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SECOND AMENDED AND RESTATED INDENTURE

between

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

Dated as of June 1, 2015

RELATING TO THE  
SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY  
SALES TAX REVENUES BANK NOTE  
(LIMITED TAX BOND)

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## SECOND AMENDED AND RESTATED INDENTURE

This **SECOND AMENDED AND RESTATED INDENTURE**, dated as of June 1, 2015 (the “**Indenture**”), between the **SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY**, a public entity duly organized and existing under and by virtue of the laws of the State of California (the “**Authority**”), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the “**Trustee**”), hereby amends and restates the Amended and Restated Indenture, dated as of July 1, 2012, by and between the Authority and Deutsche Bank National Trust Company, a national banking association duly organized and existing under and by virtue of the laws of the United States (the “**Original Indenture**”).

### W I T N E S S E T H :

**WHEREAS**, the Authority is duly organized and existing under the Bay Area County Traffic and Transportation Funding Act, being Division 12.5 of the Public Utilities Code of the State of California (Sections 131000 et seq.) (the “**Act**”);

**WHEREAS**, the Board of Supervisors of the City and County of San Francisco adopted Resolution Number 485-03 on July 29, 2003, which approved the New Transportation Expenditure Plan for San Francisco, recommended on July 22, 2003 by the Authority (the “**Expenditure Plan**”) and called and provided for an election for the purpose of submitting to the voters a measure to enact an ordinance (the “**Ordinance**”) that would, in part, authorize implementation of the Expenditure Plan, continue collection of the retail transactions and use tax applicable in the City and County of San Francisco at the existing level of one-half of one percent (1/2%) (the “**Sales Tax**”), continue in effect the Authority as the independent agency to administer the Sales Tax and oversee implementation of the Projects and authorize the Authority to issue limited tax bonds as needed, in a total outstanding aggregate amount not to exceed \$1,880,000,000 secured by and payable from the proceeds of the Sales Tax;

**WHEREAS**, the enactment of the Ordinance and levy of the Sales Tax was approved by more than two thirds of the electors voting on the measure to authorize enactment at the election held for such purpose on November 4, 2003;

**WHEREAS**, the collection of the Sales Tax, which commenced on April 1, 1990, will continue through the implementation of the 30-year Expenditure Plan and future updates thereto;

**WHEREAS**, the Authority is authorized by Section 131109 of the California Public Utilities Code and other applicable law to issue from time to time indebtedness payable in whole or in part from revenues of the Sales Tax (“**Sales Tax Revenues**”);

**WHEREAS**, the Authority has determined to enter into this Indenture in order to provide for the issuance and authentication of a certain promissory note (the “**Note**”) evidencing Loans (as defined herein) under the Credit Agreement (as defined herein) and to secure the payment of the principal of, and interest on, the Loans (the “**Loan Debt Service**”) and Lender Fees and Expenses (as defined herein);

**WHEREAS**, the Loan Debt Service will be secured by and payable from the Sales Tax Revenues on a parity basis with any other Parity Debt issued from time to time, and on a subordinate basis with any Senior Lien Debt issued from time to time;

**WHEREAS**, the Lender Fees and Expenses will be secured by and payable from the Sales Tax Revenues on a parity basis with any other Subordinate Obligations (as defined herein) issued from time to time and which together will be on a subordinate basis to the Loan Debt Service and any other Parity Debt issued from time to time;

**WHEREAS**, the execution and delivery of this Indenture has in all respects been duly and validly authorized by resolutions duly passed and approved by the Authority; and

**WHEREAS**, the Authority has determined that 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 the entering into of this Indenture do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Indenture;

**NOW, THEREFORE, THIS INDENTURE WITNESSETH**, that in order to secure the payment of the Loan Debt Service and Lender Fees and Expenses and to secure the performance and observance of all of the covenants and conditions in the Note, and in consideration of the premises and of the material covenants herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the Authority does hereby agree and covenant with the Trustee, for the benefit of the respective holders from time to time of the Note, as follows:

## **ARTICLE I**

### **DEFINITIONS: EQUALITY OF SECURITY; CONTENT OF CERTIFICATES AND OPINIONS**

**SECTION 1.01** Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Indenture and of any Supplemental Indenture and of any certificate, opinion or other document herein mentioned, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

**Act** means the Bay Area County Traffic and Transportation Funding Act, Division 12.5 (Section 131000 et seq.) of the Public Utilities Code of the State of California, as now in effect and as it may from time to time hereafter be amended or supplemented.

**Additional Advance** means an Advance subsequent to Advance No. 1.

**Additional Tax Certificate** means a tax certificate or supplemental tax certificate delivered in connection with an Additional Advance.

**Advance** means an Advance, as such term is defined in the Credit Agreement.

**Advance No. 1** means the initial advance under the Credit Agreement, made on June 11, 2015.

**Authority** means the San Francisco County Transportation Authority, a public entity of the State, duly organized and existing under the Act.

**Authorized Representative** means the Executive Director of the Authority, its Chief Deputy Director, its Deputy Director for Finance and Administration or any other person designated by the Executive Director of the Authority and who has been identified in a Certificate of the Authority delivered to the Trustee and the Lender and whose signature has likewise been certified to the Trustee and the Lender.

**Board** means the Board of Directors of the Authority.

**BOE** means the State Board of Equalization of the State of California.

**Bond Counsel** means such firm or firms of national standing in the field of public finance as is selected by the Authority.

**Business Day** means any day other than: (i) a Saturday, Sunday or (ii) day upon which banking institutions in San Francisco, California, New York, New York, or Boston Massachusetts are required or authorized by law to be closed; or (iii) a day upon which the office of the Lender where Requests for Advances are to be presented under the Credit Agreement is required or authorized by law to be closed.

**Certificate, Statement, Request, Requisition and Order of the Authority** mean, respectively, a written certificate, statement, request, requisition or order signed in the name of the Authority by an Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument. If and to the extent required by Section 1.03 hereof, each such instrument shall include the statements provided for in Section 1.03 hereof.

**Code** means the Internal Revenue Code of 1986, as amended, and the regulations applicable thereto or issued thereunder, or any successor thereto. Reference to any particular Code section shall, in the event of a successor code, be deemed to be reference to the successor to such Code section.

**Construction Fund** means a fund by that name maintained and held by the Trustee pursuant to Section 4.02 hereof.

**Corporate Trust Office** or **corporate trust office** means, with respect to the Trustee, the corporate trust office of the Trustee a [REDACTED], Attention: [REDACTED], or such other or additional offices as may be designated in writing by the Trustee to the Authority.

**Costs of Issuance** means all items of expense directly or indirectly payable by or reimbursable to the Authority and related to the authorization, execution and delivery of the Note and related documents, including but not limited to advertising and printing costs, costs of



preparation and reproduction of documents, filing and recording fees, travel expenses and costs relating to rating agency meetings and other meetings concerning the Note and such documents, the initial fees, expenses and charges of the Trustee with respect to the Note, Bond Counsel, counsel to the Lender and other legal fees and charges, fees and disbursements of consultants and professionals, including financial advisor fees and expenses, rating agency fees, fees and charges for preparation, execution, transportation and safekeeping of the Note, surety, insurance, liquidity and credit enhancements costs, including fees and expenses payable to the Lender under the Credit Agreement, and any other cost, charge or fee in connection with the issuance of the Note.

**Costs of Issuance Account** means an account by that name maintained and held by the Trustee within a Construction Fund pursuant to Section 4.03 hereof.

**County** means the City and County of San Francisco, California.

**Credit Agreement** means the Revolving Credit Agreement, dated as of June 1, 2015, by and between the Authority and the Lender, as originally executed and as it may from time to time be amended, restated, supplemented or otherwise modified pursuant to its terms.

**Debt** means Debt, as such term is defined in the Credit Agreement.

**Event of Default** means any of the events specified in Section 7.01 hereof.

**Expenditure Plan** means the New Transportation Expenditure Plan for San Francisco, recommended to the Board of Supervisors of the County by the Authority on July 22, 2003, and approved by County Resolution Number 485-03 on July 29, 2003 and by the Ordinance.

**Holder or Owner or Noteholder or Noteowner** means, whenever used herein with respect to the Note or any Parity Debt, the person in whose name the Note or Parity Debt is registered, as applicable. With respect to the Note, the initial Holder shall be the Lender.

**Indenture** means this Second Amended and Restated Indenture, between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented by any Supplemental Indenture delivered pursuant to the provisions of Section 9.01 hereof.

**Interest Fund** means the fund by that name established pursuant to Section 5.03 hereof.

**Investment Securities** means the following:

(i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies and federally sponsored entities set forth in clause (iii) below to the extent unconditionally guaranteed by the United States of America and including interest strips of bonds issued by the Resolution Funding Corporation and held in book-entry form by the Federal Reserve Bank of New York;

(ii) any certificates, receipts, securities or other obligations evidencing ownership of, or the right to receive, a specified portion of one or more interest payments or

principal payments, or any combination thereof, to be made on any bond, note, or other obligation described above in clause (i);

(iii) obligations issued by Banks for Cooperatives, Federal Land Banks, Federal Intermediate Credit Banks, Federal Farm Credit Banks, Federal Home Loan Banks, the Federal Home Loan Bank Board, the Federal Home Loan Mortgage Corporation, the Resolution Funding Corporation, or in obligations, participations, or other instruments of, or issued by, or fully guaranteed as to principal and interest by, the Federal National Mortgage Association, or in guaranteed portions of Small Business administration notes or in obligations, participations, or other instruments of, or issued by, a federal agency or a United States government-sponsored enterprise;

(iv) housing authority bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; or project bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(v) obligations of any state, territory or commonwealth of the United States of America or any political subdivision thereof or any agency or department of the foregoing; provided that such obligations are rated in either of the two highest Rating Categories by Standard & Poor's;

(vi) any bonds or other obligations of any state of the United States of America or any political subdivision thereof (a) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds or other obligations for redemption on the date or dates specified in such instructions, (b) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described above in clause (i) or (ii), which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the interest payment dates and the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, (c) as to which the principal of and interest on the bonds and obligations of the character described above in clause (i) or (ii) which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay the principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (vi) on the interest payment dates and the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (vi), as appropriate, and (d) which are rated in one of the two highest long-term Rating Categories by Standard & Poor's;

