

**EIGHTH SUPPLEMENT TO  
AMENDED AND RESTATED TRUST AGREEMENT**

**Dated as of May 1, 2025**

**By and Between the**

**CITY OF SAN JOSE FINANCING AUTHORITY**

**and**

**COMPUTERSHARE TRUST COMPANY,  
NATIONAL ASSOCIATION,  
as Trustee**

**Relating to**

**City of San José Financing Authority  
Tax-Exempt Lease Revenue  
Commercial Paper Notes, Series 1**

**and**

**City of San José Financing Authority  
Taxable Lease Revenue  
Commercial Paper Notes, Series 1-T**

**City of San José Financing Authority  
Tax-Exempt Lease Revenue  
Commercial Paper Notes, Series 2**

**and**

**City of San José Financing Authority  
Taxable Lease Revenue  
Commercial Paper Notes, Series 2-T**

**EIGHTH SUPPLEMENT TO  
AMENDED AND RESTATED TRUST AGREEMENT**

THIS EIGHTH SUPPLEMENT TO AMENDED AND RESTATED TRUST AGREEMENT, dated as of May 1, 2025 (this “Eighth Supplement”), is by and between the CITY OF SAN JOSE FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the “Authority”), and COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as successor to Wells Fargo Bank, National Association as trustee (in such capacity, the “Trustee”).

**RECITALS**

**WHEREAS**, the Authority is a joint exercise of powers authority duly organized and existing under and pursuant to that certain Joint Exercise of Powers Agreement, dated December 8, 1992 (the “Joint Powers Agreement”), by and between the City of San José (the “City”) and the former Redevelopment Agency of the City of San José (the “Former Agency”), and under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”), and is authorized pursuant to the Act to borrow money for the purpose, among other things, of financing and refinancing public capital improvements for the City and the Former Agency; and

**WHEREAS**, the Former Agency, as of February 1, 2012, has been dissolved and the City has become the successor agency of the Former Agency pursuant to Part 1.85 of Division 24 of the California Health and Safety Code and per California Health and Safety Code Section 34178(b)(3), the Joint Powers Agreement remains in effect; and

**WHEREAS**, the Authority has heretofore determined to adopt and implement a commercial paper program under which the Authority provides financing for certain public capital improvements for the City and other items; and

**WHEREAS**, pursuant to an Amended and Restated Trust Agreement, dated as of June 1, 2005, by and between the Authority and the Trustee, as amended and supplemented from time to time up to and including the Seventh Supplement to Amended and Restated Trust Agreement, dated as of September 1, 2021, between the Authority and the Trustee (as so amended and supplemented, the “Trust Agreement”), and the Act, the Authority from time to time has issued its (i) Tax-Exempt Lease Revenue Commercial Paper Notes, Series 1 (the “Series 1 Notes”), (ii) Taxable Lease Revenue Commercial Paper Notes, Series 1-T (the “Series 1-T Notes”), (iii) Tax-Exempt Lease Revenue Commercial Paper Notes, Series 2 (the “Series 2 Notes”), and (iv) Taxable Lease Revenue Commercial Paper Notes, Series 2-T (the “Series 2-T Notes”); and

**WHEREAS**, the delivery of one or more letters of credit to support the payment of principal and interest on the Series 1 Notes, the Series 1-T Notes, the Series 2 Notes and the Series 2-T Notes (collectively, the “Notes” and each a “Series of Notes”) is a condition precedent to the issuance of each Series of Notes under the Trust Agreement; and

**WHEREAS**, to support the Series 2 Notes and the Series 2-T Notes, U.S. Bank National Association (“U.S. Bank”) previously delivered an irrevocable direct-pay letter of credit (the “U.S. Bank Letter of Credit”) pursuant to a Letter of Credit and Reimbursement Agreement dated as of

February 1, 2013, among the Authority, the City of San José (the “City”) and U.S. Bank, as amended from time to time, which letter of credit expires on June 20, 2025; and

