[FORM OF]

COMMERCIAL PAPER DEALER AGREEMENT

Dated as of May 1, 2025

By and Between the

CITY OF SAN JOSE FINANCING AUTHORITY

and

[____]

CP Dealer

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

COMMERCIAL PAPER DEALER AGREEMENT

This COMMERCIAL PAPER DEALER AGREEMENT, dated as of May 1, 2025 (this "Agreement"), between City of San José Financing Authority (the "Authority") and [NAME OF CP DEALER] ("[CP Dealer]" or the "CP Dealer").

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

Section 1. Background and Definitions. (a) The Authority has authorized and the City of San José (the "City") has approved the issuance and reissuance from time-to-time of the Authority's Lease Revenue Commercial Paper Notes (the "Commercial Paper Notes"). The Commercial Paper Notes may be issued in one or more series and as tax-exempt notes and federally taxable notes.

(b) The Authority has authorized and the City has approved the issuance of the Commercial Paper Notes 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 (the "Trust Agreement") and a Third Amended and Restated Issuing and Paying Agent Agreement dated as of May 1, 2025, as amended and supplemented from time to time (the "Issuing and Paying Agent Agreement"), by and between the Authority and Computershare Trust Company, National Association, as issuing and paying agent (the "Issuing and Paying Agent")(collectively, the "Authorizing Document").

(c) The Authorizing Document provides for the appointment of one or more Dealers (as such term is defined in the Trust Agreement) to perform certain duties, including the offering and sale from time-to-time of the Commercial Paper Notes on behalf of the Authority.

(d) [CP Dealer] has agreed to accept the duties and responsibilities of a Dealer with respect to the Commercial Paper Notes under the Authorizing Document and this Agreement.

(e) All references herein to a "Bank," the "Banks," a "Credit Facility" or the "Credit Facilities" shall have the meanings ascribed thereto in the Trust Agreement and shall be deemed to include such party's successors or assigns or the applicable Alternate Bank or Alternate Credit Facility. All references herein to the "Bank," the "Banks," the "Credit Facility" or the "Reimbursement Agreement," as the context requires, shall be deemed to refer to the applicable Bank or Banks, the applicable Credit Facility or Credit Facilities or the applicable Reimbursement Agreement or Reimbursement Agreements, as such terms are defined in the Trust Agreement for the applicable series of the Commercial Paper Notes.

(f) Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Trust Agreement.

Section 2. Appointment of CP Dealer. Subject to the terms and conditions contained herein, the Authority hereby appoints [CP Dealer] as a non-exclusive dealer for the Commercial Paper Notes, and [CP Dealer] hereby accepts such appointment. [CP Dealer] acknowledges that the Authority has also appointed [Barclays Capital Inc.]/[TD Securities (USA) LLC]/ and [Morgan Stanley & Co. LLC] to serve as non-exclusive dealers of the Commercial Paper Notes with [CP Dealer], and the Authority may from time to time appoint other Dealers for the Commercial Paper

Notes (collectively, the "CP Dealer Pool"). [CP Dealer] hereby further agrees that, with respect to each offering and sale of the Commercial Paper Notes (i.e. a transaction) from time to time, the Authority will, in its sole and absolute discretion, select one or more Dealers from the CP Dealer Pool to perform the duties of a Dealer with respect to such offering and sale. From time to time, in the event the Authority allocates Commercial Paper Notes to [CP Dealer] with respect to a transaction of Commercial Paper Notes, the Authority will so notify [CP Dealer] at least one (1) Business Day prior to the date of the applicable transaction.

Section 3. Responsibilities of CP Dealer. (a) Subject to the terms and conditions set forth in this Agreement, [CP Dealer] agrees to perform the duties of a Dealer under the Authorizing Document and of the CP Dealer as set forth in this Agreement. It is understood that in undertaking to perform such duties, and in the performance thereof, it is the intention of the parties that the CP Dealer will act solely as an agent and not as a principal, except as expressly provided in this Agreement. For each transaction for which [CP Dealer] is selected to serve as Dealer, the CP Dealer shall use its best efforts to solicit and arrange sales of the Commercial Paper Notes that are allocated to CP Dealer on behalf of the Authority at such rates and maturities as may prevail from time to time in the market. The CP Dealer and the Authority agree that any Commercial Paper Notes which the CP Dealer may sell or which, in the CP Dealer's sole discretion, it may elect to purchase, will be purchased or sold on the terms and conditions and in the manner provided in the Trust Agreement, the Issuing and Paying Agent Agreement and this Agreement. Anything herein to the contrary notwithstanding, to the extent of any conflict between the provisions hereof and of the Trust Agreement, the provisions of the Trust Agreement shall be controlling.

