
LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT

Dated as of October 1, 2014

among

CITY AND COUNTY OF SAN FRANCISCO,

CITY AND COUNTY OF SAN FRANCISCO FINANCE CORPORATION

and

STATE STREET BANK AND TRUST COMPANY

relating to

City and County of San Francisco Finance Corporation
Lease Revenue Refunding Bonds, Series 2008-1
(Moscone Center Expansion Project)

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LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT

LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT, dated as of October 1, 2014, among the CITY AND COUNTY OF SAN FRANCISCO (the “*City*”), the CITY AND COUNTY OF SAN FRANCISCO FINANCE CORPORATION (the “*Corporation*”) and STATE STREET BANK AND TRUST COMPANY (together with its successors and assigns, the “*Bank*”).

WHEREAS, pursuant to an Indenture of Trust, dated as of September 1, 2008, by and between the Corporation and Wells Fargo Bank, National Association, as trustee (the “*Trustee*”) as it is from time to time amended or supplemented in accordance with the terms and provisions thereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Indenture*”), the Corporation issued its City of County of San Francisco Finance Corporation Lease Revenue Refunding Bonds, Series 2008-1 (Moscone Center Expansion Project) (the “*Bonds*” and each, a “*Bond*”), of which \$_____ are outstanding as of the hereinafter defined Date of Issuance;

WHEREAS, the City and the Corporation have requested the Bank to issue the Letter of Credit (as hereinafter defined) for the payment by the Trustee, when and as due, of the principal of and interest on the Bonds and to provide a liquidity facility in the form of the Letter of Credit; and

WHEREAS, the Bank is willing to issue the Letter of Credit and to provide such liquidity facility upon the terms and conditions provided herein;

NOW THEREFORE, in consideration of the premises and in order to induce the Bank to issue the Letter of Credit, 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:

“*Acceleration Drawing*” shall mean a drawing under the Letter of Credit resulting from a presentation of a certificate by the Trustee to the Bank in the form of Exhibit K to the Letter of Credit.

“*Additional Rental*” shall have the meaning set forth in the Indenture.

“*Advance Rate*” means, for any day, a rate per annum equal to (i) for the period from and including the date the related Liquidity Advance was made to but not including the earlier to occur of (x) the thirty-first (31st) day immediately succeeding the date the related Liquidity Advance was made and (y) the related Term Loan Conversion Date, the Base Rate from time to

time in effect; (ii) for the period from and including the thirty-first (31st) day immediately succeeding the date the related Liquidity Advance was made to but not including the related Term Loan Conversion Date, the sum of the Base Rate from time to time in effect *plus* one percent (1.00%); and (iii) from and after the Term Loan Conversion Date, the sum of the Base Rate from time to time in effect *plus* two percent (2.00%); *provided, however*, that upon the occurrence and during the continuance of any 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 then borne by any outstanding Bond.

“*Agreement*” means this Letter of Credit and Reimbursement Agreement as the same may from time to time be amended, supplemented or otherwise modified in accordance with its terms.

“*Alternate Credit Facility*” shall have the meaning set forth in the Indenture.

“*Authorized Representative*” shall have the meaning set forth in the Indenture.

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

“*Bank Agreement*” means any credit agreement, bond purchase agreement, liquidity 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 Bonds*” means all Bonds which, from time to time, have been purchased by the Bank with proceeds of Liquidity Drawings under the Letter of Credit.

“*Base Rate*” shall mean, for any day, the highest of (i) the sum of the Prime Rate in effect on such day *plus* one percent (1.00%) per annum, (ii) the sum of the Federal Funds Rate, *plus* two percent (2.00%) per annum and (iii) six percent (6.00%) per annum.

“*Base Rental*” shall have the meaning set forth in the Indenture.

“*Bondholder*,” “*Holder of Bonds*” or “*Holder*” or any similar term, when used with reference to a Bond or Bonds, means any person who shall be the bearer of any Outstanding Bonds not registered, or the registered owner of any Outstanding Bond which shall at the time be registered other than to bearer as provided in the Indenture.

“*Bond*” and “*Bonds*” each has the meaning assigned in the first recital of this 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, the State of New York or the Commonwealth of Massachusetts 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 demands for payment may be presented under the Letter of Credit.

“*CAFR*” has the meaning set forth in Section 5.1(a)(i) hereof.

“*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.

“*Contingent Obligation*” means, as to any Person, any obligation of such Person guaranteeing or intended to guarantee any indebtedness, leases, dividends, or other obligations (“*primary obligations*”) of any other Person (the “*primary obligor*”) in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (x) for the purchase or payment of any such primary obligation, or (y) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities, or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation, or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; *provided, however*, that the term Contingent Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

“*Corporation*” shall have the meaning set forth in the introductory paragraph hereof.

“*Credit Event*” means either one of the following: the making of any Liquidity Advance; or the conversion of a Liquidity Advance to a Term Loan.

“*Custody Agreement*” means the Custody Agreement dated as of October 8, 2014, between Wells Fargo Bank, National Association, as custodian, and the Bank, together with any amendments or supplements thereto.

“*Daily Rate*” has the meaning set forth in the Indenture.

“*Date of Issuance*” means October 8, 2014 subject to the satisfaction of the conditions precedent set forth in Section 3.1 hereof.

“Debt” shall mean, with respect to any Person, (a) all indebtedness of such Person for borrowed money; (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) lease revenue bonds or commercial paper 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, (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; (i) all Contingent Obligations of such Person and (j) all obligations of such Person due and payable under Swap Contracts; *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 assigned that term in Section 2.6.

“Default Rate” means, on any particular date, a rate of interest per annum equal to the sum of the Base Rate in effect on such date, *plus* three percent (3.00%) per annum.

“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.

“Drawing” means and includes an Acceleration Drawing, an Interest Drawing, a Liquidity Drawing, a Redemption Drawing or a Stated Maturity Drawing, as applicable.

“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 assigned that term in Section 7.1.

“*Excess Interest Fee*” has the meaning assigned that term in Section 2.15.

“*Federal Funds Rate*” shall mean for any day, the overnight rate of interest per annum quoted by the Bank for the overnight sale to other major banks and financial institutions of federal funds on such day (or, if such day is not a Business Day, the next preceding Business Day). Each determination of the Federal Funds Rate by the Bank shall be deemed conclusive and binding on the City absent manifest error.

“*Fee Agreement*” means that certain Fee Agreement dated October 8, 2014, between the City and the Bank, as the same may be supplemented and amended.

“*Fiscal Year*” shall mean 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.

“*GAAP*” shall mean 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.

“*Guarantee*” by any Person shall mean any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt of any other Person 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 Debt (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), (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.

“*Indenture*” means the Indenture of Trust dated as of September 1, 2008, by and between the Corporation and the Trustee, as from time to time amended or supplemented in accordance therewith.

“*Ineligible Bonds*” means Bank Bonds, Bonds owned by or on behalf of the City or the Corporation and Bonds bearing interest at a rate other than the Daily Rate or the Weekly Rate.

“*Interest Drawing*” means a drawing under the Letter of Credit resulting from a presentation of a certificate by the Trustee to the Bank in the form of Exhibit C to the Letter of Credit.

“*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.

“*Letter of Credit*” means an irrevocable direct-pay letter of credit issued by the Bank in substantially the form of Exhibit A hereto with appropriate insertions, as it may be amended from time to time.

“*Letter of Credit Fee Rate*” has the meaning assigned to that term in the Fee Agreement.

“*Liquidity Advance*” has the meaning assigned that term in Section 2.5 hereof.

“*Liquidity Drawing*” means a drawing under the Letter of Credit resulting from a presentation of a certificate by the Trustee to the Bank in the form of Exhibit E to the Letter of Credit.

“*Material City Debt*” shall mean any Debt of the City which is outstanding in a principal amount of \$25,000,000 or more.

“*Maximum Base Rental*” shall mean maximum amount of Base Rentals that the City can pay in any given year.

“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” shall have the meaning set forth in the Project Lease.

“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.

“Notice of Extension” shall mean a notice from the Bank to the Trustee in the form of Exhibit I to the Letter of Credit.

“Obligations” means the Reimbursement Obligations which includes amounts owing to the Bank for unreimbursed Drawings, including Liquidity Drawings evidenced by Bank Bonds, the Letter of Credit Fees and other 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.

“Offering Document” means the Remarketing Supplement dated October __, 2014, relating to the Bonds, and any supplements and amendments thereto, and the documents, if any, incorporated therein by reference.

“Original Stated Amount” means [_____].

“Outstanding” has the meaning set forth in the Indenture.

“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.

“Payment Office” has the meaning set forth in Section 8.2 hereof.

“Permitted Encumbrances” shall have the meaning set forth in the Project Lease.

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

“Prime Rate” means the rate of interest announced by the Bank from time to time as its prime commercial rate or equivalent, as in effect on such day for United States dollar loans, with any change in the Prime Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate, it being understood that such rate may not be the Bank’s best or lowest rate.

“Project” has the meaning set forth in the Indenture.

“Project Lease” means the Project Lease dated as of September 1, 2008, by and between the Corporation and the City, as from time to time amended or supplemented in accordance therewith.

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

“Rating Agency” means Moody’s, Fitch or S&P.

“Redemption Drawing” means a drawing under the Letter of Credit resulting from the presentation of a certificate by the Trustee to the Bank in the form of Exhibit D to the Letter of Credit.

“Reduction Fee” has the meaning set forth in the Fee Agreement.

“Reimbursement Obligations” means any and all obligations of the City to reimburse the Bank for any amount drawn under the Letter of Credit and all obligations to repay the Bank for all Liquidity Advances, Default Advances and Term Loans, including in each instance all interest accrued thereon, which obligations to repay such Liquidity Advances, Default Advances and Term Loans are evidenced by the Bank Bonds.

“Related Documents” means this Agreement, the Fee Agreement, the Custody Agreement, the Indenture, the Letter of Credit, the Bonds, the Bank Bonds, the Offering Document, the Site Lease, the Project Lease and the Remarketing Agreement.

“Remarketing Agent” means _____, and its permitted successors and assigns.

“Remarketing Agreement” means the Remarketing Agreement dated as of _____, 20__, between the City and the Remarketing Agent, as amended or supplemented from time to time in accordance with the terms hereof and thereof.

“Rental Payments” means all Base Rentals and Additional Rentals.

“Request for Extension” shall mean a notice from the City to the Bank in the form of Exhibit C attached hereto.

“Risk-Based Capital Guidelines” means (i) the risk-based capital guidelines in effect in the United States on the Date of Issuance, 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 adopted prior to the Date of Issuance.

