

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of February 1, 2024, between the City of Glendale, California (the "City") and The Bank of New York Mellon Trust Company, N.A., as escrow agent hereunder (the "Escrow Agent").

### WITNESSETH:

WHEREAS, pursuant to an Indenture of Trust, dated as of February 1, 2000, by and between the City and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee") (as supplemented and amended, the "Indenture"), the City heretofore issued \$20,510,000 principal amount of its Electric Revenue Bonds, 2013 Refunding Series, of which \$13,400,000 aggregate principal amount are currently outstanding (the "2013 Refunding Bonds") and \$60,000,000 principal amount of its Electric Revenue Bonds, 2013 Series, of which \$49,700,000 aggregate principal amount are currently outstanding (the "2013 Bonds"); and

WHEREAS, a portion of the proceeds of the Refunding Bonds (as defined herein), together with certain other available moneys, will be used to refund [all/a portion] of the outstanding 2013 Refunding Bonds in the aggregate principal amount of \$[ ] and [all/a portion] of the outstanding 2013 Bonds in the aggregate principal amount of \$[ ] (collectively, the "Refunded Bonds");

WHEREAS, the City of Glendale, California Electric Revenue Bonds, 2024 Refunding Series (the "Refunding Bonds") are being issued pursuant to the Indenture of Trust, as supplemented and amended by the Ninth Supplement to Indenture of Trust, dated as of February 1, 2024, by and between the City and the Trustee, for the purpose of, among other things, refunding the Refunded Bonds, by providing [a portion of the] funds sufficient to redeem the Refunded Bonds on [ ], 2024; and

WHEREAS, in order to accomplish the refunding of the Refunded Bonds in accordance with Section 9.03 of the Indenture of Trust, the City will deposit, or cause to be deposited, with the Escrow Agent, a portion of the proceeds of the Refunding Bonds in accordance with this Escrow Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Escrow Agent agree as follows:

**SECTION 1. Deposit of Moneys.** The City hereby irrevocably deposits with the Escrow Agent \$[ ] in immediately available funds comprised of a portion of the net proceeds of the sale of the Refunding Bonds (in the amount of \$[ ]) [and \$[ ] released from the Parity Reserve Fund relating to the Refunded Bonds], to be invested in Federal Securities (as defined in the Indenture of Trust) described in Schedule I hereto in irrevocable escrow by the Escrow Agent, separate and apart from other funds of the City and the Escrow Agent, in a fund hereby created and established to be known as the "Escrow Fund" and to be applied solely as provided in this Escrow Agreement. The moneys and Federal Securities set forth in Schedule I are at least equal to an amount sufficient to redeem the Refunded Bonds on [ ], 2024 (the "Redemption Date") at a redemption price equal to 100% of the principal amount of the Refunded Bonds, plus accrued interest to the Redemption Date, as set forth in Schedule II hereto. The sufficiency of the moneys

to redeem the Refunded Bonds on the Redemption Date has been verified in a report prepared by [ ] dated [ ], 2024.

## SECTION 2. Redemption of Refunded Bonds.

(a) Redemption of Refunded Bonds. From the moneys on deposit in the Escrow Fund, the Escrow Agent shall redeem the Refunded Bonds at a redemption price equal to 100% of the principal amount of the Refunded Bonds, plus accrued interest to the Redemption Date. Any moneys remaining in the Escrow Fund after payment of the redemption price of the Refunded Bonds in full as provided herein shall be repaid by the Escrow Agent to the City.

### (b) Irrevocable Instructions to Provide Notices.

(i) The Escrow Agent is hereby instructed to mail, by first-class mail, notices of redemption and defeasance to the owners of the Refunded Bonds substantially in the forms of Exhibit A-1 and Exhibit A-2 attached hereto.

(ii) The Escrow Agent is hereby further instructed to post a copy of such notices, when mailed, to (A) the Securities Depositories (as hereinafter defined) and (B) the Information Services (as hereinafter defined). The sole remedy for failure to post such notices to the Information Services shall be an action by the holders of the Refunded Bonds in mandamus for specific performance or a similar remedy to compel performance.

“Securities Depositories” means The Depository Trust Company, 55 Water Street, 50<sup>th</sup> Floor, New York, New York 10041-0099, Attn. Call Notification Department, Fax (212) 855-7232, or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in a Certificate of the City delivered to the Escrow Agent.

“Information Services” means the Electronic Municipal Market Access system (referred to as “EMMA”), a facility of the Municipal Securities Rulemaking Board, at [www.emma.msrb.org](http://www.emma.msrb.org); or, in accordance with then-current guidelines of the Securities and Exchange Commission, to such other addresses and/or such other services providing information with respect to called bonds as the City may designate in a Certificate of the City delivered to the Escrow Agent.

