# REVOLVING CREDIT AGREEMENT

Dated as of March [__], 2023

between

CITY AND COUNTY OF SAN FRANCISCO

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

relating to

CITY AND COUNTY OF SAN FRANCISCO
TAX-EXEMPT LEASE REVENUE
COMMERCIAL PAPER CERTIFICATES OF PARTICIPATION, SERIES 2

and

CITY AND COUNTY OF SAN FRANCISCO
TAXABLE LEASE REVENUE
COMMERCIAL PAPER CERTIFICATES OF PARTICIPATION, SERIES 2-T

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# REVOLVING CREDIT AGREEMENT

REVOLVING CREDIT AGREEMENT, dated as of March [__], 2023, between the CITY AND COUNTY OF SAN FRANCISCO (the *"City"*) and WELLS FARGO BANK, NATIONAL ASSOCIATION (together with its successors and assigns, the *"Bank"*).

WHEREAS, pursuant to a Trust Agreement, dated as of June 1, 2010, as amended and supplemented by the First Supplement to Trust Agreement dated as of May 1, 2016 and Second Supplement to Trust Agreement dated as of March [__], 2023, each between the City and U.S. Bank Trust Company, National Association, as successor-in-interest to U.S. Bank National Association, as trustee (the *"Trustee"*) as it may be further amended, supplemented, modified or restated from time to time in accordance with the terms and provisions thereof (the *"Trust Agreement"*), the City may from time to time cause the execution and delivery of its Tax-Exempt Lease Revenue Commercial Paper Certificates of Participation, Series 2 and Taxable Lease Revenue Commercial Paper Certificates of Participation, Series 2-T (the *"Certificates"* and each, a *"Certificate"*) in an aggregate principal amount not to exceed $150,000,000 at any time;

WHEREAS, the City has requested the Bank to provide liquidity to support such Certificates by making available a revolving line of credit, in an amount not to exceed $163,500,000 in the aggregate at any time. The Bank is willing to make available such a revolving line of credit to the City, subject to the terms and conditions of this Agreement;

WHEREAS, in reliance upon the provisions hereof, the Bank and the City are willing to enter into this Agreement;

NOW, THEREFORE, for valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

## DEFINITIONS

*Section 1.1. Certain Defined Terms.* The following terms, as used herein, have the following meanings:

*"ACFR"* has the meaning set forth in Section 4.1(l) hereof.

*"Additional Payments"* has the meaning set forth in the Sublease.

*"Additional Rental"* has the meaning set forth in the Sublease.

*"Advance Rate"* means a rate of interest per annum equal to the sum of (i) the Base Rate from time to time in effect *plus* (ii) the Applicable Margin from time to time in effect; *provided, however,* that upon the occurrence and during the continuance of an Event of Default hereunder,

the Advance Rate shall equal the Default Rate; *provided, further,* that in no event shall the Advance Rate be less than the highest rate of interest then borne by any outstanding Certificate.

*"Agreement"* means this Revolving Credit Agreement as the same may from time to time be amended, supplemented or otherwise modified in accordance with its terms.

*"Alternate Credit Facility"* has the meaning set forth in the Trust Agreement.

*"Anti-Corruption Laws"* means all laws, rules, and regulations of any jurisdiction from time to time concerning or relating to bribery or corruption, including the United States Foreign Corrupt Practices Act of 1977 and the rules and regulations thereunder and the U.K. Bribery Act 2010 and the rules and regulations thereunder.

*"Anti-Money Laundering Laws"* means any and all laws, statutes, regulations or obligatory government orders, decrees, ordinances or rules related to terrorism financing, money laundering, any predicate crime to money laundering or any financial record keeping, including any applicable provision of the PATRIOT Act and The Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959).

*"Applicable Margin"* has the meaning set forth in the Fee Agreement.

*"Authorized Representative"* has the meaning set forth in the Trust Agreement.

*"Available Commitment"* means, at any date, the sum of the Available Principal Commitment and the Available Interest Commitment then in effect.

*"Available Interest Commitment"* means, and in no event shall it exceed, $13,500,000 which constitutes two hundred and seventy (270) days of interest at twelve percent (12%) on the maximum Available Principal Commitment calculated on the basis of actual number of days and a 360 day year, such initial amount adjusted from time to time as follows: (a) downward in an amount equal to the Interest Component of any Revolving Loan; (b) upward in an amount equal to the Interest Component of any Revolving Loan that is repaid, pursuant to the terms of Section 2.4 or 2.7 hereof; and (c) downward by an amount that bears the same proportion to the Available Interest Commitment immediately prior to such reduction as the amount of any reduction in the Commitment bears to the Commitment immediately prior to such reduction; *provided, however,* that after giving effect to any such adjustment the Available Interest Commitment shall never exceed $13,500,000. Any adjustment pursuant to clause (a), (b) or (c) above shall occur simultaneously with the event requiring such adjustment.

*"Available Principal Commitment"* means, and in no event shall it exceed, $150,000,000, such initial amount adjusted from time to time as follows: (a) downward in an amount equal to the Principal Component of any Revolving Loan; (b) upward in an amount equal to the Principal Component of any Revolving Loan that is repaid pursuant to the terms of Section 2.4 or 2.7 hereof; and (c) downward by an amount that bears the same proportion to the Available Principal Commitment immediately prior to such reduction as the amount of any reduction in the

Commitment bears to the Commitment immediately prior to such reduction; *provided,* that, after giving effect to any such adjustment the Available Principal Commitment shall never exceed $150,000,000. Any adjustment pursuant to clause (a), (b) or (c) above shall occur simultaneously with the event requiring such adjustment.

*"Bank"* has the meaning set forth in the introductory paragraph hereof.

*"Bank Agreement"* means any credit agreement, bond purchase agreement, liquidity agreement, continuing covenant agreement, direct purchase agreement or other agreement or instrument (or any amendment, supplement or modification thereto) entered into by the City with any Person, directly or indirectly, or otherwise consented to by the City, under which any Person or Persons undertakes to purchase debt, make loans, extend credit or liquidity to the City in connection with any Lease Obligation Debt.

*"Bank Rate"* means the rate of interest per annum with respect to any Term Loan (i) for any day commencing on the date such Term Loan is made to and including the one hundred eightieth (180th) day next succeeding the date such Term Loan is made, equal to the Base Rate from time to time in effect, and (ii) for any day commencing on the one hundred eighty-first (181st) day next succeeding the date such Term Loan is made and at all times thereafter, equal to the sum of the Base Rate from time to time in effect *plus* one percent (1.0%); *provided, however,* that immediately and automatically upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuance of such Event of Default, *"Bank Rate"* shall mean the Default Rate; *provided further* that in no event shall the Bank Rate be less than the highest rate of interest then borne by any outstanding Certificate.

*"Bank's Office"* means the Bank's address and, as appropriate, account as set forth in Section 7.2 hereof, or such other address or account as the Bank may from time to time notify the City.

*"Base Rate"* means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time *plus* one percent (1.00%), (ii) the Federal Funds Rate in effect at such time *plus* two percent (2.00%) and (iii) seven percent (7.00%).

*"Base Rental"* means the amounts payable of "Base Rental" as set forth in the Sublease.

*"Base Rental Period"* has the meaning set forth in the Trust Agreement.

*"Business Day"* means any day other than (i) a Saturday or Sunday or a day on which banking institutions are authorized or required by law or executive order to be closed in the State of California or the State of New York for commercial banking purposes; (ii) a day on which the New York Stock Exchange is authorized or required by law or executive order to be closed; and (iii) a day upon on which banking institutions are authorized or required by law or executive order to be closed in the cities and states in which a Notice of Loan may be presented hereunder.

*"CDIAC"* means the California Debt and Investment Advisory Commission.

*"Certificate"* and *"Certificates"* each has the meaning set forth in the first recital of this Agreement.

*"Certificateholder," "Holder of Certificates"* or *"Holder"* or any similar term, when used with reference to a Certificate or Certificates, means any person who shall be the bearer of any Outstanding Certificates not registered, or the registered owner of any Outstanding Certificate which shall at the time be registered other than to bearer as provided in the Trust Agreement.

*"Charter"* means The Charter of the City and County of San Francisco adopted November 7, 1995, and effective as of July 1, 1996, as amended and supplemented to date.

*"City"* means the City and County of San Francisco, California and its successors and assigns.

*"Commitment"* means an amount equal to the Commitment of the Bank to make Loans to the City, as such amount may be terminated and/or reduced pursuant to Section 2.6 or 7.1 hereof. The City and the Bank agree that the Commitment of the Bank is in an amount equal to $163,500,000 on the date hereof.

*"Commitment Fee Rate"* has the meaning set forth in the Fee Agreement.

*"Commitment Termination Date"* means the earliest to occur of:

(a) the Stated Expiration Date;

(b) the date the Commitment is reduced to zero pursuant to Section 2.13 or Section 6.4 hereof; and

(c) the Business Day immediately succeeding the Substitution Date.

*"Components"* has the meaning set forth in the Sublease.

*"Credit Event"* means either one of the following: the making of any Principal Advance or Interest Advance or the conversion of a Principal Advance to a Term Loan.

*"Dealer"* means, with respect to the Certificates, any Dealer appointed by the City pursuant to a Dealer Agreement, or any successors or assigns permitted under such Dealer Agreement and this Agreement or any other dealer for the Certificates appointed by the City pursuant to the Trust Agreement. The Dealer as of the Effective Date is U.S. Bancorp Investments, Inc.

*"Dealer Agreement"* means (i) each Commercial Paper Dealer Agreement, dated as of May 1, 2016, as amended by the First Amendment to Commercial Paper Dealer Agreement dated as of **[March 1]**, 2023, between the City and the Dealer, providing for the acceptance by such Dealer of the duties and obligations imposed thereby and imposing certain other duties and obligations as the same shall have been further amended, supplemented, modified or restated from

time to time in accordance with the terms hereof and thereof and (ii) any other similar agreement between the City and any other dealer for the Certificates appointed by the City pursuant to the Trust Agreement.

*"Debt"* shall mean, with respect to any Person, (a) all indebtedness of such Person for borrowed money, including without limitation, obligations secured by any of the revenues or assets of such Person and all obligations of such Person evidenced by bonds (including revenue bonds), debentures, notes or other similar instruments; (b) all obligations of such Person as lessee under capital leases; (c) all obligations of such Person to pay the deferred purchase price of property or services; (d) certificates of participation evidencing an undivided ownership interest in payments made by such Person as lessee under capital leases, as purchaser under an installment sale agreement or otherwise as an obligor in connection therewith; (e) all Guarantees by such Person of Debt of another Person; (f) the face amount of any letter of credit issued for the account of such Person and, without duplication, all drawings made and reimbursement obligations arising thereunder and under liquidity facilities and other similar agreements; (g) all Debt of a second Person secured by any lien on any property owned by such first Person, whether or not such Debt has been assumed; (h) all obligations of such Person to pay a specified purchase price for goods or services whether or not delivered or accepted, including but not limited to, take-or-pay or similar obligations; and (i) all obligations of such Person due and payable under any Swap Contract; *provided, however,* that Debt shall not include trade payables arising in the ordinary course of business; and *provided, further,* however that with respect to the City, Debt shall exclude conduit, enterprise and other Debt that have no claim on the General Fund of the City.

*"Default"* means an event which with the giving of notice or passage of time, or both, shall constitute an Event of Default.

*"Default Advance"* has the meaning set forth in Section 2.6(c) hereof.

*"Default Rate"* means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time *plus* four percent (4.00%), (ii) the Federal Funds Rate in effect at such time *plus* five percent (5.00%), and (iii) ten percent (10.00%).

*"Delivery and Paying Agent"* means the Delivery and Paying Agent appointed with respect to the Certificates pursuant to Article V of the Trust Agreement, and having the duties, responsibilities and rights provided for therein, and its successor or successors and any other bank or trust company which may at any time be substituted in its place pursuant to the Trust Agreement and this Agreement.

*"Delivery and Paying Agent Agreement"* means the Second Amended and Restated Delivery and Paying Agent Agreement, dated as of **[March 1]**, 2023, between the City and U.S. Bank Trust Company, National Association, as Delivery and Paying Agent for the Certificates, providing for the acceptance by such Delivery and Paying Agent of the duties and obligations imposed thereby and imposing certain other duties and obligations, as the same shall have been amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof.

*"Dodd-Frank Act"* means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as enacted by the United States Congress, and signed into law on July 21, 2010, and all statutes, rules, guidelines or directives promulgated thereunder.

*"Effective Date"* means March [___], 2023, subject to the satisfaction, or waiver by the Bank, of all the conditions precedent set forth in Section 3.1 hereof.

*"Environmental Regulation"* means any federal, state, or local statute, law, rule, regulation, ordinance, code, policy, or rule of common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree, or judgment, relating to health, safety, or the environment or to Hazardous Materials, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801 *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*; the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 *et seq.*; the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*; the Safe Drinking Water Act, as amended, 42 U.S.C. § 3608 *et seq.*; the California Superfund Statute, Cal. Health & Safety C. § 25300 *et seq.*; legislation promulgated pursuant to the California Safe Drinking Water and Toxic Enforcement Act of 1986 (*"Proposition 65"*), Cal. Health & Safety C. § 25249.5 *et seq.*; Environmental Protection Agency regulations pertaining to asbestos, including 40 C.F.R. Part 61, Subpart M; and Occupational Safety and Health Administration regulations pertaining to asbestos, including 29 C.F.R. § 1910.1001 and 1926.58.

*"ERISA"* means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute thereto.

*"Event of Default"* has the meaning set forth in Section 6.1 and Section 6.3 hereof.

*"Excess Interest"* has the meaning set forth in Section 2.15 hereof.

*"Excess Interest Fee"* has the meaning set forth in Section 2.15 hereof.

*"Existing Revolving Loans"* has the meaning set forth in Section 2.2(a)(iii) hereof.

*"Federal Funds Rate"* means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that: (a) if such day is not a Business Day, then the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day; and (b) if no such rate is so published on such next succeeding Business Day, then the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of one-hundredth of one percent) charged to the Bank on such day on such transactions as determined by the Bank. Notwithstanding anything herein to the contrary, if the Federal Funds Rate as

determined as provided above would be less than zero percent (0.0%), then the Federal Funds Rate shall be deemed to be zero percent (0.0%).

*"Fee Agreement"* means the Fee Agreement dated as of March [__], 2023, between the City and the Bank, as amended, supplemented, modified or restated from time to time and any other agreement delivered in substitution or exchange for such agreement.

*"Final Maturity Date"* means, with respect to any Term Loan, the earliest to occur of (i) the date which is three (3) years from the related Funding Date, (ii) the Substitution Date, (iii) the date which is three (3) years from the related Commitment Termination Date, (iv) the date on which the Certificates are no longer outstanding nor may be reissued, (v) the date that the Available Commitment is permanently reduced to zero or this Agreement is otherwise terminated, including upon the occurrence of an Event of Default and (vi) the date on which the City issues Certificates (or other commercial paper notes) or bonds payable from and/or secured by lease revenue rental payments payable from the General Fund of the City, the proceeds of which could be used to repay such Loan.

*"Fiscal Year"* means the twelve-month period commencing on July 1 of each year; *provided, however,* that the City may, from time to time, agree on a different twelve-month period as the Fiscal Year.

*"Fitch"* means Fitch, Inc., and its successors and assigns.

*"Funding Date"* means each date upon which any Revolving Loan is made by the Bank pursuant to the terms hereof.

*"GAAP"* means generally accepted accounting principles in the United States of America from time to time as set forth in (a) the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants, and (b) statements and pronouncements of the Governmental Accounting Standards Board, as modified by the opinions, statements and pronouncements of any similar accounting body of comparable standing having authority over accounting by governmental entities.

*"General Fund"* has the meaning of the term "General Fund" as used in the Charter.

*"Governmental Authority"* means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including, without limitation, any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervisory Practices or any successor or similar authority to any of the foregoing).

*"Guarantee"* by any Person shall mean any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt, leases, dividends, or other obligations (*"primary obligations"*) of any other Person (the *"primary obligor"*) and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such primary obligation or any property constituting direct or indirect security therefor (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (ii) entered into for the purpose of assuring in any other manner the obligee of such Debt of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (iii) with respect to any letter of credit issued for the account of such other Person or as to which such other Person is otherwise liable for reimbursement of drawings, *provided* that the term Guarantee shall not include (i) endorsements for collection or deposit in the ordinary course of business, or (ii) performance or completion guarantees. The term "Guarantee" used as a verb has a corresponding meaning.

*"Hazardous Materials"* means (a) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contains dielectric fluid containing polychlorinated biphenyls, and radon gas; (b) any chemicals, materials, or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" extremely hazardous wastes, "restricted wastes," "toxic substances," "toxic pollutants," "contaminants," "special wastes," or "pollutants," or words of similar import, under any applicable Environmental Regulation; and (c) any other chemical, material, or substance, exposure to which is prohibited, limited, or regulated by any governmental authority.

*"Holder"* means the Bank and any other holder of any interest in the Revolving Bank Certificate or any Person to which the Bank or any such other holder sells a participation in the Revolving Bank Certificate (whether or not the City was given notice of such sale and whether or not the Holder has an interest in the Revolving Bank Certificate at the time amounts are payable to such Holder thereunder and under this Agreement).

*"Interest Advance"* has the meaning set forth in Section 2.4(a) hereof.

*"Interest Component"* in respect of any Revolving Loan, means the portion of such Revolving Loan equal to the accrued interest with respect to Certificates upon maturity thereof paid with the proceeds of such Revolving Loan pursuant to Section 2.1 hereof.

*"Lease Obligation Debt"* means any Debt of the City, the payment of which is payable from and/or secured by lease revenue rental payments payable from the General Fund of the City.

*"Loan"* means each Revolving Loan, Principal Advance, Interest Advance, Default Advance or Term Loan made by the Bank to the City pursuant to Article II hereof.

*"Material City Debt"* means any Debt of the City which is outstanding in a principal amount of $25,000,000 or more.

*"Maximum Base Rental"* means the amounts specified in the Sublease as Maximum Base Rental.

*"Maximum Rate"* means the lesser of (i) twelve percent (12%) per annum and (ii) the maximum rate of interest allowed by applicable law.

*"Minimum Required Rental Payment"* has the meaning set forth in the Sublease.

*"Moody's"* means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the City.

*"No-Delivery Notice"* means the notice described in Section 3.4 hereof.

