

File No. 160427

Committee Item No. 4

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee

Date May 11, 2016

Board of Supervisors Meeting

Date _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER

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[illegible]

Completed by: Linda Wong

Date May 6, 2016

Completed by: Linda Wong

Date _____

1 [Replacement Credit Facilities - Tax Exempt and Taxable Lease Revenue Commercial Paper
2 Certificates of Participation - To Fund Board-Approved Capital Projects - Not to Exceed
3 \$250,000,000]

4 **Resolution re-authorizing the issuance of Tax-Exempt (Series 1 and Series 2) and**
5 **Taxable Lease Revenue Commercial Paper Certificates of Participation (Series 1-T and**
6 **Series 2-T), in an aggregate principal amount not to exceed \$250,000,000 to finance the**
7 **acquisition, construction, and rehabilitation of capital improvements and capital**
8 **equipment approved by the Board of Supervisors and the Mayor; authorizing the**
9 **replacement of the existing credit facilities in the amount of \$150,000,000; and**
10 **approving and authorizing execution of a first supplement to trust agreement, a first**
11 **amendment to site lease, a first amendment to sublease, revolving credit agreements,**
12 **fee agreements, dealer agreements, and certain other related financing documents, and**
13 **authorizing other related actions.**

14
15 WHEREAS, Pursuant to Section 9.113(e) of the Charter the Board of Supervisors has
16 the power to borrow money through the issuance of commercial paper; and

17 WHEREAS, On March 17, 2009, and April 6, 2010, the Board of Supervisors adopted
18 Resolution No. 85-09, Resolution No. 136-10 and Resolution No. 247-13, respectively
19 (collectively, the "Program Resolutions"), to establish a general fund backed commercial
20 paper program with an authorization of not to exceed \$250,000,000 (the "Program") in
21 aggregate principal amount of tax-exempt or taxable Commercial Paper Certificates to provide
22 financing for certain public capital improvements (herein the "Capital Projects"); and

23 WHEREAS, For the purposes of re-authorizing the Program in the maximum amount of
24 \$250,000,000, the City has determined to cause to be executed and delivered, under and
25 pursuant to the provisions of the Trust Agreement, dated as of June 1, 2010, between the City

1 and U.S. Bank National Association, as trustee (the "Trustee") (as amended, supplemented or
2 modified from time to time, the "Trust Agreement"), its Tax-Exempt Lease Revenue
3 Commercial Paper Certificates of Participation, Series 1 and Series 2, and its Taxable Lease
4 Revenue Commercial Paper Certificates of Participation, Series 1-T and 2-T (collectively, the
5 "Commercial Paper Certificates") in the aggregate principal amount not to exceed
6 \$250,000,000, which will be sufficient to, among other things (i) pay costs of the Capital
7 Projects; (ii) fund capitalized interest with respect to the Commercial Paper Certificates; (iii)
8 fund Capitalized Fees and Expenses (as defined in the Trust Agreement); and (iv) pay costs
9 incurred in connection with the sale and delivery of the Commercial Paper Certificates; and

10 WHEREAS, Pursuant to a Site Lease (the "Site Lease"), the City, as lessor, leases the
11 property described therein, including the improvements located thereon (collectively, the
12 "Property") to the Trustee, as lessee, and, in return therefor, the Trustee causes to be applied
13 a portion of the proceeds of the Commercial Paper Certificates to the acquisition, construction
14 and rehabilitation of the Capital Projects; and

15 WHEREAS, Pursuant to a Sublease (the "Sublease"), the Trustee leases back the
16 Property to the City, and the City, pursuant to the Sublease, pays to the Trustee base rental
17 lease payments (the "Base Rental Payments") for the use and occupancy of the Property,
18 which Base Rental Payments will be used to (i) reimburse the credit or liquidity providers for
19 payments made by the credit or liquidity providers with respect to the Commercial Paper
20 Certificates or (ii) if necessary, make payments on the Commercial Paper Certificates; and

21 WHEREAS, Pursuant to an amendment to the Site Lease (the "First Amendment to
22 Site Lease") and an amendment to the Sublease (the "First Amendment to Sublease"), certain
23 additional property will be leased by and subleased to the City; and

24 WHEREAS, The payment of principal of and interest with respect to the Commercial
25 Paper Certificates is currently supported by separate irrevocable direct-pay letters of credit

1 (each, a "Letter of Credit") issued by JPMorgan Chase Bank, National Association
2 ("JPMorgan") and U.S. Bank, National Association ("U.S. Bank") pursuant to the terms of
3 separate Letter of Credit and Reimbursement Agreements; and

4 WHEREAS, JPMorgan has notified the City that it does not intend to provide a Letter of
5 Credit with respect to the Commercial Paper Certificates after June 10, 2016, and the City is
6 required, under the Trust Agreement, to replace JPMorgan as a credit provider with respect to
7 the Commercial Paper Certificates; and

8 WHEREAS, The Commercial Paper Certificates will be placed initially by one or more
9 banks (each, a "Dealer") to be selected pursuant to the terms of a request for qualifications
10 issued by the Controller (the "Controller"); and

11 WHEREAS, U.S. Bank and State Street Bank and Trust Company ("State Street" and,
12 together with U.S. Bank, the "Banks"), or another financial institution or institutions selected by
13 the Controller, propose to provide liquidity support to the Commercial Paper Certificates
14 through lines of credit (each, a "Line of Credit") provided pursuant to separate Revolving
15 Credit Agreements, each to be entered into between each Bank and the City (the "Liquidity
16 Agreements"); and

17 WHEREAS, Each Line of Credit constitutes an Alternate Credit Facility under the Trust
18 Agreement; and

19 WHEREAS, This Board has duly considered such transactions and wishes at this time
20 to approve said transactions in the public interests of the City; now, therefore, be it

21 RESOLVED, By the Board of Supervisors of the City and County of San Francisco as
22 follows:

23 Section 1. Delivery of Certificates: Approval of First Supplement to Trust Agreement
24 and Related Documents. The Board hereby re-authorizes the Program in the maximum
25 amount of \$250,000,000 in aggregate principal amount of Commercial Paper Certificates to

1 be outstanding from time to time; provided, however, that the interest rate on any Commercial
2 Paper Certificate shall not exceed the maximum rate permitted by law, and the Commercial
3 Paper Certificates shall mature not later than 270 days from the date of issuance although
4 additional Commercial Paper Certificates may be marketed to repay maturing Commercial
5 Paper Certificates for periods also not to exceed 270 days. This Board hereby approves the
6 First Supplement to Trust Agreement in the form on file with the Clerk of the Board, together
7 with such additions thereto and changes therein as the Controller shall deem necessary,
8 desirable or appropriate upon consultation with the City Attorney, the execution of which by
9 the City shall be conclusive evidence of the approval of any such additions and changes. The
10 Controller and the Director of the Office of Public Finance (each, a "Designated Officer"), each
11 acting alone, are hereby authorized to execute and deliver the final form of the First
12 Supplement to Trust Agreement for and in the name and on behalf of the City. This Board
13 hereby authorizes the performance by the City of its obligations under the First Supplement to
14 Trust Agreement. This Board hereby approves any amendment to the existing Delivery and
15 Paying Agent Agreement as the Controller shall deem necessary, desirable or appropriate
16 upon consultation with the City Attorney, including an amended and restated Delivery and
17 Paying Agent Agreement, in order to conform the provisions of the Delivery and Paying Agent
18 Agreement to the Liquidity Agreements. The execution of any amendments to the Deliver and
19 Paying Agent Agreement shall be conclusive evidence of the approval of any such
20 amendments. This Board hereby authorizes the performance by the City of its obligations
21 under the Delivery and Paying Agent Agreement, as amended.

22 Section 2. Approval of Financing Documents. This Board hereby approves the form
23 of the First Amendment to Sublease and the form of the First Amendment to Site Lease, in
24 each case in the form on file with the Clerk of the Board, together with such additions thereto
25 and changes therein as the Controller shall deem necessary, desirable or appropriate upon

1 consultation with the City Attorney, the execution of which by the City shall be conclusive
2 evidence of the approval of any such additions and changes. The properties that may be
3 included in the Property under the Sublease and the Site Lease include, but are not limited to,
4 the properties of the City listed on the attached Exhibit A:. The Designated Officers, each
5 acting alone, are hereby authorized to execute and deliver the final form of the First
6 Amendment to Sublease and the final form of the First Amendment to Site Lease for and in
7 the name of and on behalf of the City. This Board hereby authorizes the performance by the
8 City of its obligations under the Sublease, as amended by the First Amendment to Sublease,
9 and the Site Lease, as amended by the First Amendment to Site Lease.

10 Section 3. Approval of Liquidity Agreements and Fee Agreements. This Board
11 hereby approves the form of each Liquidity Agreement and the form of each fee agreement
12 related thereto (each a "Fee Agreement"), in the forms on file with the Clerk of the Board,
13 together with such additions thereto and changes therein as the Controller shall deem
14 necessary, desirable or appropriate upon consultation with the City Attorney, the execution of
15 which by the City shall be conclusive evidence of the approval of any such additions and
16 changes. The Designated Officers, each acting alone, are hereby authorized to execute and
17 deliver the final form of each Liquidity Agreement and each Fee Agreement, with the Banks,
18 for and in the name of and on behalf of the City. This Board hereby authorizes the
19 performance by the City of its obligations under each Liquidity Agreement and each Fee
20 Agreement.

21 Section 4. Offering Memorandum. This Board hereby approves the form of the
22 Offering Memorandum to be used with respect to the sale from time to time of the Commercial
23 Paper Certificates, on file with the Clerk of the Board, together with such additions thereto and
24 changes therein as the Controller shall deem necessary, desirable or appropriate upon
25

1 consultation with the City Attorney, the execution of which by the City shall be conclusive
2 evidence of the approval of any such additions and changes to the Offering Memorandum.

3 Section 5. Dealer Agreements. This Board hereby approves the form of the Dealer
4 Agreement, on file with the Clerk of the Board, to be negotiated, executed and delivered with
5 one or more Dealers, as deemed appropriate by the Controller, on such terms as the
6 Controller shall deem necessary, desirable or appropriate upon consultation with the City
7 Attorney for the Commercial Paper Certificates and any similar commercial paper certificates
8 executed and delivered by the City.

9 Section 6. Extension of Lines of Credit and Liquidity Agreements. The Board hereby
10 delegates the authority to the Designated Officers, each acting alone, to execute and deliver
11 one or more extensions to the Lines of Credit or the commitment available under the Lines of
12 Credit and the Liquidity Agreements for any duration of time that they deem necessary,
13 advisable or prudent, provided that no such extension shall (i) increase the principal amount
14 of Commercial Paper Certificates authorized hereunder, or (ii) require an annual commitment
15 fee, based upon the highest lease obligation rating of the City at the time of execution of a
16 Liquidity Agreement, in excess of 1.25% per year of the commitment available under the
17 Liquidity Agreements without the approval of this Board. In connection with obtaining such
18 extension, the Designated Officers shall be authorized to execute such amendments or
19 modifications and such contracts, assignments, certificates, requisitions, agreements, notices,
20 consents, instruments of conveyance, warrants and other documents as are necessary or
21 advisable to obtain such extensions, provided that such amendments or modifications and
22 such contracts, assignments, certificates, requisitions, agreements, notices, consents,
23 instruments of conveyance, warrants and other documents reflect customary provisions, as
24 determined by the Designated Officers in credit or liquidity facilities being executed at the time
25 the extension is obtained. Alternatively, the Board hereby authorizes the execution and

1 delivery of letter of credit and reimbursement agreements for the purpose of obtaining letters
2 of credit to support the Commercial Paper Certificates, provided that (i) the fees charged for
3 any letters of credit, based upon the highest lease obligation rating of the City at the time of
4 execution of a letter of credit and reimbursement agreement, do not exceed 1.25% per year of
5 the face amount thereof and (ii) the terms and conditions of the letter of credit and
6 reimbursement agreements are substantially similar to the terms of the Liquidity Agreements.

7 Section 7. Source of Repayment. Notwithstanding anything herein to the contrary, if
8 the ultimate source of repayment of the Commercial Paper Certificates delivered for Capital
9 Projects are bonds, notes, other indebtedness or certificates of participations (the
10 "Indebtedness") that are payable from or secured by funds or monies other than the General
11 Fund of the City, then in such event, prior to drawing on the proceeds of Commercial Paper
12 Certificates to fund such Capital Project, all approvals required for the issuance of said
13 Indebtedness shall have been obtained, including any prior approval by this Board of
14 Supervisors. This paragraph shall not apply to drawings under the program for emergencies
15 declared by the Mayor under Section 3.100 (14) of the City Charter.

16 Section 8. General Authority. The Controller, the Director of the Office of Public
17 Finance, the Clerk of the Board and any and all other officers of the City are hereby
18 authorized, for and in the name of and on behalf of the City, to do any and all things and take
19 any and all actions, including execution and delivery of any and all contracts, assignments,
20 certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants,
21 amendments and other documents, which they, or any of them, may deem necessary or
22 advisable in order to consummate the lawful issuance and sale of the Commercial Paper
23 Certificates and the consummation of the transactions as described herein, including without
24 limitation, such contracts, assignments, certificates, agreements, notices, consents,
25 instruments of conveyance, warrants, amendments and other documents as may be required

1 by the First Supplement to Trust Agreement, the First Amendment to Sublease, the First
2 Amendment to Site Lease, the Liquidity Agreements, the Delivery and Paying Agent
3 Agreement, the Dealer Agreements or the Fee Agreements. Any authority delegated under
4 this resolution to a specified official may also be exercised by either the Controller or by the
5 specified official's authorized designee. Any such actions are solely intended to further the
6 purposes of this Resolution, and are subject in all respect to the terms of this Resolution. No
7 such actions shall materially increase the risk to the City or require the City to spend any
8 resources not otherwise granted herein. Final revisions of any such documents shall be
9 provided to the Clerk of the Board for inclusion in the official file within 30 days of execution
10 (or as soon thereafter as final documents are available) by all parties.

11 Section 9. Modifications, Changes, Additions. The Controller, the Director of the
12 Office of Public Finance, the Clerk of the Board and any and all other officers of the City are
13 hereby authorized to approve and make such modifications, changes or additions to the forms
14 of First Supplement to Trust Agreement, First Amendment to Site Lease, First Amendment to
15 Sublease, Liquidity Agreements, Delivery and Paying Agent Agreement, Dealer Agreements
16 or Fee Agreements, upon consultation with the City Attorney, as may be necessary or
17 desirable in the interests of the City, and which changes do not materially increase the
18 obligations of the City under the First Supplement to Trust Agreement, First Amendment to
19 Site Lease, First Amendment to Sublease, Liquidity Agreements, Delivery and Paying Agent
20 Agreement, Dealer Agreements or Fee Agreements. Approval of such modifications, changes
21 or additions shall be conclusively evidenced by the execution and delivery by the Controller,
22 the Director of the Office of Public Finance, or the Clerk of the Board, as the case may be, of
23 the First Supplement to Trust Agreement, First Amendment to Site Lease, First Amendment to
24 Sublease, Liquidity Agreements, Dealer Agreements, Delivery and Paying Agent Agreement
25 or Fee Agreements.

1 Section 10. Ratification. All actions authorized and directed by this Resolution,
2 consistent with any documents presented herein, and heretofore taken are hereby ratified,
3 approved and confirmed by this Board. The Board hereby re-affirms its approval of the
4 Commercial Paper Program, all as set forth in Program Resolutions, and the terms of the
5 Program Resolutions are incorporated therewith as if set forth in full herein; provided,
6 however, that the maximum amount of outstanding Series 1, Series 1-T, Series 2 and Series
7 2-T Lease Revenue Commercial Paper Certificates of Participation shall not exceed
8 \$150,000,000, and the maximum amount of outstanding Series 3, Series 3-T, Series 4 and
9 Series 4-T Lease Revenue Commercial Paper Certificates of Participation shall not exceed
10 \$100,000,000.

11 Section 11. File. All documents referenced herein as being on file with the Clerk of
12 the Board are located in File No. 160427, which is hereby declared to be a part of this
13 Resolution as if set forth fully herein.
14

15 APPROVED AS TO FORM:
16 DENNIS J. HERRERA, City Attorney

17
18
19 BY:

20 MARK D. BLAKE
21 Deputy City Attorney

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23
24
25

EXHIBIT A

Leased Property

Alemany Market (100 Alemany Boulevard, San Francisco, CA 94110)

San Francisco Fire Station No. 1 (935 Folsom Street, San Francisco, CA 94107)

Public Health Clinic at SFGH (2789 25th Street, San Francisco, CA 94110)

Human Services Agency of San Francisco (166-170 Otis Street, San Francisco, CA 94103)

Corporate Yard (2323 Cesar Chavez Street, San Francisco CA 94124)

San Francisco Police Academy (350 Amber Drive, San Francisco CA 94131)

San Francisco Fire Department Division of Training (2310 Folsom Street, San Francisco, CA 94110)

Item 4 File 16-0427	Department: Controller's Office of Public Finance
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution (1) re-authorizes the issuance by the City of both tax-exempt and taxable lease revenue commercial paper certificates of participation; (2) replaces \$100,000,000 in letters of credit currently held by J.P. Morgan Chase and U.S. Bank and expands the total letters of credit by \$50,000,000 to \$150,000,000; (3) authorizes financing documents, including the first supplement to the trust agreement, first amendment to the site lease, first amendment to the sublease, revolving credit agreements, fee agreement, dealer agreements, and other related financing documents; and (4) authorizes other related actions. 	
<p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> Commercial paper is short-term interim financing for capital projects that permits the City to pay capital project costs on an ongoing basis. The City's Commercial Paper Program allows the City to issue up to \$250,000,000 in commercial paper to provide short-term interim financing to General Fund and Port capital projects. The City currently has letters of credits from three banks – J.P. Morgan Chase, U.S. Bank, and State Street Bank – guaranteeing up to \$200,000,000 in commercial paper. Letters of credit of \$100,000,000 with J.P. Morgan Chase and U.S. Bank expire in June 2016. Under the proposed resolution, the expiring letters of credit would be increased to \$150,000,000 and would be provided by U.S. Bank and State Street Bank, selected through a competitive process, through March 2021. State Street Bank would continue to provide an existing letter of credit of \$100,000,000 through February 2019. 	
<p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> Under the City's Commercial Paper Program, the City leases City property to a third party trustee as security for the commercial paper, and leases back this City property from the third-party trustee. The City has committed properties as security for the commercial paper with a value of \$302,600,000. The City would incur one-time estimated General Fund costs of \$600,000 for the new letters of credit of \$150,000,000 provided by U.S. Bank and State Street Bank; and estimated ongoing General Fund costs of \$822,000 per year to pay fees for the new letters of credit of \$150,000,000 provided by U.S. Bank and State Street Bank. Commercial paper is paid back through the issuance of long term debt, such as certificates of participation. 	
<p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> Approve the proposed resolution. 	

MANDATE STATEMENT

According to City Charter Section 9.113 (e), the Board of Supervisors has the authority to borrow money by the issuance of tax anticipation notes, temporary notes, commercial paper, or other short-term debt instruments.

BACKGROUND**Commercial Paper**

Commercial paper is short-term interim financing for capital projects that permits the City to pay capital project costs on an ongoing basis. Commercial paper notes are issued and short-term debt is incurred only when needed to pay capital project costs as they are incurred, supported by a letter of credit used by a bank. Commercial paper has a fixed maturity date of up to 270 days (approximately nine months), compared with a fixed maturity date of 20 to 30 years for long-term debt, such as general obligation bonds. On the maturity date, commercial paper may be refinanced for additional periods of up to 270 days.

Commercial paper may be issued in anticipation of the issuance of previously authorized but not yet issued long-term debt. The use of commercial paper can reduce overall borrowing costs associated with the issuance of long-term debt because commercial paper interest rates are typically lower than long-term interest rates.

The City's Commercial Paper Program

The Board of Supervisors approved the creation of the City's Commercial Paper Program in 2009, which allowed the City to issue up to \$150,000,000 in commercial paper. The Board of Supervisors approved an increase of \$100,000,000 in the Commercial Paper Program in 2013, allowing the City to issue up to \$250,000,000 in commercial paper. The City's Commercial Paper Program generally applies to the City's General Fund departments, with the exception of the Port. The City's enterprise departments have separate commercial paper programs, including the Public Utilities Commission, Airport, and San Francisco Municipal Transportation Agency.

Three banks – J.P. Morgan Chase, U.S. Bank, and State Street Bank and Trust Company (State Street Bank) – provide letters of credit to the City's Commercial Paper Program¹. The letters of credit provided by J.P. Morgan Chase and U.S. Bank are scheduled to expire in June 2016. In order to replace and expand the letters of credit that are expiring, the Controller's Office of Public Finance has selected U.S. Bank and State Street Bank through a competitive process to provide two replacement letters of credit. A separate existing letter of credit provided by State Street Bank expires in 2019.

¹ Each of the banks provides a letter of credit that guarantees that the bank will repay the outstanding commercial paper in the event that the City is unable to make required payments to the commercial paper investors.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution (1) re-authorizes the issuance by the City of both tax-exempt and taxable lease revenue commercial paper certificates of participation²; (2) replaces \$100,000,000 in letters of credit currently held by J.P. Morgan Chase and U.S. Bank and expands the total letters of credit by \$50,000,000 to \$150,000,000; (3) authorizes financing documents, including the first supplement to the trust agreement, first amendment to the site lease, first amendment to the sublease, revolving credit agreements, fee agreement, dealer agreements, and other related financing documents; and (4) authorizes other related actions.

Letters of Credit

Although the City has the authority to issue up to \$250,000,000 in commercial paper, the existing letters of credit supporting the City's Commercial Paper Program, allow the City to issue up to \$200,000,000 in commercial paper, as follows:

- \$50,000,000 provided by J.P. Morgan Chase, which is scheduled to expire in June 2016;
- \$50,000,000 provided by U.S. Bank, which is scheduled to expire in June 2016; and
- \$100,000,000 provided by State Street Bank, which is scheduled to expire in February 2019.

J.P. Morgan Chase will no longer provide the letter of credit to the City's Commercial Paper Program after June 10, 2016. Under the proposed resolution, letters of credit, which support the City's Commercial Paper Program and allow the City to issue up to \$250,000,000 in commercial paper, would be provided as follows:

- \$75,000,000 in a new letter of credit provided by U.S. Bank from approximately May 2016 through March 2021 (a term of approximately four years and 11 months);
- \$75,000,000 in a new letter of credit provided by State Street Bank from approximately May 2016 through March 2021 (a term of approximately four years and 11 months); and
- \$100,000,000 in the existing letter of credit provided by State Street Bank, which is scheduled to expire in February 2019.

The Controller's Office of Public Finance selected U.S. Bank and State Street Bank through a competitive request for proposal process to provide the new letters of credit up to \$75,000,000 per bank, totaling \$150,000,000 for the new letters of credit.

² The tax-exempt commercial paper is used for eligible tax-exempt capital projects and taxable lease revenue commercial paper certificates of participation are used for projects that do not qualify for federal and state tax exemptions.

Financing Documents*Revolving Credit Agreement*

Under the proposed revolving credit agreements between the City and U.S. Bank and State Street Bank, the City can draw on up to \$75,000,000 under the new letter of credit from each bank, totaling \$150,000,000 for the new letters of credit. The City would draw on the letter of credit only in the event that the City could not make the required payments to the commercial paper investors. In the event that the City draws on the letter of credit, interest on the commercial paper purchased by the banks could increase up to 12 percent per year. The terms of the proposed revolving credit agreement are the same as the existing agreements between the City and U.S. Bank and State Street Bank.

According to Ms. Nadia Sesay, Director of Public Finance, the City expects to repay the banks, in the event that the City draws on the letters of credit, through refinancing commercial paper or issuing long-term debt. However, under extraordinary circumstances such as the 2008 financial crisis, the City may not be able to repay the banks immediately, in which case the City could potentially pay interest on the commercial paper up to 12 percent per year.

Fee Agreement

The City will pay a fee to each bank for the letter of credit equal to approximately 0.45 percent of the letter of credit of \$75,000,000³, or \$337,500 per year for each bank, totaling \$675,000 per year for the new letters of credit of \$150,000,000 provided by U.S. Bank and State Street Bank.

Dealer Agreement

According to Ms. Sesay, the Office of Public Finance will enter into dealer agreements with one or more commercial dealers, selected through a competitive request for proposals process. The dealers would sell commercial paper on behalf of the City to investors. The proposed dealer agreement(s) between the City and the selected dealer(s) define the responsibilities of the dealers.

According to Ms. Sesay, the fees paid by the City to the selected dealer(s) will not exceed 0.125 percent per year of the weighted average of the principal amount of commercial paper notes outstanding each quarter. For example, for the \$150,000,000 new letters of credit provided by U.S. Bank and State Street Bank, the City would pay the dealer a fee of \$187,500 for the year, based on \$150,000,000 in outstanding commercial paper debt.

Lease and Sublease Agreements and Trust Agreement

Under the City's Commercial Paper Program, the City leases City property to a third party trustee as security for the commercial paper, and leases back this City property from the third-party trustee. The City has committed the properties shown in Table 1 below to secure the letters of credit from U.S. Bank and State Street Bank for the commercial paper. These

³ The fee is based on the City's credit rating by each of the three credit rating agencies – Fitch, Moody's, and S&P. The fee percentage of 0.45 percent assumes a high rating of AA- or above (Fitch and S&P) and Aa3 or above (Moody's). The fee percentage increases by 0.10 percentage points for each reduction in the City's credit rating.

properties have a value equal to 121 percent of the not-to-exceed Commercial Paper Program amount of \$250,000,000, or \$302,600,000, as shown in Table 1 below.

Table 1: City Properties Proposed to Secure Letters of Credit for Commercial Paper Program

\$150,000,000 Provided by U.S. Bank and State Street Bank		
<i>Series 1 and Series 2 Commercial Paper</i>		
Property	Address	Valuation
Public Works Corporate Yard	2323 Cesar Chavez Street	\$46,000,000
Police Academy	350 Amber Drive	29,000,000
Fire Department Division of Training	2310 Folsom Street	7,500,000
Alemaný Produce Market	100 Alemany Blvd	30,000,000
Fire Station 1	935 Folsom Street	6,000,000
Public Health Clinic	2789 25 th Street	15,700,000
Human Services Agency	150 Otis Street	<u>34,000,000</u>
Subtotal		\$168,200,000
\$100,000,000 Provided by State Street Bank		
<i>Series 3 and Series 4 Commercial Paper</i>		
Public Safety Building	1245 3 rd Street	\$119,000,000
Fire Station 10	655 Presidio Avenue	10,000,000
Police Taraval Station	2345 24 th Avenue	<u>5,400,000</u>
Subtotal		\$134,400,000
Total		\$302,600,000

Source: Office of Public Finance, Real Estate Division

Under the proposed first amendment to the trust agreement, U.S. Bank serves as the third party trustee, responsible for (1) authenticating and delivering the commercial paper; (2) leasing properties from the City; and (3) subleasing these properties back to the City.

Under the proposed first amendment to the site lease, U.S. Bank would enter into a site lease with the City for the properties listed as Series 1 and Series 2 Commercial Paper in Table 1 above.

Under the proposed first amendment to the sublease, the City would lease back these properties from U.S. Bank.

City Capital Projects Accessing the City's Commercial Paper Program

City capital projects that have been approved by the Board of Supervisors will be eligible to access the Commercial Paper Program. The following three capital projects currently have approval to obtain short-term interim financing through the Commercial Paper Program:

- HOPE SF Project: The Board of Supervisors authorized \$38,000,000 in certificates of participation (COPs) in 2010 to partially finance the rebuilding of public housing under the jurisdiction of the San Francisco Housing Authority.
- Moscone Center Expansion Project: The Board of Supervisors authorized \$507,880,000 in COPs in 2013 to finance the costs of additions and improvements to the Moscone Center.
- San Francisco General Hospital and Trauma Center Project: The Board of Supervisors authorized \$41,000,000 in COPs in 2014 to finance the purchase of furniture, fixtures and equipment for the new San Francisco Hospital and Trauma Center.

FISCAL IMPACT

The proposed resolution replaces \$100,000,000 in letters of credit currently held by J.P. Morgan Chase and U.S. Bank, and expands the total letters of credit by \$50,000,000 to \$150,000,000 to be held by U.S. Bank and State Street Bank.

The City would incur one-time estimated General Fund costs of \$600,000 for the new letters of credit of \$150,000,000 provided by U.S. Bank and State Street Bank; these costs are for bond counsel, rating agencies, financial advisors, and other related costs.

The City would incur estimated ongoing General Fund costs of \$822,000 per year to pay fees for the new letters of credit of \$150,000,000 provided by U.S. Bank and State Street Bank, as shown in Table 2 below.

**Table 2: Estimated Ongoing Costs for \$150,000,000 in New Letters of Credit
Provided by U.S. Bank and State Street Bank**

Letter of Credit Fee (0.45%)	\$675,000
Dealer(s) Fee (0.05%)	75,000
Credit Surveillance Fee ^a	27,000
Issuing and Paying Agent Fee ^b	45,000
Total	\$822,000

Source: Controller's Office of Public Finance

^a The credit surveillance fee is the fee charged for two credit agencies to monitor the City's credit rating, as required by most investors purchasing commercial paper.

^b The issuing and paying agent fee is for the coordination and issuance of the commercial paper by U.S. Bank, which is the paying agent.

The Commercial Paper Program currently has \$130,405,000 in outstanding commercial paper, as shown in Table 3 below.

