

**THIRD AMENDED AND RESTATED
ISSUING AND PAYING AGENT AGREEMENT**

Dated as of May 1, 2025

Computershare Trust Company,
National Association
1505 Energy Park Drive
St. Paul, MN 55108
Attention: Vanessa Gonzalez

Re: City of San José Financing Authority Tax-Exempt Lease Revenue Commercial Paper Notes

Ladies and Gentlemen:

This letter (as amended and supplemented from time to time, this “Agreement”) will set forth the understandings made between Computershare Trust Company, National Association as successor to Wells Fargo Bank, National Association (“you” or “Issuing and Paying Agent”) and the undersigned, the City of San José Financing Authority, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the “Authority”), whereby you have agreed to act (i) as depository for the safekeeping of above-referenced commercial paper notes of the Authority which may be issued (the “Commercial Paper Notes”), (ii) as issuing agent on behalf of the Authority in connection with the issuance of the Commercial Paper Notes, and (iii) as paying agent to undertake certain obligations as described below on behalf of the holders of the Commercial Paper Notes, and this Agreement amends and restates in its entirety that certain Second Amended and Restated Issuing and Paying Agent Agreement dated as of February 1, 2013 (the “Prior Issuing and Paying Agent Agreement”), between the Authority and Computershare Trust Company, National Association as successor to Wells Fargo Bank, National Association (the “Prior Issuing and Paying Agent”). Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Amended and Restated Trust Agreement, dated as of June 1, 2005, between the Authority and Computershare Trust Company, National Association, as successor to Wells Fargo Bank, National Association, as trustee (in such capacity, the “Trustee”), as amended and supplemented from time to time (the “Trust Agreement”).

1. Appointment of Agent. The Authority hereby requests that you act, on the terms and conditions specified herein and in the Trust Agreement, as issuing and paying agent for its Commercial Paper Notes to be issued from time to time. Pursuant to the terms of the Trust Agreement, the Authority may issue and sell Commercial Paper Notes, which will be short-term promissory notes 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 Notes will be placed through Barclays Capital Inc., TD Securities (USA) LLC, and Morgan Stanley & Co. LLC and as more particularly defined in the Trust Agreement, collectively, the “Dealers” and each, a “Dealer.” Subject to the satisfaction of all conditions precedent in the Trust Agreement and the Reimbursement Agreements, the Commercial Paper Notes may be issued from time to time as Series 1 Notes, Series 1-T Notes, Series 2 Notes or Series 2-T Notes. The Commercial Paper Notes may be issued as physical certificates (the “Physical Commercial Paper

Notes”) substantially in the form of Exhibit A-1 in the case of the City of San José Financing Authority Tax-Exempt Lease Revenue Commercial Paper Notes, Series 1 (the “Series 1 Commercial Paper Notes”) or the City of San José Financing Authority Tax-Exempt Lease Revenue Commercial Paper Notes, Series 2 (the “Series 2 Commercial Paper Notes”), and Exhibit A-2 in the case of the City of San José Financing Authority Taxable Lease Revenue Commercial Paper Notes, Series 1-T (the “Series 1-T Commercial Paper Notes”) or the City of San José Financing Authority Taxable Lease Revenue Commercial Paper Notes, Series 2-T (the “Series 2-T Commercial Paper Notes”), to the Trust Agreement, or as obligations (“Book-Entry Commercial Paper Notes”) evidenced by a Master Note substantially in the form of Exhibit B-1 in the case of the Tax-Exempt Commercial Paper Notes, and Exhibit B-2 in the case of the Taxable Commercial Paper Notes, to the Trust Agreement. The Master Notes and the Authority's obligations thereunder will be issued in accordance with applicable rules and regulations of DTC.

2. Master Notes: Supply of Commercial Paper Notes.

(a) The Book-Entry Commercial Paper Notes are evidenced by (i) a Master Note representing 100% of the principal amount of the Series 1 Commercial Paper Notes as may be Outstanding from time to time, (ii) a Master Note representing 100% of the principal amount of the Series 2 Commercial Paper Notes as may be Outstanding from time to time, (iii) a Master Note representing 100% of the principal amount of the Series 1-T Commercial Paper Notes as may be Outstanding from time to time, and (iv) a Master Note representing 100% of the principal amount of the Series 2-T Commercial Paper Notes as may be Outstanding from time to time. Each Master Note bears the manual or electronic signature of an Authorized Representative (as hereinafter defined), countersigned for authentication by you, is registered in the name of the Nominee and is unavailable for transfer to the beneficial owners thereof.

