

ESCROW TRUST AGREEMENT

This ESCROW TRUST AGREEMENT, dated as of December 1, 2020 (this “*Agreement*”), is by and between the CITY OF MESA, ARIZONA (the “*City*”), and UMB BANK, N.A., a national association authorized to do trust business in the United States of America including the State of Arizona, as escrow trustee (the “*Escrow Trustee*”).

W I T N E S S E T H:

WHEREAS, the following bonds of the City have been issued and are currently outstanding (the “*Bonds Being Refunded*”):

CUSIP (Base No. 590545)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturity Being Refunded (July 1)	Principal Amount Being Refunded	Prior Redemption Date	Redemption Price on Bonds Being Refunded (% of Principal)
N70	06/03/2010	Taxable Utility Systems Revenue Bonds, Series 2010 (Build America Bonds – Direct Pay)	\$50,380,000	2034	\$44,690,000	01/___/2021	100%

; and

WHEREAS, the Escrow Trustee is the bond registrar and paying agent for the Bonds Being Refunded (the “*Refunded Registrar*”); and

WHEREAS, pursuant to a resolution adopted on October 19, 2020 (the “*Bond Resolution*”), the City Council of the City has authorized the issuance, sale and delivery of \$____,000 in aggregate principal amount of the City’s Utility Systems Revenue Refunding Bonds, Series 2020 (the “*Bonds*”), to refund the Bonds Being Refunded and pay the costs of issuance related to the Bonds; and

WHEREAS, pursuant to Resolution No. 6362, adopted by the City Council of the City on July 29, 1991, as thereafter amended and supplemented, including as supplemented by the Bond Resolution (collectively, the “*Master Resolution*”), the City may refund, defease and redeem its utility systems revenue bonds and utility systems revenue refunding bonds, including the Bonds Being Refunded, by the City’s irrevocable deposit with an escrow trustee of moneys or Government Obligations (as defined in the Master Resolution), or both; and

WHEREAS, the Bond Resolution authorizes and directs the City to enter into an irrevocable escrow trust agreement with the Escrow Trustee for the safekeeping and handling of the moneys and securities to be held in trust for the payment of the Bonds Being Refunded; and

WHEREAS, in accordance with the Bond Resolution, the City will direct the transfer of a portion of the proceeds of the Bonds to the Escrow Trustee, and the Escrow Trustee is

instructed herein to apply such transferred amounts to pay, on the date of prior redemption, the principal of, redemption premium, if any, and interest on the Bonds Being Refunded; and

WHEREAS, the Bonds Being Refunded will be called for redemption prior to maturity as described herein; and

WHEREAS, the Escrow Trustee agrees to create, accept, maintain and administer the trust created hereby, and otherwise to adhere to the provisions hereof;

NOW, THEREFORE, in consideration of the mutual provisions, covenants, conditions and agreements hereinafter set forth, the City and the Escrow Trustee agree as follows:

Section 1. Deposit With Escrow Trustee.

(A) Pursuant to this Agreement, on ____, 2020 (the “*Delivery Date*”), the Escrow Trustee has received from the City for deposit in accordance herewith the following amount:

Bond proceeds	\$ _____.
Less: Underwriter’s Discount	_____.
Total	\$ _____.

(B) On the Delivery Date, the City deposited with the Escrow Trustee in an irrevocable escrow trust account: (i) cash in the amount of \$____ (the “*Initial Cash Deposit*”), and (ii) the securities described in Exhibit A attached hereto (the “*Securities*”), all of which are and shall be only Government Obligations (or additional proceeds of the Bonds sufficient to permit the Escrow Trustee to purchase the Securities on the Delivery Date). The Initial Cash Deposit and the Securities shall be applied to refund the Bonds Being Refunded and to pay or redeem the Bonds Being Refunded prior to maturity and shall be deposited in the Trust Account (as defined herein) immediately upon receipt by the Escrow Trustee. As determined in the Verification Report of Public Finance Partners LLC, dated as of the Delivery Date (the “*Verification Report*”), regarding the Bonds Being Refunded, the maturing principal amount of, together with the scheduled interest on, the Securities and the Initial Cash Deposit, without reinvestment, are at least sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds Being Refunded from the Delivery Date to January __, 2021, which is the date of prior redemption for the Bonds Being Refunded.