*"Notice of Loan"* means a written borrowing request, in substantially the form of Exhibit B hereto, with appropriate completions, executed by the Delivery and Paying Agent, which requests a Revolving Loan from the Bank.

*"Obligations"* means the Reimbursement Obligations (which includes amounts owing to the Bank as evidenced by the Revolving Bank Certificate), the fees set forth in the Fee Agreement and all other obligations of the City to the Bank arising under or in relation to this Agreement and the Fee Agreement.

*"OFAC"* means the Office of Foreign Assets Control of the United States Department of the Treasury.

*"Offering Memorandum"* means the Offering Memorandum dated March [__], 2023, with respect to the Certificates, prepared in connection with the Certificates and any amendments or supplements thereto, and the documents, if any, incorporated therein by reference.

*"Outstanding,"* (a) when used in reference to Certificates means, as of a particular date, all Certificates authenticated and delivered pursuant to the Trust Agreement except: (i) any Certificate cancelled at or before such date, (ii) any Certificate deemed to have been paid in accordance with Section 10.03 of the Trust Agreement and (iii) any Certificate in lieu of or in substitution for which another Certificate shall have been authenticated and delivered pursuant to the Trust Agreement; and (b) when used in reference to Loans, means all Loans made by the Bank pursuant to the terms hereof and not repaid in full to the Bank, or a Participant Bank, by the City pursuant to the terms hereof.

*"Participant Bank"* means any institution to which the Bank has granted a participation in or assigned, sold, or otherwise transferred the whole or any part of the Bank's rights or obligations (or both) under this Agreement or any other Related Document.

*"Pension Plan"* means any "employee pension benefit plan" which is (a) maintained by the City or (b) maintained by any other Person and to which the City contributes (or permits any other Person to contribute) or has an obligation to contribute, or has made contributions at any time during the immediately preceding six (6) plan years.

*"Permitted Encumbrances"* has the meaning set forth in the Trust Agreement.

*"Person"* means any natural person, firm, partnership, association, corporation, joint exercise of powers authority or public body.

*"Plan"* means any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees of the City or any such Plan to which the City is required to contribute on behalf of any of its employees.

*"Pledged Property"* has the meaning set forth in the Trust Agreement.

*"Prime Rate"* means on any day, the rate of interest per annum then most recently established by the Bank as its "prime rate." Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Bank to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that the Bank may make various business or other loans at rates of interest having no relationship to such rate. If the Bank ceases to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported. Notwithstanding anything herein to the contrary, if the Prime Rate determined as provided above would be less than zero percent (0.0%), then the Prime Rate shall be deemed to be zero percent (0.0%).

*"Principal Advance"* has the meaning set forth in Section 2.5 hereof.

*"Principal Component"* in respect of any Revolving Loan, means the portion of such Revolving Loan equal to the principal amount of Certificates upon maturity thereof paid with the proceeds of such Revolving Loan pursuant to Section 2.1 hereof.

*"Property"* has the meaning set forth in the Sublease.

*"Quarterly Payment Date"* means the first day of each January, April, July and October.

*"Rating Agency"* means Moody's, Fitch or S&P.

*"Reimbursement Obligations"* means any and all obligations of the City to reimburse the Bank for any amount advanced as a Loan hereunder and all obligations to repay the Bank for all Loans, including in each instance all interest accrued thereon.

*"Related Documents"* means this Agreement, the Fee Agreement, the Trust Agreement, the Certificates, the Revolving Bank Certificate, the Delivery and Paying Agent Agreement, the Offering Memorandum, the Site Lease, the Sublease and the Dealer Agreement.

*"Revolving Bank Certificate"* means the revolving bank certificate, in the form of Exhibit B attached hereto, executed and delivered to the Bank pursuant to Section 2.3 hereof, and as from time to time amended or supplemented in accordance therewith, to evidence the indebtedness of the City due and owing to the Bank under this Agreement with respect to amounts advanced as Loans pursuant to this Agreement.

*"Revolving Credit Period"* means the period commencing on the Effective Date and ending on the Commitment Termination Date.

*"Revolving Loan"* means each revolving loan made by the Bank to the City pursuant to Section 2.1(b) hereof.

*"Risk-Based Capital Guidelines"* means (i) the risk-based capital guidelines in effect in the United States, including transition rules and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations.

*"Sanctioned Country"* means at any time, a country, region or territory which is itself (or whose government is) the subject or target of any Sanctions (including, as of the Effective Date, Cuba, Iran, North Korea, Syria, Venezuela, the Crimea Region of Ukraine, the so-called Donetsk People's Republic, and the so-called Luhansk People's Republic).

*"Sanctioned Person"* means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC (including OFAC's Specially Designated Nationals and Blocked Persons List and OFAC's Consolidated Non-SDN List), the U.S. Department of State, the United Nations Security Council, the European Union, any European member state, Her Majesty's Treasury, or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country, (c) any Person owned or controlled by, or acting or purporting to act for or on behalf of, directly or indirectly, any such Person or Persons described in clauses (a) and (b), including a Person that is deemed by OFAC to be a Sanctions target based on the ownership of such legal entity by Sanctioned Person(s) or (d) any Person otherwise a target of Sanctions, including vessels and aircraft, that are designated under any Sanctions program.

*"Sanctions"* means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and restrictions and anti-terrorism laws, including but not limited to those imposed, administered or enforced from time to time by the U.S. government (including those administered by OFAC or the U.S. Department of State), the United Nations Security Council, the European Union, any European member state, Her Majesty's Treasury, or

other relevant sanctions authority in any jurisdiction in which (a) the City is located or conducts business, (b) in which any of the proceeds of the Revolving Loans will be used, or (c) from which repayment of the Revolving Loans will be derived.

*"S&P"* means S&P Global Ratings, a corporation organized and existing under the laws of the State of New York, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the City.

*"Site Lease"* means the Site Lease, dated as of June 1, 2010, as amended by the First Amendment to Site Lease dated as of May 1, 2016 and as amended by the Second Amendment to Site Lease dated as of March [__], 2023, each between the City and the Trustee, as from time to time amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof.

*"Special Event of Default"* has the meaning set forth in Section 6.1 hereof.

*"Special Lease Obligation Debt"* means (i) all indebtedness of the City for borrowed money, including without limitation, obligations secured by any of the revenues or assets of the City, which is evidenced by bonds, debentures, notes (but excluding the principal of and/or interest on commercial paper notes issued by or on behalf of the City so long as the payment of such principal and/or interest is supported by a third-party liquidity facility or a third-party credit facility) or other similar instruments and all obligations of the City evidenced by bonds (including revenue bonds), debentures, notes (but excluding the principal of and/or interest on commercial paper notes issued by or on behalf of the City so long as the payment of such principal and/or interest is supported by a third-party liquidity facility or a third-party credit facility) or other similar instruments, in each case, (ii) all obligations of the City as lessee under capital leases, (iii) certificates of participation evidencing an undivided ownership interest in payments made by the City as lessee under capital leases, as purchaser under an installment sale agreement or otherwise as an obligor in connection therewith, (iv) all Guarantees by the City of Debt of another Person (*provided, however,* that the failure to pay any such guarantee as a result of any set-off, recoupment, counterclaim or any other defense of such Person shall not constitute a failure to pay Debt for purposes of Section 6.1(c) of this Agreement), (v) the face amount of any letter of credit issued for the account of the City and, without duplication, all drawings made and reimbursement obligations arising thereunder and under liquidity facilities and other similar agreements and (vi) all obligations of the City due and payable under any Swap Contract (but in the case of this clause (vi), only with respect to such Swap Contract(s) (other than any termination payments thereunder) that provide interest rate support with respect to any Debt of the City payable from and/or secured by lease revenue rental payments payable from the General Fund of the City and which is senior to or on parity with the Certificates and the Revolving Bank Certificate), which, in the case of each of clause (i) through (vi) of this defined term "Special Lease Obligation Debt", are payable from and/or secured by lease revenue rental payments payable from the General Fund of the City and which is senior to or on parity with the Certificates and the Revolving Bank Certificate, including, without limitation, all obligations represented by bonds, notes, indentures, certificates, debentures and similar obligations which are payable from and/or secured by lease

revenue rental payments payable from the General Fund of the City and which are senior to or on parity with the Certificates and the Revolving Bank Certificate.

*"State"* means the State of California.

*"Stated Expiration Date"* means March [__], 2026, as such date may be extended from time to time in accordance with the terms hereof.

*"Sublease"* means the Sublease dated as of June 1, 2010, as amended by the First Amendment to Sublease dated as of May 1, 2016 and as amended by the Second Amendment to Sublease dated as of March [__], 2023, each between the City and the Trustee, as from time to time amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof.

*"Substitution Date"* means the date of acceptance by the City of an Alternate Credit Facility in accordance with the terms and provisions of the Trust Agreement.

*"Suspension Events"* has the meaning set forth in Section 6.2 hereof.

*"Swap Contract"* means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a *"Master Agreement"*), including any such obligations or liabilities under any Master Agreement.

*"Tax-Exempt Certificates"* means the City and County of San Francisco Tax-Exempt Lease Revenue Commercial Paper Certificates of Participation, Series 2.

*"Taxes"* has the meaning set forth in Section 2.9(b) hereof.

*"Term Loan"* has the meaning set forth in Section 2.6 hereof.

*"Term Loan Conversion Date"* in respect of any Revolving Loan, means the earlier of (i) the 90th day after the related Funding Date and (ii) the Commitment Termination Date.

*"Trust Agreement"* has the meaning set forth in the recitals hereof.

*"Trustee"* shall mean U.S. Bank Trust Company, National Association, as successor-in-interest to U.S. Bank National Association, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to the Trust Agreement.

*Section 1.2. Computation of Time Periods*. In this Agreement, in the computation of a period of time from a specified date to a later specified date, unless otherwise specified herein, the word "from" means "from and including" and the words "till" and "until" each mean "to but excluding." All references to time shall mean New York City time, whether or not so expressed.

*Section 1.3. Accounting Terms.* All accounting terms not specifically defined herein shall be construed in accordance with generally accepted United States accounting principles consistently applied. If, after the Effective Date, there shall occur any change in GAAP from those used in the preparation of the financial statements referred to in Section 5.2(a) hereof and such change shall result in a change in the method of calculation of any financial covenant, standard or term found in this Agreement including, without limitation, a recharacterization of operating leases to the effect that certain operating leases are to be treated as capital leases, either the City or the Bank may by notice to the other party hereto, require that the Bank and the City negotiate in good faith to amend such covenants, standards, and terms so as equitably to reflect such change in accounting principles, with the desired result being that the criteria for evaluating the financial condition of the City shall be the same as if such change had not been made. No delay by the City or the Bank in requiring such negotiation shall limit their right to so require such a negotiation at any time after such a change in accounting principles. Until any such covenant, standard, or term is amended in accordance with this Section 1.3, financial covenants shall be computed and determined in accordance with GAAP in effect prior to such change in accounting principles.

*Section 1.4. Terms Defined in Trust Agreement.* Any capitalized term not defined herein shall have the meaning ascribed to such term in the Trust Agreement.

*Section 1.5. Construction.* The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (d) all references herein to Articles, Sections and Exhibits shall be construed to refer to Articles and Sections of, and Exhibits to, this Agreement.

## ARTICLE II

## REVOLVING CREDIT; TERM LOANS

*Section 2.1. Commitment to Lend.*

(a) *Generally.* The City hereby requests the Bank, and the Bank hereby agrees, on the terms and conditions hereinafter set forth, to establish a revolving line of credit for the benefit of the City in an amount not to exceed the Bank's Commitment for the purpose of making Loans to fund the payment by the City of the principal of and interest with respect to any Certificates at the stated maturity thereof in accordance with the terms and provisions of this Agreement and the Trust Agreement.

(b) *Revolving Loans.* The Bank agrees, on the terms and conditions hereinafter set forth, to make Revolving Loans to the City during the Revolving Credit Period in an aggregate amount at any one time outstanding not to exceed the amount of the Bank's Commitment. Each Revolving Loan under this Section 2.1(b) shall be made in an aggregate principal amount equal to the Principal Component plus the Interest Component, as may be requested by the Delivery and Paying Agent, to enable the City to pay the principal and accrued interest with respect to Certificates maturing on the date of such Revolving Loan. The aggregate Principal Component of all Revolving Loans made on any date shall not exceed the Available Principal Commitment on such date. The aggregate Interest Component of all Revolving Loans made on any date shall equal the lesser of (i) the Available Interest Commitment on such date and (ii) the actual aggregate amount of interest, if any, accrued on the Certificates to be paid with the proceeds of such Revolving Loan. Notwithstanding anything herein to the contrary, the Bank shall have no obligation to make a Revolving Loan if the sum of such Revolving Loan plus the aggregate principal amount of the outstanding Revolving Loans and Term Loans would exceed the Available Commitment then in effect. The City may borrow under this Section 2.1(b), prepay under Section 2.7 hereof, and reborrow under this Section 2.1(b) at any time and from time to time during the Revolving Credit Period (subject to the terms and provisions of this Agreement).

(c) *Term Loans.* The Bank agrees, subject to the terms and conditions hereinafter set forth, including, without limitation, Section 2.6 hereof, to make one or more Term Loans to the City on each Term Loan Conversion Date in an amount equal to the outstanding principal amount of the Principal Advance that matures on the related Term Loan Conversion Date; *provided, however,* that the aggregate outstanding principal amount of all Loans by the Bank shall at no time exceed the amount of the Commitment.

*Section 2.2. Method of Borrowing.*

(a) *Revolving Loans.* (i) The City has, pursuant to the Trust Agreement and the Delivery and Paying Agent Agreement, authorized and directed the Delivery and Paying Agent to act as its agent in the issuance, authentication, delivery and payment of Certificates and in effecting borrowings under this Agreement to pay the principal of and interest on Certificates on their respective maturity dates. Each Revolving Loan shall be made upon the Delivery and Paying Agent's irrevocable notice, on behalf of the City, to the Bank by delivery to the Bank of a Notice

of Loan substantially in the form of Exhibit B hereto appropriately completed and signed by the Delivery and Paying Agent. Payment of Revolving Loans under this Agreement shall be made by the Bank by wire transfer of immediately available funds, to U.S. Bank N.A., **[ABA# _____, AC# _____, Account Name: _____, Attn: _____, Reference: City and County of San Francisco Tax-Exempt Lease Revenue Commercial Paper Certificates of Participation, Series 2 and City and County of San Francisco Taxable Lease Revenue Commercial Paper Certificates of Participation, Series 2-T]**[1]. Each Notice of Loan must be received by the Bank not later than 12:00 noon (New York time) on the date of the proposed Revolving Loan. Each Notice of Loan shall specify (i) the requested date of the Revolving Loan (which shall be a Business Day), (ii) the principal amount of Revolving Loans to be borrowed and (iii) how much of such Revolving Loan will be used to pay the Principal Component of and Interest Component on the Certificates. Subject to the conditions set forth in this Section and in Section 3.2 hereof, the Bank agrees to honor a Notice of Loan received on any date on which a No-Delivery Notice is in effect pursuant to Section 3.4 hereof that is also a date upon which Certificates are due and payable by making the Revolving Loan requested in accordance with this paragraph (a)(i); *provided, however,* that the Bank shall honor Notices of Loan only for Certificates which were originally issued prior to the issuance of a No-Delivery Notice. Any Notice of Loan received by the Bank shall be irrevocable and binding upon the Delivery and Paying Agent and the City. The City shall not request more than one (1) Revolving Loan in any day.

(ii) Upon satisfaction of the applicable conditions set forth in this Section and Section 3.2 hereof, the Bank shall make all funds so received available to the Delivery and Paying Agent, on behalf of the City and unless otherwise directed by the City, no later than 2:30 p.m. (New York time) on the Business Day specified in the applicable Notice of Loan by wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Bank by the City.

(iii) If the Bank is requested to make Revolving Loans hereunder on a day on which the City is to repay all or any part of the principal of outstanding Revolving Loans (*"Existing Revolving Loans"*), the Bank may apply the proceeds of the requested Revolving Loans to repay such Existing Revolving Loans and only an amount equal to the excess (if any) of the principal amount of such Revolving Loans being borrowed over the outstanding principal of and accrued interest on such Existing Revolving Loans shall be made available by the Bank to the City.

(iv) Nothing herein shall be deemed to obligate the Bank to obtain the funds for the making of any Loan in any particular place or manner or to constitute a representation by the Bank that it has obtained or will obtain the funds for the making of any Loan in any particular place or manner. However, the Bank will make any Loan hereunder with its own funds.

*Section 2.3. Fees.* The City agrees to perform its obligations provided for in the Fee Agreement, including, without limitation, the payment of any and all fees provided for therein at the times and in the amounts set forth therein. The terms and provisions of the Fee Agreement are

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1 City to provide.

incorporated herein by reference. All references herein or in any other document to amounts or obligations due hereunder or under this Agreement shall be deemed to include, without limitation, all amounts and obligation due under the Fee Agreement, and any reference to this Agreement shall be deemed to include a reference to the Fee Agreement. All fees paid under this Agreement and the Fee Agreement shall be fully earned when due and nonrefundable when paid.

*Section 2.4. Repayment of Revolving Loans.* (a) Subject to the provisions of Section 2.5 and Section 2.6 hereof, the City will pay or cause to be paid to the Bank the Principal Component of each Revolving Loan with respect to maturing Certificates on the same Business Day such Revolving Loan is honored. The portion of each Revolving Loan that constitutes the Interest Component (each such portion being an *"Interest Advance"*) shall be due and payable two (2) Business Days following the date of the related Revolving Loan. The City shall pay or cause to be paid interest on each Interest Advance on the date such Interest Advance is repaid at a rate per annum equal to the applicable Advance Rate.

(b) Any amount of any Revolving Loan that is not repaid to the Bank when due as provided in clause (a) of Section 2.4, shall bear interest at the Default Rate until paid in full, payable on demand. Principal Advances, Default Advances and Term Loans shall be repaid to the Bank as provided in Sections 2.5 and 2.6 hereof.

(c) Each Revolving Loan shall be noted by the Bank as principal due and owing on the grid attached to the Revolving Bank Certificate issued to the Bank in accordance with Section 2.11 hereof; *provided* that neither the failure of the Bank to notate such amount nor any error in any such notation shall affect the obligations of the City hereunder or under the Revolving Bank Certificate.

