

EXHIBIT A

FORM OF WIFIA NOTE

**JOINT OUTFALL DISTRICTS OF THE
COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY**

**JOINT WATER POLLUTION CONTROL PLANT
EFFLUENT OUTFALL TUNNEL PROJECT**

**(WIFIA ID – 18114CA)
WIFIA NOTE**

Interest Rate	Final Maturity Date	Dated Date	WIFIA CUSIP Number
[●]%, subject to the Default Rate (as defined and in accordance with the WIFIA Loan Agreement)	September 15, 2057, subject to adjustment as set forth in the WIFIA Loan Agreement	[●], 2022	[●]

Obligee: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator of the Environmental Protection Agency

Maximum Principal Amount \$441,169,005 (excluding capitalized interest)

COUNTY SANITATION DISTRICT NO. 1 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 3 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 5 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 15 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 16 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 17 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 18 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 19 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 22 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 23 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 28 OF LOS ANGELES COUNTY, COUNTY

SANITATION DISTRICT NO. 29 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 34 OF LOS ANGELES COUNTY and SOUTH BAY CITIES SANITATION DISTRICT OF LOS ANGELES COUNTY, each, a sanitation district organized and existing under the laws of the State of California (each, a “**Borrower**”), for value received, hereby promises to pay to the order of the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**, acting by and through the Administrator of the United States Environmental Protection Agency, or its assigns (the “**WIFIA Lender**”), the lesser of such Borrower’s Shared Project Percentage of (x) the Maximum Principal Amount set forth above and (y) the aggregate unpaid principal amount of all Disbursements made by the WIFIA Lender (such lesser amount, together with any interest that is capitalized and added to principal in accordance with the provisions of the WIFIA Loan Agreement (as defined below), being hereinafter referred to as the “**Outstanding Principal Sum**”), together with accrued and unpaid interest (including, if applicable, interest at the Default Rate, as defined in the WIFIA Loan Agreement) on such Borrower’s Shared Project Percentage of the Outstanding Principal Sum and all fees, costs and other amounts payable in connection therewith, all as more fully described in that certain WIFIA Loan Agreement, dated as of the date hereof, between the WIFIA Lender and the Borrowers (the “**WIFIA Loan Agreement**”). All capitalized terms used in this WIFIA Note and not defined herein shall have the meanings set forth in the WIFIA Loan Agreement.

WIFIA Debt Service shall be payable in the amounts, manner and on the Payment Dates as set forth in the WIFIA Loan Amortization Schedule in accordance with the WIFIA Loan Agreement (which WIFIA Loan Amortization Schedule may be revised from time to time in accordance with the WIFIA Loan Agreement), until paid in full (which Loan Amortization Schedule, as modified from time to time in accordance with the terms of the WIFIA Loan Agreement, is incorporated in and is a part of this WIFIA Note). The WIFIA Lender is hereby authorized to modify the WIFIA Loan Amortization Schedule from time to time to reflect the amount of each Disbursement made thereunder and the date and amount of principal or interest paid by the Borrowers thereunder and otherwise in accordance with the terms of the WIFIA Loan Agreement. Absent manifest error, the WIFIA Lender’s determination of such matters as set forth on the WIFIA Loan Amortization Schedule to the WIFIA Loan Agreement shall be conclusive evidence thereof; provided that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner any Borrower’s obligations hereunder or under any other WIFIA Loan Document.

Payments hereon are to be made in accordance with **Error! Reference source not found.** (*Manner of Payment*) of the WIFIA Loan Agreement as the same become due. Principal of and interest on this WIFIA Note shall be made in Dollars and in immediately available funds (without counterclaim, offset or deduction). Any payment in respect of the WIFIA Note shall be treated as a payment in respect of the WIFIA Loan and any prepayment of principal in respect of the WIFIA Loan shall be treated as a redemption in respect of the WIFIA Note. If the Final Maturity Date is adjusted in accordance with the WIFIA Loan Agreement, the due date of this WIFIA Note shall be deemed to be amended to such revised Final Maturity Date without any further action required on the part of the Borrowers or the WIFIA Lender and such amendment shall in no way amend, modify or affect the other provisions of this WIFIA Note without the prior written agreement of the WIFIA Lender. Any such amendment shall be reflected in a revised Loan Amortization Schedule.

This WIFIA Note has been executed under and pursuant to the WIFIA Loan Documents and the WIFIA Resolutions and is issued to evidence the obligation of the Borrowers under the WIFIA Loan Documents to repay the WIFIA Loan and any other payments of any kind required to be paid by the Borrowers under the WIFIA Loan Agreement or the other WIFIA Loan Documents referred to therein. Reference is made to the WIFIA Loan Agreement for all details relating to the Borrowers' obligations hereunder.

