
ESCROW AGREEMENT

by and between the

CAMPBELL UNION SCHOOL DISTRICT

and

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

Dated May 7, 2024

Current refunding of a portion of the following:

**Campbell Union School District
(Santa Clara County, California)
General Obligation Bonds
Election of 2010, Series D (2014)**

**Campbell Union School District
(Santa Clara County, California)
2014 General Obligation Refunding Bonds**

ESCROW AGREEMENT

This Escrow Agreement (this “Escrow Agreement”), dated May 7, 2024, is by and between the CAMPBELL UNION SCHOOL DISTRICT, a school district duly created and existing pursuant to the laws of the State of California (the “District”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as escrow agent (the “Escrow Bank”).

WITNESSETH:

WHEREAS, the District has also issued its Campbell Union School District (Santa Clara County, California) General Obligation Bonds, Election of 2010, Series D (2014), in the original principal amount of \$16,000,000, for authorized school purposes (the “2010D Bonds”);

WHEREAS, the District has also heretofore issued its Campbell Union School District (Santa Clara County, California) 2014 General Obligation Refunding Bonds, in the original principal amount of \$4,970,000, to refund bonds issued in 2001 and 2003 for authorized school purposes (the “2014 Refunding Bonds”);

WHEREAS, the 2010D Bonds and the 2014 Refunding Bonds (collectively, the “Prior Bonds”) were issued under and pursuant to resolutions of the Governing Board of the District (collectively, the “Prior Bond Resolutions”);

WHEREAS, pursuant to Articles 9 and 11 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the “Act”), the District is empowered to issue general obligation refunding bonds;

WHEREAS, the Board of Trustees of the District, by resolution adopted on March 28, 2024 (the “Refunding Bond Resolution”), has authorized the issuance and sale of the District’s \$_____ Campbell Union School District (Santa Clara County, California) 2024 General Obligation Refunding Bonds (the “2024 Refunding Bonds”), and has determined to use a portion of the proceeds of the 2024 Refunding Bonds to:

(a) redeem all outstanding 2010D Bonds maturing on August 1, ____, to and including August 1, ____ (the “Refunded 2010D Bonds”), on August __, 2024 (the “Redemption Date”), at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to such date (the “Redemption Price”), and

(b) redeem all outstanding 2014 Refunding Bonds maturing on August 1, ____, to and including August 1, ____ (the “Refunded 2014 Refunding Bonds” and, with the Refunded 2010D Bonds, the “Refunded Prior Bonds”), on the Redemption Date, at the Redemption Price, and

WHEREAS, the District, in the Refunding Bond Resolution, has directed that a portion of the proceeds of the sale of the 2024 Refunding Bonds be deposited hereunder, and that such amount will be in an amount sufficient to provide for the redemption of the Refunded Prior Bonds as described above; and

WHEREAS, the Escrow Bank has full powers to perform the duties and obligations to be undertaken by it pursuant to this Escrow Agreement; and

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

Section 1. Discharge of Bonds. The District hereby irrevocably elects to pay and discharge all indebtedness payable by the District under the Prior Bond Resolutions and to terminate all obligations of the District thereunder with respect thereto.

Section 2. Appointment of Escrow Bank. The District hereby appoints the Escrow Bank as escrow bank for all purposes of this Escrow Agreement and in accordance with the terms and provisions of this Escrow Agreement, and the Escrow Bank hereby accepts such appointment.

Section 3. Establishment of Escrow Fund. There is hereby created by the District with, and to be held by, the Escrow Bank as security for the payment of the Refunded Prior Bonds as hereinafter set forth, an irrevocable escrow to be maintained by the Escrow Bank on behalf of the District and for the benefit of the owners of the Refunded Prior Bonds, said escrow to be designated the "Escrow Fund." All moneys deposited in the Escrow Fund shall be held as a special fund for the payment of the principal and interest with respect to the Refunded Prior Bonds in accordance with the provisions of this Escrow Agreement. If at any time the Escrow Bank shall receive actual knowledge that the moneys in the Escrow Fund will not be sufficient to make any payment required by Section 5 hereof, the Escrow Bank shall notify the District of such fact and the District shall immediately cure such deficiency. The Escrow Bank shall not be responsible for any such deficiency.

