

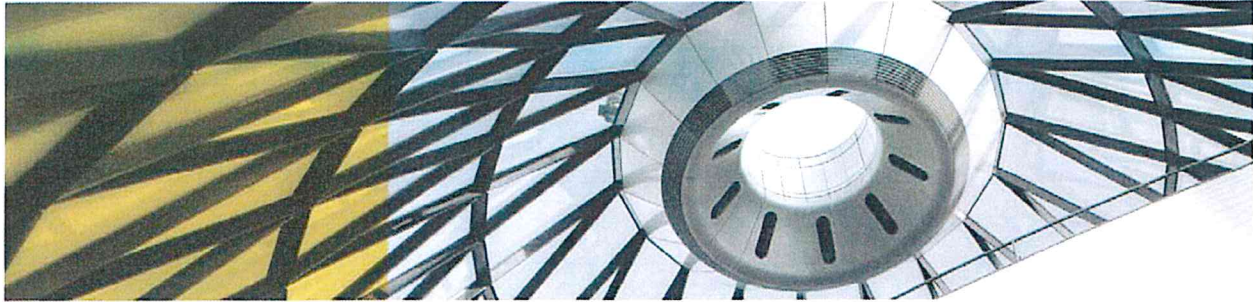
Paying Agent Bid Summary - Willows USD
January 27, 2017

Paying Agent Firm	One-Time Acceptance Fee	Annual Paying Agent Fees	Fiscal Agent Fees	Counsel Fees**	Anticipated Cost Due at Closing	Estimated Total Subsequent Fees**
Bank of New York Mellon	\$ 100.00	\$ 750.00	\$ 500.00	\$ 1,000.00	\$ 1,350.00	\$ 18,000.00
Zions Bank	\$ 350.00	\$ 350.00	\$ 250.00	Included	\$ 950.00	\$ 8,400.00
US Bank	\$ 250.00	\$ 750.00	\$ 350.00	At Cost	\$ 1,350.00	\$ 18,000.00

* Counsel fees, which are usually not required, are treated differently by each respondent. Only Bank of New York Mellon provided a quote for such fees, noting "if required". Zions indicates such fees are included in their other fees, and US Bank referenced them as part of their "Direct Out of Pocket Expenses" which would be billed "At Cost". Because it is not expected that counsel fees will be incurred, they are not included in the anticipated cost due at closing or estimated total subsequent fees.

** Estimated total subsequent fees assumes that the total term of the proposed bonds is 25 years, with the initial year paid at closing. As a result, this amount is 24 times the annual paying agent fees.





Willows Unified School District Election of 2016, Series 2017

Date: January 17, 2017

Presented By:

BNY Mellon Corporate Trust

Fee Schedule for the following:

- **Paying Agent / Registrar**
- **COI Custodian**



BNY MELLON

Fee Schedule

Subject to the Terms and Disclosures below, upon appointment of The Bank of New York Mellon Trust Company, N.A. (“BNYM” or “us” or “affiliates” or “subsidiaries”) in the roles as outlined within this Fee Schedule (this “Fee Schedule”), Willows Unified School District (“Customer”) shall be responsible for the payment of the fees, expenses and charges as set forth herein. Fees are payable or accrue at the time of the execution of the governing documents (the “Transaction Documents”) in connection with the closing of the transaction (the “Transaction”) which is the subject of this Fee Schedule.

General Fees

Acceptance Fee

\$100

The Transaction Acceptance Fee is payable at the time of the execution of the governing documents in connection with the closing of the transaction which is the subject of this Agreement (the “Transaction”), and compensates BNYM for the following: review of all supporting documents, initial establishment of the required accounts and Know Your Customer checks.

Annual Paying Agent Fee

\$750

An annual charge covering the normal paying agent duties related to account administration and bondholder services. Our pricing is based on the assumption that the bonds are DTC-eligible/book-entry only. If the bonds are certificated or physical, an additional \$1000 per year will be added to the Annual Paying Agent Administrative fee. This fee is payable annually, in advance.

