

**LAKE ELSINORE PUBLIC FINANCING AUTHORITY  
LOCAL AGENCY REVENUE REFUNDING BONDS, SERIES 2019**

**ESCROW AGREEMENT**

This ESCROW AGREEMENT (the “Escrow Agreement”), made and entered into as of June 1, 2025, by and between the Lake Elsinore Public Financing Authority (the “Authority”) and Wilmington Trust, National Association (the “Escrow Agent”), a national banking association organized and existing under the laws of the United States of America and being qualified to accept and administer the escrow hereby created,

*WITNESSETH:*

**WHEREAS**, the Authority has heretofore issued its \$7,145,000 Local Agency Revenue Refunding Bonds, Series 2019 (the “Prior Authority Bonds”) pursuant to the terms of that certain Indenture of Trust dated as of December 1, 2019 (the “Prior Authority Indenture”), by and between the Authority and Wilmington Trust, National Association, as successor trustee (the “Prior Trustee”); and

**WHEREAS**, in connection with the issuance of the Prior Authority Bonds, Community Facilities District No. 2005-2 (Alberhill Ranch) of the City of Lake Elsinore (the “District”) previously issued the \$7,145,000 City of Lake Elsinore Community Facilities District 2005-2 (Alberhill Ranch) Improvement Area A 2019 Special Tax Refunding Bonds (the “Prior District Bonds”) pursuant to the terms of that certain Bond Indenture dated as of December 1, 2019 (the “Prior Indenture”), by and between CFD No. 2005-2 and Wilmington Trust, National Association, as successor trustee thereunder;

**WHEREAS**, in order to discharge and redeem the outstanding Prior Authority Bonds, the District has determined to cause the issuance and sale of its respective 2025 Special Tax Refunding Bonds (the “CFD Bonds”), in connection with the issuance of the Lake Elsinore Facilities Financing Authority Local Agency Revenue Refunding Bonds, Series 2025A (the “Authority Bonds”), the proceeds of which will provide moneys to Wilmington Trust, National Association (the “Prior Trustee”) as successor trustee under the Prior Indenture, which will be sufficient (when combined with moneys held under the Prior Indenture and the Prior Authority Indenture) to redeem the Prior District Bonds to effect a simultaneous redemption of the Prior Authority Bonds on September 1, 2025 (the “Redemption Date”) at a redemption price equal to 100% of the principal amount to be redeemed plus accrued and unpaid interest to the Redemption Date (the “Redemption Price”) as set forth in Schedule III hereto; and

**WHEREAS**, pursuant to Section 2 of this Escrow Agreement, the District will cause a prescribed portion of the proceeds of each series of CFD Bonds to be set aside with the Escrow Agent, together with certain funds held by the Prior Trustee and the Prior Trustee with respect to its Prior District Bonds and the Prior Authority Bonds, respectively, such proceeds and funds to be deposited in an escrow fund to be created hereunder to be known as the Escrow Fund to

be maintained by the Escrow Agent (the "Escrow Fund") which moneys will be used to purchase securities as described on Schedule II hereto (the "Federal Securities"), the principal of and interest on which when paid will provide money which, together with the moneys deposited with the Escrow Agent at the same time pursuant to this Escrow Agreement, will be sufficient to pay when and as due the Redemption Price of the Prior District Bonds, and accordingly, the Prior Authority Bonds;

**NOW, THEREFORE,** the Authority and the Escrow Agent hereby agree as follows:

SECTION 1. Establishment and Maintenance of Escrow Fund. The Escrow Agent agrees to establish and maintain, until the Prior Authority Bonds have been paid in full, a fund designated as the "Escrow Fund," and to hold the moneys therein at all times as a special and separate escrow fund (wholly segregated from all other securities, investments or moneys on deposit with the Escrow Agent). All moneys in the Escrow Fund are hereby irrevocably pledged, subject to the provisions of Section 2 hereof, to secure the payment when due of the Redemption Price of the Prior Authority Bonds.

SECTION 2. Funding of the Escrow Fund.

(a) The District agrees that, not later than June \_\_, 2025 (the "Closing Date"), the District will cause to be transferred to the Escrow Agent for deposit in the Escrow Fund:

(i) from Wilmington Trust, National Association, as trustee (the "Trustee") under the Bond Indenture dated as of June 1, 2025, between CFD No. 2005-2 and the Trustee, the amount of \$ \_\_\_\_\_ from the proceeds of sale of the CFD Bonds of CFD No. 2005-2, and from the Prior Trustee the amount of \$ \_\_\_\_\_ held in the funds and accounts under the Prior Indenture; and

(ii) from the Prior Trustee the sum of \$ \_\_\_\_\_, from amounts held under the Prior Authority Indenture on account of the Prior Authority Bonds.