Table 3: Current Outstanding Commercial Paper

Issuance Date	Maturity Date	Project	Tax Status	Principal	Interest Rate
3/7/2016	5/9/2016	Moscone Expansion; SFGH Equipment	Tax-Exempt	\$71,777,000	0.12%
3/11/2016	5/12/2016	HOPE SF	Taxable	11,088,000	0.55%
5/2/2016	8/1/2016	Moscone Expansion; SFGH Equipment	Tax-Exempt	14,340,000	0.47%
5/3/2016	5/26/2016	Moscone Expansion	Tax-Exempt	33,200,000	0.40%
Total				\$130,405,000	

Source: Controller's Office of Public Finance

According to Ms. Sesay, the weighted average interest rate on outstanding tax-exempt commercial paper is 0.24 percent, which is 3.30 percentage points less than the interest rate of 3.54 percent on the City's most recent tax-exempt certificates of participation.

The weighted average interest rate on outstanding taxable commercial paper is 0.55 percent, which is 3.99 percentage points less than the interest rate of 4.54 percent on taxable certificates of participation⁴.

Commercial paper is paid through the issuance of long term debt, such as certificates of participation.

RECOMMENDATION

Approve the proposed resolution.

⁴ The interest rate of 4.54 percent on taxable certificates of participation represents the standard market interest rate differential between tax-exempt and taxable certificates of participation.



CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

Ben Rosenfield
Controller

Todd Rydstrom
Deputy Controller

Nadia Sesay
Director
Office of Public Finance

MEMORANDUM

TO: Honorable Members, Board of Supervisors

FROM: Nadia Sesay, Director *NS*
Controller's Office of Public Finance

SUBJECT: Commercial Paper Certificates of Participation Program

DATE: April 25, 2016

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2016 APR 26 PM 4:58
NS

This memorandum is being submitted to your office in connection with City's commercial paper program. In March 2009, the Board of Supervisors authorized the establishment of a taxable and tax-exempt commercial paper program in the amount of \$150 million for the purpose of financing on an interim basis various capital projects for the City ("CP Program"). In June 2013, the Board of Supervisors authorized an increase to the existing CP Program in the amount of \$100 million for a total authorized amount of \$250 million. The City's current liquidity facilities under Series 1 & 2 provided by J.P. Morgan Chase and U.S. Bank, supporting a \$100 million portion of the CP Program, are scheduled to expire in June 2016.

To continue to utilize the CP Program, the Controller's Office of Public Finance ("OPF") proposes the execution of two new liquidity facility agreements ("Agreements") provided by U.S. Bank, N.A. in the amount of \$75 million and State Street Bank and Trust Company ("State Street Bank") in the amount of \$75 million or other financial institutions selected by the Controller, for a total of \$150 million. These new liquidity facilities, together with the existing \$100 million letter of credit provided by State Street Bank not yet set to expire, will allow the City to fully utilize the total authorized principal amount of \$250 million of the CP Program. In connection therewith, OPF respectfully requests consideration of the attached resolution (the "Resolution") approving:

- The re-authorization to issue taxable and tax-exempt Commercial paper in an amount not-to-exceed \$250 million;

- the execution of forms of first supplement to trust agreement, first amendment to site lease, first amendment to sublease, revolving credit agreements, fee agreements, dealer agreements and other related financing documents.

We would like to respectfully request consideration of the Resolution at the May 11, 2016 Budget and Finance Committee meeting.

Background

In March 2009, the Board adopted Resolution No. 85-09 (the "2009 Program Resolution") authorizing the establishment of a not-to-exceed \$150 million CP Program. The Program Resolution also approved forms of the Trust Agreement, Delivery & Paying Agent Agreement, Sublease, and Site Lease, all of which are on file with the Clerk of the Board. In June 2013, the Board adopted Resolution No. 136-10 (the "2010 Program Resolution") authorizing an additional \$100 million to the CP Program, for a total authorized level not-to-exceed \$250 million. The 2009 Program Resolution approved forms of the Trust Agreement, Delivery & Paying Agent Agreement, Sublease, and Site Lease, all of which are on file with the Clerk of the Board. Pursuant to the 2009 Program Resolution, the City issues commercial paper notes from time to time to provide interim financing for the acquisition, improvement, renovation, and construction of real property and the acquisition of capital equipment and vehicles.

Commercial paper is an alternative form of short-term (or interim) financing for capital projects that permits the City to pay project costs as project expenditures are incurred. Commercial paper notes are issued and short-term debt is incurred only when needed to pay project costs as they are incurred. Commercial paper has a fixed maturity date from one to 270 days, compared with a final maturity of 20- to 30-years for the City's typical long-term obligation. On the maturity date, the commercial paper note may be "rolled" (or refinanced) with the re-issuance of commercial paper notes for additional periods of up to 270 days. The commercial paper is refunded with the issuance of long-term obligations.

The CP Program achieves savings primarily to the lower cost of borrowing associated with commercial paper, reduced capitalized interest requirements, and overall reduced principal and offset by CP Program fees including but not limited to liquidity facility, commercial paper dealer, delivery and paying agent, and miscellaneous ancillary fees. Based on conservative market assumptions of 0.25% commercial paper interest rate, the total the CP Program is expected to achieve approximately \$15,000,000 in interest costs over the next two years, assuming the maximum commercial paper draws of \$250,000,000.

CP Program Expansion

The City's commercial paper program utilizes third-party credit enhancement to facilitate market access at the lowest interest rates. The City currently has Series 1 & 2 liquidity facilities provided by J.P. Morgan Chase, N.A. of \$50 million, and U.S. Bank, N.A. of \$50 million supporting a \$100 million CP Program, which are scheduled to expire in June 2016. Per the 2010 Program Resolution, which expanded the authorized amount of the CP Program, the City has the option to utilize its full \$250 million authorization of the CP Program, as necessary.

In order to accommodate the City's Ten-Year Capital Plan's proposed delivery of infrastructure investments, OPF proposes expanding the Series 1 & 2 liquidity facilities by \$50 million for a total of \$150 million. The OPF respectfully requests the execution of forms of the revolving credit agreement, fee agreement, and dealer agreement associated with liquidity facilities provided by U.S. Bank, N.A. for an amount of \$75 million and State Street Bank for an amount of \$75 million or another financial institution or institutions selected by the Controller and the Director of the Office of Public Finance. The City has a separate Series 3, 3-T & 4, 4-T letter of credit provided by State Street Bank for an amount of \$100 million that is not scheduled for expiration.

With the proposed new credit support of \$75 million from U.S. Bank, N.A. and \$75 million from State Street Bank, together with the existing \$100 million liquidity facility provided by State Street Bank, the City will have secured an aggregate of \$250 million in credit support for its CP Program. See Table 1 for the summary of credit under the CP Program.

Table 1: Summary of Credit for the Commercial Program.

<u>Series 1 & 2 (Proposed Revolving Credit)</u>	
US Bank	75,000,000
State Street Bank	75,000,000
	<hr/> 150,000,000
<u>Series 3 & 4 (Existing Letter of Credit)</u>	
State Street Bank	100,000,000
	<hr/> 100,000,000
Total CP Program credit	<hr/> 250,000,000

Projects will be eligible to access the CP Program once the Board of Supervisors and the Mayor have approved the project and/or the long-term, permanent financing for the project (each an "Approved Project"). Currently, the following projects have approval to access the CP Program:

- HOPE SF: In adopting Ordinance No. 266-10, the Board of Supervisors authorized the issuance of not to exceed \$38,000,000 in City and County of San Francisco certificates of participation to partially finance the rebuilding of severely distressed public housing sites, while increasing affordable housing and ownership opportunities and improving the quality of life for existing residents and the surrounding communities (the HOPE SF Project).
- Moscone Expansion Project: In adopting Ordinance No. 26-13, the Board of Supervisors authorized the issuance of not to exceed \$507,880,000 in City and County of San Francisco certificates of participation to finance the costs of additions and

improvements to the Moscone Center. The Board of Supervisors approved the appropriation in Supplemental Appropriations Ordinance No. 25-13.

- **San Francisco General Hospital and Trauma Project:** In adopting Ordinance No. 252-14, the Board of Supervisors authorized the issuance of not to exceed \$41,000,000 in City and County of San Francisco certificates of participation to finance the costs of the acquisition of furniture, fixtures and equipment for the San Francisco General Hospital and Trauma Center.

The CP Program accommodates tax-exempt borrowing, which is used for most City projects, as well as taxable commercial paper notes, for any such projects that do not qualify for tax-exempt debt under federal and state law.

Financing Structure:

As described in the OPF memorandum dated February 10, 2009, the City leases and leases-back certain real property assets to the third-party trustee in consideration for proceeds of any issued commercial paper notes. Table 2 identifies the City-owned properties (the "Leased Assets") that will serve as the Leased Assets for the CP Program under Series 1 & 2 and Series 3 & 4, as proposed, in consultation with the City's Real Estate Division.

Table 2: Summary Estimated Values of Properties Owned by the City Securing the CP Program.

<u>Table of Assets, Series 1 & 2</u>		<u>Table of Assets, Series 3 & 4</u>	
Corporate Yard	46,000,000	Public Safety Building	119,000,000
Police Academy	29,000,000	Fire Station 10	10,000,000
Fire College	7,500,000	Police Taraval Station	5,400,000
Alemany Market	30,000,000	Total Lease Value of Assets	134,400,000
Fire Station 1	6,000,000		
Public Health Clinic	15,700,000		
Human Services Central Office	34,000,000		
Total Lease Value of Assets	168,200,000		

Source: City and County of San Francisco, Real Estate Division, Memorandum(s) dated July 29, 2013, October 18, 2015 and April 8, 2016.

The City leases the Leased Assets to the trustee in consideration for proceeds of any issued CP Notes. The trustee leases the Leased Assets back to the City in consideration for lease payments made by the City to the trustee in amounts exactly equal to principal and interest due on any issued CP Notes. The trustee will apply such amounts as is necessary to make debt service payments to holders of any issued CP Notes.

Revolving Credit, Fee Agreement & Dealer Agreements

Revolving Credit Agreement(s)

OPF selected via a competitive proposal process and is negotiating currently with US Bank, N.A. and State Street Bank (the "Banks") to continue and expand from the existing \$100 million in liquidity facilities to \$150 million. The Resolution approves a form of Revolving Credit Agreement that provides for two separate revolving lines of credit (the "Revolving Credits") in the maximum available amount of \$75 million with US Bank, N.A. and \$75 million with State Street Bank that may be drawn upon by the City in respect of principal and actual interest due on any commercial paper notes.

The City is required to repay the Banks should there be amounts drawn under the liquidity facility in accordance with the terms and conditions set forth in the two individual Revolving Credit Agreement(s). It is expected that the Banks will be repaid from the remarketing of commercial paper or the proceeds of long term take-out financing. However, but under extraordinary circumstances such occurred with the financial dislocation in 2008, advances from the Banks might not be immediately repaid. In such event, interest borne by the commercial paper notes could increase up to 12.0% per annum.

OPF currently expects to enter into two separate Revolving Credit Agreement(s) per the Banks with a term of approximately five (5) years at a cost of 0.44% /0.45% of the Bank's commitment amounts, or approximately \$340,000 per annum under each agreement. The current fee structure presumes that the City's general fund secured obligations credit rating remains at its current rating levels of Aa3/AA-/AA- by Moody's Investors Service ("Moody's"), Standard & Poor's ("S&P"), and Fitch Ratings, respectively (collectively, the "Rating Agencies"). The commitment fee may be increased in increments of approximately 0.10% for every notch rating downgrade by two rating agencies below Aa3/AA-/AA-. Should the City's general fund secured obligations credit rating fall below Baa3/BBB-/BBB-, the Reimbursement Agreement would terminate and amounts owing to the Banks would be immediately due and payable, subject to the limits concerning maximum rent set forth in the Sublease in accordance with State law, which would allow for several years to repay the financing.

The Revolving Credit Agreement(s) may be terminated by the City pursuant to termination provisions should the Bank's short-term credit ratings fall below P-1/A-1/F-1 by the Rating Agencies; liquidity facility costs increase due to changes in law, rule or regulation; or in the event the City should decide to retire the CP Program. The Revolving Credit Agreement(s) may also be terminated at the option of the City for any reason, subject to a termination fee of up to one (1) year of the commitment fee due to the Banks, or for any optional termination by the City within the first year of the Revolving Credit Agreement(s), the remaining unpaid balance of the first year's commitment fee.

Fee Agreement:

The Resolution also approves the form of Fee Agreement, which sets forth the fees and certain other fees payable by the City to the Banks.

Dealer Agreement:

The Resolution also approves the form of Dealer Agreement and delegates to OPF the authority to appoint one or more Commercial Paper Dealers (the "CP Dealer"). The Dealer Agreement sets forth the duties of the CP Dealer, including soliciting and arranging the sales of the commercial paper notes on behalf of the City at such rates and maturities as then prevailing in the market.

OPF currently expects to select commercial paper dealers via a competitive proposal process and to enter into Dealer Agreement with a term not less than one (1) year with a cost of not to exceed 0.125% per annum of the weighted average of the principal amount of commercial paper notes outstanding each quarter, paid by the City quarterly in arrears.

Financial Parameters:

The parameters set forth in the Resolution respecting the Revolving Credit Agreement(s) and liquidity facilities include and are consistent with those set forth in the 2009 Program Resolution:

- the term of any such liquidity facility shall not be less than one (1) year,
- the interest rate on any bank CP notes shall not exceed 12% per annum, and the amortization of any such bank CP notes shall not be less than three (3) years, and
- the cost of the any such liquidity facility shall not exceed 2.0% per year.

At any time that bank CP notes are outstanding and should the accruing interest rate exceed 12% per annum due to an increase in general market interest rates, the City will pay on a current basis interest not to exceed 12%, with any current interest in excess of 12% deferred until such time that the accruing interest rate falls below 12%. No interest will accrue on any unpaid and deferred interest due to the interest rate ceiling on the bank CP notes. The City will pay the deferred interest until all amounts due to the Banks respecting deferred interest is paid.

Seismic and Other Public Safety Emergency

Per the 2010 Program Resolution, in the event of an emergency declared under Charter Section 3.100, the Controller is authorized to draw on commercial paper before the Board has approved long-term take-out financing. This exception applies only to emergencies declared under Charter Section 3.100. Powers and Responsibilities, which provides that the Mayor, with the concurrence of the Board of Supervisors, may direct City personnel and resources as necessary to meet an emergency.

Additional Information:

The Resolution will be introduced at the Board of Supervisors meeting on Tuesday, April 26, 2016. The related financing documents—including the Revolving Credit Agreement, Fee Agreement, and Dealer Agreement—will also be submitted.

Your consideration of this matter is greatly appreciated. Please contact me at 554-5956 should you have any questions.

Cc (via email): Angela Calvillo, Clerk of the Board
Nicole Elliott, Director of Legislative & Government Affairs
Melissa Whitehouse, Acting Mayor's Budget Director
Harvey Rose, Budget Analyst
Ben Rosenfield, Controller
John Updike, Real Estate Division
Mark Blake, Deputy City Attorney

**FIRST SUPPLEMENT TO
TRUST AGREEMENT**

Dated as of May 1, 2016

between the

CITY AND COUNTY OF SAN FRANCISCO

and

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

RELATING TO

**City and County of San Francisco
Tax-Exempt Lease Revenue
Commercial Paper Certificates of
Participation, Series 1**

and

**City and County of San Francisco
Taxable Lease Revenue
Commercial Paper Certificates of
Participation, Series 1-T**

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

and

**City and County of San Francisco
Taxable Lease Revenue
Commercial Paper Certificates of
Participation, Series 2-T**

FIRST SUPPLEMENT TO TRUST AGREEMENT

THIS FIRST SUPPLEMENT TO TRUST AGREEMENT, dated as of May 1, 2016 (this "First Supplement to Trust Agreement"), by and between by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a charter city and county organized and existing under the laws of the State of California (the "**City**"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States (the "**Trustee**"), supplements that certain Trust Agreement, dated as of June 1, 2010, between the City and the Trustee (the "**Original Trust Agreement**").

BACKGROUND:

WHEREAS, the City has previously adopted and implemented a program under which the City provides financing for certain public capital improvements (collectively, the "**Projects**") and delivered its Tax-Exempt Lease Revenue Commercial Paper Certificates of Participation, Series 1 (the "**Series 1 Certificates**"), its Tax-Exempt Lease Revenue Commercial Paper Certificates of Participation, Series 2 (the "**Series 2 Certificates**" and, with the Series 1 Certificates, the "**Tax-Exempt Commercial Paper Certificates**"), its Taxable Lease Revenue Commercial Paper Certificates, Series 1-T (the "**Series 1-T Certificates**") and its Taxable Lease Revenue Commercial Paper Certificates, Series 2-T (the "**Series 2-T Certificates**" and, with the Series 1-T Certificates, the "**Taxable Commercial Paper Certificates**"). The Tax-Exempt Commercial Paper Certificates and the Taxable Commercial Paper Certificates are referred to collectively as the "**Commercial Paper Certificates**."

WHEREAS, the City entered into the Original Trust Agreement in order to provide for the authentication and delivery of the Commercial Paper Certificates, to establish and declare the terms and conditions upon which the Commercial Paper Certificates were delivered and secured, and to secure the payment of the principal and interest with respect thereto.

WHEREAS, concurrently with the execution of the Original Trust Agreement, the City and the Trustee entered into a Site Lease, dated as of June 1, 2010 (the "**Site Lease**"), under which the Trustee leases from the City certain Property (as defined therein) located in the City, including the buildings and improvements thereon owned by the City.

WHEREAS, concurrently with the execution of the Original Trust Agreement, the City and the Trustee entered into a Sublease, dated as of June 1, 2010 (the "**Sublease**"), under which the City subleases the Property from the Trustee in furtherance of the City's public purposes.

WHEREAS, the City executed and delivered the Commercial Paper Certificates, evidencing proportionate interests in all of the rights of the Trustee under the Sublease, including the right to receive Base Rental payments payable thereunder, and undertook such other responsibilities as are assigned to the Trustee under the Original Trust Agreement.

WHEREAS, the City and the Trustee desire to amend the Original Trust Agreement, as provided in Section 7.01 thereof, in connection with an amendment of the Site Lease and an amendment of the Sublease, in order to (i) increase the Maximum Principal Amount of Commercial Paper Certificates and (ii) replace a provider of the Credit Facilities.

A G R E E M E N T:

In consideration of the foregoing and the material covenants hereinafter contained, the City and the Trustee formally covenant, agree and bind themselves as follows:

SECTION 1. Definitions. Unless the context clearly otherwise requires or unless otherwise defined herein, the terms defined in the recitals above have the respective meanings given those terms when used in this First Supplement to Trust Agreement. Capitalized terms which are defined in the Original Trust Agreement and which are not otherwise defined herein shall have the respective meanings given those terms in the Original Trust Agreement.

SECTION 2. Maximum Principal Amount.

(a) The Original Trust Agreement is hereby amended by amending and restating the definition of "Maximum Principal Amount" in its entirety as follows:

"Maximum Principal Amount" means, \$150,000,000, or such lesser principal amount of indebtedness designated by the City which, if it bore interest at the Maximum Interest Rate and principal and such interest were payable as provided in the Sublease (commencing on the first day of the first Base Rental Period to commence after the date of calculation), could be fully retired from amounts then payable by the City as Maximum Base Rental (as adjusted under the Sublease) during the remaining term of the Sublease.

(b) The Original Trust Agreement is hereby amended by amending and restating Section 3.01(e)(i)(G) in its entirety as follows:

(G) if the delivery of such Commercial Paper Certificates (1) will occur more than 18 months after Special Counsel's most recently delivered opinion with respect to the Commercial Paper Certificates or (2) will result in an increase in the aggregate principal amount of Certificates Outstanding in excess of \$150,000,000, then the City will have also have received an opinion of Special Counsel that the interest with respect to any Tax-Exempt Commercial Paper Certificates proposed to be delivered will be exempt from California personal income tax and excludable from gross income for federal income tax purposes;

SECTION 3. Banks. (a) The Trust Agreement is hereby amended by replacing references to "JPMorgan Chase Bank, National Association" in the definition of "Banks" and the definition of "Reimbursement Agreements" with "State Street Bank and Trust Company."

(b) Section 10.02 of the Trust Agreement is hereby amended by replacing the notice address for JPMorgan Chase Bank, National Association with the following address:

State Street Bank and Trust Company

Attention: _____

Telephone: _____

Facsimile: _____

SECTION 4. Original Trust Agreement. Except as amended hereby, the Original Trust Agreement will remain in full force and effect. Reference to this First Supplement to Trust Agreement need not be made in any note, document, agreement, letter, certificate, the Original Trust Agreement or any communication issued or made subsequent to or with respect to the Original Trust Agreement, it being hereby agreed that any reference to the Original Trust Agreement shall be sufficient to refer to the Original Trust Agreement, as hereby amended.

SECTION 5. Effective Date of First Supplement to Trust Agreement. This First Supplement to Trust Agreement shall take effect upon its execution and delivery, but only upon the receipt of the consent of U.S. Bank National Association and State Street Bank and Trust Company.

SECTION 6. Severability of Invalid Provisions. If any one or more of the provisions contained in this First Supplement to Trust Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, then such provision or provisions will be deemed severable from the remaining provisions contained in this First Supplement to Trust Agreement and such invalidity, illegality or unenforceability will not affect any other provision of this First Supplement to Trust Agreement, and this First Supplement to Trust Agreement will be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The City and the Trustee each hereby declares that it would have entered into this First Supplement to Trust Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Second Supplemental Indenture may be held illegal, invalid or unenforceable.

SECTION 7. Execution in Counterparts. This First Supplement to Trust Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This First Supplement to Trust Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by attaching a pdf copy to an email, and any printed or copied version of any signature page so delivered will have the same force and effect as an originally signed version of such signature page.

IN WITNESS WHEREOF, the parties have executed this First Supplement to Trust Agreement effective the date first above written.

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Mayor

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

APPROVED AS TO FORM:

By: _____
City Attorney

AMENDED AND RESTATED DELIVERY AND PAYING AGENT AGREEMENT

Dated as of _____, 2016

U.S. Bank National Association
100 Wall Street, Suite 1600
New York, New York 10005

Re: City and County of San Francisco Tax-Exempt Lease Revenue Commercial Paper Certificates, Series 1 and Series 2 (the "Tax-Exempt Commercial Paper Certificates")

and

City and County of San Francisco Taxable Lease Revenue Commercial Paper Certificates, Series 1-T and Series 2-T (the "Taxable Commercial Paper Certificates")

Ladies and Gentlemen:

This letter will set forth the understandings made between you and the undersigned, the City and County of San Francisco, a charter city and county duly organized and existing under the laws of the State of California (the "City"), whereby you have agreed to act (i) as depository for the safekeeping of certain certificates of participation of the City which may be issued and sold in the tax-exempt and taxable commercial paper markets (collectively, the "Commercial Paper Certificates"), (ii) as delivery agent on behalf of the City in connection with the delivery of the Commercial Paper Certificates, and (iii) as paying agent to undertake certain obligations as described below on behalf of the holders of the Commercial Paper Certificates. Capitalized terms not otherwise defined herein will have the meanings set forth in that certain Trust Agreement, dated as of June 1, 2010 (as amended by a First Supplement to Trust Agreement dated as of May 1, 2016, and as further amended, supplemented or modified from time to time, the "Trust Agreement"), between the City and U.S. Bank National Association, as Trustee.

1. Appointment of Agent. The City hereby requests that you act, on the terms and conditions specified herein and in the Trust Agreement, as delivery and paying agent for its Commercial Paper Certificates to be delivered from time to time. Pursuant to the terms of the Trust Agreement, the City may deliver and sell Commercial Paper Certificates, which will be short-term certificates of participation issued in reliance upon an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Act"), afforded by Section 3(a)(2) thereof. The Commercial Paper Certificates will be placed initially through J.P. Morgan Securities Inc. (the "Dealer"). The Commercial Paper Certificates may be delivered as physical certificates (the "Physical Commercial Paper Certificates") substantially in the form of Exhibit A-1, in the case of the Tax-Exempt Commercial Paper Certificates, and Exhibit A-2, in the case of the Taxable Commercial Paper Certificates, to the Trust Agreement, or as obligations ("Book-Entry Commercial Paper Certificates") evidenced by a Master Certificate substantially in the form of Exhibit B-1, in the case of the Tax-Exempt Commercial Paper Certificates, and Exhibit B-2, in the case of the Taxable Commercial Paper Certificates, to the Trust Agreement. The Master Certificates and the City's obligations thereunder will be issued in accordance with applicable rules and regulations of DTC.

2. Master Certificate: Supply of Commercial Paper Certificates.

(a) The Book-Entry Commercial Paper Certificates will be evidenced by (i) a Master Certificate representing 100% of the principal amount of the Tax-Exempt Commercial Paper Certificates as may be Outstanding from time to time and (ii) a Master Certificate representing 100% of the principal amount of the Taxable Commercial Paper Notes as may be Outstanding from time to time. Each Master Certificate will bear the manual or facsimile signature of an Authorized Representative (as hereinafter defined), be countersigned for authentication by you, be registered in the name of the Nominee and be unavailable for transfer to the beneficial owners thereof.

You will maintain the Master Certificates in safekeeping, in accordance with your customary practices, on behalf of the Nominee, as the registered owner thereof. As long as the Nominee is the registered owner of the Master Certificates, the beneficial ownership interests therein will be shown on, and the transfer of ownership thereof will be effected through, entries on the books maintained by DTC and the books of its Participants. The Master Certificates and the Book-Entry Commercial Paper Certificates represented thereby will be subject to DTC's rules and procedures in effect at the time of the delivery of Book-Entry Commercial Paper Certificates, as the same will be amended from time to time. You will cooperate with the City in assuring compliance with such rules and procedures. In connection with the DTC Same Day Funds ("SDFS") Money Market Instrument ("MMI") program, the City understands that as one of the conditions of its participation therein, it will be necessary for the City and you to execute a Letter of Representations and for DTC to receive and accept such Letter of Representations. So long as the Master Certificates are issued and any Book-Entry Commercial Paper Certificates are Outstanding, no Physical Commercial Paper Certificates may be issued.

(b) In the event that the Master Certificates and the Book-Entry Commercial Paper Certificates are no longer Outstanding, the City will from time to time furnish you with an adequate supply of Physical Commercial Paper Certificates, which will be serially numbered and will have been executed by manual or facsimile signature by an Authorized Representative (as hereinafter defined), with the Certificate number, principal amount, payee, date of issue, maturity date, interest rate and maturity value left undetermined. Pending receipt of instructions pursuant to this Agreement, you will hold the Physical Commercial Paper Certificates in safekeeping for the account of the City in accordance with your customary practice.

3. Authorized Representatives. From time to time the City will furnish you with a written instrument certifying the incumbency and specimen signatures of officers or agents of the City authorized to (a) execute the Master Certificates, representing the Book-Entry Commercial Paper Certificates, (b) execute Physical Commercial Paper Certificates, and (c) to give instruction under paragraph 4 hereof or to take other action hereunder on behalf of the City (each an "Authorized Representative"). Until you receive a subsequent incumbency certificate of the City, you are entitled to rely on the last such certificate delivered to you for purposes of determining the Authorized Representatives. You will not have any responsibility to the City to determine by whom or by what means a facsimile signature may have been affixed on the Commercial Paper Certificates.

Any Commercial Paper Certificates bearing the manual or facsimile signature of a person who is an Authorized Representative on the date such signature is affixed will be valid and binding after the completion and authentication thereof by you notwithstanding that such person has died or has otherwise ceased to hold his or her office on the date such Commercial Paper Certificates is countersigned or delivered to you.

4. Completion Authentication and Delivery of Commercial Paper Certificates.

(a) Instructions for the delivery of Commercial Paper Certificates will be given via e-mail, facsimile transmission or by telephone. Instructions given by telephone, facsimile transmission or in writing will be given by an Authorized Representative, or by an officer or employee of a Dealer (an "Authorized Dealer Representative"), or any other person who, in each case, has been designated by an Authorized Representative in writing to you as a person authorized to give such instructions hereunder.

(1) The City will instruct you to issue Tax-Exempt Commercial Paper Certificates or Taxable Commercial Paper Certificates as Book-Entry Commercial Paper Certificates by entering the appropriate DTC instrument codes and, after issuing such instructions, it is understood that the records maintained by you will represent the aggregate principal amount of Book-Entry Commercial Paper Certificates then outstanding and the aggregate unpaid interest thereon unless subsequently modified by the City with appropriate notice to you. At or before the close of business New York time, on the settlement date of each Book-Entry Commercial Paper Certificate, you will: (a) determine the net proceeds due the City on such day and (b) credit the Funds and Accounts established under the Trust Agreement, in immediately available funds, such net proceeds in accordance with the instructions provided to you by the City or the Dealer and the provisions of this Agreement (including paragraph 5), if and only if you have received confirmation from DTC that each Book-Entry Commercial Paper Certificate has settled in accordance with DTC's appropriate rules, regulations and procedures. The City hereby agrees with you that it will repay such Book-Entry Commercial Paper Certificates in accordance with the instructions provided to you by the City or the Dealer, and that the aggregate amount owing at any time by the City in connection with all Outstanding Book-Entry Commercial Paper Certificates will be the amount of (x) the aggregate principal amount of such Book-Entry Commercial Paper Certificates plus the aggregate interest to be paid thereon at the scheduled maturity thereof (it being understood that if any such interest-bearing Book-Entry Commercial Paper Certificate is prepaid by the City prior to its scheduled maturity, then such interest amount will be adjusted based upon a 365-day or 366-day year, whichever is applicable, to reflect such prepayment) less (y) the aggregate of the face amount of such Book-Entry Commercial Paper Certificates plus the aggregate interest paid by the City on all Book-Entry Commercial Paper Certificates which have either matured or been presented for prepayment.