Section 4. Deposit into Escrow Fund; Investment of Amounts.

(a) Concurrently with delivery of the 2024 Refunding Bonds, the District shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of \$_____, in immediately available funds, which shall be derived from the proceeds of the sale of the 2024 Refunding Bonds.

(b) The Escrow Bank shall invest \$_____ of the moneys deposited into the Escrow Fund pursuant to the preceding paragraph in the securities set forth in Exhibit A attached hereto and by this reference incorporated herein (the "Escrowed Federal Securities") and shall hold the remaining \$___ in cash, uninvested. The Escrowed Federal Securities and such cash shall be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein.

If the Escrow Bank learns that the Department of the Treasury or the Bureau of Fiscal Service will not, for any reason, accept a subscription for U.S. Treasury Securities—State and Local Government Series, the Escrow Bank shall promptly request alternative written investment instructions from the District with respect to escrowed funds which were to be invested in the Escrowed Federal Securities. The Escrow Bank shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Bank shall hold funds uninvested and without liability for interest until receipt of further written instructions from the District. In the absence of investment instructions from the District the Escrow Bank shall not be responsible for the investment of such funds or interest thereon. The Escrow Bank may conclusively rely upon the District'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.

(c) The Escrow Bank may rely upon the conclusion of _____, as contained in its opinion and accompanying schedules (the "Report") dated May 7, 2024, that the maturing

Escrowed Federal Securities, the investment earning thereon and the cash on deposit in the Escrow Fund will be sufficient to redeem the Refunded Prior Bonds in full on the Redemption Date at the Redemption Price.

(d) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Agreement.

(e) Any money left on deposit in the Escrow Fund after payment in full of the Refunded Prior Bonds, and the payment of all amounts due to the Escrow Bank hereunder, shall be transferred to Santa Clara County for deposit in the debt service fund maintained by Santa Clara County for the District.

Section 5. Instructions as to Application of Deposit.

(a) The moneys deposited in the Escrow Fund pursuant to Section 2 shall be applied by the Escrow Bank for the sole purpose of redeeming the outstanding Refunded Prior Bonds in full on the Redemption Date at the Redemption Price, all as set forth in Exhibit B attached hereto and by this reference incorporated herein.

(b) The Escrow Bank, on behalf of the Director of Finance of Santa Clara County, as paying agent for the Prior Bonds, is hereby requested, and the Escrow Bank hereby agrees, to give notices of the defeasance of the Refunded Prior Bonds, in accordance with the applicable provisions of the Prior Bond Resolutions and in the form attached hereto as Exhibit C.

(c) The Escrow Bank, on behalf of the Director of Finance of Santa Clara County, as paying agent for the Prior Bonds, is hereby requested, and the Escrow Bank hereby agrees, to give notices of the redemption of the Refunded Prior Bonds on the Redemption Date in accordance with the applicable provisions of the Prior Bond Resolutions and in the form attached hereto as Exhibit D.

Section 6. Investment of Any Remaining Moneys. The Escrow Bank shall invest and reinvest the proceeds received from any of the Escrowed Federal Securities, and the cash originally deposited into the Escrow Fund, for a period ending not later than the Redemption Date, in Federal Securities (as defined in the Prior Bond Resolutions) pursuant to written directions of the District; *provided, however,* that such written directions of the District shall be accompanied by a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund, together with the cash then on deposit in the Escrow Fund, together with the interest to be derived therefrom, shall be in an amount at least sufficient to redeem the Refunded Prior Bonds on the Redemption Date. In the event that the District shall fail to file any such written directions with the Escrow Bank concerning the reinvestment of any such proceeds, such proceeds shall be held uninvested by the Escrow Bank. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 6 and not required for the purposes set forth in Section 5, as indicated by such verification, shall, promptly upon the receipt of such interest income by the Escrow Bank, be paid to the District.