One Time Cost of Issuance Fee

\$500

Counsel Fees

**Waived without a Legal Opinion
\$1,000 with a Legal Opinion***

*If a legal opinion is to be provided by BNYM internal counsel, Customer will be charged the amount of \$1,000, and such amount will be payable upon the closing of the Transaction. In the event that the Transaction is terminated prior to closing, Customer will remain responsible for charges for BNYM counsel time incurred up to and including the termination date.

Arbitrage Rebate

Please Call For Quote

Delivered by a highly experienced team of professionals, our arbitrage rebate compliance services are designed to help maximize allowable investment returns on your bond funds and minimize or eliminate your arbitrage liability. When BNYM is the trustee and/or paying agent for your tax-exempt bonds, we simplify the process and provide *seamless* arbitrage reporting and information.

Extraordinary Services/Miscellaneous Fees

At Cost

The charges for performing extraordinary or other services not contemplated at the time of the execution of the Transaction Documents or not specifically covered elsewhere in this schedule will be commensurate with the service to be provided and may be charged in BNY Mellon’s sole discretion. If it is contemplated that BNY Mellon hold/and or value collateral, additional acceptance, administration and counsel review fees will be applicable to the agreement governing such services. If the bonds are converted to certificated form, additional annual fees will be charged for any applicable tender agent and/or registrar/paying agent services. Additional information will be provided at such time. If all outstanding bonds of a series are defeased or redeemed, or BNY Mellon is removed as paying agent prior to the maturity of the bonds, a termination fee may be assessed at that time.

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The information contained within this Fee Schedule is the proprietary information of The Bank of New York Mellon and is confidential. Except as otherwise provided by law, this document, either in whole or in part, must not be reproduced or disclosed to others or used for purposes other than that for which it has been supplied without the prior written permission of The Bank of New York Mellon

Miscellaneous fees and expenses may include, but are not necessarily limited to supplemental agreements, tender processing, the preparation and distribution of sinking fund redemption notices, optional redemptions, failed remarketing processing, preparation of special or interim reports, UCC filing fees, auditor confirmation fees, wire transfer fees, Letter of Credit drawdown fees, transaction fees to settle third-party trades, and reconciliation fees to balance trust account balances to third-party investment provider statements. Counsel, accountants, special agents and others will be charged at the actual amount of fees and expenses billed. FDIC or other governmental charges will be passed along as incurred. Reimbursement will be required for any out-of-pocket expenses and will be invoiced to the Customer at cost.

In the event that the United States Department of Treasury suspends the sale of State and Local Government Series (SLGS) and where SLGS reinvestments are required, BNY Mellon will seek direction from the Customer. If alternative investment direction is given by the Customer for BNY Mellon to purchase an open market security, BNY Mellon will charge a transaction fee determined at the time of the transaction.

Negative Interest Rates – Charges

With respect to any funds invested by BNYM in connection with the Transaction, if: (i) any recognized overnight benchmark rate or any official overnight interest rate set by a central bank or other monetary authority is negative or zero; or (ii) any market counterparty or other institution applies a negative interest rate or any related charge to any account or balance of BNYM or any account or balance opened for You by BNYM, BNYM may apply a charge to any of Your accounts or balances. BNYM will give You prompt written notice of the application of any such charges. You acknowledge and agree that the application of such a charge by BNYM may cause the effective interest rate applicable to Your account or balance to be negative, notwithstanding that one or more of the rates set by third parties specified in clauses (i) and (ii) above may be positive.

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Terms and Disclosures

General

BNYM's final acceptance of its appointment pursuant to the Transaction Documents is subject to the full review and approval of all related documentation and standard Know Your Customer procedures. In the event that this Transaction does not proceed with BNYM in the roles contemplated by this Fee Schedule and the Transaction Documents, Customer will be responsible for payment of any external counsel fees and expenses and out-of-pocket expenses which BNYM may have incurred up to and including the termination date.