**WHEREAS**, pursuant to a Site Lease, dated as of January 1, 2004, between the City, as lessor, and the Authority, as lessee (as amended and supplemented from time to time prior to the date hereof, the “Existing Site Lease”), the City leased certain real property, including buildings and improvements thereon (the “Property”), owned by the City to the Authority; and

**WHEREAS**, pursuant to a Sublease, dated as of January 1, 2004, between the Authority, as sublessor, and the City, as sublessee (as amended and supplemented from time to time prior to the date hereof, the “Existing Sublease”), the Authority subleased the Property back to the City; and

**WHEREAS**, pursuant to the Existing Sublease, the City pays the Authority base rental lease payments (“Base Rental”) for use and occupancy of the Property, which payments are used to reimburse the providers of letters of credit for moneys drawn on such letters of credit to pay the principal and interest on the Notes from time to time; and

**WHEREAS**, in anticipation of the expiration of the U.S. Bank Letter of Credit, TD Bank, N.A. (the “Bank”) proposes to deliver an irrevocable direct-pay letter of credit to support the payment of principal and interest on the Series 1 Notes and the Series 1-T Notes (the “Letter of Credit”), in accordance with Section 6.02 of the Trust Agreement, pursuant to a Letter of Credit and Reimbursement Agreement dated May 1, 2025 (the “Reimbursement Agreement”), among the Authority, the City and the Bank, effective [May 20], 2025 (the “Effective Date”); and

**WHEREAS**, the Authority and the Trustee desire to amend the Trust Agreement, as provided in Section 7.01 thereof, to reflect the delivery of the Letter of Credit as an Alternate Credit Facility for the Series 1 Notes and the Series 1-T Notes; and

**WHEREAS**, concurrently with the execution and delivery of the Letter of Credit and this Eighth Supplement, the U.S. Bank Letter of Credit will be terminated by the Authority and the City, and the U.S. Bank Street Letter of Credit will be of no further force or effect thereafter; and

**WHEREAS**, the Governing Board of the Authority has authorized (i) the execution and delivery of this Eighth Supplement and (ii) the issuance by the Authority of Series 1 Notes and Series 1-T Notes in the aggregate principal amount not to exceed \$175,000,000 outstanding at any time, pursuant to the Trust Agreement, as amended by this Eighth Supplement, and the Issuing and Paying Agent Agreement; and

**WHEREAS**, concurrently with the delivery of the Letter of Credit, City and the Trustee are amending the Existing Site Lease and the Existing Sublease to, among other things, revise the schedule of maximum Base Rental attached thereto to reflect the release of certain components of the Property from the leasehold interests thereunder and extend the term thereof; and

**WHEREAS**, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Eighth Supplement do exist, have happened and have been performed in due time, form, and manner as required by law, and the parties hereto are duly authorized to execute and enter into this Eighth Supplement; and

**NOW, THEREFORE**, the parties hereto, in consideration of the premises and the mutual covenants and commitments of the parties set forth herein, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, hereby agree 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 Eighth Supplement. Capitalized terms which are defined in the Trust Agreement and which are not otherwise defined herein shall have the respective meanings given those terms in the Trust Agreement.

**Section 2. Waiver of Notice of Delivery of Alternate Credit Facility.** The Trustee hereby acknowledges the delivery by the Bank of the Letter of Credit as an Alternate Credit Facility with respect to the Series 1 Notes and Series 1-T Notes under the Trust Agreement, and that no Series 1 Notes and Series 1-T Notes were outstanding and no Credit Facility was in effect with respect to such notes immediately prior to the delivery of the Letter of Credit. The Trustee hereby further acknowledges that the Credit Facility previously delivered by U.S. Bank National Association to support the Series 2 Notes and Series 2-T Notes is being terminated concurrently with the execution and delivery of this Eighth Supplement. The Trustee hereby waives the requirement set forth in Section 6.02 of the Trust Agreement that the Authority provide written notice of such delivery and termination to the Trustee not less than 30 days prior to the Effective Date.