(b) Notwithstanding anything to the contrary contained herein, the CP Dealer:

(i) will suspend its efforts with respect to the offer or sale of the Commercial Paper Notes on behalf of the Authority upon the receipt of notice of the occurrence of an event of default under the Authorizing Document, the applicable Credit Facility or the applicable Reimbursement Agreement; and

(ii) may, in its sole discretion, suspend its efforts with respect to the offer or sale of the Commercial Paper Notes on behalf of the Authority immediately upon the occurrence of any of the following events, which suspension will continue so long as, in the CP Dealer's reasonable judgment, such event continues to exist as to the Commercial Paper Notes:

(1) suspension or material limitation in trading in securities generally on the New York Stock Exchange;

(2) a general moratorium on commercial banking activities in New York is declared by either federal or New York State authorities;

(3) the engagement by the United States in hostilities if the effect of such engagement, in the CP Dealer's reasonable judgment, makes it impractical or inadvisable to proceed with the solicitation of offers to purchase the Commercial Paper Notes;

(4) legislation shall be introduced by committee, by amendment or otherwise, in, or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the United States Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the offering or sale of obligations of the general character of the Commercial Paper Notes, as contemplated hereby, is or would be in violation of any provision of the Securities Act of 1933, as amended (the "Securities Act") as then in effect, or the Securities Exchange Act of 1934, as amended (the "Exchange Act") as then in effect, or with the purpose or effect of otherwise prohibiting the offering or sale of obligations of the general character of the Commercial Paper Notes, or the Commercial Paper Notes themselves, as contemplated hereby;

(5) any event shall occur or information shall become known, which, in the CP Dealer's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in any disclosure documents used by the CP Dealer in connection with the performance of its duties hereunder, whether provided pursuant to Section 8 hereof or otherwise, or causes such documents to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(6) any governmental authority shall impose, as to the Commercial Paper Notes, or obligations of the general character of the Commercial Paper Notes, any material restrictions regarding the ownership or transfer of the Commercial Paper Notes not now in force, or increase materially those now in force;

(7) any of the representations and warranties of the Authority made hereunder shall not have been materially true and correct on the date made;

(8) the Authority fails to observe any of the covenants or agreements made herein and such failure continues for a period of not to exceed thirty days from the time the CP Dealer notifies the Authority of such failure;

(9) any of the rating agencies then rating the Commercial Paper Notes or the applicable Bank shall either (i) downgrade the ratings assigned to either the Commercial Paper Notes or the applicable Bank so that such Commercial Paper Notes are not "Eligible Securities" as defined under Rule 2a-7 of the Investment Company Act of 1940, as amended or (ii) suspend or withdraw the then current ratings assigned to either the Commercial Paper Notes or the applicable Bank and, in each case, which in the CP Dealer's reasonable judgment makes it impractical to market the Commercial Paper Notes or to enforce contracts for the sale of the Commercial Paper Notes;

(10) an actual or imminent default or a moratorium in respect of payment of any U.S. Treasury bills, bonds or notes the effect of which in the CP Dealer's reasonable judgment makes it impractical to market the Commercial Paper Notes or to enforce contracts for the sale of the Commercial Paper Notes; or (11) the occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement, clearance or payment services, or a material disruption or deterioration in the fixed income or municipal securities market.

Section 4. Transactions in Commercial Paper Notes. (a) All transactions in Commercial Paper Notes between the CP Dealer and the Authority shall be in accordance with the Trust Agreement, the Issuing and Paying Agent Agreement, this Agreement, the applicable Reimbursement Agreement and the applicable Credit Facility and with the customs and practices in the commercial paper market regarding settlement and delivery formally adopted in writing from time to time by the New York Clearinghouse, to the extent not inconsistent with the Authorizing Document. As early as possible, but not later than 12:30 p.m. (New York City time) on the day on which any Commercial Paper Notes are to be issued with respect to which [CP Dealer] has been selected by the Authority to serve as a Dealer, the CP Dealer shall notify the Authority, the City and the Issuing and Paying Agent of the proposed final maturities, prices and interest rates or yields, CUSIP number, whether taxable or tax-exempt, whether interest bearing or sold at a discount, and whether sold at a public or private sale, upon which terms the CP Dealer will purchase or cause the purchase of the Commercial Paper Notes that are allocated to the CP Dealer by the Authority, and provide the Authority and the City with any other information as required for delivery of such Commercial Paper Notes. Except as described below, the CP Dealer shall not be obligated to purchase or cause the purchase of any Commercial Paper Notes unless and until agreement has been reached in each case on the foregoing points and the CP Dealer has agreed to such purchase. Not later than 1:00 p.m. (New York City time) on the date of each transaction the CP Dealer shall either (a) confirm each transaction made with or arranged by it or (b) notify the Authority, the City and the Issuing and Paying Agent of the difference, if any, between the amount of maturing Commercial Paper Notes and the amount of Commercial Paper Notes which the CP Dealer has arranged to sell or has agreed to purchase. Such confirmation or notification shall be given by telephone (or by other telecommunications medium acceptable to the Authority and the City) and in writing to the Authority and the Issuing and Paying Agent.