*Section 2.5. Principal Advances.* If the Bank shall make any Revolving Loan hereunder with respect to the payment of principal of maturing Certificates and the conditions precedent set forth in Section 3.3 shall have been fulfilled on the Funding Date, and the City (at its option) does not reimburse or cause to be reimbursed the Bank in connection therewith on the same Business Day, then such the Principal Component of such Revolving Loan shall constitute a principal advance made by the Bank to the City on the date and in the amount of such payment (each such advance being a *"Principal Advance"* and, collectively, the *"Principal Advances"*). The City shall pay or cause to be paid interest on the unpaid amount of each Principal Advance from the date that such Principal Advance is made by the Bank until such amount is repaid in full. Such interest shall be payable monthly in arrears (based on the actual days elapsed since the date of such Principal Advance, divided by 360), on the first Business Day of each calendar month during the term of each Principal Advance and, with respect to any such amount repaid, on the date any such amount is repaid, at a rate per annum equal to the applicable Advance Rate.

*Section 2.6. Conversion of Principal Advances to Term Loans; Term Loans; Default Advances.* (a) Subject to (i) the satisfaction of the conditions set forth in Section 3.3 hereof, and (ii) delivery by the City to the Bank of a Request for Term Loan in the form of Exhibit E attached hereto no later than 30 days prior to the Term Loan Conversion Date, any amount of a Principal Advance (but not a Default Advance) remaining unpaid by the City to the Bank under Section 2.5 hereof on the Term Loan Conversion Date shall be converted to a term loan (each, a *"Term Loan"*

and, collectively, the *"Term Loans"*). The City shall repay the principal amount of each Term Loan in installments as to principal, commencing on the first Quarterly Payment Date following the Term Loan Conversion Date, and on each Quarterly Payment Date thereafter, with the final installment in an amount equal to the then outstanding principal amount due and payable on the Final Maturity Date. The principal amount of each Term Loan shall be amortized over the period from the Term Loan Conversion Date to the Final Maturity Date in equal quarterly installments of principal; *provided, however,* that the unpaid amount of each Term Loan shall be paid by the City in each year only to the extent of the then fair rental value with respect to the Components subject to the Sublease for such Base Rental Period, and to the extent not so repaid because the unpaid amount of such Term Loan exceeds the fair rental value with respect to the Components subject to the Sublease for such Base Rental Period, such unpaid Term Loan amounts shall be paid during each subsequent Base Rental Period, to the extent owed, to the extent of the then fair rental value with respect to the Components subject to the Sublease for each such subsequent Base Rental Period, and such Term Loan shall continue to be an obligation of the City pursuant to the Sublease. The City may prepay or cause to be prepaid the outstanding amount of any Term Loan in whole or in part with accrued interest to the date of such prepayment on the amount prepaid. The amount of the Available Commitment and the amounts available to be drawn thereunder by the Delivery and Paying Agent by any Notice of Loan shall not be increased with respect to the conversion of a Principal Advance to a Term Loan.

(b) Each Term Loan shall bear interest at the applicable Bank Rate, payable monthly in arrears (based on a year of 360-days and the actual number of days elapsed) on the first Business Day of each calendar month during the term of such Term Loan and on the date on which the final installment of principal of the Term Loan is payable.

(c) (1) If (i) the Bank shall make any payment hereunder pursuant to a Notice of Loan and the conditions set forth in Section 3.3 hereof shall not have been fulfilled on the Funding Date, and the City fails to reimburse the Bank, or cause to be the Bank to be reimbursed, for such payment in connection therewith on the Funding Date, (ii) the Bank shall have made a Principal Advance to the City and the conditions set forth in Section 3.3 hereof shall have not been fulfilled on the Term Loan Conversion Date, or (iii) an Event of Default shall have occurred while any Revolving Loan, Principal Advance, Interest Advance or Term Loan remains outstanding, then, in each case, such payment, Revolving Loan, Principal Advance, Interest Advance or Term Loan, as applicable, shall then constitute or become a default advance made by the Bank to the City on the date of such event and in the amount of such payment or advance hereunder (each such default advance being a *"Default Advance"* and, collectively, the *"Default Advances"*). The City hereby agrees to pay or cause to be paid to the Bank (i) interest at the Default Rate on any amount of the Default Advance remaining unpaid by the City to the Bank from the date of such Default Advance until payment in full, payable monthly in arrears on the first Business Day of each calendar month, for the immediately preceding calendar month, and (ii) the unpaid amount of each Default Advance, payable on each Quarterly Payment Date in an amount equal to the then fair rental value with respect to the Components subject to the Sublease for such quarterly period, in each case, subject to the immediately following clause (2).

(2) The unpaid amount of each Default Advance shall be paid or caused to be paid by the City in each year only to the extent of the then fair rental value with respect to the Components

subject to the Sublease for such Base Rental Period, and to the extent not so repaid because the unpaid amount of such Default Advance exceeds the fair rental value with respect to the Components subject to the Sublease for such Base Rental Period, the unpaid amounts of such Default Advance shall be paid during each subsequent Base Rental Period, to the extent owed, to the extent of the then fair rental value with respect to the Components subject to the Sublease for each such subsequent Base Rental Period, and such Default Advance shall continue to be an obligation of the City pursuant to the Sublease.

*Section 2.7. Prepayment of Principal Advances, Interest Advances, Default Advances or Term Loans; Reinstatement of Available Commitment.* (a) Upon prior written notice to the Bank, the City may prepay or cause to be prepaid the amount of any Principal Advance, Interest Advance, Default Advance or Term Loan outstanding in whole or in part with accrued interest to the date of such repayment on the amount prepaid. Any prepayment in part under this Section 2.7(a) shall be in a minimum principal amount of $100,000 and integral multiples of $5,000 in excess thereof, and shall be applied by the Bank against each such Principal Advance, Interest Advance, Default Advance or Term Loan, as the case may be, first to any Default Advance and, thereafter, in the order in which each such Principal Advance, Interest Advance or Term Loan, as the case may be, was made.

(b) Any prepayment made under Section 2.7(a) hereof shall be applied by the Bank as a reimbursement of the related Principal Advance, Interest Advance, Default Advance or Term Loan (and as a prepayment of the Principal Advance, Interest Advance, Default Advance or Term Loan, as the case may be, resulting from such Principal Advance, Interest Advance, Default Advance or Term Loan) and, in the case of a prepayment of a Principal Advance, Interest Advance or Term Loan, the City irrevocably authorizes the Bank to reinstate the Available Commitment by the amount of such prepayment; *provided, however,* that the Delivery and Paying Agent shall not deliver any Certificates (the aggregate principal and interest of which is payable from the amount of the Available Commitment so reinstated) for sale or otherwise until the Available Commitment has been reinstated pursuant to the terms of this Agreement. The amount of the Available Commitment and the amounts available to be drawn thereunder by the Delivery and Paying Agent by a Notice of Loan shall not be increased with respect to repayments of Term Loans or Default Advances, unless otherwise agreed to in writing by the Bank.

(c) In the event that the Delivery and Paying Agent delivers any Certificates while any Principal Advance, Interest Advance, or Term Loan or any portion of any Principal Advance, Interest Advance or any Term Loan remains unpaid, the City shall apply the proceeds of any such Certificates to the prepayment of such outstanding Principal Advance, Interest Advance or Term Loan, as the case may be. Any prepayment in part under this Section 2.7(c) shall be applied against each such Principal Advance, Interest Advance or Term Loan in the order in which each such Principal Advance, Interest Advance or Term Loan, as the case may be, was made.

*Section 2.8. Increased Costs; Capital Adequacy.* (a) In the event of the adoption after the Effective Date of any law, rule or regulation (domestic or foreign), or any change after the Effective Date in any law, rule or regulation, or the interpretation or application thereof by any court, governmental authority, central bank or comparable authority charged with the enforcement or administration or interpretation thereof, or the compliance with any guidelines or request from

any governmental authority, central bank or comparable authority (whether or not having the force of law):

(i) subjects the Bank or any Participant Bank to any tax, deduction or withholding with respect to this Agreement, the Fee Agreement or the Revolving Bank Certificate (other than any tax based upon the overall net income of the Bank or such Participant Bank), or

(ii) imposes, modifies or deems applicable any reserve, capital or liquidity ratio, special deposit, insurance premium (including any assessment or other cost imposed by the Federal Deposit Insurance Corporation or any successor thereto) or similar requirement against credits (including letters of credit) or commitments to extend credit extended by, or assets (funded or contingent) held by, or deposits with or for the account of, or loans by, or other acquisitions of funds or bonds by, the Bank or any Participant Bank, or

(iii) imposes upon the Bank or any Participant Bank any other condition or expense with respect to this Agreement, the commitment or obligations of the Bank or such Participant Bank hereunder, the Fee Agreement or the Revolving Bank Certificate,

and the result of any of the foregoing is to increase the cost to the Bank or such Participant Bank, reduce the income receivable by the Bank or the Participant Bank, impose any expense upon the Bank or such Participant Bank or reduce the amount of any payment receivable by the Bank or such Participant Bank, with respect to this Agreement, the Fee Agreement or the Revolving Bank Certificate, as reasonably determined and allocated by the Bank or such Participant Bank, by an amount which the Bank or such Participant Bank deems to be material, the Bank shall notify the City thereof by delivery of a certificate of an officer of the Bank or such Participant Bank of the nature described in the next sentence, and the City shall pay or cause to be paid to the Bank promptly, and in any event within thirty (30) days after receipt of such notice, that amount which shall compensate the Bank or such Participant Bank (on an after tax basis, grossing up to cover any taxes payable by the Bank or such Participant Bank on such amount) for such increase in cost, reduction in income, additional expense or reduced amount. A certificate setting forth such increase in cost, reduction in income or additional expense or reduced amount (including such detail as the City may reasonably request), and the manner of calculating the same as determined by the Bank or such Participant Bank, shall be submitted by the Bank to the City and, absent manifest error, shall be conclusive as to the amount thereof; *provided however,* the City shall not be obligated to pay such costs incurred before 180 days prior to the notification thereof, except where (i) the Bank or Participant Bank, as applicable, had no actual knowledge of the action resulting in such increased costs, increased capital or reduction in the rate of return, as applicable, as of the date which is 180 days prior to the notification thereof or (ii) such increased costs, increased capital or reduction in the rate of return apply to the Bank or Participant Bank retroactively to a date prior to the date which is 180 days prior to the notification thereof. In making the determinations contemplated by the above referenced certificate, the Bank or such Participant Bank may make such reasonable estimates, assumptions, allocations and the like that the Bank or such Participant Bank in good faith determines to be appropriate.

(b) If the Bank or any Participant Bank shall have determined that the adoption after the Effective Date of any law, rule, regulation or guideline (whether or not having the force of law) regarding liquidity as well as capital adequacy, or any change in any applicable law, rule, regulation or guideline, as the case may be, or any change in the enforcement or interpretation or administration thereof by any court or any administrative or governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bank or any Participant Bank (or any lending office thereof) with any request or directive regarding liquidity as well as capital adequacy (whether or not having the force of law) of any such authority, central bank or comparable agency, has or would have the effect of (A) affecting the amount of capital or liquidity to be maintained by the Bank or such Participant Bank or the Bank's or such Participant Bank's parent or holding company, if any or (B) reducing the rate of return on capital or liquidity of the Bank or such Participant Bank as a consequence of its rights or obligations hereunder, the Fee Agreement or with respect to the Revolving Bank Certificate to a level below that which the Bank or such Participant Bank could have achieved but for such adoption, change or compliance (taking into consideration the policies of the Bank or such Participant Bank with respect to liquidity and capital adequacy) by an amount deemed by the Bank to be material, the Bank shall notify the City thereof by delivery of a certificate of an officer of the Bank of the nature described in the next sentence, and the City shall pay or cause to be paid to the Bank promptly, and in any event within thirty (30) days after receipt of such notice, that amount which shall compensate the Bank or such Participant Bank (on an after tax basis, grossing up to cover any taxes payable by the Bank or such Participant Bank on such amount) for such reduction in rate of return on capital; *provided however,* the City shall not be obligated to pay such additional compensation for a period up to 180 days prior to the notification thereof, except where (i) the Bank or Participant Bank, as applicable, had no actual knowledge of the action resulting in such increased costs, increased capital or reduction in the rate of return, as applicable, as of the date which is 180 days prior to the notification thereof or (ii) such increased costs, increased capital or reduction in the rate of return apply to the Bank or Participant Bank retroactively to a date prior to the date which is 180 days prior to the notification thereof. A certificate setting forth such reduction in rate of return on capital (including such detail as the City may reasonably request), and the manner of calculating the same as determined by the Bank or such Participant Bank, shall be submitted by the Bank to the City and, absent manifest error, shall be conclusive as to the amount thereof. In making the determinations contemplated by the above referenced certificate, the Bank or such Participant Bank may make such reasonable estimates, assumptions, allocations and the like that the Bank or such Participant Bank in good faith determines to be appropriate.

(c) The Bank shall notify the City of any such impending or announced change in law, regulation or interpretation referred to in subsection (a) or (b) of this Section 2.8 promptly upon receipt by it of actual notice of such change; *provided, however,* that any delay or failure to so notify the City shall not in any manner relieve the City of their obligations under this Section 2.8.

(d) Notwithstanding anything to the contrary in this Section 2.8, in the event the Bank grants any participation to any Participant Bank pursuant to Section 7.7(b) hereof, the City shall not have any obligation to pay amounts pursuant to this Section 2.8 in an amount greater than that which it would have been required to pay if the Bank had not granted such participation.

(e) The obligations and liabilities under this Section 2.8 shall survive the termination of this Agreement and the payment in full of all Obligations.

(f) A change in law, rule, regulation or guideline (whether or not having the force of law) shall include, without limitation, (i) any change in the Risk-Based Capital Guidelines or (ii) any adoption of or change in any other law, governmental or quasi-governmental rule, regulation, policy, guideline, interpretation, or directive (whether or not having the force of law) or in the interpretation, promulgation, implementation or administration thereof which affects the amount of capital or liquidity required or expected to be maintained by the Bank or any Participant Bank or any corporation controlling the Bank or any Participant Bank. Notwithstanding the foregoing, for purposes of this Agreement, all requests, rules, ruling, guidelines, regulations or directives in connection with the Dodd-Frank Act shall be deemed to be a change in law for the purposes of this Section regardless of the date enacted, adopted or issued and all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority) or the United States financial regulatory authorities or foreign regulatory authorities shall be deemed to be a change in law for the purposes of this Section regardless of the date enacted, adopted, issued, promulgated or implemented.

(g) To the extent amounts under this Section 2.8 are allocated and/or incurred, in whole or in part, at the level of the Bank's parent or any corporation controlling the Bank or a Participant Bank's parent or any corporation controlling such Participant Bank, the Bank's parent or any corporation controlling the Bank and such Participant Bank's parent or any corporation controlling such Participant Bank shall have the same rights and benefits against the City under this Section 2.8 as it would have had if such parent or any corporation controlling the Bank or such Participant Bank were the Bank or such Participant Bank hereunder; *provided,* that increased costs incurred by the Bank's or such Participant Bank's parent or any corporation controlling the Bank or such Participant Bank, as applicable, shall be without duplication of any increased costs incurred by the Bank or such Participant Bank.

*Section 2.9. Payments and Computations.* (a) The City shall make or cause to be made each payment hereunder and under the Fee Agreement (i) representing reimbursement pursuant to Section 2.3 and Section 2.4 hereof to the Bank of the amount advanced as a Loan pursuant to a Notice of Loan hereunder not later than 4:00 p.m., and (ii) not later than 1:00 p.m. for all other payments, on the day when due, in lawful money of the United States of America to the account of the Bank at the Bank's Office in immediately available funds; *provided, however,* that whenever any payment hereunder or under the Fee Agreement shall be due on a day that is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day, and any interest payable thereon shall be payable for such extended time; and *provided, further* that the City shall be permitted to make any payment pursuant to Section 1.1 of the Fee Agreement in next day funds if such payment is made (i) on the Business Day immediately preceding the date on which such payment would otherwise have been due and (ii) in an amount equal to the amount that would have been required to have been paid had the payment not been made in next day funds in reliance upon this proviso. Payment received by the Bank after the applicable time set forth in this Section 2.8 shall be considered to have been made on the next succeeding Business Day. Computations of the Advance Rate, the Bank Rate, the Base Rate, the Prime Rate and the Default

Rate hereunder or under the Fee Agreement shall be made by the Bank on the basis of a year of 360 days for the actual number of days elapsed.

(b) All such payments will be made without counterclaim, setoff, condition or defense, free and clear of, and without deduction or withholding for, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein (but excluding any tax imposed on the overall net income of the Bank or such Participant Bank pursuant to the laws of the jurisdiction (or any political subdivision or taxing authority thereof or therein) in which the principal office of the Bank or such Participant Bank is located) and all interest, penalties or similar liabilities with respect thereto (collectively, *"Taxes"*); *provided, however,* that the City shall have no liability with respect to any Taxes which are imposed on the Bank or any Participant Bank pursuant to the laws of the jurisdiction (or any political subdivision or taxing authority thereof or therein) in which the principal office of the Bank or such Participant Bank is located unless (i) the Bank or such Participant Bank is entitled to the benefits of an income tax treaty with the United States that provides for an exemption from United States withholding tax on interest and other amounts payable to the Bank or such Participant Bank, as the case may be, pursuant to the terms of this Agreement, the Revolving Bank Certificate and any other Related Document, or (ii) all interest and other amounts payable to the Bank or such Participant Bank pursuant to the terms of this Agreement, the Revolving Bank Certificate or any other Related Documents will be effectively connected with the conduct by the Bank or such Participant Bank of a trade or business within the United States. If any Taxes are so levied or imposed, the City agrees to pay or cause to be paid to the Bank on demand the full amount of such Taxes and such additional amounts as may be necessary so that every payment of all amounts due hereunder, under the Revolving Bank Certificate or under any Related Document, after withholding or deduction for or on account of any Taxes, will not be less than the amount provided for herein, in the Revolving Bank Certificate or in such Related Document. The City will deliver to the Bank within forty-five (45) days after the date the payment of any Taxes is due pursuant to applicable law certified copies of tax receipts evidencing such payment by the City. To the extent permitted by law, the City will indemnify and hold harmless the Bank or such Participant Bank and reimburse the Bank upon written request, for the amount of any Taxes so levied or imposed and paid by the Bank or such Participant Bank. The obligations and liabilities under this Section 2.9(b) shall survive the termination of this Agreement and the payment in full of all Obligations.

(c) Unless otherwise provided herein, amounts not paid when due shall bear interest at the Default Rate and shall be payable upon demand.