You shall maintain the Master Notes 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 Notes, the beneficial ownership interests therein shall be shown on, and the transfer of ownership thereof shall be effected through, entries on the books maintained by DTC and the books of its Participants. The Master Notes and the Book-Entry Commercial Paper Notes represented thereby shall be subject to DTC's rules and procedures in effect at the time of the issuance of Book-Entry Commercial Paper Notes, as the same shall be amended from time to time. You shall cooperate with the Authority in assuring compliance with such rules and procedures. In connection with the DTC Same Day Funds Settlement (“SDFS”) Money Market Instrument (“MMI”) program, the Authority understands that as one of the conditions of its participation therein, it was necessary for you to execute a Letter of Representations and for DTC to receive and accept such Letter of Representations. So long as the Master Notes are issued and any Book-Entry Commercial Paper Notes are Outstanding, no Physical Commercial Paper Notes may be issued.

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

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

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

4. Completion Authentication and Delivery of Commercial Paper Notes.

(a) Instructions for the issuance of Commercial Paper Notes will be given via e-mail, or by telephone. Instructions given by telephone, email 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 Authority shall instruct you to issue Book-Entry Commercial Paper Notes by entering the appropriate DTC instrument codes and, after issuing such instructions, it is understood that the records maintained by you shall represent the aggregate principal amount of Book-Entry Commercial Paper Notes then outstanding and the aggregate unpaid interest thereon unless subsequently modified by the Authority 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 Note, you shall: (a) determine the net proceeds due the Authority 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 Authority or the applicable 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 Note has settled in accordance with DTC's appropriate rules, regulations and procedures. The Authority hereby agrees with you that it shall repay such Book-Entry Commercial Paper Notes in accordance with the instructions provided to you by the Authority or the applicable Dealer, and that the aggregate amount owing at any time by the Authority in connection with all Outstanding Book-Entry Commercial Paper Notes shall be the amount of (x) the aggregate principal amount of such Book-Entry Commercial Paper Notes 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 Note is prepaid by the Authority prior to its scheduled maturity, then such interest amount shall 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 Notes plus the aggregate interest paid by the Authority on all Book-Entry Commercial Paper Notes which shall have either matured or been presented for prepayment.

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

(A) complete each Physical Commercial Paper Note as to its note number, principal amount (which shall not be less than \$100,000), interest rate, payee, date of issue, maturity date (which shall be a Business Day and shall not be more than 270 days from the date of issue nor later than five (5) days prior to the stated expiration or termination date of the Credit Facility unless the Authority shall have arranged for an Alternate Credit Facility), and place of payment; and

(B) manually countersign each Physical Commercial Paper Note, 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 Note(s) to the applicable Dealer or its designated consignees, which delivery shall 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, transmission-mail or in writing must be received by you by 1:00 p.m. New York time, if the Commercial Paper Note(s) are to be delivered the same day. Telephonic and e-mail instructions shall be confirmed in writing or by e-mail the same day by 4:00 p.m. New York time.

(c) The Authority understands that although you have been instructed to deliver Physical Commercial Paper Notes against payment, delivery of Physical Commercial Paper Notes 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 Note to the applicable Dealer or its designated consignee as provided in Paragraph 4(a)(2)(C), the Authority shall bear the risk that such Dealer or designated consignee fails to remit payment for the Physical Commercial Paper Notes to you. It is understood that each delivery of Physical Commercial Paper Notes hereunder shall 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 Authority, you shall not issue or deliver any Commercial Paper Notes pursuant to such instructions if, immediately after issuance of such Commercial Paper Notes, the aggregate principal amount of all Commercial Paper Notes, Advances and Term Loans evidenced by the Revolving Notes Outstanding would exceed the Maximum Principal Amount. Additionally, no Commercial Paper Note 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 (5) days prior to the expiration of the applicable Credit Facility unless the Authority 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 principal amount of the Commercial Paper Notes to be Outstanding and interest accrued or to accrue thereon, together with the amount of any Advances and Term Loans evidenced by the applicable Revolving Note, as of the date of such issuance does not exceed the stated amount of applicable Credit Facility.

(e) Notwithstanding anything to the contrary herein, if any officer or administrator of your Corporate Trust Department receives a No-Issuance Notice or a Final Drawing Notice with respect to one or more series of the Commercial Paper Notes from the related Bank, you shall cease completing and countersigning, and shall use reasonable efforts to cease delivery of such series of the Commercial Paper Notes, notwithstanding any contrary instructions from the Authority, until such time as the related Bank shall have rescinded the No-Issuance Notice and/or Final Drawing Notice and shall have consented to the issuance of Commercial Paper Notes of such Series by a notice in writing to you.