(b) If the CP Dealer is unable to find purchasers for the Commercial Paper Notes allocated to it and the Authority does not reallocate such Commercial Paper Notes to another Dealer, at its discretion the CP Dealer may purchase such Commercial Paper Notes for its own account, with the principal amount of Commercial Paper Notes to be purchased, the interest rate or yield applicable thereto and the maturity thereof determined by negotiation and agreement between the CP Dealer and the Authority. The CP Dealer shall not be obligated to purchase any Commercial Paper Notes unless and until agreement has been reached in each case on the foregoing terms.

Section 5. Payment for Commercial Paper Notes. The CP Dealer shall pay the Issuing and Paying Agent for the Commercial Paper Notes sold by the CP Dealer (or purchased by the CP Dealer for its own account) in immediately available funds by 2:15 p.m. (New York City time) on the Business Day such Commercial Paper Notes are delivered to the CP Dealer (provided that such Commercial Paper Notes are to be delivered to the CP Dealer by no later than 3:00 p.m. (New York City time) on such Business Day). All Commercial Paper Notes will be sold at par, and will be evidenced either by (i) one or more global notes immobilized with The Depository Trust Company, New York, New York or (ii) will be executed in the manner provided for in the Authorizing Document.

Section 6. Designated Representative. Commercial Paper Note transactions with the Authority, pursuant to Sections 2 and 4 hereof, shall be with any one of the officers or employees of the Authority who are designated as a Designated Representative by certificate signed by the Executive Director or the Treasurer of the Authority, in substantially the form appended hereto as Appendix A, and supersedes any and all prior designations of Designated Representatives. The Authority agrees to provide the CP Dealer with revised written designations in substantially the form of Appendix A when and as required by changes in the Designated Representatives. The CP Dealer may rely upon such designation unless and until otherwise notified in writing by the Authority.

Section 7. Resignation and Removal of CP Dealer. The CP Dealer may at any time resign and be discharged of its duties and obligations hereunder upon providing the Authority and the Issuing and Paying Agent and the Banks with not less than thirty (30) days' prior written notice. The CP Dealer may be removed at any time, at the direction of the Authority upon not less than two (2) days' prior written notice to the CP Dealer, the Issuing and Paying Agent and the Banks. Upon removal or resignation of the CP Dealer, the Authority shall promptly cause the Issuing and Paying Agent to give notice thereof by mail to all Holders of the Commercial Paper Notes and to any rating agency which has assigned a rating to the Commercial Paper Notes. The CP Dealer shall assign and deliver this Agreement to its successor if requested by the Authority.

Section 8. Furnishing of Disclosure Materials.

(a) The Authority agrees to furnish the CP Dealer with such information with respect to the Authority, the City and the Commercial Paper Notes as the CP Dealer shall reasonably request from time to time.

(b) The Authority agrees to cooperate with the CP Dealer in the preparation from time to time of offering memorandum for the Commercial Paper Notes and amendments or supplements thereto (collectively, the "Offering Memorandum") or a new offering memorandum for any of the Commercial Paper Notes in the event the CP Dealer reasonably determines that the preparation and distribution of such Offering Memorandum is necessary or desirable in connection with offering and sale on behalf of the Authority of such Commercial Paper Notes, and to furnish or to cause to be furnished to the CP Dealer as many copies of such new Offering Memorandum as the CP Dealer shall reasonably request.