Section 7. Substitution or Withdrawal of Federal Securities. The District may, at any time, direct the Escrow Bank in writing to substitute Federal Securities for any or all of the Escrowed Federal Securities then deposited in the Escrow Fund, or to withdraw and transfer to the District any portion of the Federal Securities then deposited in the Escrow Fund, provided that any such direction and substitution or withdrawal shall be simultaneous and shall be accompanied by a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political

subdivisions that the Federal Securities then to be so deposited in the Escrow Fund together with interest to be derived therefrom, or in the case of withdrawal, the Federal Securities to be remaining in the Escrow Fund following such withdrawal together with the interest to be derived therefrom, together with the cash then on deposit in the Escrow Fund, shall be in an amount at least sufficient to redeem the Refunded Prior Bonds on the Redemption Date. In the event that, following any such substitution of Federal Securities pursuant to this Section 7, there is an amount of moneys or Federal Securities in excess of an amount sufficient to make the payments required by Section 5, as indicated by such verification, such excess shall be paid to the District.

Section 8. Compensation to Escrow Bank. The District shall pay the Escrow Bank full compensation for its duties under this Escrow Agreement, including out-of-pocket costs such as publication costs, prepayment or redemption expenses, legal fees and other costs and expenses relating hereto. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

Section 9. Liabilities and Obligations of Escrow Bank. The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Agreement unless the District shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely and shall be protected in acting upon the written instructions of the District or its agents relating to any matter or action as Escrow Bank under this Escrow Agreement.

The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of the uninvested moneys held hereunder to accomplish the purposes set forth herein, or any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Escrow Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statement of the District, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representations as to the sufficiency of the uninvested moneys to accomplish the purposes set forth herein or to the validity of this Escrow Agreement as to the District and, except as otherwise provided herein, the Escrow Bank shall incur no liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence or willful misconduct, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Escrow Agreement. The Escrow Bank may consult with counsel, who may or may not be counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the District.

Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Escrow Bank shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Escrow Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Bank, or another method or system specified by the Escrow Bank as available for use in connection with its services hereunder.); provided, however, that the District shall provide to the Escrow Bank an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District, whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Bank Instructions using Electronic Means and the Escrow Bank in its discretion elects to act upon such Instructions, the Escrow Bank's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Escrow Bank cannot determine the identity of the actual sender of such Instructions and that the Escrow Bank shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Bank have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Bank and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Bank and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Bank immediately upon learning of any compromise or unauthorized use of the security procedures.

The District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated), to the extent permitted by law, to indemnify, protect, save and hold harmless the Escrow Bank and its respective successors, assigns, agents, officers, directors, employees and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Bank (whether or not also indemnified against 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 Escrow Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Escrow Agreement, or as may arise by reason of any act, omission or error of the Escrow Bank made in good faith in the conduct of its duties; provided, however, that the District shall not be required to indemnify the Escrow Bank against its own negligence or misconduct. The indemnities contained in this Section 7 shall survive the termination of this Escrow Agreement or the resignation or removal of the Escrow Bank.

The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage

confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Bank will furnish the District monthly cash transaction statements which include detail for all investment transactions made by the Escrow Bank hereunder.

No provision of this Escrow Agreement shall require the Escrow Bank 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.

The Escrow Bank may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Bank may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval 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 Escrow Bank may at any time resign by giving 30 days written notice of resignation to the District. Upon receiving such notice of resignation, either District shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Bank from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the District, the resigning Escrow Bank 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 Bank may petition any court of competent jurisdiction for the appointment of a successor.

