
AMENDED AND RESTATED
ISSUING AND PAYING AGENT AGREEMENT

Dated as of September 1, 2013,
As amended and restated as of April 1, 2018

by and between

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

and

U.S. BANK NATIONAL ASSOCIATION,
as Issuing and Paying Agent

Relating to

UP TO \$100,000,000
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
COMMERCIAL PAPER NOTES

SERIES A-1 (TAX-EXEMPT)
AND
SERIES A-2 (TAXABLE)

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AMENDED AND RESTATED
ISSUING AND PAYING AGENT AGREEMENT

W I T N E S S E T H

This Amended and Restated Issuing and Paying Agent Agreement (as amended, supplemented, restated or otherwise modified from time to time, this “Agreement”) is dated as of September 1, 2013, as amended and restated as of April 1, 2018, by and between the San Francisco Municipal Transportation Agency (the “Agency”), and U.S. Bank National Association, as Issuing and Paying Agent (the “Issuing and Paying Agent”);

WHEREAS, the Agency is an agency of the City and County of San Francisco (the “City”) and is governed by its Board of Directors (the “SFMTA Board”); and

WHEREAS, under Sections 8A.100, 8A.101 and 8A.102 of the Charter of the City (the “Charter”), the Agency is charged with managing the City’s transportation system (the “Transportation System”), which includes the Municipal Railway, the former Department of Parking and Traffic and other transportation functions;

WHEREAS, under Section 8A.102 of the Charter and Ordinance No. 57-12 adopted by the Board of Supervisors of the City (the “Board”) on April 17, 2012 and signed by Mayor Edwin M. Lee on April 19, 2012, and codified as Chapter 43, Article XIII, Sections 43.13.1 through 43.13.8 of the San Francisco Administrative Code (the “Act”), the Agency has the authority to issue commercial paper and to enter into related credit enhancement facilities under such terms and conditions as the Agency may authorize by resolution, with the concurrence of the Board of Supervisors of the City;

WHEREAS, the SFMTA Board authorized, pursuant to the Act and Resolution No. 13-071, adopted by the SFMTA Board on June 4, 2013 (the “Initial Note Resolution”), the issuance on a revolving basis of its Commercial Paper Notes, Series A-1 (Tax-Exempt) (the “Tax-Exempt Notes”) and its Commercial Paper Notes, Series A-2 (Taxable) (the “Taxable Notes” and, together with the Tax-Exempt Notes, the “Commercial Paper Notes”) in the aggregate principal amount not to exceed \$100,000,000, pursuant to this Agreement;

WHEREAS, the SFMTA Board has further authorized, pursuant to the Initial Note Resolution, that the Agency obtain from State Street Bank and Trust Company (“State Street”) its Irrevocable Letter of Credit, dated September 10, 2013 (the “2013 Letter of Credit”), pursuant to a Letter of Credit and Reimbursement Agreement, dated as of September 1, 2013, by and between the Agency and State Street;

WHEREAS, on July 11, 2012 the Agency issued its Revenue Bonds, Series 2012A and Series 2012B (collectively, the “Series 2012 Bonds”) pursuant to an Indenture of Trust, dated as of July 1, 2012 (the “Master Indenture”), as supplemented by the First Supplemental Indenture of Trust, dated as of July 1, 2012 (the “First Supplemental Indenture”), by and between the Agency and The Bank of New York Mellon Trust Company, N.A. (the “Trustee”);

WHEREAS, on December 4, 2013, the Agency issued its Revenue Bonds, Series 2013 (the “Series 2013 Bonds”) pursuant to the Master Indenture, as supplemented by the Second

Supplemental Indenture of Trust, dated as of December 1, 2013 (the “Second Supplemental Indenture”), by and between the Agency and the Trustee;

WHEREAS, on December 10, 2014, the Agency issued its Revenue Bonds, Series 2014 (the “Series 2014 Bonds”) pursuant to the Master Indenture, as supplemented by the Third Supplemental Indenture of Trust, dated as of December 1, 2014 (the “Third Supplemental Indenture”), by and between the Agency and the Trustee;

WHEREAS, on June 7, 2017, the Agency issued its Revenue Bonds, Series 2017 (the “Series 2017 Bonds” and together with the Series 2012 Bonds, the Series 2013 Bonds and the Series 2014 Bonds, the “Prior Bonds”) pursuant to the Master Indenture, as supplemented by the Fourth Supplemental Indenture of Trust, dated as of June 1, 2017 (the “Fourth Supplemental Indenture,” and together with the Master Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, and as may be further supplemented and amended from time to time, the “Senior Lien Revenue Bonds Indenture”), by and between the Agency and the Trustee; and

WHEREAS, the 2013 Letter of Credit expires on September 1, 2018; and

WHEREAS, the SFMTA Board has further authorized, pursuant to the Act and Resolution No. 18-_____, adopted by the SFMTA Board on April ___, 2018, the Agency to obtain from Sumitomo Mitsui Banking Corporation, acting through its New York Branch (the “Bank”) its Irrevocable Letter of Credit, dated April ___, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the “2018 Letter of Credit”), pursuant to a Letter of Credit and Reimbursement Agreement, dated as of April 1, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the “Reimbursement Agreement”), by and between the Agency and the Bank, in the Original Stated Amount set forth therein, to support the Commercial Paper Notes; and

WHEREAS, the Prior Bonds are payable from and secured by the Transportation System Revenues (the “Pledged Revenues,” as defined in the Senior Lien Revenue Bonds Indenture); and

WHEREAS, the Commercial Paper Notes shall be special, limited obligations of the Agency payable solely from Available Transportation System Revenues (as defined herein) and from amounts on deposit in certain funds and accounts held under this Agreement. No funds of the Agency other than the Available Transportation System Revenues are pledged to or available for payment of the principal of or interest on the Commercial Paper Notes, and such pledge or lien shall at all times be subordinate to the pledge of the Transportation System Revenues to the payment of the Senior Lien Revenue Bonds; and

WHEREAS, Section 8A.105 of the Charter requires the City to transfer certain monies to the Agency to support the Agency’s activities. The proceeds of transfers from the City’s General Fund to support such activities do not constitute any portion of Available Transportation System Revenues, and the principal of and interest on the Commercial Paper Notes are not payable from the proceeds of such transfers or from the City’s General Fund. The Agency has covenanted to hold the proceeds of such transfers separate and apart from the Enterprise Account and to deposit the proceeds of such transfers into the SFMTA General Fund Transfer Account. Amounts in the

SFMTA General Fund Transfer Account will not be used to pay debt service on the Commercial Paper Notes, and the City has no obligation to transfer any amounts from the City's General Fund to the Agency for the purpose of paying the principal of and interest on the Commercial Paper Notes.

NOW, THEREFORE, in consideration of the premises and in order to induce the Issuing and Paying Agent to enter into this Agreement the Issuing and Paying Agent and the Agency agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 **Definitions.** Except as otherwise defined in this Agreement (including the preambles), capitalized terms herein shall have the meanings assigned thereto in this Section 1.01. The following definitions shall apply to terms used in this Agreement, unless the context clearly requires otherwise:

“Advance” means an Advance or a Term Loan, as such terms are defined in the Reimbursement Agreement.

“Agency” means the San Francisco Municipal Transportation Agency as duly constituted from time to time under the Charter, and all commissions, agencies or public bodies which shall succeed to the powers, duties and obligations of the Agency.

“Agreement” means this Amended and Restated Issuing and Paying Agent Agreement, as it may from time to time be supplemented, modified or amended in accordance with the provisions hereof.

“Alternate Facility” means a Letter of Credit or another type of credit or liquidity facility supporting the Commercial Paper Notes which may be outstanding under this Agreement.

“Authenticating Agent” means, with respect to the Commercial Paper Notes, the Issuing and Paying Agent or each person or entity, if any, designated as such by the Agency, and its successors and assigns and any other person or entity which may at any time be substituted for it pursuant thereto.

“Authorized Agency Representatives” means the Director of Transportation or the Chief Financial Officer of the Agency or the Director of Public Finance of the City, or the respective successors to the powers and duties thereof, or such other person as may be designated to act on behalf of the Agency by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Agency by the Director of Transportation or Chief Financial Officer, or their respective successors in the form as provided in attached hereto.

“Available Transportation System Revenues” means the portion of the Transportation System Revenues remaining after (a) the payments relating to the Senior Lien Revenue Bonds required by Sections 5.05 and 5.09 of the Senior Lien Revenue Bonds Indenture, and (b) all amounts required to be paid under any other indenture or resolution of the Agency for principal,

interest, reserve fund and any other debt service requirements on Senior Lien Parity Obligations, as the same become due and payable.

“Bank” means Sumitomo Mitsui Banking Corporation, acting through its New York Branch, or any other entity that provides an Alternate Facility then outstanding and effective hereunder.

“Bank Note” means the promissory note issued by the Agency to the Bank to evidence the Agency’s obligations under the Reimbursement Agreement and the Fee Agreement.

“Beneficial Owner” means a person who has a beneficial ownership interest in the Commercial Paper Notes purchased through a participant in the book-entry system of Cede & Co., as nominee of The Depository Trust Company, or its registered assigns.

“Bond Counsel” means Norton Rose Fulbright US LLP or such other counsel selected by the City with nationally recognized expertise in municipal finance law, including matters related to the validity and tax-exempt status of interest on obligations of states and their political subdivisions.

“Business Day” means any day other than (i) a Saturday, Sunday or other day on which commercial banks located in New York, New York and San Francisco, California or the city in which is located the office of the Bank at which demands for a draw on the Letter of Credit will be made, are required or authorized by law to close for business, (ii) the New York Stock Exchange is closed or (iii) a legal holiday of the City or any other day the City is authorized by law to be closed for official business.

“Charter” means the Charter of the City and County of San Francisco, as amended and supplemented from time to time, and any new or successor Charter.

“City” means the City and County of San Francisco, a charter city and municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of California and the Charter and any public body hereafter created which shall be a successor thereto.

“City Treasurer” means the duly elected and acting City Treasurer of the City.

“Closing Costs Requisition” shall mean the written direction or directions of the Agency to pay closing costs of the Commercial Paper Notes from the Closing Costs Account delivered to the Issuing and Paying Agent on or after April ____, 2018 pursuant to Section 3.06 hereof.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations and procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended.

“Commitment Effective Date” shall mean April ____, 2018, the date on which the 2018 Letter of Credit is issued by the Bank to the Issuing and Paying Agent.

“Commitment Expiration Date” shall mean the Scheduled Termination Date, as such term is defined in the Reimbursement Agreement, as such date may be extended from time to time pursuant to the Reimbursement Agreement.

“Commercial Paper Notes” means, collectively, Tax-Exempt Notes and the Taxable Notes.

“Dealer” means each of Loop Capital Markets LLC and Morgan Stanley & Co. LLC, or any successors or assigns permitted under a Dealer Agreement or any other dealer for the Commercial Paper Notes which is appointed by the Agency and has entered into a Dealer Agreement.

“Dealer Agreement” means the Amended and Restated Dealer Agreement, dated as of September 1, 2013, as amended and restated as of April 1, 2018, by and between the Agency and Loop Capital Markets LLC and the Amended and Restated Dealer Agreement, dated as of September 1, 2013, as amended and restated as of April 1, 2018, by and between the Agency and Morgan Stanley & Co. LLC, and any and all modifications, alterations, amendments and supplements thereto, or any other dealer agreement entered into by the Agency and a Dealer with respect to the Commercial Paper Notes.

“Debt Service Account” means the Debt Service Account established within the Debt Service Fund pursuant to Section 3.01(b) hereof.

“Debt Service Fund” means the Fund by that name established pursuant to Section 3.01(b) hereof.

“Director of Public Finance” means the Director of Public Finance of the City or such other officer of the City which may assume responsibility for management of the debt or other similar obligations of the City or any duly authorized designee of the Director of Public Finance or such other officer.

“DTC” means The Depository Trust Company, New York, New York.

“Enterprise Account” shall mean the Enterprise Account established under the Senior Lien Revenue Bonds Indenture.

“Event of Default” means an Event of Default described in Section 7.01 hereof.

“Expiration Date” means the date of expiration or termination of the 2018 Letter of Credit or any Alternate Facility then in effect.

“Fee Agreement” means the Fee Agreement, dated April ____, 2018, between the Agency and the Bank, as amended and supplemented from time to time.

“Final Drawing Notice” has the meaning set forth in the Reimbursement Agreement.

“Fiscal Year” means the twelve (12) month period commencing on July 1 of each year and ending on the following June 30 or any other period of twelve (12) consecutive months adopted by the Agency as its fiscal year.

“Fund” or “Account” shall mean any fund or account established pursuant to this Issuing and Paying Agent Agreement.

“Government Certificates” means evidences of indebtedness or ownership of proportionate interests in future principal and interest payments of Government Obligations, including depository receipts thereof, wherein (i) a bank or trust company acts as custodian and holds the underlying Government Obligations, (ii) the owner of the Government Certificate is a real party in interest with the right to proceed directly and individually against the obligor of the underlying Government Obligations, and (iii) the underlying Government Obligations are held in trust in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian or any person claiming through the custodian, or any person to whom the custodian may be obligated.

“Government Obligations” mean direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury) or evidence of ownership in a portion thereof (which may consist of specified portions of interest thereon and obligations of the Resolution Funding Corporation which constitute interest strips) if held by a custodian on behalf of the Issuing and Paying Agent, and obligations the principal and interest on which are unconditionally guaranteed by the United States of America, and rated in a rating category at least as high as obligations of the United States America.

“Holder” or “Commercial Paper Noteholder” means the registered owner of a Commercial Paper Note.

“Interest Component” shall have the meaning ascribed to such term in the Letter of Credit.

“Issuance Request” means a request made by the Agency, acting through an Authorized Agency Representative, to the Issuing and Paying Agent for the delivery of a Commercial Paper Note or Commercial Paper Notes, the form of which is attached hereto as .

“Issuing and Paying Agent” means U.S. Bank National Association, or any successor or assigns permitted under this Agreement or any other Issuing and Paying Agent which is appointed by the Agency and has entered into an Issuing and Paying Agent Agreement.

“Letter of Credit” means, initially, the 2018 Letter of Credit, and, following the expiration or substitution thereof, any letter of credit then in effect and issued by a Bank, which, by its terms, supports the payment of the principal and interest on the Commercial Paper Notes when due.

“Letter of Credit Proceeds Account” means the Letter of Credit Proceeds Account established within the Debt Service Fund pursuant to Section 3.01(b) hereof.

“Master Notes” has the meaning ascribed to such term in Section 2.03 hereof.

“Maximum Interest Rate” means 12% per annum.

“No Issuance Notice” shall have the meaning assigned thereto in the Reimbursement Agreement.

“Nominee” means the nominee of the Note Depository as determined from time to time in accordance with Section 2.05 hereof.

“Note Depository” means the securities depository for the Commercial Paper Notes appointed as such pursuant to Section 2.05 hereof, and its successors and assigns.

“Note Proceeds” means proceeds of the sale of the Commercial Paper Notes or any moneys, securities or other obligations that may be deemed to be proceeds of the Commercial Paper Notes within the meaning of the Code.

“Obligations” has the meaning set forth in the Reimbursement Agreement.

“Offering Memorandum” means the Offering Memorandum relating to the Commercial Paper Notes dated April ___, 2018, and any and all modifications, alterations, amendments and supplements thereto, or any other offering memorandum prepared and delivered by the Agency with respect to the Commercial Paper Notes.

“Outstanding” when used as of a particular time with reference to Commercial Paper Notes, means all Commercial Paper Notes delivered hereunder except:

(a) Commercial Paper Notes cancelled by the Issuing and Paying Agent or surrendered to the Issuing and Paying Agent for cancellation;

(b) Commercial Paper Notes that are paid or deemed to be paid within the meaning of Section 8.05 hereof; and

(c) Commercial Paper Notes in lieu of or in substitution for which replacement Commercial Paper Notes shall have been issued by the Agency and delivered by the Issuing and Paying Agent hereunder.