“S&P” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services Business LLC, 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 and Facilities Lease, dated as of September 1, 2008, by and between the City and the Corporation, as from time to time amended or supplemented in accordance therewith.

“*State*” means the State of California.

“*Stated Amount*” has the meaning assigned that term in the Letter of Credit.

“*Stated Expiration Date*” means October 7, 2019, as such date may be extended from time to time in accordance with the Letter of Credit.

“*Stated Maturity Drawing*” means a drawing under the Letter of Credit resulting from the presentation of a certificate by the Trustee to the Bank in the form of Exhibit F to the Letter of Credit.

“*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.

“*Taxes*” has the meaning assigned that term in Section 2.9(b).

“*Term Loan*” has the meaning assigned that term in Section 2.6.

“*Term Loan Conversion Date*” in respect of any Liquidity Advance, means the earlier of (i) the 180th day after the date that such Liquidity Advance is made and (ii) the Termination Date.

“*Termination Date*” has the meaning assigned to that term in the Letter of Credit.

“*Termination Fee*” has the meaning assigned that term in the Fee Agreement.

“*Trustee*” shall mean Wells Fargo 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 Indenture.

“*Weekly Rate*” has the meaning set forth in the Indenture.

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.

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

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

AMOUNT AND TERMS OF THE LETTER OF CREDIT

Section 2.1. The Letter of Credit. The Bank agrees, on the terms and conditions hereinafter set forth and relying on the representations and warranties set forth herein or incorporated herein by reference, to issue the Letter of Credit to the Trustee in the Original Stated Amount and expiring by its terms not later than the Stated Expiration Date.

Section 2.2. Issuance of the Letter of Credit; Letter of Credit Drawings. (a) The Bank will issue the Letter of Credit to the Trustee on the Date of Issuance, upon the fulfillment of the applicable conditions precedent set forth in Section 3.1.

(b) The Trustee is authorized to make Drawings under the Letter of Credit in accordance with its terms. No Drawing under the Letter of Credit shall be made for the payment of the principal or purchase price of, or interest on, Ineligible Bonds. The City hereby directs the Bank to make payments under the Letter of Credit in the manner therein provided. The City

hereby irrevocably approves reductions and reinstatements of the Stated Amount with respect to the Letter of Credit as provided in the Letter of Credit.

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. The terms and provisions of the Fee Agreement are incorporated herein by reference. All references herein to amounts due hereunder or under this Agreement shall be deemed to include all amounts and obligation due under the Fee Agreement.

Section 2.4. Reimbursement of each Acceleration Drawing, Redemption Drawing, Interest Drawing and Stated Maturity Drawing. (a) The City agrees to reimburse the Bank for the full amount of each Acceleration Drawing, Interest Drawing, Redemption Drawing and Stated Maturity Drawing on the date such Drawing is made in accordance with the terms of Section 2.9 hereof upon payment by the Bank of such Drawing.

(b) Any amount of any Interest Drawing, Redemption Drawing or Stated Maturity Drawing 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. Liquidity Advances, Default Advances and Term Loans shall be repaid to the Bank as provided in Sections 2.5 and 2.6 hereof.

Section 2.5. Liquidity Advances. If the Bank shall make any payment under the Letter of Credit pursuant to a Liquidity Drawing and the conditions precedent set forth in Section 3.2 shall have been fulfilled, 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 payment shall constitute an advance made by the Bank to the City on the date and in the amount of such payment (each such advance being a “*Liquidity Advance*” and, collectively, the “*Liquidity Advances*”). The City shall pay or cause to be paid interest on the unpaid amount of each Liquidity Advance from the date that such Liquidity 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 Liquidity Advance, divided by 360), on the first Business Day of each calendar month during the term of each Liquidity 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 Liquidity Advances to Term Loans; Term Loans; Default Advances. (a) Subject to the satisfaction of the conditions set forth in Section 3.2 hereof, any amount of a Liquidity Advance (but not a Default Advance) remaining unpaid by the City to the Bank under Section 2.5 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 date which is the fifth anniversary of the date the related Liquidity Drawing was made. The principal amount of each Term Loan shall be amortized over such five-year period 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 Project for the relevant period, and to the extent not so repaid, such Term Loan shall be paid during each subsequent period, to the extent owed, to the extent of the then fair rental value with respect to the Project for each such subsequent period, and such Term Loan shall continue to be an obligation of the City pursuant to the Project Lease. 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 Letter of Credit and the amounts available to be drawn thereunder by the Trustee shall not be increased with respect to the conversion of a Liquidity Advance to a Term Loan.

(b) Each Term Loan shall bear interest at the applicable Advance 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) If (i) the Bank shall make any payment under the Letter of Credit pursuant to a Liquidity Drawing and the conditions set forth in Section 3.2 shall not have been fulfilled, and the City fails to reimburse or cause to be reimbursed the Bank in connection therewith, (ii) the Bank shall have made a Liquidity Advance to the City and the conditions set forth in Section 3.2 shall have not been fulfilled on the Term Loan Conversion Date, or (iii) an Event of Default shall have occurred while any Liquidity Advance or Term Loan remains outstanding, such payment, Liquidity Advance or Term Loan, as applicable, shall then constitute or become a default advance made by the Bank to the City on the date and in the amount of such payment under the Letter of Credit or on such other date (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 Project for such quarterly period; *provided, however*, that 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 Project for such period, and to the extent not so repaid, such Default Advance shall be paid during each subsequent period, to the extent owed, to the extent of the then fair rental value with respect to the Project for each such subsequent period, and such Default Advance shall continue to be an obligation of the City pursuant to the Project Lease.

Section 2.7. Prepayment of Liquidity Advances or Term Loans. (a) The City may prepay or cause to be prepaid the amount of any Liquidity 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 applied by the Bank against each such Liquidity Advance or Term Loan, as the case may be, in the order in which each such Liquidity Advance or Term Loan, as the case may be, was made.

(b) Any prepayment made under Section 2.7(a) shall be applied by the Bank as a reimbursement of the related drawing (and as a prepayment of the Liquidity Advance or Term Loan, as the case may be, resulting from such drawing).

Section 2.8. Increased Costs; Capital Adequacy. (a) In the event of the adoption after the Date of Issuance of any law, rule or regulation (domestic or foreign), or any change after the Date of Issuance 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, the Letter of Credit, the Bonds or the Bank Bond (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, 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, the Letter of Credit or any Bank Bond,

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, the Letter of Credit or the Bank Bond, 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 Date of Issuance 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 reducing the rate of return on capital of the Bank or such Participant Bank as a consequence of its rights or obligations hereunder, the Fee Agreement, under the Letter of Credit or with respect to the Bank Bond 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 in excess of 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 8.7(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 Project Lease and the obligations of the City hereunder and thereunder and the payment in full of all Base Rental and Additional Rental.

(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 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.

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 2.4 hereof to the Bank of the amount drawn on the Bank pursuant to an Acceleration Drawing, an Interest Drawing, a Redemption Drawing or a Stated Expiration Date Drawing made under the Letter of Credit 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 its Payment 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 1.2 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 2.9 shall be considered to have been made on the next succeeding Business Day. Computations of the Base Rate, the Prime Rate, the Federal Funds Rate, the Advance Rate and the Default Rate hereunder or under the Fee

Agreement and amounts due 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. Interest shall accrue during each period during which interest is computed from and including the first day thereof to be excluding the last day thereof.

(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 Bank Bond 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 Bank Bond 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 Bank Bond 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 Bank Bond 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 Project Lease and the obligations of the City hereunder and thereunder and the payment in full of all Base Rentals and Additional Rentals.

(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. On the Date of Issuance, the Stated Expiration Date shall be October 7, 2019; *provided* that such date shall be subject to extension at any time following the then scheduled Stated Expiration Date, as set forth below and in the Letter of Credit. 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. 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 and the Letter of Credit, 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 Trustee). If the Bank does so agree to extend, the Bank shall deliver an executed Notice of Extension to the Trustee. 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. Bank Bonds. (a) The City's obligations to repay each Liquidity Advance, Default Advance and Term Loan and to pay interest thereon as herein provided shall be evidenced and secured by the Bank Bonds.

(b) (i) Upon the Bank's honoring any Liquidity Drawing, the Bank shall purchase the Bank Bonds in respect of which such Liquidity Drawing is made, and the City shall cause the Trustee to hold such Bank Bonds for the benefit of the Bank and register such Bank Bonds in the name of the Bank or its nominee, or to otherwise deliver such Bank Bonds as directed by the Bank pursuant to the Custody Agreement, which Bank Bonds may also be held in book-entry form as described in the Custody Agreement. During such time as the Bank is the owner of any Bonds, the Bank shall have all the rights granted to an owner of the Bonds under the Indenture and such additional rights as may be granted to the Bank hereunder. To the extent that the Bank actually receives payment in respect of any Bank Bond held by the Bank, the Liquidity Advance, Default Advance or Term Loan, as applicable, made in connection with the purchase of such Bank Bond shall be deemed to have been reduced *pro tanto*, with the Bank crediting any payment on such Bank Bond received, first, to the payment of any outstanding interest accrued on the related Liquidity Advance, Default Advance or Term Loan, as applicable, and, second, to the payment of the principal of such Liquidity Advance, Default Advance or Term Loan, as applicable. Any such payment or prepayment to be applied to principal of outstanding Liquidity Advance or Term Loan, as applicable, hereunder shall be applied to the prepayment of such Liquidity Advance or Term Loan, as applicable, in chronological order of their issuance hereunder and within each Liquidity Advance or Term Loan, as applicable, in inverse order of the principal payments payable thereon. With respect to Default Advances any payments received by the Bank hereunder or under the Bank Bonds shall be applied by the Bank to the payment of the Obligations in such order as the Bank shall in its sole discretion determine.

(ii) Bank Bonds shall bear interest at the Advance Rate from time to time in effect and shall be redeemed on each Amortization Payment Date and in the principal amounts equal to each Quarterly Payment Date payable by the City pursuant to Section 2.06(a) hereof, and each such payment made to redeem Bank Bonds which is received by the Bank shall be deemed to satisfy, on a dollar for dollar basis, the aggregate principal payment due on the date of such payment.