Customer shall be responsible for filing any applicable information returns with the U.S. Department of Treasury, Internal Revenue Service in connection with payments made by BNYM to vendors who have not performed services for BNYM's benefit under the various bond or note issuances or other undertakings contemplated by this Fee Schedule.

The Bank of New York Mellon Corporation is a global financial organization that operates in and provides services and products to clients through its affiliates and subsidiaries located in multiple jurisdictions (the "BNY Mellon Group"). The BNY Mellon Group may (i) centralize in one or more affiliates and subsidiaries certain activities (the "Centralized Functions"), including audit, accounting, administration, risk management, legal, compliance, sales, product communication, relationship management, and the compilation and analysis of information and data regarding Customer (which, for purposes of this provision, includes the name and business contact information for Customer employees and representatives) and the accounts established pursuant to the Transaction Documents ("Customer Information") and (ii) use third party service providers to store, maintain and process Customer Information ("Outsourced Functions"). Notwithstanding anything to the contrary contained elsewhere in this Fee Schedule or the Transaction Documents and solely in connection with the Centralized Functions and/or Outsourced Functions, Customer consents to the disclosure of, and authorizes BNY Mellon to disclose, Customer Information to (i) other members of the BNY Mellon Group (and their respective officers, directors and employees) and to (ii) third-party service providers (but solely in connection with Outsourced Functions) who are required to maintain the confidentiality of Customer Information. In addition, the BNY Mellon Group may aggregate Customer Information with other data collected and/or calculated by the BNY Mellon Group, and the BNY Mellon Group will own all such aggregated data, provided that the BNY Mellon Group shall not distribute the aggregated data in a format that identifies Customer Information with Customer specifically. Customer represents that it is authorized to consent to the foregoing and that the disclosure of Customer Information in connection with the Centralized Functions and/or Outsourced Functions does not violate any relevant data protection legislation. Customer also consents to the disclosure of Customer Information to governmental and regulatory authorities in jurisdictions where the BNY Mellon Group operates and otherwise as required by law.

Customer agrees that BNYM shall have no obligation to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties as paying agent or registrar in connection with the Transaction, or in the exercise of any of its rights or powers in connection therewith, if it shall have reasonable grounds for believing that repayment of such funds is not assured to it. Customer agrees to reimburse BNYM for extraordinary expenses incurred by it in connection with the Transaction to the extent permitted by law.

Please note the fees quoted in this Fee Schedule are based upon the information available at the present time. Further quotes may be provided once the structure of the deal has been finalized. Annual Fees cover a period of one year and any portion thereof and are not subject to pro-rata. Fees may be subject to adjustment during the life of the engagement.

Advance Fees

BNYM requires that Customer agree to the fees quoted in this Fee Schedule prior to the commencement of any work or the provision of any services by BNYM in relation to the Transaction. In the event that BNYM provides any services to Customer prior to your agreement to the fees quoted herein, the commencement of such work or the provision of such services shall not be deemed to constitute a waiver of the fees listed in this Fee Schedule. BNYM reserves the right to cease providing services until such time as Customer agrees to the fees quoted herein. BNYM reserves the right to request that any and all fees due and payable pursuant to this Fee Schedule and related in any way to the Transaction are paid in advance (either in whole or in part) prior to the provision of any services.

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Acceptance/Revocation of Offer

You may agree to the fees quoted herein by (i) executing this Fee Schedule and returning it to us, (ii) closing the Transaction, or (iii) instructing us or continuing to instruct us after receipt of this Fee Schedule. Upon the earlier to occur of (i), (ii) and (iii), the fees quoted herein shall be deemed accepted by you. If you agree to the fees quoted herein, the terms of this Fee Schedule shall supersede any prior fees quoted with respect to the Transaction. BNYM may revoke the terms of this Fee Schedule if the Transaction does not close within three months from the date of this Fee Schedule. Should the Transaction fail to close for any reason, a termination fee equal to BNYM’s Acceptance Fee, any external counsel fees, expenses and disbursements and all out-of-pocket expenses will apply.