(C) On the Delivery Date, the City deposited with the Escrow Trustee cash in the amount of \$_____ to pay the costs of issuance of the Bonds. Such cash deposit shall be deposited in the Costs of Issuance Account (as defined herein) immediately upon receipt by the Escrow Trustee.

Section 2. Escrow Trust Account and Failed Escrow Securities.

(A) Excluding the \$_____ held by the Escrow Trustee in the Costs of Issuance Account, at all times the Escrow Trustee shall hold the Initial Cash Deposit and the Securities, and all earnings from investment and, as applicable, reinvestment of such amounts and all other moneys received by the Escrow Trustee from the City in accordance herewith in an irrevocable escrow trust account which is wholly segregated and accounted for separately from other funds and securities on deposit with the Escrow Trustee (the “*Trust Account*”) on behalf of the City and for the benefit of the registered owners of the Bonds Being Refunded, and shall never commingle the Initial Cash Deposit and the Securities with other funds or securities of the Escrow Trustee and shall never at any time use, loan or borrow the same in any way. The investment income from the Securities shall be collected and received by the Escrow Trustee and credited to the Trust Account. The Escrow Trustee shall keep adequate records of such moneys, Securities and investment earnings so as to permit the Trust Account to be accounted for separately. The Escrow Trustee shall not sell or redeem the Securities in advance of their maturity dates except as provided in Section 3 herein. Nothing herein contained shall be construed as requiring the Escrow Trustee to keep on hand the identical moneys comprising the Initial Cash Deposit, or any part thereof, received for the Trust Account, but moneys of an equal amount must always be maintained on hand as funds held by the Escrow Trustee, and a special account or special accounts thereof, evidencing such fact, shall at all times be maintained in the records of the Escrow Trustee.

(B) If on the Delivery Date the Escrow Trustee does not receive any of the Securities (the “*Failed Escrow Securities*”), the Escrow Trustee shall accept, as temporary substitutes, cash or, at the same purchase price, other obligations which are issued or guaranteed by the United States of America (the “*Temporary Escrow Securities*”) as directed by the City, the payments on which are scheduled to provide, as determined in a report by an independent certified public accountant, along with such cash, at least the same amounts of moneys on or before the same dates as the Failed Escrow Securities for which they were substituted. If the Temporary Escrow Securities were accepted, the City and the Escrow Trustee relied upon a report of a firm of certified public accountants that the condition in the preceding sentence was satisfied. If the Temporary Escrow Securities were delivered, thereafter, upon delivery to the Escrow Trustee of the Failed Escrow Securities together with any amounts paid thereon subsequent to the Delivery Date, the Escrow Trustee shall return to the City an amount of such cash and the Temporary Escrow Securities, and any amount paid thereon subsequent to the Delivery Date, corresponding to the Failed Escrow Securities which the Temporary Escrow Securities replaced.

(C) If the Escrow Trustee learns that the Department of the Treasury or the Bureau of Fiscal Service will not, for any reason, accept a subscription of state and local government series securities (“*SLGS*”) to be submitted pursuant to this Agreement, the Escrow Trustee shall promptly request alternative written investment instructions from the City with respect to funds which were to be invested in SLGS. The Escrow Trustee shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Trustee shall hold such 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 Trustee shall not be responsible for the investment of such funds or interest thereon and shall hold such funds uninvested. The Escrow Trustee 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.

Section 3. Investment Instructions.

(A) Any moneys credited to the Trust Account which are not invested in the Securities or the Temporary Escrow Securities as provided herein shall be, to the extent not insured by Federal Deposit Corporation Insurance, secured in the same manner as deposits of public moneys or, as directed in writing by the City, invested in direct general obligations of the United States of America.