(2) Upon receipt of instructions to issue Physical Commercial Paper Certificates as described in this paragraph 2, you will also withdraw the necessary Physical Commercial Paper Certificate(s) from safekeeping and, in accordance with such instructions, will:

(A) complete each Physical Commercial Paper Certificate as to its certificate number, principal amount (which will not be less than \$100,000), interest rate, payee, date of issue, maturity date (which will be a Business Day and will not be more than 270 days from the date of issue nor later than five days prior to the expiration or termination of the applicable Credit Facility unless the City has arranged for an Alternate Credit Facility), maturity value and place of payment; and

(B) manually countersign each Physical Commercial Paper Certificate, which signature may be by anyone of your officers or employees duly authorized and designated for this purpose; and

(C) deliver the Physical Commercial Paper Certificate(s) to the Dealer or its designated consignees, which delivery will be against receipt for payment as herein provided or as otherwise provided in such instructions in accordance with Paragraph 5.

(b) Instructions delivered by telephone, facsimile transmission or in writing must be received by you by 1:00 p.m. New York time, if the Commercial Paper Certificate(s) are to be delivered the same day. Telephonic and e-mail instructions will be confirmed in writing or by facsimile the same day by 4:00 p.m. New York time.

(c) The City understands that although you have been instructed to deliver Physical Commercial Paper Certificates against payment, delivery of Physical Commercial Paper Certificates will, in accordance with the custom prevailing in the commercial paper market, be made before receipt of payment in immediately available funds. Therefore, once you have delivered a Physical Commercial Paper Certificate to a Dealer or its designated consignee as provided in Paragraph 4(a)(2)(C), the City will bear the risk that such Dealer or designated consignee fails to remit payment for the Physical Commercial Paper Certificates to you. It is understood that each delivery of Physical Commercial Paper Certificates hereunder will be subject to the rules of the New York Clearing House in effect at the time of such delivery.

(d) Notwithstanding anything to the contrary contained herein, and notwithstanding any contrary instructions from the City, you will not issue or deliver any Commercial Paper Certificates pursuant to such instructions if, immediately after delivery of such Commercial Paper Certificates, the aggregate principal amount of all Commercial Paper Certificates and the Revolving Bank Certificates (as defined in the Trust Agreement) Outstanding would exceed the Maximum Principal Amount. Additionally, no Commercial Paper Certificate will be issued that (i) matures on a day that is not a Business Day; or (ii) has a term in excess of 270 days; or (iii) has a maturity date less than five days prior to the expiration of the applicable Credit Facility unless the City has arranged for an Alternate Credit Facility pursuant to Section 6.02 of the Trust Agreement; or (iv) bears interest at a rate in excess of the Maximum Interest Rate; provided, however, that the amount of the Commercial Paper Certificates to be Outstanding and interest accrued or to accrue thereon as of the date of such delivery may not exceed the amount then available to be drawn under the applicable Credit Facility.

(e) Notwithstanding anything to the contrary herein, if any officer or administrator of your Corporate Trust Department receives a No-Delivery Notice or the Final Drawing Notice from a Bank, you will cease completing, countersigning and issuing, and will use reasonable efforts to cease delivery of related Commercial Paper Certificates, notwithstanding any contrary instructions from the City, until such time as such Bank has rescinded the No-Delivery Notice in writing and has consented to the delivery of related Commercial Paper Certificates by a notice in writing to you.

5. Proceeds of Sale of the Commercial Paper Certificates. Contemporaneously with the execution and delivery of this Agreement, and for the purposes of this Agreement and the Trust Agreement, you will establish a fund designated the Delivery and Paying Agent Fund in the City's name (the "Delivery and Paying Agent Fund") and you will establish within such Delivery and Paying Agent Fund, a Base Rental Account (the "Base Rental Account"), an

Administrative Expense Account (the "Administrative Expense Account"), a Payment Account (the "Payment Account") and a Bank Reimbursement Account (the "Bank Reimbursement Account"), in each case as agent for the Delivery and Paying Agent. You will, contemporaneously with the execution and delivery of this Agreement, and for purposes of this Agreement and the Trust Agreement, establish within each of the Bank Reimbursement Account and the Payment Account: a Series 1 Subaccount, a Series 1-T Subaccount, a Series 2 Subaccount and a Series 2-T Subaccount. Funds received in payment for the Commercial Paper Certificates are to be credited to the Delivery and Paying Agent Fund or transferred to the Accounts in the Project Fund or the Accounts in the Costs of Issuance Fund held by the Delivery and Paying Agent and applied in accordance with the provisions of the Trust Agreement and instructions provided to you by the City or the Dealer, as provided in the Trust Agreement. You will apply the purchase price for Commercial Paper Certificates for the purposes set forth in Section 3.02 of the Trust Agreement and in accordance with the written instructions of the City. You will apply the funds on deposit in the Delivery and Paying Agent Fund for the purposes and at the times set forth in Section 3.05 of the Trust Agreement, and will invest such funds as provided in the Trust Agreement. In addition, you will authenticate and deliver the Commercial Paper Certificates and accept the duties and obligations of the Delivery and Paying Agent described in the Trust Agreement, but only upon the terms and conditions described therein. From time to time, as provided in Section 3.05(f)(iii)(B) of the Trust Agreement, upon telephonic or written instructions received by you from an Authorized Representative, you agree to transfer immediately excess funds from the Base Rental Account within the Delivery and Paying Agent Fund for our account.

6. Payment of Matured Commercial Paper Certificates; Payments to Bank.

(a) On the date that any Commercial Paper Certificate is scheduled to mature or if the Delivery and Paying Agent has received the Final Drawing Notice pursuant to the applicable Credit Facility, the Delivery and Paying Agent will, by no later than 11:30 a.m. New York time on such maturity date or, in the case of receipt of the Final Drawing Notice, immediately upon receipt of such Final Drawing Notice, request an Advance in accordance with the terms of the applicable Credit Facility by delivering by facsimile a Payment Draft or Notice of Loan (as defined in the applicable Credit Facility) in the form of attached to the applicable Credit Facility and any required certificates, as appropriate, in an amount equal to the difference between the proceeds of new Commercial Paper Certificates sold on such date and the principal of and interest with respect to the Commercial Paper Certificates maturing on such date or, in the case of receipt of the Final Drawing Notice, in an amount equal to the principal amount that is outstanding on such date plus interest that will accrue to the respective maturity dates of such Commercial Paper Certificates. The proceeds of all such Advances made pursuant to the applicable Credit Facility will be deposited in the Payment Account within the Delivery and Paying Agent Fund and expended for the payment of principal of and interest with respect to related maturing Commercial Paper Certificates. When any matured Commercial Paper Certificate is presented to you for payment by the holder thereof, payment will be made from and charged to the applicable subaccount within the Payment Account within the Delivery and Paying Agent Fund.

(b) The Delivery and Paying Agent will pay to each Bank from moneys on deposit in the applicable subaccount of the Bank Reimbursement Account, the Base Rental Account and the Administrative Expense Account of the Delivery and Paying Agent, amounts required to be paid to such Bank pursuant to the applicable Reimbursement Agreement.

7. Reliance on Instructions. You will incur no liability to the City in acting hereunder upon telephonic, facsimile or other instructions contemplated hereby which the recipient thereof reasonably believed in good faith to have been given by an Authorized Representative or Authorized Dealer Representative, as the case may be. If a discrepancy exists with respect to the telephonic instructions as recorded and the written instructions, the written instructions will be deemed the controlling and proper instructions. It is understood that all telephonic instructions may be recorded by you, and the City hereby consents to such recording.

8. Cancellation of Commercial Paper Certificates. You will in due course cancel Physical Commercial Paper Certificate(s) presented for payment and return them to the City. Promptly upon the written request of the City, you agree to cancel and return to the City all unissued Commercial Paper Certificates in your possession at the time of such request.

9. Representations and Warranties of City. Each instruction given to you in accordance with Paragraph 4 will constitute a representation and warranty to you by the City that the delivery and delivery of the Commercial Paper Certificates have been duly and validly authorized by the City and that the Book-Entry Commercial Paper Certificates, or, in the case of the Physical Commercial Paper Certificates, that the Physical Commercial Paper Certificates when completed, countersigned and delivered pursuant hereto, will constitute the legal, valid and binding obligations of the City, and that your appointment to act for the City hereunder has been duly authorized by all necessary corporate action of the City.

10. Notice: Addresses.

(a) All communications by or on behalf of the Trustee, the City or the Dealer, by telephone or otherwise, relating to the completion, authentication, delivery or payment of the Commercial Paper Certificate(s) are to be directed to your Commercial Paper Issuance Unit of your Corporate Trust Department (or such other department or division which you will specify in writing to the Trustee, the City or the Dealer). The City will send all Commercial Paper Certificates to be completed and delivered by you to your Commercial Paper Issuance Unit of your Corporate Trust Department (or such other department or division as you will specify in writing to the City). You will advise the Trustee, the City and the Dealer from time to time of the individuals generally responsible for the administration of this Agreement, will from time to time certify incumbency and specimen signatures of officers or employees authorized to countersign Commercial Paper Certificates and will supply a list of employees authorized to receive telephonic instructions.

(b) Notices and other communications hereunder will (except to the extent otherwise expressly provided) be in writing and will be addressed as follows, or to such other address as the party receiving such notice has previously specified to the party sending such notice:

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 you: U.S. Bank National Association
 100 Wall Street, Suite 1600
 New York, New York 10005
 Attention: Facsimile: (212) 514-6841

if to the Dealer:

Attention:

Telephone: _____ Telecopier:

Email: _____

if to the Banks:

Attention: _____
Telephone: _____ Facsimile: _____

Attention:

Telephone: _____
Fax: _____
Reference: _____

if to the Trustee:

U.S. Bank National Association
One California Street, Suite 1000
San Francisco, California 94111
Attention: Corporate Trust Services
Facsimile: (415) 273-4591

Notices will be deemed delivered when received at the address specified above. For purposes of this paragraph, "when received" means actual receipt (i) of an electronic communication by a telex machine, telecopier or time-sharing terminal specified in or pursuant to this Agreement; (ii) of an oral communication by any person answering the telephone at your office specified in subparagraph 10(a) hereof and otherwise at the office of the individual or department specified in or pursuant to this Agreement; or (iii) of a written communication hand-delivered or mailed to the office specified in or pursuant to this Agreement.

11. Additional Information. Upon the request of the City given at any time and from time to time, you will promptly provide the City with information with respect to the Commercial Paper Certificate(s) issued and paid hereunder. Such request will be in written form and will include the serial number, principal amount, date of issue, maturity date and interest rate of each Commercial Paper Certificate which has been issued or paid by you and for which the request is being made. You and the City will discuss from time to time the extent to which such information is reasonably available and the times at which you can reasonably furnish such information.

12. Liability. Neither you nor your officers, employees or agents will be liable for any act or omission hereunder, except in the case of ordinary negligence or willful misconduct, in which case you will indemnify, defend and hold harmless the City's officers, employees and agents from and against any liability, claim, damage cost or expense (including legal fees and expenses) related to or arising out of such ordinary negligent action or inaction or willful misconduct, except to the extent that they are caused directly by the City's gross negligence or willful misconduct. This indemnity obligation will survive termination of this Agreement.

13. Indemnification. The City agrees to indemnify you and your officers, employees and agent from and against all liabilities, claims, damages, costs and expense (including legal fees and expenses) relating to or arising out of their actions or inactions in connection with this Agreement, except to the extent they are caused by your negligence or willful misconduct. This indemnity will survive termination of this Agreement.

14. Waiver of Setoff Offset Lien or Counterclaim. You hereby waive to the fullest extent possible under applicable law any and all rights of setoff, offset, lien or counterclaim you may have with respect to any amounts held by you in the Delivery and Paying Agent Fund, including without limitation the Payment Account and the Bank Reimbursement Account, by reason of any claim you may have against the City, a Bank or any other person.

15. Benefit of Agreement. This Agreement is solely for the benefit of the parties hereto, each Bank and the holders of any Certificates, and no other person will acquire or have any right under or by virtue hereof.

16. Termination. This Agreement may be terminated as provided in the Trust Agreement, but such termination will not affect the respective liabilities of the parties hereunder arising prior to such termination.

17. Governing Law; Venue. This Agreement is to be delivered and construed and enforced in accordance with, and the rights of the parties will be governed by, the laws of the State of California. If any party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement or which relates to this Agreement in any manner, each such party agrees that the place of making and for performance of this Agreement is the City and County of San Francisco, State of California, and the proper venue for any such action is any court of competent jurisdiction.

18. Fees. You will receive fees from the City for acting as depository, delivery agent and paying agent hereunder in such amounts as you and the City will agree from time to time in writing.

19. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which is deemed to be an original and all of which will constitute but one and the same agreement.

20. Amendments. This Agreement may be amended in writing by the parties hereto, but only with the prior written consent of the Banks.

21. Additional City Requirements. Additional requirements of the City with respect to this Agreement are attached as Exhibit A and are incorporated by reference herein, and by executing this Agreement, you are agreeing to comply with those provisions.

Please indicate your agreement with and acceptance of the foregoing terms and provisions by signing the counterpart of this letter as indicated below.

CITY AND COUNTY OF SAN FRANCISCO

By _____
Controller

APPROVED AS TO FORM:
City Attorney

By: _____
City Attorney

AGREED TO AND ACCEPTED:

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

By _____

Title: _____

EXHIBIT A

ADDITIONAL CITY REQUIREMENTS

1. Local Business Enterprise Utilization; Liquidated Damages.

a. The LBE Ordinance

The Delivery and Paying Agent shall comply with all the requirements of the Disadvantaged Business Enterprise Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase the Delivery and Paying Agent's obligations or liabilities, or materially diminish the Delivery and Paying Agent's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. The Delivery and Paying Agent's willful failure to comply with any applicable provision of the LBE Ordinance is a material breach of the Delivery and Paying Agent's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, The Delivery and Paying Agent shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

1. Enforcement

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

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

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

2. Nondiscrimination; Penalties.

a. Corporation Shall Not Discriminate

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

b. Subcontracts

The Delivery and Paying Agent 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 Purchasing) and shall require all subcontractors to comply with such provisions. The Delivery and Paying Agent's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits

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

d. Condition to Contract

As a condition to this Agreement, the Delivery and Paying Agent shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights 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 Delivery and Paying Agent 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 Delivery and Paying

Agent understands that pursuant to §12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against the Delivery and Paying Agent and/or deducted from any payments due the Delivery and Paying Agent.

3. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco 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 and County of San Francisco 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 Delivery and Paying Agent acknowledges and agrees that he or she has read and understood this section.

4. Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco 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.

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

6. Compliance with Americans with Disabilities Act. The Delivery and Paying Agent acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. The Delivery and Paying Agent shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. The Delivery and Paying Agent agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of the Delivery and Paying Agent, its employees, agents or assigns will constitute a material breach of this Agreement.

7. 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 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.

8. Limitations on Contributions. Through execution of this Agreement, the Delivery and Paying Agent acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City 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 Delivery and Paying Agent 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 Delivery and Paying Agent further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of the Delivery and Paying Agent's board of directors; the Delivery and Paying Agent's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in the Delivery and Paying Agent; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by the Delivery and Paying Agent. Additionally, the Delivery and Paying Agent acknowledges that the Delivery and Paying Agent must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

9. Requiring Minimum Compensation for Covered Employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) If the Delivery and Paying Agent is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but the Delivery and Paying Agent later enters into an agreement or agreements that cause the Delivery and Paying Agent's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Delivery and Paying Agent 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 Delivery and Paying Agent may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. The Delivery and Paying Agent agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event the Delivery and Paying Agent violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit the Delivery and Paying Agent from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider the Delivery and Paying Agent's use of profit as a violation of this section.

10. Conflict of Interest. Through its execution of this Agreement, the Delivery and Paying Agent acknowledges that it is familiar with the provisions 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 constitute a violation of said provision and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

11. Earned Income Credit (EIC) Forms. Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

(a) The Delivery and Paying Agent shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless the Delivery and Paying Agent has already provided such EIC Forms at least once during the calendar year in which such

effective date falls); (ii) promptly after any Eligible Employee is hired by the Delivery and Paying Agent; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

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

(c) Any Subcontract entered into by the Delivery and Paying Agent shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

(d) Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

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

13. Nondisclosure of Private Information. The Delivery and Paying Agent 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 Delivery and Paying Agent agrees that any failure of the Delivery and Paying Agent 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 Delivery and Paying Agent pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Delivery and Paying Agent.

14. Proprietary or Confidential Information of City. The Delivery and Paying Agent understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, the Delivery and Paying Agent may have access to private or confidential information which may be owned or controlled by City and that such information

may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. The Delivery and Paying Agent agrees that all information disclosed by City to the Delivery and Paying Agent shall be held in confidence and used only in performance of the Agreement. The Delivery and Paying Agent shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

15. Compliance with Laws. The Delivery and Paying Agent shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

16. Works for Hire. If, in connection with services performed under this Agreement, the Delivery and Paying Agent or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by the Delivery and Paying Agent or its subcontractors under this Agreement are not works for hire under U.S. law, the Delivery and Paying Agent hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, the Delivery and Paying Agent may retain and use copies of such works for reference and as documentation of its experience and capabilities.

17. Resource Conservation. Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by the Delivery and Paying Agent to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

18. Public Access to Meetings and Records. If the Delivery and Paying Agent receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Delivery and Paying Agent shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Delivery and Paying Agent agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. The Delivery and Paying Agent further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Delivery and Paying Agent acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Delivery and Paying Agent further acknowledges that such material breach of this Agreement shall be grounds for the City to terminate and/or not renew the agreement, partially or in its entirety.

19. Guaranteed Maximum Costs.

(a) The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Delivery and Paying Agent for, commodities or services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

(c) Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

(d) The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

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

21. Ownership of Results. Any interest of the Delivery and Paying Agent or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by the Delivery and Paying Agent or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, the Delivery and Paying Agent may retain and use copies for reference and as documentation of its experience and capabilities.

22. Audit and Inspection of Records. The Delivery and Paying Agent agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. The Delivery and Paying Agent will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Delivery and Paying Agent shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

23. Subcontracting. The Delivery and Paying Agent is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

24. Assignment. The services to be performed by Corporation are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Delivery and Paying Agent unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

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

FIRST AMENDMENT TO SITE LEASE

Dated as of May 1, 2016

between the

**CITY AND COUNTY OF SAN FRANCISCO ,
as lessor,**

and

**U.S. BANK NATIONAL ASSOCIATION,
in its capacity as Trustee,
as lessee**

NO DOCUMENTARY TRANSFER TAX DUE. This First Amendment to Site Lease is recorded for the benefit of the City and County of San Francisco and the recording is exempt under Section 27383 of the California Government Code and Section 11928 of the California Revenue and Taxation Code.

FIRST AMENDMENT TO SITE LEASE

THIS FIRST AMENDMENT TO SITE LEASE (the "First Amendment"), dated as of May 1, 2016, is entered into between the **CITY AND COUNTY OF SAN FRANCISCO**, a charter city and county duly organized and existing under the laws and the Constitution of the State of California (the "City"), as lessor, and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, solely in its capacity as Trustee (the "Trustee") under the Trust Agreement dated as of June 1, 2010 (as amended, supplemented or modified from time to time, the "Trust Agreement") between the City and the Trustee, as lessee.

BACKGROUND:

WHEREAS, in connection with the execution and delivery of the City's Series 1 Certificates, Series 1-T Certificates, Series 2 Certificates and Series 2-T Certificates (collectively, the "Commercial Paper Certificates," as more fully defined in the Trust Agreement), the City and the Trustee entered into a Site Lease dated as of June 1, 2010, recorded by the San Francisco Assessor-Recorder on June 9, 2010 as document number 2010-I979428 (the "Original Site Lease" and, as amended by this First Amendment, the "Site Lease"), in order to lease the Property (as defined in the Original Site Lease) from the City to the Trustee;

WHEREAS, the Trustee has subleased the Property to the City pursuant to a Sublease, dated as of June 1, 2010, between the Trustee and the City, recorded by the San Francisco Assessor-Recorder on June 9, 2010 as document number 2010-I979429 (the "Original Sublease"), which is being amended by a First Amendment to Sublease dated as of May 1, 2016, between U.S. Bank National Association, in its capacity as trustee, as sublessor, and the City, as sublessee, and recorded concurrently herewith (together with the Original Sublease, the "Sublease");

WHEREAS, the Commercial Paper Certificates were delivered pursuant to the Trust Agreement;

WHEREAS, concurrently herewith, in connection with an increase in the Maximum Principal Amount (as defined in the Trust Agreement) of Commercial Paper Certificates, the City and the Trustee will enter into a First Supplement to Trust Agreement dated as of May 1, 2016 (the "First Supplement to Trust Agreement");

WHEREAS, the City and the Trustee desire to amend the Original Site Lease as provided in Section 17 thereof, and in connection with the execution of the First Supplement to Trust Agreement and the First Amendment to Sublease referenced above, in order to substitute certain property known as _____ (the "Additional Property"), as more particularly described in Exhibit B hereto, for _____ (each as defined in the Trust Agreement, and together, the "Removed Property"), as more particularly described in Exhibit C hereto, all pursuant to Section 7.02 of the Trust Agreement; and

WHEREAS, the City and the Trustee have duly authorized the execution and delivery of this First Amendment;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. Substitution of Property. The City and the Trustee hereby agree that the Removed Property shall be removed from the Property leased to the Trustee by the City pursuant to the Site Lease and the Additional Property shall be added to the Property leased to the Trustee by the City pursuant to the Site Lease.

Section 2. Execution in Counterparts. This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3. Original Site Lease. Except as amended hereby, the Original Site Lease will remain in full force and effect. Reference to this First Amendment need not be made in any note, document, agreement, letter, certificate, the Original Site Lease or any communication issued or made subsequent to or with respect to the Original Site Lease, it being hereby agreed that any reference to the Original Site Lease shall be sufficient to refer to the Original Site Lease, as hereby amended.

Section 4. Effective Date. This First Amendment shall be effective, and shall become binding against the City and the Trustee, as of the date hereof.

Section 5. Real Property. The real property encumbered by the Site Lease, as amended by the removal of the Removed Property and the addition of the Additional Property, is set forth in Exhibit A hereto, which Exhibit A shall replace Exhibit A to the Original Sublease.

Section 6. Severability. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Site Lease as of the date first above written.

CITY AND COUNTY OF SAN FRANCISCO,
as Lessor

By: _____
Director of Public Finance

APPROVED AS TO FORM:

By: _____
City Attorney

U.S. BANK NATIONAL ASSOCIATION, as
Trustee and Lessee

By: _____
Authorized Officer

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description]

EXHIBIT B

ADDITIONAL PROPERTY LEGAL DESCRIPTION

[Insert legal description]

EXHIBIT C

REMOVED PROPERTY LEGAL DESCRIPTION

[Insert legal description]

FIRST AMENDMENT TO SUBLEASE

Dated as of May 1, 2016

between

**U.S. BANK NATIONAL ASSOCIATION,
in its capacity as Trustee,
as sublessor**

and the

**CITY AND COUNTY OF SAN FRANCISCO,
as sublessee**

NO DOCUMENTARY TRANSFER TAX DUE. This First Amendment to Sublease is recorded for the benefit of the City and County of San Francisco and the recording is exempt under Section 27383 of the California Government Code and Section 11928 of the California Revenue and Taxation Code.

FIRST AMENDMENT TO SUBLEASE

THIS FIRST AMENDMENT TO SUBLEASE (the "First Amendment"), dated as of May 1, 2016 is entered into between **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, solely in its capacity as Trustee (the "Trustee") under the Trust Agreement, dated as of June 1, 2010 (as amended, supplemented or modified from time to time, the "Trust Agreement") between the Trustee, as sublessor, and the **CITY AND COUNTY OF SAN FRANCISCO** (the "City"), a charter city and county duly organized and existing under the laws and Constitution of the State of California, as sublessee.

BACKGROUND:

WHEREAS, in connection with the execution and delivery of the City's Series 1 Certificates, Series 1-T Certificates, Series 2 Certificates and Series 2-T Certificates (collectively, the "Commercial Paper Certificates," as more fully defined in the Trust Agreement), the City and the Trustee entered into a Site Lease dated as of June 1, 2010, recorded by the San Francisco Assessor-Recorder on June 9, 2010 as document number 2010-1979428 (the "Original Site Lease"), which is being amended by a First Amendment to Site Lease dated as of May 1, 2016 and recorded concurrently herewith (together with the Original Site Lease, the "Site Lease"), in order to lease the Property (as defined in the Original Site Lease) from the City to the Trustee;

WHEREAS, the Trustee has subleased the Property to the City pursuant to a Sublease, dated as of June 1, 2010, between the Trustee and the City, recorded by the San Francisco Assessor-Recorder on June 9, 2010 as document number 2010-1979428 (the "Original Sublease" and, as amended by this First Amendment, the "Sublease");

WHEREAS, the Commercial Paper Certificates were delivered pursuant to the Trust Agreement;

WHEREAS, the City executed and delivered the Commercial Paper Certificates, evidencing proportionate interests in all of the rights of the Trustee under the Sublease, including the right to receive Base Rental payments payable thereunder, and undertook such other responsibilities as are assigned to the Trustee under the Trust Agreement;

WHEREAS, concurrently herewith, in connection with an increase in the Maximum Principal Amount (as defined in the Trust Agreement) of Commercial Paper Certificates, the City and the Trustee will enter into a First Supplement to Trust Agreement dated as of May 1, 2016 (the "First Supplement to Trust Agreement");

WHEREAS, the City and the Trustee desire to amend the Original Sublease as provided in Sections 3.8 and 9.6 thereof, and in connection with the execution of the First Supplement to Trust Agreement and the First Amendment to Site Lease referenced above, in order to substitute certain property known as _____ (the "Additional Property"), as more particularly described in Exhibit C hereto, for _____ (the "Removed Property"), as more particularly described in Exhibit D hereto, all pursuant to Section 7.02 of the Trust Agreement;

WHEREAS, in connection with the increase in the Maximum Principal Amount, the City desires to amend Exhibit B of the Original Sublease;

WHEREAS, the City and the Trustee have duly authorized the execution and delivery of this First Amendment;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. Substitution of Property. The City and the Trustee hereby agree that the Removed Property shall be removed from the Property leased to the Trustee by the City pursuant to the Sublease and the Additional Property shall be added to the Property leased to the Trustee by the City pursuant to the Sublease.

Section 2. Amendment. The definitions of the term "*Component*" set forth in Article I of the Sublease is hereby amended in its entirety and as so amended shall be restated to read as follows:

"Component" means, as the context requires, any parcel or parcels constituting a discrete portion of the Property, including any Property added thereto or substituted therefor pursuant to Section 7.02 of the Trust Agreement, but does not include any property released pursuant to Section 7.02 of the Trust Agreement.

Section 3. Execution in Counterparts. This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4. Original Sublease. Except as amended hereby, the Original Sublease will remain in full force and effect. Reference to this First Amendment need not be made in any note, document, agreement, letter, certificate, the Original Sublease or any communication issued or made subsequent to or with respect to the Original Sublease, it being hereby agreed that any reference to the Original Sublease shall be sufficient to refer to the Original Sublease, as hereby amended.

Section 5. Effective Date. This First Amendment shall be effective, and shall become binding against the City and the Trustee, as of the date hereof.

Section 6. Real Property. The real property encumbered by the Sublease, as amended by the removal of the Removed Property and the addition of the Additional Property, is set forth in Exhibit A hereto, which Exhibit A shall replace Exhibit A to the Original Sublease.

Section 7. Base Rental Payment Schedule. The Base Rental Payment Schedule, as amended, is set forth in Exhibit B hereto, which Exhibit B shall replace Exhibit B to the Original Sublease.

Section 8. Severability. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Sublease as of the date first above written.

CITY AND COUNTY OF SAN FRANCISCO,
as Lessor

By: _____
Director of Public Finance

APPROVED AS TO FORM:

By: _____
City Attorney

U.S. BANK NATIONAL ASSOCIATION, as
Trustee and Lessee

By: _____
Authorized Officer

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description]

EXHIBIT B

BASE RENTAL PAYMENT SCHEDULE

[to come]

EXHIBIT C

ADDITIONAL PROPERTY LEGAL DESCRIPTION

[Insert legal description]

EXHIBIT D

REMOVED PROPERTY LEGAL DESCRIPTION

[Insert legal description]

REVOLVING CREDIT AGREEMENT

Dated as of May 1, 2016

between

CITY AND COUNTY OF SAN FRANCISCO

and

[STATE STREET BANK AND TRUST COMPANY][U.S. BANK NATIONAL ASSOCIATION]

relating to

CITY AND COUNTY OF SAN FRANCISCO

TAX-EXEMPT LEASE REVENUE

COMMERCIAL PAPER CERTIFICATES OF PARTICIPATION, SERIES []

and

CITY AND COUNTY OF SAN FRANCISCO

TAXABLE LEASE REVENUE

COMMERCIAL PAPER CERTIFICATES OF PARTICIPATION, SERIES []

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REVOLVING CREDIT AGREEMENT

REVOLVING CREDIT AGREEMENT, dated as of May 1, 2016, between the CITY AND COUNTY OF SAN FRANCISCO (the "*City*") and [STATE STREET BANK AND TRUST COMPANY][U.S. BANK NATIONAL ASSOCIATION] (together with its successors and assigns, the "*Bank*").