“Parity Obligations” means any evidences of indebtedness for borrowed money issued from time to time by the Agency under any contractual obligation with a lien on Available Transportation System Revenues on a parity with the Commercial Paper Notes and the Obligations, including but not limited to bonds, notes, bond anticipation notes, commercial paper, lease or installment purchase agreements or certificates of participation therein or loans from financial institutions or governmental agencies.

“Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Note Depository holds Commercial Paper Notes as depository.

“Paying Agent” means, with respect to the Commercial Paper Notes, the Issuing and Paying Agent or each person or entity, if any, designated as such by the Agency herein, and its successors and assigns and any other person or entity which may at any time be substituted for it pursuant thereto.

“Permitted Investments” means and includes [any of the following, if and to the extent the same are at the time legal for the investment of the Agency’s money (*provided* that the Issuing and Paying Agent shall be entitled to rely upon any investment directions from the Agency as

conclusive certification to the Issuing and Paying Agent that the investments described therein are so authorized under the laws of the State of California and are Permitted Investments):

- (a) Government Obligations and Government Certificates.
- (b) Obligations issued or guaranteed by any of the following:
 - (i) Export-Import Bank of the United States;
 - (ii) Farmers Home Administration;
 - (iii) Federal Farm Credit System;
 - (iv) Federal Financing Bank;
 - (v) Federal Home Loan Bank System;
 - (vi) Federal Home Loan Mortgage Corporation;
 - (vii) Federal Housing Administration;
 - (viii) Federal National Mortgage Association;
 - (ix) Government National Mortgage Association;
 - (x) Private Export Funding Corporation
 - (xi) Resolution Funding Corporation;
 - (xii) Student Loan Marketing Association; and
 - (xiii) any other instrumentality or agency of the United States.
- (c) Prerefunded municipal obligations rated at the time of purchase of such investment in the highest rating category by the Rating Agencies then rating the Commercial Paper Notes and meeting the following conditions:
 - (i) such obligations are: (A) not subject to redemption prior to maturity or the Issuing and Paying Agent has been given irrevocable instructions concerning their calling and redemption, and (B) the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;
 - (ii) such obligations are secured by Government Obligations or Government Certificates that may be applied only to interest, principal and premium payments of such obligations;
 - (iii) the principal of and interest on such Government Obligations or Government Certificates (plus any cash in the escrow fund with

respect to such prerefunded obligations) are sufficient to meet the liabilities of the obligations;

- (iv) the Government Obligations or Government Certificates serving as security for the obligations have been irrevocably deposited with and are held by an escrow agent or trustee; and
- (v) such Government Obligations or Government Certificates are not available to satisfy any other claims, including those against the trustee or escrow agent.

(d) Direct and general long-term obligations of any state of the United States of America or the District of Columbia (a “State”) to the payment of which the full faith and credit of such State is pledged and that are rated at the time of purchase of the investment in either of the two highest rating categories by the Rating Agencies then rating the Commercial Paper Notes.

(e) Direct and general short-term obligations of any State to the payment of which the full faith and credit of such State is pledged and that are rated at the time of purchase of the investment in the highest rating category by the Rating Agencies then rating the Commercial Paper Notes.

(f) Interest-bearing demand or time deposits or overnight bank deposits with, or banker’s acceptances from, state banks or trust companies or national banking associations that are members of the Federal Deposit Insurance Corporation (“FDIC”) including those of the Issuing and Paying Agent or any of its affiliates. Such deposits must be at least one of the following: (i) continuously and fully insured by FDIC; (ii) if they have a maturity of one year or less, with or issued by banks that are rated in one of the two highest short term rating categories by the Rating Agencies then rating the Commercial Paper Notes; (iii) if they have a maturity longer than one year, with or issued by banks that are rated at the time of purchase of the investment in one of the two highest rating categories by the Rating Agencies then rating the Commercial Paper Notes; or (iv) fully secured by Government Obligations and Government Certificates. Such Government Obligations and Government Certificates must have a market value at all times at least equal to the principal amount of the deposits or interests. The Government Obligations and Government Certificates must be held by a third party (who shall not be the provider of the collateral), or by any Federal Reserve Bank or depository, as custodian for the institution issuing the deposits or interests. Such third party must have a perfected first lien in the Government Obligations and Government Certificates serving as collateral, and such collateral must be free from all other third party liens.

(g) Long-term or medium-term corporate debt guaranteed by any corporation that is rated at the time of purchase of the investment in one of the two highest rating categories by the Rating Agencies then rating the Commercial Paper Notes.

(h) Repurchase agreements, including those of the Issuing and Paying Agent or any of its affiliates, longer than one year with financial institutions such as banks or trust

companies organized under State or federal law, insurance companies, or government bond dealers reporting to, trading with, and recognized as a primary dealer by, the Federal Reserve Bank of New York and a member of the Security Investors Protection Corporation, or with a dealer or parent holding company that is rated at the time of purchase of the investment “AA” or better by the Rating Agencies then rating the Commercial Paper Notes. The repurchase agreement must be in respect of Government Obligations and Government Certificates or obligations described in paragraph (b) of this definition.

(i) Prime commercial paper of a corporation, finance company or banking institution rated at the time of purchase of the investment in the highest short-term rating category by the Rating Agencies then rating the Commercial Paper Notes.

(j) State or public agency or municipality obligations rated at the time of purchase of the investment in the highest credit rating category by the Rating Agencies then rating the Commercial Paper Notes.

(k) Shares of a diversified open-end management investment company, as defined in the Investment Company Act of 1940, as amended, or shares in a regulated investment company, as defined in Section 851(a) of the Code, that is a money market fund that has been rated in the highest rating category by the Rating Agencies then rating the Commercial Paper Notes.

(l) Money market mutual accounts of any state or federal bank, or bank whose holding parent company is, rated in the top two short-term or long-term rating categories by the Rating Agencies then rating the Commercial Paper Notes, including such funds for which the Issuing and Paying Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Issuing and Paying Agent or an affiliate of the Issuing and Paying Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Issuing and Paying Agent or an affiliate of the Issuing and Paying Agent receives fees from funds for services rendered, (ii) the Issuing and Paying Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Issuing and Paying Agent or an affiliate of the Issuing and Paying Agent.

(m) Investment agreements the issuer of which is rated at the time of purchase of the investment “AA” or better by the Rating Agencies then rating the Commercial Paper Notes.

(n) The City and County of San Francisco Treasurer’s Investment Pool.

(o) Any other debt or fixed income security specified by an Authorized Agency Representative and rated at the time of purchase of the investment in the highest short-term rating category or one of the three highest long-term rating categories by the Rating Agencies then rating the Commercial Paper Notes.

“Principal Office” means the office of the Issuing and Paying Agent designated in writing to the Agency.

“Project” means any lawful expenditure of the Agency.

“Project Costs” means, collectively, the Tax-Exempt Project Costs and the Taxable Project Costs.

“Project Fund” means the Fund by that name established pursuant to Section 3.01(a) hereof.

“Rating Agencies” means the rating agencies providing a rating on the Commercial Paper Notes.

“Rebate Fund” means the Fund by that name established pursuant to Section 4.02 hereof.

“Registrar” means, with respect to the Commercial Paper Notes, each person or entity, if any, designated as such by the Agency herein authorizing the issuance of the Commercial Paper Notes, and its successors and assigns and any other person or entity which may at any time be substituted for it pursuant thereto.

“Reimbursement Agreement” means (i) the Letter of Credit and Reimbursement Agreement, dated as of April 1, 2018, by and between the Agency and the Bank, as amended, restated, supplemented and otherwise modified from time to time, in accordance with the provisions thereof, and (ii) any similar document entered into with respect to the issuance of a subsequent Alternate Facility. All references to obligations of the Agency under the Reimbursement Agreement and the Fee Agreement hereunder shall be deemed to include the Agency’s obligations under the Bank Note.

“Senior Lien Parity Obligations” means the Senior Lien Revenue Bonds, including the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014 Bonds and the Series 2017 Bonds, and any evidences of indebtedness for borrowed money issued from time to time by the Agency under the Senior Lien Revenue Bonds Indenture, including but not limited to bonds, notes, bond anticipation notes, commercial paper, lease or installment purchase agreements or certificates of participation therein or loans from financial institutions or governmental agencies. Senior Lien Parity Obligations may also include any other obligation, including but not limited to Repayment Obligations (as defined in the Senior Lien Revenue Bonds Indenture) and other contractual obligations, entered into by the Agency pursuant to the terms hereof with a lien on Pledged Revenues on a parity with the lien on Transportation System Revenues securing the Senior Lien Revenue Bonds.

“Senior Lien Revenue Bonds” means all bonds currently outstanding or hereinafter issued by the Agency with a pledge or lien on Transportation System Revenues senior to the lien on Available Transportation System Revenues securing the Commercial Paper Notes and the Obligations, including without limitation the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014 Bonds and the Series 2017 Bonds.

“Senior Lien Revenue Bonds Indenture” has the meaning ascribed to such term in the recitals to this Agreement.

“Series 2012 Bonds” means the San Francisco Municipal Transportation Agency Revenue Bonds, Series 2012A and the San Francisco Municipal Transportation Agency Revenue Bonds, Series 2012B, issued pursuant to the Senior Lien Revenue Bonds Indenture.

“Series 2013 Bonds” means the San Francisco Municipal Transportation Agency Revenue Bonds, Series 2013, issued pursuant to the Senior Lien Revenue Bonds Indenture.

“Series 2014 Bonds” means the San Francisco Municipal Transportation Agency Revenue Bonds, Series 2014, issued pursuant to the Senior Lien Revenue Bonds Indenture.

“Series 2017 Bonds” means the San Francisco Municipal Transportation Agency Revenue Bonds, Series 2017, issued pursuant to the Senior Lien Revenue Bonds Indenture.

“SFMTA General Fund Transfer Account” shall mean the SFMTA General Fund Transfer Account created pursuant to the Senior Lien Revenue Bonds Indenture.

“Stated Amount” means the stated amount available to be drawn under the Letter of Credit, which is initially equal to a principal component of \$100,000,000 and an interest component of \$[8,876,713].

“Supplemental Agreement” means any Supplemental Agreement authorized by Section 8.01 hereof.

“System” shall have the meaning given in Section 2.04(e) hereof.

“Tax Certificate” means the Tax Certificate, dated as of its date, concerning certain matters pertaining to the use and investment of proceeds of the Commercial Paper Notes, executed by the Agency on the date of issuance of the Commercial Paper Notes, including any and all exhibits attached thereto.

“Tax-Exempt Notes” means the San Francisco Municipal Transportation Agency Commercial Paper Note Series A-1 (Tax-Exempt) in the form set forth in [-1](#) hereto.

“Tax-Exempt Project Costs” means costs and expenses incurred or to be incurred by the Agency for the Project that are permitted under the Code.

“Taxable Notes” means the San Francisco Municipal Transportation Agency Commercial Paper Note Taxable Series A-2 (Taxable) in the form set forth in hereto.

“Taxable Project Costs” means costs and expenses incurred or to be incurred by the Agency for the Project.

“Transportation System Revenues” means the Pledged Revenues, as defined in the Senior Lien Revenue Bonds Indenture.

“2018 Letter of Credit” means the Irrevocable Letter of Credit, dated April ___, 2018, issued by the Bank to the Issuing and Paying Agent pursuant to the terms of the Reimbursement Agreement to support the Commercial Paper Notes.

Section 1.02 **Interpretation.**

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

(b) The words “hereof,” “herein,” “hereto,” “hereby” and “hereunder” refer to this entire Agreement.

(c) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

Section 1.03 **Agreement to Constitute Contract.** In consideration of the purchase and acceptance of any or all of the Commercial Paper Notes by those who shall own the same from time to time, the provisions of this Agreement shall be part of the contract of the Agency with Holders of the Commercial Paper Notes, and shall be deemed to be and shall constitute contracts between the Agency, the Issuing and Paying Agent and the Holders from time to time of the Commercial Paper Notes; provided, however, that the duties and obligations of the Issuing and Paying Agent under this Agreement are owed solely to the Agency.

ARTICLE II

GENERAL AUTHORIZATION AND ISSUANCE; THE COMMERCIAL PAPER NOTES

Section 2.01 **Authorized Amount of Commercial Paper Notes; Terms and Description of Commercial Paper Notes.**

(a) The Agency hereby authorizes the issuance from time to time on a revolving basis of its “San Francisco Municipal Transportation Agency Commercial Paper Notes Series A-1 (Tax-Exempt)” (the “Tax-Exempt Notes”) and its “San Francisco Municipal Transportation Agency Commercial Paper Note Series A-2 (Taxable)” (the “Taxable Notes” and, together with the Tax-Exempt Notes, the “Commercial Paper Notes”). The Commercial Paper Notes shall be issued to finance and refinance the Project Costs. Proceeds of Commercial Paper Notes may be used to repay the Bank for draws on the Letter of Credit used to pay principal and interest due on any maturing Commercial Paper Notes and may be used to repay the Bank for principal or interest due on the Bank Note under the Reimbursement Agreement. The aggregate principal amount of Commercial Paper Notes that may be Outstanding at any one time hereunder shall not at any time exceed \$100,000,000.

(b) The Commercial Paper Notes shall be dated the date of their respective authentication and issuance; shall be issued in registered form, shall be issued in denominations of

\$100,000 and in integral multiples of \$1,000 in excess thereof. The Commercial Paper Notes (i) shall bear interest payable at maturity at an annual rate (calculated on the basis of the actual number of days elapsed and a year consisting of 365 or 366 days, as applicable), not to exceed the Maximum Interest Rate, (ii) shall mature on a Business Day not more than 270 days after their respective dates, but in no event later than the Business Day immediately preceding the Commitment Expiration Date (*provided, however*, that, subject to the terms of Section 6.07 of the Reimbursement Agreement, the Agency or Dealer shall not issue any Commercial Paper Note or Commercial Paper Notes with a maturity shorter than three (3) days from the date of issuance without the Bank's prior written consent), and (iii) shall be sold by a Dealer pursuant to a Dealer Agreement at a price of not less than 100% of the principal amount thereof. The stated interest rate, maturity date and other terms of each Commercial Paper Note shall be as set forth in the Issuance Request required by Section 2.04 hereof directing the issuance of such Commercial Paper Note; provided that such Issuance Request is consistent with the terms of this Agreement.

(c) The Commercial Paper Notes shall not be subject to redemption prior to maturity.

(d) The definitive Commercial Paper Notes shall be numbered in such manner as the Issuing and Paying Agent may deem appropriate.

(e) The Agency and the Issuing and Paying Agent may deem and treat the registered owner of Commercial Paper Notes in registered form as the absolute owner thereof (whether or not such Commercial Paper Note shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuing and Paying Agent), for the purpose of receiving payment thereof or on account thereof and for all other purposes, and neither the Agency nor the Issuing and Paying Agent shall be affected by any notice to the contrary.

Section 2.02 **Payment.** The Agency covenants to duly and punctually pay or cause to be paid, from draws on the Letter of Credit or from the proceeds of the sale of Commercial Paper Notes, the principal of and interest on each and every Commercial Paper Note when due, as described in Section 3.03 hereof.

The principal of and the interest on the Commercial Paper Notes shall be payable at the Principal Office of the Issuing and Paying Agent on or before the close of business on any Business Day upon which such Commercial Paper Notes have become due and payable, *provided* that such Commercial Paper Notes are presented and surrendered on a timely basis. Upon presentation of such a Commercial Paper Note to the Issuing and Paying Agent by 9:00 a.m. (New York City time) on a Business Day, payment for such Commercial Paper Note shall be made by the Issuing and Paying Agent in immediately available funds on such Business Day. If a Commercial Paper Note is presented for payment after 9:00 a.m. (New York City time) on a Business Day, payment therefor may be made by the Issuing and Paying Agent on the next succeeding Business Day without the accrual of additional interest thereon.

