connection with the defeasance of the Series 2019 Bonds and the execution and delivery by the Authority of the Escrow Deposit Agreement and the effectuation of the matters contemplated by this Resolution.

Section 4. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Escrow Deposit Agreement shall be deemed to be a stipulation, obligation or agreement of any officer, member, agent or employee of the Authority in his or her individual capacity and no such officer, member, agent or employee shall be personally liable under the Escrow Deposit Agreement or be subject to personal liability or accountability by reason of the defeasance of the Series 2019 Bonds.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

This Resolution adopted by the Authority on the 11<sup>th</sup> day of June, 2024.

**WALKER COUNTY DEVELOPMENT  
AUTHORITY**

By: Philip A. A. A.  
Chairman

(SEAL)

Attest:

James Cole  
Secretary

## SECRETARY'S CERTIFICATE

The undersigned Secretary of the Walker County Development Authority, DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution adopted by the Authority at an open public meeting duly called and lawfully assembled, on the 11<sup>th</sup> day of June, 2024, authorizing the defeasance of the outstanding aggregate principal amount of Walker County Development Authority Economic Development Taxable Refunding Revenue Bonds, Series 2019, the original of said resolution being duly recorded in the Minute Book of said Authority, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the Walker County Development Authority, this the 11<sup>th</sup> day of June, 2024.

  
Secretary

EXHIBIT A

ESCROW DEPOSIT AGREEMENT

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (this "Agreement") made as of this \_\_\_\_ day of \_\_\_\_\_, 2024, between the Walker County Development Authority, a public corporation of the State of Georgia (the "Authority"), U.S. Bank Trust Company, National Association, Atlanta, Georgia, as paying agent for the hereinafter described Series 2019 Bonds (the "2019 Paying Agent"), and U.S. Bank Trust Company, National Association, Atlanta, Georgia, as escrow agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, pursuant to a bond resolution duly adopted by the Authority on June 11, 2019, as supplemented on August 7, 2019 (collectively, the "Bond Resolution"), the Authority issued its Walker County Development Authority (Georgia) Economic Development Taxable Refunding Revenue Bonds, Series 2019, in the original aggregate principal amount of \$14,505,000 (the "Series 2019 Bonds"); and

WHEREAS, the Series 2019 Bonds are currently outstanding in the aggregate principal amount of \$10,620,000; and

WHEREAS, pursuant to the resolution adopted by the Authority on \_\_\_\_\_, 2024, the Authority has authorized the defeasance of all of the outstanding Series 2019 Bonds, as described in Exhibit A attached hereto and by this reference made a part hereof (the "Defeased Bonds"), and has provided for the payment of the principal of and interest on the Defeased Bonds as they come due through August 1, 2033; and

WHEREAS, the Defeased Bonds are no longer outstanding, provision for the payment thereof having been made by the Authority; and

WHEREAS, the Defeased Bonds bear interest at the rates per annum and mature on August 1 of each of the years as more fully set forth in Exhibit A; and

WHEREAS, in anticipation of the beneficial result of providing at this time for the defeasance of the Defeased Bonds, the Authority has deposited into the Escrow Deposit Fund created hereunder sufficient monies which will allow the Escrow Agent to purchase general and direct obligations of the United States of America the principal of and interest on which obligations, when due, together with an initial cash balance, will provide sufficient monies to pay, when due, the amount necessary to pay the principal of and interest on the Defeased Bonds as more particularly hereinafter set forth;

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

1. The Defeased Bonds shall be defeased through payment as provided in this Agreement. There is hereby created by the Authority and ordered established with the Escrow Agent a special separate and irrevocable trust fund to be designated "Walker County Development Authority Escrow Deposit Fund, Series 2019" (the "Escrow Deposit Fund"). The Authority hereby delivers to the Escrow Agent and directs the Escrow Agent to deposit into the Escrow Deposit Fund \$\_\_\_\_\_, and to apply \$\_\_\_\_\_ of such moneys to the immediate purchase of the general and direct non-callable obligations of the United States of America which are described in Exhibit B attached hereto and by this reference incorporated herein (said general and direct non-callable obligations being herein called the "Acquired Obligations") and to hold \$\_\_\_\_\_ as a cash deposit (the "Cash").