(c) It is expressly understood and agreed by the Authority and the CP Dealer that, after the initial issuance of the Commercial Paper Notes after the date of this Agreement, except as to the Authority, the Authority will not undertake to determine or to inform any person (including the CP Dealer) whether or not the Offering Memorandum omits to state any fact necessary to make the Offering Memorandum not misleading. The Authority shall have no obligation to provide any ongoing information to the CP Dealer regarding corrections to the Offering Memorandum other than as expressly provided herein with respect to the Authority.

Section 9. Fees and Expenses. For the CP Dealer's services under this Agreement, the Authority will pay the CP Dealer a fee of _____ basis points ([___%]) per annum of the weighted average of the principal amount of Commercial Paper Notes sold by the CP Dealer that is outstanding during each three-month period, computed on the basis of a 365 or 366 day year. The Authority will pay the fee quarterly in arrears commencing July 31, 2025, and each October 31, January 31, April 30 and July 31 thereafter. The CP Dealer shall submit invoices to the Authority and the City for each such quarterly fee at least ten (10) Business Days prior to each Quarterly

Payment Date. The Authority also agrees to pay the reasonable out-of-pocket expenses of the CP Dealer, incurred in connection with the performance of its obligations hereunder.

Section 10. Representations and Warranties of the Authority. The Authority, by its acceptance hereof, represents, warrants, covenants, and agrees with the CP Dealer that:

(a) It is a joint exercise of powers authority organized and existing under the laws of the State of California.

(b) The Commercial Paper Notes have been duly authorized and, when issued and delivered as provided in the Authorizing Document and paid for, will be duly and validly issued and delivered and will constitute legal, valid and binding obligations of the Authority in accordance with their terms.

(c) It has full power and authority to take all actions required or permitted to be taken by the Authority by or under, and to perform and observe the covenants and agreements on its part contained in, this Agreement, the Authorizing Document, the Reimbursement Agreement, and any other instrument or agreement relating thereto to which the Authority is a party (the "Financing Documents").

(d) The Financing Documents have been duly authorized, executed and delivered by the Authority and constitute legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with their terms, except to the extent enforceability may be limited by the Authority's bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, and by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) There are no consents, authorizations or approvals of, or filings with, any Federal or state government authority (other than the Authority and the City) required in connection with the issuance or sale by the Authority of the Commercial Paper Notes or the performance of its obligations thereunder except as may be required by state securities laws and those which have already been obtained or made.

(f) To the knowledge of the person executing this Agreement on behalf of the Authority, after reasonable due inquiry, the execution, delivery and performance by the Authority of the Commercial Paper Notes and the Financing Documents will not result in a breach or violation of, conflict with, or constitute a default under any law, regulation, order, judgment, agreement or instrument to which the Authority is a party or by which the Authority or any of its property is bound.

(g) The Authority hereby represents and warrants that the information relating to the Authority contained in the Offering Memorandum (including any exhibits and appendices thereto), as of its date did not contain, and on the date Commercial Paper Notes are first issued and delivered after the date of this Agreement does not contain, any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

(h) Each delivery of Commercial Paper Notes to the CP Dealer shall be deemed a representation and warranty by the Authority, as of the date thereof, that the representations and warranties of the Authority set forth in paragraphs (b) through (g) of this Section 10 are true and correct as if made on such date.

Section 11. Covenants and Agreements of the Authority.

(a) The Authority will provide [CP Dealer] at its address set forth below, as promptly as available, the complete Annual Comprehensive Financial Report of the City, certified as to the fairness of presentation and conformity with generally accepted accounting principles by a recognized firm of independent certified public accountants.

(b) The Authority will promptly notify the CP Dealer of any fact or circumstance which may constitute, or with the passage of time will constitute, an event of default under the Commercial Paper Notes, the Authorizing Document, a Credit Facility or a Reimbursement Agreement.

(c) The Authority will notify the CP Dealer in the event that the Treasurer has received actual notice that opinions from Note Counsel delivered in connection with the initial issuance of the Commercial Paper Notes have been withdrawn, adversely modified or retracted.

(d) The Authority will take all action within its control necessary to maintain the exclusion of interest on the Series 1 Notes and Series 2 Notes from the gross income of the Holders thereof for federal income tax purposes.

(e) The Authority will notify the CP Dealer of the replacement or substitution of any Credit Facility in accordance with Section 6.02 of the Trust Agreement.