Section 2.12. Obligations Absolute. The obligations of the City and the Corporation 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 or the Corporation may have at any time against the Trustee, the Trustee, a Dealer or the Remarketing Agent (other than the defense of the payment to the Bank in accordance with the terms of this Agreement), any beneficiary or any transferee of the Letter of Credit (or any person or entity for whom any such beneficiary or any such transferee may be acting), or any other Person, whether in connection with this Agreement, any Related Document or any unrelated transaction;
- (d) any demand, statement or any other document presented under the Letter of Credit 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 Trustee of the proceeds of any drawing under the Letter of Credit;
- (f) payment by the Bank under the Letter of Credit to the person entitled thereto against presentation of a payment certificate which does not comply strictly with the terms of the Letter of Credit; 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 or the Corporation 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 8.5 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.

Section 2.13. Termination. Notwithstanding any provision of this Agreement, the Fee Agreement or the Letter of Credit to the contrary, the City shall not terminate, replace or permanently reduce the Letter of Credit prior to the Stated Expiration Date except upon (i) the payment to the Bank of the Termination Fee or Reduction Fee, if any, set forth in the Fee Agreement, (ii) the payment to the Bank of all fees, expenses and other Obligation payable hereunder and under the Fee Agreement, (iii) the payment to the Bank of all principal and accrued interest owing on the Reimbursement Obligations and Bank Bonds and (iv) providing

the Bank 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.

Section 2.14. Pledge by the City. Subject to the application of Base Rental and amounts on deposit in the funds and accounts established pursuant to the Indenture (“*Trust Amounts*”) as permitted in the Indenture, to secure the timely payment of all Obligations and to secure the performance and observance of all of the covenants, agreements and conditions contained in this Agreement and the Related Documents to which the Bank or any affiliate thereof is a party, the City hereby irrevocably grants a lien on and a security interest in, and pledges, the Base Rental and the Trust Amounts to the Bank (for the benefit of the Bank and any affiliate of the Bank to whom any Obligation is at any time owed), which lien on, security interest in and pledge of the Base Rental and Trust Amounts is on a parity with the pledge of Base Rental and Trust Amounts set forth in the Indenture. This lien on an security interest in and pledge of the Base Rental and Trust Amounts shall, to the extent permitted by law, constitute a valid pledge of and charge and lien upon the Base Rental, shall immediately attach and be effective, binding, and enforceable against the City, its successors, purchasers of any of the Base Rental and Trust Amounts, creditors, and all others asserting rights therein to the extent set forth in, and in accordance with, the Indenture, without the need for any physical delivery, recordation, filing or further act other than the filing of a financing statement with the California Secretary of State, which filing has been made.

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 Project for such period exceeds the sum of all other Reimbursement Obligations remaining unpaid hereunder and the amount of interest accruing on the Bonds during such 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 Bank Bond 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 Termination Date and for so long thereafter as any Reimbursement Obligations remain unpaid, the City and the Corporation shall increase the amount of the Base Rental payable under the Project Lease 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 Termination Date and for so long thereafter as any Reimbursement Obligations remain unpaid, unless the Project Lease has terminated in accordance with its terms, the City and the Corporation agree, 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 the Project. Upon consultation with special counsel and the Bank, such determination shall be by a Class C appraisal conducted by an employee of the City and shall be at the sole expense of the City. In addition, the City and the Corporation agree to extend the term of (i) the Site Lease in accordance with Section 4 thereof and (ii) the Project Lease in accordance with its terms, if, on the stated expiration thereof, any amounts remain owing to the Bank hereunder or under any of the other Related Documents.

ARTICLE III

CONDITIONS OF ISSUANCE

Section 3.1. Conditions Precedent to the Issuance of the Letter of Credit. The obligation of the Bank to issue the Letter of Credit is subject to the fulfillment of the following conditions precedent on or before the Date of Issuance 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 (A) the City stating the names and true signatures of the officers of the City authorized to sign this Agreement, the Fee Agreement and the other documents to be executed and delivered by the City and (B) the Corporation stating the names and true signatures of the officers of the Corporation authorized to sign documents to be executed and delivered by the Corporation.

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

(iv) A letter addressed to the Bank from Fulbright & Jaworski LLP, a member of Norton Rose Fulbright, Special Counsel, entitling the Bank to rely on such firm's approving opinion addressed to the City.

(v) An opinion of Fulbright & Jaworski LLP, a member of Norton Rose Fulbright, 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 has been duly authorized, executed and delivered by the City and constitute a 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, (ii) certain equitable remedies may be unavailable and (iii) the indemnification provision may be limited by securities laws and public policy), (B) the Letter of Credit satisfies the terms and conditions of the Indenture, (C) the Bank is entitled to the benefits of the Indenture on a parity with all holders of the Bonds, (D) the City has the authority and power to execute this Agreement, and (E) that the terms of the Indenture and this Agreement create a valid pledge of and lien of the Pledged Property to secure the Obligations and the amounts owed to the Bank hereunder and under the Fee Agreement.

(vi) Evidence that the rating assigned to the Bonds by S&P is "____," "____" by Fitch and by Moody's is "____".

(vii) A certificate of the City setting forth the annual fair rental value of the Project.

(viii) Certificates of each of the City and the Corporation stating that (A) on the Date of Issuance, no Default or Event of Default has occurred and is continuing, or would result from the issuance of the Letter of Credit, and that (B) on the Date of Issuance and after giving effect to the issuance of the Letter of Credit, all representations and warranties of the City or the Corporation, as applicable, 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.

(ix) 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.

(x) 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.

(xi) Executed copy of the Custody Agreement.

(xii) Evidence of the City's current hazard and rental interruption insurance for the Project, assuming an interest rate of at least 12% and such insurance shall be satisfactory to the Bank. Any such commercial insurance policies shall name the Bank as loss payee and additional insured and shall be issued by insurers rated "A" or better by Best's or approved by the Bank.

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

(xiv) Certificate of the Trustee evidencing the signatures and offices of officers of each executing the Related Documents and authorized to draw on the Letter of Credit, and with respect to such other matters as the Bank may reasonably request, and an opinion of counsel to each of the Trustee, in form and substance satisfactory to the Bank and its counsel, and addressed to the Bank.

(xv) 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 Bank Bonds (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 Bank Bonds (and its related CUSIP number) shall have been assigned one rating of at least "Baa3" by Moody's, "BBB-" by Fitch or "BBB-" by S&P.

(xvi) Receipt by the Bank of the articles of incorporation and bylaws of the Corporation, together with all amendments thereto, certified as to accuracy and completeness by an authorized officer of the Corporation, and a good standing certificate in respect of the Corporation issued by the California Secretary of State and dated a date not more than five Business Days prior to the Date of Issuance;

(xvii) Receipt by the Bank of a copy of the resolutions of the Corporation authorizing the execution, delivery and performance of the Related Documents to which it is a party, certified by an authorized officer of the Corporation, which certification shall include a statement to the effect that such resolutions are in full force and effect on the Date of Issuance and have not been amended;

(xviii) Receipt by the Bank of one or more CLTA title insurance policies or other appropriate forms of title policy that insure the City's fee title to the Project and the Corporation's leasehold interest in the Project, subject to customary endorsements, in an aggregate amount not less than the principal of the Bonds and subject to only such liens as are reasonably satisfactory to the Bank;

(xix) The Bank shall have received 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 6.01 of the Project Lease.

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

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

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

Section 3.2. 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(g)) 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.

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 draw honored by the Bank under the Letter of Credit 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 Bonds, 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 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 Date of Issuance, there is no action, suit or proceeding pending with service of process having been accomplished against, or to the knowledge of the City, threatened 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 Bonds or in any way contesting or affecting the validity of the Bonds 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 Indenture 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) *Reserved.*

(j) *Title to Property; Project Lease.* The City has good and marketable fee simple title to the Project, subject only to Permitted Encumbrances. The Project Lease is in full force and effect. The City, as lessee under the Project Lease, is in peaceable possession of the Property. No waiver, indulgence or postponement of any of the City's obligations under the Project Lease 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 Project Lease.

(k) *Disclosure.* Except as disclosed in writing to the Bank prior to the Date of Issuance, 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, 2013, as well as each CAFR 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 Bonds 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 Date of Issuance, 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 under funded 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 Project 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 County under the Related Documents remains unpaid, the Project will remain an essential asset of the County.

(t) *Fair Rental Value.* The total Rentals 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.

ARTICLE V

COVENANTS

Section 5.1. Covenants. The City agrees that so long as the Letter of Credit remains outstanding 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, the complete Comprehensive Annual Financial Report (“CAFR”) 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 Bonds; 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) *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.

(c) *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.

(d) *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.

(e) *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.

(f) *Other Obligations.* The City will comply with and observe all other obligations and requirements set forth in the Indenture 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 Bonds, this Agreement or any of the Related Documents.

(g) *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 Indenture or any of the other Related Documents.

(h) *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.

(i) *Trustee; Remarketing 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 Remarketing Agent or Trustee. The City shall at all times maintain a Remarketing Agent and a Trustee under the Indenture. The City shall at all times cause the Remarketing Agent to remarket the Bonds up to the Maximum Rate. If any Bank Bond remains outstanding for sixty (60) consecutive days, then the City shall, at the written request of the Bank, cause the Remarketing Agent to be replaced with a Remarketing Agent reasonably satisfactory to the Bank. Any remarketing agreement with a successor Remarketing Agent shall provide that (a) such Remarketing Agent may resign upon at least 60-days' prior written notice to the City, Trustee and the Bank and (b) such Remarketing Agent shall use its best efforts to sell the Bonds up to the Maximum Rate.

(j) *Limitation on Voluntary Liens.* (i) The City shall not create a pledge, lien or charge on any part of the Project, other than the lien in favor of holders of the Bonds and the Bank. (ii) The City covenants to keep the Project 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 Project; 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 Project 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.

(k) *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.

(l) *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.

(m) *No Impairment.* The City will not take any action, or cause or permit the Trustee to take any action, under the Indenture, the Project Lease or any other Related Document inconsistent with the rights and remedies of the Bank under this Agreement.

(n) *Additional Obligations.* The City will not issue or authorize the issuance of any obligations payable from Base Rental or Additional Rental due under the Project Lease other than the Bonds and the Bank Bond.

(o) *References to the Bank.* The City will not refer to the Bank in any official statement, offering memorandum, or private placement memorandum or make any changes in reference to the Bank in any revision of the Offering Memorandum without the Bank's prior written consent thereto, which consent shall not be unreasonably withheld or delayed.

(p) *Title Insurance.* Title insurance shall be provided and maintained in the manner and in form and substance as set forth in the Project Lease; *provided* that notwithstanding anything contained in the Project Lease 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.

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

(r) *Covenants and Legal Duties.* Subject to Section 3.05 of the Project Lease, the City agrees to include all rental payments due under the Project Lease in each Fiscal Year in its annual budget and to make the necessary annual appropriations for all such rental payments due or to become due under Project Lease. The covenants on the part of the City herein contained and in the Project Lease 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.