Notwithstanding the provisions of the previous paragraph, in the event the Commercial Paper Notes are issued as a master note or master notes in book-entry form, they shall be payable at maturity without physical presentation or surrender in accordance with the procedures of the Note Depository.

Section 2.03 **Form and Authentication of Commercial Paper Notes.** The Commercial Paper Notes (including the Master Notes) shall be executed by and in the name of the Agency under this Agreement, by the signature of the Director of Transportation, Chairman or Vice Chairman of the Agency and shall be delivered to the Issuing and Paying Agent. Such signature shall be manually affixed to the Commercial Paper Notes, except that if the Commercial Paper Notes shall have been manually authenticated by the Issuing and Paying Agent, the signature of the Director of Transportation, Chairman or Vice Chairman of the Agency may be a printed, lithographed or engraved facsimile thereof. The Issuing and Paying Agent is hereby authorized to cause the blank spaces in forms of Commercial Paper Notes attached hereto to be filled in as may be appropriate and to deliver the Commercial Paper Notes to the Dealers in accordance with the terms and provisions of the Issuance Requests.

The definitive Tax-Exempt Notes and the Certificate of Authentication endorsed thereon shall be substantially in the form set forth in Exhibit A-1 and the definitive Tax-Exempt Notes and the Certificate of Authentication endorsed thereon shall be substantially in the form set forth in Exhibit A-2 hereto and made a part hereof, each with such appropriate variations, omissions and insertions as shall be required or appropriate in order to designate the Subseries thereof and to accomplish the purpose of the transactions authorized by this Agreement. In the event a subseries of the Tax-Exempt Notes is issued in book entry form its aggregate face amount shall be represented by a master note (each, a "Tax-Exempt Master Note") in the form of Exhibit B-1, executed by the Commission pursuant to the book-entry commercial paper program of the Note Depository. In the event a subseries of the Taxable Notes is issued in book entry form its aggregate face amount shall be represented by a master note (each, a "Taxable Master Note") in the form of Exhibit B-2, executed by the Commission pursuant to the book-entry commercial paper program of the Note Depository. Each Tax-Exempt Master Note and Taxable Note is referred to herein as a "Master Note." The Issuing and Paying Agent shall maintain such Master Notes in safekeeping, in accordance with its customary practices, on behalf of Cede & Co., the registered owner thereof and nominee of DTC. As long as Cede & Co. is the registered owner of such Master Note, the beneficial ownership interest therein shall be shown on, and the transfer of ownership thereof shall be effected through, entries on the books maintained by DTC and the books of its direct and indirect participants. The Master Notes and the book-entry notes shall be subject to DTC's rules and procedures, as amended from time to time. The Issuing and Paying Agent shall not be liable or responsible for sending transaction statements of any kind to DTC's participants or the beneficial owners of the Book-Entry Notes, or for maintaining, supervising or reviewing the records of DTC or its participants with respect to such Notes.

Notwithstanding anything herein to the contrary, the Issuing and Paying Agent shall not (i) authenticate Commercial Paper Notes which mature later than the Business Day immediately preceding the Commitment Expiration Date, (ii) authenticate Commercial Paper Notes if (a) an Event of Default then exists of which it has actual knowledge or (b) after the Issuing and Paying Agent has received a No Issuance Notice or a Final Drawing Notice, which No Issuance Notice or Final Drawing Notice, as applicable, has not been withdrawn or rescinded by the Bank.

Section 2.04 **Procedures for Delivery of Commercial Paper Notes.**

(a) As a condition to the first issuance of Commercial Paper Notes hereunder, on or prior to the first date of issuance of Commercial Paper Notes the Agency shall deliver a Tax

Certificate acceptable to Bond Counsel and Bond Counsel shall have delivered its opinion in substantially the form of Appendix C to the Offering Memorandum.

(b) Subject to the provisions of Section 2.01, Section 2.05 and paragraphs (c) and (d) of this Section 2.04, at any time and from time to time prior to the Commitment Expiration Date, Commercial Paper Notes shall be authenticated and delivered by the Issuing and Paying Agent for the consideration and in the manner hereinafter provided, but only upon receipt by the Issuing and Paying Agent of an Issuance Request in the form attached hereto as (which also may be transmitted by telephone, email or the System described in Section 2.04(d) below), no later than [10:00 a.m.] (New York City time) on the Business Day on which Commercial Paper Notes are to be delivered, directing the Issuing and Paying Agent to authenticate the Commercial Paper Notes referred to therein and to deliver the same to or upon the order of a Dealer.

Subject to the provisions of Section 2.05, upon receipt of such Issuance Request by [10:00 a.m.] (New York City time), the Issuing and Paying Agent shall, by [11:30 a.m.] (New York City time) on such day, complete each definitive Commercial Paper Note then to be delivered as to amount, date, maturity date, interest rate and interest amount specified in such Issuance Request, and deliver each such Commercial Paper Note to or upon the order of the Dealer upon receipt of payment therefor. No later than [11:00 a.m.] (New York City time) on each Business Day on which the Agency proposes to issue Commercial Paper Notes, the Dealer shall report to the Agency each transaction made with or arranged by it or shall notify the Agency and the Issuing and Paying Agent of the difference, if any, between the amount of maturing Commercial Paper Notes and the amount of Commercial Paper Notes which the Dealer has arranged to sell or has agreed in its sole discretion to purchase.

(c) The delivery of any Issuance Request to the Issuing and Paying Agent by an Authorized Agency Representative in the manner provided in this Section 2.04 shall be deemed to constitute the certification and representation of the Agency as of the date of such Issuance Request as to the following: (i) the Letter of Credit is in full force and effect; (ii) after the issuance of such Commercial Paper Notes and the application of the proceeds thereof, the aggregate principal amount of Commercial Paper Notes Outstanding will not exceed the amount that at the time is authorized to be Outstanding as provided in Section 2.01(a) hereof; (iii) the interest rates borne by the Commercial Paper Notes to be delivered on such date do not exceed the Maximum Interest Rate; (iv) the facts, estimates, circumstances and representations set forth or made (as the case may be) in the Tax Certificate continue to exist and are reaffirmed on such date; *provided, however,* that the foregoing certification is not a condition to the issuance of Taxable Notes; (v) the terms of the Commercial Paper Notes do not exceed 270 days and the maturity dates of such Commercial Paper Notes set forth in the Issuance Request do not extend beyond the Business Day immediately preceding the Commitment Expiration Date; (vi) the Agency has not been notified by Bond Counsel that their opinion with respect to the validity of the Commercial Paper Notes and, if the Issuance Request calls for the issuance of Tax-Exempt Notes, the tax treatment of the interest thereof, delivered prior to the initial issuance of the Commercial Paper Notes has been revised or withdrawn or, if any such revisions or withdrawal has occurred, the revised opinion or a substitute opinion acceptable to the Dealer has been delivered; (vii) no Event of Default has occurred and is then continuing; (viii) the Agency is not aware of a No Issuance Notice or Final Drawing Notice which has been issued by the Bank and not rescinded; and (ix) all of the conditions

precedent to the issuance of such Commercial Paper Notes set forth in this Section 2.04 have been satisfied.

(d) Any Issuance Request made by telephone pursuant to this Section 2.04 may be recorded by the Issuing and Paying Agent and confirmed promptly in writing by an Authorized Agency Representative; *provided, however*, that the failure so to confirm any such Issuance Request, or any conflict between any such recorded oral Issuance Request and the written confirmation thereof, shall not affect the validity of any recorded oral Issuance Request received by the Issuing and Paying Agent as provided herein.

(e) The Agency and the Issuing and Paying Agent agree that all instructions under this Agreement are to be directed to the Issuing and Paying Agent's Commercial Paper Operations Department. The Issuing and Paying Agent shall provide the Agency with access to the Issuing and Paying Agent's Securities Processing Automated Note System (SPANS Online as defined below in Section 8.24) or other electronic means (collectively, the "System") in order that the Issuing and Paying Agent may receive electronic instructions for the issuance of the Commercial Paper Notes. Electronic instructions will be subject to an acceptance of terms issued by the Issuing and Paying Agent if the Agency elects to use the Issuing and Paying Agent's internet-based communications program to access the System. Electronic instructions must be transmitted in accordance with the procedures furnished by the Issuing and Paying Agent to the Agency in connection with the System. These transmissions shall be the equivalent to the giving of a written Issuance Request to the Issuing and Paying Agent. If the System is inoperable at any time, the Authorized Agency Representatives may deliver written, telephone or facsimile instructions to the Issuing and Paying Agent, which instructions shall be verified in accordance with any security procedures agreed upon by the parties.

Section 2.05 **Book-Entry System.** The Commercial Paper Notes shall be issued in book-entry form as further provided in this Section 2.05. The initial Note Depository with respect to the Commercial Paper Notes shall be the Depository Trust Company ("DTC"). The initial Nominee with respect to the Commercial Paper Notes shall be CEDE & CO., as nominee of DTC.

(a) Each series of the Commercial Paper Notes issued pursuant to this Agreement shall initially be issued in the form of a separate single fully-registered master note evidencing each series of the Commercial Paper Notes. Except as provided in subsection (c) of this Section 2.05, all of the Commercial Paper Notes shall be registered in the name of the Nominee. Notwithstanding any provision to the contrary in Section 2.05, so long as the Commercial Paper Notes remain in the form of one or more master notes in book-entry form, the issuance of Notes pursuant to an Issuance Request against payment therefor shall not require the physical delivery of note certificates.

The Issuing and Paying Agent and the Agency may treat the registered owner of each Commercial Paper Note as the sole and exclusive owner thereof for the purposes of payment of the principal of or interest on the Commercial Paper Notes, giving any notice permitted or required to be given to Commercial Paper Noteholders under this Agreement, registering the transfer of Commercial Paper Notes, obtaining any consent or other action to be taken by Commercial Paper Noteholders, and for all other purposes whatsoever, and neither the Issuing and Paying Agent nor the Agency shall be affected by any notice to the contrary.

Neither the Issuing and Paying Agent nor the Agency shall have any responsibility or obligation to any participant in the Note Depository (a "Participant"), any person claiming a beneficial ownership interest in the Commercial Paper Notes under or through the Note Depository or any Participant, or any other person who is not shown on the registration books as being a Commercial Paper Noteholder, with respect to: (i) the accuracy of any records maintained by the Note Depository or any Participant; (ii) the payment by the Note Depository or any Participant of any amount in respect of the principal of or interest on the Commercial Paper Notes; (iii) the delivery of any notice which is permitted or required to be given to Commercial Paper Noteholders under this Agreement; (iv) any consent given or other action taken by the Note Depository as Commercial Paper Noteholder; or (v) any other purpose.

The Issuing and Paying Agent shall pay all principal of and interest on the Commercial Paper Notes only to or upon the order of the Note Depository, and all such payments shall be valid and effective to fully satisfy and discharge the Agency's obligations with respect to the payment of the principal of and interest on the Commercial Paper Notes to the extent of the sum or sums so paid. Upon delivery by the Note Depository to the Issuing and Paying Agent of written notice to the effect that the Note Depository has determined to substitute a new Nominee in place of the current Nominee, and subject to the provisions herein with respect to record dates, the word Nominee in this Article II shall refer to such new Nominee.

(b) In order to qualify the Commercial Paper Notes for the Note Depository's Book-Entry System, the appropriate officers or employees of the Agency are hereby authorized and directed to execute, seal, countersign and deliver, with a copy to the Issuing and Paying Agent, on behalf of the Agency to the Note Depository for the Commercial Paper Notes, a Letter of Representation from the Agency representing such matters as shall be necessary to so qualify the Commercial Paper Notes. The execution and delivery of the Letter of Representation shall not in any way limit the provisions of this Section 2.05 or in any other way impose upon the Agency any obligation whatsoever with respect to persons having beneficial ownership interests in the Commercial Paper Notes other than the Commercial Paper Noteholders.

(c) In the event (i) the Note Depository determines not to continue to act as securities depository for Commercial Paper Notes, or (ii) the Agency determines that the Note Depository shall no longer so act and delivers a written certificate to the Issuing and Paying Agent to that effect, then the Agency will discontinue the Book-Entry System with the Note Depository for such Commercial Paper Notes. If the Agency determines to replace the Note Depository for the Commercial Paper Notes with another qualified securities depository, the Agency shall prepare or direct the preparation of a new, single, separate, fully registered Commercial Paper Note for such Commercial Paper Notes registered in the name of such successor or substitute qualified Note Depository or its Nominee, or make such other arrangements acceptable to the Issuing and Paying Agent and such successor or substitute Note Depository as are not inconsistent with the terms of this Agreement. If the Agency fails to identify another qualified Note Depository to replace the incumbent Note Depository for the Commercial Paper Notes, then such Commercial Paper Notes shall no longer be restricted to being registered in the bond registration books in the name of the incumbent Note Depository or its Nominee, but shall be registered in whatever name or names the incumbent Note Depository or its Nominee transferring or exchanging such Commercial Paper Notes shall designate.

(d) Notwithstanding any provision of this Agreement to the contrary, so long as the Commercial Paper Notes are registered in the name of the Nominee, all payments with respect to principal of and interest on the Commercial Paper Notes and all notices with respect to the Commercial Paper Notes shall be made and given, respectively, as provided in the Letter of Representation or as otherwise instructed by the Note Depository.

Section 2.06 **Mutilated, Lost, Stolen or Destroyed Commercial Paper Notes.** If any Commercial Paper Note shall become mutilated, the Agency, at the expense of the Holder of such Commercial Paper Note, shall execute or cause to be executed, and the Issuing and Paying Agent shall thereupon authenticate and deliver a new Commercial Paper Note of like tenor bearing a different number in exchange and substitution for the Commercial Paper Note so mutilated, but only upon surrender to the Issuing and Paying Agent of the Commercial Paper Note so mutilated. If any Commercial Paper Note shall be lost, destroyed or stolen, evidence of the ownership thereof, and of such loss, destruction or theft may be submitted to the Agency and the Issuing and Paying Agent and, if such evidence be satisfactory to both and indemnity satisfactory to them shall be given, the Agency, at the expense of the Holder, shall execute, and the Issuing and Paying Agent shall thereupon authenticate and deliver a new Commercial Paper Note of like tenor and bearing a different number in lieu of and in substitution for the Commercial Paper Note so lost, destroyed or stolen (or if any such Commercial Paper Note shall have matured or shall be about to mature, instead of issuing a substitute Commercial Paper Note, the Agency may direct the Issuing and Paying Agent to pay the same without surrender thereof). The Agency and Issuing and Paying Agent may require payment by the registered Holder of a Commercial Paper Note of a sum not exceeding the actual cost of preparing each new Commercial Paper Note executed and delivered pursuant to this paragraph and of the expenses which may be incurred by the Agency and the Issuing and Paying Agent. Any Commercial Paper Note executed and delivered under these provisions in lieu of any Commercial Paper Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Agency whether or not Commercial Paper Note so alleged to be lost, destroyed or stolen shall be at any time enforceable by anyone, and shall be entitled to the benefits of this Agreement with all other Commercial Paper Notes secured by this Agreement.

Section 2.07 **Surrender of Commercial Paper Notes.** All Commercial Paper Notes surrendered for payment or registration of transfer, if surrendered to any person other than the Issuing and Paying Agent, shall be delivered to the Issuing and Paying Agent and shall be promptly cancelled by it. The Agency may at any time deliver to the Issuing and Paying Agent for cancellation any Commercial Paper Notes previously authenticated and delivered hereunder which the Agency may have acquired in any manner whatsoever, and all Commercial Paper Notes so delivered shall promptly be cancelled by the Issuing and Paying Agent. No Commercial Paper Note shall be authenticated in lieu of or in exchange for any Commercial Paper Notes cancelled as provided herein, except as expressly permitted hereunder. All cancelled Commercial Paper Notes held by the Issuing and Paying Agent shall be disposed of as directed by the Agency.