Section 12. Conditions Precedent. At or promptly following the execution of this Agreement and as a condition precedent to any obligations of the CP Dealer hereunder, the Authority shall furnish to the CP Dealer the following documents, in form and substance satisfactory to the CP Dealer:

(1) Certified copies of the Trust Agreement, the Issuing and Paying Agent Agreement, the Sublease, the Site Lease, the Assignment Agreement and documents authorizing the execution and delivery of this Agreement;

(2) A reliance letter on the opinion of Note Counsel to the Authority substantially in the form attached as Appendix A to the Offering Memorandum for the Commercial Paper Notes; and

(3) All other pertinent legal documents supporting this transaction.

Section 13. Term of Agreement. This Agreement shall become effective on the date hereof and shall continue in full force and effect until the cessation of the Commercial Paper Notes program, subject to the right of suspension and termination as provided herein.

Section 14. Governing Law. This Agreement shall be governed by and construed in accordance with 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.

Section 15. Dealing in Commercial Paper Notes by the CP Dealer; No Obligation to Purchase Commercial Paper Notes.

(a) The CP Dealer, in its individual capacity, may in good faith buy, sell, own, hold and deal in any of the Commercial Paper Notes, including, without limitation, any Commercial Paper Notes offered and sold by the CP Dealer pursuant to this Agreement, and may join in any action which any Holder may be entitled to take with like effect as if it did not act in any capacity hereunder. The CP Dealer, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Authority and may act as depositary, account party, or agent for any committee or body of owners of the Commercial Paper Notes or other obligations of the Authority as freely as if it did not act in any capacity hereunder.

(b) Nothing in this Agreement shall be deemed to constitute the CP Dealer an underwriter of the Commercial Paper Notes or to obligate the CP Dealer to purchase any Commercial Paper Notes for its own account at any time.

Section 16. Assignment. This Agreement may not be assigned by the CP Dealer without the prior written consent of Authority, which consent the Authority may grant or withhold in its sole and absolute discretion. Any attempted assignment by the CP Dealer without the prior written consent of the Authority shall be void.

Section 17. Miscellaneous. Except as otherwise specifically provided in this Agreement, all notices, demands and formal actions under this Agreement shall be in writing and either (i) hand-delivered, (ii) sent by electronic means, or (iii) mailed by registered or certified mail, return receipt requested, postage prepaid, to:

The CP Dealer:

[CP Dealer]

The Authority:

City of San José Financing Authority c/o Finance Department – Debt Management 200 East Santa Clara Street, 13th Floor San José, California 95113-1905 Email : debt.management@sanjoseca.gov The Issuing and Paying Agent:

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

The Banks:

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

Each party hereto may, by notice given under this Agreement to the other parties described above, designate other addresses to which subsequent notices, requests, reports or other communications shall be directed.

(b) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The terms "successors" and "assigns" shall not include any purchaser of any of the Commercial Paper Notes merely because of such purchase. Except as provided in (c) below, neither the Banks nor any owner of the Commercial Paper Notes or other third party shall have any rights or privileges hereunder.

(c) The Banks are third party beneficiaries of this Agreement only for the purpose of enforcing the rights and obligations of the CP Dealer and the Authority pursuant to Sections 3, 4, 5 and 7 of this Agreement.

(d) All of the representations and warranties of the Authority and the CP Dealer in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the CP Dealer or the Authority, (ii) the offering and sale of and any payment for any Commercial Paper Notes hereunder, or (iii) suspension, termination or cancellation of this Agreement.

(e) This Agreement and each provision hereof may be amended, changed, waived, discharged or terminated only by an instrument in writing signed by the parties hereto. If such an amendment, change, waiver discharging or termination affects the Banks, the prior written consent of the Banks will be required.

(f) Nothing herein shall be construed to make any party an employee of the other or to establish any fiduciary relationship between the parties except as expressly provided herein.

(g) If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

(h) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Commercial Paper Dealer Agreement as of the date first above written.

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

[____]

By:_____] Authorized Representative

APPENDIX A

CERTIFICATE OF DESIGNATED REPRESENTATIVE

I am the ______ of the City of San José Financing Authority (the "Authority") duly authorized pursuant to the Amended and Restated Trust Agreement, dated as of June 1, 2005, by and between the Authority and Computershare Trust Company, National Association, as successor trustee, as amended and supplemented from time to time, to appoint Designated Representatives of the Authority in connection with the issuance, from time to time, by the Authority of its Lease Revenue Commercial Paper Notes (the "Commercial Paper Notes") in accordance with the Authorizing Document. I hereby designate the following persons to act on my behalf in accordance with the Authorizing Document and specimen signatures of such persons are set forth beside their names.

Designated Persons

Specimen Signature

Executed this ____ day of _____, 20__.