(s) *Use of Letter of Credit Proceeds.* The City shall cause the Trustee to use the proceeds of drawings made under the Letter of Credit solely to pay the principal and purchase price of and interest on the Bonds.

(t) *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 lease revenue bonds;

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.

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

(v) *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.

(w) *Alternate Letter of Credit.* The City agrees to use its best efforts to obtain an Alternate Credit Facility for the Letter of Credit in the event that (i) the Bank decides not to extend the Stated Expiration Date (such replacement to occur on the then current Stated Expiration Date) or (ii) the Letter of Credit shall otherwise terminate in accordance with its terms.

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

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

(z) *Fair Rental Value.* In the event the aggregate fair rental value of the Project is less than the aggregate principal of and interest on all Term Loans 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 outstanding and such fair rental value and use such appropriation to prepay the Term Loans or (ii) obtain an Alternate Credit Facility to replace the Letter of Credit or to otherwise refinance the Bonds.

(aa) *Future Credit Facilities.* 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 (collectively, the “Additional Rights”), such Additional Rights shall automatically be deemed to be incorporated into this Agreement and the Bank shall have the benefits of such Additional Rights. Upon the request of the Bank, the City shall promptly, enter into an amendment to this Agreement to include such Additional Rights, provided that the Bank shall maintain the benefit of such Additional Rights even if the City fails to provide such amendment. Notwithstanding the foregoing, no Additional Rights (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 Rights, if the related Bank Agreement is entered into by the City after the four (4) month anniversary of the Date of Issuance; except that any Additional Rights 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 5.1(aa), and the City shall enter into an amendment hereto to include such Additional Rights, 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 Rights, then, without the consent of the Bank this Agreement shall be deemed to automatically no longer contain the related Additional Rights and the Bank shall no longer have the benefits of any such Additional Rights.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CORPORATION

The Corporation represents, warrants and covenants as follows:

Section 6.1. Existence and Power. The Corporation is a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California, and is possessed of full powers to own and lease (as lessor and lessee) real and personal property, to conduct its business as presently conducted and to enter into contracts such as this Agreement and the Related Documents to which it is a party, which powers have been validly exercised in connection with the transactions effected by this Agreement and the Related Documents to which it is a party.

Section 6.2. Authorization; Contravention; Approvals. The execution, delivery and performance by the Corporation of this Agreement and the Related Documents to which it is a party and the other documents contemplated hereby and thereby are within the powers of the Corporation, have been duly authorized by all necessary actions and (i) do not contravene the articles of incorporation or bylaws of the Corporation, any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any material indenture, agreement, lease, instrument or other material contractual restriction binding on or affecting the Corporation and (ii) except as provided in or contemplated by this Agreement and the Related Documents, do not result in or require the creation of any Lien, security interest or other charge or encumbrance upon or with respect to any asset of the Corporation. The Corporation is not in violation of or in

default in any respect under any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award that would prevent or is reasonably likely to prevent the Corporation from performing its obligations under this Agreement or any Related Documents to which it is a party. The Corporation is not in violation of or in default in any material respect under any indenture, agreement, lease, instrument or other contractual restriction or the Related Documents to which it is a party that would prevent or is reasonably likely to prevent the Corporation from performing its obligations under this Agreement or any Related Documents to which it is a party. No Default or Event of Default has occurred and is continuing. All orders, consents and other authorizations or approvals of all Governmental Authorities and all other Persons have been obtained (and no additional authorization, approval or other action by, and no notice to or filing or registration with, any Governmental Authority is required to be made or obtained by the Corporation) for the due execution, delivery and performance by the Corporation of this Agreement and the Related Documents to which it is a party.

Section 6.3. Enforceability. This Agreement and the Related Documents to which the Corporation is a party, and other documents contemplated hereby and thereby to which the Corporation is a party or by which it is bound are legally valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by general principles of equity.

Section 6.4. Litigation. Except as disclosed in the Official Statement, there are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before any court, Governmental Authority or arbitrator pending with service of process completed or, to the best knowledge of the Corporation, otherwise filed or threatened, against or directly involving the Corporation, affecting the existence of the Corporation, the title of any officials to their respective offices, the Project or affecting or seeking to prohibit, restrain or enjoin the execution or delivery of this Agreement or any Related Document, or in any way contesting or affecting the validity or enforceability of the Bonds, this Agreement, any Related Document or contesting the tax-exempt status of the Bonds, or contesting in any way the completeness or accuracy of the Official Statement or any supplements or amendments thereto, or contesting the powers of the Corporation or any authority for the issuance of the Bonds, the execution and delivery of this Agreement or the Related Documents to which it is a party, nor, to the best knowledge of the Corporation, is there any basis therefor, which, if determined adversely to the Corporation would materially adversely affect the validity or enforceability of, or the authority or ability of the Corporation to perform its obligations under, this Agreement or any Related Documents to which it is a party.

Section 6.5. Base Rental. The Corporation has validly assigned to the Trustee all of the rights of the Corporation to receive the Base Rental as security for (a) the punctual payment of interest and principal due with respect to the Bonds and (b) to reimburse any Credit Facility Provider (as defined in the Indenture) for payment in respect of the punctual payment of interest and principal due with respect to the Bonds. All actions necessary to create a valid pledge over the Rental Payments have been duly and validly taken. The Corporation acknowledges and agrees that all payments (including principal and interest) due hereunder in respect of Bank

Bonds and Reimbursement Obligations shall be payable from Base Rental and all other Obligations shall constitute costs and expenses of the Corporation payable as Additional Rental.

Section 6.6. No Sovereign Immunity. The Corporation is subject to civil and commercial law in respect of its obligations under this Agreement and the Related Documents. The Corporation does not enjoy any right of immunity in respect of such obligations on the grounds of immunity (sovereign or otherwise) from jurisdiction in any court or from setoff or any legal process, whether through service or notice, attachment prior to judgment, attachment in aid of execution or otherwise, under the laws of the United States of America and the State of California.

Section 6.7. Books and Records; Inspections. The Corporation will keep proper books of record and account in which full and correct entries shall be made of assets and liabilities, financial transactions and business of the Corporation in conformity with generally accepted accounting principles. The Corporation will upon reasonable notice permit any Person designated by the Bank in writing to visit any of the properties of the Corporation, including the Project, and to examine the books and financial records of the Corporation and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the Corporation with the principal officers of the Corporation all at such reasonable times and as often as the Bank may reasonably request.

Section 6.8. Maintain Existence. The Corporation will preserve and maintain its existence, rights and franchises as a nonprofit public benefit corporation duly organized and existing under the laws of the State of California and will not merge or combine with any other Person.

Section 6.9. Compliance with Agreements. The Corporation will observe and perform all of its obligations under this Agreement and the Related Documents to which it is a party.

Section 6.10. Project. The Corporation shall not agree to the release, substitution or replacement of any part of the Project that is subject to the Project Lease without the prior written consent of the Bank.

Section 6.11. Incorporation of Representations, Warranties and Covenants by Reference. The Corporation hereby makes every representation, warranty and covenant made by it in any Related Document to which it is a party, which representations, warranties and covenants, as well as the defined terms contained therein that are necessary for a correct interpretation thereof, are incorporated herein by this reference with the same effect as if each and every such provision and defined term were set forth herein in its entirety. No amendment to such representations, warranties, covenants or defined terms made pursuant to any such Related Document to which it is a party and no termination or replacement of any such Related Document to which it is a party shall be effective to amend, terminate or replace such representations, warranties and covenants or defined terms as incorporated by reference therein without the prior written consent of the Bank.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.1. Events of Default. The occurrence of any of the following events shall be an “*Event of Default*” hereunder:

(a) The City shall fail to pay (i) any Reimbursement Obligation (including, without limitation, any Bank Bond) or interest thereon as and when due hereunder, subject to the proviso in Section 2.6(c) hereof, (ii) any fee set forth in Section 1.1, 1.2, 1.3, 1.4, 1.5 or 1.6 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, or (iii) any other Obligation (other than Obligations specified in clause (i) or (ii) of this Section 7.1(a)) as and when due hereunder and the continuance of such failure for a period of thirty (30) days after written notice thereof;

(b) (i) The City shall default in the performance of any of the covenants set forth in Section 5.1(b), (d), (g), (j), (k)(i), (l), (n), (o), (q), (r), (s), (t), (v), (w) or (z)(ii) hereof or (ii) Bonds shall be executed and delivered prior to satisfaction of the condition precedent set forth in Section 3.4 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 the Corporation (or incorporated by reference) in this Agreement or by the City or the Corporation, as applicable, 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 Bonds) 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 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 City, the Corporation or 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; or any Governmental Authority of appropriate jurisdiction shall declare a moratorium with respect to any of the debt of the City or the Corporation;

(g) A case or other proceeding shall be commenced against the City or the Corporation or the Trustee 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 seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against the City, the Corporation or 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 City, the Corporation or 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 shall cease for any reason whatsoever to be a valid and binding agreement of the City, the Corporation or the Trustee, or the City, the Corporation or the Trustee shall contest the validity or enforceability thereof;

(i) Any pledge or security interest created hereunder or under the Indenture 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 Project Lease 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 the Bonds shall be withdrawn, suspended or otherwise unavailable for credit related reasons or (ii) the lowest 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 the Bonds shall be reduced below "Baa2" (or its equivalent), "BBB" (or its equivalent) or "BBB" (or its equivalent), respectively;

(l) 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;

(m) Any *Event of Default* (or term of like meaning or effect) shall have occurred under any Bank Agreement related to any lease revenue bonds issued by or on behalf of the City;

(n) The Corporation shall (i) default in the due performance or observance by it of any term, covenant or agreement contained in Sections 6.8 or 6.10; or (ii) default in the due performance or observance by it of any other term, covenant or agreement hereunder (other than those referred to in Section 7.1(n)(i)) and such default shall continue unremedied for a period of 30 days after written notice to the Corporation by the Bank; or

Section 7.2. Remedies. Upon the occurrence of any Event of Default, the Bank may exercise any one or more of the following rights and remedies in addition to any other remedies herein or by law provided:

(a) by notice to the City require that the City immediately prepay to the Bank in immediately available funds an amount equal to the Stated Amount (such amounts to be held by the Bank as collateral security for the Obligations), *provided, however*, that in the case of an Event of Default described in Section 7.1(f) or (g) hereof, such prepayment obligation shall automatically become immediately due and payable without any notice;

(b) declare all Obligations to be, and such amounts shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the City, *provided* that upon the occurrence of an Event of Default under Section 7.1(f) or (g) hereof such acceleration shall automatically occur without notice;

(c) give notice of the occurrence of an Event of Default to the Trustee, directing the Trustee to cause a mandatory tender of the Bonds, thereby causing the Letter of Credit to expire fifteen (15) days thereafter;

(d) pursue any rights and remedies it may have under the Indenture; or

(e) pursue any other action available at law or in equity.