*Section 2.10. Extension of Stated Expiration Date.* The Stated Expiration Date shall be subject to extension at any time following the then scheduled Stated Expiration Date, as set forth below. On any date which is not less than one hundred eighty (180) days prior to the Stated Expiration Date, the City may request in writing that the Bank extend the Stated Expiration Date for an additional term of such period as the parties may agree by delivery to the Bank of a Request for Extension in the form attached hereto as Exhibit E. Within forty-five (45) days of the date of any such Request for Extension, the Bank will notify the City in writing of the decision by the Bank in its absolute discretion whether to extend for such additional period, the Stated Expiration Date for purposes of this Agreement, including in such notice the extended Stated Expiration Date

and the conditions of such consent (including conditions relating to legal documentation and the consent of the Delivery and Paying Agent). If the Bank does so agree to extend, the Bank shall deliver an executed Notice of Extension to the Delivery and Paying Agent. If the Bank elects not to extend or fails to send such written notice of such election to extend within such 60-day period, the Bank shall not provide a Notice of Extension to the Trustee, and the Bank shall be deemed to have denied the City's request to extend. The failure of the Bank to give such Notice of Extension shall be deemed a denial of the City's request for extension.

*Section 2.11. Evidence of Obligation; Revolving Bank Certificate.* The Bank shall maintain in accordance with its usual practice an account or accounts evidencing the obligations resulting from each Loan made hereunder and from each Loan made from time to time hereunder and the amounts of principal and interest payable and paid from time to time hereunder. In any legal action or proceeding in respect of this Agreement, the entries made in such accounts shall be *prima facie* evidence of the existence and amounts of the obligations of the City therein evidenced.

To evidence the obligation of the City due and owing to the Bank under this Agreement with respect to Loans made by Bank hereunder, the City will cause the execution and delivery of the Revolving Bank Certificate, in the form of Exhibit B attached hereto, to the Bank on the Effective Date. The Bank shall note on the grid attached to the Revolving Bank Certificate principal amounts owing to the Bank, and the maturity schedule therefor pursuant to Sections 2.5 and 2.6 hereof respecting outstanding Revolving Loans and Term Loans converted from Principal Advances with interest until payment in full pursuant to the terms of the Revolving Bank Certificate. The obligations of the City under this Agreement are payable solely from the Pledged Property.

The Revolving Bank Certificate shall bear interest and shall be due and payable on the dates, in the amounts, and under the circumstances set forth herein. The City's obligations to repay each Loan and to pay interest thereon as provided herein and to pay all other Obligations shall be evidenced and secured by the Revolving Bank Certificate, payable to the Bank and in the principal amount equal to the Bank's Commitment, and the City shall, without duplication (i) make a principal payment on the Revolving Bank Certificate on each date on which the City is required to make a principal payment on each Loan in an amount equal to the principal payment due on such date, (ii) pay interest with respect to the Revolving Bank Certificate on each date on which the City is required to make an interest payment with respect to each Loan in an amount equal to the interest payment due on such date and (iii) make payment on the Revolving Bank Certificate on each date on which any other Obligation is due and owing hereunder in an amount equal to the amount of such Obligation on such date. The payment of the principal and interest with respect to the Revolving Bank Certificate shall constitute payment of the principal and interest with respect to the related Obligation and the payment of the principal of and interest on the Obligation shall constitute the payment of and principal and interest on the Revolving Bank Certificate and the failure to make any payment on any Obligation when due shall be a failure to make a payment on the Revolving Bank Certificate and the failure to make any payment on the Revolving Bank Certificate when due shall be a failure to make a payment on the Obligation.

*Section 2.12. Obligations Absolute.* The obligations of the City under this Agreement shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the

terms thereof, under all circumstances whatsoever, including without limitation the following circumstances:

(a) any lack of validity or enforceability of any of the Related Documents;

(b) any amendment to, waiver of or consent to departure from any provision of, this Agreement or any of the Related Documents;

(c) the existence of any claim, set-off, defense or other right which the City may have at any time against the Trustee, the Delivery and Paying Agent, a Dealer or the Bank (other than the defense of the payment to the Bank in accordance with the terms of this Agreement), any successor Delivery and Paying Agent (or any person or entity for whom any such successor may be acting), or any other Person, whether in connection with this Agreement, any Related Document or any unrelated transaction;

(d) any Notice of Loan or other demand, statement or any other document presented hereunder proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;

(e) any non-application or misapplication by the Delivery and Paying Agent of the proceeds of any Loan hereunder;

(f) payment by the Bank hereunder to the person entitled thereto against presentation of a Notice of Loan which does not comply strictly with the terms hereof; or

(g) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

Nothing contained in this Section 2.12 shall operate to prevent the City from bringing a cause of action against the Bank for any liability it may incur as a result of its gross negligence or willful misconduct as provided in Section 7.5 hereof.

Notwithstanding the foregoing, the obligations of the City under this Agreement are a special obligation of the City payable solely from the Pledged Property and subject to the fair rental value with respect to the Components subject to the Sublease.

*Section 2.13. Termination*. (a) Notwithstanding any provision of this Agreement or the Fee Agreement to the contrary, the City shall not terminate, replace or permanently reduce the Commitment prior to the Stated Expiration Date except upon (i) the payment to the Bank of all fees, expenses and other amounts payable hereunder and under the Fee Agreement, (including, without limitation, any amounts payable pursuant to Section 1.5 thereof) (ii) the payment to the Bank of all principal and accrued interest owing on the Revolving Bank Certificate and (iii) providing the Bank written notice of its intention to do so at least sixty (60) days prior to the date of such termination or replacement; *provided* that all payments to the Bank referred to in clauses (i), (ii) and (iii) above shall be made with immediately available funds.

(b) The City shall not reduce the Commitment to a level such that the Available Principal Commitment is less than the outstanding principal amount of the Certificates or the Available Interest Commitment is less than the amount of accrued interest with respect to Outstanding Certificates to their respective maturity dates.

*Section 2.14. Pledge by the City*. To provide security to the Bank for the payment by the City of the Obligations and any and all amounts now or hereafter owing to the Bank under this Agreement and the Revolving Bank Certificate, the City hereby pledges to the Bank the Pledged Property. The pledge of the Pledged Property made by the City hereunder is valid, binding and perfected from the time when it is made and the Pledged Property so pledged shall immediately be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid, binding and perfected as against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof. Such lien shall be on a parity with the lien in favor of the Bank and the Delivery and Paying Agent and the Trustee on the Pledged Property under the Trust Agreement. The obligations of the City under this Agreement are a special obligation of the City payable solely from the Pledged Property. No filing, registration, recording or publication of this Agreement or the Revolving Bank Certificate or any other instrument is required to establish the pledge of the Pledged Property.

*Section 2.15. Maximum Interest Rate; Payment of Fee*. If the rate of interest payable hereunder shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and (B) the Maximum Rate (the *"Excess Interest"*), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed such Maximum Rate, at which time the City shall pay or cause to be paid to the Bank, with respect to amounts then payable to the Bank that are required to accrue interest hereunder, such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Bank to equal such Maximum Rate, which payments of deferred Excess Interest shall continue to apply to such unpaid amounts hereunder until all deferred Excess Interest is fully paid to the Bank. Upon the termination of this Agreement, in consideration for any limitation of the rate of interest which may otherwise be payable hereunder, the City shall pay or cause to be paid to the Bank a fee equal to the amount of all unpaid deferred Excess Interest (the *"Excess Interest Fee"*); *provided* that the Excess Interest Fee shall be payable as and to the extent that the then fair rental value with respect to the Components subject to the Sublease for such Base Rental Period exceeds the sum of all other Reimbursement Obligations remaining unpaid hereunder and the amount of interest accruing on the Certificates during such Base Rental Period. In accordance with Section 5922 of the California Government Code, the City hereby represents and warrants that the obligations of the City under the Revolving Bank Certificate and all other Reimbursement Obligations hereunder are not subject to any limitation as to maximum interest rate.

*Section 2.16. Adjustment of Base Rental*. (a) To the extent any Reimbursement Obligation or accrued interest thereon has not been paid as and when due or any deferred Excess Interest remains unpaid, following the Commitment Termination Date and for so long thereafter as any Reimbursement Obligations remain unpaid, the City shall increase the amount of the Base Rental

payable under the Sublease for the Property to the greater of (i) the Maximum Base Rental for the Property or (ii) the maximum fair rental value of the Property determined in accordance with subsection (b) below.

(b) To the extent any Reimbursement Obligation or accrued interest thereon has not been paid as and when due or any deferred Excess Interest remains unpaid, following the Commitment Termination Date and for so long thereafter as any Reimbursement Obligations remain unpaid, unless the Sublease has terminated in accordance with its terms, the City agrees, at the Bank's sole written request, from time to time (but not more than once in any twelve month period), to determine or cause to be determined, the fair rental value for one or more Components. Upon consultation with special counsel and the Bank, such determination shall be by a Class C appraisal or an MAI certified appraisal conducted by an employee of the City and shall be at the sole expense of the City. In addition, the City agrees to extend the term of (i) the Site Lease in accordance with Section 4 thereof and (ii) the Sublease in accordance with Section 2.2 thereof, if, on the stated expiration thereof, any amounts remain owing to the Bank hereunder or under any of the other Related Documents.

*Section 2.17. Rights of the Bank*. At any time any Loan is outstanding hereunder, the Bank shall be entitled to and shall be deemed to have all rights, privileges and security accorded owners of Certificates as provided in the Certificates and the Trust Agreement.

## ARTICLE III

## CONDITIONS

*Section 3.1. Conditions to Closing and Effectiveness of this Agreement*. The obligation of the Bank to make Revolving Loans in accordance with Section 2.1 hereof shall become effective subject to the fulfillment of the following conditions precedent on or before the Effective Date in form and substance and in a manner satisfactory to the Bank:

(a) The Bank shall have received:

(i) Certified copies of the resolutions of the City approving this Agreement, the other Related Documents and the other matters contemplated hereby and thereby, and all other documents, including records of proceedings of the City, instruments, governmental approvals, third party approvals and opinions as the Bank and its counsel may reasonably request evidencing any other necessary action.

(ii) A certificate of the City stating the names and true signatures of the officers of the City authorized to sign this Agreement, the Fee Agreement, the Revolving Bank Certificate and the other documents to be delivered by the City hereunder.

(iii) Executed or certified copies, as applicable, of each of the Related Documents in form and substance satisfactory to the Bank.

(iv) Reserved.

(v) An opinion addressed to the Bank from Jones Hall, A Professional Law Corporation (*"Special Counsel"*), in form and substance satisfactory to the Bank and its counsel, addressed to the Bank, to the effect that (A) this Agreement and the Fee Agreement have been duly authorized, executed and delivered by the City and constitute legal, valid and binding agreements of the City enforceable against the City in accordance with their respective terms (except that (i) the enforcement of the Agreement and the Fee Agreement may be limited by bankruptcy and other similar laws relating to creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against governmental entities such as the City in the State of California and (ii) Special Counsel shall not be required to express any opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute or having the effect of a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained therein or the availability of any equitable remedies), (B) the Revolving Bank Certificate has been duly executed and delivered pursuant to the Trust Agreement in evidence of Loans made by the Bank hereunder and constitutes a legal, valid and binding agreement of the City enforceable against the City in accordance with its terms (except that (i) the enforcement thereof may be limited by bankruptcy and other similar laws relating to creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against governmental entities such as the City in the State of California) and (ii) Special Counsel shall not be required to express any opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute or having the effect of a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained therein or the availability of any equitable remedies, (C) this Agreement satisfies the terms and conditions of the Trust Agreement, (D) the Bank is entitled to the benefits of the Trust Agreement on a parity with all holders of the Certificates, (E) the City has the authority and power to execute this Agreement, (F) that the terms of the Trust Agreement and this Agreement create a valid pledge of and lien of the Pledged Property to secure the Revolving Bank Certificate and the amounts owed to the Bank hereunder and under the Fee Agreement and (G) the status of the Base Rental payments.

(vi) Evidence that (A) the short-term rating assigned to the Certificates by S&P is "A-1" or better, by Moody's is "P-1" or better, and by Fitch is "F1+" or better; (B) the long-term unenhanced debt ratings assigned by each of Fitch, S&P and Moody's to any unenhanced Lease Obligation Debt of the City (without giving

effect to any bond insurance or other credit enhancement thereon) is at least "Aaa", "AAA" and "AA+" by Moody's, S&P and Fitch, respectively, and (C) the long-term unenhanced debt ratings assigned by each of Fitch, S&P and Moody's to any unenhanced general obligations bonds of the City (without giving effect to any bond insurance or other credit enhancement thereon) is at least "Aaa", "AAA" and "AA+" by Moody's, S&P and Fitch, respectively;

(vii) The Revolving Bank Certificate, duly executed and delivered to the Bank.

(viii) A certificate of the City setting forth the annual fair rental value of each Component.

(ix) Certificate(s) of the City stating that (A) on the Effective Date, no Default or Event of Default has occurred and is continuing, or would result from the execution and delivery of this Agreement or the Fee Agreement, and that (B) on the Effective Date and after giving effect to the execution and delivery of this Agreement and the Fee Agreement, all representations and warranties of the City contained herein or otherwise made in writing in connection herewith shall be true and correct with the same force and effect as though such representations and warranties had been made on and as of such time.

(x) An opinion of the City Attorney of the City as counsel to the City, in form and substance satisfactory to the Bank and its counsel, and addressed to the Bank.

(xi) Audited financial statements for the City for the two most recently available fiscal years and the most recent operating budget summaries for the City's General Fund for the current fiscal year.

(xii) Written evidence of title insurance on the Components insuring the Trustee and naming the Bank an additional insured, in an amount not less than the Commitment, subject only to such exceptions as shall be acceptable to the Bank, with such endorsements and affirmative coverages as may be reasonably required by the Bank, including such endorsements as may be reasonably required by the Bank, and otherwise in form and substance satisfactory to the Bank and its counsel and issued by an insurance company acceptable to the Bank and its counsel and authorized to issue such insurance in the State of California.

(xiii) A certificate from the City's Risk Manager stating that the City's current policies of insurance and any self-insurance maintained by the City comply with the provisions of Section 4.3 of the Sublease.

(xiv) Evidence of the City's current hazard and rental interruption insurance for the Components and such insurance shall be satisfactory to the Bank.

(xv) A copy of the investment policy of the City.

(xvi) Certificates of the Trustee and the Delivery and Paying Agent evidencing the signatures and offices of officers of each executing the Related Documents and with respect to the Delivery and Paying Agent, authorized to deliver Notices of Loan under this Agreement, and with respect to such other matters as the Bank may reasonably request, and an opinion of counsel to each of the Delivery and Paying Agent and the Trustee, in form and substance satisfactory to the Bank and its counsel, and addressed to the Bank.

(xvii) Written evidence satisfactory to the Bank that (A) a separate CUSIP number has been obtained and reserved from Standard and Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. for the Revolving Bank Certificate (such CUSIP number shall also be made available on the Bloomberg Municipal Bond Description Screen or otherwise provided electronically to the Bank pursuant to a third party provider of such information) and (B) the Revolving Bank Certificate (and its related CUSIP number) shall have been assigned one rating of at least "Baa3" by Moody's or "BBB-" by Fitch.

(xviii) A reliance letter from Jones Hall, A Professional Law Corporation, Special Counsel, addressed to the Bank, entitling the Bank to rely on such firm's approving opinion addressed to the City and dated November 15, 2021.

(xix) Such other documents, certificates, opinions, approvals and filings with respect to the Related Documents and this Agreement as Special Counsel and the Bank may reasonably request.

(b) All other legal matters pertaining to the execution and delivery of this Agreement, the Related Documents and the execution and delivery of the first installment of the Certificates shall be reasonably satisfactory to Special Counsel, the Bank and its counsel.

(c) The City shall have made payment to the Bank of all amounts due on the Effective Date hereunder and under the Fee Agreement.

*Section 3.2. Conditions to Making Revolving Loans*. The obligation of the Bank to make any Revolving Loan is subject to the satisfaction of each condition in Section 3.1 hereof on or prior to the Effective Date, receipt by the Bank of a properly presented and conforming Notice of Loan in accordance with Section 2.2(a) hereof and the satisfaction of the further condition that no Special Event of Default shall have occurred and no Suspension Event shall have occurred and be continuing. In addition, the Bank shall have no obligation to make any Revolving Loan the proceeds of which shall be used to pay the principal and/or interest with respect to maturing Certificates that were issued after receipt by the Delivery and Paying Agent of a No-Delivery Notice. The submission of a Notice of Loan by the Delivery and Paying Agent shall be deemed to be a representation and warranty by the City on the date of such borrowing that no Special Event of Default shall have occurred and no Suspension Event shall have occurred and be continuing.

*Section 3.3. Conditions Precedent to Each Credit Event*. As a condition precedent to the occurrence of each Credit Event hereunder, the following conditions shall be satisfied on the date of such Credit Event:

(a) no Default or Event of Default shall have occurred and be continuing; and

(b) the representations and warranties made by the City in Article 4 hereof (other than in Section 4.1(p) hereof) shall be true and correct on and as of such date, as if made on and as of such date.

On the occurrence of each Credit Event, the City shall be deemed to have represented and warranted that the foregoing conditions precedent have been satisfied.

*Section 3.4. No-Delivery Notice*. The Bank may deliver a notice to the Delivery and Paying Agent in the form of Exhibit D hereto (a *"No-Delivery Notice"*) at any time that the Bank shall have determined that (i) a Default or Event of Default shall have occurred and be continuing or (ii) any representation or warranty of the City set forth in Article 4 hereof (other than in Section 4.1(p) hereof) shall, in the reasonable opinion of the Bank, no longer be true and correct in any material respect. Upon receipt of a No-Delivery Notice, the Delivery and Paying Agent shall cease authenticating Certificates, as provided in Section 3.01 of the Trust Agreement, unless and until such No-Delivery Notice is rescinded by the Bank. Any such No-Delivery Notice received after 10:00 a.m., on any day on which Certificates are being issued, shall be deemed to have been received on the next following Business Day. The Bank shall not incur any liability as a result of the Bank's giving of any No-Delivery Notice which, in its good faith judgment, the Bank determines to be in accordance with this Section 3.4. Notwithstanding anything in this Section 3.4 which may be to the contrary, a No-Delivery Notice shall not affect the obligation of the Bank to honor demands for payment hereunder with respect to Certificates authenticated prior to the receipt by the Delivery and Paying Agent of such No-Delivery Notice, and the Delivery and Paying Agent shall continue to have the right to request Revolving Loans hereunder to pay the principal and accrued interest with respect to maturing Certificates authenticated prior to the receipt by the Delivery and Paying Agent of such No-Delivery Notice. A No-Delivery Notice may be given by facsimile or electronic mail transmission, confirmed in writing within 24 hours, but the failure to so confirm such No-Delivery Notice in writing shall not render such No-Delivery Notice ineffective. The Bank will furnish a copy of any No-Delivery Notice to the City and the Dealer promptly following delivery thereof to the Delivery and Paying Agent, but the failure to furnish any such copy shall not render ineffective such No-Delivery Notice.