WHEREAS, pursuant to a Trust Agreement, dated as of June 1, 2010, as amended and supplemented by the First Supplement to Trust Agreement dated May 1, 2016, each by and between the City and U.S. Bank National Association, as trustee (the "*Trustee*") as it may be further amended, supplemented, modified or restated from time to time in accordance with the terms and provisions thereof (the "*Trust Agreement*"), the City may from time to time cause the execution and delivery of its Tax-Exempt Lease Revenue Commercial Paper Certificates of Participation, Series [] and Taxable Lease Revenue Certificates of Participation, Series [] (the "*Certificates*" and each, a "*Certificate*") in an aggregate principal amount not to exceed \$75,000,000 at any time;

WHEREAS, the City has requested the Bank to provide liquidity to support such Certificates by making available a revolving line of credit, in an amount not to exceed \$81,750,000 at any time. The Bank is willing to make available such a revolving line of credit to the City, subject to the terms and conditions of this Agreement;

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

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

ARTICLE I

DEFINITIONS

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

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

"*Advance Rate*" means, for any day, a rate per annum equal to: []; *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 of interest then borne by any outstanding Certificate.

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

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

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

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

"Available Interest Commitment" means, and in no event shall it exceed, \$6,750,000 which constitutes two hundred and seventy (270) days of interest at twelve percent (12%) on the maximum Available Principal Commitment calculated on the basis of actual number of days and a 360 day year, such initial amount adjusted from time to time as follows: (a) downward in an amount equal to the Interest Component of any Revolving Loan; (b) upward in an amount equal to the Interest Component of any Revolving Loan that is repaid, pursuant to the terms of Section 2.4 or 2.7 hereof; and (c) downward by an amount that bears the same proportion to the Available Interest Commitment immediately prior to such reduction as the amount of any reduction in the Commitment bears to the Commitment immediately prior to such reduction; *provided, however*, that after giving effect to any such adjustment the Available Interest Commitment shall never exceed \$6,750,000. Any adjustment pursuant to clause (a), (b) or (c) above shall occur simultaneously with the event requiring such adjustment.

"Available Principal Commitment" means, and in no event shall it exceed, \$75,000,000, such initial amount adjusted from time to time as follows: (a) downward in an amount equal to the Principal Component of any Revolving Loan; (b) upward in an amount equal to the Principal Component of any Revolving Loan that is repaid pursuant to the terms of Section 2.4 or 2.7 hereof; and (c) downward by an amount that bears the same proportion to the Available Principal Commitment immediately prior to such reduction as the amount of any reduction in the Commitment bears to the Commitment immediately prior to such reduction; *provided, that*, after giving effect to any such adjustment the Available Principal Commitment shall never exceed \$75,000,000. Any adjustment pursuant to clause (a), (b) or (c) above shall occur simultaneously with the event requiring such adjustment.

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

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

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

"Base Rate" shall mean, for any day, the highest of [_____]. Each determination of the Base Rate by the Bank shall be conclusive and binding absent manifest error.

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

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

"Business Day" means any day other than (i) a Saturday or Sunday or a day on which banking institutions are authorized or required by law or executive order to be closed in the State of California, 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 a Notice of Loan may be presented hereunder.

"CAFR" has the meaning set forth in Section 5.1(a)(i) hereof.

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

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

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

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

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

"Commitment" means an amount equal to the Commitment of the Bank to make Loans to the City, as such amount may be terminated and/or reduced pursuant to Section 2.6 or 7.1 hereof. The City and the Bank agree that the Commitment of the Bank is in an amount equal to \$81,750,000 on the date hereof.

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

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

- (a) the Stated Expiration Date;

(b) the date the Commitment is reduced to zero pursuant to Section 2.6 or Section 7.1 hereof; and

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

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

"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.

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

"Dealer" means, with respect to the Certificates, any Dealer appointed by the City pursuant to a Dealer Agreement, or any successors or assigns permitted under such Dealer Agreement and this Agreement or any other dealer for the Certificates appointed by the City pursuant to the Trust Agreement. The Dealer as of the Effective Date is J.P. Morgan Securities LLC.

"Dealer Agreement" means (i) each Commercial Paper Dealer Agreement, dated as of May __, 2016, between the City and the Dealer, providing for the acceptance by such Dealer of the duties and obligations imposed thereby and imposing certain other duties and obligations as the same shall have been amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof and (ii) any other similar agreement by and between the City and any other dealer for the Certificates appointed by the City pursuant to the Trust Agreement.

"Debt" shall mean, with respect to any Person, (a) all indebtedness of such Person for borrowed money, including without limitation, obligations secured by any of the revenues or assets of such Person and all obligations of such Person evidenced by bonds (including revenue

bonds), debentures, notes or other similar instruments; (b) all obligations of such Person as lessee under capital leases; (c) all obligations of such Person to pay the deferred purchase price of property or services; (d) certificates of participation evidencing an undivided ownership interest in payments made by such Person as lessee under capital leases, as purchaser under an installment sale agreement or otherwise as an obligor in connection therewith; (e) all Guarantees by such Person of Debt of another Person; (f) the face amount of any letter of credit issued for the account of such Person and, without duplication, all drawings made and reimbursement obligations arising thereunder, (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 any Swap Contract; *provided, however*, that Debt shall not include trade payables arising in the ordinary course of business; and *provided, further, however* that with respect to the City, Debt shall exclude conduit, enterprise and other Debt that have no claim on the General Fund of the City.

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

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

"Default Rate" means, on any particular date, a rate of interest per annum equal to the sum of the Base Rate in effect on such date, *plus* [_____].

"Delivery and Paying Agent Agreement" means the Delivery and Paying Agent Agreement, dated as of June 1, 2010, by and between the City and U.S. Bank National Association, as Delivery and Paying Agent for the Certificates, providing for the acceptance by such Delivery and Paying Agent of the duties and obligations imposed thereby and imposing certain other duties and obligations, as the same shall have been amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof.

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

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

"Effective Date" means May [12], 2016, subject to the satisfaction, or waiver by the Bank, of all the conditions precedent set forth in Section 3.1 hereof.

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

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

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

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

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

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

"Federal Funds Rate" means for any day, the 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 the Fee Agreement dated May [12], 2016, between the City and the Bank, as amended, supplemented, modified or restated from time to time and any other agreement delivered in substitution or exchange for such agreement.

"Final Maturity Date" means, with respect to any Loan, the earliest to occur of (i) the date which is five (5) years from the related Funding Date, (ii) the Substitution Date, (iii) the date which is five (5) years from the related Commitment Termination Date, (iv) the date on which the Certificates are no longer outstanding nor may be reissued, (v) the date that the Available Commitment is permanently reduced to zero or this Agreement is otherwise terminated, including upon the occurrence of an Event of Default and (vi) the date on which the City issues Certificates (or other commercial paper notes) or bonds payable from and/or secured

by lease revenue rental payments payable from the General Fund of the City, the proceeds of which could be used to repay such Loan.

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

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

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

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

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

"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.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Offering Memorandum" means the Offering Memorandum dated May __, 2016, with respect to the Certificates, prepared in connection with the Certificates and any amendments or supplements thereto, and the documents, if any, incorporated therein by reference.

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

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

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

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

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

"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.

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

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

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

"Quarterly Payment Date" means the first day of each February, May, August and November.

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

"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 advanced as a Loan hereunder and all obligations to repay the Bank for all Loans, including in each instance all interest accrued thereon.

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

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

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

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

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

"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.

["SIFMA" means the Securities Industry and Financial Markets Association (formerly known as The Bond Market Association and the Public Securities Association), and any successor organization.

"SIFMA Rate" means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by SIFMA or any Person acting in cooperation with or under the sponsorship of SIFMA and acceptable to the Bank and effective from such date. In the event Municipal Market Data no longer produces an index satisfying the requirements of the preceding sentence, the SIFMA Rate (a/k/a, the *"SIFMA Municipal Swap Index"*) shall be deemed to be the S&P Weekly High Grade Index, or if either such index is not available, such other similar national index as reasonably designated by the Bank.]¹

¹ U.S. Bank

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

"Special Event of Default" means any of the Events of Default described in Section 6.1(a)(i), (b) (but only with respect to the City's default in the performance of the covenant set forth in Section 5.1(l) hereof), (e)(i), (f) (but only with respect to the City), (g) (but only with respect to the City), (h)(i), (h)(ii), (k)(iii), (l) hereof.

"Special Lease Obligation Debt" means Debt described in clause (a) of the defined term "Debt" (but in such clause (a), only with respect to such Debt which is evidenced by bonds, debentures, notes (but excluding the principal of and/or interest on commercial paper notes issued by or on behalf of the City so long as the payment of such principal and/or interest is supported by a third-party liquidity facility or a third-party credit facility) or other similar instruments), clause (b) of the defined term "Debt," clause (d) of the defined term "Debt," clause (e) of the defined term "Debt" (but in the case of clause (e), only Debt of others guaranteed by such Person that payable from and/or secured by lease revenue rental payments payable from the General Fund of the City (*provided, however*, that the failure to pay any such guarantee as a result of any set-off, recoupment, counterclaim or any other defense of such Person shall not constitute a failure to pay Debt for purposes of Section 6.1(f) of this Agreement), clause (f) of the defined term "Debt," in each case, of the City payable from and/or secured by lease revenue rental payments payable from the General Fund of the City and which is senior to or on parity with the Certificates and the Revolving Bank Certificate, clause (j) of the defined term "Debt" (but in the case of clause (j), only with respect to such Debt (other than any termination payments thereunder) that provide interest rate support with respect to any Debt of the City payable from and/or secured by lease revenue rental payments payable from the General Fund of the City and which is senior to or on parity with the Certificates and the Revolving Bank Certificate), including, without limitation, all obligations represented by bonds, notes, indentures, certificates, debentures and similar obligations which are payable from and/or secured by lease revenue rental payments payable from the General Fund of the City and which are senior to or on parity with the Certificates and the Revolving Bank Certificate.

"State" means the State of California.

"Stated Expiration Date" means May [11], 2021, as such date may be extended from time to time in accordance with the terms hereof.

"Sublease" means the Sublease dated as of June 1, 2010, as amended and supplemented by the First Amendment to Sublease dated as of May 1, 2016, each by and between the City and the Trustee, as from time to time amended or supplemented in accordance therewith.

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

"Suspension Events" means the occurrence of a Default pursuant to Section 6.1(g)(i) hereof which causes the suspension of the obligations of the Bank hereunder.

"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 set forth in Section 2.9(b) hereof.

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

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

"Termination Fee" has the meaning assigned that term in the Fee Agreement.

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

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

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

Section 1.3. Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted United States accounting principles consistently applied. If, after the Effective Date, there shall occur any change in GAAP from those used in the preparation of the financial statements referred to in Section 5.1(a) hereof and such change shall result in a change in the method of calculation of any financial covenant, standard or term found in this Agreement including, without limitation, a recharacterization of operating leases to the effect that certain operating leases are to be treated as capital leases, either

the City or the Bank may by notice to the other party hereto, require that the Bank and the City negotiate in good faith to amend such covenants, standards, and terms so as equitably to reflect such change in accounting principles, with the desired result being that the criteria for evaluating the financial condition of the City shall be the same as if such change had not been made. No delay by the City or the Bank in requiring such negotiation shall limit their right to so require such a negotiation at any time after such a change in accounting principles. Until any such covenant, standard, or term is amended in accordance with this Section 1.3, financial covenants shall be computed and determined in accordance with GAAP in effect prior to such change in accounting principles.

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

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

ARTICLE II

REVOLVING CREDIT; TERM LOANS

Section 2.1. Commitment to Lend. (a) *Generally.* The City hereby requests the Bank, and the Bank hereby agrees, on the terms and conditions hereinafter set forth, to establish a revolving line of credit for the benefit of the City in an amount not to exceed the Bank's Commitment for the purpose of making Loans to fund the payment by the City of the principal of and interest with respect to any Certificates at the stated maturity thereof in accordance with the terms and provisions of this Agreement and the Trust Agreement.

(b) *Revolving Loans.* The Bank agrees, on the terms and conditions hereinafter set forth, to make Revolving Loans to the City during the Revolving Credit Period in an aggregate amount at any one time outstanding not to exceed the amount of the Bank's Commitment. Each Revolving Loan under this Section 2.1(b) shall be made in an aggregate principal amount equal to the Principal Component plus the Interest Component, as may be requested by the Delivery and Paying Agent, to enable the City to pay the principal and accrued interest with respect to Certificates maturing on the date of such Revolving Loan. The aggregate Principal Component

of all Revolving Loans made on any date shall not exceed the Available Principal Commitment on such date. The aggregate Interest Component of all Revolving Loans made on any date shall equal the lesser of (i) the Available Interest Commitment on such date and (ii) the actual aggregate amount of interest, if any, accrued on the Certificates to be paid with the proceeds of such Revolving Loan. Notwithstanding anything herein to the contrary, the Bank shall have no obligation to make a Revolving Loan if the sum of such Revolving Loan plus the aggregate principal amount of the outstanding Revolving Loans and Term Loans would exceed the Available Commitment then in effect. The City may borrow under this Section 2.1(b), prepay under Section 2.7 hereof, and reborrow under this Section 2.1(b) at any time and from time to time during the Revolving Credit Period (subject to the terms and provisions of this Agreement).

(c) *Term Loans.* The Bank agrees, subject to the terms and conditions hereinafter set forth, to make one or more Term Loans to the City on each Term Loan Conversion Date in an amount equal to the outstanding principal amount of the Principal Advance that matures on the related Term Loan Conversion Date; *provided, however*, that the aggregate outstanding principal amount of all Loans by the Bank shall at no time exceed the amount of the Commitment.

Section 2.2. Method of Borrowing. (a) *Revolving Loans.* (i) The City has, pursuant to the Trust Agreement and the Delivery and Paying Agency Agreement, authorized and directed the Delivery and Paying Agent to act as its agent in the issuance, authentication, delivery and payment of Certificates and in effecting borrowings under this Agreement to pay the principal of Certificates on their respective maturity dates. Each Revolving Loan shall be made upon the Delivery and Payment Agent's irrevocable notice, on behalf of the City, to the Bank by delivery to the Bank of a Notice of Loan substantially in the form of Exhibit B hereto appropriately completed and signed by the Delivery and Paying Agent. Each Notice of Loan must be received by the Bank not later than 12:00 noon (New York time) on the date of the proposed Revolving Loan. Each Notice of Loan shall specify (i) the requested date of the Revolving Loan (which shall be a Business Day), (ii) the principal amount of Revolving Loans to be borrowed and (iii) how much of such Revolving Loan will be used to pay the Principal Component of and Interest Component on the Certificates. Subject to the conditions set forth in this Section and in Section 3.2 hereof, the Bank agrees to honor a Notice of Loan received on any date on which a No-Delivery Notice is in effect pursuant to Section 3.4 hereof that is also a date upon which Certificates are due and payable by making the Revolving Loan requested in accordance with this paragraph (a)(i); *provided, however*, that the Bank shall honor Notices of Loan only for Certificates which were originally issued prior to the issuance of a No-Delivery Notice. Any Notice of Loan received by the Bank shall be irrevocable and binding upon the Delivery and Paying Agent and the City.

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

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

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

Section 2.3. Fees. The City agrees to perform its obligations provided for in the Fee Agreement, including, without limitation, the payment of any and all fees provided for therein at the times and in the amounts set forth therein. The terms and provisions of the Fee Agreement are incorporated herein by reference. All references herein or in any other document to amounts or obligations due hereunder or under this Agreement shall be deemed to include, without limitation, all amounts and obligation due under the Fee Agreement, and any reference to this Agreement shall be deemed to include a reference to the Fee Agreement. All fees paid under this Agreement and the Fee Agreement shall be fully earned when due and nonrefundable when paid.

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

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

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

Section 2.5. Principal Advances. If the Bank shall make any Revolving Loan hereunder with respect to the payment of principal of maturing Certificates and the conditions precedent set forth in Section 3.3 shall have been fulfilled on the Funding Date, and the City (at its option) does not reimburse or cause to be reimbursed the Bank in connection therewith on the same Business Day, then such the Principal Component of such Revolving Loan shall constitute a

principal advance made by the Bank to the City on the date and in the amount of such payment (each such advance being a "*Principal Advance*" and, collectively, the "*Principal Advances*"). The City shall pay or cause to be paid interest on the unpaid amount of each Principal Advance from the date that such Principal Advance is made by the Bank until such amount is repaid in full. Such interest shall be payable monthly in arrears (based on the actual days elapsed since the date of such Principal Advance, divided by 360), on the first Business Day of each calendar month during the term of each Principal Advance and, with respect to any such amount repaid, on the date any such amount is repaid, at a rate per annum equal to the applicable Advance Rate.

Section 2.6. Conversion of Principal Advances to Term Loans; Term Loans; Default Advances. (a) Subject to the satisfaction of the conditions set forth in Section 3.2 hereof, any amount of a Principal Advance (but not a Default Advance) remaining unpaid by the City to the Bank under Section 2.5 hereof on the Term Loan Conversion Date shall be converted to a term loan (each, a "*Term Loan*" and, collectively, the "*Term Loans*"). The City shall repay the principal amount of each Term Loan in installments as to principal, commencing on the first Quarterly Payment Date following the Term Loan Conversion Date, and on each Quarterly Payment Date thereafter, with the final installment in an amount equal to the then outstanding principal amount due and payable on the Final Maturity Date. The principal amount of each Term Loan shall be amortized over the period from the Term Loan Conversion date to the Final Maturity Date in equal quarterly installments of principal; *provided, however*, that the unpaid amount of each Term Loan shall be paid by the City in each year only to the extent of the then fair rental value with respect to the Components subject to the Sublease for such Base Rental Period, and to the extent not so repaid, such Term Loan shall be paid during each subsequent Base Rental Period, to the extent owed, to the extent of the then fair rental value with respect to the Components subject to the Sublease for each such subsequent Base Rental Period, and such Term Loan shall continue to be an obligation of the City pursuant to the Sublease. The City may prepay or cause to be prepaid the outstanding amount of any Term Loan in whole or in part with accrued interest to the date of such prepayment on the amount prepaid. The amount of the Available Commitment and the amounts available to be drawn thereunder by the Delivery and Paying Agent by any Notice of Loan shall not be increased with respect to the conversion of a Principal Advance to a Term Loan.

(b) Each Term Loan shall bear interest at the applicable 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 hereunder pursuant to a Notice of Loan and the conditions set forth in Section 3.3 hereof 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 Principal Advance to the City and the conditions set forth in Section 3.3 hereof shall have not been fulfilled on the Term Loan Conversion Date, or (iii) an Event of Default shall have occurred while any Revolving Loan, Principal Advance, Interest Advance or Term Loan remains outstanding, then, in each case, such payment, Revolving Loan, Principal Advance, Interest Advance or Term Loan, as applicable, shall then constitute or become a default advance made by the Bank to the City on the date of such event and in the amount of such payment or advance

hereunder (each such default advance being a "*Default Advance*" and, collectively, the "*Default Advances*"). The City hereby agrees to pay or cause to be paid to the Bank (i) interest at the Default Rate on any amount of the Default Advance remaining unpaid by the City to the Bank from the date of such Default Advance until payment in full, payable monthly in arrears on the first Business Day of each calendar month, for the immediately preceding calendar month, and (ii) the unpaid amount of each Default Advance payable on each Quarterly Payment Date in an amount equal to the then fair rental value with respect to the Components subject to the Sublease for such quarterly period; *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 Components subject to the Sublease for such Base Rental Period, and to the extent not so repaid, such Default Advance shall be paid during each subsequent Base Rental Period, to the extent owed, to the extent of the then fair rental value with respect to the Components subject to the Sublease for each such subsequent Base Rental Period, and such Default Advance shall continue to be an obligation of the City pursuant to the Sublease.

Section 2.7. Prepayment of Principal Advances, Interest Advances, Default Advances or Term Loans; Reinstatement of Available Commitment. (a) The City may prepay or cause to be prepaid the amount of any Principal Advance, Interest Advance, Default Advance or Term Loan outstanding in whole or in part with accrued interest to the date of such repayment on the amount prepaid. Any prepayment in part under this Section 2.7(a) shall be applied by the Bank against each such Principal Advance, Interest Advance, Default Advance or Term Loan, as the case may be, first to any Default Advance and, thereafter, in the order in which each such Principal Advance, Interest Advance or Term Loan, as the case may be, was made.

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

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

which each such Principal Advance, Interest Advance or Term Loan, as the case may be, was made.

Section 2.8. . Increased Costs; Capital Adequacy. (a) In the event of the adoption after the Effective Date of any law, rule or regulation (domestic or foreign), or any change after the Effective Date in any law, rule or regulation, or the interpretation or application thereof by any court, governmental authority, central bank or comparable authority charged with the enforcement or administration or interpretation thereof, or the compliance with any guidelines or request from any governmental authority, central bank or comparable authority (whether or not having the force of law):

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

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

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

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

resulting in such increased costs, increased capital or reduction in the rate of return, as applicable, as of the date which is 180 days prior to the notification thereof or (ii) such increased costs, increased capital or reduction in the rate of return apply to the Bank or Participant Bank retroactively to a date prior to the date which is 180 days prior to the notification thereof. In making the determinations contemplated by the above referenced certificate, the Bank or such Participant Bank may make such reasonable estimates, assumptions, allocations and the like that the Bank or such Participant Bank in good faith determines to be appropriate.

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

(c) The Bank shall notify the City of any such impending or announced change in law, regulation or interpretation referred to in subsection (a) or (b) of this Section 2.8 promptly upon

receipt by it of actual notice of such change; *provided, however*, that any delay or failure to so notify the City shall not in any manner relieve the City of their obligations under this Section 2.8.

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

(e) The obligations and liabilities under this Section 2.8 shall survive the termination of this Agreement and the Sublease 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 2.3 and Section 2.4 hereof to the Bank of the amount advanced as a Loan pursuant to a Notice of Loan hereunder not later than 4:00 p.m., and (ii) not later than 1:00 p.m. for all other payments, on the day when due, in lawful money of the United States of America to the account of the Bank at the Bank's Office in immediately available funds; *provided, however*, that whenever any payment hereunder or under the Fee Agreement shall be due on a day that is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day, and any interest payable thereon shall be payable for such extended time; and *provided, further* that the City shall be permitted to make any payment pursuant to Section [1.2] 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 2.8 shall be considered to have been made on the next succeeding Business Day. Computations of the Advance Rate, the Base Rate, the Prime Rate,

the Federal Funds Rate], the SIFMA Rate]² and the Default Rate hereunder or under the Fee Agreement shall be made by the Bank on the basis of a year of 360 days for the actual number of days elapsed.

(b) All such payments will be made without counterclaim, setoff, condition or defense, free and clear of, and without deduction or withholding for, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein (but excluding any tax imposed on the overall net income of the Bank or such Participant Bank pursuant to the laws of the jurisdiction (or any political subdivision or taxing authority thereof or therein) in which the principal office of the Bank or such Participant Bank is located) and all interest, penalties or similar liabilities with respect thereto (collectively, "*Taxes*"); *provided, however*, that the City shall have no liability with respect to any Taxes which are imposed on the Bank or any Participant Bank pursuant to the laws of the jurisdiction (or any political subdivision or taxing authority thereof or therein) in which the principal office of the Bank or such Participant Bank is located unless (i) the Bank or such Participant Bank is entitled to the benefits of an income tax treaty with the United States that provides for an exemption from United States withholding tax on interest and other amounts payable to the Bank or such Participant Bank, as the case may be, pursuant to the terms of this Agreement, the Revolving Bank Certificate and any other Related Document, or (ii) all interest and other amounts payable to the Bank or such Participant Bank pursuant to the terms of this Agreement, the Revolving Bank Certificate or any other Related Documents will be effectively connected with the conduct by the Bank or such Participant Bank of a trade or business within the United States. If any Taxes are so levied or imposed, the City agrees to pay or cause to be paid to the Bank on demand the full amount of such Taxes and such additional amounts as may be necessary so that every payment of all amounts due hereunder, under the Revolving Bank Certificate or under any Related Document, after withholding or deduction for or on account of any Taxes, will not be less than the amount provided for herein, in the Revolving Bank Certificate or in such Related Document. The City will deliver to the Bank within forty-five (45) days after the date the payment of any Taxes is due pursuant to applicable law certified copies of tax receipts evidencing such payment by the City. To the extent permitted by law, the City will indemnify and hold harmless the Bank or such Participant Bank and reimburse the Bank upon written request, for the amount of any Taxes so levied or imposed and paid by the Bank or such Participant Bank. The obligations and liabilities under this Section 2.8(b) shall survive the termination of this Agreement and the Sublease 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 March [11], 2021; *provided* that such date shall be subject to extension at any time following the then scheduled Stated Expiration Date, as set forth below. On any date

² U.S. Bank only

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

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

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

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

interest with respect to the related Obligation and the payment of the principal of and interest on the Obligation shall constitute the payment of and principal and interest on the Revolving Bank Certificate and the failure to make any payment on any Obligation when due shall be a failure to make a payment on the Revolving Bank Certificate and the failure to make any payment on the Revolving Bank Certificate when due shall be a failure to make a payment on the Obligation.

Section 2.12. Obligations Absolute. The obligations of the City under this Agreement shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms thereof, under all circumstances whatsoever, including without limitation the following circumstances:

- (a) any lack of validity or enforceability of any of the Related Documents;
- (b) any amendment to, waiver of or consent to departure from any provision of, this Agreement or any of the Related Documents;
- (c) the existence of any claim, set-off, defense or other right which the City may have at any time against the Trustee, the Delivery and Paying Agent, a Dealer or the Bank (other than the defense of the payment to the Bank in accordance with the terms of this Agreement), any successor Delivery and Paying Agent (or any person or entity for whom any such successor may be acting), or any other Person, whether in connection with this Agreement, any Related Document or any unrelated transaction;
- (d) any Notice of Loan or other demand, statement or any other document presented hereunder proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;
- (e) any non-application or misapplication by the Delivery and Paying Agent of the proceeds of any Loan hereunder;
- (f) payment by the Bank hereunder to the person entitled thereto against presentation of a Notice of Loan which does not comply strictly with the terms hereof; or
- (g) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

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

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

Section 2.13. Termination. (a) Notwithstanding any provision of this Agreement or the Fee Agreement to the contrary, the City shall not terminate, replace or permanently reduce the

Commitment prior to the Stated Expiration Date except upon (i) the payment to the Bank of 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 amounts payable hereunder, (iii) the payment to the Bank of all principal and accrued interest owing on the Revolving Bank Certificate 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.

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

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

Section 2.15. Maximum Interest Rate; Payment of Fee. If the rate of interest payable hereunder shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and (B) the Maximum Rate (the "*Excess Interest*"), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed such Maximum Rate, at which time the City shall pay or cause to be paid to the Bank, with respect to amounts then payable to the Bank that are required to accrue interest hereunder, such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Bank to equal such Maximum Rate, which payments of deferred Excess Interest shall continue to apply to such unpaid amounts hereunder until all deferred Excess Interest is fully paid to the Bank. Upon the termination of this Agreement, in consideration for any limitation of the rate of interest which may otherwise be payable hereunder, the City shall pay or cause to be paid to the Bank a fee equal to the amount of all unpaid deferred Excess Interest (the "*Excess Interest Fee*"); *provided* that the Excess Interest Fee shall be payable as and to the extent that the then fair rental value with respect to the Components subject to the Sublease for such Base Rental Period exceeds the sum of all other Reimbursement Obligations remaining unpaid hereunder and the amount of interest accruing on the Certificates during such Base Rental

Period. In accordance with Section 5922 of the California Government Code, the City hereby represents and warrants that the obligations of the City under the Revolving Bank Certificate and all other Reimbursement Obligations hereunder are not subject to any limitation as to maximum interest rate.

Section 2.16. Adjustment of Base Rental. (a) To the extent any Reimbursement Obligation or accrued interest thereon has not been paid as and when due or any deferred Excess Interest remains unpaid, following the Commitment Termination Date and for so long thereafter as any Reimbursement Obligations remain unpaid, the City shall increase the amount of the Base Rental payable under the Sublease for the Property to the greater of (i) the Maximum Base Rental for the Property or (ii) the maximum fair rental value of the Property determined in accordance with subsection (b) below.

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

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

ARTICLE III

CONDITIONS

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

(a) The Bank shall have received:

(i) Certified copies of the resolutions of the City approving this Agreement, the other Related Documents and the other matters contemplated hereby and thereby, and all other documents, including records of proceedings of the City, instruments, governmental approvals, third party approvals and opinions

as the Bank and its counsel may reasonably request evidencing any other necessary action.

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

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

(iv) A letter addressed to the Bank from Jones Hall, A Professional Law Corporation, Special Counsel, entitling the Bank to rely on such firm's approving opinion addressed to the City.

(v) An opinion of Jones Hall, A Professional Law Corporation, Special Counsel, in form and substance satisfactory to the Bank and its counsel, addressed to the Bank, to the effect that (A) this Agreement and the Fee Agreement 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 Revolving Bank Certificate has been duly executed and delivered pursuant to the Trust Agreement in evidence of Loans made by the Bank hereunder and constitutes a legal, valid and binding agreement of the City enforceable against the City in accordance with its terms (except that (i) the enforcement thereof may be limited by bankruptcy and other similar laws relating to creditors' rights, (ii) certain equitable remedies may be unavailable and (iii) the indemnification provision may be limited by securities laws and public policy), (C) this Agreement satisfies the terms and conditions of the Trust Agreement, (D) the Bank is entitled to the benefits of the Trust Agreement on a parity with all holders of the Certificates, (E) the City has the authority and power to execute this Agreement, and (F) that the terms of the Trust Agreement and this Agreement create a valid pledge of and lien of the Pledged Property to secure the Revolving Bank Certificate and the amounts owed to the Bank hereunder and under the Fee Agreement.

