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

Dated as of \_\_\_\_\_ 1, 2018

By and Between the

**CITY OF SAN JOSE FINANCING AUTHORITY**

and

**WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Trustee**

Relating to

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

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

and

and

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

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

## SIXTH SUPPLEMENT TO AMENDED AND RESTATED TRUST AGREEMENT

THIS SIXTH SUPPLEMENT TO AMENDED AND RESTATED TRUST AGREEMENT, dated as of \_\_\_\_\_ 1, 2018 (the "Sixth Supplement"), is by and between the CITY OF SAN JOSE FINANCING AUTHORITY (the "Authority"), a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "Authority"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (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, 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 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 exercise of powers agreement establishing the Authority remains in effect; and

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

**WHEREAS**, on January 28, 2004, pursuant to the Act and a Trust Agreement, dated as of January 1, 2004 (the "Original Trust Agreement"), between the Authority and the Trustee, the Authority delivered its first issue of its not to exceed \$98,000,000 Tax-Exempt Lease Revenue Commercial Paper Notes (the "Tax-Exempt Commercial Paper Notes"); and

**WHEREAS**, concurrently with the delivery of the first issue of the Tax-Exempt Commercial Paper Notes, the Authority and the City entered into a Site Lease, dated as of January 1, 2004 (as amended, the "Site Lease"), pursuant to which the Authority leased from the City certain Property (as such term is defined therein) located in the City, including the buildings and improvements thereon owned by the City; and

**WHEREAS**, concurrently with the delivery of the first issue of the Tax-Exempt Commercial Paper Notes, the Authority and the City also entered into a Sublease, dated as of January 1, 2004 (as amended, the "Sublease"), pursuant to which the City subleased the Property from the Authority; and

**WHEREAS**, on November 9, 2004, the Authority and the City adopted resolutions, after a duly held public hearing, approving using proceeds of the Commercial Paper Notes (as defined below) to finance the installation and integration of computer software, software

licensing, hardware and certain related costs (including training and maintenance) related to the City's billing system referred to as the "Integrated Utility Billing, Customer Service and Performance Management System"; and

**WHEREAS**, the City, in order to increase its flexibility with respect to a portion of the Projects, requested that, pursuant to the Act, the Authority issue its City of San José Financing Authority Taxable Lease Revenue Commercial Paper Notes (the "Taxable Commercial Paper Notes"); and

**WHEREAS**, in order to aid the City, the Authority determined to amend and restate the Original Trust Agreement and to amend certain related documents in order to provide for the issuance of its Taxable Commercial Paper Notes as well as its Tax-Exempt Commercial Paper Notes (collectively, the "Commercial Paper Notes"); and

**WHEREAS**, on June 23, 2005, the Authority and the Trustee entered into an Amended and Restated Trust Agreement (as further amended as described below, the "Trust Agreement") in order to provide for the issuance of Taxable Commercial Paper Notes; and

**WHEREAS**, on November 17, 2005, the Authority and the Trustee entered into a First Supplement to Amended and Restated Trust Agreement (the "First Supplement") in order to increase the not-to-exceed maximum aggregate principal amount of Commercial Paper Notes from \$98,000,000 to \$116,000,000, and also to allow the additional use of the Commercial Paper Notes to finance the City's Central Service Yard Phase II Project and the demolition and clean up at the City's Main Service Yard; and

**WHEREAS**, on May 22, 2007, the Authority and the City Council of the City adopted resolutions, after a duly held public hearing, approving using proceeds of Taxable Commercial Paper Notes to pay for the cost of improvements to the City-owned HP Pavilion and related costs; and

**WHEREAS**, on October 21, 2008, the Authority and the City adopted resolutions approving amending the Amended and Restated Trust Agreement pursuant to a Second Supplement to Amended and Restated Trust Agreement (the "Second Supplement") in order to expand the Authority's ability to issue Commercial Paper Notes for the purpose of refunding bonds and other obligations of the City or the Authority pursuant to Government Code Sections 53570 et seq and 53580 et seq; and

**WHEREAS**, on April 20, 2010, the Authority and the City adopted resolutions approving amending the Amended and Restated Trust Agreement pursuant to a Third Supplement to Amended and Restated Trust Agreement (the "Third Supplement") in order to expand the Authority's ability to issue Commercial Paper Notes for the purposes of (i) financing certain low and moderate income housing activities and programs of the City by allowing the proceeds of the Commercial Paper Notes to be loaned to the Low and Moderate Income Housing Fund established under and pursuant to the Community Redevelopment Law, which fund is administered by the City, all as permitted by the Act, including Section 6588(c) thereof, and (ii) making working capital advances to the City in order to allow the City to meet its cash flow needs; and

**WHEREAS**, on February 12, 2013, the Authority and the City adopted resolutions approving amending the Amended and Restated Trust Agreement pursuant to a Fourth Supplement to Amended and Restated Trust Agreement (the "Fourth Supplement") in order to

provide for the delivery of two Alternate Credit Facilities in accordance with Section 6.02 of the Trust Agreement and to re-designate the series of the Commercial Paper Notes, as set forth in the Fourth Supplement; and