(vii) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation which are rated by Standard & Poor's in their highest short-term Rating Category, or, if the term of such indebtedness is longer than three (3) years, rated by Standard & Poor's in one of their two highest long-term Rating Categories, for comparable types of debt obligations;

(viii) demand or time deposits or certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates) or by a state licensed branch of any foreign bank, provided that such certificates of deposit shall be purchased directly from such a bank, trust company, national banking association or branch and shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, (2) continuously and fully secured by such securities and obligations as are described above in clauses (i) through (v), inclusive, which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee or third-party agent, as custodian, by the bank, trust company, national banking association or branch issuing such certificates of deposit, and the bank, trust company, national banking association or branch issuing each such certificate of deposit required to be so secured shall furnish the Trustee with an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking, or (3) be issued by an institution the senior debt obligations of which are rated “AA” or better by Standard & Poor’s;

(ix) taxable commercial paper or tax-exempt commercial paper rated in the highest Rating Category by Standard & Poor’s;

(x) variable rate obligations required to be purchased by the obligor or its agent or designee upon demand of the holder thereof secured as to such purchase requirement by a liquidity agreement with a corporation and as to the payment of interest and principal either upon maturity or redemption thereof by an unconditional credit facility of a corporation, provided that the variable rate obligations themselves are rated by Standard & Poor’s in the highest Rating Category with respect to short-term ratings, if any, and in either of the two highest Rating Categories with respect to long-term ratings, if any, and that the corporations providing the liquidity agreement and credit facility have, at the date of acquisition of the variable rate obligation by the Trustee, an outstanding issue of unsecured, uninsured and unguaranteed debt obligations rated in either of the two highest long-term Rating Categories by Standard & Poor’s;

(xi) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States or any national banking association (including the Trustee or any of its affiliates) having a minimum permanent capital of seventy-five million dollars (\$75,000,000) or with a government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities and obligations described in clauses (i), (ii), (iii) or (iv) above, which shall have a market value (exclusive of accrued interest and valued at least monthly) at least equal to one hundred and three percent (103%) of the amount of such investment and which shall be lodged with the Trustee or other fiduciary, as custodian, by the bank, trust company, national banking association or bond dealer executing such repurchase agreement, and the entity executing each such repurchase agreement required to be so secured shall furnish the Trustee with an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such repurchase agreement (as valued at least monthly) will be an amount equal to one hundred three percent (103%) of the principal and interest amount of each such repurchase agreement and the Trustee shall be entitled to rely on each such undertaking;

(xii) any cash sweep or similar account arrangement of or available to the Trustee, the investments of which are limited to investments described in clauses (i), (ii), (iii), (iv), (v) and (xi) of this definition of Investment Securities and any money market fund including money market funds from which the Trustee or its affiliates derive a fee for investment advisory or other services to the fund, the entire investments of which are limited to investments described in clauses (i), (ii), (iii), (iv), (v) and (xi) of this definition of Investment Securities; provided that as used in this clause (xii) investments will be deemed to satisfy the requirements of clause (xi) if they meet the requirements set forth in clause (xi) ending with the words “clauses (i), (ii), (iii) or (iv) above” and without regard to the remainder of such clause (xi);

(xiii) any investment agreement with a financial institution or insurance company which has at the date of execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated (or the parent company of which is rated) in either of the two highest long-term Rating Categories by Standard & Poor’s;

(xiv) shares of beneficial interest in diversified management companies investing exclusively in securities and obligations described in clauses (i) through (xiii) of this definition of Investment Securities and which companies have either the highest rating by Standard & Poor’s or have an investment advisor registered with the Securities and Exchange Commission with not less than five (5) years’ experience investing in such securities and obligations and with assets under management in excess of \$500,000,000;

(xv) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State of California, as it may be amended from time to time;

(xvi) County Treasurer’s Investment Pool; and

(xvii) any other investment approved by the Lender.

**Lender** means State Street Public Lending Corporation and its successors and permitted assigns.

**Lender Fees and Expenses** means all Obligations other than the Loan Debt Service.

**Loan Debt Service** means payment of principal of, and interest on, the Loans.

**Loans** means the Loans, as such term is defined in the Credit Agreement.

**LOC Repayment Fund** means a fund by the name established and held by the Trustee pursuant to Section 4.01 hereof.

**Moody’s** means Moody’s Investors Service, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

**Note** means the San Francisco County Transportation Authority Sales Tax Revenues Bank Note (Limited Tax Bond) issued by the Authority pursuant to the Credit Agreement.

**Noteholder** or **Noteowner** – see “Holder” above.

**Obligations** means Obligations, as such term is defined in the Credit Agreement.

**Opinion of Bond Counsel** means a written opinion of Bond Counsel.

**Original Indenture** means the Amended and Restated Indenture, dated as of July 1, 2012, by and between the Authority and Deutsche Bank National Trust Company.

**Ordinance** means the San Francisco County Transportation Authority Ordinance approved by the voters as Proposition B at the November 7, 1989 election, and the San Francisco County Transportation Authority Reauthorization Ordinance adopted and approved by the voters on November 4, 2003, adopting and amending, respectively, Article 14 of the San Francisco Business and Tax Regulations Code of the City and County of San Francisco.

**Owner** – see “Holder” above.

**Parity Debt** means all indebtedness or other obligations of the Authority for borrowed money, any interest rate swap agreement and any other obligation of the Authority having an equal lien upon the Sales Tax Revenues and therefore payable on a parity with the Loan Debt Service (whether or not any principal amount of the Loans is outstanding). The Loan Debt Service shall be treated as Parity Debt hereunder.

**Person** means a corporation, firm, association, partnership, trust, limited liability company or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

**Principal Fund** means the fund by that name established pursuant to Section 5.04 hereof.

**Project** means the improvement, construction, maintenance, operation, development or planning of any transportation projects, facilities or programs permitted by the Ordinance.

**Rating Category** means: (i) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier; and (ii) with respect to any short-term or commercial paper rating category, all ratings designated by a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

**Rebate Fund** means the fund by that name established pursuant to Section 6.03 hereof.

**Rebate Requirement** means the Rebate Requirement defined in the Tax Certificate delivered in connection with the Note.

**Request for Advance** means Request for Advance, as such term is defined in the Credit Agreement.

**Revenues** means during any fiscal period the sum of the following amounts for such fiscal period:

- (1) all Sales Tax Revenues; and
- (2) all investment earnings on amounts held by the Trustee in the funds and accounts hereunder other than amounts deposited to the Rebate Fund.

**Sales Tax** means the retail transactions and use tax levied pursuant to the Ordinance and applicable in the County in accordance with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code at the rate of one-half of one percent (1/2%).

**Sales Tax Revenue Fund** means the fund of that name established pursuant to Section 5.01(b) hereof.

**Sales Tax Revenues** means 100% of the amounts collected by the BOE on behalf of the Authority pursuant to the Act relating to the Sales Tax and distributed to the Trustee pursuant to the written direction of the Authority to the BOE, dated April 14, 2004, less the administrative fee deducted by the BOE.

**Senior Lien Debt** means all indebtedness, obligations for borrowed money or other obligations of the Authority having a lien upon the Revenues that is senior to that of the Loan Debt Service and any other Parity Debt.

**Standard & Poor's** means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and its successors and assigns, except that if such company shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Standard & Poor's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

**State** means the State of California.

**Subordinate Obligations** means any obligations of the Authority secured by and payable from Revenues on a basis, which is subordinate to Senior Lien Debt, the Loan Debt Service and other Parity Debt, including, without limitation, Lender Fees and Expenses, any other fees and expenses and termination payments on swaps.

**Subordinate Obligations Fund** means the fund by that name to be established and held by the Trustee pursuant to Section 5.05 hereof.

**Supplemental Indenture** means any supplement to this Indenture hereafter duly authorized, executed and delivered by the Authority and the Trustee, supplementing, modifying or amending this Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

**Tax Certificate** means the Tax Certificate delivered by the Authority in connection with the Note, as originally executed and as it may from time to time be amended or supplemented pursuant to its terms, and includes any Additional Tax Certificate.

**Trustee** means U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, or its successor, as Trustee, as provided in Section 8.01 hereof.

SECTION 1.02 Equality of Security. In consideration of the acceptance of the Note by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract among the Authority, the Trustee and the Owners from time to time of the Note to secure the full and final payment of the Loan Debt Service and Lender Fees and Expenses, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the Authority or the Trustee shall be for the equal and proportionate benefit, protection and security of all Owners of the Note.

SECTION 1.03 Content of Certificates and Opinions. Every Certificate of the Authority or opinion provided for in this Indenture with respect to compliance with any provision hereof shall include: (1) a statement that the person making or giving such Certificate of the Authority or opinion has read such provision and the definitions herein relating thereto; (2) a brief statement as to the nature and scope of the examination or investigation upon which the Certificate of the Authority or opinion is based; (3) a statement that, in the opinion of such person, he has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the Certificate of the Authority or opinion to which his signature is affixed; and (4) a statement as to whether, in the opinion of such person, such provision has been complied with.

Any such Certificate of the Authority or opinion made or given by an Authorized Representative of the Authority may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel, an accountant, a financial advisor or an independent consultant, unless such Authorized Representative of the Authority knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel, an accountant, a financial advisor or an independent consultant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the Authority) upon a certificate or opinion of or representation by an officer of the Authority, unless such counsel, accountant, financial advisor or independent consultant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which such person's certificate or opinion or representation may be based, as aforesaid, is erroneous. The same Authorized Representative of the Authority, or the same counsel or accountant or financial advisor or independent consultant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Indenture, but different officers, counsel, accountants, financial advisors or independent consultants may certify to different matters, respectively.

## ARTICLE II

### THE NOTE

SECTION 2.01 Form of Note. The Note shall be in the form specified in the Credit Agreement.

SECTION 2.02 Execution of Note. The Note shall be executed in the name and on behalf of the Authority by the facsimile or manual signature of (i) the Chairperson of the Board, the Vice Chairperson of the Board, the Executive Director or the Chief Deputy Director and shall be countersigned by the facsimile or manual signature of the Executive Director or Auditor-Controller of the Authority, who may be the same as the person who signed the Note. In case any of the officers who shall have signed or countersigned the Note shall cease to be such officer or officers of the Authority before the Note so signed or countersigned shall have been authenticated or delivered by the Trustee or issued by the Authority, the Note may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Authority as though those who signed and countersigned the same had continued to be such officers of the Authority.