Section 2.08 **Non-Presentation of Commercial Paper Notes; Unclaimed Money.**

(a) If any Commercial Paper Notes are not presented for payment when the principal thereof becomes due, all liability of the Agency to the Holder thereof for the payment of such Commercial Paper Notes shall be completely discharged if funds sufficient to pay such Commercial Paper Notes and the interest due thereon to the stated maturity date shall be held by

the Issuing and Paying Agent for the benefit of such Holder, and thereupon it shall be the duty of the Issuing and Paying Agent to hold such funds subject to subsection (b) below, without liability for interest thereon, for the benefit of such Holder, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature under this Agreement or on, or with respect to, such Commercial Paper Note; provided, however, that the duties and obligations of the Issuing and Paying Agent under this Agreement are owed solely to the Agency.

(b) Anything contained herein to the contrary notwithstanding, any money held by the Issuing and Paying Agent for the payment and discharge of any Commercial Paper Notes which remains unclaimed for two (2) years after the date when the payments on such Commercial Paper Notes have become payable, if such money was held by the Issuing and Paying Agent on such date, or for two (2) years after the date of deposit of such money if deposited with the Issuing and Paying Agent after the date when the principal of such Commercial Paper Notes have become payable, shall upon written notice from the Agency be repaid by the Issuing and Paying Agent to the Agency as its absolute property free from trust, and the Issuing and Paying Agent shall thereupon be released and discharged with respect thereto and the Holders shall look only to the Agency for the payment of the principal of such Commercial Paper Notes and the interest due thereon to the stated maturity date; *provided* that before being required to make any such payment to the Agency, the Agency shall publish once in The Wall Street Journal a notice that such money remains unclaimed and that after a date named in such notice, which date shall not be less than sixty (60) days after the date of the earliest publication of such notice, the Issuing and Paying Agent shall promptly pay to the Bank so much of such money as the Bank certifies to the Issuing and Paying Agent, with notice to the Agency and the City, that the Agency owes to the Bank with respect to any Commercial Paper Note or under the Reimbursement Agreement or this Agreement, and the balance of such money then unclaimed will be returned to the Agency.

ARTICLE III

FUNDS AND ACCOUNTS; APPLICATION OF NOTE PROCEEDS

Section 3.01 **Establishment and Designation of Funds and Accounts.**

(a) There is hereby established a Project Fund, and within such Project Fund, subaccounts known as the “Tax-Exempt Account of the Project Fund” and the “Taxable Account of the Project Fund,” which shall be held by the Agency or the City Treasurer on behalf of the Agency (or may be held by the Issuing and Paying Agent at the written direction of the Agency) in accordance with this Agreement;

(b) There is hereby established a Debt Service Fund, and the Issuing and Paying Agent shall hold such fund in accordance with this Agreement and within such fund establish and maintain the following accounts:

(1) Letter of Credit Proceeds Account, into which proceeds of draws on the Letter of Credit shall be deposited pursuant to Section 3.03(b) and from which the principal and interest coming due on maturing Commercial Paper Notes shall be paid pursuant to Section 3.03(b) (all draw proceeds of the Letter of Credit shall be held in the Letter of Proceeds Account and no other amounts shall be commingled in such Account); and

(2) Debt Service Account, which shall receive deposits of proceeds from the sale of Commercial Paper Notes pursuant to Section 3.02 and deposits of Available Transportation System Revenues pursuant to Section 3.03(c), and from which the Issuing and Paying Agent shall reimburse the Bank for draws under the Letter of Credit pursuant to Section 3.03(c), make payments to the Bank for Advances pursuant to Section 3.03(d), and transfer amounts to the Project Fund pursuant to Section 3.03(d).

(c) There is hereby established a Closing Costs Account, and the Issuing and Paying Agent shall hold such fund in accordance with this Agreement and make payments therefrom as provided in Section 3.06.

Section 3.02 **Deposit of Proceeds of Commercial Paper Notes.** Immediately upon receipt thereof, the Issuing and Paying Agent shall deposit the proceeds of the sale of any Commercial Paper Notes into the Debt Service Account. Such amount, together with any amount paid by the Agency for deposit into such Debt Service Account shall be applied in the following order: (i) to reimburse the Bank for any draws made under the Letter of Credit, (ii) to make payments on outstanding Advances as directed in writing by the Agency, and (iii) if so directed by the Agency in writing, for transfer to the Project Fund.

Section 3.03 **Deposits Into and Uses of the Letter of Credit Proceeds Account and the Debt Service Account.**

(a) The Issuing and Paying Agent shall make information available to the Agency and the Bank on the System on or before [5:00 p.m.] (New York City time), on the Business Day prior to the maturity date of each Commercial Paper Note, as to the total amount of principal and interest due on such maturity date. Except as provided in Section 3.03(e) below, the principal of and interest coming due on maturing Commercial Paper Notes shall be paid with the proceeds of a draw on the Letter of Credit.

(b) On or before [11:30 a.m.] (New York City time) on the maturity date of each maturing Commercial Paper Note, the Issuing and Paying Agent shall submit to the Bank a request to draw an amount under the Letter of Credit sufficient to pay the principal of and interest coming due on each maturing Commercial Paper Note. The Issuing and Paying Agent shall deposit the proceeds of such draw directly into the Letter of Credit Proceeds Account and shall apply such proceeds to pay the principal of and interest coming due on each maturing Commercial Paper Note on or before [2:00 p.m.] (New York City time) on such maturity date.

(c) On or before [3:00 p.m.] (New York City time) on the date of any draw on the Letter of Credit pursuant to Section 3.03(b), the Agency shall transfer to the Issuing and Paying Agent Available Transportation System Revenues from the Enterprise Account in an amount sufficient, together with all other amounts on deposit in the Debt Service Account, to reimburse the Bank for such draw. The Issuing and Paying Agent shall deposit such Available Transportation System Revenues, if any, into the Debt Service Account, and thereafter shall transfer by wire funds from the Debt Service Account in the amount necessary to reimburse the Bank for the draw on the Letter of Credit by [3:30 p.m.] (New York City time) on the date of such draw.

(d) If the Agency shall so direct, the Issuing and Paying Agent shall transfer funds on deposit in the Debt Service Account to the Project Fund.

(e) If, on the maturity date of any Commercial Paper Note, the Bank fails to honor a draw under the Letter of Credit, the Agency shall transfer to the Issuing and Paying Agent on or before [2:00 p.m.] (New York City time) for deposit into the Debt Service Account sufficient funds from Available Transportation System Revenues, together with any other amounts on deposit in the Debt Service Account, to pay in full each maturing Commercial Paper Note on such date, which funds the Issuing and Paying Agent shall so deposit and shall so apply.

Section 3.04 **Draws Under the Letter of Credit.** As a beneficiary of the Letter of Credit, the Issuing and Paying Agent agrees to take such action as necessary so as to assure timely payment under the Letter of Credit (to the extent permitted by law) for the payment, from time to time, of the Commercial Paper Notes. On or before each maturity date for any Commercial Paper Note, in the manner described in Section 3.03(b), an authorized officer of the Issuing and Paying Agent shall present all required drawing certificates and accompanying documentation, if required, to the Bank and demand payment be made under the Letter of Credit on such maturity date at such time and in such amount so as to be timely and sufficient to pay the entire amount of principal becoming due on all Commercial Paper Notes on such date; *provided* that, in each case, any certificates of the Issuing and Paying Agent shall be signed by one who states therein that such person is a duly authorized officer of the Issuing and Paying Agent. All draw proceeds of the Letter of Credit shall be held in the Letter of Credit Proceeds Account and no other amounts shall be commingled in such Account).

Upon the Issuing and Paying Agent's receipt of a Final Drawing Notice, the Issuing and Paying Agent shall draw on the Letter of Credit as promptly as possible and in any event no later than one (1) Business Day prior to the 15th day after receipt of such Final Drawing Notice, in an amount at least equal to the principal of and interest accrued and to accrue until the scheduled maturity date on all outstanding Commercial Paper Notes.

Section 3.05 **Application of Moneys in Project Fund.**

(a) Moneys in the Tax-Exempt Account of the Project Fund shall be applied to the payment of the Tax-Exempt Project Costs, and Moneys in the Taxable Account of the Project Fund shall be applied to the Taxable Project Costs, and moneys in either subaccount of the Project Fund shall be applied to the payment of the administrative costs related to the Commercial Paper Notes, including but not limited to the fees and expenses of the Dealers, the Issuing and Paying Agent, the Rating Agencies, the Bank and any other attorneys, consultants or service providers.

(b) The Authorized Agency Representative is hereby authorized to disburse from the Project Fund the amount required for the payment of the Project Costs and administrative costs.

Section 3.06 **Application of Moneys in Closing Costs Account.** On and after April ____, 2018, the Agency shall transfer to the Issuing and Paying Agent for deposit into the Closing Costs Account an amount sufficient to pay the closing costs of the Commercial Paper Notes detailed in the Closing Costs Requisition or Requisitions, and on April ____, 2018, the Issuing and Paying

Agent shall pay such costs from the Closing Costs Account as provided in the Closing Costs Requisition.

Section 3.07 **Investments Authorized.** Money held by the Issuing and Paying Agent in any fund or account hereunder shall be invested by the Issuing and Paying Agent in Permitted Investments pending application as provided herein solely at the written direction of an Authorized Agency Representative, shall be registered in the name of the Issuing and Paying Agent where applicable, as Issuing and Paying Agent, and shall be held by the Issuing and Paying Agent. Money held in any fund, account, or subaccount hereunder (other than the Rebate Fund) may be commingled for purposes of investment only; *provided, however,* that each fund, account, or subaccount held by the Issuing and Paying Agent hereunder shall be accounted for separately and *provided, further,* that moneys in the Debt Service Account and the Letter of Credit Proceeds Account shall not be invested or commingled. The Issuing and Paying Agent shall have no duty to determine whether any investment direction received from the Agency complies with the requirements of these investment restrictions or requirements. The Issuing and Paying Agent may elect, but shall not be obligated, to credit the Note Payment Account established hereunder with funds representing income or principal payments due on, or sales proceeds due in respect of, assets in such account, or to credit to such Note Payment Account assets intended to be purchased with such funds, in each case before actually receiving the requisite funds from the payment source, or to otherwise advance funds for transactions hereunder. Notwithstanding anything else in this Agreement, (i) any such crediting of funds or assets shall be provisional in nature, and the Issuing and Paying Agent is authorized to reverse or offset any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Agreement shall constitute a waiver of any of U.S. Bank National Association's rights as a securities intermediary under Uniform Commercial Code §9-206. The Issuing and Paying Agent may also set-off and deduct funds in any account hereunder with respect to deposits that have been credited to such account but are subsequently returned unpaid or reversed.

Section 3.08 **Moneys Remaining in Funds and Accounts.** At any time there are no Commercial Paper Notes Outstanding or any amounts outstanding under the Reimbursement Agreement, the Agency may withdraw moneys from any Fund or Account established hereunder by written direction to the Issuing and Paying Agent. Upon receipt of such a written request, the Issuing and Paying Agent shall deliver any amounts so specified to, or upon the order of, the Agency.

ARTICLE IV

COVENANTS; REPRESENTATIONS

Section 4.01 **No Arbitrage.** The Agency shall not take, nor permit to be taken by the Issuing and Paying Agent or otherwise, any action which, if such action had been reasonably expected to have been taken or had been deliberately and intentionally taken on the date of the issuance of any Tax-Exempt Notes, would have caused such Tax-Exempt Notes to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Regulations. To that end, the Agency will comply with all requirements of Section 148 of the Code to the extent applicable to the Tax-Exempt Notes. In the event that at any time the Agency is of the opinion that for purposes of this Section 4.01 it is necessary to restrict or to limit the yield on the investment of any moneys held

under this Agreement, the Agency shall take such action as may be necessary in accordance with such opinion.

Section 4.02 **Rebate to United States**. The Agency will pay or cause to be paid to the United States Government the amounts required by Section 148(f) of the Code and any Regulations promulgated thereunder at the times required thereby. To further the satisfaction of such rebate requirement, there is hereby created, to be held by the Issuing and Paying Agent as a separate fund for the Tax-Exempt Notes distinct from all other funds and accounts held by the Issuing and Paying Agent under this Agreement, a fund designated as the “Rebate Fund.” The Issuing and Paying Agent shall hold any payments received from the Agency for deposit into the Rebate Fund for purposes of ultimate rebate to the United States, all as more particularly described in the Tax Certificate. Pending payment to the United States, moneys held in the Rebate Fund are hereby pledged to secure such payments to the United States as provided herein and in the Tax Certificate, and neither the Agency, the Holders nor any other person shall have any rights in or claim to such moneys. The Issuing and Paying Agent shall invest all amounts held in the Rebate Fund as directed in writing by an Authorized Agency Representative in Nonpurpose Investments (as defined in the Tax Certificate), as directed by the Agency in the Tax Certificate.

Computations of the rebate amount and all calculations under this Section and the Tax Certificate shall be furnished by or on behalf of the Agency. The Issuing and Paying Agent shall be deemed conclusively to have complied with the provisions of this Section if it follows the payment directions of the Authorized Agency Representative. The Issuing and Paying Agent shall have no liability or responsibility to enforce compliance by the Agency with the Tax Certificate. The Issuing and Paying Agent shall have no obligation to pay any amounts required to be rebated pursuant to this Section, other than from moneys required to be held in the funds and accounts created under this Agreement, including the Rebate Fund, or from other moneys provided to it by the Agency.

The Agency and the Issuing and Paying Agent shall keep and retain, for a period of three (3) years following the retirement of the Tax-Exempt Notes, records of the determinations made pursuant to this Section 4.02.

In order to provide for the administration of this Section 4.02, the Agency may provide for the engagement of independent attorneys, accountants and consultants, who shall be selected by the Agency with reasonable care and compensated on such reasonable basis as the Agency may deem appropriate, and the Issuing and Paying Agent may, without further investigation, rely conclusively upon the opinions, calculations, determinations and advice of such attorneys, accountants and consultants engaged hereunder.

Section 4.03 **Tax Covenant**. The Agency shall not use or knowingly permit the use of any proceeds of the Commercial Paper Notes or any other funds of the Agency, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the Tax-Exempt Notes being treated as an obligation not described in Section 103(a) of the Code. Without limiting the generality of the foregoing, the Agency will comply with all the requirements and covenants contained in the Tax Certificate. This covenant shall survive the payment in full or defeasance of the Commercial Paper Notes.

Section 4.04 **Letter of Credit**. The Agency hereby covenants to maintain in effect a Letter of Credit or an Alternate Facility meeting the requirements hereof at all times that Commercial Paper Notes are Outstanding hereunder.

Section 4.05 **Representations and Warranties of The Agency**. The Agency hereby warrants and represents to Issuing and Paying Agent, and, each request to issue Commercial Paper Notes shall constitute the Agency's continuing warranty and representation, as follows:

(a) This Agreement is, and all Commercial Paper Notes delivered to the Issuing and Paying Agent pursuant to this Agreement will be, duly authorized, executed and delivered by the Agency. The Issuing and Paying Agent's appointment to act for the Agency hereunder is duly authorized by the Agency.

(b) The issuance and delivery of the Commercial Paper Notes will not violate any state or federal law and the Commercial Paper Notes do not require registration under the Securities Act of 1933, as amended.

(c) This Agreement constitutes, and the Commercial Paper Notes, when completed, countersigned, and delivered pursuant hereto, will constitute, the Agency's legal, valid and binding obligations enforceable against the Agency in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally and by general principles of equity.