From and after the occurrence of any Event of Default, all Obligations due and owing hereunder (including, without limitation, unreimbursed Drawings, Liquidity Advance, Default Advances, Term Loans and Bank Bonds) shall bear interest at the Default Rate, payable on demand.

Nothing contained in Section 7.2 shall result in, or be construed to require, an acceleration of Base Rental under the Project Lease and nothing contained in this Section 7.2 is intended to abrogate abatement of Base Rental made in accordance with the terms of the Project Lease. Nothing contained in Section 7.2 shall abrogate the obligation of the Bank to honor properly presented and conforming Drawings under the Letter of Credit prior to the termination of the Letter of Credit in accordance with its terms.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Amendments and Waivers. No amendment, change, discharge or waiver of any provision of this Agreement, nor consent to any departure by the City or the Corporation therefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank and then, with respect to any such written consent, 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 or the Corporation in any case shall entitle the City or the Corporation to any other or further notice or demand in the same, similar or other circumstances.

Section 8.2. 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 Corporation:

[_____]

If to the Bank with respect to draws on the Letter of Credit:

[_____]

With a copy to:

[_____]

If to [_____] for payment of
obligations hereunder or under the Fee
Agreement:

Wire instructions with respect to Facility or
Other Fees:

[_____]

Wire instructions to Letter of Credit
reimbursement of drawings:

[_____]

If to the Remarketing Agent:

[_____]

If to the Trustee:

[_____]

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 8.3. 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 or the Corporation in any case shall entitle the City or the Corporation 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 8.4. 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(w) hereof or

by reason of or in connection with (i) the offering, sale, remarketing or resale of the Bonds (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 issuance of the Letter of Credit or the use of any proceeds of the Letter of Credit; (iv) the execution, delivery and performance of this Agreement, or the making or the failure to honor a properly presented and conforming drawing under the Letter of Credit; or (v) any Property; *provided, however*, that the City shall not be required to indemnify an Indemnified Party pursuant to this Section 8.4 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.

(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 Bonds and the other Related Documents, or any amendment thereto.

Section 8.5. 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 Bonds or any drawings under the Letter of Credit, (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 Bonds, 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 the Letter of Credit, including failure of any documents to bear any reference or adequate reference to the Letter of Credit, (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 drawings under the Letter of Credit, (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 under the Letter of Credit; *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 drawing presented under the Letter of Credit complied with the terms thereof, or (ii) the Bank's willful failure to honor a properly presented and conforming drawing required to be honored by it under the Letter of Credit. 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 8.6. Expenses; Documentary Taxes. The City shall pay or cause to be paid (a) fees and document production costs and disbursements of [_____], special counsel for the Bank, in connection with the preparation of this Agreement and the Letter of Credit, (b) all reasonable out-of-pocket travel and other expenses incurred by the Bank in connection with this Agreement and the Letter of Credit, (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. 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 Bank Bond pursuant to this Agreement.

Section 8.7. Binding Effect. (a) This Agreement shall become effective when it shall have been executed by the City, the Corporation and the Bank and thereafter shall be binding upon and inure to the benefit of the City, the Corporation and the Bank and their respective successors and assigns, except that neither the City nor the Corporation shall 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 lease revenue bonds) in this Agreement, the Bank Bond and the Letter of Credit 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, 8.4, 8.5 and 8.6 hereof. In connection with the granting of participations, the Bank may disclose to any proposed participant any information that the City or the Corporation 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 8.7(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 Indenture. 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 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 8.8. 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 8.9. 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; *provided, however,* that obligations of the Bank hereunder shall be governed by, and constructed in accordance with the laws of the State of New York without giving effect to conflicts of laws provisions (other than New York General Obligation Laws 5-1401 and 5-1402).

(b) Each of the parties hereto hereby submits to the exclusive jurisdiction of any federal or state court of competent jurisdiction in the State or in the State of New York 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 8.2 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, the Corporation'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, the Corporation 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, the Corporation 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 8.9 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 8.10. 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 8.11. 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.

Section 8.12. 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 8.13. Patriot Act; Government Regulations. (a) The Bank hereby notifies the City and the Corporation 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 includes the name and address of the City or the Corporation, as applicable, and other information that will allow the Bank to identify the City or the Corporation, as applicable, in accordance with the Patriot Act.

(b) The City and the Corporation shall ensure that (a) no person who controls the City or the Corporation is or shall 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 or the Corporation, and (b) the Bonds 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 and the Corporation shall comply with all applicable Bank Secrecy Act (“*BSA*”) laws and regulations, as amended. The City and the Corporation agree to provide documentary and other evidence of City’s and the Corporation’s identity as may be requested by the Bank at any time to enable the Bank to verify the City’s and the Corporation’s identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the Patriot Act.

Section 8.14. City Requirements. The Bank hereby agrees to the City’s requirements, as provided in Exhibit D attached hereto and incorporated hereby by this reference.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Credit and Reimbursement 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: _____

CITY AND COUNTY OF SAN FRANCISCO FINANCE
CORPORATION

By _____
Name: _____
Title: _____

STATE STREET BANK AND TRUST COMPANY

By _____
Name: _____
Title: _____

EXHIBIT A

[FORM OF IRREVOCABLE DIRECT-PAY LETTER OF CREDIT]

October 8, 2014

Wells Fargo Bank, National Association, as
trustee (the "*Trustee*")
333 Market Street, 18th Floor
San Francisco, California 94105
Attention: Corporate Trust Department

Ladies and Gentlemen:

State Street Bank and Trust Company (the "*Bank*") hereby establishes in your favor as Trustee under the Indenture of Trust, dated as of September 1, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "*Indenture*"), between the City of County of San Francisco Finance Corporation (the "*Corporation*") and the Trustee for the benefit of the holders of the Bonds (as hereinafter defined) our Irrevocable Transferable Direct-Pay Letter of Credit No. _____ (this "*Letter of Credit*") for the account of the City and County of San Francisco (the "*City*"), in the amount of U.S. \$_____ (the "*Original Stated Amount*") to pay principal of and accrued interest on, or the purchase price of, the Corporation's Lease Revenue Refunding Bonds, Series 2008-1 (Moscone Center Expansion Project) (the "*Bonds*") in accordance with the terms hereof (said U.S. \$_____ having been calculated to be equal to U.S. \$_____, the principal amount of the Bonds, plus U.S. \$_____, which is at least _____ days' accrued interest on said principal amount of the Bonds at the rate of 12% per annum (the "*Cap Interest Rate*") and assuming a year of 365 days). We hereby irrevocably authorize you to draw on us from time to time, from and after the date hereof to and including the earliest to occur of our close of business on: (a) October 7, 2019 (as extended from time to time, the "*Stated Expiration Date*"); (b) the date which is one (1) Business Day (as hereinafter defined) following the Conversion Date (as hereinafter defined) as such date is specified in your certificate in the form of Exhibit A hereto (the "*Notice of Conversion Date*"); (c) the date which is one (1) Business Day following receipt from you of a certificate in the form set forth as Exhibit B hereto (the "*Notice of Termination*"); (d) the date of a Stated Maturity Drawing (as hereinafter defined) or an Acceleration Drawing (as hereinafter defined) hereunder; and (e) the date which is fifteen (15) days following receipt by you of a Notice of Default from us in the form of Annex A to the hereinafter defined Reimbursement Agreement stating that an Event of Default as defined in the Reimbursement Agreement dated as of October 1, 2014 (together with any amendments, restatements or supplements thereto, the "*Reimbursement Agreement*"), among the City, the Corporation and the Bank has occurred and directing you to cause a mandatory tender of the Bonds (the earliest of such dates is referred to herein as the "*Termination Date*").

Payments under this Letter of Credit are available to you against presentation of the following documents (the "*Payment Documents*") presented to the Bank as described below:

A certificate (with all blanks appropriately completed) (i) in the form attached as Exhibit C hereto (an "*Interest Drawing*"), (ii) in the form attached as Exhibit D hereto (a "*Redemption Drawing*"), (iii) in the form attached as Exhibit E hereto (a "*Liquidity Drawing*"), (iv) in the form attached as Exhibit F hereto (a "*Stated Maturity Drawing*") or (v) if the form of Exhibit K hereto (as "*Acceleration Drawing*" and together with Interest Drawings, Redemption Drawings, Liquidity Drawings and Stated Maturity Drawing, collectively referred to herein as "*Drawings*" and individually as a "*Drawing*"), each certificate to state therein that it is given by your duly authorized officer and to be dated the date such certificate is presented hereunder.

All Drawings shall be made by presentation of each Payment Document to the Bank by facsimile (facsimile number (617) 988-6674, Attention: Standby Letter of Credit Unit, Re: Letter of Credit No. _____), or at such other address or facsimile number as we may specify to you in writing, without further need of documentation, including the original of this Letter of Credit, it being understood that each Payment Document so submitted is to be the sole operative instrument of a Drawing. You shall use your best efforts to give telephonic notice of a Drawing to the Bank at (617) 662-8588 on the Business Day of such Drawing (but such notice shall not be a condition to a Drawing hereunder and you shall have no liability for not doing so).

We agree to honor and pay the amount of any Drawing if presented in compliance with all of the terms of this Letter of Credit. If such Drawing, other than a Liquidity Drawing, is presented prior to 2:00 p.m., New York time, on a Business Day, payment shall be made to the account number designated by you of the amount specified, in immediately available funds, by 11:00 a.m., New York time, on the following Business Day. If any such Drawing, other than a Liquidity Drawing, is presented at or after 2:00 p.m., New York time, on a Business Day, payment shall be made to the account number designated by you of the amount specified, in immediately available funds, by 2:30 p.m., New York time, on the following Business Day. If a Liquidity Drawing is presented prior to **[12:30 p.m.]**, New York time, on a Business Day, payment shall be made to the account number designated by you of the amount specified, in immediately available funds, by **[2:45 p.m.]**, New York time, on the same Business Day. If a Liquidity Drawing is presented at or after **[12:30 p.m.]**, New York time, payment shall be made to the account number designated by you of the amount specified, in immediately available funds, by **[2:45 p.m.]**, New York time, on the following Business Day. Payments made hereunder shall be made by wire transfer to you in accordance with the instructions specified by the Trustee in the Payment Documents relating to a particular Drawing hereunder. "*Business Day*" means any day other than (i) a Saturday or Sunday and (ii) a day on which banks located in the city in which the office of the Bank at which drawings under this Letter of Credit are to be honored is located (initially, Boston, Massachusetts) are required or authorized to remain closed.