SECTION 2.03 Authentication of the Note. (a) The Note shall be authenticated by manual signature of the Trustee who shall, pursuant to the provisions hereof, authenticate and deliver the Note.

(b) Only if the Note bears thereon a certificate of authentication substantially in the form set forth in Exhibit A to the Credit Agreement, manually executed by the Trustee, shall it be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of authentication when manually executed by the Trustee shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of and security provided by this Indenture.

SECTION 2.04 Transfer of the Note. The Note may, in accordance with its terms, be transferred, upon the register required to be kept pursuant to the provisions of Section 2.05 hereof, by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Trustee. Whenever the Note shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and deliver a new Note, of the same maturity and interest rate and for a like principal amount. The Trustee shall require the Owner of the Note requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. Transfer of the Note shall also be subject to the transferability restrictions, if any, set forth in the Credit Agreement.

SECTION 2.05 Registration of the Note. The Trustee will keep or cause to be kept at its Corporate Trust Office sufficient books for the registration and transfer of the Note, which shall at all times be open to inspection during normal business hours by the Authority and the Lender upon reasonable prior notice, and upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note, as hereinbefore provided.



SECTION 2.06 Note Mutilated, Lost, Destroyed or Stolen. If the Note shall become mutilated, the Authority, at the expense of the Holder of the Note, shall execute and deliver a new Note of like tenor in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. If the Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Authority and the Trustee and, if such evidence be satisfactory to the Authority and the Trustee and indemnity satisfactory to the Authority and the Trustee shall be given, the Authority, at the expense of the Owner, shall execute and deliver a new Note of like tenor in lieu of and in substitution for the Note so lost, destroyed or stolen. Both the original Note and the replacement Note shall be treated as one and the same.

### **ARTICLE III**

#### **SENIOR LIEN DEBT, PARITY DEBT AND SUBORDINATE OBLIGATIONS**

The Authority may by Supplemental Indenture entered into under this Indenture issue or incur Senior Lien Debt, Parity Debt and Subordinate Obligations, subject to the limitations set forth in the Act, the Ordinance and other applicable law.

The Authority may not issue any Debt secured by the Sales Tax Revenues to rank senior to the lien on Sales Tax Revenues securing the Loan Debt Service, other than Senior Lien Debt issued under this Indenture.

### **ARTICLE IV**

#### **LOC REPAYMENT FUND AND CONSTRUCTION FUND**

SECTION 4.01 Establishment and Application of LOC Repayment Fund. The Trustee is hereby directed, on behalf of the Authority, to establish, maintain and hold in trust a separate fund designated the "LOC Repayment Fund." Upon receipt by the Trustee, the proceeds of Advance No. 1 in the amount of \$134,664,165.35 shall be deposited in the LOC Repayment Fund. In addition, the amount of \$338,841.26 from the funds and accounts under the Original Indenture shall be transferred to the LOC Repayment Fund. Upon receipt of both such amounts and immediately following the repayment in full of all "Notes" outstanding under the Original Indenture with the proceeds of a draw on the "Initial Series Letter of Credit" referenced therein, such amounts immediately shall be used to repay the amount of the draw on the Initial Series Letter of Credit as further provided in a Request of the Authority delivered on or before the date of issuance of the Note hereunder. Any balance remaining in the LOC Repayment Fund after all amounts owing with respect to the Initial Series Letter of Credit have been paid in full shall be transferred to the Interest Fund and applied to the next payment of interest on Advance No. 1.

SECTION 4.02 Establishment and Application of Construction Fund. The Trustee established a separate fund designated as the "Construction Fund" under the Original Indenture. The Trustee shall continue to maintain and hold in trust such fund. No proceeds of Advance No. 1 shall be deposited in the Construction Fund. Moneys deposited in the Construction Fund from an Additional Advance will be identified in the related Additional Tax Certificate. The moneys in the Construction Fund shall be disbursed, upon a Requisition of the Authority, to pay costs incurred in connection with the portion of the Project financed with such Advance deposited in the

Construction Fund (or to make reimbursements to the Authority for such costs). Such Requisition of the Authority shall be substantially in the form attached as Exhibit A hereto and shall set forth the name of the person or persons to whom said amounts are to be disbursed and shall state that the amounts to be disbursed are for costs properly chargeable to such Construction Fund and that such amounts have not been the subject of any previous Requisition of the Authority. When the Authority determines that the costs of the Project to be financed with the proceeds of a specific Advance have been paid, a Certificate of the Authority shall be delivered to the Trustee stating (i) that all of such costs have been determined and paid (or that all of such costs have been paid less specified claims which are subject to dispute and for which a retention in the Construction Fund is to be maintained in the full amount of such claims until such dispute is resolved) and (ii) that the Trustee is to transfer the remaining balance, if any, in the Construction Fund, less the amount of any such retention, for deposit in the Interest Fund and the Trustee shall apply such funds to pay interest on the related Advance.

SECTION 4.03        Establishment and Application of Costs of Issuance Account. The Trustee has established a separate account within the Construction Fund designated as the “Costs of Issuance Account” under the Original Indenture. The Trustee shall continue to maintain and hold in trust such account. No proceeds of Advance No. 1 shall be deposited in the Costs of Issuance Account. Moneys deposited in the Costs of Issuance Account from an Additional Advance will be identified in the related Additional Tax Certificate and shall be used to pay Costs of Issuance incurred in connection with such Advance, upon completion by the Authority of a Requisition of the Authority. Such Requisition of the Authority shall be substantially in the form attached as Exhibit B hereto and shall state the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said Costs of Issuance Account. At the end of one hundred eighty (180) days from the date of each Advance, or upon such earlier date as the Authority shall determine that amounts in said Costs of Issuance Account are no longer required for the payment of Costs of Issuance related to such Advance, any amounts then remaining in the Costs of Issuance Account representing the proceeds of such Advance shall be transferred by the Trustee either (a) if and to the extent proceeds of such Advance were deposited to the Construction Fund and the Certificate of the Authority described in Section 4.02 hereof has not yet been delivered with respect to such Advance, to the Construction Fund and (b) otherwise to the Interest Fund to be applied to the next payment of interest on the related Advance.

SECTION 4.04        Additional Funds and Accounts. The Authority may direct the Trustee to establish, maintain and hold in trust an additional separate fund or funds in which the proceeds of Advances shall be deposited and from which such amounts shall be applied, so long as the Advances are used to finance or refinance costs of the Project and so long as such application is consistent with the related Additional Tax Certificate.

## ARTICLE V

### REVENUES

#### SECTION 5.01 Pledge of Sales Tax Revenues; Sales Tax Revenue Fund.

(a) The Note is a limited obligation of the Authority and is payable as to the Loan Debt Service and, on a subordinate basis, the Lender Fees and Expenses, exclusively from the Revenues and other funds pledged hereunder. All Revenues are hereby irrevocably pledged by the Authority to secure the punctual payment of the Loan Debt Service, any other Parity Debt and, on a subordinate basis, the Lender Fees and Expenses, in accordance with their terms; and the Revenues shall not be used for any other purpose while the Note or other Parity Debt remains outstanding except as permitted by the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein and therein. There are hereby pledged to secure the payment of the Loan Debt Service and the Lender Fees and Expenses in accordance with the terms of the Note and the Credit Agreement, all amounts (including proceeds of Advances) held by the Trustee hereunder (except for amounts held in the Rebate Fund), subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein. Said pledge of Revenues to pay the Loan Debt Service shall constitute a lien on the Revenues subordinate only to Senior Lien Debt and said pledge of Revenues to pay the Lender Fees and Expenses shall constitute Subordinate Obligations. The pledge of the Sales Tax Revenues to pay the Loan Debt Service and the pledge of the Sales Tax Revenues to pay the Lender Fees and Expenses shall be subordinate in all respects to the pledge of Sales Tax Revenues securing any Senior Lien Debt. The pledge on the amounts in such funds shall be valid and binding from and after delivery by the Authority of the Note or Parity Debt, without any physical delivery thereof or further act. In the event the Authority determines to issue Senior Lien Debt, such Senior Lien Debt, when issued, shall be entitled to payment from Revenues prior to the payment of the Note or Parity Debt.

The Revenues hereby pledged to the payment of the Loan Debt Service and other Parity Debt shall be applied without priority or distinction of one over the other and the Revenues shall constitute a trust fund for the security and payment of the Note and Parity Debt; but nevertheless out of Revenues certain amounts may be applied for other purposes as provided herein.

Out of Sales Tax Revenues there shall be applied as hereinafter set forth all sums required for the payment of the principal of and interest on Senior Lien Debt, the Note (which shall include the Loan Debt Service and Lender Fees and Expenses specified in writing by the Authority to the Trustee) and all Parity Debt, any applicable reserve fund requirements with respect thereto and payments on other Subordinate Obligations and all other amounts payable by the Authority in accordance with the terms of the Credit Agreement, all such amounts to be specified in writing by the Authority to the Trustee. All remaining Sales Tax Revenues, after making the foregoing allocations, shall be available to the Authority for all lawful Authority purposes and the Trustee shall, to the full extent practicable, transfer the remaining Sales Tax Revenues to the Authority on the same day as the receipt thereof or as soon as practicable thereafter. The pledge of Revenues herein made shall be irrevocable until all Senior Lien Debt, the Note and all Parity Debt are no longer outstanding.