**WHEREAS**, on August 29, 2017, the Authority and the City adopted resolutions approving amending the Amended and Restated Trust Agreement pursuant to a Fifth Supplement to the Amended and Restated Trust Agreement (the “Fifth Supplement”) in order to expand the Authority’s ability to issue Commercial Paper Notes for the purposes of financing 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 in an amount not to exceed \$10,000,000, all as permitted by the Act, including Section 6588(c) thereof; and

**WHEREAS**, in addition to the actions described above, the Authority and City have previously authorized the issuance of Commercial Paper Notes to finance various City capital projects and other actions related to the maintenance of the Authority’s commercial paper program; and

**WHEREAS**, the Authority now desires to further amend the Amended and Restated Trust Agreement in order to increase the not-to-exceed maximum aggregate principal amount of Commercial Paper Notes from \$85,000,000 to \$125,000,000, in order to expand the Authority’s ability to issue Commercial Paper Notes for the purposes of financing the purchase of certain real property in the City commonly known as the San José Convention Center South Hall and the payment of certain related costs in an amount not to exceed \$47,000,000; and

**WHEREAS**, the Authority has determined to enter into this Sixth Supplement to Amended and Restated Trust Agreement in order to aid the City in financing the purchase of certain real property and certain related costs referenced above; 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 Sixth Supplement to Amended and Restated Trust Agreement 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 Sixth Supplement to Amended and Restated Trust Agreement; and

**WHEREAS**, the execution and delivery of this Sixth Supplement to Amended and Restated Trust Agreement have been duly approved and authorized by resolution of the Governing Board of the Authority;

**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:

## AGREEMENT

**Section 1.** The following defined terms are added to Section 1.02 of the Trust Agreement, and made a part thereof:

**"Sixth Supplement"** means the Sixth Supplement to Amended and Restated Trust Agreement, dated as of \_\_\_\_\_ 1, 2018, between the Authority and the Trustee.

**Section 2.** The following defined terms set forth in Section 1.02 of the Trust Agreement, as such terms may have been previously amended, are hereby revised as follows:

**"Maximum Principal Amount"** means, \$125,000,000, 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 \$62,500,000, and the Maximum Principal Amount of the combined Series 2 Notes and the Series 2-T Notes is \$62,500,000.

**"Sublease"** means that certain Sublease, dated as of January 1, 2004, as amended by a 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, and the Sixth Amendment to Sublease dated as of \_\_\_\_\_ 1, 2018, in each case by and between the Authority and the City, including any amendments or supplements thereto made or entered into 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 and the Sixth Supplement, and as hereafter further amended or supplemented in accordance with the terms thereof.

**Section 3.** Section 3.01(e)(i)(G) of the Amended and Restated Trust Agreement is hereby amended to read as follows:

(G) If the issuance of such Commercial Paper Notes will result in an increase in the aggregate principal amount of Notes Outstanding in excess of \$125,000,000, then the Authority shall have also have received an opinion of Note Counsel that the interest on the Commercial Paper Notes proposed to be issued shall be exempt from California personal income tax and, with respect to Tax-Exempt Commercial Paper Notes, excludable from gross income for federal income tax purposes; and

**Section 4.** The first paragraph of Section 3.04 of the Amended and Restated Trust Agreement is hereby amended to read as follows:

There is hereby established in trust a special fund designated the "Project Fund" which shall be held by the Trustee and which shall be kept separate and apart from all other funds and moneys held by the Trustee. The Trustee shall administer the Project Fund. Within the Project Fund, the Trustee shall establish and close accounts and subaccounts as shall be directed by written instruction of an Authorized Representative. Each account or subaccount shall bear such additional designation as may be necessary or appropriate to distinguish it from every other account or subaccount. Moneys may be transferred from any account or subaccount to any other account or subaccount established under this Section in accordance with the written instructions of an Authorized Representative.

**Section 5.** Exhibit D to the Trust Agreement is hereby replaced in its entirety by Exhibit D hereto.

**Section 6.** Exhibit F to the Trust Agreement is hereby replaced in its entirety by Exhibit F hereto.

**Section 7.** Exhibit G to the Trust Agreement is hereby replaced in its entirety by Exhibit G hereto.

**Section 8.** Except as otherwise amended hereby and by the First Supplement, the Second Supplement, the Third Supplement, the Fourth Supplement, and the Fifth Supplement, the Trust Agreement shall remain in full force and effect.