The Available Amount (as hereinafter defined) will be reduced automatically by the amount of any Drawing honored by us hereunder; *provided, however*, that the amount of any Interest Drawing hereunder, less the amount of the reduction in the Available Amount attributable to interest as specified in a certificate in the form of Exhibit D or G (each a "*Reduction Certificate*") hereto, shall be automatically reinstated effective as of the opening of

business on the sixth (6th) day after the date of such Drawing unless you shall have received from us by telecopy or in writing on or before the close of business on the fifth (5th) day after the date of such drawing notice that the Bank has not been reimbursed in full for such Drawing and as a consequence thereof the Letter of Credit will not be so reinstated and we shall direct you to cause a mandatory tender of the Bonds. After payment by the Bank of a Liquidity Drawing, the obligation of the Bank to honor Drawings under this Letter of Credit will be automatically reduced by the amount of such Drawing. In addition, prior to the Conversion Date, in the event of the remarketing of the Bonds (or portions thereof) previously purchased with the proceeds of a Liquidity Drawing, the Bank's obligation to honor Drawings hereunder will be automatically reinstated concurrently with receipt by the Bank of a certificate in the form of Exhibit J (the "*Notice of Reinstatement*") hereto and an amount equal to the amount stated of such Exhibit J.

Upon receipt by the Bank of a certificate of the Trustee in the form of Exhibit D or G hereto, the amount available to be drawn hereunder will automatically and permanently reduce by the amount specified in such certificate.

The "*Available Amount*" shall mean the Original Stated Amount less (a) the amount of all prior permanent reductions pursuant to Drawings and less (b) the amount of any reduction thereof pursuant to a reduction certificate in the form of Exhibit D or G hereto to the extent such reduction is not already accounted for by a reduction in the Available Amount pursuant to clause (a) above; plus (c) the amount of all reinstatements as above provided.

Prior to the Stated Expiration Date, we may extend the Stated Expiration Date from time to time at the request of the County by delivering to you an amendment to this Letter of Credit in the form of Exhibit I (the "*Notice of Extension*") hereto designating the date to which the Stated Expiration Date is being extended. All references in this Letter of Credit to the Stated Expiration Date shall be deemed to be references to the date designated as such in such notice. Any date to which the Stated Expiration Date has been extended as herein provided may be extended in a like manner.

This Letter of Credit is transferable in whole only to your successor as Trustee. Any such transfer (including any successive transfer) shall be subject to the Bank's receipt of a signed transfer request signed by the transferor and by the transferee in the form of Exhibit H (the "*Transfer Certificate*") hereto together with this original Letter of Credit along with any amendments thereto. Transfers to designated foreign nationals and/or specifically designated nationals are not permitted as being contrary to the U.S. Treasury Department or Foreign Assets Control Regulations. Upon our endorsements of such transfer, the transferee instead of the transferor shall be entitled to all the benefits of and rights under this Letter of Credit in the transferor's place; *provided* that, in such case, any certificates of the Trustee to be provided hereunder shall be signed by one who states therein that he is a duly authorized officer of the transferee.

Communications with respect to this Letter of Credit shall be addressed to the Bank at State Street Bank and Trust Company, Loan Operations Department, Attention: Standby Letter of Credit Unit, Mailstop: CPH 0453, 100 Huntington Ave., Tower 1, 4th Floor, Boston,

Massachusetts 02116 (or such other address(es) as we may specify in writing), specifically referring to the number of this Letter of Credit.

To the extent not inconsistent with the express terms hereof, this Letter of Credit is subject to the terms of the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 (“ISP98”). As to matters not governed by the ISP98, this Letter of Credit shall be governed by and construed in accordance with the law of the State of New York, including, without limitation, Article 5 of the Uniform Commercial Code.

All payments made by us hereunder shall be made from our own funds and not with the funds of any other person.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified or amended by reference to any other document whatsoever.

STATE STREET BANK AND TRUST COMPANY

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

EXHIBIT A
TO
LETTER OF CREDIT NO. _____

NOTICE OF CONVERSION DATE

[Date]

State Street Bank and Trust Company (the “*Bank*”)
Loan Operations Department
Standby Letter of Credit Unit
Mailstop: CPH 0453
100 Huntington Avenue, Tower 1, 4th Floor
Boston, Massachusetts 02116

Ladies and Gentlemen:

Reference is hereby made to the Irrevocable Transferable Direct-Pay Letter of Credit No. _____ dated October 8, 2014 (the “*Letter of Credit*”), which has been established by the Bank for the account of the City and County of San Francisco, in favor of [_____], as Trustee.

The undersigned hereby certifies and confirms that the Conversion Date of all of the Bonds to an interest rate other than the Daily Rate or Weekly Rate (each as defined in the Indenture) has occurred on **[insert date]**, and, accordingly, said Letter of Credit shall terminate in accordance with its terms on [_____], which is one (1) Business Day after such Conversion Date.

The original of such Letter of Credit and any amendments thereto are herewith returned for cancellation.

All defined terms used herein which are not otherwise defined herein shall have the same meaning as in the Letter of Credit.

[TRUSTEE]

By _____
Name: _____
Title: _____

EXHIBIT B
TO
LETTER OF CREDIT NO. _____

NOTICE OF TERMINATION

[Date]

State Street Bank and Trust Company (the “*Bank*”)
Loan Operations Department
Standby Letter of Credit Unit
Mailstop: CPH 0453
100 Huntington Avenue, Tower 1, 4th Floor
Boston, Massachusetts 02116

Ladies and Gentlemen:

Reference is hereby made to the Irrevocable Transferable Direct-Pay Letter of Credit No. _____ dated October 8, 2014 (the “*Letter of Credit*”; terms defined therein and not otherwise defined herein shall have the meaning set forth in the Letter of Credit), which has been established by the Bank for the account of the City and County of San Francisco, (the “*City*”) in favor of [_____], as Trustee.

The undersigned hereby certifies and confirms that **[no Bonds remain Outstanding within the meaning of the Indenture OR all drawings required to be made under the Indenture and available under the Letter of Credit have been made and honored OR a substitute letter of credit has been issued to replace the Letter of Credit pursuant to the Indenture and the Reimbursement Agreement dated as of October 1, 2014, between the City and the Bank]**, and, accordingly, the Letter of Credit shall be terminated immediately.

The original of such Letter of Credit and any amendments thereto are herewith returned for cancellation.

All defined terms used herein which are not otherwise defined shall have the same meaning as in the Letter of Credit.

[TRUSTEE]

By _____
Name: _____
Title: _____

EXHIBIT C
TO
LETTER OF CREDIT No. _____

INTEREST DRAWING CERTIFICATE

State Street Bank and Trust Company (the "*Bank*")
Loan Operations Department
Standby Letter of Credit Unit
Mailstop: CPH 0453
100 Huntington Avenue, Tower 1, 4th Floor
Boston, Massachusetts 02116

The undersigned individual, a duly authorized officer of _____ (the "*Trustee*"), hereby CERTIFIES on behalf of the Trustee as follows with respect to (a) the Irrevocable Transferable Direct-Pay Letter of Credit No. _____ dated October 8, 2014 (the "*Letter of Credit*"; terms defined therein and not otherwise defined herein shall have the meanings set forth in the Letter of Credit), issued by the Bank in favor of the Trustee; (b) the Bonds; and (c) the Indenture:

1. The Trustee is the Trustee under the Indenture.
2. The Trustee is entitled to make this Drawing in the amount of U.S. \$_____ under the Letter of Credit pursuant to the Indenture with respect to the payment of interest due on all Bonds outstanding on the Interest Payment Date (as defined in the Indenture) occurring on [insert applicable date], other than Ineligible Bonds (as defined in the Reimbursement Agreement).
3. The amount of this Drawing is equal to the amount required to be drawn by the Trustee pursuant to Section _____ of the Indenture.
4. The amount of this Drawing was computed in compliance with the terms of the Indenture and, when added to the amount of any other Drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount (as defined in the Letter of Credit).
5. Payment by the Bank pursuant to this Drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

IN WITNESS WHEREOF, this Certificate has been executed this ____ day of _____,
20__.

[TRUSTEE]

By _____

Name: _____

Title: _____

EXHIBIT D
TO
LETTER OF CREDIT NO. _____

REDEMPTION DRAWING AND REDUCTION CERTIFICATE

State Street Bank and Trust Company (the "*Bank*")
Loan Operations Department
Standby Letter of Credit Unit
Mailstop: CPH 0453
100 Huntington Avenue, Tower 1, 4th Floor
Boston, Massachusetts 02116

The undersigned individual, a duly authorized officer of _____ (the "*Trustee*"), hereby CERTIFIES on behalf of the Trustee as follows with respect to (a) the Irrevocable Transferable Direct-Pay Letter of Credit No. _____ dated October 8, 2014 (the "*Letter of Credit*"; terms defined therein and not otherwise defined herein shall have the meanings set forth in the Letter of Credit), issued by the Bank in favor of the Trustee; (b) the Bonds; and (c) the Indenture:

1. The Trustee is the Trustee under the Indenture.
2. The Trustee is entitled to make this Drawing in the amount of U.S. \$_____ under the Letter of Credit pursuant to Section ____ of the Indenture.

3. (a) The amount of this Drawing is equal to (i) the principal amount of Bonds to be redeemed by the County, pursuant to Section [____] [____]* of the Indenture on [insert applicable date] (the "*Redemption Date*") other than Ineligible Bonds (as defined in the Reimbursement Agreement), plus (ii) interest on such Bonds accrued from the immediately preceding Interest Payment Date (as defined in the Indenture) to the Redemption Date; *provided* that in the event the Redemption Date coincides with an Interest Payment Date this Drawing does not include any accrued interest on such Bonds.

(b) Of the amount stated in paragraph 2 above:

(i) U.S. \$_____ is demanded in respect of the principal amount of the Bonds referred to in paragraph (a) above; and

(ii) U.S. \$_____ is demanded in respect of accrued interest on such Bonds.

* Insert appropriate subsection.

4. Payment by the Bank pursuant to this Drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

5. The amount of this Drawing was computed in compliance with the terms and conditions of the Indenture and, when added to the amount of any other Drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount.