(d) The Agency has, and at all relevant times has had, all necessary power and authority to execute, deliver and perform this Agreement and to issue the Commercial Paper Notes.

(e) The Agency has taken all actions which are required for the authorization of the issuance of the Commercial Paper Notes, and for the authorization, execution, delivery and performance of this Agreement, and such actions do not require the approval or consent of any holder or trustee of any indebtedness or obligations of the Agency.

(f) The issuance of Commercial Paper Notes by the Agency (i) does not and will not contravene any provision of any governmental law, regulation or rule applicable to the Agency, and (ii) does not and will not conflict with, breach or contravene the provisions of any contract or other instrument binding upon the Agency.

(g) Each Issuance Request given to the Issuing and Paying Agent in accordance with Section 2.04 hereof shall constitute a representation and warranty by the Agency that the issuance and delivery of such Commercial Paper Note(s) have been duly and validly authorized by the Agency.

ARTICLE V

PLEDGE OF AVAILABLE TRANSPORTATION SYSTEM REVENUES

Section 5.01 **Pledge of Available Transportation System Revenues; Trust Estate**. Principal and interest payments on the Commercial Paper Notes shall be secured by a pledge of, first lien on and security interest in, and, to the extent not paid from proceeds from the sale of

Commercial Paper Notes or proceeds of draws on the Letter of Credit, shall be paid exclusively from, the Available Transportation System Revenues. Additionally, the payment of all Obligations under the Reimbursement Agreement and the Fee Agreement are hereby secured by a pledge of, first lien and security interest in the Available Transportation System Revenues on parity with the lien on Available Transportation System Revenues securing the Commercial Paper Notes. The Available Transportation System Revenues deposited in the Enterprise Account established under the Senior Lien Revenue Bonds Indenture shall constitute a trust fund for the security and payment of the principal amount of and interest on the Commercial Paper Notes and obligations to the Bank under the Reimbursement Agreement and the Fee Agreement, on a *pari passu* basis; *provided, however*, that the lien on such trust fund shall be subordinate at all times to the lien on the Pledged Revenues established under the Senior Lien Revenue Bonds Indenture for the benefit of the holders of the Senior Lien Revenue Bonds. The Agency hereby grants a first lien and charge on and security interest in, assigns, transfers, pledges and grants and conveys to the Holders and the holders of any other Parity Obligations and the Bank with respect to Obligations under the Reimbursement Agreement and the Fee Agreement, the following property:

(a) amounts on deposit from time to time in the Funds and Accounts created pursuant to this Issuing and Paying Agent Agreement, including the earnings thereon, subject to the provisions of this Issuing and Paying Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, provided, however, that the duties and obligations of the Issuing and Paying Agent under this Agreement are solely to the Agency;

(b) amounts constituting Available Transportation System Revenues in the Enterprise Account or otherwise available; and

(c) any and all other property of any kind from time to time conveyed, pledged, assigned or transferred, as and for additional security hereunder for the Commercial Paper Notes.

The pledge of the Available Transportation System Revenues and other moneys and property described above shall be irrevocable until all of the Commercial Paper Notes have been paid and retired and all obligations of the Agency hereunder, under the Reimbursement Agreement and the Fee Agreement, without priority or distinction of one over the other, except as expressly provided hereunder, have been met. Such pledge shall be valid and binding from and after the date hereof and all Available Transportation System Revenues shall immediately be subject to the lien of such pledge as and when received by the Agency, without any physical delivery thereof or further act, and the lien of any such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Agency.

All Commercial Paper Notes issued hereunder and at any time Outstanding shall be equally and ratably secured with all Parity Obligations, with the same right, lien, preference and priority with respect to Available Transportation System Revenues, without preference, priority or distinction on account of the date or dates or the actual time or times of the issuance or maturity thereof or otherwise. Notwithstanding the foregoing, amounts drawn under the Letter of Credit or an Alternate Facility with respect to particular Commercial Paper Notes and all other amounts held in Funds or Accounts established with respect to particular Commercial Paper Notes pursuant to the provisions hereof shall be applied solely to make payments on such particular Commercial Paper Notes.

The Commercial Paper Notes are special, limited obligations of the Agency payable solely from Available Transportation System Revenues of the Agency, from moneys held in certain Funds and Accounts established hereunder, and draws on the Letter of Credit or an Alternate Facility. The General Fund of the City is not liable for the payment of principal or interest on the Commercial Paper Notes, and neither the credit nor the taxing power of the City is pledged to the payment of principal or interest on the Commercial Paper Notes. The Commercial Paper Notes are not secured by a legal or equitable pledge of, or charge, lien, or encumbrance upon, any of the property of the City or of the Agency or any of its income or receipts, except Available Transportation System Revenues as provided herein.

ARTICLE VI

ISSUING AND PAYING AGENT; DEALER

Section 6.01 **Appointment of Issuing and Paying Agent.** The Agency hereby appoints U.S. Bank National Association to serve as Issuing and Paying Agent hereunder. The Issuing and Paying Agent hereby accepts such appointment and hereby agrees to hold such funds, and fulfill such other duties of the Issuing and Paying Agent as more fully set forth in this Agreement. The Agency acknowledges that (i) the Issuing and Paying Agent has previously entered into a commercial paper certificate agreement (the “Certificate Agreement”) with DTC, a copy of which is on file with the Agency and the Issuing and Paying Agent, and (ii) the continuing effectiveness of the Certificate Agreement is a necessary prerequisite to the Issuing and Paying Agent’s provision of services related to the issuance and payment of the Commercial Paper Notes while the Commercial Paper Notes are in book-entry only form and DTC is the Note Depository.

Section 6.02 **Reports and Records.**

(a) The Issuing and Paying Agent shall at all times keep or cause to be kept proper books and records, as shall be consistent with prudent industry practice, in which complete and accurate entries shall be made of all transactions, including without limitation a complete record of all Issuance Requests, made by it relating to the proceeds of the Commercial Paper Notes and all Funds and Accounts established and maintained by the Issuing and Paying Agent hereunder. Such records shall be available for inspection by the Agency, the City and the Bank on each Business Day upon reasonable notice during reasonable business hours and by any Commercial Paper Noteholder or its agent or representative duly authorized in writing at reasonable hours upon reasonable notice.

(b) The Issuing and Paying Agent shall provide to the Agency each month a report of the amounts deposited in each Fund and Account held by it under this Agreement and the amount disbursed from such Funds and Accounts, the earnings thereon, if any, the ending balance in each such Fund and Account, and the investments in each such Fund and Account. The Issuing and Paying Agent shall also make available to the Agency such information regarding the issuance of Commercial Paper Notes during the subject month as the Agency shall reasonably request.

(c) The Issuing and Paying Agent shall maintain such books, records, and accounts as may be necessary to evidence the obligations of the Agency resulting from the

Commercial Paper Notes, the principal amounts owing thereunder, the maturity schedule therefor, the respective rates of interest thereon and the principal and interest paid from time to time thereunder. So long as the Commercial Paper Notes are in book-entry form, in any legal action or proceeding with respect to a master note, the entries made in such books, records or accounts shall be, absent manifest error, conclusive evidence of the existence and the amounts of the obligations of the Agency therein recorded.

Section 6.03 **Duties**. The Issuing and Paying Agent's duties and responsibilities in connection with the payment of the Commercial Paper Notes shall include:

- (a) upon presentment at maturity of a Commercial Paper Note, to pay the principal of and interest on the Commercial Paper Note to the Holder thereof;
- (b) to make the necessary and timely drawings under the Letter of Credit in accordance with the terms and provisions thereof in order to effectuate the timely payment of principal of and interest on the Commercial Paper Notes as the same becomes due;
- (c) to credit amounts received from the Agency and the Dealers for reimbursement of the Bank for draws on the Letter of Credit to the Debt Service Account;
- (d) to credit amounts received from the Bank as a result of drawings under the Letter of Credit to the Letter of Credit Proceeds Account;
- (e) to keep amounts on deposit in the Letter of Credit Proceeds Account separate from all other funds and accounts of the Issuing and Paying Agent and to utilize such amounts in accordance with the terms hereof; and
- (f) the Issuing and Paying Agent agrees that it will not consent to the reduction of the Stated Amount of the Letter of Credit below the amount of Commercial Paper Notes outstanding.

The Issuing and Paying Agent shall have no obligation to pay amounts due on the Commercial Paper Notes at their maturity other than from funds received by the Issuing and Paying Agent from the Agency or the Bank pursuant to draws made on the Letter of Credit.

Section 6.04 **Compensation**. The Agency agrees to pay compensation for the Issuing and Paying Agent's services hereunder in accordance with the Issuing and Paying Agent's fee schedule, as amended from time to time (with notice to and the consent of the Agency), and to reimburse the Issuing and Paying Agent for such disbursements (including the reasonable fees and expenses of counsel). The Issuing and Paying Agent's fee schedule is attached hereto as . The Agency shall also reimburse the Issuing and Paying Agent for any fees and charges imposed by the Note Depository with respect to Commercial Paper Notes issued in book-entry form as set forth in the fee schedule. The Issuing and Paying Agent shall have no lien on Commercial Paper proceeds, on any unreimbursed draw on the Letter of Credit or on any Advance outstanding under the Reimbursement Agreement for payment of its compensation hereunder.

Section 6.05 **Liability**. The Issuing and Paying Agent's duties and obligations shall be determined by the express provisions of this Agreement, and Issuing and Paying Agent and Issuing

and Paying Agent's agents shall be responsible for the performance of only such duties and obligations as are specifically set forth herein and therein, and no implied duties or covenants shall be read into any such document against Issuing and Paying Agent and Issuing and Paying Agent's agents. The Agency agrees to indemnify the Issue and Paying Agent to the fullest extent permitted by law, and that the Issuing and Paying Agent shall not be liable for any losses, damages, liabilities or costs suffered or incurred by the Agency as a result of: (a) the Issuing and Paying Agent's having duly executed Issuance Requests in good faith in accordance therewith and with this Agreement; (b) the Issuing and Paying Agent's improperly executing or failing to execute any Issuance Requests because of erroneous Issuance Requests, failure of communications media, or any other circumstances beyond the Issuing and Paying Agent's control; (c) the actions or inactions of DTC or any broker, dealer, consignee or agent not selected by the Issuing and Paying Agent; or (d) any other acts or omissions of the Issuing and Paying Agent relating to this Agreement or the transactions or activities contemplated hereby except to the extent, if any, that such other acts or omissions constitute gross negligence or willful misconduct by the Issuing and Paying Agent. This Section 6.05 shall survive any termination of this Agreement and the issuance and payment of any Commercial Paper Notes. The Issuing and Paying Agent shall not be liable for any action taken or omitted by it in good faith except when, and to the extent that, a court of competent jurisdiction determines that the Issuing and Paying Agent's gross negligence or willful misconduct was the cause of any loss to Agency.

Section 6.06 **Additional Information**. Upon the reasonable written request of the Agency, the City or the Bank, as applicable, the Issuing and Paying Agent agrees promptly to provide the Agency, the City or the Bank as agreed upon by the Agency, as applicable, with information with respect to the Commercial Paper Notes issued and paid hereunder. Such request shall be in written form and shall include the principal amount, date of issue, maturity date, interest rate and amount of interest, as applicable, of each Commercial Paper Note which has been issued or paid by the Issuing and Paying Agent and for which the request is being made.

Section 6.07 **Resignation and Replacement of Issuing and Paving Agent**. The Issuing and Paying Agent may at any time resign and be discharged of the duties and obligations created by this Agreement by giving at least 30 days' written notice to the Bank, the City and the Agency. The Issuing and Paying Agent may be removed, with the written consent of the Bank, which consent shall not be unreasonably withheld, at any time by an instrument signed by an Authorized Agency Representative and filed with the Issuing and Paying Agent and the Bank. No such resignation or removal shall become effective, however, until a successor Issuing and Paying Agent has been selected by the Agency with the consent of the Bank (which such consent shall not be unreasonably withheld) and assumed the duties of the Issuing and Paying Agent hereunder and under the Reimbursement Agreement. The Agency will use its best efforts to at all times maintain a Issuing and Paying Agent that is reasonably acceptable to the Bank.

In the event of the resignation or removal of the Issuing and Paying Agent, the Issuing and Paying Agent shall transfer, assign and deliver to the Agency the Letter of Credit and any moneys held by it in such capacity to its successor.

The Issuing and Paying Agent shall, at all times, be a bank or trust company having an office in New York, New York and shall at all times be a corporation or a national banking association organized and doing business under the laws of the United States of America or of any

State with a combined capital and surplus of at least \$50,000,000 and authorized under such laws to exercise corporate trust powers and be subject to supervision or examination by federal or state authority. If such corporation or national banking association publishes reports of condition at least annually pursuant to law or the requirements of such authority, then for the purposes of this section, the combined capital and surplus of such corporation or national banking association shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Any corporation or national banking association into which any Issuing and Paying Agent may be merged or converted or with which it may be consolidated, or any corporation or national banking association resulting from any merger, consolidation or conversion to which any Issuing and Paying Agent shall be a party, or any corporation or national banking association succeeding to the corporate trust business of any Issuing and Paying Agent shall be the successor of the Issuing and Paying Agent if such successor corporation or national banking association is otherwise eligible under this Section, without the execution or filing of any further act on the part of the Issuing and Paying Agent or such successor corporation or national banking association.

Section 6.08 **Dealers**. The Agency hereby agrees that, at or prior to the time of issuance of any Commercial Paper Notes, the Agency will enter into a Dealer Agreement with each Dealer. The Agency covenants that at all times prior to the Commitment Expiration Date, it will maintain in effect one or more Dealer Agreements, pursuant to which each Dealer will agree to fulfill the duties and obligations of the Dealer as set forth in this Agreement and its Dealer Agreement.

Section 6.09 **Compliance with City Requirements**. The Issuing and Paying Agent hereby agrees to comply with the City's requirements as set forth in .

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF COMMERCIAL PAPER NOTEHOLDERS

Section 7.01 **Events of Default**. Each of the following shall constitute an "Event of Default":

- (a) if default shall be made in the due and punctual payment of the principal of any Commercial Paper Notes when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;
- (b) if default shall be made in the due and punctual payment of any installment of interest on any Commercial Paper Notes when and as such interest installment shall become due and payable;
- (c) if material default shall be made by the Agency in the performance or observance of any other of the material covenants, agreements or conditions on its part in this Issuing and Paying Agent Agreement or in the Commercial Paper Notes contained, and such material default shall have continued for a period of sixty (60) days after written notice thereof, specifying such material default and requiring the same to be remedied, shall have been given to the Agency by the Issuing and Paying Agent; or

(d) if the Bank shall have declared an Event of Default under the Reimbursement Agreement.

If the Bank becomes insolvent or for any reason fails to honor a properly presented and conforming drawing under the Letter of Credit or Alternate Facility and there is a default in the payment of principal or interest on the Commercial Paper Notes as provided in subsections (a) or (b) above, the Issuing and Paying Agent shall declare the principal of the Commercial Paper Notes Outstanding and the interest accrued thereon to be due and payable immediately, whereupon the same shall become and shall be immediately due and payable, anything in this Agreement or in the Commercial Paper Notes or in the Reimbursement Agreement contained to the contrary notwithstanding.

Upon the Issuing and Paying Agent's receipt the Bank's declaration of an Event of Default as described in subsection (d) above and a Final Drawing Notice, the Issuing and Paying Agent shall draw on the Letter of Credit no later than one (1) Business Day prior to the 15th day after receipt of such Final Drawing Notice in an amount at least equal to the principal of and interest accrued and to accrue until the scheduled maturity date on all outstanding Commercial Paper Notes. The Issuing and Paying Agent shall deposit such amounts in the Letter of Credit Proceeds Account and shall pay the principal and interest on Commercial Paper Notes as they come due.