(b) The Sales Tax Revenues shall be received and held in trust by the Trustee for the benefit of the Holders of the Senior Lien Debt, the Note and the Parity Debt and shall be disbursed, allocated and applied solely for the uses and purposes set forth in this Article V. As long as any Senior Lien Debt or the Note is outstanding or any Parity Debt remains unpaid, the Authority hereby assigns and shall cause Sales Tax Revenues to be transmitted by the BOE directly to the Trustee. The Trustee shall forthwith deposit in a trust fund, designated as the "Sales Tax Revenue Fund," which fund the Trustee shall designate and maintain, all Sales Tax Revenues, when and as received by the Trustee. All moneys at any time held in the Sales Tax Revenue Fund shall be held in trust for the benefit of the Holders of the Senior Lien Debt, the Note and Parity Debt and shall be disbursed, allocated and applied solely for the uses and purposes set forth in this Article V, provided that on a parity with the application of such amounts to payment of the Loan Debt Service, the Trustee may set aside or transfer amounts with respect to any outstanding Parity Debt as provided in the proceedings for such Parity Debt delivered to the Trustee (which shall be proportionate in the event such amounts are insufficient to provide for all deposits required as of any date to be made with respect to the Loan Debt Service and such Parity Debt) and provided that on a parity with or subordinate to the application of such amounts to payment of the Lender Fees and Expenses, the Trustee may set aside or transfer amounts with respect to any outstanding Subordinate Obligations as provided in the proceedings for such Subordinate Obligations delivered to the Trustee (which shall be proportionate in the event such amounts are insufficient to provide for all deposits required as of any date to be made with respect to the Subordinate Obligations). Any Revenues remaining after the disbursement, allocation and application of moneys set forth in this Article V shall be transferred to the Authority and may be used for any lawful purpose of the Authority as provided in Section 5.05 hereof.

(c) The Revenues may not secure any Debt of the Authority other than Senior Lien Debt, the Note, Parity Debt and Subordinate Obligations.

**SECTION 5.02 Pledge of Certain Funds and Accounts.** There are hereby pledged to secure the punctual payment of the Note, all amounts (including proceeds of Advances) held by the Trustee under this Indenture (except for amounts on deposit in the Rebate Fund), subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein.

Subject to Section 5.01 hereof, the pledge of such amounts to secure the punctual payment of the Loan Debt Service shall constitute a second lien on such amounts, the pledge of such amounts to secure the punctual payment of the Lender Fees and Expenses shall constitute Subordinate Obligations and the pledge of such amounts to secure the Loan Debt Service and Lender Fees and Expenses shall be valid and binding from and after the initial delivery of the Note by the Authority, without any physical delivery or further act. The pledge of amounts made in this Section 5.02 shall be irrevocable until the Note is no longer outstanding.

**SECTION 5.03 Establishment and Application of Interest Fund.** The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Interest Fund." All amounts in the Interest Fund shall be used and withdrawn by the Trustee solely for the purposes of paying interest on the Loans as it shall become due and payable and (ii) making payments on interest rate swap agreements related to the Loans, if any.

Upon the receipt of Sales Tax Revenues each month, the Trustee shall deposit in the Interest Fund an amount sufficient to cause the amount on deposit in the Interest Fund on the first Business Day of the immediately succeeding month to equal the sum of the accrued and unpaid interest, if any, on the Loans becoming due and payable in such immediately succeeding month.

In the event that the Trustee shall fail to receive an amount sufficient to equal the amount required to be deposited pursuant to this Section 5.03 by the close of business on the first Business Day of any month, the Trustee shall promptly notify the Authority and the Lender in writing of the amount of such insufficiency by fax or e-mail, receipt of which fax or e-mail by the Authority shall be confirmed by the Trustee.

In addition, in the event that the Trustee anticipates that it shall fail to have an amount sufficient to equal the amount required to be transferred by the Trustee to the Noteholder by 1:00 p.m. New York City time on each date interest is due and payable on the Loans, the Trustee shall notify the Authority in writing of the amount of such insufficiency by fax, receipt of which fax or e-mail by the Authority shall be confirmed by the Trustee, such notice to be provided prior to 10:30 a.m. New York City time/7:30 a.m. California time on each date interest is due and payable on the Loans.

Amounts deposited in the Interest Fund shall be transferred by the Trustee to the Noteholder by 2:00 p.m. New York City time on each date interest is due and payable on the Loans.

Any amounts remaining on deposit in the Interest Fund on the Business Day preceding the receipt of Sales Tax Revenues from the BOE in June of each year in excess of amounts needed to pay interest due on the next date interest payment is due on the Loans or Parity Debt that is to be paid from Sales Tax Revenues or otherwise required to be on deposit in the Interest Fund under this Section 5.03, commencing June 2016, shall be transferred to the Authority and may be used for any lawful purpose of the Authority except to the extent that Lender Fees and Expenses are outstanding and owing to the Lender under the Credit Agreement, in which case an amount up to the total outstanding and owing shall be transferred to and deposited in the Subordinate Obligations Fund and used to pay such Lender Fees and Expenses.

**SECTION 5.04 Establishment and Application of Principal Fund.** The Trustee shall establish, maintain and hold in trust a separate fund designated as the “Principal Fund.” All amounts in the Principal Fund shall be used and withdrawn by the Trustee solely for the purposes of paying principal on the Loans as it shall become due and payable in accordance with the terms of the Credit Agreement.

Following the conversion of any Revolving Loan(s) to Term Loans under the Credit Agreement (but not prior to such conversion) and subject to the provisions of Section 7.02 hereof after any Event of Default, after the required deposit of Sales Tax Revenues to the Interest Fund, the Trustee shall deposit in the Principal Fund, an amount equal to the principal amount of the Loans becoming due and payable in the month immediately following the month such deposit is made. In the event that the Trustee shall fail to receive an amount sufficient to equal the amount required to be deposited pursuant to this Section 5.04 by the close of business on the last Business Day of any month, the Trustee shall promptly notify the Authority in writing of the amount of such

insufficiency by fax or e-mail, receipt of which fax or e-mail by the Authority shall be confirmed by the Trustee.

Amounts deposited in the Principal Fund shall be transferred by the Trustee to the Noteholder by 2:00 p.m. New York City time on the date principal is due and payable on the Loans.

Any amounts remaining in the Principal Fund following the payment of principal shall be transferred to the Authority to be used for any lawful purpose; provided, however, that such moneys shall, upon the Authority's written request issued pursuant to Section 5.05 hereof, be transferred to and deposited in the Subordinate Obligations Fund.

**SECTION 5.05 Establishment and Application of Subordinate Obligations Fund.** The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Subordinate Obligations Fund." After the other transfers required pursuant to Sections 5.03 and 5.04 hereof have been made, the Trustee shall transfer to the Subordinate Obligations Fund an amount necessary to be applied to the payment of Subordinate Obligations in accordance with, and upon the written direction of, the Authority, such written direction to be provided by the Authority prior to or concurrently with any transfer of Revenues to the Trustee pursuant to Section 5.01 hereof. Upon the payment of Subordinate Obligations as directed by and in accordance with the written direction of the Authority, remaining Revenues, if any, shall be transferred to the Authority and may be used for any lawful purpose of the Authority.

**SECTION 5.06 Investment by the Authority.** All moneys in any of the funds or accounts established and held by the Authority pursuant to this Indenture shall be invested by the Authority in Investment Securities or in any other investments permitted for the investment of funds of the Authority under the Act.

**SECTION 5.07 Investment by the Trustee.** All moneys in any of the funds or accounts established and held by the Trustee pursuant to this Indenture shall be invested, as directed in writing by the Authority, solely in Investment Securities. All Investment Securities shall, as directed by the Authority in writing, be acquired by the Trustee subject to the limitations set forth in Section 6.04 hereof, the limitations as to maturities hereinafter in this Section set forth and such additional limitations or requirements consistent with the foregoing as may be established by Request of the Authority and not inconsistent with the duties of the Trustee hereunder, as determined solely by the Authority. If and to the extent the Trustee does not receive investment instructions from the Authority with respect to the moneys in the funds and accounts held by the Trustee pursuant to this Indenture, such moneys shall be invested in Investment Securities described in clause (xii) of the definition thereof, and the Trustee shall thereupon promptly request written investment instructions from the Authority for such moneys.

Moneys in the funds and accounts established under this Indenture shall be invested in Investment Securities maturing or available on demand not later than the date on which the Authority estimates that such moneys will be required by the Trustee.

All interest, profits and other income received from the investment of moneys in any fund or account, other than the Rebate Fund and the Construction Fund; shall be transferred to the

Interest Fund when received. All interest, profits and other income received from the investment of moneys in the Rebate Fund or the Construction Fund shall be deposited in such respective fund, except as provided in Section 6.04. Notwithstanding anything to the contrary contained in this paragraph, an amount of interest received with respect to any Investment Security equal to the amount of accrued interest, if any, paid as part of the purchase price of such Investment Security shall be credited to the fund or account from which such accrued interest was paid.

The Trustee may commingle any of the funds or accounts established pursuant to this Indenture (other than the Rebate Fund) into a separate fund or funds for investment purposes only, provided that all funds or accounts held by the Trustee hereunder shall be accounted for separately as required by this Indenture. The Trustee or any of its affiliates may act as principal or agent in the making or disposing of any investment and may impose its customary charge therefor. The Trustee may, upon consultation with the Authority, sell or present for redemption, any Investment Securities so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Investment Security is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment or redemption.

The Authority may, and the Trustee shall, upon the Request of the Authority, enter into a financial futures or financial option contract or swap with an entity the debt securities of which are rated not less than the second highest long-term rating categories by Moody's or Standard & Poor's. The Authority shall provide twenty (20) days' written notice to Standard & Poor's and Moody's before filing such a Request, and the Trustee shall provide notice of the closing of any such financial futures or financial option contract or swap to Standard & Poor's and Moody's on the closing date thereof.

The Trustee will furnish the Authority and the Lender periodic cash transaction statements at least once per month, which will include detail for all investment transactions made by the Trustee hereunder. The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations for securities transactions as they occur, the Authority will not receive such confirmations.

The Trustee shall not be responsible for any losses resulting from investments made under this Indenture.

The Trustee shall keep proper books of record and accounts containing complete and correct entries of all transactions made by it relating to the receipt, disbursement, allocation and application of the moneys related to the Note, including moneys derived from, pledged to, or to be used to make payments on the Note. Such records shall specify the account or fund to which such moneys are to be allocated.

## ARTICLE VI

### COVENANTS OF THE AUTHORITY

SECTION 6.01 Punctual Payment. The Authority will punctually pay or cause to be paid the Loan Debt Service and Lender Fees and Expenses, in strict conformity with the terms of the Note and of this Indenture, according to the true intent and meaning thereof.