(B) The Escrow Trustee may sell or redeem Trust Account investments in advance of their maturity dates and invest the proceeds of such sale or redemption or other moneys credited to the Trust Account in connection with such sale or redemption in securities issued or guaranteed by the United States of America only upon the receipt of written instructions from the Deputy City Manager and Chief Financial Officer of the City to do so, and receipt by the parties hereto of:

(i) An opinion in form and substance satisfactory to the City of nationally recognized bond counsel experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds to the effect that such action will not cause the interest on the Bonds to be included in gross income for federal income tax purposes, will not adversely affect the tax-advantaged status of the Bonds Being Refunded, and will not cause the Bonds or the Bonds Being Refunded to become “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “*Tax Code*”), and will not adversely affect the right of the City to issue obligations the interest on which is excluded from gross income for federal income tax purposes; and

(ii) A report from an independent certified public accountant verifying the accuracy of the arithmetic computations of the adequacy of the proceeds from the liquidation together with any other moneys and the maturing principal of and interest on any securities issued or guaranteed by the United States of America to be credited to the Trust Account in accordance with the Deputy City Manager and Chief Financial Officer of the City’s instructions, to pay, when due, the principal of, redemption premium (if any), and interest on the Bonds Being Refunded as the same becomes due upon prior redemption.

(C) Upon any such sale or redemption of investments and reinvestment, any amounts not needed in the Trust Account to provide for payment of the Bonds Being Refunded, as shown by the accountant’s report discussed above, may, at the written request of the City, be withdrawn from the Trust Account and returned to the City and applied for the benefit of the City in accordance with applicable law.

Section 4. Timely Payments.

(A) The debt service on the Bonds Being Refunded shall be paid from the following sources:

- (i) The Initial Cash Deposit.
- (ii) Cash receipts from the Securities or the Temporary Escrow Securities.

Amounts available from such sources shall be applied consistently with the payment schedules set forth in the Verification Report (the "*Payment Schedules*").

(B) The Escrow Trustee shall make timely payments from the Trust Account to the Refunded Registrar or paying agents for the Bonds Being Refunded when due as set forth in the Payment Schedules of the principal of, redemption premium (if any) and interest on the Bonds Being Refunded without allowing any default. Such payments shall be the duty of the Escrow Trustee. It shall not be necessary for the City to take any affirmative action whatsoever as a condition precedent to the duty of the Escrow Trustee to make such timely payments.

(C) The City hereby instructs the Refunded Registrar that the Bonds Being Refunded shall be paid in accordance with the Payment Schedules and on the date of prior redemption as required by this Agreement.

Section 5. Notices.

(A) The City hereby irrevocably instructs the Refunded Registrar to mail to the owners of the Bonds Being Refunded and to transmit electronically to (i) The Depository Trust Company, New York, New York ("*DTC*") and (ii) the Municipal Securities Rulemaking Board (the "*MSRB*"), by the method required by the MSRB, currently through the MSRB's Electronic Municipal Market Access ("*EMMA*") system, the notice of refunding in substantially the form of *Exhibit B* attached hereto.

(B) The City hereby irrevocably instructs the Refunded Registrar that the Bonds Being Refunded shall be redeemed by the Refunded Registrar on January __, 2021. Not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption, the Refunded Registrar shall send via telecopy or other electronic means a notice of redemption of the Bonds Being Refunded in substantially the form of *Exhibit C* to DTC and to the MSRB by the method required by the MSRB, currently through the MSRB's EMMA system.

(C) The City shall pay the expenses of the Refunded Registrar in giving all notices required by this Agreement, in accordance with the bond registrar, transfer agent and paying agent contract relative to the Bonds Being Refunded.

Section 6. Notice of Insufficient Funds. The Escrow Trustee shall immediately notify the City by telephone or e-mail and by certified or registered, first class United States mail, postage prepaid, whenever, for any reason, the Escrow Trustee learns that funds on hand in the Trust Account, plus the Securities or Temporary Escrow Securities therein and investment earnings

thereon, as the same accrues, will be insufficient to pay: (i) the amounts set forth in the Payment Schedules on the dates set forth therein for payment of the principal of, redemption premium (if any), and interest on the Bonds Being Refunded, or (ii) the fees and expenses of the Escrow Trustee or the Refunded Registrar.

Section 7. Audit and Reports.

(A) The City has the right to audit the books, records and accounts of the Escrow Trustee insofar as they pertain to the Trust Account and the Costs of Issuance Account established pursuant to this Agreement.

(B) On or before each February 15 and August 15 during the term of this Agreement, the Escrow Trustee shall submit to the City a report covering all moneys it has received and all payments it has made under the provisions hereof during the six-month period ending on the preceding January 1 or July 1 (other than the first report, which shall be for the period from the Delivery Date to July 1, 2021). Each such report shall also list all investments and moneys on deposit with the Escrow Trustee as of the date of the report.