Upon the Issuing and Paying Agent's receipt from the Agency or the Bank of a written notice identified therein as a No Issuance Notice, the Issuing and Paying Agent shall promptly discontinue the issuance of Commercial Paper Notes. After the receipt of a No Issuance Notice, the Issuing and Paying Agent may resume the issuance of the Commercial Paper Notes only upon receipt of prior written notice from the Bank that the No Issuance Notice has been rescinded.

Section 7.02 **Suits at Law or in Equity and Mandamus.** In case one or more Events of Default shall occur, then and in every such case, subject to Section 7.04 hereof, any Holder of any Commercial Paper Note at the time Outstanding and the Bank shall be entitled to proceed to protect and enforce such Holder's rights or the Bank's rights, as the case may be, by such appropriate judicial proceeding as such enforcer shall deem most effectual to protect and enforce any such right, whether by mandamus or other suit or proceeding at law or in equity, for the specific performance of any covenant or agreement contained in this Agreement, or in aid of the exercise of any power granted in this Agreement, or to enforce any other legal or equitable right. The provisions of this Agreement shall be a contract with the Bank and with each and every Holder of Commercial Paper Notes, and the duties of the Agency and of the Board shall be enforceable by the Bank (subject to Section 7.04 hereof) or any Commercial Paper Noteholder by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.

Section 7.03 **Remedies Not Exclusive.** No remedy herein conferred upon the Bank or the Holders of Commercial Paper Notes is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised at any time or from time to time, and as often as may be necessary, by the Bank (subject to Section 7.04 hereof) or the Holder of any one or more of the Commercial Paper Notes.

Section 7.04 **Bank to Control Remedies**. So long as the Bank is not insolvent and has not failed to honor a properly presented and conforming drawing under the Letter of Credit, no remedy under this Agreement with respect to the Commercial Paper Notes may be pursued without the prior written consent of the Bank. The Bank shall have the right to direct the Issuing and Paying Agent to pursue any right, power, or remedy available under this Agreement.

Section 7.05 **Waiver of Events of Default**. No Event of Default with respect to the Commercial Paper Notes shall be waived pursuant to Section 7.04 unless after such waiver the Letter of Credit shall have been reinstated and shall be in full force and effect.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 **Supplemental Agreements**. The Agency may modify or amend this Agreement and the rights and obligations of the Bank and the Holders of Commercial Paper Notes and the Agency hereunder at any time by a supplemental agreement, without notice to or the consent of the Bank or any Commercial Paper Noteholder, but only to make such provisions for the purpose of (i) curing any ambiguity or formal defect or omission herein, (ii) curing, correcting or supplementing any defective provision contained in this Agreement which may be inconsistent with any provision herein, or to make any other provisions with respect to matters or questions arising hereunder which shall not have a material adverse effect on the Holders or the Bank, (iii) granting or conferring upon the Holders and the Bank any additional rights, remedies, powers or authority that may be lawfully granted or conferred, (iv) securing additional revenues or providing additional security for the payment of any Commercial Paper Notes and the Bank Note, (v) complying with requirements of the Code, in order to satisfy the covenants of Section 4.01 hereof, (vi) adding requirements the compliance of which is required by a Rating Agency in connection with issuing or maintaining a rating on the Commercial Paper Notes and (vii) making any change or addition hereto which, in the opinion of Bond Counsel, shall not have a material adverse effect on the interests of the Holders or the Bank. The Agency shall also have the right to make any change or addition hereto with the consent of the Bank. The Agency shall provide a copy of any such amendment to the Bank promptly upon its execution.

Section 8.02 **Alternate Facility**. Notwithstanding anything herein to the contrary, the Agency may obtain an Alternate Facility to replace a Letter of Credit (or Alternate Facility) then in effect so long as (i) there shall be no Commercial Paper Notes outstanding on the effective date of said replacement Alternate Facility, or the maturing principal and accrued interest on all Outstanding Commercial Paper Notes shall have been fully paid with the proceeds of a draw on the Letter of Credit (or Alternate Facility) to be replaced (in which case, such replacement Alternate Facility may be utilized to support the sale of rollover Commercial Paper Notes on such substitution date), and (ii) the Expiration Date with respect to such replacement Alternate Facility shall be no earlier than the earlier of (x) six (6) months after its date, or (y) the Expiration Date set forth in the Letter of Credit (or Alternate Facility) then in effect. The following are further conditions to the Issuing and Paying Agent's ability to release an existing Letter of Credit and accept an Alternate Facility:

(a) The Agency shall deliver written notice of the proposed Alternate Facility to the Issuing and Paying Agent, the Bank, the City and each Dealer not less than 30 days prior to the substitution date.

(b) An opinion or opinions of counsel to the successor Bank shall be delivered to the effect that the Alternate Facility is a legal, valid and binding obligation of the issuing Bank and is enforceable against the Bank in accordance with its terms.

(c) An opinion of Bond Counsel shall be delivered to the Issuing and Paying Agent to the effect that the substitution of a Letter of Credit (or Alternate Facility then in effect) is authorized hereunder and will not, in and of itself, adversely affect the exclusion from gross income for federal tax purposes of interest on the Tax-Exempt Notes.

Section 8.03 **Force Majeure.** In no event shall the Issuing and Paying Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Issuing and Paying Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 8.04 **Timeliness of Deposits.** Funds shall be deemed transferred for purposes of timeliness of receipt under this Agreement when transfer instructions for transfer by federal reserve wire have been given and a federal wire number confirmation has been received; *provided* that the party to receive such funds shall not be required to take any action required to be taken hereunder with respect to such funds until it has confirmation of actual receipt of such funds.

Section 8.05 **Defeasance of Commercial Paper Notes.** Commercial Paper Notes shall be deemed to have been paid in full, and the obligation of the Agency thereunder to have ceased, terminated and become void and completely discharged and satisfied, if payment of the principal of, and interest on the Commercial Paper Notes shall have been provided for by irrevocably depositing with the Issuing and Paying Agent and irrevocably setting aside exclusively for such payment (a “Defeasance Escrow”) (i) moneys sufficient to make such payment, and/or (ii) Government Obligations, in each case, in an amount sufficient, with reinvestment, to pay when due the principal amount of the Commercial Paper Notes, including accrued interest thereon; provided, that such Defeasance Escrow shall be funded solely by a draw on the Letter of Credit or the Issuing and Paying Agent shall have received an opinion of counsel to the effect that the moneys funding such Defeasance Escrow would not constitute a voidable preference in the event of a bankruptcy under the United States Bankruptcy Code.

Section 8.06 **Payments or Actions Occurring on Non-Business Days.** If a payment date is not a Business Day at the place of payment or if any action required hereunder is required on a date that is not a Business Day, then payment may be made at that place on the next Business Day or such action may be taken on the next Business Day with the same effect as if payment were made or the action taken on the stated date, and no interest shall accrue for the intervening period.

Section 8.07 **Notices to Rating Agencies.** The Agency shall provide each Rating Agency, with a copy to the City, with written notice of the occurrence of the following events: (i) removal or appointment of any Dealer, (ii) the appointment of a successor Issuing and Paying Agent, (iii) amendments to this Agreement or the Letter of Credit, (iv) the expiration, termination, substitution or extension of a Letter of Credit, and (v) the defeasance or acceleration of all Outstanding Commercial Paper Notes. Notice to Moody's shall be addressed as follows (or as provided in any subsequent notice to the Agency) Moody's Investors Service, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, Attention: Public Finance Group; notice to Fitch shall be addressed as follows (or as provided in any subsequent notice to the Agency) to Fitch Ratings, Inc., One State Street Plaza, New York, New York 10004, Attention: Municipal Structured Finance; and notice to Standard and Poor's shall be addressed as follows (or as provided in any subsequent notice to the Agency) Standard and Poor's, 55 Water Street, 38th Floor, New York, New York 10041, Attention: Public Finance Structured Group, email address: pubfin_structured@standardandpoors.com.

Section 8.08 **Issuance Requests: Addresses.** Issuance Requests hereunder shall be (a) mailed, (b) telephoned, (c) transmitted by facsimile device, and/or (d) transmitted via the System described in Section 2.04(d) hereof to the Issuing and Paying Agent at the address, telephone number, facsimile number specified below or through the System and shall be deemed delivered upon receipt by the Issuing and Paying Agent at the address, telephone number, facsimile number and/or email address specified below or through the System.

U.S. Bank National Association
100 Wall Street, 16th Fl.
New York, NY 10005
Attn: Commercial Paper Operations
Telephone: 212-951-8508
Facsimile: 212-509-4529
Email address: mmi.processing@usbank.com

All notices, requests, demands, and other communications hereunder (excluding any No-Issuance Notices, Final Drawing Notices and Issuance Requests) shall be in writing and shall be deemed to have been duly given (a) upon delivery by hand (against receipt), or (b) three days after such notice, request, demand, or other communication is delivered to a United States Post Office certified mail (against receipt) or by regular mail (upon receipt) to the party or by national overnight courier service and at the address set forth below or at such other address as a party may designate by written notice:

If to the Agency:

San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 7th Floor
San Francisco, California 94103
Attention: Chief Financial Officer
Telephone: (415) 701-4617
Facsimile: (415) 701-4725
and

City and County of San Francisco
Office of Public Finance
Attention: Director of Public Finance
City Hall, Room 336
San Francisco, California 94102
Telephone: (415) 554-4862
Facsimile: (415) 554-4864

If to the Dealers: As set forth in the Dealer Agreement.

If to the Issuing and Paying Agent: US Bank Corporate Trust Services
100 Wall Street 16th Floor
New York, NY 10005
Attn: Corporate Trust Services
Telephone: (212) 361-6151
Facsimile: (212)361-6153

If to the Bank: Sumitomo Mitsui Banking Corporation
277 Park Avenue, 4th Floor
New York, New York 10172
Attention: Head of Public Infrastructure Finance
North America
Telephone: (212) 224-4000
Facsimile: (212) 224-5227
E-mail: NYPublicFinance@smbcgroup.com

With a copy to: Sumitomo Mitsui Banking Corporation
277 Park Avenue
New York, New York 10172
Attention: Trade Credit Services Department
Telephone: (212) 224-4000
Facsimile: (212) 224-4566
E-mail: trade_credit_svc@smbcgroup.com

Notwithstanding the foregoing, any notices required to be sent or received under the Reimbursement Agreement shall be sent and received as provided therein.

Section 8.09 **Patriot Act**. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Issuing and Paying Agent, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Issuing and Paying Agent. The parties to this Agreement agree that they will provide the Issuing and Paying Agent with such information as it may request in order for the Issuing and Paying Agent to satisfy the requirements of the U.S.A. Patriot Act.

Section 8.10 **Governing Law**. This Agreement shall be governed and interpreted in accordance with the laws of the State of California.

Section 8.11 **Assignment; Issuing and Paying Agent's Successor in Interest.** This Agreement may not be assigned by either the Agency or the Issuing and Paying Agent except by a writing or writings duly executed by the duly authorized representatives of the Agency and the Issuing and Paying Agent and approved in writing by the Bank (which approval shall not be unreasonably withheld). Anything in this Agreement to the contrary notwithstanding, any corporation or national banking association into which the Issuing and Paying Agent may be merged or converted or with which it may be consolidated, or any corporation or national banking association resulting from any merger, consolidation or conversion to which the Issuing and Paying Agent shall be a party, or any corporation or national banking association succeeding to the corporate trust business of the Issuing and Paying Agent shall be the successor of the Issuing and Paying Agent if such successor corporation or national banking association is otherwise eligible under Section 6.07 hereof, without the execution or filing of any document or any further act on the part of the Issuing and Paying Agent or such successor corporation or national banking association.

Section 8.12 **Term.** The initial term of this Agreement shall be from the date first written above through February __, 2023. The initial term of this Agreement may be extended by written instrument signed by the parties hereto, provided that such extension is authorized by resolutions of SFMTA and the City relating to the Commercial Paper Notes. SFMTA shall use its best efforts to notify the Issuing and Paying Agent of its intent to terminate or extend this Agreement at least sixty (60) days prior to such termination or extension.

Section 8.13 **Complete Agreement.** This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and all prior agreements, understandings, representations, statements, promises, inducements, negotiations and undertakings between the parties with respect to said subject matter are superseded hereby.

Section 8.14 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 8.15 **Section Headings.** Section headings in this Agreement are for convenience of reference only, shall not constitute part of this Agreement and shall not be used to continue the meaning or intent of the provisions hereof.

Section 8.16 **Waiver of Set-Off, Offset Lien or Counterclaims.** The Issuing and Paying Agent hereby waives to the fullest extent possible under applicable law any and all rights of setoff, offset, lien or counterclaim it may have with respect to any amounts held by it in the Letter of Credit Proceeds Account and the Debt Service Account by reason of any claim it may have against the Agency, the Bank or any other person.

Section 8.17 **Benefit of Agreement.** This Agreement is solely for the benefit of the parties hereto, the Bank and the owners of the Commercial Paper Notes, and no other person shall acquire or have any right under or by virtue hereof.

Section 8.18 **Covenant of Further Assurances.** It is hereby covenanted and warranted by the Agency that all representations and recitals contained in this Agreement are true and correct and that the Agency, and their appropriate officials, have duly taken all proceedings necessary to be taken by them, and will take any additional proceedings necessary to be taken by them, for collection of Available Transportation System Revenues in accordance with law and for carrying out the provisions of this Agreement.

Section 8.19 **Waiver of Personal Liability.** No officer or employee of the Agency shall be individually or personally liable for the payment of the Commercial Paper Notes, but nothing contained herein shall relieve any officer or employee of the Agency from the performance of any official duty provided by any applicable provision of law or hereby.

Section 8.20 **Acquisition of the Commercial Paper Notes by the Agency.** All Commercial Paper Notes acquired by the Agency, whether by purchase or gift or otherwise, may be surrendered to the Issuing and Paying Agent for cancellation.

Section 8.21 **Notice by Mail.** With respect to Commercial Paper Notes, any notice required to be given hereunder by mail to the Holders shall be given by mailing a copy of such notice, first-class postage prepaid, to the Holders of all the Commercial Paper Notes at their addresses appearing in the books required to be kept by the Issuing and Paying Agent pursuant to the provisions of this Agreement, provided however, that the Commercial Paper Notes are not held by DTC.

Section 8.22 **Partial Invalidity.** If any one or more of the conditions, covenants or terms contained herein or required herein to be observed or performed by or on the part of the Agency, the Issuing and Paying Agent or the Bank shall be contrary to law, then such condition or conditions, such covenant or covenants, or such term or terms shall be null and void and shall be deemed separable from the remaining conditions, covenants and terms hereof and shall in no way affect the validity hereof or of the Commercial Paper Notes, and the Holders and the Bank shall retain all the benefit, protection and security afforded to them hereunder and under all provisions of applicable law. The Agency declares that it would have executed and delivered this Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the execution and delivery of the Commercial Paper Notes pursuant hereto irrespective of the fact that any one or more of the articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 8.23 **Reference to the Bank.** Notwithstanding any provisions contained herein to the contrary, after the expiration or termination of a Letter of Credit, by its terms (or if a Bank shall have failed to honor a properly presented and conforming draw under the Letter of Credit), and after all obligations owed to a Bank under the Reimbursement Agreement and Fee Agreement (other than the right to indemnification and other rights which purport to survive satisfaction of present payment obligations) have been paid in full or discharged, all references to the Bank contained herein shall be null and void and of no further force and effect.