6. Upon payment of the amount drawn hereunder, the Bank is hereby directed to permanently reduce the Available Amount by U.S. \$[insert amount of reduction] and the Available Amount shall thereupon equal U.S. \$[insert new Available Amount]. The Available Amount has been reduced by an amount equal to the principal of Bonds paid with this Drawing and an amount equal to ____ days' interest thereon at the Cap Interest Rate.

7. Of the amount of the reduction stated in paragraph 6 above:

(a) U.S. \$_____ is attributable to the principal amount of Bonds redeemed; and

(b) U.S. \$_____ is attributable to interest on such Bonds (*i.e.*, ____ days' interest thereon at the Cap Interest Rate).

8. The amount of the reduction in the Available Amount has been computed in accordance with the provisions of the Letter of Credit.

9. Following the reduction, the Available Amount shall be at least equal to the aggregate principal amount of the Bonds outstanding (to the extent such Bonds are not Ineligible Bonds (as defined in the Reimbursement Agreement)), plus ____ days' interest thereon at the Cap Interest Rate.

*☐ 10. In the case of a redemption pursuant to Section ____ of the Indenture, the Trustee, prior to giving notice of redemption to the owners of the Bonds, received written evidence from the Bank that the Bank has consented to such redemption.

[Signature page follows]

*☐ To be included in certificate only if Section 401A(1) is referenced in paragraph 3 above.

IN WITNESS WHEREOF, this Certificate has been executed this ____ day of _____,
_____.

[TRUSTEE]

By _____
Name: _____
Title: _____

EXHIBIT E
TO
LETTER OF CREDIT NO. _____

LIQUIDITY DRAWING CERTIFICATE

State Street Bank and Trust Company (the “Bank”)
Loan Operations Department
Standby Letter of Credit Unit
Mailstop: CPH 0453
100 Huntington Avenue, Tower 1, 4th Floor
Boston, Massachusetts 02116

The undersigned individual, a duly authorized officer of _____ (the “Trustee”), hereby CERTIFIES as follows with respect to (a) the Irrevocable Transferable Direct-Pay Letter of Credit No. _____ dated October 8, 2014 (the “*Letter of Credit*”; terms defined therein and not otherwise defined herein shall have the meaning set forth in the Letter of Credit), issued by the Bank in favor of the Trustee; (b) the Bonds; and (c) the Indenture:

1. The Trustee is the Trustee under the Indenture.

2. The Trustee is entitled to make this Drawing under the Letter of Credit in the amount of U.S. \$_____ with respect to the payment of the purchase price of Bonds tendered for purchase in accordance with Section [_____] * of the Indenture and to be purchased on [insert applicable date] (the “*Purchase Date*”), which Bonds have not been remarketed as provided in the Indenture or the purchase price of which has not been received by the Trustee by [12:00 noon], New York time, on said Purchase Date.

3. (a) The amount of this Drawing is equal to (i) the principal amount of Bonds to be purchased pursuant to the Indenture on the Purchase Date other than Ineligible Bonds (as defined in the Reimbursement Agreement), plus (ii) interest on such Bonds accrued from the immediately preceding Interest Payment Date (as defined in the Indenture) or, if none, the date of issuance of the Bonds to the Purchase Date; *provided* that in the event the Purchase Date coincides with an Interest Payment Date this Drawing does not include any accrued interest on such Bonds.

(b) Of the amount stated in paragraph 2 above:

(i) U.S. \$_____ is demanded in respect of the principal portion of the purchase price of the Bonds referred to in paragraph 2 above; and

* Insert appropriate subsection

(ii) U.S. \$_____ is demanded in respect of payment of the interest portion of the purchase price of such Bonds.

4. The amount of this Drawing was computed in compliance with the terms and conditions of the Indenture and, when added to the amount of any other Drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount.

5. The Trustee will register or cause to be registered in the name of the Bank, upon payment of the amount drawn hereunder, Bonds in the principal amount of the Bonds being purchased with the amounts drawn hereunder and will deliver such Bonds to the Trustee in accordance with the Indenture.

6. Payment by the Bank pursuant to this Drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

IN WITNESS WHEREOF, this Certificate has been executed this _____ day of _____, _____.

[TRUSTEE]

By _____
Name: _____
Title: _____

EXHIBIT F
TO
LETTER OF CREDIT NO. _____

STATED MATURITY DRAWING CERTIFICATE

State Street Bank and Trust Company (the "*Bank*")
Loan Operations Department
Standby Letter of Credit Unit
Mailstop: CPH 0453
100 Huntington Avenue, Tower 1, 4th Floor
Boston, Massachusetts 02116

The undersigned individual, a duly authorized officer of _____ (the "*Trustee*"), hereby CERTIFIES on behalf of the Trustee as follows with respect to (a) the Irrevocable Transferable Direct-Pay Letter of Credit No. _____ dated October 8, 2014 (the "*Letter of Credit*"; terms defined therein and not otherwise defined herein shall have the meanings set forth in the Letter of Credit), issued by the Bank in favor of the Trustee; (b) the Bonds; and (c) the Indenture:

1. The Trustee is the Trustee under the Indenture.
2. The Trustee is entitled to make this Drawing in the amount of U.S. \$_____ under the Letter of Credit pursuant to the Indenture.
3. The amount of this Drawing is equal to the principal amount of Bonds outstanding on _____, the maturity date thereof as specified in the Indenture, other than Ineligible Bonds (as defined in the Reimbursement Agreement).
4. The amount of this Drawing was computed in compliance with the terms and conditions of the Indenture and, when added to the amount of any other Drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount.
5. Payment by the Bank pursuant to this Drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____

[Signature page follows]

IN WITNESS WHEREOF, this Certificate has been executed this ____ day of _____,
_____.

[TRUSTEE]

By _____
Name: _____
Title: _____

EXHIBIT G
TO
LETTER OF CREDIT NO. _____

REDUCTION CERTIFICATE

State Street Bank and Trust Company (the "*Bank*")
Loan Operations Department
Standby Letter of Credit Unit
Mailstop: CPH 0453
100 Huntington Avenue, Tower 1, 4th Floor
Boston, Massachusetts 02116

The undersigned individual, a duly authorized officer of _____ (the "*Trustee*"), hereby CERTIFIES with respect to (a) the Irrevocable Transferable Direct-Pay Letter of Credit No. _____ dated October 8, 2014 (the "*Letter of Credit*"; terms defined therein and not otherwise defined herein shall have the meanings set forth in the Letter of Credit), issued by the Bank in favor of the Trustee; (b) the Bonds; and (c) the Indenture:

1. The Trustee is the Trustee under the Indenture.
2. Upon receipt by the Bank of this Certificate, the Available Amount shall be reduced by U.S. \$_____ and the new Available Amount shall thereupon equal U.S. \$_____. U.S. \$_____ of the new Available Amount is attributable to principal and U.S. \$_____ to interest.
3. The amount of the reduction in the Available Amount has been computed in accordance with the provisions of the Letter of Credit.
4. Following the reduction, the Available Amount shall be at least equal to the aggregate principal amount of the Bonds outstanding (other than Ineligible Bonds (as defined in the Reimbursement Agreement)), plus ____ days' interest thereon at the Cap Interest Rate.

IN WITNESS WHEREOF, this Certificate has been executed this ____ day of _____,
_____.

[TRUSTEE]

By _____
Name: _____
Title: _____

EXHIBIT H
TO
LETTER OF CREDIT NO. _____

TRANSFER CERTIFICATE

[Date]

State Street Bank and Trust Company (the "*Bank*")
Loan Operations Department
Standby Letter of Credit Unit
Mailstop: CPH 0453
100 Huntington Avenue, Tower 1, 4th Floor
Boston, Massachusetts 02116

Ladies and Gentlemen:

Re: Irrevocable Transferable Direct-Pay Letter of Credit No. _____

We, the undersigned "Transferor", hereby irrevocably transfer all of our rights to draw under the above referenced Letter of Credit ("*Letter of Credit*") in its entirety to:

NAME OF TRANSFEREE _____
(Print Name and complete address of the
Transferee) "Transferee"

ADDRESS OF TRANSFEREE _____

CITY, STATE/COUNTRY, ZIP _____

In accordance with ISP 98 (as defined in the Letter of Credit), Rule 6, regarding transfer of drawing rights, all rights of the undersigned Transferor in such Letter of Credit are transferred to the Transferee, which shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments, whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the Transferee without necessity of any consent of or notice to the undersigned Transferor.

The original Letter of Credit, including amendments to this date, is attached, and the undersigned Transferor requests that you endorse an acknowledgment of this transfer on the reverse hereof. The undersigned Transferor requests that you notify the Transferee of the Letter of Credit in such form and manner as you deem appropriate and of the terms and conditions of the Letter of Credit as transferred. The undersigned Transferor acknowledges that you incur no obligation hereunder and that the transfer shall not be effective until you have expressly consented to effect the transfer by notice to the Transferee and the transfer fee has been paid to you.

If you agree to these instructions, please advise the Transferee of the terms and conditions of the transferred Letter of Credit and these instructions.

Payment of a transfer fee of U.S. \$5,000 is for the account of the County, which shall also pay you on demand any out-of-pocket expense or cost you may incur in connection with the transfer. Receipt of such fee shall not constitute consent by you to effect the transfer.

Transferor represents and warrants that (i) our execution, delivery, and performance of this Transfer Certificate (a) are within our powers, (b) have been duly authorized, (c) constitute our legal, valid, binding and enforceable obligation, (d) do not contravene any charter provision, by-law, resolution, contract, or other undertaking binding on or affecting us or any of our properties, (e) do not require any notice, filing or other action to, with, or by any governmental authority, (f) the enclosed Letter of Credit is original and complete, (g) there is no outstanding demand or request for payment or transfer under the Letter of Credit affecting the rights to be transferred, (h) the Transferee's name and address are correct and complete and the Transferee's use of the Letter of Credit as transferred and the transactions underlying the Letter of Credit and the requested transfer do not violate any applicable United States or other law, rule or regulation.

The Effective Date shall be the date hereafter on which you effect the requested transfer by acknowledging this request and giving notice thereof to Transferee.

WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.

[Signature pages follow]

This transfer is made subject to ISP98 and is subject to and shall be governed by the law of the State of New York.

Sincerely yours,

(Print Name of Transferor)

(Transferor's Authorized Signature)

(Print Authorized Signers Name and Title)

(Telephone Number/Fax Number)

(Print Name of Transferee)

(Transferee's Authorized Signature)

SIGNATURE GUARANTEED

Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement. We attest that the individual, company or entity has been identified by us in compliance with USA PATRIOT Act procedures of our bank.