Section 8. Termination of Trust Account. Provided that all amounts payable on the Bonds Being Refunded have become due and the Escrow Trustee has on deposit all moneys necessary for the payment of such amounts, on the business day next succeeding the date the last of the Bonds Being Refunded is redeemed, the Escrow Trustee shall transfer all moneys and investments credited to the Trust Account in excess of the amounts needed to pay the amounts payable on the Bonds Being Refunded to the City to be applied for the benefit of the City in accordance with applicable law.

Section 9. Agreement Intended To Be Irrevocable; Amendments. This Agreement is entered into for the benefit of the registered owners of the Bonds Being Refunded, and is intended by the parties to be irrevocable; provided that this Agreement may be amended in writing signed by the City and the Escrow Trustee, but only to correct ambiguities, strengthen protections for registered owners of Bonds Being Refunded, or sever a clause deemed to be illegal. The City hereby agrees for the benefit of the registered owners of the Bonds Being Refunded that it will not avail itself of any statutory or other right it may have to terminate or cancel this Agreement.

Section 10. Escrow Trustee Non-Liability. Except as otherwise specifically set forth under the terms of this Agreement, the Escrow Trustee shall be under no obligation to inquire into or be otherwise responsible for the performance or non-performance by the City of any of its obligations, or to protect any of the rights of the City under any of the proceedings with respect to the Bonds or the Bonds Being Refunded. In the absence of bad faith on its part in the performance of its services under this Agreement, the Escrow Trustee shall not be liable for any lawful action taken or omitted to be taken by it in good faith and believed to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted to be taken by it in good faith and in accordance with the advice of counsel, and shall not be liable for any mistakes of act or errors in judgment or for any actions or omissions of any kind unless by its own willful misconduct or negligence. The Escrow Trustee shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement in compliance with the provisions hereof. None of the provisions of this Agreement shall require the Escrow Trustee to expend or risk

its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder if it has reasonable grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The Escrow Trustee may rely upon and shall not be bound to make any investigation into the fact or matters stated in a resolution, certificate, instrument, opinion, report, notice, consent, order, bond, note, security, or other paper or document approved and adopted by the City. When the Escrow Trustee deems it necessary or reasonable to request additional instructions or advice, it may apply to Sherman & Howard L.L.C., or such other law firm with nationally recognized bond counsel experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds selected by the Escrow Trustee and not objected to by the City, and the advice or any opinion of such counsel shall be full and complete authorization in respect of any action taken or omitted by it hereunder in good faith and without negligence and in accordance with such advice or opinion of counsel. The Escrow Trustee 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.

Section 11. Inurement. This Agreement shall be binding upon and shall inure to the benefit of the City and the Escrow Trustee and their respective successors and assigns. Any bank into which the Escrow Trustee may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its municipal corporate trust business shall, unless the City disapproves in writing, be the successor escrow trustee without the execution of any document or the performance of any further act. In the event the City disapproves of the successor escrow trustee resulting from any of the events described above, the City shall promptly appoint any state or national bank or savings and loan association within the State of Arizona which is a member of the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and which has trust powers and otherwise satisfies the qualification requirements hereunder and under the Bond Resolution to be the successor escrow trustee, whereupon such successor escrow trustee shall immediately succeed to the respective agreements and covenants hereunder.

Section 12. Escrow Trustee Resignation. The Escrow Trustee may at any time resign by giving 30 days' written notice of resignation to the City. Upon receiving such notice of resignation, the City shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Trustee from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the City, the resigning Escrow Trustee and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Trustee may petition any court of competent jurisdiction for the appointment of a successor.

Section 13. Indemnification of Escrow Trustee. The City shall indemnify, defend and hold harmless the Escrow Trustee and its officers, directors, employees and agents, from and against, and reimburse the Escrow Trustee for, any and all claims, obligations, liabilities, losses, damages, actions, suits, judgments, reasonable costs and expenses (including reasonable attorneys' and agents' fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claimed against the Escrow Trustee directly or indirectly relating to, or arising from, claims against the Escrow Trustee by reason of its participation in the transactions contemplated hereby, except to the extent caused by the Escrow Trustee's negligence or misconduct. The

foregoing sentence shall survive the termination of this Agreement or the earlier resignation or removal of the Escrow Trustee and shall only be enforceable to the extent not otherwise prohibited by applicable law.