**Section 3. Amendments to Trust Agreement.**

(a) The following defined terms are added to Section 1.02 of the Trust Agreement, and made a part thereof:

**“Eighth Supplement”** means the Eighth Supplement to Amended and Restated Trust Agreement, dated as of May 1, 2025, between the Authority and the Trustee.

**“Final Drawing Notice”** with respect to a series of the Commercial Paper Notes means a notice from the related Bank to the Issuing and Paying Agent not to authenticate and deliver any additional Commercial Paper Notes of the applicable Series supported by the same Credit Facility and instructing the Issuing and Paying Agent to make the final drawing under the applicable Credit Facility and notifying the Issuing and Paying Agent of the termination date of such Credit Facility.

(b) The following defined terms set forth in Section 1.02 of the Trust Agreement are hereby amended to read as follows:

**“Bank” or “Banks”** means, collectively, the provider or providers issuing a Credit Facility or any provider or providers issuing an Alternate Credit Facility, as long as such Credit Facility or Alternate Credit Facility is in effect with respect to any of the Commercial Paper Notes. Commencing on the effective date of the Eighth Supplement and upon termination of the Credit Facility previously delivered by U.S. Bank National Association, references to “Bank” or “Banks” shall mean TD Bank, N.A., as the provider of an Alternate Credit Facility with respect to the Series 1 Notes and the Series 1-T Notes.

**“Issuing and Paying Agent”** means Computershare Trust Company, National Association, as successor to Wells Fargo Bank, National Association, acting as the issuing

and paying agent of the Trustee, or any successor trustee appointed pursuant to Article IV hereof or any other issuing and paying agent appointed pursuant to Article V hereof.

**“Issuing and Paying Agent Agreement”** means the Third Amended and Restated Issuing and Paying Agent Agreement dated as of May 1, 2025, between Computershare Trust Company, National Association, and the Authority, or any similar agreement between the Authority and any successor or substitute Issuing and Paying Agent Agreement.

**“Maximum Principal Amount”** means, \$175,000,000, or such lesser principal amount of indebtedness designated by the Authority which, if it bore interest at the Maximum Interest Rate and principal and such interest were payable annually 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 pursuant to the Sublease) during the remaining term of the Sublease. Notwithstanding the foregoing, the Maximum Principal Amount of the combined Series 1 Notes and the Series 1-T Notes is \$175,000,000; and the Maximum Principal Amount of the combined Series 2 Notes and the Series 2-T Notes is \$0.

**“Reimbursement Agreement”** means the Letter of Credit and Reimbursement Agreement dated as of May 1, 2025, among the Authority, the City and TD Bank, N.A., with respect to the Series 1 Notes and the Series 1-T Notes, pursuant to which a Credit Facility has been issued to support the payment of the Series 1 Notes and the Series 1-T Notes, as the same may be amended, supplemented or otherwise modified from time to time, or other agreement executed from time to time in connection with the delivery of a Credit Facility. References to “Reimbursement Agreement” or “Reimbursement Agreements” herein shall be deemed to refer to the Reimbursement Agreement for the applicable series of Commercial Paper Notes.

**“Site Lease”** means that certain Site Lease, dated as of January 1, 2004, as amended by a First Amendment to Site Lease dated as of June 1, 2005, a Second Amendment to Site Lease dated as of November 1, 2005, a Third Amendment to Site Lease dated as of March 1, 2011, a Fourth Amendment to Site Lease dated as of February 1, 2013, a Fifth Amendment to Site Lease dated as of November 1, 2015, and a Sixth Amendment to Site Lease dated as of May 1, 2025], in each case by and between the Authority and the City, and including any further amendments or supplements thereto made or entered into in accordance with the terms hereof and of the Site Lease.

