

\$[PAR AMOUNT]
LOS GATOS UNION SCHOOL DISTRICT
(SANTA CLARA COUNTY, CALIFORNIA)
2022 GENERAL OBLIGATION REFUNDING BONDS

PAYING AGENT, BOND REGISTRAR, AND COSTS OF ISSUANCE AGREEMENT

THIS PAYING AGENT, BOND REGISTRAR, AND COSTS OF ISSUANCE AGREEMENT (this "Agreement"), is entered into as of May 1, 2022, by and between the LOS GATOS UNION SCHOOL DISTRICT (the "District"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (the "Bank"), relating to the \$[PAR AMOUNT] Los Gatos Union School District (Santa Clara County, California) 2022 General Obligation Refunding Bonds (the "Refunding Bonds"). The District hereby appoints the Bank to act as Paying Agent, Transfer Agent and Bond Registrar for the Refunding Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Refunding Bonds.

RECITALS

WHEREAS the District has duly authorized and provided for the issuance of the Refunding Bonds as fully registered Refunding Bonds without coupons;

WHEREAS the District will ensure all things necessary to make the Refunding Bonds the valid obligations of the District, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS the District and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Refunding Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Refunding Bonds;

WHEREAS the District and the Bank also wish to provide the terms under which Bank will act as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Refunding Bonds;

WHEREAS the Bank has agreed to serve in such capacities for and on behalf of the District and has full power and authority to perform and serve as Paying Agent, Transfer Agent and Bond Registrar for the Refunding Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Refunding Bonds;

WHEREAS the District has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

AGREEMENT

ARTICLE ONE

DEFINITIONS

Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

"*Bank*" means U.S. Bank Trust Company, National Association, a banking association organized and existing under the laws of the United States of America.

"*Bond Register*" means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

"*Bond Resolution*" means the resolution of the District, adopted by the District's governing board on March 10, 2022, pursuant to which the Refunding Bonds were issued.

"*County*" means Santa Clara County, a political subdivision of the State of California.

"*County Treasurer*" means the County's Controller-Treasurer Department.

"*Custodian and Disbursing Agent*" means the Bank when it is performing the function of custodian and disbursing agent for the payment of costs of issuance relating to the Refunding Bonds.

"*District*" means Los Gatos Union School District, a school district and political subdivision of the State of California.

"*District Request*" means a written request signed in the name of the District and delivered to the Bank.

"*Fiscal Year*" means the fiscal year of the District ending on June 30 of each year.

"*Paying Agent*" means the Bank when it is performing the function of paying agent for the Refunding Bonds.

"*Person*" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"*Refunding Bonds*" means any one or all of the \$[PAR AMOUNT] Los Gatos Union School District (Santa Clara County, California) 2022 General Obligation Refunding Bonds.

"*Registered Owner*" means a Person in whose name a Bond is registered in the Bond Register.

"*Registrar*" means the Bank when it is performing the function of registrar for the Refunding Bonds.

"*Stated Maturity*" when used with respect to any Refunding Bonds means the date specified in the Bond Resolution as the date on which the principal of such Refunding Bonds is due and payable.

ARTICLE TWO

APPOINTMENT OF BANK AS PAYING AGENT, TRANSFER AGENT, BOND REGISTRAR AND CUSTODIAN AND DISBURSING AGENT

Section 2.01. Appointment and Acceptance. The District hereby appoints the Bank to act as Paying Agent and Transfer Agent with respect to the Refunding Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement and the Bond Resolution, the principal of, redemption premium (if any), and interest on all or any of the Refunding Bonds.

The District hereby appoints the Bank as Registrar with respect to the Refunding Bonds. As Registrar, the Bank shall keep and maintain for and on behalf of the District, books and records as to the ownership of the Refunding Bonds and with respect to the transfer and exchange thereof as provided herein and in the Bond Resolution.

The District hereby appoints the Bank as Custodian and Disbursing Agent.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent, Transfer Agent, Bond Registrar and Custodian and Disbursing Agent.

Section 2.02. Compensation. As compensation for the Bank's services as Paying Agent and Bond Registrar, the Bank shall send invoices for payment, pursuant to Section 3.02.

The District agrees to reimburse the Bank, upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Bank in connection with entering into and performing under this Agreement and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder.

ARTICLE THREE

PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank, provided sufficient collected funds have been provided to it for such purpose by or on behalf of the District, shall pay on behalf of the District the principal of, and interest on, each Bond in accordance with the provisions of the Bond Resolution.