Section 10. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the Refunded Prior Bonds shall have been filed with the Escrow Bank. This Escrow Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the District, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the Prior Bonds or the 2024 Refunding Bonds, and that such amendment will not cause interest on the Prior Bonds to become subject to federal income taxation. In connection with any contemplated amendment or revocation of this Escrow Agreement, prior written notice thereof and draft copies of the applicable legal documents shall be provided by the District to each rating agency then rating the Prior Bonds.

Section 11. Notice of Escrow Bank and District. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the corporate trust office of the Escrow Bank as specified by the Escrow Bank as paying agent in accordance with the provisions of the Prior Bond Resolutions. Any notice to or demand upon the District shall be deemed to have been sufficiently given or served for all purposes by being mailed by first class mail, and deposited, postage prepaid, in a post office letter box, addressed to such party as provided in the Prior Bond Resolutions (or such other address as may have been filed in writing by the District with the Escrow Bank).

Section 12. Merger or Consolidation of Escrow Bank. Any company into which the Escrow Bank 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 Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as trustee under the Prior Bond Resolutions, shall be the successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act.

Section 13. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 14. Severability. In case any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

Section 15. Counterparts. This Escrow Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts, or as many of them as the District and the Escrow Bank shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 16. Business Days. Whenever any act is required by this Escrow Agreement to be done on a specified day or date, and such day or date shall be a day other than a business day for the Escrow Bank, then such act may be done on the next succeeding business day.

IN WITNESS WHEREOF the parties hereto have caused this Escrow Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

CAMPBELL UNION SCHOOL DISTRICT

By _____
Biling Yang
Assistant Superintendent,
Administrative Services

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

By _____
Authorized Signatory

EXHIBIT A

SCHEDULE OF ESCROWED FEDERAL SECURITIES

<u>Type</u>	<u>Maturity</u>	<u>Coupon</u>	<u>Principal</u>	<u>Price</u>	<u>Cost</u>	<u>Accrued</u>	<u>Total</u>
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EXHIBIT B

REDEMPTION SCHEDULES

2012 Bonds

Date	Maturing Principal	Called Principal	Interest	Redemption Premium	Total Payment
8/1/24	—	\$15,500,000		—	

2013 Bonds

Date	Maturing Principal	Called Principal	Interest	Redemption Premium	Total Payment
8/1/24	—	\$2,565,000		—	

EXHIBIT C

DEFEASANCE NOTICES

DEFEASANCE NOTICE

**Campbell Union School District
(Santa Clara County, California)
General Obligation Bonds
Election of 2010, Series D (2014)**

<u>Maturity Date</u>	<u>Principal Amount Defeased</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>
8/1/36	\$ 750,000	5.000%	134141 B66
8/1/37	850,000	4.000	134141 B74
8/1/38	950,000	5.000	134141 B82
8/1/39	1,000,000	5.000	134141 B90
8/1/40	1,200,000	5.000	134141 C24
8/1/43	10,750,000	4.250	134141 C32

NOTICE IS HEREBY GIVEN, on behalf of the Campbell Union School District (the "District") to the owners of the outstanding Campbell Union School District (Santa Clara County, California) General Obligation Bonds, Election of 2010, Series D (2014) described above (the "2010D Bonds"), that pursuant to the Resolution authorizing the issuance of the 2010D Bonds (the "2010D Resolution"), the lien of the 2010D Resolution with respect to the 2010D Bonds has been discharged through the irrevocable deposit of cash and U.S. Treasury Securities in an escrow fund (the "Escrow Fund"). The Escrow Fund has been established and is being maintained pursuant to that certain Escrow Agreement, dated May 7, 2024, by and between the District and U.S. Bank Trust Company, National Association, as escrow bank (the "Escrow Bank"). As a result of such deposit, the 2010D Bonds are deemed to have been paid and in accordance with the 2010D Resolution. The pledge of the funds provided for under the 2010D Resolution and all other obligations of the District to the owners of the 2010D Bonds shall hereafter be limited to the application of moneys in the 2012 Escrow Fund for the payment of the 2010D Bonds as described below.