(b) The Authority and the District hereby direct the Escrow Agent to immediately apply \$ \_\_\_\_\_ of such amounts to acquire, on the Closing Date, the Federal Securities set forth in Schedule II and to hold \$ \_\_\_\_\_ uninvested as cash.

SECTION 3. Investment of Moneys. The Escrow Agent acknowledges receipt of the moneys described in Section 2 and agrees immediately to invest such moneys in the Federal Securities listed on Schedule II hereto and to deposit such Federal Securities in the Escrow Fund. The Escrow Agent shall be entitled to rely upon the conclusion of Causey Public Finance LLC (the "Verification Agent"), that the Federal Securities listed on Schedule II hereto mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be sufficient to pay the Redemption Price of the Prior Authority Bonds on the Redemption Date.

SECTION 4. Investment of Any Remaining Moneys. At the written direction of the Authority, the Escrow Agent shall reinvest any other amount of principal and interest, or any portion thereof, received from the Federal Securities prior to the date on which such payment is required for the purposes set forth herein, in noncallable Federal Securities maturing not later than the date on which such payment or portion thereof is required for the purposes set forth in Section 6, at the written direction of the Authority, as verified in a 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 political subdivisions to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to pay the Redemption Price of the Prior Authority Bonds on the Redemption Date, and provided that the District has obtained and delivered to the Escrow Agent an unqualified opinion of Stradling Yocca Carlson & Rauth LLP, that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes or of the interest with respect to the Prior Authority Bonds or the Authority Bonds. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 4 which is not required for the purposes set forth in Section 6, as verified in the letter of the Verification Agent originally obtained by the Authority with respect to the refunding of the Prior District Bonds and the Prior Authority Bonds 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 tax-exempt obligations of political subdivisions, shall be paid to the Authority promptly upon the receipt of such interest income by the Escrow Agent. The determination of the Authority as to whether an accountant qualifies under this Escrow Agreement shall be conclusive.

SECTION 5. Substitution of Securities. Upon the written request of the Authority, 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 that there are substituted therefor from the proceeds of the Federal Securities other Federal Securities, but only after the Authority has obtained and delivered to the Escrow Agent: (i) an unqualified opinion of Stradling Yocca Carlson & Rauth LLP, to the effect that the substitution of securities is permitted under the legal documents in effect with respect to the Prior District Bonds and the Prior Authority Bonds and that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest with respect to the Prior Authority Bonds or the Authority Bonds; and (ii) a report by a firm of independent certified public accountants to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to pay the Redemption Price of the Prior Authority Bonds on the Redemption Date. 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 6. Payment and Redemption of the Prior Authority Bonds. The District and the Authority hereby request and irrevocably instruct the Escrow Agent to transfer, subject to the provisions of Section 2 hereof, all moneys deposited in the Escrow Fund, to the Prior

Trustee to pay the Redemption Price of the Prior Authority Bonds on the Redemption Date. Upon payment in full of the Prior Authority Bonds, the Escrow Agent shall transfer any moneys remaining in the Escrow Fund to the Authority and, after provision for payment of amounts due to the Prior Trustee and the Escrow Agent pursuant to Section 6 and 11 hereof, this Escrow Agreement shall terminate. The Escrow Fund cash flow for the Escrow Fund is set forth in Schedule III attached hereto.

The District and the Authority hereby agree that the Prior District Bonds shall be deemed defeased concurrently with the defeasance of the Prior Authority Bonds.

SECTION 7. Notices of Defeasance and Redemption of the Prior Authority Bonds. The Authority hereby instructs the Escrow Agent to mail, first class, postage prepaid, a notice to the owners of the Prior Authority Bonds in the form attached hereto as Schedule I-A stating that the defeasance of the Prior Authority Bonds has occurred. The Authority hereby acknowledges and confirms that it has previously mailed, first class, postage prepaid, by not later than 30 days prior to the Redemption Date a notice in substantially the form attached hereto as Schedule I-B of redemption with respect to the Prior Authority Bonds in accordance with the procedures set forth in Section 2.2 of the Prior Authority Indenture.

The Authority hereby waives any notice requirement with respect to the redemption and defeasance of the Prior District Bonds under the Prior Indenture.