(c) Unclaimed Moneys. Subject to the laws of the State of California, any moneys which remain unclaimed for two (2) years after the date when such moneys have become due and payable, shall be repaid by the Escrow Agent (without liability for interest) to the City as its absolute property and free from trust, and the Escrow Agent shall thereupon be released and discharged with respect thereto and the owners of applicable Refunded Bonds shall look only to the City for the payment thereof; provided, however, that before being required to make any such payment to the City, the Escrow Agent shall, at the expense of the City, cause to be mailed to the owners of the applicable Refunded Bonds, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than thirty (30) days after the date of the mailing of such notice, the balance of such moneys then unclaimed will be returned to the City.

(d) Priority of Payments. The owners of the Refunded Bonds shall have a lien on moneys in the Escrow Fund, including any redemption premium thereon, in accordance with this

Escrow Agreement until such moneys and such securities are used and applied as provided in this Escrow Agreement.

(e) Substitution and Reinvestment of Federal Securities.

(i) Upon the written direction of an Authorized City Representative, subject to the conditions and limitations set forth in Subsection (e)(iii) below, the Escrow Agent shall sell, transfer and request the redemption of or otherwise dispose of the Federal Securities described in Schedule I hereto; provided, that subject to Subsection (e)(iii) below, there are substituted therefor and delivered to the Escrow Agent other Federal Securities.

(ii) Upon the written direction of an Authorized City Representative, subject to the conditions and limitations set forth in Subsection (e)(iii) below, the Escrow Agent shall reinvest cash balances in the Escrow Fund in Federal Securities as set forth below; provided, that any such securities purchased pursuant to this Subsection shall mature on such other date or dates necessary to meet the requirements of Section 2(a), as certified by a nationally recognized firm of independent certified public accountants.

(iii) The City, by this Escrow Agreement, hereby covenants and agrees that it will not request the Escrow Agent to exercise any of the powers described in Subsections (e)(i) or (e)(ii) above in any manner that would adversely affect the tax-exempt status of the Refunding Bonds or the Refunded Bonds. Any purchase of substitute securities by the Escrow Agent shall be accomplished in accordance with Subsection (e)(i) above to the extent that such purchases are to be made with the proceeds derived from the sale, transfer, redemption or other disposition of the Federal Securities. Such sale, transfer, redemption or other disposition of the Federal Securities and such substitution or reinvestment may be effected only by a simultaneous transaction and only if (i) a nationally recognized firm of independent certified public accountants shall certify that (a) such substitute securities or reinvested securities (after such reinvestment), together with the Federal Securities and cash which will continue to be held in the Escrow Fund, will mature in such principal amounts and earn interest in such amounts and at such times so that sufficient monies will be available from such maturing principal and interest to pay, as the same become due, without any further investment, all principal of and interest on the applicable Refunded Bonds that has not previously been paid, and (b) the amounts and dates of the anticipated payments by the Escrow Agent of the principal of and interest on the applicable Refunded Bonds will not be diminished or postponed thereby, and (ii) the City and the Escrow Agent shall have received an Opinion of Bond Counsel to the effect that the sale, transfer, redemption, reinvestment or other disposition and substitution of such Federal Securities, as provided in this Subsection (e)(iii) does not cause interest on either the Refunding Bonds or the Refunded Bonds to be included in gross income for purposes of federal income taxation under relevant provisions of the Internal Revenue Code of 1986.

(iv) If the Escrow Agent learns that the Department of the Treasury or the Bureau of the Fiscal Service will not, for any reason, accept a subscription of state and local government series securities ("SLGS") that is to be submitted pursuant to this Escrow Agreement, the Escrow Agent shall promptly request alternative written investment

instructions from the City with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent 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 Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent 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. Resignation and Removal of Escrow Agent. The Escrow Agent may at any time resign and be discharged of the duties and obligations hereunder by giving at least thirty (30) days' prior notice to the City. The Escrow Agent may be removed upon thirty (30) days' prior written notice by an instrument in writing signed by the City. In either such event, the City shall appoint a successor escrow agent by an instrument in writing. Any such resignation or removal shall become effective upon acceptance of appointment of a successor escrow agent. If a successor has not been appointed within 30 days of the delivery of such notice of resignation or removal, the Escrow Agent may petition a court of competent jurisdiction for the appointment of a successor.

SECTION 4. Performance of Duties. The Escrow Agent agrees to perform only the duties set forth herein and shall have no responsibility to take any action or omit to take any action not set forth herein.

SECTION 5. Escrow Agent's Authority to Make Investments. Except as expressly provided in Sections 1 and 2 hereof, the Escrow Agent shall have no power or duty to invest any funds held under this Escrow Agreement or to sell, transfer or otherwise dispose of the moneys held hereunder.