5. Proceeds of Sale of the Commercial Paper Notes. 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 Issuing and Paying Agent Fund in the Authority's name (the "Issuing and Paying Agent Fund"), and you will establish within such Issuing 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 Trustee. You will, contemporaneously with the execution and delivery of this Agreement, and for purposes of this Agreement and the Trust Agreement, (a) establish within the Bank Reimbursement Account a Series 1 Subaccount, a Series 1-T Subaccount, a Series 2 Subaccount and a Series 2-T Subaccount and (b) establish within 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 Notes are to be credited to the Issuing and Paying Agent Fund or transferred to the Subaccounts and Accounts within the Project Fund or the Accounts within the Costs of Issuance Fund held by the Trustee and applied in accordance with the provisions of the Trust Agreement and instructions provided to you by the Authority or the applicable Dealer, as provided in the Trust Agreement. You shall apply the purchase price for Commercial Paper Notes for the purposes set forth in Section 3.02 of the Trust Agreement and in accordance with the written instructions of the Authority. You shall apply the funds on deposit in the Issuing 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 shall authenticate and deliver the Commercial Paper Notes and accept the duties and obligations of the Issuing 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 available funds from the Base Rental Account within the Issuing and Paying Agent Fund for our account.

6. Payment of Matured Commercial Paper Notes; Payments to Banks.

(a) On the date that any Commercial Paper Notes are scheduled to mature or if the Issuing and Paying Agent has received the Final Drawing Notice under a Credit Facility, you shall, by no later than 11:00 a.m. New York time on such maturity date or, in the case of receipt of the Final Drawing Notice, promptly upon receipt of such Final Drawing Notice, request a drawing in accordance with the terms of the applicable Reimbursement Agreement and Credit Facility by delivering via e-mail a sight draft (if required under the applicable Credit Facility) and any required drawing certificates, as appropriate, in an amount equal to the principal amount of and interest on the applicable series of Commercial Paper Notes maturing on such date or, in the case of the 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 series of the Commercial Paper Notes that were outstanding on the date such Final Drawing Notice was delivered. The proceeds of all such Advances made pursuant to the applicable Credit Facility shall be deposited in the applicable subaccount of the Payment Account within the Issuing and Paying Agent Fund and expended for the payment of principal of and interest on maturing Commercial Paper Notes of the applicable Series. When any matured Commercial Paper Note is presented to you for payment by the holder thereof, payment shall be made from and charged to the applicable subaccount of the Payment Account within the Issuing and Paying Agent Fund. Amounts held for the payment of maturing Commercial Paper Notes shall be held by you uninvested until the matured Commercial Paper Note is presented for payment by the holder thereof.

(b) You shall pay to the related Bank, from moneys on deposit in the applicable subaccounts of the Bank Reimbursement Account, the Base Rental Account and the Administrative Expense Account of the Issuing and Paying Agent, amounts required to be paid (1) to reimburse such Bank for Advances or drawings under the Credit Facility evidenced by the related Revolving Note made to pay the principal of and interest on the applicable series of the Commercial Paper Notes and (2) to pay the interest and principal then due and payable with respect to Advances or drawings under the Credit Facility evidenced by the related Revolving Note in accordance with its terms and the applicable Reimbursement Agreement.

7. Reliance on Instructions. You shall incur no liability to the Authority in acting hereunder upon telephonic, e-mail 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 Authority hereby consents to such recording.

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

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

10. Notice: Addresses.

(a) All communications by or on behalf of the Trustee, the Authority or a Dealer, by telephone or otherwise, relating to the completion, authentication, delivery or payment of the Commercial Paper Note(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 Authority or the Dealers). The Authority will send all Commercial Paper Notes 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 shall specify in writing to the Authority). You will advise the Trustee, the Authority and the Dealers 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 Notes and will supply a list of employees authorized to receive telephonic instructions.

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

if to the Authority, at the following address:

City of San José
c/o: Finance Department-Debt Management/Finance Department
200 East Santa Clara Street, 13th Floor
San José, California 95113-1905

if to you, at the following addresses:

Computershare Trust Company,
National Association
1505 Energy Park Drive
St. Paul, MN 55108
Attention: Vanessa Gonzalez

if to the Dealers:

To their addresses as indicated in their respective Dealer Agreements

if to the Banks:

To their addresses as indicated in their respective Reimbursement Agreement(s)

if to the Trustee, at the following address:

Computershare Trust Company,
National Association
1505 Energy Park Drive
St. Paul, MN 55108
Attention: Vanessa Gonzalez

or to such other address or addresses as any such person shall have designated to the others by notice given in accordance with the provisions of this paragraph 10(b).