SECTION 8. Notice of Possible Deficiencies. If at any time the Escrow Agent has actual knowledge that the moneys and securities in the Escrow Fund will not be sufficient to make all payments required by Section 6 hereof, the Escrow Agent shall notify the Authority in writing as soon as is reasonably practicable, of such fact, the amount of such deficiency and if known, the reason therefor; provided, however, that the Authority and the District shall have no liability for any such deficiency.

SECTION 9. Fees and Costs. The Escrow Agent's fees and costs for all duties to be carried out by it under the Escrow Agreement have been included in its fees and costs as trustee for the Authority Bonds. The parties hereto agree that the duties and obligations of the Escrow Agent shall be as expressly provided herein, and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent. The fees of and the costs incurred by the Escrow Agent shall in no event be deducted or payable from, or constitute a lien against, the Escrow Fund.

SECTION 10. Merger or Consolidation. 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, provided such company shall be eligible under this Escrow Agreement, shall be the successor of such Escrow Agent without the execution or filing of any paper or any further act, notwithstanding anything herein to the contrary.

SECTION 11. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provisions shall not affect any of the remaining provisions of this Escrow Agreement.

SECTION 12. Execution of Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.

SECTION 13. Applicable Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 14. Indemnification. The Authority agrees to indemnify, hold harmless and defend the Escrow Agent, its officers, employees, directors, and agents, to the extent permitted by law from and against any and all losses, damages, claims, actions, liabilities, costs and expenses of whatever nature, kind or character (including, without limitation, attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) which may be imposed on, or incurred by or asserted against the Escrow Agent directly or indirectly arising out of or related to any claim, suit, investigation, proceeding or action commenced or threatened as a result of the execution by the Escrow Agent of this Escrow Agreement, the performance of its obligations hereunder, or of the payment of the Prior Authority Bonds; provided, however, that this indemnification shall not cover any losses or expenses incurred by the Escrow Agent as a result of its negligence or willful misconduct. The agreements of the Authority and the District hereunder shall survive the discharge of the Prior Authority Indenture and the Prior Indenture and the payment of the Redemption Price and the resignation or removal of the Prior Trustee.

SECTION 15. Immunities and Liability of Escrow Agent.

(a) The Escrow Agent undertakes to perform only such duties as are expressly and specifically set forth in this Escrow Agreement, and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent.

(b) The Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, indirect or consequential damages, even if the Escrow Agent or the Authority knows of the possibility of such damages. The Escrow Agent shall have no duty or responsibility under this Escrow Agreement in the case of any default in the performance of the covenants or agreements contained in the resolutions and trustee agreements relating to the Prior Authority Bonds or the Prior District Bonds. The Escrow Agent is not required to resolve conflicting demands to money or property in its possession under this Escrow Agreement.

(c) The Escrow Agent may consult with counsel of its own choice, and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

(d) The Escrow Agent shall not be responsible for any of the recitals or representations contained herein.

(e) The Escrow Agent may become the owner of, or acquire any interest in, any of the Prior Authority Bonds with the same rights that it would have if it were not the Escrow Agent and may engage or be interested in any financial or other transaction with the Authority.

(f) The Escrow Agent shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys and securities deposited with it to pay the prescribed Prior Authority Bonds.

(g) The Escrow Agent shall not be liable for any action or omission of the Authority or the District under this Escrow Agreement.

(h) Whenever in the administration of this Escrow Agreement the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate of any authorized representative of the Authority, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered in good faith by it under the provisions of this Escrow Agreement.

(i) The Escrow Agent may conclusively rely, as to the truth 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 compliance 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 fact or matter stated in such notice, instruction, request, certificate or opinion.

(j) The Escrow Agent shall incur no liability for losses arising from any investment made pursuant to this Escrow Agreement.

(k) 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.

(l) The liability of the Escrow Agent to make the payments required by this Escrow Agreement shall be limited to the moneys and securities in the Escrow Fund.

SECTION 16. Termination and Modification of Agreement. Upon final payment in full of the principal of and interest on the Prior Authority Bonds pursuant to this Escrow

Agreement, all obligations of the Escrow Agent under this Escrow Agreement shall cease and terminate, except for the obligation of the Escrow Agent to pay or cause to be paid to the owners of the Prior Authority Bonds not presented for payment all sums due thereon and the obligation of the Authority to pay to the Escrow Agent any amounts due and owing to the Escrow Agent hereunder. This Escrow Agreement may not be amended or modified in any manner which is materially adverse to the Owners of the Prior Authority Bonds without the unanimous prior written consent of the Owners of the Prior Authority Bonds.