(vi) Evidence that the rating assigned to the Certificates by S&P is "A-1+" and by Moody's is "P-1".

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

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

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

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

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

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

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

(xiv) Evidence of the City's current hazard and rental interruption insurance for the Components, 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.

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

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

the Delivery and Paying Agent and the Trustee, in form and substance satisfactory to the Bank and its counsel, and addressed to the Bank.

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

(xviii) 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 this Agreement, the Related Documents and the execution and delivery of the first installment of the Certificates 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 Effective Date hereunder and under the Fee Agreement.

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

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

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

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

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

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

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

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

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

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

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

(e) *No-Delivery Notice.* The Bank shall not have given a No-Delivery Notice.

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

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

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

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

(a) *Existence.* The City is validly existing as a charter city and county duly organized and created and validly existing under the laws and Constitution of the State, with full right and power to own its properties and to carry on its affairs as now being conducted and to cause the execution and delivery of the Certificates, to pledge the security and to execute, deliver and perform its obligations under this Agreement and each Related Document to which it is a party.

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

materially and adversely affect the ability of the City to perform its obligations hereunder or under any other Related Documents to which it is a party.

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

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

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

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

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

(h) *No Proposed Legal Changes.* There is no amendment, or, to the knowledge of the City, no proposed amendment certified for placement on a statewide ballot, to the Constitution of the State of California or any published administrative

interpretation of the Constitution of the State of California or any State of California law, or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect (i) the execution and delivery of this Agreement or the other Related Documents to which the City is a party, or (ii) the performance by the City of its obligations under this Agreement or the other Related Documents to which the City is a party.

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

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

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

(l) *Financial Information.* The consolidated statement of financial position of the City as of June 30, 2015, 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 Certificates will be or have been used to extend credit to others for the purpose of purchasing or carrying any margin stock.

(p) *ERISA.* Other than as disclosed in writing to the Bank prior to the Effective Date, the City does not maintain or contribute to, and has not maintained or contributed to, any Plan that is subject to Title IV of ERISA and does not have any 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 Property is an essential asset of the City necessary to serve the needs of the residents of the City. The City believes that at all times while any rental payments or any obligation of the City under the Related Documents remains unpaid, the Property will remain an essential asset of the City.

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

by the Property and the benefits therefrom which will accrue to the City and the general public.

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

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

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

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

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

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

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

(ii) to the best of the City's knowledge, the City (A) does not conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (i) above, (B) does not deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (C) does not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempt to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

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

ARTICLE V

COVENANTS

Section 5.1. Covenants. The City agrees that so long as any amounts may be drawn hereunder or any amount payable hereunder remains unpaid:

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

(i) as promptly as available, and in any event no later than 270 days after the end of each fiscal year of the City, 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 Certificates; and

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

All factual information hereinafter delivered by City in writing to the Bank will be, to the knowledge of the authorized person delivering such information after reasonable inquiry, accurate and complete in all material respects on the date as of which such information is certified.

(b) *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) *Outstanding Certificates Plus Interest Thereon Not to Exceed Available Commitment; No-Delivery after Receipt of No-Delivery Notice.*

(i) The City will instruct the Delivery and Paying Agent not to authenticate or deliver any Certificate if, immediately after the authentication and delivery of, and receipt of payment for, such Certificate, the sum of (A) the face value of all discount Certificates and (B) the principal amount of all outstanding non-discount Certificates plus all interest to accrue on such non-discount Certificates to the maturity date thereof, would exceed the Available Commitment.

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

(e) *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.

(f) *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.

(g) *Other Obligations.* The City will comply with and observe all other obligations and requirements set forth in the Trust Agreement and each other Related Document to which it is a party (including without limitation all provisions therein for the benefit of the Bank) in all material respects and in all laws, statutes and regulations

binding upon it, noncompliance with which would materially adversely affect the City's ability to perform its obligations under the Certificates, this Agreement or any of the Related Documents.

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

(i) *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.

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

(k) *Limitation on Voluntary Liens.* (i) The City shall not create a pledge, lien or charge on any part of the Property or the Pledged Property, other than the lien in favor of holders of the Certificates and the Bank. (ii) The City covenants to keep the Components and all parts thereof free from judgments, and materialmen's and mechanics' liens, claims, demands, encumbrances, liabilities and other liens of whatever nature or character, which, in each case, might hamper the City in utilizing the Components; and promptly, upon request of the Bank, to take such action from time to time as may be reasonably necessary or proper to remedy or cure any cloud upon or defect in the title to the Components or any part thereof, whether now existing or hereafter developing, to prosecute all actions, suits, or other proceedings as may be reasonably appropriate for such purpose.

(l) *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.

(m) *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.

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

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

(p) *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.

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

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

(s) *Covenants and Legal Duties.* Subject to Section 3.1(g) of the Sublease, the City agrees to include all Minimum Required Rental Payments and Additional Rental due under the Sublease in each Fiscal Year in its annual budget and to make the necessary annual appropriations for all such Minimum Required Rental Payments and Additional Rental, and for all Minimum Supplemental Rental Payments, if any, subject to Section 3.5 of the Sublease. The covenants on the part of the City herein contained and in the Sublease shall be deemed to be and shall be construed to be duties imposed by law, and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform such covenants and agreements.

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

(u) *Ratings.* The City shall give written notice to the Bank as soon as practicable of the increase, decrease, withdrawal or suspension of any rating maintained by Moody's, Fitch or S&P, to the extent such Rating Agency is then maintaining a rating on Lease Obligation Debt, in respect of the City's unenhanced Lease Obligation Debt, unless such rating is terminated due to the payment in full of such certificates of participation; *provided* that the requirement to provide such notice shall be satisfied if such information is publicly available on the Electronic Municipal Market Access system maintained by the Municipal Securities Rulemaking Board. The City shall cause to be maintained at all times long-term unenhanced ratings on its Lease Obligation Debt from at least two (2) of Moody's, Fitch and S&P.

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

(w) *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.

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

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

(z) *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 and (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.

(aa) *Future Credit Facilities.* (i) In the event that the City shall, directly or indirectly, enter into or otherwise consent to any Bank Agreement, which such Bank Agreement provides such Person with additional or more restrictive covenants, additional or more restrictive events of default, shorter amortization periods with respect to term outs and/or rights or remedies than are provided to the Bank in this Agreement or a

maximum rate with respect to the obligations under the related Bank Agreement in excess of 12% per annum (any such right, an "*Additional Right*"), any such Additional Right shall automatically be deemed to be incorporated into this Agreement and the Bank shall have the benefits of such Additional Right. Upon the request of the Bank, the City shall promptly, enter into an amendment to this Agreement to include such Additional Right, provided that the Bank shall maintain the benefit of such Additional Right even if the City fails to provide such amendment. Notwithstanding the foregoing, no Additional Right (except for those relating to shorter amortization periods with respect to term outs or a maximum rate as described further below) shall be incorporated by reference into this Agreement, and the City shall have no obligation to enter into an amendment to include any such Additional Right, if the related Bank Agreement is entered into by the City after the four (4) month anniversary of the Effective Date; except that any Additional Right relating to shorter amortization periods with respect to term outs or a maximum rate with respect to the obligations under the related Bank Agreement in excess of 12% per annum shall be incorporated herein by reference pursuant to this Section 5.1(aa), and the City shall enter into an amendment hereto to include such Additional Right, no matter when such Bank Agreement is entered into. If the City shall amend the related Bank Agreement such that it no longer provides for such Additional Right, then, without the consent of the Bank this Agreement shall be deemed to automatically no longer contain the related Additional Right and the Bank shall no longer have the benefits of any such Additional Right.

(ii) Notwithstanding anything to the contrary set forth in this Agreement, (1) the obligations of the Bank hereunder may not be immediately terminated or suspended other than as a result of a Special Event of Default or a Suspension Event (in each case, as such terms are defined as of the Effective Date or as amended pursuant to any amendment hereto provided that, in connection with any such amendment, (a) the then-current ratings on the Certificates (and the City shall use its best efforts to cause each such Rating Agency to provide a rating confirmation within thirty (30) days of the date on which the related Bank Agreement becomes effective) shall have been confirmed by each Rating Agency then rating the Certificates and (b) such amendment shall only become effective on a date on which all Certificates have matured (and the City shall (x) use its best efforts to cause any Certificates outstanding on and after the date on which the related Bank Agreement becomes effective to be rolled only to the maturity date of the longest maturity date of any outstanding Certificates on the date on which the related Bank Agreement becomes effective and (y) update the Offering Memorandum with respect to the related changes prior to offering Certificates after such date with the amendments)) and (2) no additional condition precedent to the extension of Revolving Loans may be added to Section 3.2 hereof unless in connection with such amendment the then-current ratings on the Certificates have been confirmed by each Rating Agency then rating the Certificates (and the City shall use its best efforts to cause each such Rating Agency to provide a rating confirmation prior to the date on which the related Bank Agreement becomes effective).

(iii) The City shall not, directly or indirectly, enter into or otherwise consent to any Bank Agreement, which such Bank Agreement provides the counterparty thereto

with additional or more restrictive events of default the remedy for which is in an immediate termination or suspension of the obligations of the related provider than are provided to the Bank in this Agreement or which are incorporated into this Agreement pursuant to an amendment referred to in Section 5.1(aa)(i) hereof.

(bb) *Fair Rental Value.* In the event the aggregate fair rental value of all of the Components is less than the aggregate principal of and interest on all Term Loans 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 Bank's obligations hereunder or to otherwise refinance the Certificates.

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

ARTICLE VI

EVENTS OF DEFAULT

Section 6.1. 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 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, (iii) any other Obligation (other than Obligations specified in clause (i) or (ii) of this Section 6.1(a)) as and when due hereunder and the continuance of such failure for a period of thirty (30) days after written notice thereof or (iv) the principal of any Certificate when due, but the case of this clause (iv) only, solely in the event a Suspension Event has occurred and is continuing;

(b) The City shall default in the performance of any of the covenants set forth in Section 5.1(b), (d), (g), (j), (k)(i), (l), (n), (o), (q), (r), (s), (t), (v), (w) or (z)(ii) hereof;

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

(d) Any representation, warranty, certification or statement made by the City (or incorporated by reference) in this Agreement or by the City in any other Related

Document or in any certificate, financial statement or other document delivered pursuant to this Agreement or any other Related Document shall prove to have been incorrect in any material respect when made or deemed made;

(e) (i)(A) The City shall fail to pay when due and payable any principal of or interest on any Special Lease Obligation Debt (including, in each case, without limitation, any principal or sinking fund installments but excluding a failure to pay any amount described in clause (f) of the definition of "Debt" herein which has been accelerated pursuant to the terms of a letter of credit, credit agreement, standby bond purchase agreement or other similar instrument), and such failure shall continue beyond any applicable period of grace specified in any underlying indenture, contract or instrument providing for the creation of or concerning the Special Lease Obligation Debt; or any failure to pay the principal of or interest on any Special Lease Obligation Debt under any indenture, contract or instrument providing for the creation of or concerning such Special Lease Obligation Debt shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such failure to pay the principal of or interest on any Special Lease Obligation Debt is to accelerate, or to permit the acceleration of, the maturity of such Special Lease Obligation Debt or (B) the City shall fail to pay, when due and payable, any interest on any commercial paper notes issued by or on behalf of the City which constitute Special Lease Obligation Debt; or (ii) the City shall (A) fail to make any payment on any Material City Debt (other than the Certificates or as set forth in clause (i) of this paragraph (e)) or any interest or premium thereon when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Material City Debt; or (B) fail to perform or observe any term, covenant or condition on its part to be performed or observed under any agreement or instrument relating to any Material City Debt when required to be performed or observed, and such failure shall not be waived and shall continue after the later of (1) five 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 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;

(g) (i) A case or other proceeding shall be commenced against the City or the Trustee (x) seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or (y) seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or any writ, judgment, warrant of attachment, execution or similar process against all or any substantial part of its assets, and such involuntary case shall remain undismissed and unstayed for a period of sixty (60) days; or (ii) an order for relief shall be entered against the City 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 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) (i) Any provision of this Agreement, the Certificates, the Revolving Bank Certificate, the Delivery and Paying Agent Agreement, or the Trust Agreement related to the payment of principal or interest with respect to the Certificates or the Revolving Bank Certificate or the pledge of the Pledged Property shall at any time for any reason cease to be valid and binding or fully enforceable on the City as determined by any Governmental Authority of competent jurisdiction in a final nonappealable judgment, or (ii)(a) the validity or enforceability of any provision of this Agreement, the Certificates, the Revolving Bank Certificate, the Delivery and Paying Agent Agreement or the Trust Agreement related to the payment of principal or interest with respect to the Certificates or the Revolving Bank Certificate or the pledge of the Pledged Property shall be contested by the City or (b) any Governmental Authority having appropriate jurisdiction over the City shall make a finding or ruling or shall enact or adopt legislation or issue an executive order or enter a judgment or decree which contests the validity or enforceability of any provision of this Agreement, the Certificates, the Revolving Bank Certificate, the Delivery and Paying Agent Agreement or the Trust Agreement related to the payment of principal or interest with respect to the Certificates or the Revolving Bank Certificate or the pledge of the Pledged Property, or (c) the City shall deny that it has any or further liability or obligation under this Agreement, the Certificates, the Revolving Bank Certificate, the Delivery and Paying Agent Agreement or the Trust Agreement or (iii) any provision of this Agreement or any Related Document other than a provision described in clause (i) and (ii) of this Section 6.1(h) shall cease for any reason whatsoever to be a valid and binding agreement of the City or the Trustee, or the City or the Trustee shall contest the validity or enforceability thereof;

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

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

(k) (i) Any long-term unenhanced rating assigned by Moody's, Fitch or S&P (to the extent such Rating Agency is then maintaining a rating on Lease Obligation Debt) to any Lease Obligation Debt shall be withdrawn, suspended or otherwise unavailable for credit related reasons, (ii) any long-term unenhanced ratings assigned by Moody's, Fitch or S&P (to the extent such Rating Agency is then maintaining a rating on Lease Obligation Debt) on any Lease Obligation Debt shall be reduced below "Baa1" (or its equivalent), "BBB+" (or its equivalent) or "BBB+" (or its equivalent), respectively, or (iii) the long-term unenhanced rating assigned by Moody's, Fitch or S&P (to the extent such Rating Agency is then maintaining a rating on Lease Obligation Debt) to any Lease Obligation Debt shall be withdrawn or suspended for credit related reasons or reduced below "Baa3" (or its equivalent), "BBB-" (or its equivalent) and "BBB-" (or its equivalent), respectively; *provided, however*, that, for purposes of Section 6.01(k)(ii) hereof, Lease Obligation Debt shall mean, (x) in the case of Moody's, if Moody's assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by Moody's, (y) in the case of S&P, if S&P assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by S&P, and (z) in the case of Fitch, if Fitch assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by Fitch);

(l) 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 Obligation Debt; or

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

Section 6.2. Upon an Event of Default. If any Event of Default shall have occurred and be continuing, the Bank may declare the Revolving Bank Certificate, in whole or in part, all or some Reimbursement Obligations, as well as any other Obligation, and all interest thereon to be a Default Advance hereunder due and payable in the manner set forth in Section 2.6(c) hereof. Notwithstanding anything to the contrary contained in the preceding sentence, upon the

occurrence or existence of an Event of Default of the type described in Section 6.1(f) or (g) hereof, the remedies described in the immediately preceding sentence shall occur immediately and automatically without notice or further action on the part of the Bank or any other person. Anything in Article 2 hereof the contrary notwithstanding, from and after the occurrence an Event of Default, all Obligations shall bear interest at the Default Rate.

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

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

Upon the occurrence of a Default under Section 6.1(g)(i) hereof, the obligation of the Bank to make Revolving Loans hereunder shall be automatically and immediately suspended until the proceeding referred to therein is terminated prior to the court entering an order granting the relief sought in such proceeding. In the event such proceeding is terminated, the obligation of the Bank to make Loans hereunder shall be reinstated and the terms of this Agreement will continue in full force and effect (unless the obligation of the Bank to make Loans hereunder shall have otherwise expired or terminated in accordance with the terms hereof or there has occurred a Special Event of Default) as if there had been no such suspension.

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

Nothing contained in Section 6.2 shall result in, or be construed to require, an acceleration of Base Rental under the Sublease and nothing contained in this Section 6.2 is intended to abrogate abatement of Base Rental made in accordance with the terms of the Sublease.

Section 6.3. Suits at Law or in Equity and Mandamus. If any Event of Default shall occur, then and in every such case the Bank shall be entitled to proceed to protect and enforce its rights by such appropriate judicial proceeding as it may deem most effectual to protect and enforce any such right, either by suit, in equity, or by action at law, whether for the specific performance of any covenant or agreement contained in this Agreement, in aid of the exercise of any power granted in this Agreement, or to enforce any other legal or equitable right vested in the Bank by this Agreement, the Revolving Bank Certificate or by law. The provisions of this Agreement shall be a contract with each and every Holder and the duties of the City shall be enforceable by any Holder by mandamus or other appropriate suit, action, or proceeding in any court of competent jurisdiction.

Section 6.4. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised at any time or from time to time, and as often as may be necessary, by any Holder.

ARTICLE VII

MISCELLANEOUS

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

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

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

If to the City:

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

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

[State Street Bank and Trust Company]
[Address]
Attention: []

Telephone: [() -]

Facsimile: [() -]

[U.S. Bank National Association]

[Address]

Attention: []

Telephone: [() -]

Facsimile: [() -]

With a copy to:

[State Street Bank and Trust Company

One Lincoln Street, 5th Floor

Boston, Massachusetts 02111

Attention: Mimi Li

Telephone: (617) 664-3196

Facsimile: (617-946-0188]

[U.S. Bank National Association]

Attention: []

Telephone: [() -]

Facsimile: [() -]

If to **[State Street Bank and Trust Company][U.S. Bank National Association]** for payment of obligations hereunder or under the Fee Agreement:

Wire instructions with respect to Facility or Other Fees:

[State Street Bank and Trust Company

ABA #

Account Name:

Account Number:

Reference:]

[U.S. Bank National Association]

[ABA #]

Account Name:

Account Number:

Reference:]

Wire instructions to Revolving Credit Agreement reimbursement of Loans:

[State Street Bank and Trust Company

ABA #
Account Name:
Account Number:
Reference:]

[U.S. Bank National Association]
[ABA # - - - -]
Account Name:
Account Number:]

If to the Delivery and Paying Agent:

[U.S. Bank National Association,
as Delivery and Paying Agent
100 Wall Street, Suite 1600
New York, New York 10005
Attention: Corporate Trust Department
Facsimile: (212) 514-6841]

If to the Trustee:

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

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

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

Section 7.4. Indemnification. (a) The City, to the extent permitted by law, hereby indemnify and hold the Bank, and its directors, officers, employees and agents (the "*Indemnified Parties*") harmless from and against any and all claims, damages, losses, liabilities, costs or

expenses which such Indemnified Parties may incur or which may be claimed against such Indemnified Parties by any person, as well as to the extent set forth in Section 5.1(w) hereof or by reason of or in connection with (i) the offering, sale, remarketing or resale of the Certificates (including, without limitation, by reason of any untrue statement or alleged untrue statement of any material fact contained or incorporated by reference in the Related Documents or in any supplement or amendment to the Offering Memorandum or any similar disclosure document (other than in connection with a description of the Bank), or the omission or alleged omission to state therein a material fact necessary to make such statements, in the light of the circumstances in which they are or were made, not misleading (other than in connection with a description of the Bank)); (ii) the validity, sufficiency, enforceability or genuineness of any Related Document; (iii) the execution of the Agreement and the Fee Agreement or the use of any proceeds of Loans; (iv) the execution, delivery and performance of this Agreement, or the making or the failure to honor a properly presented and conforming request for Loans hereunder; or (v) any Property; *provided, however*, that the City shall not be required to indemnify an Indemnified Party pursuant to this Section 7.4 for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Bank as determined by a final and nonappealable judgment of a court of competent jurisdiction.

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

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

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

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

Section 7.5. Liability of the Bank. Neither the Bank nor any of its officers, directors, employees or agents shall be liable or responsible for (i) the use which may be made of the proceeds of any Certificates or any Loans hereunder, (ii) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon (other than the validity as against the Bank of any agreement to which the Bank is a party), even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged, (iii) the lack of validity or enforceability of this Agreement, the Certificates, any other Related Document or any other agreement or instrument relating thereto (other than the validity or enforceability as against the Bank of any agreement to which the Bank is a party), (iv) payment by the Bank against presentation of documents that do not comply strictly with the terms of this Agreement, including failure of any documents to bear any reference or adequate reference to the Agreement, (v) errors, omissions, interruptions or delays in transmission or delivery of any messages, by telex, mail, cable, telegraph, facsimile or otherwise, whether or not they have been in cipher, including any Loans hereunder, (vi) errors in interpretation of technical terms, (vii) any consequences arising from causes beyond the control of the Bank, including, without limitation, any acts of governmental entities, or (viii) any other circumstances whatsoever in making or failing to make payment hereunder; *provided*, that the City shall have claims against the Bank, and the Bank shall be liable to the City to the extent of any direct, as opposed to consequential, special, punitive, exemplary or indirect damages suffered by the City which the City proves were caused by (i) the Bank's willful misconduct or gross negligence in determining whether any Notice of Loan presented under this Agreement complied with the terms thereof, or (ii) the Bank's willful failure to honor a properly presented and conforming Notice of Loan required to be honored by it hereunder. In furtherance and not in limitation of the foregoing, the Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information (other than actual knowledge to the contrary) to the contrary.

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

Section 7.7. Binding Effect. (a) This Agreement shall become effective when it shall have been executed by the City and the Bank and thereafter shall be binding upon and inure to the benefit of the City and the Bank and their respective successors and assigns, except that the

City shall not have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of the Bank.

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

(c) Any assignment by the Bank of its rights hereunder or any interests herein shall satisfy the conditions precedent to the acceptance of an Alternate Credit Facility under the Trust Agreement. Notwithstanding any other provision of this Agreement, the Bank may assign and pledge all or any portion of the obligations owing to it hereunder or under the other Related Documents to any Federal Reserve Bank or the United States Treasury as collateral security pursuant to Regulation A of the Board of Governors of the Federal Reserve System and any Operating Circular issued by such Federal Reserve Bank, *provided* that any payment in respect of such assigned obligations made by the City to the Bank in accordance with the terms of this Agreement shall satisfy the City's obligations hereunder in respect of such assigned obligation to the extent of such payment. No such assignment shall release the Bank from its obligations hereunder.

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

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

Section 7.9. Governing Law; Jurisdiction; Waiver of Jury Trial. (a) This Agreement shall be governed by, and construed in accordance with, the internal laws of the State[]; ***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))***³.

³ State Street

(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]⁴ for the purpose of any suit, action or other proceeding arising out of or relating to this Agreement; service of process may be accomplished by registered mail, return receipt requested to each of the parties at the address listed for notice in Section 7.2 hereof.

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

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

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

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

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

⁴ State Street

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

(b) The City shall ensure that (a) no person who controls the City 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, and (b) the Certificates proceeds shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Further, the City shall comply with all applicable Bank Secrecy Act ("*BSA*") laws and regulations, as amended. The City agrees to provide documentary and other evidence of City's identity as may be requested by the Bank at any time to enable the Bank to verify the City's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the Patriot Act.

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

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

Section 7.16. Arm's Length Transaction. The transaction described in this Agreement is an arm's length, commercial transaction between the City and the Bank in which: (i) the Bank is acting solely as a principal (*i.e.*, as a lender) and for its own interest; (ii) the Bank is not acting as a municipal advisor or financial advisor to the City; (iii) the Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank or any of its affiliates has provided other services or is currently providing other services to the City on other matters); (iv) the only obligations the Bank has to the City with respect to this transaction are set forth in this Agreement; and (v) the Bank is not recommending that the City take an action with respect to the transaction described in this Agreement and the other Related Documents, and before taking any action with respect to the this transaction, the City should discuss the information contained herein with the City's own legal, accounting, tax, financial and other advisors, as the City deems appropriate.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY AND COUNTY OF SAN FRANCISCO

By _____
Name: _____
Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By _____
Name: _____
Title: _____

**[STATE STREET BANK AND TRUST
COMPANY][U.S. BANK NATIONAL
ASSOCIATION]**

By _____
Name: _____
Title: _____

EXHIBIT A

REVOLVING BANK CERTIFICATE

\$81,750,000

CITY AND COUNTY OF SAN FRANCISCO (the "*City*"), for value received, hereby promises to pay to [STATE STREET BANK AND TRUST COMPANY][U.S. BANK NATIONAL ASSOCIATION] (the "*Bank*"), or registered assigns, at the principal office of the Bank in [Boston, Massachusetts][Los Angeles, California], the sum of EIGHTY-ONE MILLION SEVEN HUNDRED FIFTY THOUSAND U.S. DOLLARS (\$81,750,000) or, if less, the aggregate unpaid principal amount of all Loans (as such term is defined in the Credit Agreement hereinafter defined) made by the Bank to the City, payable at such times as are specified in the Revolving Credit Agreement, and (ii) interest on the unpaid principal amount of each Loan made by the Bank, from the date of each such Loan until such principal amount is paid in full, at such interest rates, and payable at such times, as are specified in the Credit Agreement; *provided, however*, all principal of, and all earned interest then accrued on, this Revolving Bank Certificate shall be fully and finally due and payable on the Final Maturity Date (as defined in the Credit Agreement).

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

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

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

This Revolving Bank Certificate evidences indebtedness incurred under, and is subject to the terms and provisions of, a Revolving Credit Agreement dated as of May 1, 2016 as the same may at any time be amended or modified and in effect (the "*Credit Agreement*"), between the City and County of San Francisco and the Bank, to which reference is hereby made for a statement of said terms and provisions, including those under which this Revolving Bank Certificate may be paid prior to its due date or its due date accelerated. The obligations of the City hereunder are payable solely from the Pledged Property in accordance with the terms of the Related Documents.

The City hereby agrees to pay or cause to be paid all expenses, including reasonable attorneys' fees and legal expenses, incurred by the holder of this Revolving Bank Certificate in

endeavoring to collect any amounts payable hereunder which are not paid when due whether by acceleration or otherwise.

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

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

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

IN WITNESS WHEREOF, the City and County of San Francisco has caused this Revolving Bank Certificate to be duly executed in its name and on its behalf by a duly authorized officer as of this [12]th day of May, 2016.

CITY AND COUNTY OF SAN FRANCISCO

By _____
Name: _____
Title: _____

[illegible]

EXHIBIT B

EXHIBIT B

FORM OF NOTICE OF LOAN

To: **[State Street Bank and Trust Company][U.S. Bank National Association]**

Reference is made to that certain Revolving Credit Agreement, dated as of May 1, 2016 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "*Agreement*," the terms defined therein being used herein as therein defined), between City and County of San Francisco. The Delivery and Paying Agent, pursuant to Section 2.2(a) and related provisions of the Agreement, issues this Notice of Loan to be made under the Agreement as follows:

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

_____;

2. Principal Amount of Revolving Loan:

(a) Interest Component: \$ _____

(b) Principal Component: \$ _____

3. Maturity Date:

_____;

The City and County of San Francisco, represents and warrants that the conditions set forth in Article IV of the Credit Agreement shall have been satisfied.

[The proceeds of the Loans shall be transferred to Account No. _____, at _____ (the "*Delivery and Paying Agent*").]

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

Date of this Notice of Loan: _____

[DELIVERY AND PAYING AGENT]

By _____
Title: _____

With a copy to:

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

Attention: City Controller

EXHIBIT C

CITY REQUIREMENTS

1. Nondiscrimination; Penalties.

(a) *Nondiscrimination.* In 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.

FEE AGREEMENT
DATED AS OF MAY [12], 2016

Reference is hereby made to that certain Revolving Credit Agreement dated as of May 1, 2016 (the "*Agreement*"), by and between the City and County of San Francisco (the "*City*") and State Street Bank and Trust Company (the "*Bank*"), relating to the City and County of San Francisco Tax-Exempt Lease Revenue Commercial Paper Certificates of Participation, Series 1 and the City and County of San Francisco Taxable Lease Revenue Commercial Paper Certificates of Participation, Series 1-T (the "*Certificates*"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The purpose of this Fee Agreement is to confirm the agreement between the Bank and the City with respect to the Commitment Fees (as defined below) and certain other fees payable by the City to the Bank. This Fee Agreement is the Fee Agreement referenced in the Agreement and the terms hereof are incorporated by reference into the Agreement. This Fee Agreement and the Agreement are to be construed as one agreement between the City and the Bank, and all obligations hereunder are to be construed as obligations thereunder. All references to amounts due and payable under the Agreement will be deemed to include all amounts, fees and expenses payable under this Fee Agreement.

ARTICLE I. FEES.