2. The Escrow Agent acknowledges receipt of:

- (a) a certified copy of the Bond Resolution;
- (b) the moneys described in Section 1 and represents that it has deposited said moneys in the Escrow Deposit Fund;
- (c) the evidence submitted to it of ownership by it, as Escrow Agent, of the Acquired Obligations;
- (d) the Cash; and
- (e) a copy of the Verification Report of \_\_\_\_\_, dated \_\_\_\_\_ (the "Verification Report"), a copy of which is attached hereto as Exhibit C, and by this reference is incorporated herein.

3. The Authority represents and warrants that, based on the Verification Report, the principal of and interest on the Acquired Obligations as and when due and payable and received in due course and deposited into the Escrow Deposit Fund, plus the Cash, will provide lawful money of the United States of America sufficient to pay principal and interest on the Defeased Bonds through August 1, 2033 (the "Defeasance Requirements," as set forth in Exhibit D attached hereto).

4. The Escrow Agent acknowledges the establishment with it of the Escrow Deposit Fund, acknowledges that the Acquired Obligations and the Cash have been deposited in said Escrow Deposit Fund, and agrees that any interest earned on the Acquired Obligations shall be held for the credit of the Escrow Deposit Fund.

5. The deposit of the Acquired Obligations and Cash in the Escrow Deposit Fund constitutes an irrevocable deposit thereof in trust solely for the purpose of making the payments described in Paragraph 3 hereof.

## PROVISION FOR PAYMENT NOTICE

### WALKER COUNTY DEVELOPMENT AUTHORITY ECONOMIC DEVELOPMENT TAXABLE REFUNDING REVENUE BONDS, SERIES 2019 DATED AUGUST 22, 2019

The holders and owners of all of the outstanding Walker County Development Authority Economic Development Taxable Refunding Revenue Bonds, Series 2019, maturing August 1, in the years 2024 through 2033, inclusive (the “Defeased Bonds”), issued by the Walker County Development Authority (the “Issuer”), are hereby notified that U.S. Bank Trust Company, National Association, Atlanta, Georgia, as escrow agent (the “Escrow Agent”), has received and has on irrevocable deposit under an Escrow Deposit Agreement, dated as of \_\_\_\_\_, 2024, between the Issuer and U.S. Bank Trust Company, National Association, as Escrow Agent and as paying agent for the Defeased Bonds (the “Paying Agent”), general and direct obligations of the United States of America the principal of and interest on which obligations, when due, will provide moneys sufficient to pay the principal and interest on the Defeased Bonds, as the same become due and payable, through August 1, 2033. The Escrow Agent shall collect the principal of and interest on such obligations and shall transfer the same to the Paying Agent, or its successors or assigns, for application to the payment of the principal of, redemption premium and interest on the Defeased Bonds.

All of the Defeased Bonds are now deemed to have been paid, and the holders and owners of the Defeased Bonds shall hereafter be limited to the application of such cash moneys or general and direct obligations of the United States of America for payment of the principal of and interest on the Defeased Bonds.

#### Defeased Bonds

<u>CUSIP</u>	<u>Maturity</u>	<u>Amount</u>	<u>Rate</u>
931557BB7	August 1, 2024	\$1,030,000	2.10%
931557BC5	August 1, 2025	1,050,000	2.20
931557BD3	August 1, 2026	1,075,000	2.30
931557BE1	August 1, 2027	1,100,000	2.40
931557BF8	August 1, 2028	1,125,000	2.50
931557BG6	August 1, 2029	1,150,000	2.60
931557BH4	August 1, 2030	1,180,000	2.70
931557BJ0	August 1, 2031	1,215,000	2.80
931557BK7	August 1, 2032	1,250,000	2.90
931557BL5	August 1, 2033	445,000	3.00

This notice is for information purposes only and does not require any action at this time. Holders will be notified prior to the redemption date.