(Print Name of Bank)

(Address of Bank)

(City, State, Zip Code)

(Print Name and Title of Authorized Signer)

(Authorized Signature)

(Telephone Number)

(Date)

SIGNATURE GUARANTEED

Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement. We attest that the individual, company or entity has been identified by us in compliance with USA PATRIOT Act

procedures of our bank.

(Print Authorized Signers Name and Title)

(Print Name of Bank)

(Telephone Number/Fax Number)

(Address of Bank)

(City, State, Zip Code)

(Print Name and Title of Authorized Signer)

(Authorized Signature)

(Telephone Number)

(Date)

Acknowledged as of _____, 20__

STATE STREET BANK AND TRUST COMPANY

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

EXHIBIT I
TO
LETTER OF CREDIT No. _____

NOTICE OF EXTENSION

Wells Fargo Bank, National Association, as trustee (the "*Trustee*")
333 Market Street, 18th Floor
San Francisco, California 94105
Attention: Corporate Trust Department

Ladies and Gentlemen:

Reference is hereby made to the Irrevocable Transferable Direct-Pay Letter of Credit No. _____ dated October 8, 2014 (the "*Letter of Credit*"), established by us in your favor as Trustee. We hereby notify you that, in accordance with the terms of the Letter of Credit, the Stated Expiration Date (as defined in the Letter of Credit), has been extended to _____. All other terms and conditions of the Letter of Credit remain unchanged.

This Notice of Extension should be attached to the Letter of Credit and made a part thereof.

STATE STREET BANK AND TRUST COMPANY

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

EXHIBIT J
TO
LETTER OF CREDIT NO. _____

NOTICE OF REINSTATEMENT

State Street Bank and Trust Company (the “*Bank*”)
Loan Operations Department
Standby Letter of Credit Unit
Mailstop: CPH 0453
100 Huntington Avenue, Tower 1, 4th Floor
Boston, Massachusetts 02116

The undersigned hereby certifies to State Street Bank and Trust Company (the “*Bank*”), with reference to Irrevocable Transferable Direct-Pay Letter of Credit No. _____ (the “*Letter of Credit*”; terms defined therein and not otherwise defined herein shall have the meanings set forth in the Letter of Credit) issued by the Bank in favor of the Trustee, that:

The undersigned is the Trustee under the Indenture.

The Trustee has previously made a Liquidity Drawing under the Letter of Credit on _____ in the amount of U.S.\$_____ (representing U.S.\$_____ of principal and U.S.\$_____ of interest) with respect to the purchase price of Bonds which are now held in the name of or for the benefit or account of the Bank (the “*Ineligible Bonds*”).

The Trustee has received proceeds from the sale of remarketed Ineligible Bonds originally purchased with the proceeds of the above described Liquidity Drawing and as of the date hereof holds in the Remarketing Account (as defined in the Indenture) the amount of U.S.\$_____ (representing U.S.\$_____ of principal and U.S.\$_____ of interest) with respect to the sale of such Ineligible Bonds.

In accordance with the terms of the Letter of Credit, the Trustee deems that the amount available under the Letter of Credit has been automatically reinstated to the extent of the lesser of (i) the proceeds of remarketed Ineligible Bonds held in the Remarketing Account as set forth above and (ii) the amount of the Liquidity Drawing described above, all in accordance with the terms of the Letter of Credit and this Notice of Reinstatement.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Notice of Reinstatement this _____ day of _____, _____.

[TRUSTEE]

By _____
Name: _____
Title: _____

EXHIBIT K
TO
LETTER OF CREDIT NO. _____

ACCELERATION DRAWING CERTIFICATE

State Street Bank and Trust Company (the “*Bank*”)
Loan Operations Department
Standby Letter of Credit Unit
Mailstop: CPH 0453
100 Huntington Avenue, Tower 1, 4th Floor
Boston, Massachusetts 02116

The undersigned individual, a duly authorized officer of _____ (the “*Trustee*”), hereby CERTIFIES as follows with respect to (a) the Irrevocable Transferable Direct-Pay Letter of Credit No. _____ dated October 8, 2014 (the “*Letter of Credit*”; terms defined therein and not otherwise defined herein shall have the meaning set forth in the Letter of Credit), issued by the Bank in favor of the Trustee; (b) the Bonds; and (c) the Indenture:

1. The Beneficiary is the Trustee under the Indenture.
2. An Event of Default has occurred under subsection **[insert subsection]** of Section ____ of the Indenture and the Trustee has declared the principal of and accrued interest on all Bonds then outstanding immediately due and payable. The Beneficiary is entitled to make this drawing in the amount of \$_____ under the Letter of Credit pursuant to Section ____ of the Indenture in order to pay the principal of and interest accrued on the Bonds due to an acceleration thereof in accordance with Section ____ of the Indenture.
3. (a) The amount of this drawing is equal to (i) the principal amount of Bonds outstanding on **[insert date of acceleration]** (the “*Acceleration Date*”) other than Ineligible Bonds (as defined in the Reimbursement Agreement), plus (ii) interest on such Bonds accrued from the immediately preceding Interest Payment Date (as defined in the Indenture) to the Acceleration Date.
 - (b) Of the amount stated in paragraph 2 above:
 - (i) \$_____ is demanded in respect of the principal portion of the Bonds referred to in subparagraph (a) above; and
 - (ii) \$_____ is demanded in respect of accrued interest on such Bonds.
4. The amount of this drawing made by this Certificate was computed in compliance with the terms and conditions of the Indenture and, when added to the amount of any drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount (as defined in the Letter of Credit).

5. Payment by the Bank pursuant to this drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

IN WITNESS WHEREOF, this Certificate has been executed this ____ day of _____, 20____.

_____, as Trustee

By _____
[Title of Authorized Representative]

EXHIBIT B

[FORM OF REQUEST FOR EXTENSION OF STATED EXPIRATION DATE]

REQUEST FOR EXTENSION OF STATED EXPIRATION DATE

The undersigned, duly authorized signatories of the undersigned City and County of San Francisco (the “*City*”), hereby certify to [_____] (the “*Bank*”), with reference to Irrevocable Direct-Pay Letter of Credit No. [_____] (the “*Letter of Credit*,” the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Trustee, as follows:

Pursuant to Section 2.10 of the Letter of Credit and Reimbursement Agreement dated as of October 1, 2014 (the “*Reimbursement Agreement*”, to which reference is made for the definition of capitalized terms not otherwise defined herein), among the City, the City and County of San Francisco Finance Corporation and the Bank, the City hereby requests an extension of the Stated Expiration Date to _____.

All representations and warranties contained in Article IV of the Reimbursement Agreement are true and correct and will be true and correct as of the date of this Certificate as if made on and as of the date hereof and no Event of Default has occurred and is continuing and no event has occurred and is continuing which is or with the passage of time or giving of notice or both would be an Event of Default on and as of the date hereof or will occur as a result of the extension of the Stated Expiration Date of the Letter of Credit.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Certificate as of the _____ day of _____, _____.

CITY AND COUNTY OF SAN FRANCISCO

By _____

Name: _____

Title: _____

EXHIBIT C
CITY REQUIREMENTS

1. Nondiscrimination; Penalties.

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

(b) *Subcontracts.* The Bank shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from the City) and shall require all subcontractors to comply with such provisions. The Bank's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

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

(d) *Condition to Contract.* As a condition to this Agreement, the Bank shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

(e) *Incorporation of Administrative Code Provisions by Reference.* The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. The Bank shall comply fully with and be bound by all of the

provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, the Bank understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against the Bank and/or deducted from any payments due the Bank.

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

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

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

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

6. *Limitations on Contributions.* Through execution of this Agreement, the Bank acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The Bank acknowledges that the foregoing restriction

applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. The Bank further acknowledges that 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 20 percent in the Bank; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by the Bank. Additionally, the Bank acknowledges that the Bank must inform each of the persons described in the preceding sentence of the prohibitions contained in said Section 1.126.

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

(a) The MCO requires the Bank to pay the Bank's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and the Bank is obligated to keep informed of the then-current requirements. Any subcontract entered into by the Bank shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is the Bank's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, the City may pursue any of the remedies set forth in this Section against the Bank. Nothing in this Section shall be deemed to grant the Bank the right to subcontract.

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

(c) The Bank shall maintain employee and payroll records as required by the MCO. If the Bank fail to do so, it shall be presumed that the Bank paid no more than the minimum wage required under State law.

(d) The City, upon reasonable notice to the Bank, is authorized to inspect the Bank's job sites during normal business hours.

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

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

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

(h) If the Bank is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with the City for the fiscal year is less than \$25,000, but the Bank later enters into an agreement or agreements that cause the Bank to exceed that amount in a fiscal year, the Bank shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Bank and the City to exceed \$25,000 in the fiscal year.

8. *Requiring Health Benefits for Covered Employees.* The Bank agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

(a) 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.

(b) Notwithstanding the above, if the Bank is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

(c) The Bank's failure to comply with the HCAO shall constitute a material breach of this Agreement. The City shall notify the Bank if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, the Bank fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, the Bank fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

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

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

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

(g) The Bank shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

(h) The Bank shall keep itself informed of the current requirements of the HCAO.

(i) The Bank shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

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

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

(l) The City may conduct random audits of the Bank to ascertain its compliance with HCAO. The Bank agrees to cooperate with the City when it conducts such audits.

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

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

10. *Protection of Private Information.* The Bank has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. The Bank agrees that any failure of the Bank to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, bring a false claim action against the Bank pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Bank.

11. *Graffiti Removal.* Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight;

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

The Bank shall remove all graffiti from any real property owned or leased by the Bank in the City and County of San Francisco within forty eight (48) hours of the earlier of the Bank's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require the Bank to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the (Red wine to first to find!) Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.). Any failure of the Bank to comply with this section of this Agreement shall constitute a breach of this Agreement.

12. *Airport Intellectual Property.* Pursuant to Resolution No. 01-0118, adopted by the City on April 18, 2001, the City affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.

13. *Submitting False Claims; Monetary Penalties.* Pursuant to San Francisco Administrative Code §21.35, any Bank, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. An underwriter, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. An underwriter, subcontractor or consultant will be deemed to have submitted a false claim to the City if the underwriter, 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.

14. *Conflict of Interest.* Through its execution of this Agreement, the Bank acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

15. *Assignment.* The Bank is prohibited from assigning, delegating or transferring this Agreement or any part of it unless such assignment, delegation or transfer is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any contract made in violation of this provision shall confer no rights on any party and shall be null and void.

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