Section 1.1. Commitment Fee. The City hereby agrees to pay to the Bank a non-refundable commitment fee quarterly in arrears on the first Business Day of each August, November, February and May (each such date referred to herein as a "*Quarterly Payment Date*") (commencing on August 1, 2016, for the period from and including the Effective Date to and including July 31, 2016) occurring prior to the Commitment Termination Date and on the Commitment Termination Date, for each day during the immediately preceding fee period, in an amount equal to the product of the rate per annum specified in the applicable Level corresponding to the Rating (as defined below) in the below pricing matrix (the "*Commitment Fee Rate*") and the Available Commitment for each such day and actual number of days elapsed (the "*Commitment Fee*") during each related fee period.

				COMMITMENT FEE
LEVEL	FITCH RATING	S&P RATING	MOODY'S RATING	RATE
Level 1	AA- or above	AA- or above	Aa3 or above	0.45%
Level 2	A+	A+	A1	0.55%
Level 3	A	A	A2	0.65%
Level 4	A-	A-	A3	0.75%
Level 5	BBB+	BBB+	Baa1	0.90%

The term "*Rating*" as used above shall mean the lowest long-term unenhanced debt ratings assigned by each of Fitch, S&P and Moody's to any unenhanced Lease Obligation Debt of the City (without giving effect to any bond insurance or other credit enhancement thereon);

provided, however, that for purposes of the foregoing sentence, Lease Obligation Debt shall mean, (x) in the case of Moody's, if Moody's assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by Moody's, (y) in the case of S&P, if S&P assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by S&P, and (z) in the case of Fitch, if Fitch assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by Fitch. In the event (i) all three Rating Agencies provide a Rating, the Commitment Fee Rate shall be based on the lowest Rating, (ii) only two Rating Agencies provide a Rating and there is a split Rating (i.e., one of the Rating Agency's Ratings is at a different level than the Rating of the other Rating Agency), the Commitment Fee Rate shall be based upon the lower Rating and (iii) only one Rating Agency provides a Rating, the Facility Fee Rate shall be based on such Rating. Any change in the Commitment Fee Rate resulting from a change in a Rating shall be and become effective as of and on the date of the announcement of the change in such Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration or realignment of the long-term unenhanced debt rating of any unenhanced Lease Obligation Debt of the City in connection with the adoption of a "global" rating scale, each of the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The City represents that as of the Effective Date, the Commitment Fee Rate is that specified above for Level 1. Upon the occurrence and during the continuance of an Event of Default or in the event any Rating is suspended or withdrawn, the Commitment Fee Rate shall immediately and without notice equal the sum of the Commitment Fee Rate set forth in Level 5 above *plus* 1.00%. The Commitment Fees shall be payable quarterly in arrears, together with interest on the Commitment Fees from the date three (3) Business Days after payment is due until payment in full at the Default Rate. Such Commitment Fees shall be payable in immediately available funds and computed on the basis of a 360-day year and the actual number of days elapsed.

Section 1.2. Fee. The City agrees to pay to the Bank, on the date of any drawing under the Agreement, a non-refundable draw fee (each, a "*Draw Fee*") of \$250 for each draw under the Agreement; *provided, however*, that in no event shall the aggregate amount of all Draw Fees paid in any one calendar year exceed \$2,000.

Section 1.3. Transfer Fee. Upon the date a successor Issuing and Paying Agent is appointed under the Resolution, the City agrees to pay to the Bank a non-refundable transfer fee in an amount equal to \$5,000, plus, in each case, the reasonable fees and expenses of counsel to the Bank, payable on the date of such transfer.

Section 1.4. Amendment Fee. The City shall pay to the Bank a non-refundable amendment, standard waiver or consent fee in an amount equal to \$5,000 (or such other amount reasonably determined by the Bank and agreed to by the City) for any change in the terms of pledged security, collateral, covenants or provisions in the Agreement or the Related Documents or waiver or consent requested by the City, plus the Bank's reasonable costs and expenses

(including, without limitation, reasonable attorneys' fees and expenses) which the Bank may incur by reason of or in connection with such change, waiver or consent, payable not later than the effective date of each such amendment, standard waiver or consent.

Section 1.5. Termination Fee. Notwithstanding anything set forth herein or in the Agreement to the contrary, the City agrees not to terminate or replace the Agreement or the Commitment prior to the one (1) year anniversary of the Effective Date, without the payment by the City to the Bank of a non-refundable termination fee in an amount equal to the product of (A) the Commitment Fee Rate in effect on the date of termination or replacement, (B) the Commitment as of the date of termination, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such termination to and including the one (1) year anniversary of the Effective Date, and the denominator of which is 360; *provided further, however,* that no termination fee shall become payable under this Section 1.5 if the City terminates or replaces the Agreement or the Commitment pursuant to the terms hereof and of the Agreement as the result of (i) the Bank's senior unsecured short-term ratings having been reduced below "A-1" (or its equivalent) by S&P, "P-1" (or its equivalent) by Moody's, or "F-1" (or its equivalent) by Fitch or (ii) the Bank's imposition of and the City's payment of increased costs pursuant to Section 2.10 of the Agreement.

Section 1.6. Reduction Fees. Notwithstanding the foregoing and anything set forth herein or in the Agreement to the contrary, the City agrees not to permanently reduce the Commitment prior to the one (1) year anniversary of the Effective Date, without the payment by the City to the Bank of a non-refundable reduction fee in connection with each and every permanent reduction of the Commitment in an amount equal to the product of (A) the Commitment Fee Rate in effect on the date of such reduction, (B) the difference between the Commitment prior to such reduction and the Commitment after such reduction, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such reduction to and including the one (1) year anniversary of the Effective Date, and the denominator of which is 360; *provided, however,* that no reduction fee shall become payable under this Section 1.6 if the City permanently reduces the Commitment pursuant to the terms hereof and of the Agreement as the result of (i) the Bank's senior unsecured short-term ratings having been reduced by any Rating Agency below "A-1" (or its equivalent) by S&P, "P-1" (or its equivalent) by Moody's, or "F-1" (or its equivalent) by Fitch or (ii) the Bank's imposition of and the City's payment of increased costs pursuant to Section 2.10 of the Agreement.

ARTICLE II. MISCELLANEOUS.

Section 2.1. Out-of-Pocket Expenses; Administration. (a) The City shall pay to the Bank promptly upon receipt of invoice any and all reasonable fees and expenses of the Bank (including the out-of-pocket expenses of the Bank, and the reasonable fees of domestic and foreign counsel to the Bank, plus disbursements of domestic and foreign counsel to the Bank), all payable in accordance with this Fee Agreement. The reasonable fees of counsel to the Bank shall be paid directly to Chapman and Cutler LLP in accordance with the instructions provided by Chapman and Cutler LLP.

(b) The City further agrees to pay all of the Bank's out-of-pocket expenses (including, without limitation, reasonable fees and disbursements of counsel for the Bank) arising in connection with the administration and enforcement of, preservation of rights in connection with a workout, restructuring or default under, or amendment or waiver with respect to the Agreement and the other Related Documents.

Section 2.2. Amendments. No amendment to this Fee Agreement shall become effective without the prior written consent of the City and the Bank.

Section 2.3. Governing Law. THIS FEE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA; *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).

Section 2.4. Counterparts. This Fee Agreement may be executed in two or more counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one instrument.

Section 2.5. Severability. Any provision of this Fee 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 non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 2.6. No Disclosure. Unless required by law, the City shall not deliver or permit, authorize or consent to the delivery of this Fee Agreement to a Dealer or any other Person for delivery to the Municipal Securities Rulemaking Board unless the Bank provides its prior written consent.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Fee Agreement to be duly executed and delivered by their respective representatives as of date first set forth above.

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____
Name: _____
Title: _____

STATE STREET BANK AND TRUST COMPANY

By: _____
Name: _____
Title: _____

FEE AGREEMENT
DATED AS OF MAY [12], 2016

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LEVEL	FITCH RATING	S&P RATING	MOODY'S RATING	COMMITMENT FEE
				RATE
Level 1	AA- or above	AA- or above	Aa3 or above	0.45%
Level 2	A+	A+	A1	0.55%
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Level 5	BBB+	BBB+	Baa1	0.90%

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Section 2.3. Governing Law. THIS FEE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA; *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).

Section 2.4. Counterparts. This Fee Agreement may be executed in two or more counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one instrument.

Section 2.5. Severability. Any provision of this Fee 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 non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 2.6. No Disclosure. Unless required by law, the City shall not deliver or permit, authorize or consent to the delivery of this Fee Agreement to a Dealer or any other Person for delivery to the Municipal Securities Rulemaking Board unless the Bank provides its prior written consent.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Fee Agreement to be duly executed and delivered by their respective representatives as of date first set forth above.

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____
Name: _____
Title: _____

STATE STREET BANK AND TRUST COMPANY

By: _____
Name: _____
Title: _____

FEE AGREEMENT
DATED AS OF MAY [12], 2016

Reference is hereby made to that certain Revolving Credit Agreement dated as of May 1, 2016 (the "*Agreement*"), by and between the City and County of San Francisco (the "*City*") and State Street Bank and Trust Company (the "*Bank*"), relating to the City and County of San Francisco Tax-Exempt Lease Revenue Commercial Paper Certificates of Participation, Series 1 and the City and County of San Francisco Taxable Lease Revenue Commercial Paper Certificates of Participation, Series 1-T (the "*Certificates*"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The purpose of this Fee Agreement is to confirm the agreement between the Bank and the City with respect to the Commitment Fees (as defined below) and certain other fees payable by the City to the Bank. This Fee Agreement is the Fee Agreement referenced in the Agreement and the terms hereof are incorporated by reference into the Agreement. This Fee Agreement and the Agreement are to be construed as one agreement between the City and the Bank, and all obligations hereunder are to be construed as obligations thereunder. All references to amounts due and payable under the Agreement will be deemed to include all amounts, fees and expenses payable under this Fee Agreement.

ARTICLE I. FEES.

Section 1.1. Commitment Fee. The City hereby agrees to pay to the Bank a non-refundable commitment fee quarterly in arrears on the first Business Day of each August, November, February and May (each such date referred to herein as a "*Quarterly Payment Date*") (commencing on August 1, 2016, for the period from and including the Effective Date to and including July 31, 2016) occurring prior to the Commitment Termination Date and on the Commitment Termination Date, for each day during the immediately preceding fee period, in an amount equal to the product of the rate per annum specified in the applicable Level corresponding to the Rating (as defined below) in the below pricing matrix (the "*Commitment Fee Rate*") and the Available Commitment for each such day and actual number of days elapsed (the "*Commitment Fee*") during each related fee period.

LEVEL	FITCH RATING	S&P RATING	MOODY'S RATING	COMMITMENT FEE
				RATE
Level 1	AA- or above	AA- or above	Aa3 or above	0.45%
Level 2	A+	A+	A1	0.55%
Level 3	A	A	A2	0.65%
Level 4	A-	A-	A3	0.75%
Level 5	BBB+	BBB+	Baa1	0.90%

The term "*Rating*" as used above shall mean the lowest long-term unenhanced debt ratings assigned by each of Fitch, S&P and Moody's to any unenhanced Lease Obligation Debt of the City (without giving effect to any bond insurance or other credit enhancement thereon);

provided, however, that for purposes of the foregoing sentence, Lease Obligation Debt shall mean, (x) in the case of Moody's, if Moody's assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by Moody's, (y) in the case of S&P, if S&P assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by S&P, and (z) in the case of Fitch, if Fitch assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by Fitch. In the event (i) all three Rating Agencies provide a Rating, the Commitment Fee Rate shall be based on the lowest Rating, (ii) only two Rating Agencies provide a Rating and there is a split Rating (i.e., one of the Rating Agency's Ratings is at a different level than the Rating of the other Rating Agency), the Commitment Fee Rate shall be based upon the lower Rating and (iii) only one Rating Agency provides a Rating, the Facility Fee Rate shall be based on such Rating. Any change in the Commitment Fee Rate resulting from a change in a Rating shall be and become effective as of and on the date of the announcement of the change in such Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration or realignment of the long-term unenhanced debt rating of any unenhanced Lease Obligation Debt of the City in connection with the adoption of a "global" rating scale, each of the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The City represents that as of the Effective Date, the Commitment Fee Rate is that specified above for Level 1. Upon the occurrence and during the continuance of an Event of Default or in the event any Rating is suspended or withdrawn, the Commitment Fee Rate shall immediately and without notice equal the sum of the Commitment Fee Rate set forth in Level 5 above *plus* 1.00%. The Commitment Fees shall be payable quarterly in arrears, together with interest on the Commitment Fees from the date three (3) Business Days after payment is due until payment in full at the Default Rate. Such Commitment Fees shall be payable in immediately available funds and computed on the basis of a 360-day year and the actual number of days elapsed.

Section 1.2. Fee. The City agrees to pay to the Bank, on the date of any drawing under the Agreement, a non-refundable draw fee (each, a "*Draw Fee*") of \$250 for each draw under the Agreement; *provided, however*, that in no event shall the aggregate amount of all Draw Fees paid in any one calendar year exceed \$2,000.

Section 1.3. Transfer Fee. Upon the date a successor Issuing and Paying Agent is appointed under the Resolution, the City agrees to pay to the Bank a non-refundable transfer fee in an amount equal to \$5,000, plus, in each case, the reasonable fees and expenses of counsel to the Bank, payable on the date of such transfer.

Section 1.4. Amendment Fee. The City shall pay to the Bank a non-refundable amendment, standard waiver or consent fee in an amount equal to \$5,000 (or such other amount reasonably determined by the Bank and agreed to by the City) for any change in the terms of pledged security, collateral, covenants or provisions in the Agreement or the Related Documents or waiver or consent requested by the City, plus the Bank's reasonable costs and expenses

(including, without limitation, reasonable attorneys' fees and expenses) which the Bank may incur by reason of or in connection with such change, waiver or consent, payable not later than the effective date of each such amendment, standard waiver or consent.

Section 1.5. Termination Fee. Notwithstanding anything set forth herein or in the Agreement to the contrary, the City agrees not to terminate or replace the Agreement or the Commitment prior to the one (1) year anniversary of the Effective Date, without the payment by the City to the Bank of a non-refundable termination fee in an amount equal to the product of (A) the Commitment Fee Rate in effect on the date of termination or replacement, (B) the Commitment as of the date of termination, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such termination to and including the one (1) year anniversary of the Effective Date, and the denominator of which is 360; *provided further, however,* that no termination fee shall become payable under this Section 1.5 if the City terminates or replaces the Agreement or the Commitment pursuant to the terms hereof and of the Agreement as the result of (i) the Bank's senior unsecured short-term ratings having been reduced below "A-1" (or its equivalent) by S&P, "P-1" (or its equivalent) by Moody's, or "F-1" (or its equivalent) by Fitch or (ii) the Bank's imposition of and the City's payment of increased costs pursuant to Section 2.10 of the Agreement.

Section 1.6. Reduction Fees. Notwithstanding the foregoing and anything set forth herein or in the Agreement to the contrary, the City agrees not to permanently reduce the Commitment prior to the one (1) year anniversary of the Effective Date, without the payment by the City to the Bank of a non-refundable reduction fee in connection with each and every permanent reduction of the Commitment in an amount equal to the product of (A) the Commitment Fee Rate in effect on the date of such reduction, (B) the difference between the Commitment prior to such reduction and the Commitment after such reduction, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such reduction to and including the one (1) year anniversary of the Effective Date, and the denominator of which is 360; *provided, however,* that no reduction fee shall become payable under this Section 1.6 if the City permanently reduces the Commitment pursuant to the terms hereof and of the Agreement as the result of (i) the Bank's senior unsecured short-term ratings having been reduced by any Rating Agency below "A-1" (or its equivalent) by S&P, "P-1" (or its equivalent) by Moody's, or "F-1" (or its equivalent) by Fitch or (ii) the Bank's imposition of and the City's payment of increased costs pursuant to Section 2.10 of the Agreement.

ARTICLE II. MISCELLANEOUS.

Section 2.1. Out-of-Pocket Expenses; Administration. (a) The City shall pay to the Bank promptly upon receipt of invoice any and all reasonable fees and expenses of the Bank (including the out-of-pocket expenses of the Bank, and the reasonable fees of domestic and foreign counsel to the Bank, plus disbursements of domestic and foreign counsel to the Bank), all payable in accordance with this Fee Agreement. The reasonable fees of counsel to the Bank shall be paid directly to Chapman and Cutler LLP in accordance with the instructions provided by Chapman and Cutler LLP.

(b) The City further agrees to pay all of the Bank's out-of-pocket expenses (including, without limitation, reasonable fees and disbursements of counsel for the Bank) arising in connection with the administration and enforcement of, preservation of rights in connection with a workout, restructuring or default under, or amendment or waiver with respect to the Agreement and the other Related Documents.

Section 2.2. Amendments. No amendment to this Fee Agreement shall become effective without the prior written consent of the City and the Bank.

Section 2.3. Governing Law. THIS FEE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA; *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).

Section 2.4. Counterparts. This Fee Agreement may be executed in two or more counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one instrument.

Section 2.5. Severability. Any provision of this Fee 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 non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 2.6. No Disclosure. Unless required by law, the City shall not deliver or permit, authorize or consent to the delivery of this Fee Agreement to a Dealer or any other Person for delivery to the Municipal Securities Rulemaking Board unless the Bank provides its prior written consent.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Fee Agreement to be duly executed and delivered by their respective representatives as of date first set forth above.

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____
Name: _____
Title: _____

STATE STREET BANK AND TRUST COMPANY

By: _____
Name: _____
Title: _____

OFFERING MEMORANDUM

Dated: _____, 2016

[City Seal]

NOT TO EXCEED \$75,000,000

**CITY AND COUNTY OF SAN FRANCISCO
TAX-EXEMPT LEASE REVENUE COMMERCIAL
PAPER CERTIFICATES OF PARTICIPATION,
SERIES 1**

**CITY AND COUNTY OF SAN FRANCISCO
TAXABLE LEASE REVENUE COMMERCIAL
PAPER CERTIFICATES OF PARTICIPATION,
SERIES 1-T**

Supported by an revolving line of credit issued by:

[State Street Bank and Trust Company Logo]

State Street Bank and Trust Company

**Ratings: Moody's "____"
S&P "____"
Fitch "____"**

Dealer: [J.P.Morgan logo]

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OFFERING MEMORANDUM DATED: _____, 2016

Aggregate Principal Amount Not to Exceed \$75,000,000

City and County of San Francisco
Tax-Exempt Lease Revenue Commercial Paper
Certificates of Participation, Series 1

City and County of San Francisco
Taxable Lease Revenue Commercial Paper
Certificates of Participation, Series 1-T

The purpose of this Offering Memorandum is to provide certain general information in connection with the delivery and sale by the City and County of San Francisco (the "City") of City and County of San Francisco Tax-Exempt Lease Revenue Commercial Paper Certificates of Participation, Series 1 (the "Series 1 Certificates"), and City and County of San Francisco Taxable Lease Revenue Commercial Paper Certificates of Participation, Series 1-T (the "Series 1-T Certificates"). The Series 1 Certificates and the Series 1-T Certificates are collectively referred to herein as the "Commercial Paper Certificates." Capitalized terms used but not defined herein shall have the meanings set forth in the Trust Agreement (as hereinafter defined).

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Special Counsel to the City; subject, however, to continuing compliance with certain tax covenants described herein, interest with respect to the Series 1 Certificates executed and delivered on May __, 2016, and any Series 1 Certificates executed and delivered from time to time by the City through November __, 2017 that the City elects to treat as part of the same issue of Series 1 Certificates as the Series 1 Certificates executed and delivered on May __, 2016, is excluded from gross income of the owners thereof for federal income tax purposes and is not a specific item of tax preference for purposes of the federal alternative minimum tax and is not included in the adjusted current earnings of corporations for purposes of calculating the alternative minimum tax. Interest with respect to the Series 1-T Certificates is not excluded from gross income for federal income tax purposes. In addition, in the opinion of Special Counsel to the City, under existing statutes, interest with respect to the Commercial Paper Certificates is exempt from personal income taxes imposed by the State of California. See "TAX MATTERS."

State Street Bank and Trust Company (the "Bank"), will establish a revolving line of credit under a Revolving Credit Agreement (the "Liquidity Agreement") to secure payment of the Commercial Paper Certificates. If for any reason the Bank fails to make a payment due under the Liquidity Agreement, it is unlikely that the City would have sufficient funds on hand and available to make the corresponding payment of principal of and/or interest on the Commercial Paper Certificates apart from the City's obligation to make Base Rental Payments.

Under certain circumstances, the Liquidity Agreement is subject to immediate termination or suspension without notice or payment. See "The Liquidity Agreement" herein.

The City will also deliver and sell City and County of San Francisco Tax-Exempt Lease Revenue Commercial Paper Certificates of Participation, Series 2 (the "Series 2 Certificates"), and City and County of San Francisco Taxable Lease Revenue Commercial Paper Certificates of Participation, Series 2-T (the "Series 2-T Certificates"). The prepayment of the Series 2 Certificates and Series 2-T Certificates is secured by a revolving line of credit established by U.S. Bank National Association. The Series 2 Certificates and the Series 2-T Certificates are not being offered pursuant to this Offering Memorandum.

The information in this Offering Memorandum has been obtained from the City, the Bank and other sources believed to be reliable. The references herein to the Trust Agreement, the Commercial Paper Certificates, the Liquidity Agreement and the Delivery and Paying Agent Agreement (all as hereinafter defined) do not purport to be complete or definitive, do not constitute summaries thereof, and are qualified in their entirety by reference to the provisions thereof. The information and expressions of opinion in this Offering Memorandum are subject to change without notice after the date hereof and future

use of this Offering Memorandum shall not otherwise create any implication that there has been no change in the matters referred to in this Offering Memorandum since the date hereof.

This Offering Memorandum is not to be construed as a contract between the City and the purchasers of the Commercial Paper Certificates. Prospective purchasers of the Commercial Paper Certificates are expected to conduct their own review and analysis before making an investment decision.

THE CITY AND COUNTY OF SAN FRANCISCO

The City is the economic and cultural center of the San Francisco Bay Area and northern California. The corporate limits of the City encompass over 93 square miles, of which 49 square miles are land, with the balance consisting of tidelands and a portion of the San Francisco Bay (the "Bay"). The City is located at the northern tip of the San Francisco Peninsula, bounded by the Pacific Ocean to the west, the Bay to the east, the entrance to the Bay and the Golden Gate Bridge to the north, and San Mateo County to the south. Silicon Valley is about a 40-minute drive to the south, and the wine country is about an hour's drive to the north. The City's most recently completed Comprehensive Annual Financial Report (the "CAFR") for fiscal year 2014-15 estimated the City's 2009 population at 864,421.

The San Francisco Bay Area consists of the nine counties contiguous to the Bay: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma Counties (collectively, the "Bay Area"). The economy of the Bay Area includes a wide range of industries, supplying local needs as well as the needs of national and international markets. Major business sectors in the Bay Area include retail, entertainment and the arts, conventions and tourism, service businesses, banking, professional and financial services, corporate headquarters, international and wholesale trade, multimedia and advertising, biotechnology and higher education.

The City is a major convention and tourist destination. According to the San Francisco Convention & Visitors Bureau, a non-profit membership organization, during the calendar year 2014, more than 18 million people visited the City and spent an estimated \$10.67 billion. The City is also a leading center for financial activity in California and is the headquarters of the Twelfth Federal Reserve District, the Eleventh District Federal Home Loan Bank, and the San Francisco regional Office of Thrift Supervision.

The City benefits from a highly skilled, educated and professional labor force. The Controller of the City (the "Controller") estimates that per-capita personal income of the City for [2014] was \$_____. The San Francisco Unified School District operates 16 transitional kindergarten schools, 72 elementary and K-8 schools, 12 middle schools, 18 senior high schools, and 46 state-funded preschool sites, and sponsors 13 independent charter schools. Higher education institutions located in the City include the University of San Francisco, California State University-San Francisco, University of California-San Francisco (a medical school and health science campus), the University of California Hastings College of the Law, the University of the Pacific's School of Dentistry, Golden Gate University, City College of San Francisco (a public community college), the Art Institute of California – San Francisco, the San Francisco Conservatory of Music, the California Culinary Academy, and the Academy of Art University.

San Francisco International Airport ("SFO"), located 14 miles south of downtown San Francisco in an unincorporated area of San Mateo County and owned and operated by the City, is the principal commercial service airport for the Bay Area and one of the nation's principal gateways for Pacific traffic. In fiscal year 2014-15, SFO serviced approximately 46 million passengers. The City is also served by the Bay Area Rapid Transit District (electric rail commuter service linking the City with the East Bay and the San Francisco Peninsula), Caltrain (a conventional commuter rail line linking the City with the Peninsula), and bus and ferry services between the City and residential areas to the north, east and south of the City. San Francisco Municipal Railway, operated by the City, provides bus and streetcar service within the City. The Port of San Francisco (the "Port"), which administers 7.5 miles of Bay waterfront held in "public trust" by the Port on behalf of the people of California, promotes a balance of maritime-related commerce, fishing, recreational, industrial and commercial activities and natural resource protection.

The City is governed by a Board of Supervisors elected from eleven districts to serve four-year terms, and a Mayor who serves as chief executive officer, elected citywide to a four-year term. Edwin M. Lee has served as the Mayor of the City since 2012. The City's fiscal year 2015-16 adopted budget includes \$8.92 billion of expenditures and reserves, of which \$4.6 billion was allocated to the General Fund of the City and \$4.32 billion was allocated to all other funds, including enterprise fund departments, such as the San Francisco International Airport, San Francisco Municipal Transportation Authority, and the San Francisco Public Utilities Commission. The CAFR estimates that the City employed approximately 30,150 full-time-equivalent employees at the end of fiscal year 2014-15. Fiscal year 2014-15 total assessed valuation of taxable property in the City is approximately \$182.75 billion.

THE COMMERCIAL PAPER CERTIFICATES

The Commercial Paper Certificates represent interests in Base Rental required to be made by the City under a Sublease, dated as of May 1, 2010, as amended by a First Amendment to Sublease, dated as of May 1, 2016 (as amended, the "Sublease"), between the City and U.S. Bank National Association, as Trustee (the "Trustee"), entered into pursuant to the Charter of the City and Resolutions No. 85-09, adopted by the City on March 24, 2009 and _____, adopted by the City on _____, 2016, providing for the lease by the City from the Trustee of certain real property (the "Property"). Under the Sublease, the City is required, so long as it has the benefit of the use and occupancy of the Property, to pay to Trustee specified rental payments (the "Base Rental") and to pay certain "Additional Rental" (which is not pledged to the payment of principal and interest of the Commercial Paper Certificates).

The City has covenanted in the Sublease that so long as the Property is available for its use, the City will take such action as may be necessary to include the Base Rental payments in its annual budget and to make the necessary annual appropriations therefor. The obligation of the City to make Base Rental payments (other than from certain sources specified in the Sublease) may be abated in whole or in part during any period in which by reason of material damage to or destruction of the Property, or condemnation of or defects in the title of the Property, there is substantial interference with the use and occupancy by the City of any portion of the Property. Such abatement will continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction. The Base Rental and Additional Rental will be payable from the City's general fund.

The Commercial Paper Certificates will be executed and delivered pursuant to a Trust Agreement, dated as of June 1, 2010, as supplemented by a First Supplement to Trust Agreement, dated as of May 1, 2016 (as supplemented, the "Trust Agreement"), between the City and the Trustee, and a Delivery and Paying Agent Agreement, dated as of _____, 201__ (the "Delivery and Paying Agent Agreement"), between the City and U.S. Bank National Association, as Delivery and Paying Agent (the "Delivery and Paying Agent"). The aggregate principal amount of Commercial Paper Certificates at any time outstanding may not exceed \$75,000,000. The Series 2 Certificates and the Series 2-T Certificates will also be executed and delivered pursuant to the Trust Agreement and will also represent interests in Base Rental required to be paid by the City under the Sublease.

The Commercial Paper Certificates will be delivered from time to time to provide moneys to pay Project Costs, to fund capitalized interest and to capital fees and expenses with respect to Commercial Paper Certificates, to pay costs incurred in connection with the delivery of Commercial Paper Certificates and to pay principal and interest of maturing Commercial Paper Certificates, all as set forth in the Trust Agreement. The Trust Agreement defines "Project Costs" as the costs of the acquisition, construction, development and financing of capital facilities and improvements thereto, capital expenditures and extraordinary costs, and includes, without limitation, the costs of engineering, architectural services, plans, specification, surveys and estimates of costs, the costs of any taxes or assessments paid or to be paid in connection with the transfer of any property related to the capital facilities; the costs of any indemnity or surety bonds or other insurance with respect to the acquisition, construction, development or financing of any capital facilities; the costs of software, computer upgrades and consulting fees related thereto; costs of issuance of the Commercial Paper Certificates, including without limitation, expenses relating to registering or qualifying the Commercial Paper Certificates for distribution in any jurisdiction of

the United States, discounts, commissions, financing charges and fees and expenses of underwriters, dealers, remarketing agents, rating agencies, attorneys, accountants, advisors and consultants, letter of credit fees payable with respect to the Commercial Paper Certificates, the premium payable with respect to any insurance policy with respect to the Commercial Paper Certificates, the costs of audit and any credit enhancement facility; the cost of title insurance; any reimbursements payments to the City; fees and expenses of the Trustee and the Delivery and Paying Agent; the administrative expenses of the City attributable to the capital facilities, including, without limitation, compensation of officers, directors, employees, agents, attorneys, accountants and consultants of the City and any fees and expenses of the Trustee and the Delivery and Paying Agent during construction; and such other costs, whether or not specified herein, as may be necessary or incidental to the acquisition, construction, development or financing of the capital facilities and any improvements thereto and the placing of the same in operation, and such other costs and expenses for changes, alterations and additions to the capital facilities requested by the City.