SECTION 6. Indemnity. The City hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, directors, officers, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the City or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds deposited therein and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that the City shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the willful breach by the Escrow Agent of the terms of this Escrow Agreement. In no event shall the City or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Escrow Agreement and the resignation or removal of the Escrow Agent.

SECTION 7. Responsibilities of Escrow Agent. The Escrow Agent and its employees, 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 Funds, the acceptance of the moneys, the sufficiency of the moneys held in the Escrow Funds to pay the Refunded Bonds or any payment, transfer or other application of moneys or obligations by the Escrow Agent 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 Agent 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 statements of the City, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the moneys held in the Escrow Fund to accomplish the refunding of the Refunded Bonds, or to the validity of this Escrow Agreement as to the City and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent 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 Agent shall be determined by the express provisions of this Escrow Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the City, 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 Agent 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 may be deemed to be conclusively established by a certificate signed by an officer of the City. Notwithstanding anything in this Escrow Agreement to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of such loss or damage and regardless of the form of action. 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.

The Escrow Agent 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 Agent 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, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

Any bank, corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

The Escrow Agent 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 Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Escrow Agent 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 City whenever a person is to be added or deleted from the listing. If the City elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the City 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 City. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow 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 Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (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 Agent immediately upon learning of any compromise or unauthorized use of the security procedures. The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Escrow Agent hereunder. The Escrow Agent shall incur no liability for losses arising from any investment made pursuant to this Escrow Agreement.

**SECTION 8. Amendments.** This Escrow Agreement is made for the benefit of the City and the owners from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such owners, amend this Escrow Agreement or enter into such agreements supplemental to this Escrow Agreement as shall not materially adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Escrow Agreement or the applicable document pursuant to which such Refunded Bonds were issued, for any one or more of the

following purposes: (i) to cure any ambiguity or formal defect or omission in this Escrow Agreement and (ii) to include under this Escrow Agreement additional funds, securities or properties. The Escrow Agent shall be entitled to rely conclusively upon an opinion of nationally recognized municipal bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 9. Term. This Escrow Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either (i) the date upon which all of the Refunded Bonds have been paid in accordance with this Escrow Agreement or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 2(c) of this Escrow Agreement.

SECTION 10. Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to by the Escrow Agent and the City; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services rendered or expenses incurred by the Escrow Agent under this Escrow Agreement.

SECTION 11. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

SECTION 12. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

SECTION 13. Governing Law. THIS ESCROW AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

SECTION 14. Insufficient Funds. If at any time the moneys in the Escrow Fund will not be sufficient to make all payments required by this Escrow Agreement, the Escrow Agent shall notify the City in writing, immediately upon becoming aware of such deficiency, of the amount thereof and the reason therefor, if known. The Escrow Agent shall have no further responsibility regarding any such deficiency.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized officers and attested as of the date first above written.

CITY OF GLENDALE, CALIFORNIA

By \_\_\_\_\_  
Director of Finance and  
Information Technology

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,  
as Escrow Agent

By \_\_\_\_\_  
Authorized Officer



## SCHEDULE I

### FEDERAL SECURITIES IN ESCROW FUND

Security Type	Principal Amount	Interest Rate	Maturity Date
	\$[ ]	[ ]%	[ ] / [ ] /20 [ ]

Cash: \$[ ]

**SCHEDULE II**

**ESCROW REQUIREMENTS FOR REFUNDED BONDS**

Period Ending	Interest	Principal Redeemed	Total
[   /   /20   ]	\$[   ]	\$[   ]	\$[   ]

Exhibit A-1

**NOTICE OF REDEMPTION AND DEFEASANCE**  
**CITY OF GLENDALE, CALIFORNIA**  
**ELECTRIC REVENUE BONDS, 2013 REFUNDING SERIES**

NOTICE IS HEREBY GIVEN to the owners of the above-captioned Bonds, specified in the table below (the "Refunded Bonds") of the CITY OF GLENDALE, CALIFORNIA (the "City") issued on May 21, 2013 pursuant to the Indenture of Trust, dated as of February 1, 2000, as supplemented and amended (the "Indenture"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee"), that the Refunded Bonds have been called for redemption on [\_\_\_\_], 2024 (the "Redemption Date").

The Refunded Bonds so called for redemption on the Redemption Date mature as set forth below:

<u>Maturity</u> <u>(February 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>(378406)</u>
	\$	%	

(1)

(1)

(1) Term Bonds.