**“Sublease”** means that certain Sublease, dated as of January 1, 2004, as amended by the First Amendment to Sublease dated as of June 1, 2005, the Second Amendment to Sublease dated as of November 1, 2005, the Third Amendment to Sublease dated as of March 1, 2011, the Fourth Amendment to Sublease dated as of February 1, 2013, the Fifth Amendment to Sublease dated as of November 1, 2015, the Sixth Amendment to Sublease dated as of August 1, 2018, the Seventh Amendment to Sublease dated as of September 1, 2021, and the Eighth Amendment to Sublease dated as of May 1, 2025, in each case by and between the Authority and the City, and as hereafter further amended or supplemented in accordance with the terms hereof and of the Sublease.

**“Trust Agreement”** means the Amended and Restated Trust Agreement, as amended and supplemented by the First Supplement, the Second Supplement, the Third Supplement,

the Fourth Supplement, the Fifth Supplement, the Sixth Supplement, the Seventh Supplement and the Eighth Supplement, and as hereafter further amended or supplemented in accordance with the terms thereof.

(c) Section 2.11 of the Trust Agreement is hereby amended to read as follows:

**Section 2.11. Draws Under Credit Facilities for Commercial Paper Notes.** The Authorized Representative has arranged for a Credit Facility to be delivered to the Issuing and Paying Agent with respect to any Series 1 Notes and Series 1-T Notes. The Issuing and Paying Agent will draw moneys, or demand payment, under the Credit Facility for the Series 1 Notes and Series 1-T Notes in accordance with the terms thereof in amounts necessary to make timely payment of the principal of and interest on the Series 1 Notes and Series 1-T Notes when due. As of the effective date of the Eighth Supplement, no Credit Facility has been delivered with respect to the Series 2 Notes and Series 2-T Notes, and no such Commercial Paper Notes may be issued on and after such date.

The Issuing and Paying Agent will deposit the moneys received with respect to each drawing or payment under each Credit Facility in effect from time to time in the applicable subaccount of the Payment Account established under Section 3.05, which account will be maintained so long as any Commercial Paper Notes of the applicable series have not been paid. Moneys in the subaccounts of the Payment Account will not be commingled with any other moneys and will be used and applied only to pay the principal of or interest on the series of Commercial Paper Notes for which the draw or payment under such Credit Facility was made and may be used and applied for no other purpose, including without limitation the payment of the applicable Revolving Note or the interest thereon. Any monies in the subaccounts of the Payment Account will be held uninvested until applied for the purposes herein provided.

(d) Section 3.01(e)(H) is hereby amended to read in its entirety as follows:

(H) the Issuing and Paying Agent shall not have received a No-Issuance Notice or a Final Drawing Notice with respect to such series of Commercial Paper Notes from the related Bank. If such notice is received, the Issuing and Paying Agent may only resume issuing such Commercial Paper Notes of such series if it has received notice from the related Bank that the No-Issuance Notice has been rescinded in writing and the Issuing and Paying Agent may resume delivering such Commercial Paper Notes of such series;

(e) Section 10.02(b) of the Trust Agreement is amended to read in its entirety as follows:

b. if to the Trustee, to Computershare Trust Company, National Association, 1505 Energy Park Drive, St. Paul, MN 55108, Attention: Vanessa Gonzelez;

(f) Section 10.02(e) of the Trust Agreement is amended to read in its entirety as follows:

e. if to a Bank or the Banks, to TD Bank, N.A.:

TD Bank, N.A.  
One Commerce Square

201 West High Street, 1st Floor  
Glassboro, New Jersey 08028  
Attention: Gary Martz  
Telephone: (215) 282-2799  
Email: Gary.Martz@td.com

With copies to:

TD Bank, N.A.  
1 Vanderbilt Ave, 14th Floor  
New York, New York 10017  
Attention: Hristiana Simeonova

(g) Exhibits D, F and G to the Trust Agreement are hereby replaced in their entirety with Exhibits D, F and G, respectively, attached hereto.

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

**Section 5. Effective Date.** This Eighth Supplement shall take effect upon its execution and delivery, but only upon the receipt of the consent of TD, Bank, N.A.