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Escrow Agent

By: \_\_\_\_\_  
Authorized Signatory

Dated \_\_\_\_\_, 2024

\* \* \*

The 2019 Paying Agent represents and warrants that all principal and interest which became due and payable on the Defeased Bonds prior to the execution and delivery of this Agreement have been paid by the 2019 Paying Agent or the 2019 Paying Agent is holding money sufficient to make such payments.

The Escrow Agent acknowledges and accepts the foregoing direction and authorization. The liability of the Escrow Agent for the payment of the principal of and interest on the Defeased Bonds pursuant to this Agreement shall be limited to the application of the proceeds of the Acquired Obligations available for such purposes in the Escrow Deposit Fund.

8. The Escrow Agent shall maintain full and complete records of all assets and funds held by the Escrow Agent from time to time under this Agreement, and of all receipts and disbursements hereunder, and shall furnish the Authority reports thereof upon written request, subject to such reasonable regulations or restrictions as the Escrow Agent may from time to time impose.

9. Immediately after August 1, 2033, any monies and securities remaining in the Escrow Deposit Fund, if any, after payment of all amounts payable therefrom as described in Paragraph 3 of this Agreement or retention by the Escrow Agent of amounts sufficient to make such payments not theretofore made, shall be paid over to the Authority and this Agreement and the rights hereby granted shall thereupon cease, determine and be void, but such termination of this Agreement shall not affect the obligation of the 2019 Paying Agent with respect to payments of the amounts payable to the holders of the Defeased Bonds, whether or not such Defeased Bonds and coupons appertaining thereto may have been presented for payment on the date of termination of this Agreement.

10. The creation and establishment of the Escrow Deposit Fund for the purposes herein specified shall be irrevocable. The holders and owners of the Defeased Bonds shall have an express lien on the aforesaid Acquired Obligations and all cash monies in said fund from time to time until paid out, used and applied in accordance with this Agreement.

11. To the extent authorized by law, 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 keep harmless the Escrow Agent 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 any of them at any time (whether or not also indemnified against the same 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 Agreement; provided, however, that the Authority expressly does not indemnify the Escrow Agent against its own gross negligence or willful misconduct. Except as to the holders of the Defeased Bonds, in no event shall the Authority, the 2019 Paying Agent 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 Agreement or the sooner resignation of the Escrow Agent.

12. The Escrow Agent acknowledges that it will, by virtue of its services hereunder, have no lien or right of set-off on the Acquired Obligations or any other moneys in the Escrow Deposit Fund for payment of its fees and expenses for acting as Escrow Agent hereunder, for acting as trustee with respect to the Defeased Bonds, or for mailing the notice as specified in paragraph 7 above. The Escrow Agent agrees that it will bill the Authority for its services and expenses at its standard rates at the commencement of this Agreement and shall have no rights against the Escrow Deposit Fund therefor.

13. This Agreement is made for the benefit of the Authority, the holders from time to time of the Defeased Bonds and Build America Mutual Assurance Company (the "Insurer"), and it shall not be repealed, revoked, altered or amended without the written consent of all such holders and the Insurer and the written consent of the Authority and the Escrow Agent; provided, that the Authority and the Escrow Agent may, without the consent of, or notice to, such holders or the Insurer, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, in order to (a) cure any ambiguity or formal defect or omission in this Agreement; (b) grant to, or confer upon, the Escrow Agent for the benefit of such holders any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; (c) subject to this Agreement additional funds, securities or properties; or (d) make such changes as may be required, in the opinion of counsel of recognized experience with respect to federal income tax aspects of municipal securities, to preserve the exemption from federal income taxation of interest on the Defeased Bonds or any other obligations of the Authority hereafter issued; provided, such change does not adversely affect the amounts of funds which would otherwise be available hereunder for payment of principal and interest requirements of the Defeased Bonds when due. With respect to any amendment to this Agreement, the Escrow Agent may request and conclusively rely upon an opinion of counsel to the effect that such amendment is authorized or permitted by this Agreement.