SECTION 6.02 Collection of Sales Tax Revenues. (a) The Authority covenants and agrees that it has duly levied the Sales Tax in accordance with the Act, pursuant to and in accordance with the Ordinance, duly passed and adopted by the Authority and the electorate of the County. Said Ordinance will not be amended, modified or altered so long as the Note is outstanding, any amount is owed under the Credit Agreement or Parity Debt remains unpaid in any manner which would reduce the amount of or timing of receipt of Sales Tax Revenues, and the Authority will continue to levy and collect the Sales Tax to the full amount permitted by law. The Authority further covenants that it will take such actions as required to cause the BOE to process and supervise collection of said transactions and use taxes and to transmit Sales Tax Revenues directly to the Trustee. Said agreement will be continued in effect so long as the Note is outstanding, any amount is owed under the Credit Agreement or Parity Debt remains unpaid and shall not be amended, modified or altered without the written consent of the Trustee or the Lender so long as the Note is outstanding, any amount is owed under the Credit Agreement or Parity Debt remains unpaid. The Authority will receive and hold in trust for (and remit immediately to) the Trustee any Sales Tax Revenues paid to the Authority by the BOE.

(b) Sales Tax Revenues received by the Trustee shall be transmitted to the Authority under the terms and conditions set forth in Article V; provided that, during the continuance of an Event of Default, any Sales Tax Revenues received by the Trustee shall be applied first to the payment of the costs and expenses of the Trustee in declaring such Event of Default and pursuing remedies, including reasonable compensation of its agents, attorneys and counsel, which costs and expenses shall be paid from the Sales Tax Revenue Fund, second, to deposit into the Interest Fund and Principal Fund for payment of the Loan Debt Service and Parity Debt as more fully set forth in Section 7.02 and third, to the payment of Subordinate Obligations.

(c) The Authority covenants and agrees to separately account for all Revenues and to provide to the Trustee access to such accounting records at reasonable hours and under reasonable circumstances, provided, however, that the Trustee shall have no obligation to inspect such accounting records and shall not be deemed to have any notice of any information contained in such accounting records or circumstances which might constitute an Event of Default which may be disclosed therein.

(d) The Authority covenants that so long as the Note is outstanding or Parity Debt remain unpaid, it will comply with the Act and the Ordinance and will not, to the best of its ability, suffer or permit any change, modification or alteration to be made to the Act, which would materially and adversely affect the rights of Noteholders or the owners of any Parity Debt.

SECTION 6.03 Rebate Fund. (a) The Trustee shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the "Rebate



Fund.” Within the Rebate Fund, the Trustee shall maintain such accounts as the Authority shall direct in writing to comply with the terms and requirements of the Tax Certificate. Subject to the transfer provisions provided in subsection (c) below, all money at any time deposited in the Rebate Fund shall be held by the Trustee for the account of the Authority in trust, to the extent required to satisfy the Rebate Requirement (as defined in the Tax Certificate), for payment to the federal government of the United States of America, and neither the Trustee nor any Owner of the Note shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Indenture and by the Tax Certificate (which are incorporated herein by reference). The Authority hereby covenants to comply with the directions contained in the Tax Certificate and the Trustee hereby covenants to comply with all written instructions of the Authority delivered to the Trustee pursuant to the Tax Certificate (which instructions shall state the actual amounts to be deposited in or withdrawn from the Rebate Fund and shall not require the Trustee to make any calculations with respect thereto). The Trustee shall be deemed conclusively to have complied with the provisions of this Section 6.03(a) if it follows such written instructions of the Authority, and the Trustee shall have no liability or responsibility to enforce compliance by the Authority with the terms of the Tax Certificate nor to make computations in connection therewith.

(b) The Trustee shall invest all amounts held in the Rebate Fund, solely as directed by the Authority in writing, solely in Investment Securities, subject to the restrictions set forth in the Tax Certificate.

(c) Upon receipt of the written instructions of the Authority, the Trustee shall remit part or all of the balances in the Rebate Fund to the federal government of the United States of America, as directed. In addition, if such instructions so direct, the Trustee will deposit moneys into or transfer moneys out of the Rebate Fund and from or into such accounts or funds as directed. Any funds remaining in the Rebate Fund after payment of the Note and payment and satisfaction of any Rebate Requirement, shall be withdrawn and remitted to the Authority in accordance with a Request of the Authority.

(d) Notwithstanding any other provision of this Indenture, including in particular Article X hereof, the obligation to remit the Rebate Requirement to the federal government of the United States of America and to comply with all other requirements of this Section and the Tax Certificate shall survive the defeasance or payment in full of the Note.

**SECTION 6.04 Tax Covenants.** The Authority covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Note under Section 103 of the Code. Without limiting the generality of the foregoing, the Authority shall comply with all requirements and covenants contained in the Tax Certificate. In the event that at any time the Authority is of the opinion that for purposes of this Section 6.04 it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under this Indenture, the Authority shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

Notwithstanding any provision of this Section 6.04 and Section 6.03 hereof, if the Authority shall receive an Opinion of Bond Counsel to the effect that any action required under the

Tax Certificate or this Section 6.04 or Section 6.03 hereof is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Note pursuant to Section 103 of the Code, the Authority and the Trustee may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

SECTION 6.05 Additional Advances. The Authority will not request any Additional Advance under the Credit Agreement unless the following conditions are satisfied:

(a) The Board of Commissioners of the Authority shall have duly adopted a resolution authorizing such Additional Advance; and

(b) Bond Counsel shall have delivered an opinion to the effect that, after giving effect to such Additional Advance, the Credit Agreement constitutes a valid and binding obligation of the Authority enforceable in accordance with its terms.

SECTION 6.06 Waiver of Laws. The Authority will not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law or right at immunity now or at any time hereafter in force that may affect the covenants and agreements contained in this Indenture or in the Note, and all benefit or advantage of any such law or laws is hereby expressly waived by the Authority to the extent permitted by law.

SECTION 6.07 Further Assurances. The Authority will make, execute and deliver any and all such instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Owners of the Note and the Lender of the rights and benefits provided in this Indenture.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

SECTION 7.01 Events of Default. The following events shall be Events of Default:

(a) default in the due and punctual payment of the principal of the Loans when and as the same shall become due and payable, whether at maturity, upon acceleration or by declaration;

(b) default in the due and punctual payment of any installment of interest on the Loans when and as such interest installment shall become due and payable;

(c) if the Authority shall fail to observe or perform any covenant, condition, agreement or provision in this Indenture on its part to be observed or performed, other than as referred to in subsection (a), (b) or (c) of this Section, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, has been given to the Authority by the Trustee; except that, if such failure can be remedied but not within such sixty (60) day period and if the Authority has taken all action reasonably possible to remedy such failure within such sixty (60) day period, such failure shall not become an Event of Default for so long as the

Authority shall diligently proceed to remedy the same in accordance with and subject to any directions or limitations of time established by the Trustee;

(d) the occurrence of an Event of Default (as such term is defined in the Credit Agreement) under the Credit Agreement;

(e) if the Authority files a petition in voluntary bankruptcy, for the composition of its affairs or for its corporate reorganization under any state or federal bankruptcy or insolvency law, or makes an assignment for the benefit of creditors, or admits in writing to its insolvency or inability to pay debts as they mature, or consents in writing to the appointment of a trustee or receiver for itself;

(f) if a court of competent jurisdiction shall enter an order, judgment or decree declaring the Authority insolvent, or adjudging it bankrupt, or appointing a trustee or receiver of the Authority, or approving a petition filed against the Authority seeking reorganization of the Authority under any applicable law or statute of the United States of America or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof; or

(g) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the Revenues, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control.

**SECTION 7.02 Application of the Revenues and Other Funds After Default.** If an Event of Default shall occur and be continuing, to the fullest extent permitted by law, the Authority shall immediately transfer all Revenues held by it to the Trustee, and the Trustee shall apply all Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of this Indenture (except as otherwise provided in this Indenture) as follows and in the following order:

(1) To the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Note, including the costs and expenses of the Trustee and the Noteholders in declaring such Event of Default, and payment of reasonable fees and expenses of the Trustee (including reasonable fees and disbursements of its counsel and other agents) incurred in and about the performance of its powers and duties under this Indenture, provided, however, that if the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law; and

(2) To the payment of the persons entitled thereto of all Loan Debt Service and Lender Fees and Expenses, which shall have become due, whether at maturity or upon acceleration or prepayment under the Credit Agreement, in the order of their due dates, with interest on the overdue payments at the rate or rates set forth in the Credit Agreement, subject to the provisions of this Indenture; and, if the amount available shall not be sufficient to pay in full the Note, then to the payment thereof ratably, according to the amounts of Loan Debt

Service and Lender Fees and Expenses due or to become due to the persons entitled thereto, without any discrimination or preference.

Notwithstanding the foregoing provisions of this Section 7.02, acceleration of principal of the Note or any portion thereof shall occur to the extent and only to the extent the Credit Agreement provides for acceleration of such amount for the Event of Default that has occurred.

**SECTION 7.03 Trustee to Represent Noteholders.** Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Noteholders, the Trustee in its discretion may, and upon the written request of the Owners of not less than twenty-five percent (25%) in aggregate amount of the Note then outstanding (with the prior written consent of the Lender), and upon being indemnified to its reasonable satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings, as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee or in such Owners under this Indenture, the Act or any other law, and upon instituting such proceeding, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the Revenues and other assets pledged under this Indenture and the Act, pending such proceedings. All rights of action under this Indenture or the Note or otherwise may be prosecuted and enforced by the Trustee without the possession of the Note or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of the Owners of the Note, subject to the provisions of this Indenture (including Section 7.05).

**SECTION 7.04 Direction of Proceedings.** Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Note then outstanding (with the prior written consent of the Lender) shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee and upon furnishing the Trustee with indemnification satisfactory to it, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture, that the Trustee may take any other action deemed proper by the Trustee, which is not inconsistent with such direction, and that the Trustee shall have the right to decline to follow any such direction which in the reasonable opinion of the Trustee would be unjustly prejudicial to Noteholders. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Noteholder any plan of reorganization, arrangement, adjustment, or composition affecting the Note or the rights of any Noteholder thereof, or to authorize the Trustee to vote in respect of the claim of any Noteholder in any such proceeding without the approval of the owners of the Note so affected.