**Section 6. Severability of Invalid Provisions.** If any one or more of the provisions contained in this Eighth Supplement 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 Eighth Supplement and such invalidity, illegality or unenforceability will not affect any other provision of this Eighth Supplement, and this Eighth Supplement will be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority and the Trustee each hereby declares that it would have entered into this Eighth Supplement 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 Eighth Supplement may be held illegal, invalid or unenforceable.

**Section 7. Execution in Counterparts and Electronic Signatures.** This Eighth Supplement 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 Eighth Supplement 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 Eighth Supplement, or any notice or other ancillary document delivered pursuant to or in connection with this Eighth Supplement) and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof..

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused this Eighth Supplement to Amended and Restated Trust Agreement to be duly executed by their officers duly authorized as of the date first above written.

**CITY OF SAN JOSE FINANCING  
AUTHORITY**

By: \_\_\_\_\_  
Maria Öberg  
Treasurer

ATTEST:

By: \_\_\_\_\_  
Toni J. Taber, CMC  
Secretary

APPROVED AS TO FORM:  
Nora Frimann, City Attorney

By: \_\_\_\_\_  
Rosa Tsongtaatarii  
Chief Deputy City Attorney

**COMPUTERSHARE TRUST COMPANY,  
NATIONAL ASSOCIATION, as Trustee**

By: \_\_\_\_\_  
[ ]  
Authorized Representative

The undersigned hereby consent to the execution and delivery of this Eighth Supplement to Amended and Restated Trust Agreement.

**TD BANK, N.A.**, as the Bank with respect to  
the Series 1 Notes and the Series 1-T Notes

By: \_\_\_\_\_  
[ ]  
Authorized Representative

**EXHIBIT D**

**FORM OF PAYMENT REQUEST**

[Letterhead of City of San José]

PAYMENT  
REQUEST NO. \_\_\_\_\_

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

Re: City of San José Financing Authority Tax-Exempt Lease Revenue Commercial Paper  
Notes, Series 1

and

City of San José Financing Authority Taxable Lease Revenue Commercial Paper  
Notes, Series 1-T

Ladies and Gentlemen:

Pursuant to [Section 3.05] [Section 3.07] of the Amended and Restated Trust Agreement, dated as of June 1, 2005, by and between the City of San José Financing Authority (the “Authority”) and Computershare Trust Company, National Association, as successor trustee (the “Trustee”), as amended and supplemented from time to time up to and including the Eighth Supplement to Amended and Restated Trust Agreement, dated as of May 1, 2025, between the Authority and the Trustee (as so amended and supplemented, the “Trust Agreement”), you are hereby instructed to disburse the sum of \$\_\_\_\_\_ from the [Administrative Expense Account of the Issuing and Paying Agent Fund][\_\_\_\_\_ Account of the Costs of Issuance Fund] established under the [Issuing and Paying Agent Agreement][Trust Agreement]. You are instructed to pay such disbursement to the order of the following payee, and for the following cost(s) and/or expense(s).

Payee: \_\_\_\_\_

Cost(s) and/or expense(s) for which disbursement is requested:

\_\_\_\_\_.

Dated: \_\_\_\_\_

City of San José

By \_\_\_\_\_  
City Representative

**EXHIBIT F**  
**FORM OF DISBURSEMENT REQUEST**  
**(Project Accounts)**

[Letterhead of City of San José]

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

Re: City of San José Financing Authority Tax-Exempt Lease Revenue Commercial Paper  
Notes, Series 1

and

City of San José Financing Authority Taxable Lease Revenue Commercial Paper  
Notes, Series 1-T

Request No. \_\_\_\_ for Disbursement From Project Fund

Dear Madams and Sirs:

In accordance with the terms of the Amended and Restated Trust Agreement, dated as of June 1, 2005, by and between the City of San José Financing Authority (the "Authority") and Computershare Trust Company, National Association, as successor trustee (the "Trustee"), as amended and supplemented from time to time (the "Trust Agreement"), you are hereby authorized and requested to make immediate disbursement of funds held by you for Project Costs (capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Trust Agreement) from the [Tax-Exempt Subaccount/Taxable Subaccount] of the \_\_\_\_\_ Account of the Project Fund.