The Commercial Paper Certificates will be dated the date of their respective authentication and issuance, will be issued in book-entry form only, in denominations of \$100,000 and in integral multiples of \$1,000 in excess of \$100,000, and will each bear interest at a separately stated interest rate not to exceed 12% per annum.

The Commercial Paper Certificates will be delivered as fully registered certificates and registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"), New York, New York. Beneficial ownership interests in the Commercial Paper Certificates will be available in book-entry form only, and purchasers of the Commercial Paper Certificates will not receive certificates representing their interests in the Commercial Paper Certificates purchased. While held in book-entry only form, the Trustee will make all payments of principal and interest with respect to the Commercial Paper Certificates by wire transfer to DTC or its nominee as the sole registered owner of the Commercial Paper Certificates. Payments to the beneficial owners are the responsibility of DTC and its participants. See Appendix B—"INFORMATION REGARDING DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Each Commercial Paper Certificate (i) will evidence interest payable at maturity at an annual rate calculated on the basis of a year of 365/366 days and actual days elapsed with respect to the Series 1 Certificates and a year of 360 days and actual days elapsed with respect to the Series 1-T Certificates, (ii) will mature not more than 270 days after its date, but not later than five days prior to the Stated Expiration Date (defined below) of the Liquidity Agreement, and (iii) will mature on a Business Day. No Commercial Paper Certificates can be delivered by the Delivery and Paying Agent if such delivery would result in the aggregate principal amount of the Commercial Paper Certificates to be outstanding together with interest accrued or to accrue thereon being in excess of the Available Commitment.

THE LIQUIDITY AGREEMENT

Capitalized terms used in this section "THE LIQUIDITY AGREEMENT" and not otherwise defined shall have the meaning given to such terms as set forth in the Liquidity Agreement.

The following is a summary of certain provisions of the Liquidity Agreement. The revolving line of credit is established pursuant to the terms and conditions of a Revolving Credit Agreement, dated as of May 1, 2016, between the Bank and the City. This summary is not to be considered a full statement of the terms of the Liquidity Agreement and accordingly is qualified by reference thereto and is subject to the full text thereof.

Under certain circumstances, the Liquidity Agreement is subject to immediate termination or suspension without notice or payment.

At the request and for the account of the City, the Bank will establish a revolving line of credit in favor of the Delivery and Paying Agent in the maximum available amount equal to \$81,750,000, (the "Available Commitment") which may be drawn upon from time to time in respect of the principal and

actual interest accrued on the Commercial Paper Certificates. The Available Commitment in effect from time to time shall be subject to reductions and reinstatements as set forth in the Liquidity Agreement. The Bank will advance loans under the Liquidity Agreement to the extent necessary to pay principal of and interest on Commercial Paper Certificates. Loans advanced under the Liquidity Agreement will reduce the Commitment available, subject to reinstatement as provided in the Liquidity Agreement. All Loans advanced under the Liquidity Agreement will be paid with the Bank's own immediately available funds and will not be paid directly or indirectly from funds or collateral on deposit with or for the account of, or pledged with or for the account of, the Bank by the City.

Under the Trust Agreement, the City and the Delivery and Paying Agent may not cause the execution and delivery of Commercial Paper Certificates unless the City has certified to the Delivery and Paying Agent that the Loan will, upon the execution and delivery of such Commercial Paper Certificates, be in an amount sufficient to pay the principal of all outstanding Commercial Paper Certificates and interest thereon at the rates then in effect, with respect to the Commercial Paper Certificates through the maturity dates thereof. Additionally, prior to the execution and delivery of Commercial Paper Certificates, the City must comply with certain conditions precedent set forth in the Liquidity Agreement.

The obligation of the Bank to make a Loan under the Liquidity Agreement on any date is subject to the conditions precedent that, on the date of such Loan: (1) the Bank shall have received a properly presented and conforming Notice of Loan from the Delivery and Paying Agent delivered not later than the time specified in the Liquidity Agreement and (2) no Special Event of default shall have occurred and no Suspension Event shall have occurred and be continuing.

Events of Default

The occurrence of any of the following events shall constitute an "Event of Default" under the Liquidity Agreement:

(a) The City shall fail to pay (i) any Reimbursement Obligation or interest thereon as and when due thereunder, (ii) any commitment or other fees with respect to the Loans or the Liquidity Agreement as and when due thereunder and the continuance of such failure for a period of three (3) Business Days, (iii) any other Obligation as and when due thereunder and the continuance of such failure for a period of thirty (30) days after written notice thereof or (iv) the principal of any Commercial Paper Certificate when due, but in the case of this clause (iv) only, solely in the event a Suspension Event has occurred and is continuing;

(b) The City shall default in the performance of certain covenants set forth in the Liquidity Agreement, including the covenant to maintain its existence as a charter city and county under the laws and Constitution of the State of California, the default of which is a Special Event of Default;

(c) The City shall default in the performance of any other term, covenant or agreement set forth in the Liquidity Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof shall have been given to the City by the Bank;

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

(e) (i)(A) The City shall fail to pay when due and payable any principal of or interest on any Special Lease Obligation Debt (including, in each case, without limitation, any principal or sinking fund installments but excluding a failure to pay any amount described in clause (f) of the definition of "Debt" herein which has been accelerated pursuant to the terms of a letter of credit, credit agreement, standby bond purchase agreement or other similar instrument), and such failure shall continue beyond

any applicable period of grace specified in any underlying indenture, contract or instrument providing for the creation of or concerning the Special Lease Obligation Debt; or any failure to pay the principal of or interest on any Special Lease Obligation Debt under any indenture, contract or instrument providing for the creation of or concerning such Special Lease Obligation Debt shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such failure to pay the principal of or interest on any Special Lease Obligation Debt is to accelerate, or to permit the acceleration of, the maturity of such Special Lease Obligation Debt or (B) the City shall fail to pay, when due and payable, any interest on any commercial paper notes issued by or on behalf of the City which constitute Special Lease Obligation Debt; or (ii) the City shall (A) fail to make any payment on any Material City Debt (other than the Certificates or as set forth in clause (i) of this paragraph (e)) or any interest or premium thereon when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Material City Debt; or (B) fail to perform or observe any term, covenant or condition on its part to be performed or observed under any agreement or instrument relating to any Material City Debt when required to be performed or observed, and such failure shall not be waived and shall continue after the later of (1) five 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 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;

(g) (i) A case or other proceeding shall be commenced against the City or the Trustee (x) seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or (y) seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or any writ, judgment, warrant of attachment, execution or similar process against all or any substantial part of its assets, and such involuntary case shall remain undismissed and unstayed for a period of sixty (60) days; or (ii) an order for relief shall be entered against the City 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 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) (i) Any provision of the Liquidity Agreement, the Commercial Paper Certificates, the Revolving Bank Certificate, the Delivery and Paying Agent Agreement, or the Trust Agreement related to the payment of principal or interest on the Commercial Paper Certificates or the Revolving Bank Certificate or the pledge of the Pledged Property shall at any time for any reason cease to be valid and binding or fully enforceable on the City as determined by any Governmental Authority of competent jurisdiction in a final nonappealable judgment, or (ii)(a) the validity or enforceability of any provision of this Agreement, the Commercial Paper Certificates, the Revolving Bank Certificate, the Delivery and Paying Agent Agreement or the Trust Agreement related to the payment of principal or interest on the Commercial Paper Certificates or the Revolving Bank Certificate or the pledge of the Pledged Property shall be contested by the City or (b) any Governmental Authority having appropriate jurisdiction over the

City shall make a finding or ruling or shall enact or adopt legislation or issue an executive order or enter a judgment or decree which contests the validity or enforceability of any provision of the Liquidity Agreement, the Commercial Paper Certificates, the Revolving Bank Certificate, the Delivery and Paying Agent Agreement or the Trust Agreement related to the payment of principal or interest on the Commercial Paper Certificates or the Revolving Bank Certificate or the pledge of the Pledged Property, or (c) the City shall deny that it has any or further liability or obligation under the Liquidity Agreement, the Commercial Paper Certificates, the Revolving Bank Certificate, the Delivery and Paying Agent Agreement or the Trust Agreement or (iii) any provision of this Agreement or any Related Document other than certain provisions of the Liquidity Agreement shall cease for any reason whatsoever to be a valid and binding agreement of the City or the Trustee, or the City or the Trustee shall contest the validity or enforceability thereof;

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

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

(k) (i) Any long-term unenhanced rating assigned by Moody's, Fitch or S&P (to the extent such Rating Agency is then maintaining a rating on Lease Obligation Debt) to any Lease Obligation Debt shall be withdrawn, suspended or otherwise unavailable for credit related reasons, (ii) any long-term unenhanced ratings assigned by Moody's, Fitch or S&P (to the extent such Rating Agency is then maintaining a rating on Lease Obligation Debt) on any Lease Obligation Debt shall be reduced below "Baa1" (or its equivalent), "BBB+" (or its equivalent) or "BBB+" (or its equivalent), respectively, or (iii) the long-term unenhanced rating assigned by Moody's, Fitch or S&P (to the extent such Rating Agency is then maintaining a rating on Lease Obligation Debt) to any Lease Obligation Debt shall be withdrawn or suspended for credit related reasons or reduced below "Baa3" (or its equivalent), "BBB-" (or its equivalent) and "BBB-" (or its equivalent), respectively; *provided, however*, that, Lease Obligation Debt shall mean, (x) in the case of Moody's, if Moody's assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by Moody's, (y) in the case of S&P, if S&P assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by S&P, and (z) in the case of Fitch, if Fitch assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by Fitch);

(l) 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" shall have occurred under any Bank Agreement related to any Lease Obligation Debt, as defined in such agreement.

Special Events of Default

The occurrence of any of the Events of Default described in Sections (a)(i), (b) (where noted above), (e)(i), (f) (but only with respect to the City), (g) (but only with respect to the City), (h)(i), (h)(ii), (k)(iii) and (l) above are Special Events of Default, which shall cause the automatic and immediate termination of the obligations of the Bank under the Liquidity Agreement.

Suspension Events

The occurrence of the Event of Default pursuant to Section (g)(i) above is a Suspension Event, which causes the suspension of the obligations of the Bank under the Liquidity Agreement.

Remedies

If any Event of Default shall have occurred and be continuing, the Bank may declare the Revolving Bank Certificate, in whole or in part, all or some Reimbursement Obligations, as well as any other Obligation, and all interest thereon to be a Default Advance under the Liquidity Agreement due and payable in the manner set forth in the Liquidity Agreement. Notwithstanding anything to the contrary contained in the preceding sentence, upon the occurrence or existence of an Event of Default of the type described in clause (f) or (g) above, the remedies described in the immediately preceding sentence shall occur immediately and automatically without notice or further action on the part of the Bank or any other person and the remedy described in the immediately preceding sentence shall occur by the giving of such No-Delivery Notice only to the Delivery and Paying Agent. From and after the occurrence an Event of Default, all Obligations shall bear interest at the Default Rate.

Upon the occurrence of any Special Event of Default or Suspension Event, the Commitment shall automatically and immediately be terminated or suspended, respectively, with respect to all outstanding Commercial Paper Certificates and the Bank shall have no obligation to make any Revolving Loan.

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

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

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

Each Loan shall mature on the earliest of (i) the date which is three (3) years from the related Funding Date, (ii) the Substitution Date, (iii) the date which is three (3) years from the related Commitment Termination Date, (iv) the date on which the Certificates are no longer outstanding nor may be reissued, (v) the date that the Available Commitment is permanently reduced to zero or this Agreement is otherwise terminated, including upon the occurrence of an Event of Default and (vi) the date on which the City issues Certificates (or other commercial paper notes) or bonds payable from and/or secured by lease revenue rental payments payable from the General Fund of the City, the proceeds of which could be used to repay such Loan. The Stated Expiration Date of the Commitment may be extended as provided in the Liquidity Agreement. The City may not reduce the Commitment to a level

such that the Available Principal Commitment is less than the outstanding principal amount of the Commercial Paper Certificates or the Available Interest Commitment is less than the amount of accrued interest on Outstanding Commercial Paper Certificates to their respective maturity dates.

Substitution of Liquidity Agreement

The City may obtain an alternate liquidity agreement to replace the liquidity agreement then in effect; provided, no such substitution may result in the reduction of the Commitment to a level less than the outstanding principal amount of Commercial Paper Certificates secured by such liquidity agreement remain outstanding.

THE BANK

The information in this section has been furnished by the Bank for inclusion herein. The City cannot and does not make any representation as to the accuracy or completeness of such information or the absence of material adverse changes in such information subsequent to December 31, 2015, the dated date of such disclosure. The delivery of this Offering Memorandum shall not create any implication that there has been no change in the affairs of the Bank since December 31, 2015, or that the information contained or referred to in this section is correct as of any time subsequent to December 31, 2015.

State Street Bank and Trust Company (the "Bank") is a wholly-owned subsidiary of State Street Corporation (the "Corporation"). The Corporation (NYSE: STT) provides financial services to institutional investors, including investment servicing, investment management and investment research and trading. With \$27.51 trillion in assets under custody and administration and \$2.25 trillion in assets under management as of December 31, 2015, the Corporation operates in more than 100 geographic markets worldwide. The consolidated total assets of the Bank as of December 31, 2015 accounted for approximately 98% of the consolidated total assets of the Corporation as of the same date. As of December 31, 2015, the Corporation had consolidated total assets of \$245.19 billion, total deposits (including deposits in non-U.S. offices) of \$191.63 billion, total investment securities of \$100.02 billion, total loans and leases, net of unearned income and allowance for loan losses, of \$18.75 billion and total shareholders' equity of \$21.10 billion.

The Bank's *Consolidated Reports of Condition and Income for A Bank With Domestic and Foreign Offices Only -- FFIEC 031* (the "Call Reports") through December 31, 2015 have been submitted through the Federal Financial Institutions Examination Council and provided to the Board of Governors of the Federal Reserve System, the primary U.S. federal banking agency responsible for regulating the Corporation and the Bank. Publicly available portions of those Call Reports, and future Call Reports so submitted by the Bank, are available on the Federal Deposit Insurance Corporation's website at www.fdic.gov. The Call Reports are prepared in conformity with regulatory instructions that do not in all cases follow U.S. generally accepted accounting principles.

Additional financial and other information related to the Corporation and the Bank, including the Corporation's Annual Report on Form 10-K for the year ended December 31, 2015 and additional annual, quarterly and current reports subsequently filed or furnished by the Corporation with the U.S. Securities and Exchange Commission (the "SEC"), can be accessed free of charge on the SEC's website at www.sec.gov.

Any statement contained in any document referred to above shall be deemed to be modified or superseded for purposes of this Offering Memorandum to the extent that a statement contained herein or in any subsequently submitted, filed or furnished document that also is referred to above modifies or supersedes such statement. The delivery hereof shall not create any implication that there has been no change in the affairs of the Bank or the Corporation since the date hereof, or that information contained or referred to herein is correct as of any time subsequent to this date. The information concerning the Corporation, the Bank or any of their respective affiliates is furnished solely to provide limited introductory information and does not purport to be comprehensive. Such information is qualified in its entirety by the detailed information appearing in the documents and financial statements referenced here.

A copy of any or all of the publicly available portions of the documents referred to above, other than exhibits to such documents, may be obtained without charge to each person to whom a copy of this Offering Memorandum has been delivered, on the written request of any such person. Written requests for such copies should be directed to Investor Relations, State Street Corporation, One Lincoln Street, Boston, Massachusetts 02111, telephone number 617-786-3000.

The **Liquidity** Agreement is an obligation solely of the Bank and is not an obligation of, or otherwise guaranteed by, the Corporation or any of its affiliates (other than the Bank). Neither the Corporation nor any of its affiliates (other than the Bank) is required to make payments under the **Liquidity** Agreement. None of the Bank, the Corporation or any of their respective affiliates makes any representation as to, or is responsible for the suitability of the Commercial Paper Certificates for any investor, the feasibility or performance of any project or compliance with any securities or tax laws or regulations. The Commercial Paper Certificates are not direct obligations of, or guaranteed by, the Bank, the Corporation or any of their respective affiliates, except to the extent provided by in the Liquidity Agreement.

THE DELIVERY AND PAYING AGENT

U.S. Bank National Association has been appointed and is serving as Issuing and Paying Agent for the Commercial Paper Certificates pursuant to the Trust Agreement and the Delivery and Paying Agent Agreement.

THE DEALER

The City has appointed J.P. Morgan Securities LLC as dealer with respect to the offering and sale from time to time of the Commercial Paper Certificates.

TAX MATTERS

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Special Counsel, subject, however, to the qualifications set forth below, interest with respect to the Series 1 Certificates executed and delivered on May __, 2016, and any Series 1 Certificates executed and delivered from time to time by the City through November __, 2017 that the City elects to treat as part of the same issue of Series 1 Certificates as the Series 1 Certificates executed and delivered on May __, 2016, is excluded from gross income of the owners for federal income tax purposes and is not a specific item of tax preference for purposes of the federal alternative minimum tax and is not included in the adjusted current earnings of corporations for purposes of calculating the alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986 (the "Code") that must be satisfied subsequent to the issuance of the Series 1 Certificates in order that such interest be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the original date of execution and delivery of the Series 1 Certificates, being May __, 2016.

Interest with respect to the Series 1-T Certificates is not intended by the City to be excluded from gross income for purposes of all applicable federal income taxation.

In addition, Special Counsel is of the opinion that interest with respect to both the Series 1 Certificates and the Series 1-T Certificates is exempt from personal income taxes of the State of California under present state law.

Circular 230 Disclaimer. To ensure compliance with requirements imposed by the Internal Revenue Service, Special Counsel informs owners of the Series 1-T Certificates that any U.S. federal tax advice contained in this Official Statement (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed in this Offering Memorandum.

NO LITIGATION

Upon the initial delivery of the Commercial Paper Certificates, the City will execute a certificate to the effect that there is no litigation pending which has been formally served upon the City or of which the City has formally been given notice, in any way restraining or enjoining the execution or delivery of the Commercial Paper Certificates.

LEGAL MATTERS

Certain legal matters in connection with the authorization, issuance and sale of the Commercial Paper Certificates have been passed upon by Jones Hall, A Professional Law Corporation, San Francisco, California, as Special Counsel. Certain legal matters in connection with the Liquidity

Agreement were passed upon by Chapman and Cutler LLP, Chicago, Illinois, as counsel for the Bank. Certain legal matters were passed upon for the City by the City Attorney for the City and County of San Francisco.

FINANCIAL ADVISORS

The City has retained KNN Public Finance, A Division of Zions First National Bank ("KNN Public Finance"), as a financial advisor with respect to the execution and delivery of the Commercial Paper Certificates. KNN Public Finance is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Offering Memorandum.

The City has retained Backstrom McCarley Berry & Co., LLC as a financial advisor with respect to the execution and delivery of the Commercial Paper Certificates. Backstrom McCarley Berry & Co., LLC is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Offering Memorandum.

RATINGS

Moody's Investors Service, Inc. ("Moody's"), Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, Inc. ("S&P") and Fitch Inc. ("Fitch") have assigned ratings on the Commercial Paper Certificates of "___", "___" and "___", respectively. Each of such ratings is based on the availability of the revolving line of credit from the Bank. Such ratings reflect only the views of such organizations and an explanation of the significance of such ratings may be obtained only from the respective rating agencies. The City furnished to such rating agencies certain City information regarding the Commercial Paper Certificates. In addition, the Bank furnished certain information to such rating agencies regarding the Bank and the Liquidity Agreement. Generally, rating agencies base their ratings on the information and materials furnished to them and on their own investigations, studies and assumptions. There is no assurance such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such change in or withdrawal of such ratings could have an adverse effect on the market price of the Commercial Paper Certificates. The City undertakes no responsibility to oppose any such change or withdrawal. The above ratings are not recommendations to buy, sell or hold the Commercial Paper Certificates.

OTHER MATTERS

The Dealer has provided the following sentence for inclusion in this Offering Memorandum. The Dealer has reviewed the information in this Offering Memorandum in accordance with, and as part of, their responsibility to investors under the federal securities law as applied to the facts and circumstances of this transaction, but the Dealer does not guarantee the accuracy or completeness of such information.

The information and expressions of opinion in this Offering Memorandum are subject to change without notice and neither the delivery of this Offering Memorandum nor any sale hereunder shall, under any circumstances, create any implication that there has been no change in such information or expressions of opinion since the date hereof.

APPENDIX A
FORMS OF OPINIONS OF SPECIAL COUNSEL
SERIES 1 CERTIFICATES

_____, 2016

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

OPINION: City of County of San Francisco Tax-Exempt Lease Revenue Commercial Paper
Certificates of Participation, Series 1

Ladies and Gentlemen:

We have acted as special counsel in connection with the execution and delivery of the City and County of San Francisco (the "City") of a Sublease, dated as of May 1, 2010, as amended by a First Amendment to Sublease, dated as of May 1, 2016 (as amended, the "Sublease") between U.S. Bank National Association, as trustee under the hereinafter mentioned Trust Agreement (the "Trustee") and the City, as lessee. Pursuant to the Trust Agreement, dated as of May 1, 2010, as supplemented by the First Supplement to Trust Agreement, dated as of May 1, 2016 (as supplemented, the "Trust Agreement") between the City and the Trustee, and the Delivery and Paying Agent Agreement dated as of May 1, 2010 (the "Delivery and Paying Agent Agreement") between the Trustee, as paying agent, and the City, the Trustee has executed and delivered City and County of San Francisco Lease Revenue Commercial Paper Certificates of Participation, Series 1-T (the "Series 1-T Certificates") in the not-to-exceed aggregate principal amount of \$75,000,000, evidencing proportionate interests of the owners thereof in Base Rental payments made by the City under the Sublease. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trust Agreement.

We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the Authority and the City contained in the Trust Agreement, the Sublease and in the certified proceedings, and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon our examination we are of the opinion, under existing law, that:

1. The City is duly created and validly existing as a charter city and county with the power to enter into the Trust Agreement, the Delivery and Paying Agent Agreement, the Sublease and the Site Lease, and to perform the agreements on its part contained therein.

2. The Trust Agreement, the Delivery and Paying Agent Agreement, the Sublease and the Site Lease have been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Trustee, the Trust Agreement, the Delivery and Paying Agent Agreement, the Sublease and the Site Lease are obligations of the City valid, binding and enforceable against the City in accordance with their terms.

3. Subject to the terms and provisions of the Sublease, the Base Rental payments are payable from general funds of the City lawfully available therefor. By virtue of the Trust Agreement, the owners of the Series 1 Certificates are entitled to receive their proportionate share of the Base Rental payments in accordance with the provisions of the Trust Agreement.

4. Interest with respect to the Series 1 Certificates is not intended by the City to be excluded from gross income for purposes of all applicable federal income taxation.

5. Interest with respect to the Series 1 Certificates executed and delivered on May __, 2016, and any Series 1 Certificates executed and delivered from time to time by the City through November __, 2017 that the City elects to treat as part of the same issue of Series 1 Certificates as the Series 1 Certificates executed and delivered on May __, 2016, is excluded from gross income of the owners for federal income tax purposes and is not a specific item of tax preference for purposes of the federal alternative minimum tax and is not included in the adjusted current earnings of corporations for purposes of calculating the alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986 (the "Code") that must be satisfied subsequent to the issuance of the Series 1 Certificates in order that such interest be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the original date of execution and delivery of the Series 1 Certificates, being May __, 2016.

The rights of the owners of the Series 1 Certificates, and the enforceability of the Trust Agreement, the Delivery and Paying Agent Agreement, the Sublease and the Site Lease may be subject to bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

Respectfully submitted,

A Professional Law Corporation

SERIES 1-T CERTIFICATES

_____, 2016

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

OPINION: City of County of San Francisco Taxable Lease Revenue Commercial Paper
Certificates of Participation, Series 1-T

Ladies and Gentlemen:

We have acted as special counsel in connection with the execution and delivery of the City and County of San Francisco (the "City") of a Sublease, dated as of May 1, 2010, as amended by the First Amendment to Sublease, dated as of May 1, 2016 (as amended, the "Sublease") between U.S. National Association, as trustee under the hereinafter mentioned Trust Agreement (the "Trustee") and the City, as lessee. Pursuant to the Trust Agreement, dated as of May 1, 2010, as supplemented by a First Supplement to Trust Agreement, dated as of May 1, 2016 (as supplemented, the "Trust Agreement"), between the City and the Trustee, and the Delivery and Paying Agent Agreement dated as of May 1, 2010 (the "Delivery and Paying Agent Agreement") between the Trustee, as paying agent, and the City, the Trustee has executed and delivered City and County of San Francisco Lease Revenue Commercial Paper Certificates of Participation, Series 1-T (the "Series 1-T Certificates"), evidencing proportionate interests of the owners thereof in Base Rental payments made by the City under the Sublease. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trust Agreement.

We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the Authority and the City contained in the Trust Agreement, the Sublease and in the certified proceedings, and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon our examination we are of the opinion, under existing law, that:

1. The City is duly created and validly existing as a charter city and county with the power to enter into the Trust Agreement, the Delivery and Paying Agent Agreement, the Sublease and the Site Lease, and to perform the agreements on its part contained therein.
2. The Trust Agreement, the Delivery and Paying Agent Agreement, the Sublease and the Site Lease have been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Trustee, the Trust Agreement, the Delivery and Paying Agent Agreement, the Sublease and the Site Lease are obligations of the City valid, binding and enforceable against the City in accordance with their terms.
3. Subject to the terms and provisions of the Sublease, the Base Rental payments are payable from general funds of the City lawfully available therefor. By virtue of the Trust Agreement, the

owners of the Series 1-T Certificates are entitled to receive their proportionate share of the Base Rental payments in accordance with the provisions of the Trust Agreement.

4. Interest with respect to the Series 1-T Certificates is not intended by the City to be excluded from gross income for purposes of all applicable federal income taxation.

5. Interest with respect to the Series 1-T Certificates is exempt from personal income taxes of the State of California under present state law.

To ensure compliance with requirements imposed by the Internal Revenue Service, we inform owners of the Series 1-T Certificates that any U.S. federal tax advice contained in this opinion is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

The rights of the owners of the Series 1-T Certificates, and the enforceability of the Trust Agreement, the Delivery and Paying Agent Agreement, the Sublease and the Site Lease may be subject to bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

Respectfully submitted,

A Professional Law Corporation

APPENDIX B

INFORMATION REGARDING DTC AND THE BOOK-ENTRY ONLY SYSTEM

Neither the City, the Trustee nor the Delivery and Paying Agent will have any responsibility or obligation to DTC Participants, Indirect Participants or Beneficial Owners with respect to the payments or the providing of notice to DTC Participants, Indirect Participants or Beneficial Owners. Neither the City nor the Issuing and Paying Agent can give any assurances that DTC, DTC Participants, Indirect Participants or others will distribute payments of principal of and interest on the Commercial Paper Certificates paid to DTC or its nominee, as the registered Owner, or any notices, to the Beneficial Owners, or that they will do so on a timely basis or that DTC will serve and act in the manner described in this Offering Memorandum.

The following information regarding DTC and its book-entry only system has been furnished by DTC for inclusion herein. The City cannot and does not make any representation as to the accuracy or completeness thereof, or the absence of material adverse changes therein subsequent to the date hereof. Beneficial Owners should confirm the following information with DTC or the Participants, as the case may be.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Commercial Paper Certificates. The Commercial Paper Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Commercial Paper Certificate will be issued for each series of Commercial Paper Certificates, each in the aggregate authorized principal amount of such series, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing corporations. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Commercial Paper Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Commercial Paper Certificates on DTC's records. The ownership interest of each actual purchaser of each Commercial Paper Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Commercial Paper Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of

Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Commercial Paper Certificates, except in the event that use of the book-entry system for the Commercial Paper Certificates is discontinued.

To facilitate subsequent transfers, all Commercial Paper Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Commercial Paper Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Commercial Paper Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Commercial Paper Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Commercial Paper Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Commercial Paper Certificates, such as tenders, defaults, and proposed amendments to the authorizing documents. For example, Beneficial Owners of the Commercial Paper Certificates may wish to ascertain that the nominee holding the Commercial Paper Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners, in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Commercial Paper Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Commercial Paper Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal and interest with respect to the Commercial Paper Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Delivery and Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (nor its nominee), the Trustee, the Delivery and Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest with respect to the Commercial Paper Certificates to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Issuing and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Commercial Paper Certificates at any time by giving reasonable notice to the City, the Trustee or the Delivery and Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Commercial Paper Certificate certificates are required to be printed and delivered, as described in the Trust Agreement.

The City may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Commercial Paper Certificate certificates will be printed and delivered to DTC as described in the Trust Agreement.

The information in this Appendix B concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

The foregoing description of the procedures and record-keeping with respect to beneficial ownership interests in the Commercial Paper Certificates, payment of the principal, interest and other payments with respect to the Commercial Paper Certificates to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interests in such Commercial Paper Certificates and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

The City cannot and does not give any assurances that DTC will distribute to DTC Participants, or that DTC Participants or others will distribute to the Beneficial Owners, payments of principal and interest with respect to the Commercial Paper Certificates paid or any redemption or other notices or that they will do so on a timely basis or will serve and act in the manner described in this Offering Memorandum. The City is not responsible or liable for the failure of DTC or any DTC Participant or Indirect Participant to make any payments or give any notice to a Beneficial Owner with respect to the Commercial Paper Certificates or any error or delay relating thereto.