**SECTION 7.05 Lender to Act as Noteholder; Limitations on Lender's Rights.** Notwithstanding anything contained herein to the contrary, the Lender shall be treated as the sole Noteholder for all provisions hereof regarding consents, approvals, directions, waivers, appointments, requests or other actions by Noteholders or any portion thereof. Further, notwithstanding anything herein to the contrary, any such provisions or any provisions regarding

consents, approvals, directions, waivers, appointments, requests or other actions by Noteholders or any portion thereof or of the Lender shall be deemed not to require or permit such consents, approvals, directions, waivers, appointments, requests or other actions and shall be read as if the Noteholders and/or Lender were not mentioned therein at any time when (A) there is no Loan outstanding under the Credit Agreement and (B)(1) the Lender has failed to honor a properly presented and conforming request for Advance under the Credit Agreement or (2) the Credit Agreement shall at any time for any reason cease to be valid and binding on the Lender in a final non-appealable judgment of a court of competent jurisdiction, or has terminated in accordance with its terms.

SECTION 7.06 Limitation on Noteholders' Right to Sue. No Owner of the Note shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture or any applicable law with respect to the Note, unless: (1) such Owner shall have given to the Trustee written notice of the occurrence of an Event of Default; (2) the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Note then outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted; (3) such Owner or said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (4) the Trustee shall have refused, or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee; and (5) the Trustee shall not have received contrary directions from the Owners of a majority in aggregate principal amount of the Note then outstanding.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of the Note of any remedy hereunder or under law; it being understood and intended that no one or more Owners of the Note shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners of the Note, or to enforce any right under this Indenture, or under applicable law with respect to the Note, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Note, subject to the provisions of this Indenture.

SECTION 7.07 Absolute Obligation of the Authority. Nothing in Section 7.05 or in any other provision of this Indenture, or in the Note, contained shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the Loan Debt Service and Lender Fees and Expenses to the respective Owners of the Note on the dates provided in the Credit Agreement, but only out of the Revenues and other assets herein pledged therefor, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Note.

SECTION 7.08 Termination of Proceedings. In case any proceedings taken by the Trustee or any one or more Noteholders on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Noteholders, then in every such case the Authority, the Trustee and the Noteholders, subject to any determination in such proceedings, shall be restored to their former positions and rights

hereunder, severally and respectively, and all rights, remedies, powers and duties of the Authority, the Trustee and the Noteholders shall continue as though no such proceedings had been taken.

SECTION 7.09 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Note is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

SECTION 7.10 No Waiver of Default. No delay or omission of the Trustee or of any Owner of the Note to exercise any right or power arising upon the occurrence of any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or to the Owners of the Note may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE VIII**

### **THE TRUSTEE**

SECTION 8.01 Appointment: Duties, Immunities and Liabilities of Trustee. (a) U.S. Bank National Association is hereby appointed as Trustee under this Indenture and hereby accepts the duties imposed upon it as Trustee hereunder and hereby agrees to perform all the functions and duties of the Trustee hereunder, subject to the terms and conditions set forth in this Indenture. The Trustee shall perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants shall be read into this Indenture against the Trustee. The Trustee shall, during the existence of an Event of Default (which had not been cured), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) The Authority may remove the Trustee at any time, with the consent of the Owners of not less than a majority in aggregate amount of principal of the Note then outstanding and shall remove the Trustee if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Lender or the Owners of not less than a majority in aggregate amount of principal of the Note then outstanding (or their attorneys duly authorized in writing) or if at any time the Trustee shall cease to be eligible in accordance with subsection (e) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee, and thereupon shall appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Authority and the Noteholders. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing, with the prior written consent of the Owners of not less than a majority in aggregate amount of principal of the Note at the time outstanding.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within sixty (60) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Noteholder (on behalf of himself and all other Noteholders) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the Authority and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Request of the Authority or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Authority shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Authority shall give notice of the succession of such Trustee to the trusts hereunder by mail to the Owners.

(e) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank having the powers of a trust company or a trust company, having a combined capital and surplus of at least one hundred million dollars (\$100,000,000), subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign promptly in the manner and with the effect specified in this Section.

SECTION 8.02 Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under subsection (e) of Section 8.01 hereof, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 8.03 Liability of Trustee. (a) The recitals of facts herein and in the Note contained shall be taken as statements of the Authority, and the Trustee assumes no responsibility for the correctness of the same, and makes no representations as to the validity or sufficiency of

this Indenture or of the Note as to the sufficiency of the Revenues or the priority of the lien of this Indenture thereon, or as to the financial or technical feasibility of any portion of the Project and shall not incur any responsibility in respect of any such matter, other than in connection with the duties or obligations expressed herein or in the Note. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee and its directors, officers, employees or agents may in good faith buy, sell, own, hold and deal in any of the Note and may join in any action which any Owner of the Note may be entitled to take, with like effect as if the Trustee was not the Trustee under this Indenture. The Trustee may in good faith hold any other form of indebtedness of the Authority, own, accept or negotiate any drafts, bills of exchange, acceptances or obligations of the Authority and make disbursements for the Authority and enter into any commercial or business arrangement therewith, without limitation.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts. The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, but the Trustee shall be liable for the negligence or misconduct of any such attorney, agent, or receiver selected by it.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Note at the time outstanding (or such other percentage in aggregate principal amount of Note at the time outstanding as shall be provided herein) relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(d) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Noteholders pursuant to the provisions of this Indenture, including, without limitation, the provisions of Article VII hereof, unless such Noteholders shall have offered to the Trustee reasonable security or indemnity satisfactory to it against the costs, expenses and liabilities which may be incurred therein or thereby.

(e) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers, if repayment of such funds or adequate indemnity against such risk or liability is not assured to its satisfaction.

(f) The Trustee shall not be deemed to have knowledge of and shall not be required to take any action with respect to, any Event of Default (other than an Event of Default described in subsections (a) or (b) of Section 7.01 hereof) or event which would, with the giving of notice, the passage of time or both, constitute an Event of Default, unless the Trustee shall have actual knowledge of such event or shall have been notified of such event by the Authority or the Owners of 25% of the principal amount of the Note at the time outstanding. Without limiting the generality of the foregoing, the Trustee shall not be required to ascertain, monitor or inquire as to



the performance or observance by the Authority of the terms, conditions, covenants or agreements set forth in Article VI hereof (including, without limitation, the covenants of the Authority set forth in Sections 6.06 or 6.07 hereof), other than the covenants of the Authority to make payments with respect to the Note when due as set forth in Section 6.01 hereof and to file with the Trustee when due, such reports and certifications as the Authority is required to file with the Trustee hereunder.

(g) No permissive power, right or remedy conferred upon the Trustee hereunder shall be construed to impose a duty to exercise such power, right or remedy.

(h) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, coupon or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Authority, personally or by agent or attorney.

(i) The Trustee shall not be responsible for:

(1) the application or handling by the Authority of any moneys transferred to the Authority, pursuant to Request of the Authority or otherwise, in accordance with the terms and conditions hereof;

(2) the application and handling by the Authority of any fund or account designated to be held by the Authority hereunder;

(3) any error or omission by the Authority in making any computation or giving any instruction pursuant to Sections 6.03 and 6.04 hereof and may rely conclusively on any computations or instructions furnished to it by the Authority in connection with the requirements of Sections 6.03, 6.04 hereof and the Tax Certificate; or

(4) the construction, operation or maintenance of any portion of the Project.

(j) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article VIII.

**SECTION 8.04 Right of Trustee to Rely on Documents.** The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, note or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, including, without limitation, counsel of or to the Authority, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein

specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the Authority, and such Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable. The Trustee may also rely conclusively on any report or certification of any certified public accountant, investment banker, financial consultant, or other expert selected by the Authority or selected by the Trustee with due care in connection with matters required to be proven or ascertained in connection with its administration of the trusts created hereby.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 8.05 Compensation and Indemnification of Trustee. The Authority covenants to pay to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the exercise and performance of any of the powers and duties hereunder of the Trustee, and the Authority will pay or reimburse the Trustee upon its request for all expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence, default or willful misconduct. The Authority, to the extent permitted by law, shall indemnify, defend and hold harmless the Trustee against any loss, damages, liability or expense incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of the trusts created hereby, including costs and expenses (including reasonable attorneys' fees and expenses) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder. The rights of the Trustee and the obligations of the Authority under this Section 8.05 shall survive the discharge of the Note and this Indenture and the resignation or removal of the Trustee.

## **ARTICLE IX**

### **MODIFICATION OR AMENDMENT OF THIS INDENTURE**

SECTION 9.01 Amendments Permitted. This Indenture and the rights and obligations of the Authority, the Owners of the Note and the Trustee may be modified or amended from time to time and at any time by a Supplemental Indenture entered into by the Authority and the Trustee; provided, however, that no such modification or amendment shall (i) extend the fixed maturity of any Note, or reduce the amount of principal thereof, or extend the time of payment provided for any Note, or reduce the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the Owner of each Note so affected, or (ii) permit the creation of any lien on the Revenues and other assets pledged under this Indenture prior to or on a parity with the liens created by this Indenture, or deprive the Owners of the Notes of the liens created by this Indenture on such Revenues and other assets (in each case, except as expressly provided in this Indenture), without the consent of the Owners of all of the Notes then Outstanding. It shall not be necessary for the consent of the Noteholders to approve the particular form of any Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof. Notwithstanding the foregoing, the Authority and the Trustee shall not enter into any modification or amendment of this Indenture without the consent of the Lender if such consent of the Lender is required by the terms and conditions of the Credit Agreement.

SECTION 9.02 Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Authority, the Lender, the Trustee, and all Owners of the Note shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 9.03 Amendment of Note. The provisions of this Article shall not prevent any Noteholder from accepting any amendment as to its Note, provided that due notation thereof is made on the Note.

## **ARTICLE X**

### **DEFEASANCE**

SECTION 10.01 Payment of Note. The Note or a portion thereof may be paid by the Authority in any of the following ways:

(a) by paying or causing to be paid the principal of and interest on the Loans and Lender Fees and Expenses, as and when the same become due and payable;

(b) by irrevocably depositing with the Trustee, an escrow agent or other fiduciary, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 10.03 hereof) to pay the Note; or

(c) by delivering the Note to the Trustee, for cancellation by it.