*Section 3.5. Conditions Precedent to Each Certificate Issuance*. No Certificate shall be issued unless on the date of such issuance, each of the following conditions precedent shall have been fulfilled in a manner satisfactory to the Bank (or waived by the Bank in writing):

(a) *Representations and Warranties, No Event of Default.* The representations and warranties contained herein, each other Related Document and each certificate or other writing delivered to the Bank pursuant hereto or thereto on or prior to the date of such issuance shall be correct on and as of such date as though made on and as of such date and

no Event of Default or Default shall have occurred and be continuing on such date or would result from such issuance.

(b) *Certificates.* All conditions precedent for the issuance of the Certificates hereunder and under the Trust Agreement and the Delivery and Paying Agent Agreement shall have been satisfied.

(c) *Sublease.* The Sublease shall be in full force and effect.

(d) *Governmental Approvals.* No registration, notice, qualification or other filing is required to be made with any Governmental Authority in connection with the issuance of the Certificates or, if required to be made, has been or will be made prior to the date of such issuance.

(e) *No-Delivery Notice.* The Delivery and Paying Agent shall not have received a No-Delivery Notice.

(f) *Available Commitment.* After the issuance of the Certificates, the aggregate principal amount of all Loans and Certificates that will be outstanding immediately after such issuance will not exceed the amount of the Available Commitment.

(g) *Initial Tax-Exempt Certificates.* Prior to the initial issuance of Tax-Exempt Certificates commencing on May 15, 2023 and every eighteen (18) months thereafter , the Bank shall have received a letter addressed to the Bank from Jones Hall, A Professional Law Corporation, Special Counsel, entitling the Bank to rely on such firm's approving opinion addressed to the City with respect to the exemption of interest on the Tax-Exempt Certificates from the gross income of the recipients thereof for federal income tax purposes.

Unless the City shall have previously advised the Bank in writing that one or more conditions set forth in subsections (a), (b), (c), (d) and (f) of this Section 3.5 have not been satisfied, the City shall be deemed to have represented and warranted that on the date of such issuance or authentication of any Certificate the above conditions have been satisfied.

## ARTICLE IV

## REPRESENTATIONS AND WARRANTIES

*Section 4.1. City Representations and Warranties*. The City represents and warrants that, as of the date on which this Agreement is executed and as of the date of each Revolving Loan made hereunder and on each Term Loan Conversion Date:

(a) *Existence*. The City is validly existing as a charter city and county duly organized and created and validly existing under the laws and Constitution of the State, with full right and power to own its properties and to carry on its affairs as now being conducted and to cause the execution and delivery of the Certificates, to pledge the security

and to execute, deliver and perform its obligations under this Agreement and each Related Document to which it is a party.

(b) *Authorization; Contravention*. The execution, delivery and performance by the City of this Agreement, the Revolving Bank Certificate and the other Related Documents to which it is a party are within the City's powers, have been duly authorized by all necessary action, require no further consent or action by or in respect of, or filing with, any governmental body, agency, official or other Person and do not violate or contravene, or constitute a default under, any provision of applicable law, charter, ordinance or regulation or of any material agreement, judgment, injunction, order, writ, determination, award, decree or instrument binding upon the City or by which the City or its properties may be bound or affected, or result in the creation or imposition of any lien or encumbrance on any asset of the City (other than pursuant to such enumerated documents). The City is not a party to, or otherwise subject to, any provision contained in any instrument evidencing indebtedness of the City, any agreement relating thereto, or any other contract or agreement (including its charter) that limits the amount of, or otherwise imposes restrictions on, the incurring of obligations of the City that would materially and adversely affect the ability of the City to perform its obligations hereunder or under any other Related Documents to which it is a party.

(c) *Binding Effect*. Assuming due execution by the other parties thereto, this Agreement and the other Related Documents to which the City is a party each constitutes a valid, binding and enforceable agreement of the City, subject to applicable laws affecting creditors' rights generally and general principles of equity regardless of whether such enforceability is considered in a proceeding at law or in equity.

(d) *No Default*. The City is not, in any material respect, in breach of or default under its organizational documents, or any applicable law or administrative regulation of the State or of the United States, relating, in each case, to the transactions contemplated hereby or by the other Related Documents, or any applicable judgment, decree, loan agreement, note, resolution, ordinance or other material agreement to which it is a party or is otherwise subject. Late delivery of financial statements or other reporting documentation shall not be deemed material for purposes of this Section.

(e) *Litigation*. Except as disclosed in writing to the Bank prior to the Effective Date, there is no action, suit or proceeding pending with service of process having been accomplished against, or to the knowledge of the City, threatened in writing against or affecting, the City before any court or arbitrator or any governmental body, agency or official seeking to restrain or enjoin the sale, execution or delivery of the Certificates or in any way contesting or affecting the validity of the Certificates or in which there is a reasonable possibility of an adverse decision which could have a material adverse effect on (i) the ability of the City to perform its obligations hereunder or under the Related Documents to which it is a party or (ii) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(f) *No Sovereign Immunity*. The City does not enjoy any rights of immunity on the grounds of sovereign immunity in respect of its obligations hereunder or under any Related Document to which it is a party or by which it is bound.

(g) *Incorporation of Representations and Warranties by Reference*. The City hereby makes to the Bank the same representations and warranties made by the City as are set forth in the Related Documents (other than this Agreement) to which it is a party, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety. No amendment to such representations and warranties or defined terms made pursuant to the Related Documents (other than this Agreement) to which it is a party shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the consent of the Bank.

(h) *No Proposed Legal Changes*. There is no amendment, or, to the knowledge of the City, no proposed amendment certified for placement on a statewide ballot, to the Constitution of the State of California or any published administrative interpretation of the Constitution of the State of California or any State of California law, or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect (i) the execution and delivery of this Agreement or the other Related Documents to which the City is a party, or (ii) the performance by the City of its obligations under this Agreement or the other Related Documents to which the City is a party.

(i) *Offering Memorandum*. The information contained in the Offering Memorandum under the heading "THE CITY AND COUNTY OF SAN FRANCISCO," as of the Effective Date, and as of the date of each execution and delivery of Certificates under the Trust Agreement, does not contain any untrue statement of any material fact.

(j) *Title to Property; Sublease*. The City has good and marketable fee simple title to all of the Components, subject only to Permitted Encumbrances. The Sublease is in full force and effect. The City, as lessee under the Sublease, is in peaceable possession of the Property. No waiver, indulgence or postponement of any of the City's obligations under the Sublease has been granted by the Trustee. There exists no event of default or event, occurrence, condition or act that, with the giving of notice, the lapse of time or the happening of any further event or condition, would become a default under the Sublease.

(k) *Disclosure*. Except as disclosed in writing to the Bank prior to the Effective Date, there is no fact known to the City, as of the date this representation is made, that would have a material adverse effect on (i) the ability of the City to perform its obligations hereunder or under the other Related Documents to which it is a party or (ii) the enforceability or validity of any of the Related Documents.

(l) *Financial Information*. The consolidated statement of financial position of the City as of June 30, 2021, as well as each Annual Comprehensive Financial Report

(*"ACFR"*) of the City as of any more recent date, delivered to the Bank pursuant to this Agreement (the *"Submitted Financial Statements"*), were prepared in accordance with GAAP consistently applied throughout the periods involved and fairly present the financial condition of the City as at such date and the results of the operations of the City for the period ended on such date, all in accordance with GAAP consistently applied, and since the date of such financial information, there has been no change in the business, financial condition, results of operations, or prospects of the City which would materially and adversely affect the ability of the City to perform its obligations hereunder or under any other Related Documents to which it is a party which has not been disclosed by the City to the Bank.

(m) *Legal Matters*. The City is in material compliance with all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction over the City, non-compliance with which would materially and adversely affect the ability of the City to perform its obligations hereunder or under any other Related Documents to which it is a party.

(n) *Environmental Matters*. In the ordinary course of its business, the City conducts an ongoing review of Environmental Regulations on the business, operations and properties of the City, in the course of which it identifies and evaluates associated liabilities and costs (including, without limitation, any capital or operating expenditures required for clean-up or closure of properties presently or previously owned or operated, any capital or operating expenditures required to achieve or maintain compliance with environmental protection standards imposed by law or as a condition of any license, permit or contract, any related constraints on operating activities, including any periodic or permanent shutdown of any facility or reduction in the level of or change in the nature of operations conducted thereat and any actual or potential liabilities to third parties, including employees, and any related costs and expenses). On the basis of such review the City has reasonably concluded that Environmental Regulations are unlikely to have a material adverse effect on the Property or the ability of the City to pay any Base Rental or Additional Rental or any of its obligations hereunder or under any other Related Document.

(o) *Regulations T, U and X*. The City is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X issued by the Board of Governors of the Federal Reserve System); and no proceeds of any Certificates or any Loans will be or have been used to extend credit to others for the purpose of purchasing or carrying any margin stock.

(p) *ERISA*. Other than as disclosed in writing to the Bank prior to the Effective Date, the City does not maintain or contribute to, and has not maintained or contributed to, any Plan that is subject to Title IV of ERISA and does not have any underfunded pension liabilities the effect of which could reasonably be expected to result in a material adverse effect on the City's ability to satisfy its obligations under this Agreement or the other Related Documents.

(q) *No Tax or Fee*. Neither the execution or delivery of this Agreement or the advance of any amounts pursuant to this Agreement will give rise to any tax or fee imposed by any local or state agency or governmental body.

(r) *Usury*. The terms of this Agreement and the Related Documents regarding calculation and payment of interest and fees do not violate any applicable usury laws.

(s) *Essentiality*. The Property is an essential asset of the City necessary to serve the needs of the residents of the City. The City believes that at all times while any rental payments or any obligation of the City under the Related Documents remains unpaid, the Property will remain an essential asset of the City.

(t) *Fair Rental Value*. The total Maximum Base Rental for the Property does not exceed the fair rental value of the Property. In making such determination of fair rental value, consideration has been given to the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the City and the general public.

(u) *Anti-Terrorism Laws*. The City is not in violation of any Laws relating to terrorism or money laundering (*"Anti-Terrorism Laws"*), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the *"Executive Order"*), and the Patriot Act;

(i) The City is not any of the following:

(A) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(B) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(C) a Person with which the Bank is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(D) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or

(E) a Person that is named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control (*"OFAC"*) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list; and

(ii) to the best of the City's knowledge, the City (A) does not conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (i) above,

(B) does not deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (C) does not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempt to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(v) *Additional Rental.* All Obligations of the City hereunder, other than the principal of and interest on the Loans, shall be paid as Additional Rentals pursuant to Section 3.1(h) of the Sublease.

(w) *Anti-Corruption Laws; Anti-Money Laundering Laws and Sanctions*. (i) None of (1) the City or, to the knowledge of the City, the members of the Board of Supervisors or any of the City's officers or employees, or (2) any agent or representative of the City that will act in any capacity in connection with or benefit from this Agreement or the Revolving Loans made hereunder, (A) is a Sanctioned Person or currently the subject or target of any Sanctions, (B) has its assets located in a Sanctioned Country, (C) is under administrative, civil or criminal investigation for an alleged violation of, or received notice from or made a voluntary disclosure to any governmental entity regarding a possible violation of, Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions by a governmental authority that enforces Sanctions or any Anti-Corruption Laws or Anti-Money Laundering Laws, or (D) directly or indirectly derives revenues from investments in, or transactions with, Sanctioned Persons.

(ii) The City has implemented and maintains in effect policies and procedures designed to ensure compliance by the City and its directors, officers, employees and agents with all Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions.

(iii) The City, and to the knowledge of the City, each director, officer, employee and agent of the City, is in compliance with all Anti-Corruption Laws, Anti-Money Laundering Laws in all respects and applicable Sanctions.

(iv) No proceeds of any Revolving Loan have been used, directly or indirectly, by the City or any of its officers, employees and agents in violation of Section 5.1(r)(ii) hereof.

## ARTICLE V

## COVENANTS

*Section 5.1. Covenants Not Subject to Cure Period*. The City agrees that so long as any amounts may be drawn hereunder or any amount payable hereunder remains unpaid:

(a) *No Amendment Without Consent of the Bank.* Without the prior written consent of the Bank, the City will not agree or consent to any amendment, supplement,

waiver or modification of any provision of any Related Document to which the City is a party that affects the rights, interests, security or remedies of the Bank hereunder.

(b) *Outstanding Certificates Plus Interest Thereon Not to Exceed Available Commitment; No-Delivery after Receipt of No-Delivery Notice.* (i) The City will instruct the Delivery and Paying Agent not to authenticate or deliver any Certificate if, immediately after the authentication and delivery of, and receipt of payment for, such Certificate, the sum of (A) the face value of all discount Certificates and (B) the principal amount of all outstanding non-discount Certificates plus all interest to accrue on such non-discount Certificates to the maturity date thereof, would exceed the Available Commitment.

(ii) The City shall not instruct the Delivery and Paying Agent to authenticate or deliver any Certificate if the Delivery and Paying Agent has received a No-Delivery Notice unless and until such No-Delivery Notice is rescinded.

(c) *Other Obligations*. The City will comply with and observe all other obligations and requirements set forth in the Trust Agreement and each other Related Document to which it is a party (including without limitation all provisions therein for the benefit of the Bank) in all material respects and in all laws, statutes and regulations binding upon it, noncompliance with which would materially adversely affect the City's ability to perform its obligations under the Certificates, this Agreement or any of the Related Documents.

(d) *Dealer(s); Trustee; Delivery and Paying Agent.* The City will not, without the prior written consent of the Bank (which consent shall not be unreasonably withheld or delayed), appoint or permit the appointment of a successor Dealer or Delivery and Paying Agent. The City shall at all times maintain one or more Dealers and a Trustee and a Delivery and Paying Agent under the Trust Agreement. The City shall at all times cause each Dealer and the Delivery and Paying Agent to market, issue, and deliver, as applicable, Certificates up to the Maximum Rate. If any Reimbursement Obligation remains outstanding and any Dealer fails to sell the Certificates for sixty (60) consecutive days, then the City shall, at the written request of the Bank, cause the applicable Dealer to be replaced with a Dealer reasonably satisfactory to the Bank. Any dealer agreement with a successor Dealer shall provide that (a) such Dealer may resign upon at least 60-days' prior written notice to the City, Delivery and Paying Agent and the Bank and (b) such Dealer shall use its best efforts to sell the Certificates up to the Maximum Rate.

(e) *Limitation on Voluntary Liens.* The City shall not create a pledge, lien or charge on any part of the Property or the Pledged Property, other than the lien in favor of holders of the Certificates and the Bank.

(f) *City to Maintain Existence.* The City agrees that it will maintain its existence as a charter city and county under the laws and Constitution of the State of California.

(g) *No Impairment.* The City will not take any action, or cause or permit the Trustee or the Delivery and Paying Agent to take any action, under the Trust Agreement, the Sublease or any other Related Document inconsistent with the rights and remedies of the Bank under this Agreement.

(h) *Additional Obligations.* The City will not issue or authorize the issuance of any obligations payable from Base Rental or Additional Rental due under the Sublease other than the Certificates and the Revolving Bank Certificate.

(i) *References to the Bank.* The City shall not refer to any financial information or ratings with respect to the Bank in any official statement, offering memorandum, private placement memorandum or any similar offering document (or any amendment or supplement to an official statement, offering memorandum, private placement memorandum or any similar offering document) or make any changes in reference to any financial information or ratings with respect to the Bank in any official statement, offering memorandum, private placement memorandum or any similar offering document (or any amendment or supplement to an official statement, offering memorandum, private placement memorandum or any similar offering document) without the prior written consent of the Bank (the Bank hereby giving its written consent to the reference to it in the Offering Memorandum as in effect on the Effective Date to the extent the same conforms to information provided by the Bank for inclusion in the Offering Memorandum). For the avoidance of doubt, the City may identify (i) the Bank as a party to this Agreement, (ii) the Available Commitment and (iii) the expiration date of this Agreement in official statements, offering memoranda, private placement memoranda or any similar offering documents with respect to Lease Obligation Debt, so long as no other information relating to this Agreement, the Fee Agreement or the Bank is disclosed in such official statements, offering memoranda, private placement memoranda or any similar offering documents without the prior written consent of the Bank.

(j) *Title Insurance.* Title insurance shall be provided and maintained in the manner and in form and substance as set forth in the Sublease; *provided* that notwithstanding anything contained in the Sublease or any other Related Document to the contrary, any policy of title insurance shall be subject only to such exceptions as shall be acceptable to the Bank, with such endorsements and affirmative coverages as may be reasonably required by the Bank, including endorsements regarding zoning and access to public roads, and otherwise in form and substance satisfactory to the Bank and its counsel and issued by an insurance company acceptable to the Bank and its counsel and authorized to issue such insurance in the State.

(k) *Maintenance of Insurance.* Insurance shall be provided and maintained in the manner and in form and substance as set forth in the Sublease.

(l) *Covenants and Legal Duties.* (i) Subject to Section 3.1(g) of the Sublease, the City agrees to include all Minimum Required Rental Payments due under the Sublease in each Fiscal Year in its annual budget and to make the necessary annual appropriations for all such Minimum Required Rental Payments, subject to Section 3.5 of the Sublease.

(ii) Subject to Section 3.1(g) of the Sublease, the City agrees to include all Additional Rental due under the Sublease in each Fiscal Year in its annual budget and to make the necessary annual appropriations for all such Additional Rental and for all Minimum Supplemental Rental Payments, if any, subject to Section 3.5 of the Sublease.

(iii) The covenants on the part of the City herein contained and in the Sublease shall be deemed to be and shall be construed to be duties imposed by law, and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform such covenants and agreements.

(m) *Use of Loan Proceeds.* The City shall cause the Delivery and Paying Agent to use the proceeds of Loans made hereunder solely to pay the principal and interest with respect to maturing Certificates.

