
**FOURTH AMENDMENT
TO
AMENDED AND RESTATED INDENTURE OF TRUST**

Dated as of June 1, 2018

By and Between the

CITY OF SAN JOSE FINANCING AUTHORITY

and

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

Relating to

**\$10,915,000
Initial Principal Amount
City of San José Financing Authority
Lease Revenue Bonds, Series 2008C
(Hayes Mansion Refunding Project)**

and

**\$47,390,000
Initial Principal Amount
City of San José Financing Authority
Taxable Lease Revenue Bonds, Series 2008D
(Hayes Mansion Refunding Project)**

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FOURTH AMENDMENT TO AMENDED AND RESTATED INDENTURE OF TRUST

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED INDENTURE OF TRUST, dated as of June 1, 2018 (the "Fourth Amendment"), 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").

WITNESSETH:

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 Redevelopment Agency of the City of San José (the "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 Article 4 of the Act (the "Bond Law") to borrow money for the purpose, among other things, of financing and refinancing public capital improvements for the City and the Agency;

WHEREAS, the Authority has heretofore determined to adopt and implement a program under which the Authority will provide financing for certain public capital improvements for the City of San José (the "City");

WHEREAS, on June 26, 2008, pursuant to the Act and an Indenture of Trust dated as of June 1, 2008, and supplemented on October 1, 2010 (the "Original Indenture"), between the Authority and the Trustee, the Authority issued its \$10,915,000 initial principal amount of City of San José Financing Authority Lease Revenue Bonds, Series 2008C (Hayes Mansion Refunding Project) (the "Series 2008C Bonds") and its \$47,390,000 initial principal amount of City of San José Financing Authority Taxable Lease Revenue Bonds, Series 2008D (Hayes Mansion Refunding Project) (the "Series 2008D Bonds" and, together with the Series 2008C Bonds, the "Bonds") in order to refund the 2001 Bonds (as defined in the Original Indenture);

WHEREAS, pursuant to a Project Lease, dated as of June 1, 2008 (as heretofore amended, the "Project Lease"), the Authority agreed to lease the Project (as defined in the Original Indenture) to the City, and the City, pursuant to the Project Lease, agreed to make lease payments (the "Lease Payments") to the Authority for the use and occupancy of the Project sufficient to pay the principal of and interest and premium, if any, on the Bonds (or to reimburse the Credit Provider, as hereinafter defined, for drawings on the Credit Facility (as hereinafter defined) used to pay debt service on the Bonds), and certain related expenses;

WHEREAS, the Bonds were issued as Variable Rate Bonds (as defined herein);

WHEREAS, the payment of the principal of and interest on each Series of the Bonds, and the purchase price of the Bonds upon the optional or mandatory tender thereof, was previously supported by an irrevocable direct-pay letter of credit issued by U.S. Bank National Association, which was stated to expire on February 18, 2014;

WHEREAS, prior to the stated expiration date of the irrevocable direct-pay letter of credit issued by U.S. Bank National Association, the Authority and the Trustee entered into an Amended and Restated Indenture of Trust dated as of December 1, 2013 (the “Amended Indenture”), pursuant to which the interest rate on the Bonds was converted to an Index Rate on December 18, 2013;

WHEREAS, in connection with the conversion of the interest rate on the Bonds to an Index Rate under the Amended Indenture, U.S. Bank National Association (referred to in the Amended Indenture for so long as it owns the Bonds as the “Bank”) purchased the Bonds on a direct placement basis pursuant to a Continuing Covenant Agreement by and among the Authority, the City and the Bank, dated as of December 18, 2013 (the “Continuing Covenant Agreement”);

WHEREAS, the Bonds are subject to mandatory tender for purchase on the Initial Bank Purchase Date, which initially was December 18, 2016;

WHEREAS, the Authority and the Trustee, with the consent of the Bank, and pursuant to the authority set forth in Resolution No. 123 of the Governing Board of the Authority and Resolution No. 76873 of the City Council of the City, both adopted December 10, 2013, entered into a First Amendment to Amended and Restated Indenture dated as of December 1, 2016 (the “First Amendment”) pursuant to which the Initial Bank Purchase Date was extended to June 15, 2017;