Confidential Information

Except as otherwise provided by law, all information provided to Customer by BNYM must remain confidential and may not be intentionally disclosed, reproduced, copied, published, or displayed in any form to any third party without BNYM’s prior written approval.

Customer Notice Required By the USA Patriot Act

To help the U.S. government fight the funding of terrorism and money laundering activities, US Federal law requires all financial institutions to obtain, verify and record information that identifies each person (whether an individual or organization) for which a relationship is established. When Customer establishes a relationship with BNYM, we will ask Customer to provide certain information (and documents) that will help us to identify Customer. We will ask for your organization’s name, physical address, tax identification or other government registration number and other information that will help us identify Customer. We may also ask for a Certificate of Incorporation or similar document or other pertinent identifying documentation for your type of organization.

Willows Unified School District hereby accepts and agrees to the fees and the terms and conditions set forth in this Fee Schedule.

By: _____
Name: _____ *(Print name in full)*
Title: _____
Date: _____

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SERVICES AND COMPENSATION PROPOSAL

**Paying Agent and Registrar
Willows Unified School District
General Obligation Bonds**

Acceptance Fee \$350.00

This one-time charge includes acceptance and assumption of the responsibilities and duties including review of governing documents, establishment of accounts, registration, authentication and delivery of securities at closing. This one-time fee is payable at closing.

Paying Agent Annual Administration Fee \$350.00

This fee compensates Zions Bank for regular administrative services which include, but are not limited to, the following: identification and processing of all ticklers in accordance with the Paying Agent Agreement; maintenance of administrative records; furnishing information to issuer's auditors and responding to correspondence and telephone inquiries. Payable at closing.

Costs of Issuance Payment Fee \$250.00

This fee compensates Zions Bank for establishing and funding an account for the purposes of paying costs of issuance on behalf of the Issuer. Payable at closing.

Legal Fees Included

Out-of-Pocket Expenses (postage, overnight mail, etc.) Billed At Cost

Extraordinary and travel expenses, such as those incurred to attend meetings and/or pre-closing activity, if required, will be billed at actual cost.

Extraordinary Services By Appraisal

Zions Bank reserves the right to modify this bid if the actual transaction differs from the assumptions used in preparing this bid. This bid only indicates Zion Banks' willingness to participate in the solicitation process.



Global Corporate Trust Services
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Via E-Mail

January 23, 2017

Shin Green, Principal
Eastshore Consulting, LLC
1714 Franklin Street #100-406
Oakland, CA 94612-3409
Phone: (510) 725-2930
Email: shin@eastshoreconsulting.com

**Re: Willows Unified School District
General Obligation Bonds - Election of 2016, Series 2017
Fee Proposal - Paying Agent Services**

Dear Shin:

Thank you for the opportunity to propose our Paying Agent / COI services for the subject bond financing.

Please feel free call or email me with any questions, or if you would like more information.

With best regards,

A handwritten signature in blue ink, appearing to be "S. Torgeson".



Fee Schedule for Services as Paying Agent, Registrar, COI Custodian
Willows Unified School District
General Obligation Bonds – Election of 2016, Series 2017

		<u>Initial Fees</u>	
01010	<u>Acceptance Fee</u> The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time fee, payable at closing.		\$250.00
04121	<u>Cost of Issuance</u> Charge for the set-up of the account and the disbursement of issuance costs. This is a one-time fee payable at closing.		\$350.00

Administration Fees – Billed Annually

04200	<u>Paying Agent</u> Annual account administration fee covers the routine duties of Paying Agent and Registrar associated with the administration of the account. Administration fees are payable in advance.		\$750.00
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Direct Out of Pocket Expenses

Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.

At Cost

Extraordinary Services

Extraordinary services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the service and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Dated: January 23, 2017