Section 8.24 **SPANS Online.**

(a) The Agency and each Authorized Representative may use the U.S. Bank Securities Processing Automated Notes System Online (“SPANS Online”) instruction and reporting communication service to transmit instructions to the Issuing and Paying Agent or obtain reports with respect to the Commercial Paper Notes. The Agency may, by separate agreement between the Agency and one or more of its Authorized Agency Representatives or representatives of the Dealer, authorize the Authorized Agency Representatives or representative of the Dealer to directly access SPANS Online for the purposes of transmitting instructions to the Issuing and Paying Agent or obtaining reports with respect to the Commercial Paper Notes. the Agency acknowledges that (i) some or all of the services utilized in connection with SPANS Online are furnished by SS&C Technologies, Inc. (“SS&C”), (ii) SPANS Online is provided to the Agency “AS IS” without warranties or representations of any kind whatsoever, and (iii) SPANS Online is proprietary and confidential property disclosed to the Agency in confidence and may be utilized only on the SPANS Online Terms and Conditions as set forth in the SPANS Online website and for purposes set forth in this Agreement.

(b) To permit the use of SPANS Online to transmit instructions and/or obtain reports with respect to the Notes, the Issuing and Paying Agent will supply the Agency with a customer identification number and initial passwords. The Agency may thereafter change its passwords directly through SPANS Online. The Agency will keep all information relating to its identification number and passwords strictly confidential and will be responsible for the maintenance of adequate security over its customer identification number and passwords. Instructions transmitted over SPANS Online and received by the Issuing and Paying Agent pursuant to this Agreement shall be deemed conclusive evidence that such instructions are correct and complete and that the issuance or redemption of the Commercial Paper Notes directed thereby has been duly authorized by the Agency.

[Remainder of page left intentionally blank.]

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

U.S. BANK NATIONAL ASSOCIATION,
as Issuing and Paying Agent

By: _____
Authorized Officer

SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

By: _____
Edward D. Reiskin
Director of Transportation

Approved as to Form:

DENNIS J. HERRERA
City Attorney of the
City and County of San Francisco

By: _____
Deputy City Attorney

EXHIBIT A-1

FORM OF TAX-EXEMPT COMMERCIAL PAPER NOTE

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

COMMERCIAL PAPER NOTES

SERIES A-1 (TAX-EXEMPT)

Principal Sum: Not to Exceed \$100,000,000 Outstanding When Combined With Taxable Commercial Paper Notes

No.: _____

Dated Date: _____

Principal Amount: _____

Maturity Date: _____

Interest to Maturity: _____

Number of Days: _____

Due at Maturity: _____

Interest Rate (%): _____

Place of Payment: _____

Payee: _____

The SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY, duly constituted and established under Article VIIIA of the Charter of the City and County of San Francisco (hereinafter called the "Agency"), for value received, hereby promises to pay (but only out of the Available Transportation System Revenues hereinafter referred to) to the registered owner hereinabove named or registered assigns, the principal amount, together with unpaid accrued interest thereon, if any, on the maturity date of each obligation identified on the records of Agency (the "Underlying Records") as being evidenced by this Master Commercial Paper Note, which Underlying Records are maintained by U.S. Bank National Association, as Issuing and Paying Agent (the "Issuing and Paying Agent"). Interest shall be calculated on the basis of the actual number of days elapsed and a year consisting of 365 or 366 days, as applicable, at the rate specified on the Underlying Records. Payments shall be made solely from Available Transportation System Revenues (as defined in the Agreement referred to hereinafter) and draws on the Letter of Credit or any Alternate Facility to the registered owner stated hereinabove from the Issuing and Paying Agent without the necessity of presentation and surrender of this Master Commercial Paper Note.

This Master Commercial Paper Note is one of a duly authorized issue of San Francisco Municipal Transportation Agency Commercial Paper Notes (hereinafter called the "Commercial Paper Notes") of the series and designation indicated on the face hereof. Said authorized issue of Commercial Paper Notes is limited in aggregate principal amount and consists of multiple series of varying denominations, dates, maturities, interest rates and other provisions, as in the Agreement hereinafter mentioned provided, all obligations issued and to be issued pursuant to the

provisions of the Charter of the City and County of San Francisco, and all laws of the State of California supplemental thereto, including Section 8A.102 of the Charter and Ordinance No. 57-12 adopted by the Board of Supervisors of the City (the "Board") on April 17, 2012 and signed by Mayor Edwin M. Lee on April 19, 2012, and codified as Chapter 43, Article XIII, Sections 43.13.1 through 43.13.8 of the San Francisco Administrative Code (the "Act"). This Master Commercial Paper Note has been issued pursuant to the Amended and Restated Issuing and Paying Agent Agreement (the "Agreement"), dated as of September 1, 2013, as amended and restated as of April 1, 2018, by and between the Agency and the Issuing and Paying Agent, which Agreement provides for the issuance of the Commercial Paper Notes. This Master Commercial Paper Note evidences a series of Commercial Paper Notes designated as the "San Francisco Municipal Transportation Agency Commercial Paper Notes Series A-1 (Tax-Exempt)," the aggregate principal amount of which is limited to \$100,000,000.

Reference is hereby made to the Agreement for a description of the terms on which the Commercial Paper Notes are issued and to be issued, the provisions with regard to the nature and extent of the Available Transportation System Revenues, as that term is defined in the Agreement, and the rights of the registered owners of the Commercial Paper Notes; and all the terms of the Agreement are hereby incorporated herein and made a contract between the Agency and the registered owner from time to time of this Master Commercial Paper Note, and to all the provisions thereof the registered owner of this Master Commercial Paper Note, by its acceptance hereof, consents and agrees.

This Master Commercial Paper Note, including the interest hereon, together with all other Commercial Paper Notes, and the interest thereon, issued under the Agreement (and to the extent set forth in the Agreement), is payable from, and is secured by a charge and lien on, the Available Transportation System Revenues derived by the Agency from the Project (as those terms are defined in the Agreement).

The obligation of the Agency to pay the registered owners from time to time of Commercial Paper Notes shall be only from Available Transportation System Revenues. No holder of this Master Commercial Paper Note shall ever have the right to compel any exercise of the taxing power of the City and County of San Francisco to pay this Master Commercial Paper Note or the interest hereon.

At the request of the registered owner, the Agency shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Commercial Paper Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Commercial Paper Note. This Commercial Paper Note is transferable by the registered owner hereof, in person or by attorney duly authorized in writing, at the principal office of the Issuing and Paying Agent in New York, New York, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement, and upon surrender and cancellation of this Master Commercial Paper Note. Upon such transfer a new fully registered Master Commercial Paper Note without coupons, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefor.

The Agency and the Issuing and Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and the Agency and the Issuing and Paying Agent shall not be affected by any notice to the contrary.

The rights and obligations of the Agency and of the registered owners of the Commercial Paper Notes may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Agreement.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Master Commercial Paper Note, and in the issuing of this Master Commercial Paper Note, do exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California and the Charter of the City and County of San Francisco, and that this Master Commercial Paper Note, together with all other indebtedness of the Agency pertaining to the Project, is within every debt limitation and other limit prescribed by the Constitution and statutes of the State of California and said Charter, and is not in excess of the amount of Commercial Paper Notes permitted to be issued under the Agreement.

This Master Commercial Paper Note shall not be entitled to any benefit under the Agreement, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been signed by the Issuing and Paying Agent. This Master Commercial Paper Note is a valid and binding obligation of Agency.

Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY has caused this Master Commercial Paper Note to be executed in its name and on its behalf by its Director of Transportation and countersigned by its Secretary, and this Master Commercial Paper Note to be dated as of the _____ day of April, 2018.

SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

By: _____
Director of Transportation

Countersigned

Secretary

CERTIFICATE OF AUTHENTICATION

This is the Master Commercial Paper Note described in the within-mentioned Agreement.

Dated: _____, _____

U.S. Bank National Association,
as Issuing and Paying Agent

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Name, address, and Taxpayer Identification Number of Assignee)

this Master Commercial Paper Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Master Commercial Paper Note on the books of the Agency with full power of substitution in the premises.

Dated:

Signature(s) Guaranteed

Notice: The signature on this assignment must correspond with the name as written upon the face of this Master Commercial Paper Note, in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT A-2

FORM OF TAXABLE COMMERCIAL PAPER NOTE

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

COMMERCIAL PAPER NOTES

SERIES A-2 (TAXABLE)

Principal Sum: Not to Exceed \$100,000,000 When Combined With Tax-Exempt Commercial Paper Notes

The SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY, an agency duly constituted and established under Article VIIIA of the Charter of the City and County of San Francisco (hereinafter called the “Agency”), for value received, hereby promises to pay (but only out of the Available Transportation System Revenues hereinafter referred to) to the registered owner hereinabove named or registered assigns, the principal amount, together with unpaid accrued interest thereon, if any, on the maturity date of each obligation identified on the records of Agency (the “Underlying Records”) as being evidenced by this Master Commercial Paper Note, which Underlying Records are maintained by U.S. Bank National Association, as Issuing and Paying Agent (the “Issuing and Paying Agent”). Interest shall be calculated on the basis of the actual number of days elapsed and a year consisting of 365 or 366 days, as applicable, at the rate specified on the Underlying Records. Payments shall be made solely from Available Transportation System Revenues (as defined in the Agreement referred to hereinafter) and draws on the Letter of Credit or any Alternate Facility to the registered owner stated hereinabove from the Issuing and Paying Agent without the necessity of presentation and surrender of this Master Commercial Paper Note.

This Master Commercial Paper Note is one of a duly authorized issue of San Francisco Municipal Transportation Agency Commercial Paper Notes (hereinafter called the “Commercial Paper Notes”) of the series and designation indicated on the face hereof. Said authorized issue of Commercial Paper Notes is not limited in aggregate principal amount and consists of multiple series of varying denominations, dates, maturities, interest rates and other provisions, as in the Agreement hereinafter mentioned provided, all obligations issued and to be issued pursuant to the provisions of the Charter of the City and County of San Francisco, and all laws of the State of California supplemental thereto, including Section 8A.102 of the Charter and Ordinance No. 57-12 adopted by the Board of Supervisors of the City (the “Board”) on April 17, 2012 and signed by Mayor Edwin M. Lee on April 19, 2012, and codified as Chapter 43, Article XIII, Sections 43.13.1 through 43.13.8 of the San Francisco Administrative Code (the “Act”). This Master Commercial Paper Note has been issued pursuant to the Amended and Restated Issuing and Paying Agent Agreement (the “Agreement”), dated as of September 1, 2013, as amended and restated as of April 1, 2018, by and between the Agency and the Issuing and Paying Agent, which Agreement provides for the issuance of the Commercial Paper Notes. This Master Commercial Paper Note evidences a series of Commercial Paper Notes designated as the “San Francisco Municipal

Transportation Agency Commercial Paper Notes Series A-2 (Taxable),” the aggregate principal amount of which is limited to the \$100,000,000, as such terms are defined in the Agreement.

Reference is hereby made to the Agreement for a description of the terms on which the Commercial Paper Notes are issued and to be issued, the provisions with regard to the nature and extent of the Available Transportation System Revenues, as that term is defined in the Agreement, and the rights of the registered owners of the Commercial Paper Notes; and all the terms of the Agreement are hereby incorporated herein and made a contract between the Agency and the registered owner from time to time of this Master Commercial Paper Note, and to all the provisions thereof the registered owner of this Master Commercial Paper Note, by its acceptance hereof, consents and agrees.

This Master Commercial Paper Note, including the interest hereon, together with all other Commercial Paper Notes, and the interest thereon, issued under the Agreement (and to the extent set forth in the Agreement), is payable from, and is secured by a charge and lien on, the Available Transportation System Revenues derived by the Agency from the Project (as those terms are defined in the Agreement).

The obligation of the Agency to pay the registered owners from time to time of Commercial Paper Notes shall be only from Available Transportation System Revenues. No holder of this Master Commercial Paper Note shall ever have the right to compel any exercise of the taxing power of the City and County of San Francisco to pay this Master Commercial Paper Note or the interest hereon.

At the request of the registered owner, the Agency shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Commercial Paper Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Commercial Paper Note. This Commercial Paper Note is transferable by the registered owner hereof, in person or by attorney duly authorized in writing, at the principal office of the Issuing and Paying Agent in New York, New York, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement, and upon surrender and cancellation of this Master Commercial Paper Note. Upon such transfer a new fully registered Master Commercial Paper Note without coupons, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefor.

The Agency and the Issuing and Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and the Agency and the Issuing and Paying Agent shall not be affected by any notice to the contrary.

The rights and obligations of the Agency and of the registered owners of the Commercial Paper Notes may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Agreement.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Master Commercial Paper Note, and in the issuing of this Master Commercial

Paper Note, do exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California and the Charter of the City and County of San Francisco, and that this Master Commercial Paper Note, together with all other indebtedness of the Agency pertaining to the Project, is within every debt limitation and other limit prescribed by the Constitution and statutes of the State of California and said Charter, and is not in excess of the amount of Commercial Paper Notes permitted to be issued under the Agreement.

This Master Commercial Paper Note shall not be entitled to any benefit under the Agreement, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been signed by the Issuing and Paying Agent. This Master Commercial Paper Note is a valid and binding obligation of Agency.

Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY has caused this Master Commercial Paper Note to be executed in its name and on its behalf by its Director of Transportation and countersigned by its Secretary, and this Master Commercial Paper Note to be dated as of the ____ day of April, 2018.

SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

By: _____
Director of Transportation

Countersigned

Secretary

CERTIFICATE OF AUTHENTICATION

This is the Master Commercial Paper Note described in the within-mentioned Agreement.

Dated: _____, _____

U.S. Bank National Association,
as Issuing and Paying Agent

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Name, address, and Taxpayer Identification Number of Assignee)

this Master Commercial Paper Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Master Commercial Paper Note on the books of the Agency with full power of substitution in the premises.

Dated:

Signature(s) Guaranteed

Notice: The signature on this assignment must correspond with the name as written upon the face of this Master Commercial Paper Note, in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT B-1

FORM OF TAX-EXEMPT MASTER NOTE

[Attached]

EXHIBIT B-2

FORM OF TAXABLE MASTER NOTE

[Attached]

EXHIBIT C

CERTIFICATE OF AUTHORIZED AGENCY REPRESENTATIVES

I am the Director of Transportation of the San Francisco Municipal Transportation Agency (the “Agency”) duly authorized pursuant to the Amended and Restated Issuing and Paying Agent Agreement, dated as of September 1, 2013, as amended and restated as of April 1, 2018 (the “SFMTA Issuing and Paying Agent Agreement”), between the Agency and U.S. Bank National Association relating to the San Francisco Municipal Transportation Agency Commercial Paper Notes Series A-1 (Tax-Exempt) (the “Tax-Exempt Notes”) and San Francisco Municipal Transportation Agency Commercial Paper Notes Series A-2 (Taxable) (the “Taxable Notes” and, together with the Tax-Exempt Notes, the “Commercial Paper Notes”), to appoint Authorized Agency Representatives of the Agency in connection with the issuance, from time to time, by the Agency of the Commercial Paper Notes in accordance with the SFMTA Issuing and Paying Agent Agreement. I hereby designate the following persons to act on my behalf in accordance with the SFMTA Issuing and Paying Agent Agreement and with respect to actions taken under the following agreements relating to the Commercial Paper Notes, the signatures of which persons are set forth beside their names: (i) Letter of Credit and Reimbursement Agreement relating to the Commercial Paper Notes, dated as of April __, 2018, by and between the Agency and Sumitomo Mitsui Banking Corporation, acting through its New York Branch (“SMBC”), (ii) the Fee Letter relating to the Commercial Paper Notes, dated as of April __, 2018, by and between the Agency and SMBC and (iii) the Amended and Restated Dealer Agreement, dated as of September 10, 2013, as amended and restated as of April 1, 2018, by and between the Agency and Loop Capital Markets LLC and (iv) the Amended and Restated Dealer Agreement, dated as of September 10, 2013, as amended and restated as of April 1, 2018, by and between the Agency and Morgan Stanley & Co. LLC.