IN WITNESS WHEREOF, the Authority and Wilmington Trust, National Association, as Escrow Agent, have caused this Escrow Agreement to be executed each on its behalf by duly authorized officers as of the day and year first above written.

*[SIGNATURES ON FOLLOWING PAGE.]*

LAKE ELSINORE PUBLIC FINANCING AUTHORITY

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
AS ESCROW AGENT

\_\_\_\_\_  
Treasurer of the Authority

By: \_\_\_\_\_  
Its: Authorized Officer

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Directors of the  
Authority

**SCHEDULE I-A**

**FORM OF NOTICE OF DEFEASANCE**

**NOTICE OF DEFEASANCE OF  
LAKE ELSINORE PUBLIC FINANCING AUTHORITY  
LOCAL AGENCY REVENUE REFUNDING BONDS, SERIES 2019**

Notice is hereby given to the holders of the outstanding \$5,620,000 Local Agency Revenue Refunding Bonds, Series 2019 (the "Refunded Bonds") (i) that there has been deposited with Wilmington Trust, National Association, as Escrow Agent (the "Escrow Agent"), moneys under the Escrow Agreement, dated as of June 1, 2025 (the "Escrow Agreement"), which shall be sufficient and available to redeem the Refunded Bonds on September 1, 2025 (the "Redemption Date") at a redemption price equal to 100% of the principal amount to be redeemed plus accrued and unpaid interest to the Redemption Date; (ii) that the Escrow Agent has been irrevocably instructed to redeem on such Refunded Bonds on the Redemption Date; and (iii) that the Refunded Bonds are deemed to be paid in accordance with Section 9.3 of the Trust Indenture dated as of March 1, 2015, by and between the Lake Elsinore Public Financing Authority and Wilmington Trust, National Association, as successor trustee, pursuant to which the Local Agency Revenue Refunding Bonds, Series 2015 Bonds were issued.

Dated this day \_\_\_\_ of \_\_\_\_ 2025.

LAKE ELSINORE PUBLIC FINANCING AUTHORITY

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WILMINGTON TRUST, NATIONAL ASSOCIATION  
as Escrow Agent

**SCHEDULE I-B**

**FORM OF NOTICE OF REDEMPTION**

Notice is hereby given to the holders of the outstanding \$5,620,000 Local Agency Revenue Refunding Bonds, Series 2019 (the "Refunded Bonds") that such Refunded Bonds have been called for redemption prior to maturity on September 1, 2025 (the "Redemption Date") in accordance with their terms at a redemption price equal to 100% of the principal amount thereof plus interest accrued to the Redemption Date. The source of the funds to be used for such redemption is moneys and securities deposited with Wilmington Trust, National Association, as Escrow Agent.

<i><b>Maturity Date (September 1)</b></i>	<i><b>Principal Amount</b></i>	<i><b>Interest Rate</b></i>	<i><b>Redemption Price</b></i>
2025	\$340,000	2.73%	100%
2026	365,000	2.73	100
2027	385,000	2.73	100
2028	405,000	2.73	100
2029	435,000	2.73	100
2030	460,000	2.73	100
2031	485,000	2.73	100
2032	510,000	2.73	100
2033	535,000	2.73	100
2034	560,000	2.73	100
2035	580,000	2.73	100
2036	600,000	2.73	100

The redemption price of the Refunded Bonds shall become due and payable on the Redemption Date and after the Redemption Date interest on such Refunded Bonds shall cease to accrue and be payable.

**This notice is conditional upon the receipt by the Escrow Agent on or prior to the date fixed for redemption of the Refunded Bonds of moneys sufficient to pay the principal of, premium, if any, and interest on such Refunded Bonds to be redeemed and, if such moneys are not so received, this notice shall be of no force and effect and the Refunded Bonds shall not be so redeemed.**

Owners of the Refunded Bonds will receive payment of the redemption price to which they are entitled upon presentation and surrender thereof at the principal corporate trust office of Wilmington Trust, National Association, Costa Mesa, California.

Dated this \_\_\_\_ day of \_\_\_\_, 2025.

LAKE ELSINORE PUBLIC FINANCING AUTHORITY

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WILMINGTON TRUST, NATIONAL ASSOCIATION  
as Escrow Agent

**SCHEDULE II**

**FEDERAL SECURITIES**

<i>Security</i>	<i>Maturity</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Price</i>
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**SCHEDULE III**  
**ESCROW CASH FLOW**

<i><b>Dates</b></i>	<i><b>Principal Redeemed</b></i>	<i><b>Interest</b></i>	<i><b>Premium</b></i>	<i><b>Cash Balance</b></i>
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SCHEDULE II