Section 14. Electronic Transactions. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 15. Severability. If any section, paragraph, subdivision, sentence, clause or phrase hereof shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions hereof. The parties hereby declare that they would have executed this Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases hereof may be held to be illegal, invalid or unenforceable. If any provision hereof contains any ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted. In construing this Agreement, it should be recognized that the Bonds are intended to be obligations the interest on which is excludable from gross income under Section 103(a) of the Tax Code, and furthermore that the Bonds Being Refunded are intended to be tax-advantaged obligations under the Tax Code, and the provisions hereof should be construed to permit that result.

Section 16. Applicable Law. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Arizona. This Agreement expresses the entire understanding and all agreements of the parties hereto with respect to the subject matter hereof, and no party hereto has made or shall be bound by any agreement or any representation to any other party which is not expressly set forth in this Agreement.

Section 17. Arizona Law Provisions.

(A) To the extent applicable by provision of law, the Escrow Trustee acknowledges that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein and which provides that the City may within three years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

(B) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Escrow Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by the Escrow Trustee of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of the Escrow Trustee by the City. The City retains the legal right to randomly inspect the papers and records of the Escrow

Trustee to ensure that the Escrow Trustee is complying with the foregoing. The Escrow Trustee shall keep such papers and records open for random inspection during normal business hours by the City. The Escrow Trustee shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections. To the extent permitted by law, the City shall preserve the confidentiality of any information, records or papers the City views, accesses or otherwise obtains during any and every such random inspection, including without limitation, such information.

(C) To the extent applicable, pursuant to Section 35-393, et seq., Arizona Revised Statutes, the Escrow Trustee hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term “boycott” has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the City determines that the certification of the Escrow Trustee above is false or that it has breached such agreement, the City may impose remedies as provided by law.

Section 18. Costs of Issuance Account.

(A) The Escrow Trustee is hereby instructed to establish a separate account for purposes of paying the costs of issuance related to the issuance of the Bonds (the “*Costs of Issuance Account*”). The Escrow Trustee is hereby authorized and directed to pay, solely from the moneys deposited by the City in the Costs of Issuance Account, the costs and expenses incurred in issuing the Bonds as set forth on Exhibit D attached hereto. Any amounts remaining on May 1, 2021, shall be remitted to the City and deposited in the Bond Fund (as described in the Bond Resolution) and used to pay interest on the Bonds on the next succeeding interest payment date.

(B) For services hereunder, the Escrow Trustee shall receive the Escrow Trustee’s fees as set forth on Exhibit D attached hereto, such fees being due upon the initial deposit of moneys and Securities or Temporary Escrow Securities with the Escrow Trustee and representing payment of the Escrow Trustee’s initial fee and prepayment of the annual Escrow Trustee’s fees for services hereunder during the term of this Agreement. The Escrow Trustee shall not create or permit to be created any lien on moneys in the Trust Account for the failure to pay any such fees. The Escrow Trustee shall be reimbursed by the City for all out of pocket costs including reasonable attorney’s fees.

Section 19. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which together shall constitute but one instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF MESA, ARIZONA

Mayor

ATTEST

City Clerk

UMB BANK, N.A.,
as Escrow Trustee

Authorized Representative

ACKNOWLEDGED AND
AGREED TO BY UMB BANK,
N.A., as Registrar and Paying Agent
of the Bonds Being Refunded

Authorized Representative

EXHIBIT A

TRUST ACCOUNT INVESTMENTS

Securities to be received by the Escrow Trustee on the Delivery Date are as follows:

<u>Type</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Rate</u>
SLGS-Certificate	01/__/2021	\$ _____	%

Initial cash balance: \$_____

EXHIBIT B

NOTICE OF REFUNDING

**CITY OF MESA, ARIZONA
TAXABLE UTILITY SYSTEMS REVENUE BONDS,
SERIES 2010
(BUILD AMERICA BONDS – DIRECT PAY)**

CUSIP (Base No. 590545)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturity Being Refunded (July 1)	Principal Amount Being Refunded	Prior Redemption Date	Redemption Price on Bonds Being Refunded (% of Principal)
N70	06/03/2010	Taxable Utility Systems Revenue Bonds, Series 2010 (Build America Bonds – Direct Pay)	\$50,380,000	2034	\$44,690,000	01/___/2021	100%

Such bonds are hereinafter referred to as the “Bonds Being Refunded.”