<u>Designated Persons</u>	<u>Title</u>	<u>Specimen Signature</u>
Edward D. Reiskin	Director of Transportation of San Francisco Municipal Transportation Agency	_____
Sonali Bose	Chief Financial Officer of San Francisco Municipal Transportation Agency	_____
Roberta Boomer	Secretary of the Board of Directors of San Francisco Municipal Transportation Agency	_____

EXECUTED THIS April ____, 2018.

SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

By: _____

Edward D. Reiskin
Director of Transportation

EXHIBIT D

FORM OF ISSUANCE REQUEST

Date:

Request Number:

The undersigned, an Authorized Agency Representative of the San Francisco Municipal Transportation Agency (the "Agency") does hereby request U.S. Bank National Association as Issuing and Paying Agent (the "Issuing and Paying Agent") under the Amended and Restated Issuing and Paying Agent Agreement, dated as of September 1, 2013, as amended and restated as of April 1, 2018 (the Agreement") between the Agency and the Issuing and Paying Agent, to issue the Agency's Commercial Paper Notes, as follows:

- (1) Series Designation & whether Tax-Exempt or Taxable:
- (2) Dealer Name:
- (3) Date of Issuance:
- (4) Principal Amount/Purchase Price for Notes:
- (5) Term of Commercial Paper Notes:
- (6) Rate of Interest:
- (7) Amount of Interest:
- (8) Maturity (specified actual date and number of days):
- (9) Total Commercial Paper Notes outstanding (including this request and excluding any Commercial Paper Notes maturing as of even date hereof):
- (10) Amount of Utilized Credit Capacity under Letter of Credit:
- (11) Stated Amount of Letter of Credit:
- (12) Remaining Amount of Unutilized Credit Capacity under Letter of Credit:
- (13) Commitment Expiration Date:

The delivery of this Issuance Request constitutes a certification and representation of the Agency as of the date hereof as to the matters set forth in Section 2.04(d) of the Agreement.

All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement.

SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

By: _____
Authorized Agency Representative

ACKNOWLEDGED:

Secretary

ATTACHMENT A

AGENCY CERTIFICATIONS

- (i) the Letter of Credit is in full force and effect;
- (ii) after the issuance of such Commercial Paper Notes and the application of the proceeds thereof, the aggregate principal amount of Commercial Paper Notes Outstanding will not exceed the amount that at the time is authorized to be Outstanding as provided in Section 2.01(a) of the Agreement;
- (iii) the interest rates borne by the Commercial Paper Notes to be delivered on such date do not exceed the Maximum Interest Rate;
- (iv) the terms of the Commercial Paper Notes do not exceed 270 days and the maturity dates of such Commercial Paper Notes set forth in the Issuance Request do not extend beyond the Business Day immediately preceding the Commitment Expiration Date or the latest maturity date allowed by the Note Resolution;
- (v) with respect to the Tax-Exempt Notes, the facts, estimates, circumstances and representations set forth or made (as the case may be) in the Tax Certificate continue to exist and are reaffirmed on such date;
- (vi) the Agency has not been notified by Bond Counsel that their opinion with respect to the validity of the Commercial Paper Notes and, with respect to the Tax-Exempt Notes, the tax treatment of the interest thereof, delivered in connection with the initial issuance of the Commercial Paper Notes has been revised or withdrawn or, if any such revisions or withdrawal has occurred, the revised opinion or a substitute opinion acceptable to the Dealer has been delivered;
- (vii) no Event of Default has occurred and is then continuing; and
- (viii) all of the conditions precedent to the issuance of such Commercial Paper Notes set forth in Section 2.04 of the Agreement have been satisfied.

EXHIBIT E

**SCHEDULE OF FEES AND EXPENSES
FOR ISSUING AND PAYING AGENT SERVICES**

[Attached]

EXHIBIT F

CITY REQUIREMENTS

[Update]

(a) *Tropical Hardwood and Virgin Redwood Ban.* The City urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

(b) *Nondiscrimination: Penalties.*

(i) *Issuing and Paying Agent Shall Not Discriminate.* In the performance of this Agreement, the Issuing and Paying Agent agrees not to discriminate against any employee, City and County employee working with the Issuing and Paying Agent or subcontractor, applicant for employment with the Issuing and Paying Agent or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status, or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(ii) *Subcontracts.* The Issuing and Paying Agent shall incorporate by reference in all subcontracts made in fulfillment of its obligations hereunder the provisions of Sections 12B.2(a), 12B.2(c)-(k) and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. The Issuing and Paying Agent's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(iii) *Non-Discrimination in Benefits.* The Issuing and Paying Agent does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(iv) *HRC Form.* The Issuing and Paying Agent shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Agency.

(v) *Incorporation of Administrative Code Provisions by Reference.* The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. The Issuing and Paying Agent shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the San Francisco Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, the Issuing and Paying Agent understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against the Issuing and Paying Agent and/or deducted from any payments due the Issuing and Paying Agent; *provided, however*, that such damages shall not be set off against the payment of rental or other contract related to Commercial Paper Notes or other debt obligations of the City.

(c) *Limitations on Contributions.* Through execution of this Agreement, the Issuing and Paying Agent acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, including the Agency, for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (A) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (B) a candidate for the office held by such individual, or (C) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The Issuing and Paying Agent acknowledges that the foregoing restriction applies only if the contract or combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. The Issuing and Paying Agent further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of the Issuing and Paying Agent's board of directors; the Issuing and Paying Agent's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in the Issuing and Paying Agent; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by the Issuing and Paying Agent. Additionally, the Issuing and Paying Agent acknowledges that the Issuing and Paying Agent must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 of the City's Campaign and Governmental Conduct Code.

(d) *McBride Principles - Northern Ireland.* Pursuant to San Francisco Administrative Code Section 12F.5, the City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this Agreement on behalf of the Issuing and Paying Agent acknowledges and agrees that he or she has read and understood this section.

(e) *Conflict of Interest.* Through its execution of this Agreement, the Issuing and Paying Agent hereby acknowledges that it is familiar with the provision of Section 15.103 of the

City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

(f) *Earned Income Credit ("EIC") Forms.* San Francisco Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

(i) The Issuing and Paying Agent shall provide EIC Forms to each Eligible Employee at each of the following times: (A) within thirty days following the date on which this Agreement becomes effective (unless the Issuing and Paying Agent has already *provided* such EIC Forms at least once during the calendar year in which such effective date falls); (B) promptly after any Eligible Employee is hired by the Issuing and Paying Agent; and (C) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

(ii) Failure to comply with any requirement contained in the immediately preceding paragraph shall constitute a material breach by the Issuing and Paying Agent of the terms of this Agreement. If, within thirty days after the Issuing and Paying Agent receives written notice of such a breach, the Issuing and Paying Agent fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, the Issuing and Paying Agent fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

(iii) Any subcontract entered into by the Issuing and Paying Agent shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this Section.

(iv) Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

(g) *Local Business Enterprise Utilization; Liquidated Damages.*

(i) *The LBE Ordinance.* The Issuing and Paying Agent shall comply with all the requirements of the Disadvantaged Business Enterprise Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), *provided* such amendments do not materially increase the Issuing and Paying Agent's obligations or liabilities, or materially diminish the Issuing and Paying Agent's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. The Issuing and Paying Agent's willful failure to

comply with any applicable provisions of the LBE Ordinance is a material breach of the Issuing and Paying Agent's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, the Issuing and Paying Agent shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

(ii) **Compliance and Enforcement.** If the Issuing and Paying Agent willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, the Issuing and Paying Agent shall be liable for liquidated damages in an amount equal to the Issuing and Paying Agent's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$ 1,000, whichever is greatest. The Director of the City's Human Rights Agency or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against the Issuing and Paying Agent authorized in the LBE Ordinance, including declaring the Issuing and Paying Agent to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Issuing and Paying Agent's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to the San Francisco Administrative Code Section 14B.17.

By entering into this Agreement, the Issuing and Paying Agent acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. The Issuing and Paying Agent further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to the Issuing and Paying Agent on any contract with City.

The Issuing and Paying Agent agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(h) ***Drug-Free Workplace Policy.*** The Issuing and Paying Agent acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on Agency or City premises. The Issuing and Paying Agent agrees that any violation of this prohibition by the Issuing and Paying Agent, its employees, agents or assigns will be deemed a material breach of this Agreement.

(i) ***Compliance with Americans with Disabilities Act.*** The Issuing and Paying Agent acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. The Issuing and Paying Agent shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all

other applicable federal, state and local disability rights legislation. The Issuing and Paying Agent agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of the Issuing and Paying Agent, its employees, agents or assigns will constitute a material breach of this Agreement.

(j) *Sunshine Ordinance.* In accordance with San Francisco Administrative Code Section 67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between the Agency or the City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

(k) *Requiring Minimum Compensation for Covered Employees.*

(i) The Issuing and Paying Agent agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance ("MCO"), as set forth in San Francisco Administrative Code Chapter 12P ("Chapter 12P"), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of the Issuing and Paying Agent's obligations under the MCO is set forth in this Section. The Issuing and Paying Agent is required to comply with all the provisions of the MCO, irrespective of this listing of obligations in this Section.

(ii) The MCO requires the Issuing and Paying Agent to pay the Issuing and Paying Agent's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and the Issuing and Paying Agent is obligated to keep informed of the then-current requirements. Any subcontract entered into by the Issuing and Paying Agent shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is the Issuing and Paying Agent's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against the Issuing and Paying Agent.

(iii) The Issuing and Paying Agent shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

(iv) The Issuing and Paying Agent shall maintain employee and payroll records as required by the MCO. If the Issuing and Paying Agent fails to do so, it shall be presumed

that the Issuing and Paying Agent paid no more than the minimum wage required under State law.

(v) The City is authorized to inspect the Issuing and Paying Agent's job sites and conduct interviews with employees and conduct audits of the Issuing and Paying Agent.

(vi) The Issuing and Paying Agent's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Issuing and Paying Agent fails to comply with these requirements. The Issuing and Paying Agent agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for the Issuing and Paying Agent's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

(vii) The Issuing and Paying Agent understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, the Issuing and Paying Agent fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, the Issuing and Paying Agent fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

(viii) The Issuing and Paying Agent represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

(ix) The City may conduct random audits of the Issuing and Paying Agent. Random audits shall be (A) noticed in advance in writing; (B) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (C) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and (D) limited to one audit of the Issuing and Paying Agent every two years for the duration of this Agreement. Nothing in this Agreement is intended to preclude the City from investigating any report of an alleged violation of the MCO.

(l) *Requiring Health Benefits for Covered Employees.* Unless exempt, the Issuing and Paying Agent agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance ("HCAO"), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made

a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at <http://www.sfgov.org/lwlh.htm>. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

(i) For each Covered Employee, the Issuing and Paying Agent shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If the Issuing and Paying Agent chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Agency.

(ii) Notwithstanding the above, if the Issuing and Paying Agent is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with part (i) above.

(iii) The Issuing and Paying Agent's failure to comply with the HCAO shall constitute a material breach of this Agreement. The City shall notify the Issuing and Paying Agent if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, the Issuing and Paying Agent fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, the Issuing and Paying Agent fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

(iv) Any subcontract entered into by the Issuing and Paying Agent shall require the subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. The Issuing and Paying Agent shall notify City's Office of Contract Administration when it enters into such a subcontract and shall certify to the Office of Contract Administration that it has notified the subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on subcontractor through the subcontract. The Issuing and Paying Agent shall be responsible for its subcontractors' compliance with this Chapter. If a subcontractor fails to comply, the City may pursue the remedies set forth in this Section against the Issuing and Paying Agent based on the subcontractor's failure to comply, *provided* that City has first provided the Issuing and Paying Agent with notice and an opportunity to obtain a cure of the violation.

(v) The Issuing and Paying Agent shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to the Issuing and Paying Agent's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(vi) The Issuing and Paying Agent represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

(vii) The Issuing and Paying Agent shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Agency orders, including the number of hours each employee has worked on the City Contract.

(viii) The Issuing and Paying Agent shall keep itself informed of the current requirements of the HCAO.

(ix) The Issuing and Paying Agent shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on subcontractors and subtenants, as applicable.

(x) The Issuing and Paying Agent shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

(xi) The Issuing and Paying Agent shall allow City to inspect the Issuing and Paying Agent's job sites and have access to the Issuing and Paying Agent's employees in order to monitor and determine compliance with HCAO.

(xii) The City may conduct random audits of the Issuing and Paying Agent to ascertain its compliance with HCAO. The Issuing and Paying Agent agrees to cooperate with City when it conducts such audits.

(xiii) If the Issuing and Paying Agent is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but the Issuing and Paying Agent later enters into an agreement or agreements that cause the Issuing and Paying Agent's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Issuing and Paying Agent and the City to be equal to or greater than \$75,000 in the fiscal year.

(m) *Prohibition on Political Activity with City Funds.* In accordance with San Francisco Administrative Code Chapter 12.G, the Issuing and Paying Agent may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. The Issuing and Paying Agent agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event the Issuing and Paying Agent violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit the Issuing and Paying Agent from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider the Issuing and Paying Agent's use of profit as a violation of this section.

(n) *Graffiti Removal.* Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of

the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and its residents, and to prevent the further spread of graffiti.

The Issuing and Paying Agent shall remove all graffiti from any real property owned or leased by such Issuing and Paying Agent in the City and County of San Francisco within forty eight (48) hours of the earlier of such Issuing and Paying Agent's (i) discovery or notification of the graffiti or (ii) receipt of notification of the graffiti from the Department of Public Works. This Section is not intended to require any Issuing and Paying Agent to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (A) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (B) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. Section 101 et seq.).

Any failure of the Issuing and Paying Agent to comply with this Section of this Agreement shall constitute a material breach of this Agreement.

(o) *Food Service Waste Reduction Requirements.* The Issuing and Paying Agent agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, the Issuing and Paying Agent agrees that if it breaches this provision, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, the Issuing and Paying Agent agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that the City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by the City because of such Issuing and Paying Agent's failure to comply with this provision.

(p) *Preservative-treated Wood Containing Arsenic.* The Issuing and Paying Agent may not purchase preservative-treated wood products containing arsenic in the performance of this

Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. The Issuing and Paying Agent may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude the Issuing and Paying Agent from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

(q) *Nondisclosure of Private Information.* The Issuing and Paying Agent agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the “*Nondisclosure of Private information Ordinance*”), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, the Issuing and Paying Agent agrees to all of the following:

(i) Neither the Issuing and Paying Agent nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

(1) the disclosure is authorized by this Agreement;

(2) the Issuing and Paying Agent received advance written approval from the Contracting Department to disclose the information; or

(3) the disclosure is required by law or judicial order.

(ii) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(iii) Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

(iv) Any failure of the Bark to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar the Issuing and Paying Agent, or bring a false claim action against the Issuing and Paying Agent.

(r) *Proprietary or Confidential Information of City.* The Issuing and Paying Agent agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the City and its obligations, (g) with the consent of the City or to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Issuing and Paying Agent on a nonconfidential basis from a source other than the City. For the purposes of this Section, "Information" means all information received from the City relating to the City or its business, other than any such information that is available to the Issuing and Paying Agent on a nonconfidential basis prior to disclosure by the City; *provided* that, in the case of information received from the City after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

(s) *Submitting False Claims; Monetary Penalties.* Pursuant to San Francisco Administrative Code Section 21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (i) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (ii) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (iii) conspires to defraud the City by getting a false claim allowed or paid by the City; (iv) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (v) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

(t) *Subcontracting.* Except as otherwise provided in this Agreement, the Issuing and Paying Agent is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

(u) *Non-Waiver of Rights.* The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

(v) *City a Third Party Beneficiary.* The City is hereby designated as a third party beneficiary for the purpose of enforcing all of the obligations of the Issuing and Paying Agent contained in this to this Agreement.

EXHIBIT G

FORM OF OPINION OF BOND COUNSEL