If the Authority shall pay the Note and also pay or cause to be paid all other sums payable hereunder by the Authority, and the commitment of the Lender to make Loans under the Credit Agreement shall have expired or terminated, then and in that case, at the election of the Authority (evidenced by a Certificate of the Authority, filed with the Trustee, signifying the intention of the Authority to discharge all such indebtedness and this Indenture), and notwithstanding that the Note shall not have been surrendered for payment, this Indenture and the pledge of Revenues and other assets made under this Indenture and, except as provided in Section 6.03 and Section 6.04 hereof, all covenants, agreements and other obligations of the Authority under this Indenture shall cease, terminate, become void and be completely discharged and satisfied. In such event, upon Request of the Authority, the Trustee shall cause an accounting for such period or periods as may be requested by the Authority to be prepared and filed with the Authority and shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over, transfer, assign or deliver to the Authority all moneys (other than those held in the Rebate Fund) or securities or other property held by it pursuant to this Indenture which, as evidenced by a verification report, upon which the Trustee may conclusively rely, from a firm of independent certified public accountants, or other firm acceptable to the Trustee, are not required for the payment of the Note not theretofore surrendered for such payment.

**SECTION 10.02 Discharge of Liability on the Note.** Upon the deposit with the Trustee, escrow agent or other fiduciary, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 10.03 hereof) to pay the Note, then all liability of the Authority in respect of the Note shall cease, terminate and be completely discharged, provided that the Owner thereof shall thereafter be entitled to the payment of the principal of and interest on the Loans and the Lender Fees and Expenses, as provided in the Credit Agreement, and the Authority shall remain liable for such payment, but only out of such money or securities deposited as aforesaid for their payment, subject, however, to the provisions of Section 10.04 hereof and the continuing duties of the Trustee hereunder.

The Authority may at any time surrender to the Trustee for cancellation by it the Note previously issued and delivered, which the Authority may have acquired in any manner whatsoever, and the Note, upon such surrender and cancellation, shall be deemed to be paid and retired.

**SECTION 10.03 Deposit of Money or Securities with Trustee.** Whenever in this Indenture it is provided or permitted that there be deposited with or held in trust money or securities in the necessary amount to pay the Note, the money or securities so to be deposited or held may include money or securities held by the Trustee or by the Authority in the funds and accounts (other than the Rebate Fund) established pursuant to this Indenture and shall be:

(a) lawful money of the United States of America in an amount equal to the principal amount of the Loans and all unpaid interest thereon to maturity and the Lender Fees and Expenses, or

(b) noncallable and non-prepayable investment securities consisting of (i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed as to full and timely payment by, the United States of America, (ii) any certificates, receipts, securities or other obligations (excluding mutual funds and unit investment trusts) evidencing ownership of, or the right to receive, a specified portion of one or more interest payments or principal payments, or any combination thereof, to be made on any bond, note, or other obligation described above in clause (i), the principal of and interest on which when due will, in the opinion of an independent certified public accountant delivered to the Trustee (upon which opinion the Trustee may conclusively rely), provide money sufficient to pay the principal of and all unpaid interest to maturity, on the Loans to be paid, as such principal and interest become due and Lender Fees and Expenses as such become due; provided, in each case, that the Trustee, escrow agent or other fiduciary shall have been irrevocably instructed (by the terms of this Indenture or by Request of the Authority) to apply such money to the payment of such principal and interest with respect to the Loans and Lender Fees and Expenses.

SECTION 10.04 Payment of Note After Discharge of Indenture. Any moneys (other than those held in the Rebate Fund) held by the Trustee in trust for the payment of the Loan Debt Service and Lender Fees and Expenses and remaining unclaimed for two (2) years after the principal of the Loans has become due and payable, if such moneys were so held at such date, or two (2) years after the date of deposit of such moneys if deposited after said date when the Loans became due and payable, shall, upon Request of the Authority, be repaid to the Authority free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease. All moneys held by or on behalf of the Trustee for the payment of the Loan Debt Service and Lender Fees and Expenses shall be held uninvested, in trust for the account of the Owners thereof, and the Trustee shall not be required to pay Owners any interest on, or be liable to the Owners or any other person (other than the Authority) for any interest earned on, moneys so held. Any interest earned thereon (other than on funds held in the Rebate Fund) shall belong to the Authority and shall be deposited monthly by the Trustee into the Interest Fund.

## ARTICLE XI

### MISCELLANEOUS

SECTION 11.01 Liability of Authority Limited to Revenues. Notwithstanding anything in this Indenture or in the Note contained, the Authority shall not be required to advance any moneys derived from any source of income other than the Revenues and other assets pledged hereunder for any of the purposes in this Indenture mentioned, whether for the payment of the principal of or interest on the Loans or for any other purpose of this Indenture. The Authority may, however, advance funds for any such purpose, provided such funds are derived from a source legally available for such purpose.

SECTION 11.02 Successor Is Deemed Included in All References to Predecessor. Whenever in this Indenture either the Authority or the Trustee is named or referred to, such

reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Authority or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11.03 Limitation of Rights to Authority, Trustee, Lender and Noteholders. Nothing in this Indenture or in the Note expressed or implied is intended or shall be construed to give to any person other than the Authority, the Trustee, and the Owners of the Note and the holders of any Parity Debt, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the Trustee and the Owners of the Note and the holders of any Parity Debt.

SECTION 11.04 Waiver of Notice. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 11.05 Destruction or Delivery of Canceled Note. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Authority of the Note, the Trustee may, in its sole discretion, in lieu of such cancellation and delivery, destroy the Note, and deliver a certificate of such destruction to the Authority.

SECTION 11.06 Severability of Invalid Provisions. If any one or more of the provisions contained in this Indenture or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority hereby declares that it would have adopted this Indenture and each and every other Section, subsection, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Note pursuant thereto irrespective of the fact that any one or more Sections, subsections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

SECTION 11.07 Notices. Except as otherwise provided herein, for the purposes of this Indenture each such agreement, respectively, any notice to or demand may be served or presented, and such demand may be made and shall be deemed to have been sufficiently given or served for all purposes by being deposited, first-class mail postage prepaid, in a post office letter box, addressed, as the case may be, to the parties as follows (or in each case at such other or additional addresses as may have been filed in writing with the Trustee):

Authority:

San Francisco County Transportation Authority

Attention:

Telephone:

Fax:

Trustee: U.S. Bank National Association  
[REDACTED]  
[REDACTED]  
Attention: [REDACTED]  
Telephone: [REDACTED]  
Fax: [REDACTED]

Lender: State Street Public Lending Corporation  
[REDACTED]  
[REDACTED]  
Telephone: [REDACTED]  
Facsimile: [REDACTED]  
Attention: [REDACTED]

SECTION 11.08 Evidence of Rights of Noteholders. Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Noteholders may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Noteholders by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any person of Note transferable by delivery, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and of the Authority if made in the manner provided in this Section.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of the Note shall be proved by the Note registration books held by the Trustee. The Trustee may establish a record date as of which to measure consent of the Noteowners in order to determine whether the requisite consents are received.

Any request, consent, or other instrument or writing of the Owner of the Note shall bind every future Owner of the same Note and the Owner of every Note issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in accordance therewith or reliance thereon.

SECTION 11.09 Disqualified Note. In determining whether the Owners of the requisite aggregate principal amount of the Note have concurred in any demand, request, direction, consent or waiver under this Indenture, any interest in the Note owned or held by or for the account of the Authority, or by any other obligor on the Note, or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or any other obligor on the Note, shall be disregarded and deemed not to be outstanding for the purpose of any such determination. Any interest in the Note so owned, which has been pledged in good faith, may be regarded as outstanding for the purposes of this Section if the pledgee shall establish to the

satisfaction of the Trustee the pledgee's right to vote its interest in the Note and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or any other obligor on the Note. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

SECTION 11.10 Money Held for the Note. The money held by the Trustee for the payment of the interest or principal due on any date with respect to the Note shall, on and after such date and pending such payment, be set aside on books of the Trustee and held in trust by the Trustee for the Owners of the Note entitled thereto, subject, however, to the provisions of Section 10.04 hereof.

SECTION 11.11 Funds and Accounts. Any fund required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds shall at all times be maintained in accordance with customary standards of the industry, to the extent practicable, and with due regard for the protection of the security of the Note and the rights of every Holder thereof.

SECTION 11.12 Article and Section Headings and References. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Indenture.

All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof; and words of the masculine gender shall mean and include words of the feminine and neuter genders.

SECTION 11.13 Waiver of Personal Liability. No Board member, officer, agent or employee of the Authority or the Trustee shall be individually or personally liable for the payment of the Loan Debt Service or Lender Fees and Expenses or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such Board member, officer, agent or employee of the Authority or the Trustee from the performance of any official duty provided by law or by this Indenture.

SECTION 11.14 Governing Law. This Indenture shall be construed and governed in accordance with the laws of the State.

SECTION 11.15 Business Day. Except as specifically set forth in a Supplemental Indenture, any payments or transfers, which would otherwise become due on any day which is not a Business Day shall become due or shall be made on the next succeeding Business Day and interest shall accrue as provided in the Credit Agreement.

SECTION 11.16 Effective Date of Indenture. This Indenture shall take effect upon its execution and delivery.



SECTION 11.17 Execution in Counterparts. This Indenture 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.

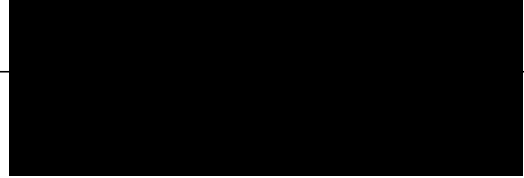
SECTION 11.18 Complete Agreement. This Indenture amends and restates, supersedes and replaces in all respects the Original Indenture.

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IN WITNESS WHEREOF, the parties hereto have executed this Indenture by their officers thereunto duly authorized as of the day and year first written above.