The cash and U.S. Treasury Securities deposited in the Escrow Fund have been calculated by an independent verification agent to provide sufficient moneys to redeem the outstanding 2010D Bonds in full on August __, 2024, at a redemption price equal to 100% of principal amount thereof, plus accrued interest to such date.

Neither the District nor the Escrow Bank, shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as shown herein. It is included solely for convenience of the 2012 Bond owners.

Dated: May 7, 2024

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

DEFEASANCE NOTICE

**Campbell Union School District
(Santa Clara County, California)
2014 General Obligation Refunding Bonds**

Maturity Date	Principal Amount Defeased	Interest Rate	CUSIP Number
8/1/24	\$340,000	3.000%	134141 D64
8/1/25	345,000	2.625	134141 D72
8/1/26	355,000	3.000	134141 D80
8/1/27	365,000	3.000	134141 D98
8/1/28	375,000	3.000	134141 E22
8/1/30	785,000	3.250	134141 E30

NOTICE IS HEREBY GIVEN, on behalf of the Campbell Union School District (the "District") to the owners of the outstanding Campbell Union School District (Santa Clara County, California) 2014 General Obligation Refunding Bonds described above (the "2014 Refunding Bonds"), that pursuant to the Resolution authorizing the issuance of the 2014 Refunding Bonds (the "2014 Resolution"), the lien of the 2014 Resolution with respect to the 2014 Refunding Bonds has been discharged through the irrevocable deposit of cash and U.S. Treasury Securities in an escrow fund (the "Escrow Fund"). The Escrow Fund has been established and is being maintained pursuant to that certain Escrow Agreement, dated May 7, 2024, by and between the District and U.S. Bank Trust Company, National Association, as escrow bank (the "Escrow Bank"). As a result of such deposit, the 2014 Refunding Bonds are deemed to have been paid and in accordance with the 2014 Resolution. The pledge of the funds provided for under the 2014 Resolution and all other obligations of the District to the owners of the 2014 Refunding Bonds shall hereafter be limited to the application of moneys in the Escrow Fund for the payment of the 2014 Refunding Bonds as described below.

The cash and U.S. Treasury Securities deposited in the Escrow Fund have been calculated by an independent verification agent to provide sufficient moneys to redeem the outstanding 2014 Refunding Bonds in full on August 1, 2024, at a redemption price equal to 100% of principal amount thereof, plus accrued interest to such date.

Neither the District nor the Escrow Bank shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as shown herein. It is included solely for convenience of the 2014 Refunding Bond owners.

Dated: May 7, 2024

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

EXHIBIT D

NOTICES OF REDEMPTION

REDEMPTION NOTICE

**Campbell Union School District
(Santa Clara County, California)
General Obligation Bonds
Election of 2010, Series D (2014)**

<u>Original Issue Date</u>	<u>Maturity Date</u>	<u>Principal Amount Redeemed</u>	<u>Interest Rate</u>	<u>Redemption Premium</u>	<u>Redemption Price</u>	<u>CUSIP Number</u>
4/9/14	8/1/36	\$ 750,000	5.000%	—	100.000	134141 B66
4/9/14	8/1/37	850,000	4.000	—	100.000	134141 B74
4/9/14	8/1/38	950,000	5.000	—	100.000	134141 B82
4/9/14	8/1/39	1,000,000	5.000	—	100.000	134141 B90
4/9/14	8/1/40	1,200,000	5.000	—	100.000	134141 C24
4/9/14	8/1/43	10,750,000	4.250	—	100.000	134141 C32

*Plus accrued interest to the date of redemption.

NOTICE is hereby given that the Campbell Union School District (the "District") has conditionally called for redemption on August 1, 2024 (the "Redemption Date"), the Campbell Union School District (Santa Clara County, California) General Obligation Bonds, Election of 2010, Series D (2014), as described above (the "2010D Bonds"), at a price equal to 100% of the principal amount thereof plus accrued interest to such date (the "Redemption Price").