(n) *Ratings.* The City shall give written notice to the Bank as soon as practicable of the increase, decrease, withdrawal or suspension of any rating maintained by Moody's, Fitch or S&P, to the extent such Rating Agency is then maintaining a rating on Lease Obligation Debt, in respect of the City's unenhanced Lease Obligation Debt, unless such rating is terminated due to the payment in full of such certificates of participation; *provided* that the requirement to provide such notice shall be satisfied if such information is publicly available on the Electronic Municipal Market Access system maintained by the Municipal Securities Rulemaking Board. The City shall cause to be maintained at all times long-term unenhanced ratings on its Lease Obligation Debt from at least two (2) of Moody's, Fitch and S&P. The City shall not withdraw any rating by any Rating Agency on the City's unenhanced Lease Obligation Debt in order to cure any Event of Default or reduce the Commitment Fee Rate then in effect.

(o) *Voluntary Rent Abatement.* Except as required by law and the terms of the Sublease, the City shall not seek or assert a claim for abatement of rental payments under the Sublease.

(p) *Immunity.* To the fullest extent permitted by law, the City agrees not to assert the defense of immunity (on the grounds of sovereignty or otherwise) in any proceeding by the Bank to enforce any of the obligations of the City under this Agreement or any other Related Document.

(q) *Swap Agreements.* In no event shall the City enter into a Swap Contract with a claim on the General Fund of the City with any swap counterparty rated lower than "A" (or its equivalent) by any one of Fitch, S&P or Moody's at the time of entering into such Swap Contract, without the prior written consent of the Bank,

(r) *Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions; Use of Proceeds.* (i) The City shall maintain in effect and enforce policies and procedures designed to ensure compliance by the City and its officers, employees and agents with all Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions.

(ii) The City shall not request any Revolving Loan, and the City shall not use, and shall ensure that its officers, employees and agents shall not use, the proceeds of any Revolving Loans, directly or indirectly, (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or Anti-Money Laundering Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto

*Section 5.2. Covenants Subject to Cure Period*. The City agrees that so long as any amounts may be drawn hereunder or any amount payable hereunder remains unpaid:

(a) *Information*. The City will prepare or cause to be prepared and deliver to the Bank the following:

(i) as promptly as available, and in any event no later than 270 days after the end of each fiscal year of the City, commencing with the fiscal year ended June 30, 2022, the complete ACFR of the City, certified as to the fairness of presentation and conformity with GAAP consistently applied, by a recognized firm of independent certified public accountants;

(ii) concurrently with the delivery of the financial statements delivered to the Bank pursuant to (a)(i) above, a certificate from an Authorized Representative certifying that such Authorized Representative has no knowledge of any event which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both, that has occurred and is continuing and a certificate from an Authorized Representative of the City certifying that such Authorized Representative has no knowledge of any event which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both, that has occurred and is continuing;

(iii) within ninety (90) days of adoption of the most recently adopted annual operating budget of the City with respect to the City's General Fund, evidence that such annual operating budget with respect to the City's General Fund includes therein as a separate line item all Minimum Required Rental Payments and Additional Payments due during such period, if not otherwise paid from capitalized interest funded by proceeds of the Certificates; and

(iv) such other information respecting the affairs, conditions and/or operations, financial or otherwise, of the City or the Property, as the Bank may from time to time reasonably request.

All factual information hereinafter delivered by City in writing to the Bank will be, to the knowledge of the authorized person delivering such information after reasonable inquiry,

accurate and complete in all material respects on the date as of which such information is certified.

(b) *Incorporation of Covenants by Reference.* The City agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the Related Documents to which it is a party, which provisions, as well as related defined terms contained herein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety. To the extent that any such incorporated provision permits any Person to waive compliance with or consent to such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to any Person, for purposes of this Agreement, such provision shall be complied with only if it is waived or consented to by the Bank and such document, opinion or other instrument shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Bank.

(c) *Defaults.* The City will promptly (and in any event within five Business Days) notify the Bank of the occurrence of any Default or Event of Default specifying the details of such Default or Event of Default or event of default and the action that the City proposes to take with respect thereto.

(d) *Books, Records.* The City will permit, during normal business hours and from time to time, upon reasonable prior notice, the Bank or any of its agents or representatives to examine and make copies of and abstracts from the records and books of account of the City (except records and books of accounts the examination of which by the Bank is prohibited by law), and to discuss the affairs, finances and accounts of the City with any representative or any other appropriate officer of the City or the City's independent public accountants. Without limiting the foregoing, upon reasonable prior notice the City shall permit the Bank to visit and inspect any of the Property during regular business hours as often as the Bank may reasonably request.

(e) *Litigation; Material Change.* The City shall promptly notify the Bank of (i) the existence and status of any litigation which individually or in the aggregate could, in the event of an unfavorable outcome, or (ii) the occurrence of any other event or change which could have a material adverse effect on (A) the ability of the City to perform its obligations hereunder or under the other Related Documents or (B) the enforceability or validity of the Trust Agreement or any of the other Related Documents.

(f) *Obligations under Related Documents.* The City shall take all actions as may be reasonably requested by the Bank to enforce the obligations under the Related Documents of each of the other parties thereto.

(g) *Limitation on Voluntary Liens.* The City covenants to keep the Components and all parts thereof free from judgments, and materialmen's and mechanics' liens, claims, demands, encumbrances, liabilities and other liens of whatever nature or character, which, in each case, might hamper the City in utilizing the Components; and promptly, upon request of the Bank, to take such action from time to time as may be reasonably necessary

or proper to remedy or cure any cloud upon or defect in the title to the Components or any part thereof, whether now existing or hereafter developing, to prosecute all actions, suits, or other proceedings as may be reasonably appropriate for such purpose.

(h) *Further Assurances.* The City will execute, acknowledge where appropriate, and deliver from time to time promptly at the request of the Bank all such instruments and documents as in the opinion of the Bank are reasonably necessary or desirable to carry out the intent and purposes of this Agreement.

(i) *Alternate Credit Facility.* The City agrees to use its best efforts to obtain an Alternate Credit Facility for this Agreement in the event that (A) the Bank decides not to extend the Stated Expiration Date (such replacement to occur on the then current Stated Expiration Date), (B) any Revolving Loan made hereunder converts to a Term Loan or (C) this Agreement shall otherwise terminate in accordance with its terms.

(j) *ERISA.* The City will comply in all material respects with Title IV of ERISA, if, when and to the extent applicable.

(k) *Swap Agreements.* (i) The City will use its best efforts to enter into all future Swap Contracts with a claim on the General Fund of the City with counterparties rated "AA-" (or its equivalent) or better by at least one Fitch, S&P or Moody's.

(l) *Future Credit Facilities.* (i) In the event that the City shall, directly or indirectly, enter into or otherwise consent to any Bank Agreement, which such Bank Agreement provides such Person with additional or more restrictive covenants, additional or more restrictive events of default, shorter amortization periods with respect to term outs and/or rights or remedies than are provided to the Bank in this Agreement or a maximum rate with respect to the obligations under the related Bank Agreement in excess of 12% per annum (any such right, an *"Additional Right"*), any such Additional Right shall automatically be deemed to be incorporated into this Agreement and the Bank shall have the benefits of such Additional Right. Upon the request of the Bank, the City shall promptly, enter into an amendment to this Agreement to include such Additional Right, *provided* that the Bank shall maintain the benefit of such Additional Right even if the City fails to provide such amendment. Notwithstanding the foregoing, no Additional Right (except for those relating to shorter amortization periods with respect to term outs or a maximum rate as described further below) shall be incorporated by reference into this Agreement, and the City shall have no obligation to enter into an amendment to include any such Additional Right, if the related Bank Agreement is entered into by the City after the four (4) month anniversary of the Effective Date; except that any Additional Right relating to shorter amortization periods with respect to term outs or a maximum rate with respect to the obligations under the related Bank Agreement in excess of 12% per annum shall be incorporated herein by reference pursuant to this Section 5.2(l), and the City shall enter into an amendment hereto to include such Additional Right, no matter when such Bank Agreement is entered into. If the City shall amend the related Bank Agreement such that it no longer provides for such Additional Right, then, without the consent of the Bank

this Agreement shall be deemed to automatically no longer contain the related Additional Right and the Bank shall no longer have the benefits of any such Additional Right.

(ii) Notwithstanding anything to the contrary set forth in this Agreement, (1)(x) the obligations of the Bank hereunder may not be immediately terminated or suspended other than as a result of a Special Event of Default or a Suspension Event (in each case, as such terms are defined as of the Effective Date or as amended pursuant to any amendment hereto in accordance with this Section 5.2(l) and Section 7.1 hereof) and (y) no additional condition precedent, or modification of any existing condition precedent, to the extension of Revolving Loans may be added to Section 3.2 hereof, in each case, in connection with any such amendment, unless (2) (a) the then-current ratings on the Certificates (and the City shall use its best efforts to cause each such Rating Agency to provide a rating confirmation prior to the date on which the related Bank Agreement becomes effective) shall have been confirmed by each Rating Agency then rating the Certificates and (b) such amendment shall only become effective on a date on which all Certificates have matured (and the City shall (x) use its best efforts to cause any Certificates outstanding on and after the date on which the related Bank Agreement becomes effective to be rolled only to the maturity date of the longest maturity date of any outstanding Certificates on the date on which the related Bank Agreement becomes effective and (y) update the Offering Memorandum with respect to the related changes prior to offering Certificates after such date with the amendments).

(iii) The City shall not, directly or indirectly, enter into or otherwise consent to any Bank Agreement, which such Bank Agreement provides the counterparty thereto with additional or more restrictive events of default or additional or modified conditions precedent the remedy for which, or the result of which, is in an immediate termination or suspension of the obligations of the related provider than are provided to the Bank in this Agreement or which are incorporated into this Agreement pursuant to an amendment referred to in Section 5.2(l)(i) hereof.

(m) *Fair Rental Value*. In the event the aggregate fair rental value of all of the Components is less than the aggregate principal of and interest on all Term Loans (or Default Advances if such Term Loans have been converted to Default Advances under Section 2.6(c) hereof) outstanding in any calendar year, the City will use its best efforts to either (i) take all steps necessary to seek an appropriation from the City's General Fund in an amount equal to such difference between the aggregate principal of and interest on all Term Loans (or Default Advances if such Term Loans have been converted to Default Advances under Section 2.6(c) hereof) outstanding and such fair rental value and use such appropriation to prepay the Term Loans (or Default Advances if such Term Loans have been converted to Default Advances under Section 2.6(c) hereof) or (ii) obtain an Alternate Credit Facility to replace the Bank's obligations hereunder or to otherwise refinance the Certificates.

(n) *Tax-Exempt Certificates.* The City shall not take any action or omit to take any action which, if taken or omitted, would adversely affect the tax-exempt status of any Certificate issued as tax-exempt.

## ARTICLE VI

## EVENTS OF DEFAULT

*Section 6.1. Special Events of Default*. The occurrence of any of the following events shall be both an "Event of Default" and a "Special Event of Default" hereunder:

(a) the City shall fail to pay any Reimbursement Obligation or interest thereon as and when due hereunder (but excluding (i) any failure to pay any Reimbursement Obligation accelerated in accordance with Section 6.4 hereof for any reason other than nonpayment thereof as described in this Section 6.1(a) and (ii) any failure to pay any Reimbursement Obligation solely because the amount of such unpaid Reimbursement Obligation exceeds the fair rental value with respect to the Components subject to the Sublease for such Base Rental Period);

(b) The City shall default in the performance of any of the covenants set forth in Section 5.1(f) or 5.1(l)(i) hereof;

(c) The City shall fail to pay when due and payable any principal of or interest on any Special Lease Obligation Debt (including, in each case, without limitation, any principal or sinking fund installments but excluding a failure to pay any amount of Special Lease Obligation Debt described in clause (v) of the definition of "Special Lease Obligation Debt" herein which has been accelerated pursuant to the terms of a letter of credit, credit agreement, standby bond purchase agreement or other similar instrument for any reason other than nonpayment thereof), and such failure shall continue beyond any applicable period of grace specified in any underlying indenture, contract or instrument providing for the creation of or concerning the Special Lease Obligation Debt; or any failure to pay the principal of or interest on any Special Lease Obligation Debt under any indenture, contract or instrument providing for the creation of or concerning such Special Lease Obligation Debt shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such failure to pay the principal of or interest on any Special Lease Obligation Debt is to accelerate, or to permit the acceleration of, the maturity of such Special Lease Obligation Debt;

(d) The City shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of its or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall declare a moratorium on any Special Lease Obligation Debt, or shall take any action to authorize any of the foregoing; or any Governmental Authority of appropriate jurisdiction shall declare a moratorium with respect to the Certificates, the Obligations and/or all of the debt of the

City payable from and/or secured by lease revenue rental payments payable from the General Fund of the City;

(e) (i) A case or other proceeding shall be commenced against the City (x) seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or (y) seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or any writ, judgment, warrant of attachment, execution or similar process against all or any substantial part of its assets, and such involuntary case shall remain undismissed and unstayed for a period of sixty (60) days; or (ii) an order for relief shall be entered against the City or under the federal bankruptcy laws as now or hereafter in effect, or any writ, judgment, warrant of attachment, execution or similar process shall be issued or levied against a substantial part of the property, assets or business of the City, and such proceedings or petition shall not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process shall not be stayed, released, appealed, vacated or fully bonded, within the time permitted by law after commencement, filing or levy, as the case may be;

(f) (i) Any provision of this Agreement, the Certificates, the Revolving Bank Certificate, the Delivery and Paying Agent Agreement, or the Trust Agreement related to the payment of principal or interest with respect to the Certificates or the Revolving Bank Certificate or the pledge of the Pledged Property shall at any time for any reason cease to be valid and binding or enforceable on the City as determined by any Governmental Authority of competent jurisdiction in a final nonappealable judgment, or (ii)(a) the validity or enforceability of any provision of this Agreement, the Certificates, the Revolving Bank Certificate, the Delivery and Paying Agent Agreement or the Trust Agreement related to the payment of principal or interest with respect to the Certificates or the Revolving Bank Certificate or the pledge of the Pledged Property shall be publicly contested in writing by an authorized officer of the City or (b) any Governmental Authority having appropriate jurisdiction over the City shall make a finding or ruling or shall enact or adopt legislation or issue an executive order or enter a judgment or decree which contests the validity or enforceability of any provision of this Agreement, the Certificates, the Revolving Bank Certificate, the Delivery and Paying Agent Agreement or the Trust Agreement related to the payment of principal or interest with respect to the Certificates or the Revolving Bank Certificate or the pledge of the Pledged Property, or (c) an authorized officer of the City shall publicly deny in writing that it has any or further liability or obligation under this Agreement, the Certificates, the Revolving Bank Certificate, the Delivery and Paying Agent Agreement or the Trust Agreement;

(g) The long-term unenhanced rating assigned by Moody's, Fitch and S&P (to the extent such Rating Agencies are then maintaining a rating on Lease Obligation Debt) to any Lease Obligation Debt which is senior to or on a parity with the Certificates and the Revolving Bank Certificate shall be withdrawn or suspended, in either case, for credit related reasons or reduced below "Baa3" (or its equivalent), "BBB-" (or its equivalent) and "BBB-" (or its equivalent), respectively; or

(h) One or more final, nonappealable judgments or orders for the payment of money in the aggregate amount of $25,000,000 or more shall be rendered against the City and such judgment or order shall continue unsatisfied and unstayed for a period of sixty (60) days.

*Section 6.2. Default Constituting a Suspension Event*. Any Default with respect to any of the following events shall constitute a *"Suspension Event"* under this Agreement:

(a) A case or other proceeding shall be commenced against the City (x) seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or (y) seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or any writ, judgment, warrant of attachment, execution or similar process against all or any substantial part of its assets, and such involuntary case shall remain undismissed and unstayed for a period of sixty (60) days; or

(b) an order for relief shall be entered against the City or under the federal bankruptcy laws as now or hereafter in effect, or any writ, judgment, warrant of attachment, execution or similar process shall be issued or levied against a substantial part of the property, assets or business of the City, and such proceedings or petition shall not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process shall not be stayed, released, appealed, vacated or fully bonded, within the time permitted by law after commencement, filing or levy, as the case may be.