Owners of the Refunded Bonds must present and surrender the Refunded Bonds on the Redemption Date at the applicable address of the Trustee set forth below:

*First Class/Registered/Certified*

**The Bank of New York Mellon**  
Global Corporate Trust  
P.O. Box 369  
East Syracuse, New York 13057

*Express Delivery Only*

**The Bank of New York Mellon**  
Global Corporate Trust  
111 Sanders Creek Parkway  
East Syracuse, New York 13057

*By Hand Only*

**The Bank of New York Mellon**  
Global Corporate Trust  
111 Sanders Creek Parkway  
East Syracuse, New York 13057

Additional information regarding the foregoing actions may be obtained from The Bank of New York Mellon Trust Company, N.A., Corporate Trust Department, Bondholder Relations, telephone number (800) 254-2826.

On the Redemption Date, the Refunded Bonds will be payable at a redemption price of 100% of the principal amount thereof with accrued interest thereon. From and after the Redemption Date, interest on the Refunded Bonds will not accrue.

The City has deposited with the Trustee, as escrow agent, cash and obligations of or unconditionally guaranteed by the United States of America, the principal of and interest on which when due will provide money sufficient to pay on the Redemption Date the Redemption Price and interest due on the Refunded Bonds on the Redemption Date. The Redemption Price and interest payable on the Refunded Bonds shall be paid only from moneys available as aforesaid. As a result of such deposit, all of liability of the City in respect the Refunded Bonds has ceased, terminated and been completely discharged provided that the Owners thereof shall be entitled to the payment of the principal of and premium if any and interest on their Refunded Bonds, and the City shall remain liable for such payment but only out of such money or securities deposited with the Trustee as aforesaid for their payment.

**Important Notice**

*Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Trustee has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.*

*The CUSIP numbers have been assigned by an independent service for convenience of reference and none of the City, the Trustee or the Escrow Agent shall be held liable for any inaccuracy in any such CUSIP number.*

Dated: [ ], 2024

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Trustee

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

Exhibit A-2

**NOTICE OF REDEMPTION AND DEFEASANCE**  
**CITY OF GLENDALE, CALIFORNIA**  
**ELECTRIC REVENUE BONDS, 2013 SERIES**

NOTICE IS HEREBY GIVEN to the owners of the above-captioned Bonds, specified in the table below (the "Refunded Bonds") of the CITY OF GLENDALE, CALIFORNIA (the "City") issued on December 5, 2013 pursuant to the Indenture of Trust, dated as of February 1, 2000, as supplemented and amended (the "Indenture"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee"), that the Refunded Bonds have been called for redemption on [\_\_\_\_], 2024 (the "Redemption Date").

The Refunded Bonds so called for redemption on the Redemption Date mature as set forth below:

<u>Maturity</u> <u>(February 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>(378406)</u>
	\$	%	

(1)

(1)

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(1) Term Bonds.

Owners of the Refunded Bonds must present and surrender the Refunded Bonds on the Redemption Date at the applicable address of the Trustee set forth below:

<u><i>First Class/Registered/Certified</i></u>	<u><i>Express Delivery Only</i></u>	<u><i>By Hand Only</i></u>
<b>The Bank of New York Mellon</b>	<b>The Bank of New York Mellon</b>	<b>The Bank of New York Mellon</b>
Global Corporate Trust	Global Corporate Trust	Global Corporate Trust
P.O. Box 369	111 Sanders Creek Parkway	111 Sanders Creek Parkway
East Syracuse, New York 13057	East Syracuse, New York 13057	East Syracuse, New York 13057

Additional information regarding the foregoing actions may be obtained from The Bank of New York Mellon Trust Company, N.A., Corporate Trust Department, Bondholder Relations, telephone number (800) 254-2826.

On the Redemption Date, the Refunded Bonds will be payable at a redemption price of 100% of the principal amount thereof with accrued interest thereon. From and after the Redemption Date, interest on the Refunded Bonds will not accrue.

The City has deposited with the Trustee, as escrow agent, cash and obligations of or unconditionally guaranteed by the United States of America, the principal of and interest on which when due will provide money sufficient to pay on the Redemption Date the Redemption Price and interest due on the Refunded Bonds on the Redemption Date. The Redemption Price and interest payable on the Refunded Bonds shall be paid only from moneys available as aforesaid. As a result of such deposit, all of liability of the City in respect the Refunded Bonds has ceased, terminated and been completely discharged provided that the Owners thereof shall be entitled to the payment of the principal of and premium if any and interest on their Refunded Bonds, and the City shall remain liable for such payment but only out of such money or securities deposited with the Trustee as aforesaid for their payment.

**Important Notice**

*Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Trustee has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.*

*The CUSIP numbers have been assigned by an independent service for convenience of reference and none of the City, the Trustee or the Escrow Agent shall be held liable for any inaccuracy in any such CUSIP number.*

Dated: [ ], 2024

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Trustee

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