**Section 9.** This Sixth Supplement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Sixth 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: \_\_\_\_\_  
Julia H. Cooper,  
Treasurer

ATTEST:

By: \_\_\_\_\_  
Secretary

Approved as to form:  
Richard Doyle, City Attorney

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

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as trustee

By: \_\_\_\_\_  
Authorized Officer

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

STATE STREET BANK AND TRUST COMPANY,  
as the Bank with respect to the Series 1 Notes  
and the Series 1-T Notes

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION, as the  
Bank with respect to the Series 2 Notes and the  
Series 2-T Notes

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT D**

**FORM OF PAYMENT REQUEST**

[Letterhead of City of San José]

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

Wells Fargo Bank, National Association  
333 S. Grand Avenue, Fifth Floor, Suite 5A  
MAC E2064-05A  
Los Angeles, California 90071  
Attention: Corporate Trust Department

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

and

City of San José Financing Authority Taxable Lease Revenue Commercial Paper  
Notes

Ladies and Gentlemen:

Pursuant to [Section 3.05] [Section 3.07] of the Trust Agreement, dated as of January 1, 2004, as amended and restated as of June 1, 2005 and as further amended by a First Supplement to Amended and Restated Trust Agreement dated as of November 1, 2005, a Second Supplement to Amended and Restated Trust Agreement dated as of October 1, 2008, a Third Supplement to Amended and Restated Trust Agreement dated as of April 1, 2010, a Fourth Supplement to Amended and Restated Trust Agreement dated as of February 1, 2013, a Fifth Supplement to Amended and Restated Trust Agreement dated as of August 1, 2017 and a Sixth Supplement to Amended and Restated Trust Agreement dated as of \_\_\_\_\_ 1, 2018 (as so amended and as may be further amended, modified or otherwise supplemented from time to time, the "Trust Agreement"), between the City of San José Financing Authority and Wells Fargo Bank, National Association, the Trustee, 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]

Wells Fargo Bank, National Association  
333 S. Grand Avenue, Fifth Floor, Suite 5A  
MAC E2064-05A  
Los Angeles, CA 90071  
Attention: Corporate Trust Department

Re: City of San José Financing Authority Tax-Exempt Lease Revenue Commercial  
Paper Notes, Series 1 and Series 2  
and

City of San José Financing Authority Taxable Lease Revenue Commercial Paper  
Notes, Series 1-T and Series 2-T

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

Dear Madams and Sirs:

In accordance with the terms of a Trust Agreement, by and between you and the City of San José Financing Authority, dated as of January 1, 2004, as amended and restated as of June 1, 2005, and as further amended by a First Supplement to Amended and Restated Trust Agreement dated as of November 1, 2005, a Second Supplement to Amended and Restated Trust Agreement dated as of October 1, 2008, a Third Supplement to Amended and Restated Trust Agreement dated as of April 1, 2010, a Fourth Supplement to Amended and Restated Trust Agreement dated as of February 1, 2013, a Fifth Supplement to Amended and Restated Trust Agreement dated as of August 1, 2017, and a Sixth Supplement to Amended and Restated Trust Agreement dated as of \_\_\_\_\_ 1, 2018 (as so amended and as may be further amended, modified or otherwise 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 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/City Manager  
or designee]

Approved:

CITY OF SAN JOSE FINANCING  
AUTHORITY

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

**Schedule A**

Payee  
(include address)

Description  
of Costs

Amount

**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 Trust Agreement, dated as of January 1, 2004, as amended and restated as of June 1, 2005, and as amended by the First Supplement to the Amended and Restated Trust Agreement dated as of November 1, 2005, a Second Supplement to Amended and Restated Trust Agreement dated as of October 1, 2008, a Third Supplement to Amended and Restated Trust Agreement dated as of April 1, 2010, a Fourth Supplement to Amended and Restated Trust Agreement dated as of February 1, 2013, a Fifth Supplement to Amended and Restated Trust Agreement dated as of August 1, 2017, and a Sixth Supplement to Amended and Restated Trust Agreement dated as of \_\_\_\_\_ 1, 2018 (as so amended and as may be further amended, modified or otherwise supplemented from time to time, the "Trust Agreement"), both between the City of San José Financing Authority (the "Authority") and Wells Fargo Bank, National Association, as trustee (the "Trustee") the undersigned, an Authorized Representative of the Authority does hereby request Wells Fargo Bank, National Association, as Issuing and Paying Agent (the "Issuing and Paying Agent") under the Issuing and Paying Agent Agreement dated as of January 1, 2004 between the Authority and the Issuing and Paying Agent, as amended and restated as of June 1, 2005, to issue Commercial Paper Notes, as follows:

- |    |   |                                  |
|----|---|----------------------------------|
| 1. | Designation of Commercial Paper:<br>(including Tax-Exempt or Taxable and<br>Series Designation) | _____<br>_____<br>_____<br>_____ |
| 2. | Amount of Tax-Exempt Commercial Paper<br>Notes being issued under the Act                       | _____                            |
| 3. | Amount of Tax-Exempt Commercial Paper<br>Notes being issued under the Refunding<br>Law          | _____                            |
| 5. | Amount of Taxable Commercial Paper<br>Notes being issued under the Act                          | _____                            |
| 6. | Amount of Taxable Commercial Paper<br>Notes being issued under the Refunding<br>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: Wells Fargo Bank, 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	\$ _____
_____ Subaccount of the Capitalized Fees Account of the Project Fund	\$ _____
_____ Account of the Costs of Issuance Fund	\$ _____
_____ Subaccount of the _____ Account of the Project Fund	\$ _____