WHEREAS, in connection with the extension of the Initial Bank Purchase Date to June 15, 2017, the Continuing Covenant Agreement was not amended or supplemented;

WHEREAS, the Authority and the Trustee, with the consent of the Bank, and pursuant to the authority set forth in Resolution No. 134 of the Governing Board of the Authority and Resolution No. 78183 of the City Council of the City, both adopted May 23, 2017 (collectively, the “2017 Resolutions”), entered into a Second Amendment to Amended and Restated Indenture dated as of June 1, 2017 (the “Second Amendment”) pursuant to which the Initial Bank Purchase Date was extended to December 11, 2017;

WHEREAS, in connection with the extension of the Initial Bank Purchase Date to December 11, 2017, the Authority, the City and the Bank entered into a First Amendment to Continuing Covenant Agreement dated as of June 15, 2017 (the “First Amendment to CCA”);

WHEREAS, Authority and the Trustee, with the consent of the Bank, and pursuant to the authority set forth in said Resolution No. 134 of the Governing Body of the Authority and said Resolution No. 78183 of the City Council of the City, entered into a Third Amendment to Amended and Restated Indenture dated as of December 1, 2017 (the “Third Amendment”), pursuant to which the Initial Bank Purchase Date was extended to June 8, 2018;

WHEREAS, in connection with the extension of the Initial Bank Purchase Date to June 8, 2018, neither the Continuing Covenant Agreement nor the First Amendment to Continuing Covenant Agreement was amended or supplemented;

WHEREAS, the Authority, the City and the Bank now desire to extend the Initial Bank Purchase Date to December 3, 2018;

WHEREAS, pursuant to Section 9.01(a) of the Amended Indenture, the Authority now desires to amend the Amended Indenture, with the consent of the Bank, in order to revise the definition of the Initial Bank Purchase Date set forth in the Amended Indenture, as amended by the First Amendment and the Second Amendment, in order to change the Initial Bank Purchase Date from June 8, 2018 to December 3, 2018, and to revise the formula for determining the interest rate on the Series 2008C Bonds;

WHEREAS, in connection with the execution and delivery of this Fourth Amendment and pursuant to Resolution No. ____ of the Governing Body of the Authority and Resolution No. ____ of the City Council of the City, both adopted on May 15, 2018 (collectively, the "2018 Resolutions"), the City, the Authority and the Bank will execute and deliver a Second Amendment to Continuing Covenant Agreement;

WHEREAS, the Authority is executing and delivering this Fourth Amendment pursuant to and in accordance with the terms of the 2018 Resolutions

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. Amended Definitions. The following defined term set forth in Section 1.01 of the Amended Indenture are hereby deleted and replaced with the following:

"Indenture" means the Amended and Restated Indenture of Trust, dated as of December 1, 2013, between the Authority and the Trustee, as amended by the First Amendment to Amended and Restated Indenture of Trust, dated as of December 1, 2016, between the Authority and the Trustee, the Second Amendment to Amended and Restated Indenture of Trust, dated as of June 1, 2017, between the Authority and the Trustee, the Third Amendment to Amended and Restated Indenture of Trust, dated as of December 1, 2017, between the Authority and the Trustee, and the Fourth Amendment to Amended and Restated Indenture of Trust, dated as of June 1, 2018, between the Authority and the Trustee, in each case as originally executed and as they may from time to time be supplemented, modified or amended by any Supplemental Indenture.

"Initial Bank Purchase Date" means December 3, 2018.

"SIFMA Index Rate" means a per annum rate of interest established on each Computation Date equal to the sum of (a) the Applicable Spread multiplied by the Margin Rate Factor plus (b) the SIFMA Index.

Section 2. Effectiveness. Except as otherwise amended hereby, the Amended Indenture, as heretofore amended, shall remain in full force and effect. This Fourth Amendment shall become effective on June 8, 2018.

Section 3. Counterparts. This Fourth Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to Amended and Restated Indenture of Trust 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:

Secretary

APPROVED AS TO FORM:
Richard Doyle
City Attorney

By: _____
Chief Deputy City Attorney

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as trustee

By: _____
Authorized Officer

ACKNOWLEDGED AND CONSENTED TO:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

[signature page to Fourth Amendment to Amended and Restated Indenture of Trust - Hayes Mansion]