So long as Cede & Co. is the registered owner of the Commercial Paper Certificates, as nominee of DTC, references herein to the Owners or registered holders of the Commercial Paper Certificates, shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of the Commercial Paper Certificates.

COMMERCIAL PAPER DEALER AGREEMENT

Between the

CITY AND COUNTY OF SAN FRANCISCO

and

_____,
CP Dealer

Dated as of _____ 1, 2016

Relating to

City and County of San Francisco

**Tax-Exempt Lease Revenue
Commercial Paper Certificates of
Participation, Series 1**

and

**Taxable Lease Revenue
Commercial Paper Certificates of
Participation, Series 1-T**

**Tax-Exempt Lease Revenue
Commercial Paper Certificates of
Participation, Series 2**

and

**Taxable Lease Revenue
Commercial Paper Certificates of
Participation, Series 2-T**

COMMERCIAL PAPER DEALER AGREEMENT

This COMMERCIAL PAPER DEALER AGREEMENT, dated as of _____ 1, 2016 (as amended, supplemented or modified from time to time, the "Agreement"), between the City and County of San Francisco (the "City") and _____ ("_____") (the "CP Dealer").

For and in consideration of the mutual covenants made herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree and covenant as follows:

Section 1. Background and Definitions. (a) The City has authorized the delivery and redelivery from time-to-time of its City and County of San Francisco Tax-Exempt Lease Revenue Commercial Paper Certificates, Series 1 and Series 2 (the "Tax-Exempt Certificates") and its City and County of San Francisco Taxable Lease Revenue Commercial Paper Certificates, Series 1-T and Series 2-T (the "Taxable Certificates" and, together with the Tax-Exempt Certificates, the "Certificates") in the aggregate principal amount not to exceed \$150,000,000 outstanding at any time.

(b) The City has authorized the delivery of the Certificates pursuant to a Trust Agreement, dated as of June 1, 2010 (as amended by a First Supplement to Trust Agreement dated as of May 1, 2016, and as further amended, supplemented or modified from time to time, the "Trust Agreement"), between the City and U.S. Bank National Association, as trustee, and a Delivery and Paying Agent Agreement dated as of June 1, 2010 (as amended, supplemented or modified from time to time, the "Delivery and Paying Agent Agreement") between the City and U.S. Bank National Association, as delivery and paying agent (collectively, the "Authorizing Document").

(c) State Street Bank and Trust Company and U.S. Bank National Association (each, a "Bank") will provide liquidity support (each, a "Facility") for the payment of the principal of and/or interest with respect to maturing Certificates as and if necessary to U.S. Bank National Association, as delivery and paying agent (the "Account Party") in accordance with the terms of the Authorizing Document and a Revolving Credit Agreement, dated as of _____, 2016 (each a "Liquidity Facility"), between the City and each Bank.

(d) The Authorizing Document provides for the appointment of one or more dealers for the Certificates to perform certain duties, including the offering and sale from time-to-time of the Certificates on behalf of the City.

(e) _____ has agreed to accept the duties and responsibilities of the CP Dealer with respect to the Certificates under the Authorizing Document and this Agreement.

(f) The City acknowledges and agrees that: (i) Backstrom McCarley Berry & Co., LLC and KNN Public Finance, LLC, are currently serving as the City's co-financial and municipal advisors with respect to the Certificates; (ii) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the City and the CP Dealer in which the CP Dealer is not acting as a municipal advisor, financial advisor or fiduciary to the City, and has financial interests that differ from those of the City; (iii) the CP Dealer has not assumed any advisory or fiduciary responsibility (and is not a municipal advisor) to the City with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading

thereto; (iv) the only obligations the CP Dealer has to the City with respect to the transaction contemplated hereby expressly are set forth in this Agreement; (v) the CP Dealer has financial and other interests that differ from that of the City; and (vi) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

(g) Unless otherwise defined herein, all capitalized terms will have the meanings ascribed to them in the Authorizing Document.

(h) The City acknowledges that the CP Dealer may not be able to perform some of the services the City may request of CP Dealer from time to time in connection with its engagement as CP Dealer to the extent that such services would cause the CP Dealer to be considered a "municipal advisor" under SEC Rel. No. 34-70462 (Sept. 20, 2013)) (such final rules and to the extent referenced therein, Section 975, the "Municipal Advisor Rules") implementing Section 975 ("Section 975") of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

Section 2. Appointment of CP Dealer. Subject to the terms and conditions contained herein, the City hereby appoints _____ as the CP Dealer for the Certificates, and _____ hereby accepts such appointment. The CP Dealer acknowledges that the City has also appointed additional dealers for the Certificates that will be entering into agreements with the City that are substantially similar to this Agreement.

Section 3. Responsibilities of CP Dealer. (a) Subject to the terms and conditions set forth in this Agreement, _____ will perform the duties of CP Dealer set forth in this Agreement. The CP Dealer will use its best efforts to solicit and arrange sales of the Certificates on behalf of the City at such rates (up to the Maximum Interest Rate) and maturities as may prevail from time to time in the market. The CP Dealer and the City agree that any Certificates which the CP Dealer may arrange the sale of or which, in the CP Dealer's sole discretion, it may elect to purchase, will be purchased or sold on the terms and conditions and in the manner provided in the Authorizing Document and this Agreement. The CP Dealer is not obligated to purchase any Certificates until it has agreed with the City to do so. Anything herein to the contrary notwithstanding, to the extent of any conflict between the provisions hereof and of the Authorizing Document, the provisions of the Authorizing Document are controlling.

(b) Notwithstanding anything to the contrary contained herein, the CP Dealer:

(i) will suspend its efforts with respect to the offer or sale of the Certificates on behalf of the City upon the receipt of notice of the occurrence of an event of default under the Authorizing Document or the issuance of a "No-Delivery Notice" under the Liquidity Facility; and

(ii) may, in its sole discretion, suspend its efforts with respect to the offer or sale of the Certificates on behalf of the City immediately upon the occurrence of any of the following events, which suspension will continue so long as, in the CP Dealer's reasonable judgment, such event continues to exist as to the Certificates:

(1) a suspension or material limitation in trading in securities generally on the New York Stock Exchange;

(2) a general moratorium on commercial banking activities in New York is declared by either federal or New York State authorities;

(3) the engagement by the United States in hostilities if the effect of such engagement, in the CP Dealer's reasonable judgment, makes it impractical or inadvisable to proceed with the solicitation of offers to purchase the Certificates if in the CP Dealer's reasonable judgment such engagement would materially adversely effect the marketability of the Certificates;

(4) legislation is introduced by committee, by amendment or otherwise, in, or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States is rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the United States Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter is made or proposed, to the effect that the offering or sale of obligations of the general character of the Certificates, as contemplated hereby, is or would be in violation of any provision of the Securities Act of 1933, as amended (the "Securities Act") as then in effect, or the Securities Exchange Act of 1934, as amended (the "Exchange Act") as then in effect, or with the purpose or effect of otherwise prohibiting the offering or sale of obligations of the general character of the Certificates, or the Certificates themselves, as contemplated hereby;

(5) any event occurs or information becomes known; which, in the CP Dealer's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in any disclosure documents provided to the CP Dealer in connection with the performance of its duties hereunder, whether provided pursuant to Section 8 hereof or otherwise, or causes such documents to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(6) any governmental authority imposes, as to the Certificates, or obligations of the general character of the Certificates, any material restrictions regarding the ownership or transfer of the Certificates not now in force, or increase materially those now in force which, in the CP Dealer's reasonable judgment, materially adversely effects the marketability of the Certificates;

(7) any of the representations and warranties of the City made hereunder were not materially true and correct on the date made which, in the CP Dealer's reasonable judgment, materially adversely effects the marketability of the Certificates;

(8) the City fails to observe any of the covenants or agreements made herein and such failure continues for a period of not to exceed thirty days from the time the CP Dealer notifies the City of such failure which, in the CP Dealer's reasonable judgment, materially adversely effects the marketability of the Certificates;

(9) with respect to a series of the Certificates, any of the rating agencies then rating the Certificates or the applicable Bank will either (i) downgrade the ratings assigned to either the Certificates or the Bank issuing the Facility supporting the payment of principal of and/or interest with respect to such Certificates or (ii) suspend or withdraw each of the then current ratings assigned to either the Certificates or the Bank issuing the Facility supporting the payment of principal of and/or interest on such Certificates which, in either case, in the CP Dealer's reasonable judgment, materially adversely effects the marketability of the Certificates; or

(10) an actual or imminent default or a moratorium in respect of payment of any U.S. Treasury bills, bonds or notes the effect of which in the CP Dealer's reasonable judgment, makes it impractical to market a series of the Certificates or to enforce contracts for the sale of such Certificates.

Section 4. Transactions in Certificates. All transactions in Certificates between the CP Dealer and the City will be in accordance with the Authorizing Document, this Agreement, the Liquidity Facility and with the customs and practices in the commercial paper market regarding settlement and delivery formally adopted in writing from time to time by the New York Clearinghouse, to the extent not inconsistent with the Authorizing Document. All Certificates will be evidenced either by (i) a global certificate immobilized with The Depository Trust Company of New York or (ii) if not, will be executed in the manner provided for in the Authorizing Document. As early as possible, but not later than 11:30 a.m.] (New York City time) on the day on which any Certificates are to be issued, the CP Dealer will notify the City of the proposed final maturities, prices and interest rates (which interest rates may not exceed 12% per annum unless the City otherwise notifies the CP Dealer in writing that the Authorizing Document and the Liquidity Facility have been amended to provide for a higher maximum interest rate for the Certificates) at which the CP Dealer will purchase or cause the purchase of the Certificates, and provide the City with any other information as required for delivery of such Certificates. Except as described below, the CP Dealer will not be obligated to purchase or cause the purchase of any Certificates unless and until agreement has been reached in each case on the foregoing points and the CP Dealer has agreed to such purchase. Not later than 2:30 p.m. (New York City time) on the date of each transaction the CP Dealer will either (a) confirm each transaction made with or arranged by it or (b) notify the City and the Delivery and Paying Agent of the difference, if any, between the amount of maturing Certificates and the amount of Certificates which the CP Dealer has arranged to sell or has agreed to purchase. The CP Dealer will give such confirmation or notification by telephone (or by other telecommunications medium acceptable to the City) and in writing to the City and the Delivery and Paying Agent.

Section 5. Payment for Certificates. The CP Dealer will pay the Delivery and Paying Agent against delivery to it of the Certificates sold by the CP Dealer (or purchased by the CP Dealer for its own account) in immediately available funds by 3:00 p.m. (New York City time) on the Business Day such Certificates are delivered to the CP Dealer (provided that such Certificates are to be delivered to the CP Dealer by no later than 3:00 p.m. (New York City time) on such Business Day).

Section 6. Designated Representative. Transactions with the City, pursuant to Section 4 hereof, will be with any one of the officers or employees of the City who are designated as a Designated Representative by certificate signed by the Director of Public Finance of the City. The initial written designation of the Designated Representatives is appended hereto as Appendix A. The City will provide the CP Dealer with revised written

designations in the form of Appendix A when and as required by changes in the Designated Representatives. The CP Dealer may rely upon such designation unless and until otherwise notified in writing by the City.

Section 7. Resignation and Removal of CP Dealer. The CP Dealer may at any time resign and be discharged of its duties and obligations hereunder upon providing the City, Delivery and Paying Agent and the Bank with not less than sixty (60) days' prior written notice. The City will use its best efforts to appoint a successor CP Dealer within 60 days after receipt of notice of the CP Dealer's resignation. The CP Dealer may be removed at any time, at the direction of the City, with the prior written consent of the Bank, upon not less than fourteen (14) days' prior written notice to the CP Dealer and the Delivery and Paying Agent. Upon removal or resignation of the CP Dealer, the City will promptly cause the Delivery and Paying Agent to give notice thereof by mail to all owners of the Certificates. The CP Dealer will assign and deliver this Agreement to its successor if requested by the City.

Section 8. Furnishing of Disclosure Materials.

(a) The City will furnish the CP Dealer with as many copies as the CP Dealer may reasonably request of the offering memoranda of the City relating to the Certificates (each, an "Offering Memorandum"), and such other information with respect to the City and the Certificates as the CP Dealer reasonably requests from time to time.

(b) The City will prepare for the CP Dealer from time-to-time new Offering Memoranda of the City for the Certificates in the event the CP Dealer reasonably determines that the preparation and distribution of such Offering Memoranda is necessary or desirable in connection with offering and sale on behalf of the City of the Certificates, and to furnish or to cause to be furnished to the CP Dealer as many copies of such new Offering Memoranda as the CP Dealer requests.

(c) The Certificates are exempt from the continuing disclosure requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended (the "1934 Act"), and after the initial delivery of the Certificates, the City will have no obligation to provide any ongoing information to the CP Dealer regarding corrections or updates to the Offering Memorandum other than as expressly provided herein. Notwithstanding the foregoing, for as long as any Certificates are outstanding, the City will provide prompt notice to the CP Dealer of the occurrence of any event with respect to the Certificates referred to in Rule 15c2-12(b)(5)(i)(C) promulgated under the 1934 Act, as amended, except that such notice is not required to be given with respect to draws on any Liquidity Facility.

(d) The City will promptly furnish to the CP Dealer a copy of each filing made on the Municipal Securities Rulemaking Board's Electronic Municipal Markets Access System (whether in connection with the Certificates or not) pursuant to any undertaking or other agreement of the City made with respect to general fund debt of the City under any provision of Rule 15c2-12 promulgated under the 1934 Act.

Section 9. Fees and Expenses. For the CP Dealer's services under this Agreement, the City will pay the CP Dealer a fee of ___ basis points per annum of the weighted average of the principal amount of Certificates outstanding during each three month period that are or have been placed by the CP Dealer, computed on the basis of a 365 or 366 day year, provided, however, that the payment due on July 1, 2016 shall be for the period commencing on the first date of delivery of the Certificates to, but not including, July 1, 2016. The City will pay the fee

quarterly in arrears commencing July 1, 2016, and each October 1, January 1, April 1 and July 1 thereafter. The City will also pay the reasonable out-of-pocket expenses of the CP Dealer, incurred in connection with the performance of its obligations hereunder.

Section 10. Representations and Warranties of the City. The City, by its acceptance hereof, represents and warrants that:

(a) It is a charter city and county organized and existing under the laws of the State of California.

(b) The Certificates have been duly authorized and, when executed and delivered as provided in the Authorizing Document and paid for, will be duly and validly issued and delivered and will constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their terms.

(c) It has full power and authority to take all actions required or permitted to be taken by the City by or under, and to perform and observe the covenants and agreements on its part contained in, this Agreement, the Authorizing Document, the Liquidity Facility, and any other instrument or agreement relating thereto to which the City is a party (collectively, the "Financing Documents").

(d) The Financing Documents have been duly authorized, executed and delivered by the City and constitute legal, valid and binding obligations of the City, enforceable against the City in accordance with their terms, except to the extent enforceability may be limited by the City's bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, and by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) There are no consents, authorizations or approvals of, or filings with, any Federal or state government authority (other than the City) required in connection with the delivery or sale by the City of the Certificates or the performance of its obligations thereunder except as may be required by state securities laws and those which have already been obtained or made.

(f) To the knowledge of the Director of Public Finance, after reasonable due inquiry, the execution, delivery and performance by the City of the Certificates and the Financing Documents will not result in a material breach or violation of, conflict with, or constitute a material default under any law, regulation, order, judgment, agreement or instrument to which the City is a party or by which the City or any of its property is bound.

(g) Each delivery of Certificates to the CP Dealer will be deemed a representation and warranty by the City, as of the date thereof, that (i) the Certificates issued on such date have been duly authorized, issued and delivered and, upon payment therefor, will constitute legal, valid and binding obligations of the City, enforceable against the City in accordance with their terms, except to the extent enforceability may be limited by the City's bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, and by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law, and (ii) the representations and warranties of the City set forth in

paragraphs (a) through (f) of this Section 10 are true and correct as if made on such date.

Section 11. Covenants and Agreements of the City.

(a) The City will provide the CP Dealer at its address set forth below, as promptly as available, and in no 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 generally accepted accounting principles by a recognized firm of independent certified public accountants.

(b) The City will promptly notify the CP Dealer of any fact or circumstance that may constitute, or with the passage of time will constitute, an event of default under the Certificates, the Authorizing Document or a Liquidity Facility.

(c) The City will notify the CP Dealer in the event that the Director of Public Finance has received actual notice that opinions from Special Counsel delivered in connection with the initial delivery of the Certificates have been withdrawn, adversely modified or retracted.

(d) The City will take all action within its control necessary to maintain the exclusion of interest with respect to the Tax-Exempt Certificates from the gross income of the Holders thereof for Federal income tax purposes.

(e) The City will notify the CP Dealer of the replacement or substitution of any Liquidity Facility provider in accordance with Section 6.02 of the Trust Agreement.

Section 12. Conditions Precedent. At or promptly following the execution of this Agreement and as a condition precedent to any obligations of the CP Dealer hereunder with respect to a series of Certificates, the City will furnish to the CP Dealer the following documents, in form and substance satisfactory to the CP Dealer.

(1) Certified copies of the First Supplement to Trust Agreement and documents authorizing the execution and delivery of this Agreement.

(2) An opinion of Special Counsel to the City substantially in the form attached as Appendix A to the Offering Memorandum for the Certificates, with respect to such series of Certificates.

(3) All other pertinent legal documents supporting the transaction.

Section 13. Term of Agreement. This Agreement will become effective on the date hereof and will continue in full force and effect until the cessation of the Certificates program, subject to the right of suspension and termination as provided herein.

Section 14. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Section 15. Dealing in Certificates by the CP Dealer; No Obligation to Purchase Certificates.

(a) The CP Dealer, in its individual capacity, may in good faith buy, sell, own, hold and deal in any of the Certificates, including, without limitation, any Certificates offered and sold by the CP Dealer pursuant to this Agreement, and may join in any action which any Owner may be entitled to take with like effect as if it did not act in any capacity hereunder. The CP Dealer, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depository, Account Party, or agent for any committee or body of owners of the Certificates or other obligations of the City as freely as if it did not act in any capacity hereunder.

(b) Nothing in this Agreement will be deemed to constitute the CP Dealer an underwriter of the Certificates or to obligate the CP Dealer to purchase any Certificates for its own account at any time.

Section 16. City Requirements.

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

(b) Subcontracts. The CP Dealer will incorporate by reference in all subcontracts made in fulfillment of its obligations hereunder the provisions of Section 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from purchasing) and will require all subcontractors to comply with such provisions. The CP Dealer's failure to comply with the obligations in this subsection will constitute a material breach of this Agreement.

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

(d) HRC Form. As a condition to this Agreement, the CP Dealer will 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 CP Dealer will comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, the CP Dealer understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against the CP Dealer and/or deducted from any payments due the CP Dealer; provided, however that such damages will not be set off against the payment of rental or other contract related to bonds, certificates of participation or other debt obligation of the City.

(f) Drug-Free Workplace Policy. The CP Dealer 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 CP Dealer agrees that any violation of this prohibition by the CP Dealer, its employees, agents or assigns will be deemed a material breach of this Agreement.

(g) Compliance with Americans with Disabilities Act. Without limiting any other provisions of this Agreement, the CP Dealer will provide the services specified in this Agreement in a manner that complies with the Americans with Disabilities Act (ADA) Title 24, and any and all other applicable federal, state and local disability rights legislation. The CP Dealer agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of the CP Dealer, its employees, agents or assigns will constitute a material breach of this Agreement.

(h) 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, will 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.

(i) Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, the CP Dealer may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure in the performance of the services provided under this Agreement. The CP Dealer 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 CP Dealer 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

CP Dealer from bidding on or receiving any new City contract for a period of two (2) years.

(j) MacBride Principles—Northern Ireland. 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 as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

(l) Limitations on Contributions. Through execution of this Agreement, the CP Dealer 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 CP Dealer 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 CP Dealer further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of the CP Dealer's board of directors; the CP Dealer'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 CP Dealer; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by the CP Dealer. Additionally, the CP Dealer acknowledges that the CP Dealer must inform each of the persons described in the preceding sentence of the prohibitions contained in said Section 1.126. The CP Dealer further agrees to provide to the City the names of each person, entity or committee described above.

(m) Requiring Minimum Compensation for Covered Employees. The CP Dealer 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 CP Dealer's obligations under the MCO is set forth in this Section. The CP Dealer 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 CP Dealer agrees to all of the following:

(i) The MCO requires the CP Dealer to pay the CP Dealer'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 CP Dealer is obligated to keep informed of the then-current requirements. Any subcontract entered into by the CP Dealer 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 CP Dealer'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 CP Dealer. Nothing in this Section shall be deemed to grant the CP Dealer the right to subcontract.

(ii) The CP Dealer 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.

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

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

(v) The CP Dealer's commitment to provide the minimum compensation required by the MCO is a material element of the City's consideration for this Agreement. The CP Dealer 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 Dealer fail to comply with these requirements. The CP Dealer agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for the CP Dealer's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

(vi) The CP Dealer 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 this Agreement, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, the CP Dealer fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, the CP Dealer 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.

(vii) The CP Dealer 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.

(viii) If the CP Dealer 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 CP Dealer later enters into an agreement or agreements that cause the CP Dealer to exceed that amount in a fiscal year, the CP Dealer 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 CP Dealer and the City to exceed \$25,000 in the fiscal year.

(n) Requiring Health Benefits for Covered Employees. The CP Dealer 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.

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

(ii) Notwithstanding the above, if the CP Dealer 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.

(iii) The CP Dealer's failure to comply with the HCAO shall constitute a material breach of this Agreement. The City shall notify the CP Dealer 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 CP Dealer fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, the CP Dealer 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.

(iv) Any subcontract entered into by the CP Dealer 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 CP Dealer 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 CP Dealer 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 CP Dealer based on the subcontractor's failure to comply, provided that the City has first provided the CP Dealer with notice and an opportunity to obtain a cure of the violation.

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

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

(vii) The CP Dealer 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 Agreement.

(viii) The CP Dealer shall keep itself informed of the current requirements of the HCAO.

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

(x) The CP Dealer 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.

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

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

(xiii) If the CP Dealer is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but the CP Dealer later enters into an agreement or agreements that cause either CP Dealer'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 CP Dealer and the City to be equal to or greater than \$75,000 in the fiscal year.

(o) Protection of Private Information. The CP Dealer 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 CP Dealer agrees that any failure of the CP Dealer 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 CP Dealer pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the CP Dealer.

(p) 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 CP Dealer shall remove all graffiti from any real property owned or leased by the CP Dealer in the City and County of San Francisco within forty eight (48) hours of the earlier of the CP Dealer'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 CP Dealer 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 Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.). Any failure of the CP Dealer to comply with this section of this Agreement shall constitute a breach of this Agreement.

(q) 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.

(r) Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. An underwriter, bank, 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.

(s) Through its execution of this Agreement, the CP Dealer 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.

(t) Assignment. The CP Dealer 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.

(u) Food Service Waste Reduction Requirements. The CP Dealer 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 CP Dealer agrees that if either breaches this provision, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, the CP Dealer 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 CP Dealer's failure to comply with this provision.

(v) Proprietary or Confidential Information of City. The CP Dealer understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, the CP Dealer may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. The CP Dealer agrees that all information disclosed by the City to the CP Dealer shall be held in confidence and used only in the performance of this Agreement. The CP Dealer shall exercise the same standard of care to protect such information as a reasonably prudent business entity would use to protect its own proprietary data.

(w) Earned Income Credit (EIC) Forms. Administrative Code Section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. The CP Dealer shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless the CP Dealer has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by the CP Dealer; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by the CP Dealer of the terms of this Agreement. If, within thirty days after the CP Dealer receives written notice of such a breach, the CP Dealer fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, the CP Dealer fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any subcontract entered into by the CP Dealer shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

(x) Repeal of Administrative Code Provisions. To the extent that the City repeals any provision of the Administrative Code incorporated, set forth or referenced in this Section 15, other than pursuant to a restatement or amendment of any such provision, such provision, as incorporated, set forth or referenced herein, will no longer apply to this Agreement or the CP Dealer.

Section 17. Miscellaneous. Except as otherwise specifically provided in this Agreement, all notices, requests, demands and other communications under this Agreement will be in writing (unless otherwise specified herein) and will be sufficiently given on the date of service if served personally upon the party to whom notice is to be given or on receipt if sent by telex or other telecommunication facility or courier or if mailed by registered or certified mail, postage prepaid, and properly addressed as follows:

The CP Dealer:

Attention _____
Tel: _____
Fax: _____

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

The Delivery and Paying Agent:

U.S. Bank National Association
Corporate Trust Services
100 Wall Street, Suite 1600
New York, New York 10005
Facsimile: (212) 514-6841

The Bank:

Attention: _____
Telephone: _____
Facsimile: _____

or to such other address or addresses as any such Person has designated to the others by notice given in accordance with the provisions of this Section.

(b) This Agreement inures to the benefit of and is binding upon the parties hereto and their respective successors and assigns. The terms "successors" and "assigns" do not include any purchaser of any of the Certificates merely because of such purchase. Except as provided in (c) below, neither Bank nor any owner of the Certificates or other third party has any rights or privileges hereunder.

(c) The Bank is a third party beneficiary of this Agreement only for the purpose of enforcing the rights and obligations of the CP Dealer and the City pursuant to Sections 3, 4, 5 and 7 of this Agreement.

(d) All of the representations and warranties of the City and the CP Dealer in this Agreement will remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the CP Dealer or the City, (ii) the offering and sale of and any payment for any Certificates hereunder, or (iii) suspension, termination or cancellation of this Agreement.

(e) This Agreement and each provision hereof may be amended, changed, waived, discharged or terminated only by an instrument in writing signed by the parties hereto. If such an amendment, change, waiver discharging or termination affects a Bank, the prior written consent of that Bank will be required.

(f) Nothing herein will be construed to make any party an employee of the other or to establish any fiduciary relationship between the parties except as expressly provided herein.

(g) If any provision of this Agreement is held or deemed to be or is, in fact, invalid, inoperative or unenforceable for any reason, such circumstances will not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

(h) This Agreement may be executed in several counterparts, each of which is regarded as an original and all of which constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City and County of San Francisco

By: _____
Controller

By: _____
Authorized Officer

APPROVED AS TO FORM:

By: _____
City Attorney

APPENDIX A

CERTIFICATE OF DESIGNATED REPRESENTATIVE

I am the Director of Public Finance of the City and County of San Francisco (the "City") duly authorized pursuant to the Trust Agreement, dated as of June 1, 2010 (as amended by a First Supplement to Trust Agreement dated as of May 1, 2016, and as further amended, supplemented or modified from time to time, the "Trust Agreement"), between the City and U.S. Bank National Association, as trustee, and a Delivery and Paying Agent Agreement dated as of June 1, 2010 (as amended, supplemented or modified from time to time, the "Delivery and Paying Agent Agreement") between the City and U.S. Bank National Association, as delivery and paying agent (collectively, the "Authorizing Document") to appoint Designated Representatives of the City in connection with the delivery, from time to time, by the City of lease revenue commercial paper (the "Certificates") in accordance with the Authorizing Document. I hereby designate the following persons to act on my behalf in accordance with the Authorizing Document and specimen signatures of such persons are set forth beside their names.

Designated Persons

Specimen Signature

Executed this ____ day of _____, 2016.

Director of Public Finance
of the City and County of San Francisco

OFFICE OF THE MAYOR
SAN FRANCISCO



EDWIN M. LEE

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: *for* Mayor Edwin M. Lee *Lee*
RE: Replacement Credit Facilities- Tax Exempt and Taxable Lease Revenue
Commercial Paper Certificates of Participation - Not to Exceed
\$250,000,000
DATE: April 26, 2016

Attached for introduction to the Board of Supervisors is a resolution re-authorizing the issuance of Tax-Exempt (Series 1 and Series 2) and Taxable Lease Revenue Commercial Paper Certificates of Participation (Series 1-T and Series 2-T), in an aggregate principal amount not to exceed \$250,000,000; authorizing the replacement of the existing credit facilities in the amount of \$150,000,000; and approving and authorizing execution of a first supplement to trust agreement, a first amendment to site lease, a first amendment to sublease, revolving credit agreements, fee agreements, dealer agreements and certain other related financing documents, and authorizing other related actions.

I respectfully request a waiver of the 30-day hold and that this item be heard in Budget & Finance Committee on May 11, 2016.

Should you have any questions, please contact Nicole Elliott (415) 554-7940.

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2016 APR 26 PM 4:57

BY *[Signature]*

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s):	City elective office(s) held:
Members, Board of Supervisors	Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: U.S. Bank National Association	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
(1) Douglas Baker, Jr., Arthur Collins, Jr., Richard Davis, Kimberly Harris, Roland Hernandez, Doreen Woo Ho, Joel Johnson, Olivia Kirtley, David O'Maley, O'dell Owens, Craig Schnuck, Patrick Stokes, Scott Wine (2) CEO Richard Davis, CFO Cathleen Rogers, COO Andrew Cecere (3) None. (4) None. (5) US Bancorp Federal Political Action Committee, US Bancorp Political Participation Program	
Contractor address: One California Street, Suite 1000, San Francisco, CA 94111	
Date that contract was approved:	Amount of contract: \$10,000,000.00 (max. per year)
Describe the nature of the contract that was approved: Trustee services in connection to bonds issued for the City and County of San Francisco	
Comments:	

This contract was approved by (check applicable):

☒ the City elective officer(s) identified on this form (San Francisco Board of Supervisors)

☐ a board on which the City elective officer(s) serves _____

Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 224, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