14. If any one or more of the covenants or agreements provided in this Agreement on the part of the Authority or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions hereof, and the remaining portions of this Agreement shall in any event be construed to accomplish the purpose of this Agreement of providing for the payment in full of the principal of and interest on the Defeased Bonds as provided herein.

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

16. It is expressly understood and agreed that the Escrow Agent's duties and obligations in connection with this Agreement are confined to those expressly defined herein and no additional covenants or obligations shall be read into this Agreement against the Escrow

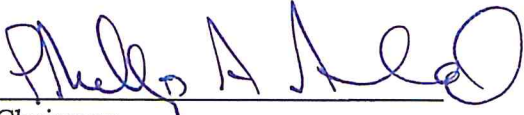
Agent. The Escrow Agent may consult with counsel with respect to any question relating to its duties or responsibilities hereunder or otherwise in connection herewith and shall not be liable for any action taken, suffered or omitted by the Escrow Agent in good faith upon the advice of such counsel. Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to funds available, established and maintained hereunder and the Escrow Agent shall not be required to expend its own funds for the performance of its duties under this Agreement. The Escrow Agent shall not be liable for any action taken or neglected to be taken in performing or attempting to perform its obligations hereunder other than for its gross negligence or willful misconduct. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

17. The Escrow Agent may resign at any time upon thirty (30) days' notice to the Authority; provided however, no resignation shall be effective until a successor escrow agent has been appointed by the Authority. If no successor escrow agent has been appointed and accepted its duties within forty-five (45) days of the Escrow Agent's giving notice of resignation, then the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent until a successor shall have been appointed as above provided. The Authority may, from time to time, designate a successor Escrow Agent; provided said Escrow Agent complies with all of the provisions of this Agreement.

18. The provisions of this Agreement shall be governed by the laws of the State of Georgia without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officer or officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

WALKER COUNTY DEVELOPMENT  
AUTHORITY

By:   
Chairman

(SEAL)

Attest:

  
Secretary

(signature of 2019 Paying Agent and Escrow Agent on next pages)

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as trustee for the Defeased Bonds

By: \_\_\_\_\_  
Title: \_\_\_\_\_

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, Escrow Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

DEFEASED BONDS  
DEBT SERVICE REQUIREMENTS

See Page \_\_\_\_ of the Verification Report (Exhibit C attached hereto).

EXHIBIT B  
TO  
ESCROW DEPOSIT AGREEMENT

ACQUIRED OBLIGATIONS

See Page \_\_\_\_ to Verification Report (Exhibit C attached hereto).

EXHIBIT C  
TO  
ESCROW DEPOSIT AGREEMENT  
VERIFICATION REPORT

EXHIBIT D  
TO  
ESCROW DEPOSIT AGREEMENT  
DEFEASANCE REQUIREMENTS

See Page \_\_\_\_ to Verification Report (Exhibit C attached hereto).

EXHIBIT A

DEFEASED BONDS  
DEBT SERVICE REQUIREMENTS

See Page \_\_\_\_ of the Verification Report (Exhibit C attached hereto).

EXHIBIT B  
TO  
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ACQUIRED OBLIGATIONS

See Page \_\_\_\_ to Verification Report (Exhibit C attached hereto).

EXHIBIT C  
TO  
ESCROW DEPOSIT AGREEMENT  
VERIFICATION REPORT

EXHIBIT D  
TO  
ESCROW DEPOSIT AGREEMENT

DEFEASANCE REQUIREMENTS

See Page \_\_\_\_ to Verification Report (Exhibit C attached hereto).