Payment of the obligations of the Borrowers under this WIFIA Note is secured pursuant to the Master Obligation Agreement. This WIFIA Note is a Senior Contract and a Senior Obligation Instrument (as each such term is defined in the Master Obligation Agreement), entitled to all of the benefits of a Senior Contract and a Senior Obligation Instrument under the Master Obligation Agreement. Pursuant to the Master Obligation Agreement, each Borrower has granted a Lien and security interest in such Borrower's Collateral for the benefit of all Obligees with respect to its Senior Obligations. The WIFIA Lender, as an Obligee with respect to Senior Obligations, is a beneficiary of such Lien and security interest. The Lien on each Borrower's Collateral securing this WIFIA Note for the benefit of the WIFIA Lender is (a) on a parity in right of payment and right of security to the Lien on such Borrower's Collateral in favor of the Senior Obligations and (b) senior in right of payment and right of security to the Lien on such Borrower's Collateral in favor of the Subordinate Obligations.

This WIFIA Note may be prepaid at the option of the Borrowers in whole or in part (and, if in part, the principal installments and amounts thereof to be prepaid are to be determined in accordance with the WIFIA Loan Agreement; provided that such prepayments shall be in principal amounts of at least \$1,000,000 or any integral multiple of \$1 in excess thereof), without penalty or premium, and otherwise in accordance with the WIFIA Loan Agreement.

Any delay on the part of the WIFIA Lender in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent default.

All acts, conditions and things required by the Constitution and laws of the State to happen, exist, and be performed precedent to and in the issuance of this WIFIA Note have happened, exist and have been performed as so required.

This WIFIA Note shall be governed by the federal laws of the United States of America, if and to the extent such federal laws are applicable, and the internal laws of the State, if and to the extent such federal laws are not applicable.

IN WITNESS WHEREOF, EACH OF COUNTY SANITATION DISTRICT NO. 1 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 3 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 5 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 15 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 16 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 17 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 18 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 19 OF LOS ANGELES COUNTY,

COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 22 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 23 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 28 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 29 OF LOS ANGELES COUNTY, COUNTY SANITATION DISTRICT NO. 34 OF LOS ANGELES COUNTY and SOUTH BAY CITIES SANITATION DISTRICT OF LOS ANGELES COUNTY has executed this WIFIA Note as of the Effective Date set forth above.

(SEAL)

**COUNTY SANITATION DISTRICT
NO. 1 OF LOS ANGELES COUNTY,**
by its authorized representative

By: _____
Name:
Title:

**COUNTY SANITATION DISTRICT
NO. 2 OF LOS ANGELES COUNTY,**
by its authorized representative

By: _____
Name:
Title:

**COUNTY SANITATION DISTRICT
NO. 3 OF LOS ANGELES COUNTY,**
by its authorized representative

By: _____
Name:
Title:

**COUNTY SANITATION DISTRICT
NO. 5 OF LOS ANGELES COUNTY,**
by its authorized representative

By: _____
Name:
Title:

**COUNTY SANITATION DISTRICT
NO. 8 OF LOS ANGELES COUNTY,**
by its authorized representative

By: _____
Name:
Title:

**COUNTY SANITATION DISTRICT
NO. 15 OF LOS ANGELES COUNTY,**
by its authorized representative

By: _____
Name:
Title:

**COUNTY SANITATION DISTRICT
NO. 16 OF LOS ANGELES COUNTY,**
by its authorized representative

By: _____
Name:
Title:

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NO. 17 OF LOS ANGELES COUNTY,**
by its authorized representative

By: _____
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By: _____
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By: _____
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Title:

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NO. 22 OF LOS ANGELES COUNTY,**
by its authorized representative

By: _____
Name:
Title:

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NO. 23 OF LOS ANGELES COUNTY,**
by its authorized representative

By: _____
Name:
Title:

**COUNTY SANITATION DISTRICT
NO. 28 OF LOS ANGELES COUNTY,**
by its authorized representative

By: _____
Name:
Title:

**COUNTY SANITATION DISTRICT
NO. 29 OF LOS ANGELES COUNTY,**
by its authorized representative

By: _____
Name:
Title:

**COUNTY SANITATION DISTRICT
NO. 34 OF LOS ANGELES COUNTY,**
by its authorized representative

By: _____
Name:
Title:

**SOUTH BAY CITIES SANITATION
DISTRICT OF LOS ANGELES
COUNTY,**
by its authorized representative

By: _____
Name:
Title:

Attest:

Kimberly Christensen
Secretary

Approved as to Form:

**LEWIS BRISBOIS BISGAARD & SMITH
LLP**

By: _____
District Counsel

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the Undersigned hereby unconditionally sells, assigns
and transfers unto

(Please Insert Social Security or other identifying number of Assignee(s)):

the within WIFIA Note and all rights thereunder.

Dated: _____

NOTICE: The signature to this assignment
must correspond with the name as it appears
upon the face of the within note in every
particular, without alteration or enlargement or
any change whatever.

By: _____
Authorized Signer