Notice is hereby given that the undersigned has been notified that the Bonds Being Refunded have been refunded prior to maturity and that an irrevocable escrow trust has been established and funded with cash and securities issued or guaranteed by the United States of America in order to provide for the payment of the Bonds Being Refunded.

The Bonds Being Refunded will be paid on the dates and in the amounts (plus interest accrued thereon to the redemption date), as set forth above.

UMB Bank, n.a., as registrar and paying agent of the Bonds Being Refunded, shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this notice or on any bond.

Dated: _____, 2020.

UMB BANK, N.A., as Registrar and Paying Agent of the
Bonds Being Defeased

By _____

THIS IS NOT A REDEMPTION NOTICE

The Registrar and Paying Agent shall cause notice of such refunding to be mailed by first class mail to the registered owner of each Bond Being Refunded at the address shown on the registration books maintained by the Registrar and Paying Agent, and transmitted electronically to (i) The Depository Trust Company, and (ii) the Municipal Securities Rulemaking Board, currently through the Electronic Municipal Market Access system.

EXHIBIT C

NOTICE OF REDEMPTION
of the following obligations:

City of Mesa, Arizona, Taxable Utility Systems Revenue Bonds, Series 2010 (Build America Bonds – Direct Pay), dated June 3, 2010, maturing July 1, 2034.

Notice is hereby given that the below-described principal amounts of the above-referenced bonds outstanding have been called for redemption and will be redeemed on January __, 2021. The maturity date and amounts of the bonds to be redeemed are as follows:

CUSIP (Base No. 590545)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturity Being Refunded (July 1)	Principal Amount Being Refunded	Prior Redemption Date	Redemption Price on Bonds Being Refunded (% of Principal)
N70	06/03/2010	Taxable Utility Systems Revenue Bonds, Series 2010 (Build America Bonds – Direct Pay)	\$50,380,000	2034	\$44,690,000	01/__/2021	100%

Owners of the above-described bonds called for redemption are notified to present the same at the corporate trust office of UMB Bank, n.a., as Registrar and Paying Agent on or after the date set for redemption, where redemption will be made by payment of the face amount of each such bond plus accrued interest to the date set for redemption. All bonds so called for redemption must be surrendered and no interest will be paid on the above-described bonds from and after the redemption date.

The Registrar and Paying Agent shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this redemption notice or on any bond.

Dated: _____, 2020

UMB BANK, N.A., as Registrar and Paying Agent

By _____

Not less than thirty (30) nor more than sixty (60) days prior to the date set for redemption, the Registrar and Paying Agent shall cause notice of such redemption to be sent via telecopy or through other electronic means to The Depository Trust Company. Additionally, the Registrar and Paying Agent shall cause a notice of redemption to be sent to the Municipal Securities Rulemaking Board, currently through the Electronic Municipal Market Access system.

EXHIBIT D

COSTS OF ISSUANCE

The following fees and expenses are to be paid by the Escrow Trustee from the moneys deposited by the City to the Escrow Trustee and held in the Costs of Issuance Account for that purpose:

Bond Counsel Fees and Costs (1)	\$ _____.00
Financial Advisor Fees and Costs (2)	\$ _____.00
Escrow Trustee Fees and Costs (3)	\$ _____.00
Bond Registrar Fees and Costs (3)	\$ _____.00
Verification Agent (4)	\$ _____.00
Official Statement Printing (5)	\$ _____.00
Bond Ratings	
S&P	\$ _____.00
Moody's	\$ _____.00
Miscellaneous	\$ _____.00
TOTAL	<u>\$ _____.00</u>

- (1) Sherman & Howard L.L.C.
- (2) Hilltop Securities Inc.
- (3) UMB Bank, n.a.
- (4) Public Finance Partners LLC
- (5) IPREO