Notices shall be deemed delivered when received at the address specified above. For purposes of this paragraph, “when received” shall mean 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 Authority given at any time and from time to time, you shall promptly provide the Authority with information with respect to the Commercial Paper Note(s) issued and paid hereunder. Such request shall be in written form and shall include the serial number, principal amount, date of issue, maturity date and interest rate of each Commercial Paper Note which has been issued or paid by you and for which the request is being made. You and the Authority 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, directors, employees or agents shall be liable for any act or omission hereunder, except in the case of ordinary negligence or willful misconduct, in which case you shall indemnify, defend and hold harmless the Authority'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 Authority's gross negligence or willful misconduct. This indemnity obligation will survive termination of this Agreement.

13. Indemnification. The Authority agrees to indemnify and hold you and your officers, directors, employees and agent harmless from and against all liabilities, claims, damages, costs and expense (including attorney 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 shall survive the resignation or removal of you and the termination or assignment 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 Issuing 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 Authority, the City, any of the Banks or any other person.

15. Benefit of Agreement. This Agreement is solely for the benefit of the parties hereto, the Banks, the Dealers and the holders of any Notes, and no other person shall acquire or have any right under or by virtue hereof. Each Bank shall be a third party beneficiary of this Agreement with the power to enforce the same until the later of (i) the date the applicable Credit Facility have terminated and been surrendered to such Bank for cancellation and (ii) the date all amounts payable under the applicable Reimbursement Agreement and the related Revolving Note have been satisfied in full.

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; and Venue. This Agreement is to be delivered and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of California. THE PARTIES AGREE THAT VENUE SHALL BE EXCLUSIVELY VESTED IN THE STATE COURTS OF THE COUNTY OF SANTA CLARA, OR IF FEDERAL JURISDICTION IS APPROPRIATE, EXCLUSIVELY IN THE UNITED STATES DISTRICT

COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, LOCATED IN SAN JOSE, CALIFORNIA.

18. Fees. You shall receive fees from the Authority for acting as depository, issuing agent and paying agent hereunder in such amounts as you and the Authority shall agree from time to time in writing. You shall send an invoice to the Authority for any such amounts at least 30 days prior to the due date thereof.

19. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement. This Agreement shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature, (ii) a scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"), in each case to the extent applicable. Each scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any scanned, or photocopied manual signature, or other electronic signature, of any other party (whether such signature is with respect to this Agreement, or any notice or other ancillary document delivered pursuant to or in connection with this Agreement) and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof.

20. Prior Agreement. Computershare Trust Company, National Association is the successor to the Prior Issuing and Paying Agent, under that the Prior Issuing and Paying Agent Agreement. You and the Authority hereby agree that this Agreement amends and restates the Prior Issuing and Paying Agreement in its entirety as of the date hereof.

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

22. Additional Rights of Issuing and Paying Agent. In addition to the indemnification provided herein, as it relates to you hereunder, all of the rights, privileges, powers, immunities, indemnities, limitations of liability of the Trustee (in all of its capacities), as set forth in the Trust Agreement shall also apply to you under this Agreement as if specifically set forth herein. In the event of any conflict between the terms of this Agreement and the Trust Agreement, this Agreement shall control. No covenant, obligation or agreement of you or the Trustee (in any of its capacities) contained in this Agreement or the Trust Agreement shall be deemed to be a covenant, obligation or agreement of any present or future director, officer, employee or agent of you or the Trustee in its individual capacity.

29. Force Majeure. In no event shall you be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused, directly or indirectly, by forces beyond your control, including, without limitation any (i) act or provision of any present or future law or act of any regulation or governmental authority, (ii) act of God, (iii) natural disaster, (iv) war, (v) terrorism, (vi) civil unrest, (vii) utility failure, (viii) labor dispute, (ix) disease, (x) epidemic or pandemic, (xi) quarantine, (xii) national emergency, (xiii) computer hardware or software failure, (xiv) communications system failure, (xv) malware or ransomware attack or (xvi)

unavailability of the Federal Reserve Bank wire or telex system or other applicable wire or funds transfer system, or (xvii) unavailability of any securities clearing system.

[Signature Page Follows]

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

**CITY OF SAN JOSE FINANCING
AUTHORITY**

By: _____
Maria Öberg
Treasurer

APPROVED AS TO FORM:
Nora Frimann, City Attorney

By: _____
Rosa Tsongtaatarii
Chief Deputy City Attorney

AGREED TO AND ACCEPTED:

**COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION,** as Issuing
and Paying Agent

By: _____
[]
Authorized Representative