Section 3.02. Payment Dates. The District hereby instructs the Bank to pay the principal of, redemption premium (if any), and interest on the Refunding Bonds on the dates specified in the Refunding Bonds.

Section 3.03. Invoices. (a) Unless otherwise directed in the future by the District or the County, the District hereby instructs the Bank to send any invoices for payment to the County Treasurer at:

Ivy Chau (ivy.chau@fin.sccgov.org)
Mu-Hua Cheng (Mu-Hua.Cheng@fin.sccgov.org)
Sherry Yang (sherry.yang01@fin.sccgov.org)

County of Santa Clara
Finance Agency – Controller-Treasurer Department
County Government Center, East Wing, 2nd Floor
70 W. Hedding Street
San Jose, CA 95110

ARTICLE FOUR

REGISTRAR

Section 4.01. Initial Delivery of Refunding Bonds. The Refunding Bonds will be initially registered and delivered to the purchaser designated by the District as one bond for each maturity. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, deliver Refunding Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Registrar. The Bank shall provide for the proper registration of transfer, exchange and replacement of the Refunding Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Registered Owner thereof or his attorney duly authorized in writing. The Bank as Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Section 4.03. Unauthenticated Refunding Bonds. The District shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Refunding Bonds to facilitate transfers. The Bank agrees that it will maintain such unauthenticated Refunding Bonds in safekeeping.

Section 4.04. Form of Bond Register. The Bank as Registrar will maintain its records as Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.05. Reports. The District may request the information in the Bond Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing and to convert the information into written form.

The Bank will not release or disclose the content of the Bond Register to any person other than to the District at its written request, except upon receipt of a subpoena or court order or as may otherwise be required by law. Upon receipt of a subpoena or court order the Bank will notify the District.

Section 4.06. Cancelled Refunding Bonds. All Refunding Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The District may at any time deliver to the Bank for cancellation any Refunding Bonds previously authenticated

and delivered which the District may have acquired in any manner whatsoever, and all Refunding Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Refunding Bonds held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the District upon its written request.

ARTICLE FIVE

CUSTODIAN AND DISBURSING AGENT

Section 5.01. Receipt of Moneys. The Bank, as Custodian and Disbursing Agent has received from [UNDERWRITER], as purchaser of the Refunding Bonds, \$[160,000.00] to be deposited in a special account to be held and maintained by the Custodian and Disbursing Agent in the name of the District (the "Costs of Issuance Account").

Section 5.02. Investment. The Bank as Custodian and Disbursing Agent will hold funds uninvested in the Costs of Issuance Account until [August 1], 2022, the 90th day following the date of issue of the Refunding Bonds, or upon prior written order of the District (such date being the "Final Disbursement Date").

Section 5.03. Payment of Costs of Issuance. The Bank as Custodian and Disbursing Agent will pay costs of issuance of the Refunding Bonds as directed by the District from time to time via a written requisition of the District in the form of Exhibit A attached hereto. The Bank may rely conclusively on such written order of the District and shall have no duty to investigate or verify any statements made therein.

Section 5.04. Transfer of Remaining Amounts. Any balances remaining in the Costs of Issuance Account (including any earnings) on the Final Disbursement Date will be transferred to the County Treasurer for deposit in the Interest and Sinking Fund held by the County for payment of the principal of and interest on the Refunding Bonds. Following such transfer, the Costs of Issuance Account will be closed.

Section 5.05. Limited Liability. The liability of the Bank as Custodian and Disbursing Agent is limited to the duties listed above. The Custodian and Disbursing Agent will not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion of power conferred upon it by this Agreement.

ARTICLE SIX

THE BANK

Section 6.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Refunding Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

Section 6.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the District.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Refunding Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

Section 6.03. Recitals of District. The recitals contained in the Bond Resolution and the Refunding Bonds shall be taken as the statements of the District, and the Bank assumes no responsibility for their correctness.

Section 6.04. May Own Refunding Bonds. The Bank, in its individual or any other capacity, may become the owner or pledgee of Refunding Bonds with the same rights it would have if it were not the Paying Agent and Registrar for the Refunding Bonds.

Section 6.05. Money Held by Bank. Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder.

Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed for two years after such deposit will be paid by the Bank to the District, and the District and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the District for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 6.06. Other Transactions. The Bank may engage in or be interested in any financial or other transaction with the District.