You are hereby requested to pay from the [Tax-Exempt Subaccount/Taxable Subaccount] of the \_\_\_\_\_ Account of the Project Fund [or other account or subaccount within the Project Fund], to the Person designated on Schedule A attached hereto as payee(s), the sum set forth on said Schedule, in payment of all or a portion of the Project Costs described on said Schedule.

The undersigned hereby certifies that (i) no part of the amount requested herein has been included in any other request previously filed with you; (ii) to the knowledge of the undersigned, there has not been filed with or served upon the City of San José (the "City") any notice of any lien or attachment upon or claim (except for any preliminary notice of lien as may be filed in accordance with law) affecting the right of the Person designated in Schedule A to receive payment of the amount stated below, which lien has not been released or will not be released simultaneously with the payment requested hereunder; (iii) the labor, services and/or materials covered hereby have been performed or furnished and the payment requested herein is due and payable under a purchase order, contract or other authorization, and (iv) if item (iii) is inapplicable to the requested payment, the amount requested is either for (a) refinancing of obligations of the City or the Authority, as approved

by the City Council and Authority Board, and is in an amount that, when added to any amount previously paid, will not exceed the total amount authorized by the City Council and the Authority Board, (b) funding a loan to the Low and Moderate Income Housing Fund, as approved by the City Council and the Authority Board, and is in an amount that, when added to any amount previously advanced for such purpose, will not exceed the total amount of the loan authorized by the City Council and the Authority Board, (c) making advances to the City in order to allow the City to meet its cash flow needs, and is in an amount that, when added to any amount previously advanced for such purpose, or (d) financing of start-up costs relating to the City's establishment of a community choice aggregation program for the provision of electrical power within the City's boundaries with the proposed name "San José Clean Energy", including capitalized interest and certain related costs, will not exceed the total amount authorized by the City Council and the Authority Board. The undersigned further certifies that with respect to expenditures from the Project Fund funded with the proceeds of the Tax-Exempt Commercial Paper Notes that (i) not more than 5% of the amount disbursed to date from the Project Fund, including the amount disbursed hereby, will be used to provide for property that will be used in any trade or business of any non-governmental person (i.e., any entity or person other than a state or a political subdivision thereof), other than as a member of the general public; and (ii) not more than 5% of the amount disbursed to date from the Project Fund, including the amount disbursed hereby, will be used to pay working capital expenses relating to the start-up of the Project.

Dated: \_\_\_\_\_

CITY OF SAN JOSE

By: \_\_\_\_\_  
Title: [Departmental Director/Assistant  
Director/City Manager or designee]

Approved:

CITY OF SAN JOSE FINANCING  
AUTHORITY

By: \_\_\_\_\_  
[Treasurer/Assistant Director of Finance/  
Deputy Director of Finance, Debt and  
Treasury Management/Debt Administrator of  
the City of San José]

**Schedule A**

Payee ( <u>include address</u> )	Description of Costs	<u>Amount</u>
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## EXHIBIT G

### FORM OF ISSUANCE REQUEST TO PAYING AGENT\*

REQUEST NO. \_\_\_\_

[This is to confirm the instructions previously given by telephone on this date.]

Pursuant to Section 3.01 of the Amended and Restated Trust Agreement, dated as of June 1, 2005, by and between the City of San José Financing Authority (the “Authority”) and Computershare Trust Company, National Association, as successor trustee (the “Trustee”), as amended and supplemented from time to time (the “Trust Agreement”), the undersigned, an Authorized Representative of the Authority does hereby request Computershare Trust Company, National Association, as Issuing and Paying Agent (the “Issuing and Paying Agent”) under the Third Amended and Restated Issuing and Paying Agent Agreement dated as of May 1, 2025, between the Authority and the Issuing and Paying Agent, to issue Commercial Paper Notes, as follows:

1. Designation of Commercial Paper:  
(including Tax-Exempt or Taxable and  
Series Designation) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Amount of Tax-Exempt Commercial Paper  
Notes being issued under the Act \_\_\_\_\_
3. Amount of Tax-Exempt Commercial Paper  
Notes being issued under the Refunding  
Law \_\_\_\_\_
5. Amount of Taxable Commercial Paper  
Notes being issued under the Act \_\_\_\_\_
6. Amount of Taxable Commercial Paper  
Notes being issued under the Refunding  
Law \_\_\_\_\_
7. Date of Requested Issuance: \_\_\_\_\_
8. Total Principal Amount: \$ \_\_\_\_\_  
  
Renewal Notes: \$ \_\_\_\_\_  
Original Issue Notes \$ \_\_\_\_\_
9. Total Purchase Price for Notes\*\*: \$ \_\_\_\_\_

\*To promptly follow telephone issuance request, given no later than 1:00 p.m. (New York City time) on the [date prior to] the Date of Requested Issuance specified in Paragraph I herein.

\*\*If the Purchase Price is other than the Principal Amount, the Dealer shall certify, in writing, as to the Purchase Price of such Notes.

The maturity dates and principal amounts for the Commercial Paper Notes and instructions for the deposit by the Trustee of the proceeds of the Commercial Paper Notes are set forth in Exhibit A hereto.

[Select one of the following paragraphs]

[The Authority is using the book-entry system with respect to the Commercial Paper Notes and, accordingly, the Issuing and Paying Agent shall debit the purchaser's account at the Depository against credit to the Issuing and Paying Agent's account at the Depository, which purchase shall then be recorded on the books and records of the Issuing and Paying Agent maintained with respect to each Master Note.]

or

[The Authority is no longer using the book-entry system with respect to the Commercial Paper Notes and, accordingly, the Issuing and Paying Agent shall authenticate the Commercial Paper Notes by countersignature of its authorized officer or employee and deliver them to the named purchaser or purchasers thereof upon receipt of payment in accordance with the custom then prevailing in the New York financial market in regard to such Commercial Paper Notes, and the rules of the New York Clearinghouse shall apply thereto.]

Pursuant to Section 3.01 of the Trust Agreement, the undersigned hereby certifies that all action on the part of the Authority necessary for the valid issuance of the Commercial Paper Notes being issued pursuant to this request has been taken, that all provisions of California law necessary for the valid issuance of such Commercial Paper Notes with provision for interest exemption from California personal income taxation have been complied with [, that all provisions of federal law for the valid issuance of Tax-Exempt Commercial Paper Notes with provision for the exclusion of interest from gross income for federal income tax purposes have been complied with,] and that such Commercial Paper Notes in the possession of the Holders thereof will be valid and enforceable obligations of the Authority according to their terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted.

[The Authority further certifies that it is in compliance with the conditions to the issuance of Tax-Exempt Commercial Paper Notes specified in Section 3.01(e) of the Trust Agreement, and hereby reconfirms all of its expectations set forth in the Nonarbitrage Certificate as of the date of this Issuance Request.]

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

Date: \_\_\_\_\_  
Request Number: \_\_\_\_\_

CITY OF SAN JOSE FINANCING AUTHORITY



By: \_\_\_\_\_  
Authorized Representative

cc: Computershare Trust Company,  
National Association,  
as Trustee

Exhibit A  
to  
Form of Issuance Request to Paying Agent  
Term of Commercial Paper Notes:

Renewal Notes

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Designation</u>
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Original Issue Notes

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Designation</u>
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The proceeds of Renewal Notes shall be deposited in the Bank Reimbursement Account of the Issuing and Paying Agent Fund, as provided in Section 3.02(a) of the Trust Agreement. The proceeds of Original Issue Notes shall be deposited as follows:

_____ Subaccount of the Capitalized Interest Account of the Project Fund	\$ _____
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_____ Subaccount of the Capitalized Fees Account of the Project Fund	\$ _____
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_____ Account of the Costs of Issuance Fund	\$ _____
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_____ Subaccount of the _____ Account of the Project Fund	\$ _____
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