Owners of 2010D Bonds presenting their certificates in person for the same day payment must surrender their certificate by 1:00 p.m. on the prepayment date and a check will be available for pickup after 2:00 p.m. Checks not picked up by 4:30 p.m. will be mailed to the owner by first class mail.

Interest with respect to the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

If payment of the Redemption Price is to be made to the registered owner of a 2012 Bond you are not required to endorse the 2010D Bond to collect the Redemption Price.

Under the Tax Cuts and Jobs Act of 2017, 24% of the Redemption Price will be withheld if tax identification number is not properly certified. The Form W-9 may be obtained from the Internal Revenue Service.

The CUSIP numbers have been assigned by an independent service and are included in the notice for the convenience of the 2010D Bond owners and none of the District, or U.S. Bank Trust Company, National Association, as escrow bank, shall be liable for any inaccuracies in such numbers and no representation is made as to the correctness of such numbers contained in this notice of redemption and reliance may be placed only on the other identification numbers printed on the 2010D Bonds, and any such redemption shall not be affected by any defect in or omission of such numbers.

Dated: _____, 2024

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

Delivery Instructions:
U. S. Bank Trust Company,
National Association
111 Fillmore Ave E.
St. Paul, MN 55107
1-800-934-6802

REDEMPTION NOTICE

**Campbell Union School District
(Santa Clara County, California)
2014 General Obligation Refunding Bonds**

<u>Original Issue Date</u>	<u>Maturity Date</u>	<u>Principal Amount Redeemed</u>	<u>Interest Rate</u>	<u>Redemption Premium</u>	<u>Redemption Price*</u>	<u>CUSIP Number</u>
5/5/14	8/1/24	\$340,000	3.000%	—	100.000	134141 D64
5/5/14	8/1/25	345,000	2.625	—	100.000	134141 D72
5/5/14	8/1/26	355,000	3.000	—	100.000	134141 D80
5/5/14	8/1/27	365,000	3.000	—	100.000	134141 D98
5/5/14	8/1/28	375,000	3.000	—	100.000	134141 E22
5/5/14	8/1/30	785,000	3.250	—	100.000	134141 E30

*Plus accrued interest to the date of redemption.

NOTICE is hereby given that the Campbell Union School District (the "District") has conditionally called for redemption on August 1, 2024 (the "Redemption Date"), the Campbell Union School District (Santa Clara County, California) 2014 General Obligation Refunding Bonds, as described above (the "2014 Refunding Bonds"), at a price equal to 100% of the principal amount thereof plus accrued interest to such date (the "Redemption Price").

Owners of 2014 Refunding Bonds presenting their certificates in person for the same day payment must surrender their certificate by 1:00 p.m. on the prepayment date and a check will be available for pickup after 2:00 p.m. Checks not picked up by 4:30 p.m. will be mailed to the owner by first class mail.

Interest with respect to the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

If payment of the Redemption Price is to be made to the registered owner of a 2014 Refunding Bond you are not required to endorse the 2014 Refunding Bond to collect the Redemption Price.

Under the Tax Cuts and Jobs Act of 2017, 24% of the Redemption Price will be withheld if tax identification number is not properly certified. The Form W-9 may be obtained from the Internal Revenue Service.

The CUSIP numbers have been assigned by an independent service and are included in the notice for the convenience of the 2014 Refunding Bond owners and none of the District, or U.S. Bank Trust Company, National Association, as escrow bank, or the Director of Finance of Santa Clara County, as paying agent, shall be liable for any inaccuracies in such numbers and no representation is made as to the correctness of such numbers contained in this notice of redemption and reliance may be placed only on the other identification numbers printed on the 2014 Refunding Bonds, and any such redemption shall not be affected by any defect in or omission of such numbers.

Dated: _____, 2024

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

Delivery Instructions:
U. S. Bank Trust Company,
National Association
111 Fillmore Ave E.
St. Paul, MN 55107
1-800-934-6802