Section 6.07. Interpleader. The District and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The District and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 6.08. Indemnification. To the extent permitted by law, the District shall indemnify the Bank, its officers, directors, employees and agents ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder or under the Bond Resolution (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be attributable to the Bank's negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Refunding Bonds.

ARTICLE SEVEN

MISCELLANEOUS PROVISIONS

Section 7.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 7.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 7.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the District or the Bank shall be mailed or delivered to the District or the Bank, respectively, at the address shown herein, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

District:

Los Gatos Union School District
17010 Roberts Road
Los Gatos, CA 95032
Attention: Chief Business Official

Bank:

U.S. Bank Trust Company, National Association
1 California Street, 10th Floor
San Francisco, CA 94111
Attention: Global Corporate Trust

Section 7.04. Electronic Mail or Facsimile Instructions. The Paying Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the County and the District shall provide to the Paying Agent an incumbency

certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the County and the District elect to give the Paying Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Paying Agent in its discretion elects to act upon such instructions, the Paying Agent's understanding of such instructions shall be deemed controlling. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The County and the District agree: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Paying Agent, including without limitation the risk of the Paying 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 Paying Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the County and the District; and (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.

Section 7.05. Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 7.06. Successors and Assigns. All covenants and agreements herein by the District and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 7.07. Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 7.08. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 7.09. Entire Agreement. This Agreement and the Bond Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent, Transfer Agent and Bond Registrar for the Refunding Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Refunding Bonds.

Section 7.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 7.11. Term and Termination. This Agreement shall be effective from and after its date and until the Bank resigns or is removed in accordance with the Bond Resolution; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may resign at any time by giving written notice thereof to the County and the District. If the Bank shall resign, be removed or become incapable of acting, the County, after consultation with the District, shall promptly appoint a successor Paying Agent and Registrar. If an instrument of acceptance by a successor Paying Agent and Registrar shall not have been delivered to the Bank within thirty 30 days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the

District for the appointment of a successor Paying Agent and Registrar. In the event of resignation or removal of the Bank as Paying Agent and Registrar, upon the written request of the County or the District and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the County on behalf of the District or its designee all funds and unauthenticated Refunding Bonds, and a copy of the Bond Register. The provisions of Section 2.02 and Section 6.08 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 7.12. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

Section 7.13. Documents to be Filed with Bank. At the time of the Bank's appointment as Paying Agent and Registrar, the District shall file with the Bank the following documents: (a) a certified copy of the Bond Resolution and a specimen Bond; (b) a copy of the opinion of bond counsel provided to the District in connection with the issuance of the Refunding Bonds; and (c) a District Request containing written instructions to the Bank with respect to the issuance and delivery of the Refunding Bonds, including the name of the Registered Owners and the denominations of the Refunding Bonds.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

LOS GATOS UNION SCHOOL DISTRICT

By _____
Name: Paul Johnson
Title: Superintendent

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Paying Agent

By _____
Name _____
Title _____

EXHIBIT A

WRITTEN REQUEST NO. FOR
DISBURSEMENT FROM THE COSTS OF ISSUANCE ACCOUNT

The undersigned hereby states and certifies:

(i) that the undersigned is the duly appointed Chief Business Official of the Los Gatos Union School District, a unified school district duly organized and existing under the laws of the State of California (the "District"), and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same on behalf of the District;

(ii) that, pursuant to that certain Paying Agent, Bond Registrar and Costs of Issuance Agreement, dated as of May 1, 2022 (the "Agreement"), U.S. Bank Trust Company, National Association as custodian and disbursing agent, is hereby requested to cause the disbursement on this date, from the Costs of Issuance Account established under the Agreement, to the payees set forth on SCHEDULE I attached hereto and by this reference incorporated herein, at the addresses identified thereon, the amount set forth opposite such payee for payment or reimbursement of costs of issuance relating to the District's "Los Gatos Union School District (Santa Clara County, California) 2022 General Obligation Refunding Bonds" in the aggregate principal amount of \$[PAR AMOUNT] and dated [May 3], 2022 (the "Refunding Bonds");

(iii) that each item of cost identified herein has been properly incurred, constitutes payment of costs of issuance of the Refunding Bonds identified above and has not been the basis of any previous disbursement; and

(iv) that attached hereto is an invoice for each disbursement to be made pursuant to this Requisition.

Dated: _____, 2022

LOS GATOS UNION SCHOOL DISTRICT

By _____
Authorized Officer

SCHEDULE I TO WRITTEN REQUEST

COSTS OF ISSUANCE DISBURSEMENTS

[TO COME]