*Section 6.3. Events of Default Not Constituting Special Events of Default*. In addition to the Events of Default set forth in Section 6.1 hereof, the occurrence of any of the following events shall also constitute be an *"Event of Default"* hereunder, but shall not constitute a *"Special Event of Default"* hereunder:

(a) the City shall fail to pay (i) any Reimbursement Obligation or interest thereon as and when due hereunder (including, without limitation, (A) any failure to pay any Reimbursement Obligation accelerated in accordance with Section 6.4 hereof for any reason and (B) any failure to pay any Reimbursement Obligation because the unpaid amount of such Reimbursement Obligation exceeds the fair rental value with respect to the Components subject to the Sublease for such Base Rental Period); (ii) any fee set forth in Section 1.1, 1.2 or 1.3 of the Fee Agreement as and when due hereunder or thereunder and the continuance of such failure for a period of three (3) Business Days, (iii) any other Obligation (other than Obligations specified in Section 6.1(a) or clause (i) or (ii) of this Section 6.3(a)) as and when due hereunder and the continuance of such failure for a period of thirty (30) days after written notice thereof or (iv) the principal of any Certificate when due, but in the case of this clause (iv) only, solely in the event a Suspension Event has occurred and is continuing;

(b) The City shall default in the performance of any of the covenants set forth in Section 5.1 hereof;

(c) The City shall default in the performance of any other term, covenant or agreement set forth herein and such failure shall continue for a period of thirty (30) days after the earlier to occur of (i) written notice thereof shall have been given to the City by the Bank or (ii) the tenth (10th) day after the Controller of the City shall have actual knowledge of such default;

(d) Any representation, warranty, certification or statement made by the City (or incorporated by reference) in this Agreement or by the City in any other Related Document or in any certificate, financial statement or other document delivered pursuant to this Agreement or any other Related Document shall prove to have been incorrect in any material respect when made or deemed made;

(e) the City shall (A) fail to make any payment on any Material City Debt (other than the Certificates or as set forth in clause (i) of this paragraph (e)) or any interest or premium thereon when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Material City Debt; or (B) fail to perform or observe any term, covenant or condition on its part to be performed or observed under any agreement or instrument relating to any Material City Debt when required to be performed or observed, and such failure shall not be waived and shall continue after the later of (1) five (5) Business Days after notice of such failure or (2) the applicable grace period, if any, specified in such agreement or instrument, if the effect of such failure to perform or observe is to accelerate the maturity of such Material City Debt; or (C) any Material City Debt shall be declared to be due and payable or be required to be prepaid (other than by a regularly scheduled required prepayment or an optional prepayment), prior to the stated maturity thereof; *provided, however,* that in the case of clause (A) or (B) any such failure shall not be considered an Event of Default hereunder if the same is being contested in good faith and by appropriate proceedings and such contest shall operate to stay the acceleration of the maturity of such Material City Debt;

(f) The Trustee shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of its or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall declare a moratorium, or shall take any action to authorize any of the foregoing;

(g) (i) A case or other proceeding shall be commenced against the Trustee (x) seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or (y) seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or any writ, judgment, warrant of attachment, execution

or similar process against all or any substantial part of its assets, and such involuntary case shall remain undismissed and unstayed for a period of sixty (60) days; or (ii) an order for relief shall be entered against the Trustee under the federal bankruptcy laws as now or hereafter in effect, or any writ, judgment, warrant of attachment, execution or similar process shall be issued or levied against a substantial part of the property, assets or business of the Trustee, and such proceedings or petition shall not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process shall not be stayed, released, appealed, vacated or fully bonded, within the time permitted by law after commencement, filing or levy, as the case may be;

(h) any provision of this Agreement or any Related Document other than a provision described in Section 6.1(f) hereof shall cease for any reason whatsoever to be a valid and binding agreement of the City or the Trustee, or the City or the Trustee shall contest the validity or enforceability thereof;

(i) Any pledge or security interest created hereunder or under the Trust Agreement to secure any amounts due under this Agreement shall fail to be valid or fully enforceable;

(j) An event of default shall occur under any of the Related Documents (other than this Agreement) or the City shall fail to make any payment under the Sublease when and as due;

(k) (i) Any long-term unenhanced rating assigned by Moody's, Fitch or S&P (to the extent such Rating Agency is then maintaining a rating on Lease Obligation Debt) to any Lease Obligation Debt shall be withdrawn, suspended or otherwise unavailable for credit related reasons, or (ii) any long-term unenhanced ratings assigned by Moody's, Fitch or S&P (to the extent such Rating Agency is then maintaining a rating on Lease Obligation Debt) on any Lease Obligation Debt shall be reduced below *"Baa1"* (or its equivalent), *"BBB+"* (or its equivalent) or *"BBB+"* (or its equivalent), respectively; *provided, however,* that, for purposes of Section 6.3(k)(ii) hereof, Lease Obligation Debt shall mean, (x) in the case of Moody's, if Moody's assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by Moody's, (y) in the case of S&P, if S&P assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by S&P, and (z) in the case of Fitch, if Fitch assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by Fitch;

(l) Any Event of Default (or term of like meaning or effect) shall have occurred under any Bank Agreement related to any Lease Obligation Debt;

(m) The Internal Revenue Service declares the interest with respect to any Certificate issued as tax-exempt is not excludable from gross income for federal income tax purposes; or

(n) any Governmental Authority of appropriate jurisdiction shall declare a moratorium with respect to any of the debt of the City.

*Section 6.4. Upon an Event of Default*. If any Event of Default shall have occurred and be continuing, the Bank may declare the Revolving Bank Certificate, in whole or in part, all or some Reimbursement Obligations, as well as any other Obligation, and all interest thereon to be a Default Advance hereunder due and payable in the manner set forth in Section 2.6(c) hereof. Notwithstanding anything to the contrary contained in the preceding sentence, upon the occurrence or existence of an Event of Default of the type described in Section 6.1(d) or (e) hereof, the remedies described in the immediately preceding sentence shall occur immediately and automatically without notice or further action on the part of the Bank or any other person. Anything in Article 2 hereof the contrary notwithstanding, from and after the occurrence an Event of Default, all Obligations shall bear interest at the Default Rate.

Upon the occurrence of any Special Event of Default, the Commitment shall automatically and immediately terminate with respect to all outstanding Certificates and the Bank shall have no obligation to make any Revolving Loan.

Upon the occurrence of an Event of Default that is not a Special Event of Default, the Bank may, by notice to the City, terminate the Commitment (except as provided below), deliver a No-Delivery Notice to the Delivery and Paying Agent directing the Delivery and Paying Agent to cease issuing any Certificates, whereupon no additional Certificates shall be issued, the Available Commitment shall immediately be reduced to the then outstanding principal amount of Certificates, and the Available Commitment shall be further reduced in a similar manner as and when such Certificates mature; *provided* that the Commitment shall not terminate, and the right of the Bank to declare the Revolving Bank Certificate, in whole or in part, all or some Reimbursement Obligations, as well as any other Obligation, and all interest thereon to be a Default Advance hereunder due and payable in the manner set forth in Section 2.6 hereof shall not affect the obligation of the Bank to make Revolving Loans in an aggregate principal amount equal to the Commitment to the extent necessary for the City to make required payments of principal of the Certificates issued and sold prior to the date upon which the No-Delivery Notice is received by the Delivery and Paying Agent; *provided, further,* that if any Revolving Loan is made that would not have been made but for the application of the immediately preceding provision, such Revolving Loan shall be immediately due and payable on the date such Revolving Loan was made.

Upon the occurrence of a Default under Section 6.2 hereof, the obligation of the Bank to make Revolving Loans hereunder shall be automatically and immediately suspended until the proceeding referred to therein is terminated prior to the court entering an order granting the relief sought in such proceeding. In the event such proceeding is terminated, the obligation of the Bank to make Loans hereunder shall be reinstated and the terms of this Agreement will continue in full force and effect (unless the obligation of the Bank to make Loans hereunder shall have otherwise expired or terminated in accordance with the terms hereof or there has occurred a Special Event of Default) as if there had been no such suspension.

Failure to take action in regard to one or more Events of Default shall not constitute a waiver of, or the right to take action in the future in regard to, such or subsequent Events of Default.

Nothing contained in Section 6.4 shall result in, or be construed to require, an acceleration of Base Rental under the Sublease and nothing contained in this Section 6.4 is intended to abrogate abatement of Base Rental made in accordance with the terms of the Sublease.

*Section 6.5. Suits at Law or in Equity and Mandamus*. If any Event of Default shall occur, then and in every such case the Bank shall be entitled to proceed to protect and enforce its rights by such appropriate judicial proceeding as it may deem most effectual to protect and enforce any such right, either by suit, in equity, or by action at law, whether for the specific performance of any covenant or agreement contained in this Agreement, in aid of the exercise of any power granted in this Agreement, or to enforce any other legal or equitable right vested in the Bank by this Agreement, the Revolving Bank Certificate or by law. The provisions of this Agreement shall be a contract with each and every Holder and the duties of the City shall be enforceable by any Holder by mandamus or other appropriate suit, action, or proceeding in any court of competent jurisdiction.

*Section 6.6. Remedies Not Exclusive*. No remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other remedy, and 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 any Holder.

## ARTICLE VII

## MISCELLANEOUS

*Section 7.1. Amendments and Waivers*. No amendment, change, discharge or waiver of any provision of this Agreement, nor consent to any departure by the City therefrom, shall in any event be effective unless the same shall conform to the requirements of this Agreement and be in writing and signed by the Bank and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

No notice to or demand on the City in any case shall entitle the City to any other or further notice or demand in the same, similar or other circumstances.

*Section 7.2. Notices*. All notices and other communications provided for hereunder shall be in writing (including facsimiles) and mailed or faxed or delivered:

If to the City:

City and County of San Francisco
City Hall, 1 Dr. Carlton B. Goodlett Place
Room 316
San Francisco, California 94102
Attention: City Controller

If to the Bank with respect to Loans under this Agreement:

Wells Fargo Bank, National Association
420 Montgomery Street, 9th Floor
San Francisco, California 94104
Attention: Dale Barton, Director, Government Banking
Telephone: (628) 260-3382
Email: dale.r.barton@wellsfargo.com

With a copy to:

Wells Fargo Bank, National Association
420 Montgomery Street, 9th Floor
San Francisco, California 94104
Attention: Kavita Singh, Relationship Associate
Telephone: (415) 222-3394
Email: singk@wellsfargo.com

Wells Fargo Bank, National Association
1700 Lincoln Street, 9th Floor
Denver, Colorado 80203
Attention: Kacey Renelt, Portfolio Execution Specialist
Telephone: (720) 717-0988
Email: Kacey.renelt@wellsfargo.com

Wire instructions with respect to Facility or Other Fees:

**Wells Fargo Bank N.A.**
ABA#: 121000248
Acct Name: Denver WLS
Acct. No.: 00027124050720
Attention: Denver Wholesale Loan Operations
Ref: Account #City and County of San Francisco, **Obligor [___], Obligation [__]**

Wire instructions to Revolving Credit Agreement reimbursement of Loans:

**Wells Fargo Bank N.A.**
ABA#: 121000248
Acct Name: Denver WLS
Acct. No.: 00027124050720
Attention: Denver Wholesale Loan Operations
Ref: Account #City and County of San Francisco, **Obligor [___], Obligation [__]**

If to the Delivery and Paying Agent:

U.S. Bank Trust Company, National Association,
as Delivery and Paying Agent
100 Wall Street, 16th Floor
New York, New York 10005
Attention: Corporate Trust Division
Facsimile: (212) 361-6153
Telephone: (212) 951-8512

If to the Trustee:

U.S. Bank Trust Company, National Association,
as Trustee
One California Street, Suite 1000
San Francisco, California 94111
Attention: Corporate Trust Services
Facsimile: (415) 677-3769

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and communications shall, when mailed or faxed, be effective when deposited in the mails or faxed, respectively, addressed as aforesaid, except that notice to the Bank pursuant to the provisions of Article II shall not be effective until received by the Bank.

*Section 7.3. No Waiver; Remedies*. No failure on the part of the Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. No notice to or demand on the City in any case shall entitle the City to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the Bank to any other or further action in any circumstances without notice or demand. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

*Section 7.4. Indemnification*. (a) The City, to the extent permitted by law, hereby indemnify and hold the Bank, and its directors, officers, employees and agents (the *"Indemnified Parties"*) harmless from and against any and all claims, damages, losses, liabilities, costs or expenses which such Indemnified Parties may incur or which may be claimed against such Indemnified Parties by any person, as well as to the extent set forth in Section 5.1(p) hereof or by reason of or in connection with (i) the offering, sale, remarketing or resale of the Certificates (including, without limitation, by reason of any untrue statement or alleged untrue statement of any material fact contained or incorporated by reference in the Related Documents or in any supplement or amendment to the Offering Memorandum or any similar disclosure document (other than in connection with a description of the Bank), or the omission or alleged omission to state therein a material fact necessary to make such statements, in the light of the circumstances in which they are or were made, not misleading (other than in connection with a description of the Bank)); (ii) the validity, sufficiency, enforceability or genuineness of any Related Document; (iii) the execution of this Agreement and the Fee Agreement or the use of any proceeds of Loans; (iv) the

execution, delivery and performance of this Agreement, or the making or the failure to honor a properly presented and conforming request for Loans hereunder; or (v) any Property; *provided, however,* that the City shall not be required to indemnify an Indemnified Party pursuant to this Section 7.4 for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Bank as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(b) To the extent not prohibited by applicable law, the City agrees to indemnify and hold the Bank harmless (on a net after-tax basis) from any present or future claim or liability for stamp, transfer, documentary, excise or other similar tax and any penalties or interest with respect thereto, which may be assessed, levied or collected by any jurisdiction in connection with the execution, delivery and performance of, or any payment made under, this Agreement, the Certificates and the other Related Documents, or any amendment thereto.

(c) *Waiver of Consequential Damages, Etc*. To the fullest extent permitted by applicable law (as to which no representation is made by the City), the City shall not assert, and hereby waives, any claim against any Indemnified Party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Related Document or any agreement or instrument contemplated hereby or thereby, the transactions contemplated hereby or thereby or the use of the proceeds of Loans made by the Bank hereunder. No Indemnified Party referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnified Party through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Related Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnified Party as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(d) *Payments*. All amounts due under this Section shall be payable not later than thirty (30) calendar days after demand therefor.

(e) *Survival*. The agreements in this Section shall survive the termination of this Agreement and the repayment, satisfaction or discharge of all the other Obligations.

*Section 7.5. Liability of the Bank*. Neither the Bank nor any of its officers, directors, employees or agents shall be liable or responsible for (i) the use which may be made of the proceeds of any Certificates or any Loans hereunder, (ii) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon (other than the validity as against the Bank of any agreement to which the Bank is a party), even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged, (iii) the lack of validity or enforceability of this Agreement, the Certificates, any other Related Document or any other agreement or instrument relating thereto (other than the validity or enforceability as against the Bank of any agreement to which the Bank is a party), (iv) payment by the Bank against presentation of documents that do not comply strictly with the terms of this Agreement, including failure of any documents to bear any reference or adequate reference to this Agreement, (v) errors, omissions,

interruptions or delays in transmission or delivery of any messages, by telex, mail, cable, telegraph, facsimile or otherwise, whether or not they have been in cipher, including any Loans hereunder, (vi) errors in interpretation of technical terms, (vii) any consequences arising from causes beyond the control of the Bank, including, without limitation, any acts of governmental entities, or (viii) any other circumstances whatsoever in making or failing to make payment hereunder; *provided,* that the City shall have claims against the Bank, and the Bank shall be liable to the City to the extent of any direct, as opposed to consequential, special, punitive, exemplary or indirect damages suffered by the City which the City proves were caused by (i) the Bank's willful misconduct or gross negligence in determining whether any Notice of Loan presented under this Agreement complied with the terms thereof, or (ii) the Bank's willful failure to honor a properly presented and conforming Notice of Loan required to be honored by it hereunder. In furtherance and not in limitation of the foregoing, the Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information (other than actual knowledge to the contrary) to the contrary.

*Section 7.6. Expenses; Documentary Taxes*. The City shall pay or cause to be paid (a) fees and document production costs and disbursements of Chapman and Cutler LLP, special counsel for the Bank, in connection with the preparation of this Agreement and the Fee Agreement, (b) all reasonable out-of-pocket travel and other expenses incurred by the Bank in connection with this Agreement and the Fee Agreement, (c) all reasonable out-of-pocket expenses of the Bank, including fees and disbursements of counsel, in connection with any waiver or consent hereunder or any amendment hereof or any Default or alleged Default or Event of Default hereunder, and (d) all out-of-pocket expenses incurred by the Bank, including fees and disbursements of counsel, in connection with any Event of Default or any investigation or enforcement proceedings with respect to this Agreement or any Related Document. For the avoidance of doubt, the City shall be obligated to pay any and all fees required by CDIAC. The City shall reimburse the Bank for any transfer taxes, documentary taxes, assessments or charges made by any governmental authority by reason of the execution a delivery of this Agreement or any Related Document or the acquisition or disposition by the Bank of the Revolving Bank Certificate pursuant to this Agreement.

*Section 7.7. Binding Effect*. (a) This Agreement shall become effective when it shall have been executed by the City and the Bank and thereafter shall be binding upon and inure to the benefit of the City and the Bank and their respective successors and assigns, except that the City shall not have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of the Bank.

(b) The Bank shall have the right to grant participations from time to time (to be evidenced by one or more participation agreements or certificates of participation) in this Agreement and the Revolving Bank Certificate to one or more Participant Banks, *provided* that the grant of any such participation shall not terminate or otherwise affect any obligation of the Bank hereunder. Each Participant Bank purchasing such a participation shall in the discretion of the Bank have all rights of the Bank hereunder to the extent of the participation purchased, including, without limitation, the benefits of Sections 2.8, 7.4 and 7.6 hereof. In connection with the granting of participations, the Bank may disclose to any proposed participant any information that the City discloses pursuant to this Agreement. The Bank shall give notice to the City of any Participant Bank that is granted a participation pursuant to this Section 7.7(b).

(c) Any assignment by the Bank of its rights hereunder or any interests herein shall satisfy the conditions precedent to the acceptance of an Alternate Credit Facility under the Trust Agreement. Notwithstanding any other provision of this Agreement, the Bank may assign and pledge all or any portion of the obligations owing to it hereunder or under the other Related Documents to any Federal Reserve Bank or the United States Treasury, including, without limitation, as collateral security pursuant to Regulation A of the Board of Governors of the Federal Reserve System and any Operating Circular issued by such Federal Reserve Bank, *provided* that any payment in respect of such assigned obligations made by the City to the Bank in accordance with the terms of this Agreement shall satisfy the City's obligations hereunder in respect of such assigned obligation to the extent of such payment. No such assignment shall release the Bank from its obligations hereunder.

(d) Notwithstanding any participation granted by the Bank pursuant hereto, the City shall continue to deal solely and exclusively with the Bank in connection with the respective rights and obligations of the City and the Bank hereunder and under the other Related Documents, the grant of such participation interest shall not limit the obligations of the Bank hereunder and the Bank will continue to serve as the only contact for the City for all matters relating to this Agreement.

*Section 7.8. Severability*. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

*Section 7.9. Governing Law; Jurisdiction; Waiver of Jury Trial*. (a) This Agreement shall be governed by, and construed in accordance with, the internal laws of the State.

(b) Each of the parties hereto hereby submits to the exclusive jurisdiction of any federal or state court of competent jurisdiction in the State for the purpose of any suit, action or other proceeding arising out of or relating to this Agreement; service of process may be accomplished by registered mail, return receipt requested to each of the parties at the address listed for notice in Section 7.2 hereof.

(c) To the extent permitted by law, each of the City and the Bank irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to legal claims based on the City's or the Bank's performance of its obligations under this Agreement or any other Related Document. If and to the extent that the foregoing waiver of the right to a jury trial is unenforceable for any reason in such forum, the City and the Bank hereby consent to the adjudication of any and all claims pursuant to judicial reference as provided in California Code of Civil Procedure Section 638, and the judicial referee shall be empowered to hear and determine any and all issues in such reference whether fact or law. The City and the Bank represent that each has reviewed this waiver and consent and each knowingly and voluntarily waives its jury trial rights and consents to judicial reference following the opportunity to consult with legal counsel of its choice on such matters. In the event of litigation, a copy of this Agreement may be filed as a written consent to a trial by the court or to judicial reference under California Code of Civil Procedure Section 638 as provided herein.

(d) The waivers made pursuant to this Section 7.9 shall be irrevocable and unmodifiable, whether in writing or orally, and shall be applicable to any subsequent amendments, renewals, supplements or modifications of this Agreement.

*Section 7.10. Headings*. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

*Section 7.11. Counterparts*. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement and the other Related Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by attaching a pdf copy to an email, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

*Section 7.12. Integration*. This Agreement is intended to be the final agreement between the parties hereto relating to the subject matter hereof and this Agreement and any agreement, document or instrument attached hereto or referred to herein shall supersede all oral negotiations and prior writings with respect to the subject matter hereof.

*Section 7.13. Patriot Act; Government Regulations*. (a) The Bank hereby notifies the City that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the *"Patriot Act"*), the Bank is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Bank to identify the City in accordance with the Patriot Act. The City hereby agrees that it shall promptly provide such information upon request by the Bank.

(b) The City shall ensure that (a) it is not and shall not be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control (*"OFAC"*), the Department of the Treasury or included in any Executive Orders, that prohibits or limits the Bank from making any advance or extension of credit to the City or from otherwise conducting business with the City, and (b) the Certificates proceeds shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Further, the City shall comply with all applicable Bank Secrecy Act (*"BSA"*) laws and regulations, as amended. The City agrees to provide documentary and other evidence of City's identity as may be requested by the Bank at any time to enable the Bank to verify the City's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the Patriot Act.

*Section 7.14. City Requirements*. The Bank hereby agrees to the City's requirements, as provided in Exhibit C attached hereto and incorporated hereby by this reference.

*Section 7.15. No Advisory or Fiduciary Responsibility*. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the City acknowledges and agrees, that: (i) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (ii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents.

*Section 7.16. Arm's Length Transaction*. The transaction described in this Agreement is an arm's length, commercial transaction between the City and the Bank in which: (i) the Bank is acting solely as a principal (*i.e.,* as a lender) and for its own interest; (ii) the Bank is not acting as an advisor (either as a municipal advisor, financial advisor or otherwise) to the City; (iii) the Bank has no fiduciary duty to the City pursuant to Section 15B of the Securities Exchange Act of 1934 or otherwise with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank or any of its affiliates has provided other services or is currently providing other services to the City on other matters); (iv) the only obligations the Bank has to the City with respect to this transaction are set forth in this Agreement; (v) the Bank is not recommending that the City take an action with respect to the transaction described in this Agreement and the other Related Documents, and before taking any action with respect to the this transaction, the City has discussed the information contained herein with the City's own legal, accounting, tax, financial and other advisors, as the City deemed appropriate; (vi) the Bank and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the City, and neither the Bank nor any of its affiliates has any obligation to disclose any of such interests to the City; and (vii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents.

*Section 7.17. Redaction*. The City agrees that it shall not post this Agreement or the Related Documents or any amendment hereto or thereto on the Electronic Municipal Market Access as provided by the Municipal Securities Rulemaking Board or any other website until the Bank or its counsel has provided redacted versions of this Agreement, the Related Documents or such amendment, as applicable; and hereby requests that the Bank or its counsel to provide a redacted version of this Agreement, the Related Documents or such amendment, as applicable, to the City within three (3) Business Days after the Effective Date.

*Section 7.18. Electronic Signatures*. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For

purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

*Section 7.19. Acknowledgment Regarding Any Supported QFCs.*

(a) To the extent that the Related Documents provide support, through a guarantee or otherwise, for any agreement or instrument that is a QFC (such support, *"QFC Credit* Support*"* and, each such QFC, a *"Supported QFC"*), the parties acknowledge and agree as follows with respect to the resolution power of the FDIC under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the *"U.S. Special Resolution Regimes"*) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Related Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(b) In the event a Covered Entity that is party to a Supported QFC (each, a *"Covered Party"*) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Related Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Related Documents were governed by the laws of the United States or a state of the United States.

(c) As used in this Section 8.19, the following terms have the following meanings:

*"BHC Act Affiliate"* of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

*"Covered Entity"* means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

*"Default Right"* has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

*"QFC"* has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

**EXHIBIT A**

**REVOLVING BANK CERTIFICATE**

$163,500,000

March [__], 2023

CITY AND COUNTY OF SAN FRANCISCO (the *"City"*), for value received, hereby promises to pay WELLS FARGO BANK, NATIONAL ASSOCIATION (the *"Bank"*), or registered assigns, at the principal office of the Bank in City of Industry, California, the sum of ONE HUNDRED SIXTY-THREE MILLION FIVE HUNDRED THOUSAND U.S. DOLLARS ($163,500,000) or, if less, the aggregate unpaid principal amount of all Loans (as such term is defined in the Credit Agreement hereinafter defined) made by the Bank to the City, payable at such times as are specified in the Credit Agreement, and (ii) interest on the unpaid principal amount of each Loan made by the Bank, from the date of each such Loan until such principal amount is paid in full, at such interest rates, and payable at such times, as are specified in the Credit Agreement; *provided, however,* all principal of, and all earned interest then accrued on, this Revolving Bank Certificate shall be fully and finally due and payable on the Final Maturity Date (as defined in the Credit Agreement).

The unpaid principal amount hereof from time to time outstanding shall bear interest at the rate or rates and be payable as provided in and calculated in the manner set forth in the Credit Agreement.

Payments of both principal and interest are to be made in lawful money of the United States of America.

Annexed hereto and made a part hereof is a grid (the *"Grid"*) on which shall be shown all Notices of Loan honored by the Bank and all Loans outstanding from time to time under the Credit Agreement and the amounts of principal and interest payable and paid from time to time under the Credit Agreement. The City hereby appoints the Bank as its agent to endorse the principal amounts owing to the Bank and the maturity schedule therefor pursuant to Section 2.11 of the Credit Agreement respecting outstanding Loans. In any legal action or proceeding in respect of this Revolving Bank Certificate, the entries made in such accounts shall be *prima facie* evidence of the existence and the amounts of the obligations of the City recorded therein.

This Revolving Bank Certificate evidences indebtedness incurred under, and is subject to the terms and provisions of, a Revolving Credit Agreement dated as of March [__], 2023 as the same may at any time be amended or modified and in effect (the *"Credit Agreement"*), between the City and County of San Francisco and the Bank, to which reference is hereby made for a statement of said terms and provisions, including those under which this Revolving Bank Certificate may be paid prior to its due date or its due date accelerated. The obligations of the City hereunder are payable solely from the Pledged Property in accordance with the terms of the Related Documents.

The City hereby agrees to pay or cause to be paid all expenses, including reasonable attorneys' fees and legal expenses, incurred by the holder of this Revolving Bank Certificate in endeavoring to collect any amounts payable hereunder which are not paid when due whether by acceleration or otherwise.

This Revolving Bank Certificate is made under the laws of the State of California, and for all purposes shall be governed by and construed in accordance with the laws of said State, without regard to principles of conflicts of law.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Credit Agreement precedent to and in the issuance of this Revolving Bank Certificate, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Revolving Bank Certificate have been duly authorized by resolution of the City duly adopted.

The City hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all other notices and demands whatsoever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and County of San Francisco has caused this Revolving Bank Certificate to be duly executed in its name and on its behalf by a duly authorized officer as of the date first written above.

CITY AND COUNTY OF SAN FRANCISCO

By _____
Name: _____
Title: _____

**REVOLVING BANK CERTIFICATE GRID**
**DATED MARCH [___], 2023**
**BY THE CITY AND COUNTY OF SAN FRANCISCO**
**PAYABLE TO WELLS FARGO BANK, NATIONAL ASSOCIATION**

| DATE OF LOAN | TYPE OF LOAN | AMOUNT OF LOAN | MATURITY OF LOAN | DATE OF PAYMENT | AMOUNT OF PAYMENT | NAME AND SIGNATURE OF BANK OFFICER |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
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## EXHIBIT B

## FORM OF NOTICE OF LOAN

To: Wells Fargo Bank, National Association

Wells Fargo Bank, National Association
420 Montgomery Street, 9th Floor
San Francisco, California 94104
Attention: Dale Barton, Director, Government Banking
Telephone: (628) 260-3382
Email: dale.r.barton@wellsfargo.com

With a copy to:

Wells Fargo Bank, National Association
420 Montgomery Street, 9th Floor
San Francisco, California 94104
Attention: Kavita Singh, Relationship Associate
Telephone: (415) 222-3394
Email: singk@wellsfargo.com

Wells Fargo Bank, National Association
1700 Lincoln Street, 9th Floor
Denver, Colorado 80203
Attention: Kacey Renelt, Portfolio Execution Specialist
Telephone: (720) 717-0988
Email: Kacey.renelt@wellsfargo.com

Reference is made to that certain Revolving Credit Agreement, dated as of March [__], 2023 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the *"Agreement,"* the terms defined therein being used herein as therein defined), between Wells Fargo Bank, National Association (the *"Bank"*) and the City and County of San Francisco. The Delivery and Paying Agent, pursuant to Section 2.2(a) and related provisions of the Agreement, issues this Notice of Loan to be made under the Agreement as follows:

1. Business Day on which Revolving Loan is to be made:

   _____;

2. Principal Amount of Revolving Loan:

   (a) Interest Component: $_____

(b) Principal Component: $_____

3. Maturity Date:

_____;

Payment by the Bank pursuant to this Notice of Loan is to be made to the Delivery and Paying Agent in accordance with the terms of the Agreement.

In connection with this Notice of Loan, the City certifies to the Bank that as of the date of this Notice of Loan no Special Event of Default or Suspension Event has occurred and is continuing. Any capitalized terms used and not defined herein shall have the meaning assigned to it in the Agreement.

Date of this Notice of Loan: _____

**[DELIVERY AND PAYING AGENT]**

By _____
Title: _____

With a copy to:

City and County of San Francisco
City Hall, 1 Dr. Carlton B. Goodlett Place
Room 316
San Francisco, California 94102

Attention: City Controller

## EXHIBIT C

## CITY REQUIREMENTS

1. *Nondiscrimination; Penalties.*

(a) *Nondiscrimination in Contracts.* The Bank shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. The Bank shall incorporate by reference in any subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require any subcontractors to comply with such provisions. The Bank is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

(b) *Nondiscrimination in the Provision of Employee Benefits.* San Francisco Administrative Code 12B.2. The Bank 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 employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

2. *MacBride Principles—Northern Ireland.* The provisions of San Francisco Administrative Code §12F are incorporated by this reference and made part of this Agreement. By entering into this Agreement, the Bank confirms that it has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

3. *Tropical Hardwood and Virgin Redwood Ban.* Pursuant to San Francisco Environment Code Section 804(b), the City urges the Bank not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

4. *Alcohol and Drug-Free Workplace.* The City reserves the right to deny access to, or require the Bank to remove from, City facilities personnel of the Bank who the City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs the City's ability to maintain safe work facilities or to protect the health and well- being of City employees and the general public. The City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

5. *Compliance with Americans with Disabilities Act.* The Bank shall provide the services specified in this Agreement in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

6. *Sunshine Ordinance.* The Bank acknowledges that this Agreement and all records related to its formation, the Bank's performance under this Agreement, and the City's payment are subject to the California Public Records Act, (California Government Code §6250 *et seq.*), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

7. *Limitations on Contributions.* By executing this Agreement, the Bank acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of the Bank's board of directors; the Bank's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in the Bank; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by the Bank. The Bank certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

8. Requiring Minimum Compensation for Covered Employees. If Administrative Code Chapter 12P applies to this Agreement, the Bank shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. The Bank is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. The Bank is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, the Bank certifies that it complies with Chapter 12P.

9. Requiring Health Benefits for Covered Employees. If Administrative Code Chapter 12Q applies to this Agreement, the Bank shall comply with the requirements of Chapter 12Q. For each Covered Employee, the Bank shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If the Bank chooses to offer the health plan option, such

health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. The Bank is subject to the enforcement and penalty provisions in Chapter 12Q. Any subcontract entered into by the Bank shall require any subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10. Prohibition on Political Activity with City Funds. In performing under this Agreement, the Bank shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. The Bank is subject to the enforcement and penalty provisions in Chapter 12G.

11. Nondisclosure of Private, Proprietary or Confidential Information. If this Agreement requires the City to disclose "Private Information" to the Bank within the meaning of San Francisco Administrative Code Chapter 12M, the Bank shall use such information consistent with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the services provided under this Agreement. The Bank is subject to the enforcement and penalty provisions in Chapter 12M.

In the performance of services provided under this Agreement, the Bank may have access to the City's proprietary or confidential information, the disclosure of which to third parties may damage the City If the City discloses proprietary or confidential information to the Bank, such information must be held by the Bank in confidence and used only in performing this Agreement. The Bank shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

12. *Consideration of Criminal History in Hiring and Employment Decisions.* The Bank agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (*"Chapter 12T"*), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement. The text of Chapter 12T is available on the web at http://sfgov.org/olse/fco. A partial listing of some of the Bank's obligations under Chapter 12T is set forth in this Section. The Bank is required to comply with all of the applicable provisions of Chapter 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

The requirements of Chapter 12T shall only apply to the Bank's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco which excludes Airport property. Chapter 12T shall not apply when the application in a particular context would conflict

with federal or state law or with a requirement of a government agency implementing federal or state law.

13. *First Source Hiring Program.* The Bank must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and the Bank is subject to the enforcement and penalty provisions in Chapter 83.

14. *Submitting False Claims; Monetary Penalties.* The full text of San Francisco Administrative Code § 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Under San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant:

> (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) 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; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) 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 (e) 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.

15. *Conflict of Interest.* By entering into this Agreement, the Bank certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

16. *Food Service Waste Reduction Requirements.* The Bank shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the provided remedies for noncompliance.

17. *Distribution of Beverages and Water.* The Bank agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement. The Bank agrees that it shall not sell, provide or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

18. *Consideration of Salary History.* The Bank shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." The Bank is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this

Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

19. *Laws Incorporated by Reference.* The full text of the laws listed in this Exhibit C, including enforcement and penalty provisions, are incorporated into this Agreement by reference. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Exhibit C are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

## EXHIBIT D

## FORM OF NO-DELIVERY NOTICE NO-DELIVERY NOTICE

U.S. Bank Trust Company, National Association,
as Delivery and Paying Agent
100 Wall Street
New York, New York 10005
Attention: Corporate Trust Department

The undersigned, duly authorized signatories of Wells Fargo Bank, National Association (the *"Bank"*), hereby certify to U.S. Bank Trust Company, National Association (the *"Delivery and Paying Agent"*), with reference to that certain Revolving Credit Agreement, dated as of March [__], 2023 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the *"Agreement,"* the terms defined therein being used herein as therein defined), between Wells Fargo Bank, National Association (the *"Bank"*) and the City and County of San Francisco (the *"City"*), as follows:

1. We hereby notify you that, in accordance with the terms of the Agreement, **[insert one of the following phrases]** the Bank has determined that **[a Default or Event of Default shall have occurred and be continuing]**[**any representation or warranty of the City set forth in Article 4 of the Agreement (other than in Section 4.1(p) of the Agreement) shall, in the reasonable opinion of the Bank, no longer be true and correct in any material respect]**.

2. Subject to the following sentence, you shall cease authenticating Certificates, as provided in Section 3.01 of the Trust Agreement, unless and until we rescind this No-Delivery Notice. If you receive this No-Delivery Notice after 10:00 a.m., (New York time), on a Business Day you shall cease authenticating Certificates on the next Business Day.

3. This No-Delivery Notice shall not affect the obligation of the Bank to honor demands for payment under the Agreement with respect to Certificates authenticated prior to your receipt of this No-Delivery Notice (or, subject to paragraph 2 above, on the same Business Day that you receive this No-Delivery Notice), and you shall continue to have the right to request Revolving Loans under the Agreement to pay the principal and accrued interest with respect to maturing Certificates authenticated prior to your receipt of such No-Delivery Notice (or, subject to paragraph 2 above, authenticated on the same Business Day that you receive this No-Delivery Notice).

IN WITNESS WHEREOF, the undersigned have executed and delivered this No-Delivery Notice as of the _____ day of _____, 20__.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Name: _____
Title: _____

**EXHIBIT E**

**REQUEST FOR TERM LOAN**

[Date]

Wells Fargo Bank, National Association
420 Montgomery Street, 9th Floor
San Francisco, California 94104
Attention: Dale Barton, Director, Government Banking
Telephone: (628) 260-3382
Email: dale.r.barton@wellsfargo.com

With a copy to:

Wells Fargo Bank, National Association
420 Montgomery Street, 9th Floor
San Francisco, California 94104
Attention: Kavita Singh, Relationship Associate
Telephone: (415) 222-3394
Email: singk@wellsfargo.com

Wells Fargo Bank, National Association
1700 Lincoln Street, 9th Floor
Denver, Colorado 80203
Attention: Kacey Renelt, Portfolio Execution Specialist
Telephone: (720) 717-0988
Email: Kacey.renelt@wellsfargo.com

CITY AND COUNTY OF SAN FRANCISCO
TAX-EXEMPT LEASE REVENUE
COMMERCIAL PAPER CERTIFICATES OF PARTICIPATION, SERIES 2

and

CITY AND COUNTY OF SAN FRANCISCO
TAXABLE LEASE REVENUE
COMMERCIAL PAPER CERTIFICATES OF PARTICIPATION, SERIES 2-T

Ladies and Gentlemen:

Reference is hereby made to that certain Revolving Credit Agreement dated as of March [__], 2023 (the *"Agreement"*) between City and County of San Francisco (the *"City"*) and Wells Fargo Bank, National Association, as the Bank (the *"Bank"*). All capitalized terms contained

herein which are not specifically defined shall have the meanings assigned to such terms in the Agreement.

The City hereby requests, pursuant to Section 2.6(a) of the Agreement, to convert the outstanding Principal Advance to a Term Loan so that any outstanding Principal Advances not repaid on the Term Loan Conversion Date shall be payable as provided in Section 2.6 of the Agreement.

In connection with such request, the City hereby represents and warrants that:

(a) no Default or Event of Default has occurred and is continuing under the Agreement on the date hereof; and

(b) all representations and warranties of the Borrower in the Agreement are true and correct and are deemed to be made on the date hereof.

We have enclosed along with this request the following information:

1. the outstanding amount of the Principal Advances on the date hereof;

2. any other pertinent information previously requested by the Bank.

Dated date: _____[2]

Very truly yours,

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Name: _____
Title: _____

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2 Note that this date must be no later than 30 days prior to the Term Loan Commencement Date pursuant to Section 2.6 of the Agreement.