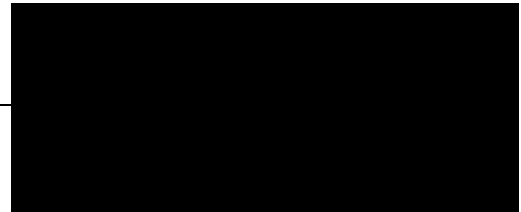
SAN FRANCISCO COUNTY  
TRANSPORTATION AUTHORITY

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



U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

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



**EXHIBIT A**

Form of Requisition — Construction Fund

REQUISITION NO. \_\_

The undersigned, \_\_\_\_\_, hereby certifies as follows:

1. I am the \_\_\_\_\_ of the San Francisco County Transportation Authority, a public entity duly organized and existing under and by virtue of the laws of the State of California (the “Authority”).

2. Pursuant to the provisions of that certain Second Amended and Restated Indenture, dated as of June 1, 2015 (the “Indenture”), between the Authority and U.S. Bank National Association, as trustee (the “Trustee”), I am an Authorized Representative (as such term is defined in the Indenture) of the Authority and I am delivering this Requisition on behalf of the Authority.

3. The undersigned, acting on behalf of the Authority, does hereby authorize disbursement of funds from the Construction Fund (the “Construction Fund”) created pursuant to Section 4.02 of the Indenture in connection with the payment of the costs of the Project (as such term is defined in the Indenture) being financed with the proceeds of the applicable Advance (as such term is defined in the Indenture).

TOTAL DISBURSEMENT AMOUNT AUTHORIZED: \$\_\_\_\_\_

4. The undersigned, acting on behalf of the Authority, hereby certifies that: (a) the costs of the Project or interest on the Note in the amount set forth herein have been incurred by the Authority and are presently due and payable; and (b) that each item is a proper charge against the Construction Fund and has not been previously paid from the Construction Fund.

5. The undersigned, acting on behalf of the Authority, hereby certifies that there has not been filed with or served upon the Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the parties identified on Exhibit A to this Requisition, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen’s or mechanics’ liens accruing by mere operation of law.

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

SAN FRANCISCO COUNTY  
TRANSPORTATION AUTHORITY

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

EXHIBIT A

Construction Fund

Party To Be Paid	Payment Amount	Nature of Expenditure	Payment Instructions
---------------------	-------------------	-----------------------	----------------------

\$ \_\_\_\_\_

**EXHIBIT B**

Form of Requisition — Costs of Issuance Account

REQUISITION NO. \_\_

The undersigned, \_\_\_\_\_, hereby certifies as follows:

1. I am the \_\_\_\_\_, of the San Francisco County Transportation Authority, a public entity duly organized and existing under and by virtue of the laws of the State of California (the “Authority”).

2. Pursuant to the provisions of that certain Second Amended and Restated Indenture, dated as of June 1, 2015 (the “Indenture”), between the Authority and U.S. Bank National Association, as trustee (the “Trustee”), I am an Authorized Representative (as such term is defined in the Indenture) of the Authority and I am delivering this Requisition on behalf of the Authority.

3. The undersigned hereby authorizes payment of the amounts specified in Exhibit A hereto to the persons identified in Exhibit A, such amounts to be paid from the Costs of Issuance Account (the “Costs of Issuance Account”) established pursuant to Section 4.03 of the Indenture.

4. The undersigned hereby certifies that: (i) obligations in the amounts stated in Exhibit A have been incurred by the Authority and are presently due and payable; (ii) each item is a proper charge against the Costs of Issuance Account; and (iii) each item has not been previously paid from said Costs of Issuance Account.

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

SAN FRANCISCO COUNTY  
TRANSPORTATION AUTHORITY

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

---

SECOND AMENDED AND RESTATED INDENTURE

between

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

Dated as of June 1, 2015

RELATING TO THE  
SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY  
SALES TAX REVENUES BANK NOTE  
(LIMITED TAX BOND)

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Exhibit A	Form of Requisition — Construction Fund
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## SECOND AMENDED AND RESTATED INDENTURE

This **SECOND AMENDED AND RESTATED INDENTURE**, dated as of June 1, 2015 (the “**Indenture**”), between the **SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY**, a public entity duly organized and existing under and by virtue of the laws of the State of California (the “**Authority**”), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the “**Trustee**”), hereby amends and restates the Amended and Restated Indenture, dated as of July 1, 2012, by and between the Authority and Deutsche Bank National Trust Company, a national banking association duly organized and existing under and by virtue of the laws of the United States (the “**Original Indenture**”).

### W I T N E S S E T H :

**WHEREAS**, the Authority is duly organized and existing under the Bay Area County Traffic and Transportation Funding Act, being Division 12.5 of the Public Utilities Code of the State of California (Sections 131000 et seq.) (the “**Act**”);

**WHEREAS**, the Board of Supervisors of the City and County of San Francisco adopted Resolution Number 485-03 on July 29, 2003, which approved the New Transportation Expenditure Plan for San Francisco, recommended on July 22, 2003 by the Authority (the “**Expenditure Plan**”) and called and provided for an election for the purpose of submitting to the voters a measure to enact an ordinance (the “**Ordinance**”) that would, in part, authorize implementation of the Expenditure Plan, continue collection of the retail transactions and use tax applicable in the City and County of San Francisco at the existing level of one-half of one percent (1/2%) (the “**Sales Tax**”), continue in effect the Authority as the independent agency to administer the Sales Tax and oversee implementation of the Projects and authorize the Authority to issue limited tax bonds as needed, in a total outstanding aggregate amount not to exceed \$1,880,000,000 secured by and payable from the proceeds of the Sales Tax;

**WHEREAS**, the enactment of the Ordinance and levy of the Sales Tax was approved by more than two thirds of the electors voting on the measure to authorize enactment at the election held for such purpose on November 4, 2003;

**WHEREAS**, the collection of the Sales Tax, which commenced on April 1, 1990, will continue through the implementation of the 30-year Expenditure Plan and future updates thereto;

**WHEREAS**, the Authority is authorized by Section 131109 of the California Public Utilities Code and other applicable law to issue from time to time indebtedness payable in whole or in part from revenues of the Sales Tax (“**Sales Tax Revenues**”);

**WHEREAS**, the Authority has determined to enter into this Indenture in order to provide for the issuance and authentication of a certain promissory note (the “**Note**”) evidencing Loans (as defined herein) under the Credit Agreement (as defined herein) and to secure the payment of the principal of, and interest on, the Loans (the “**Loan Debt Service**”) and Lender Fees and Expenses (as defined herein);

**WHEREAS**, the Loan Debt Service will be secured by and payable from the Sales Tax Revenues on a parity basis with any other Parity Debt issued from time to time, and on a subordinate basis with any Senior Lien Debt issued from time to time;

**WHEREAS**, the Lender Fees and Expenses will be secured by and payable from the Sales Tax Revenues on a parity basis with any other Subordinate Obligations (as defined herein) issued from time to time and which together will be on a subordinate basis to the Loan Debt Service and any other Parity Debt issued from time to time;

**WHEREAS**, the execution and delivery of this Indenture has in all respects been duly and validly authorized by resolutions duly passed and approved by the Authority; and

**WHEREAS**, the Authority has determined that 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 the entering into of this Indenture do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Indenture;

**NOW, THEREFORE, THIS INDENTURE WITNESSETH**, that in order to secure the payment of the Loan Debt Service and Lender Fees and Expenses and to secure the performance and observance of all of the covenants and conditions in the Note, and in consideration of the premises and of the material covenants herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the Authority does hereby agree and covenant with the Trustee, for the benefit of the respective holders from time to time of the Note, as follows:

## **ARTICLE I**

### **DEFINITIONS: EQUALITY OF SECURITY; CONTENT OF CERTIFICATES AND OPINIONS**

**SECTION 1.01** Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Indenture and of any Supplemental Indenture and of any certificate, opinion or other document herein mentioned, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

**Act** means the Bay Area County Traffic and Transportation Funding Act, Division 12.5 (Section 131000 et seq.) of the Public Utilities Code of the State of California, as now in effect and as it may from time to time hereafter be amended or supplemented.

**Additional Advance** means an Advance subsequent to Advance No. 1.

**Additional Tax Certificate** means a tax certificate or supplemental tax certificate delivered in connection with an Additional Advance.

**Advance** means an Advance, as such term is defined in the Credit Agreement.

**Advance No. 1** means the initial advance under the Credit Agreement, made on June 11, 2015.

**Authority** means the San Francisco County Transportation Authority, a public entity of the State, duly organized and existing under the Act.

**Authorized Representative** means the Executive Director of the Authority, its Chief Deputy Director, its Deputy Director for Finance and Administration or any other person designated by the Executive Director of the Authority and who has been identified in a Certificate of the Authority delivered to the Trustee and the Lender and whose signature has likewise been certified to the Trustee and the Lender.

**Board** means the Board of Directors of the Authority.

**BOE** means the State Board of Equalization of the State of California.

**Bond Counsel** means such firm or firms of national standing in the field of public finance as is selected by the Authority.

**Business Day** means any day other than: (i) a Saturday, Sunday or (ii) day upon which banking institutions in San Francisco, California, New York, New York, or Boston Massachusetts are required or authorized by law to be closed; or (iii) a day upon which the office of the Lender where Requests for Advances are to be presented under the Credit Agreement is required or authorized by law to be closed.

**Certificate, Statement, Request, Requisition and Order of the Authority** mean, respectively, a written certificate, statement, request, requisition or order signed in the name of the Authority by an Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument. If and to the extent required by Section 1.03 hereof, each such instrument shall include the statements provided for in Section 1.03 hereof.

**Code** means the Internal Revenue Code of 1986, as amended, and the regulations applicable thereto or issued thereunder, or any successor thereto. Reference to any particular Code section shall, in the event of a successor code, be deemed to be reference to the successor to such Code section.

**Construction Fund** means a fund by that name maintained and held by the Trustee pursuant to Section 4.02 hereof.

**Corporate Trust Office or corporate trust office** means, with respect to the Trustee, the corporate trust office of the Trustee a [REDACTED], Attention: [REDACTED], or such other or additional offices as may be designated in writing by the Trustee to the Authority.

**Costs of Issuance** means all items of expense directly or indirectly payable by or reimbursable to the Authority and related to the authorization, execution and delivery of the Note and related documents, including but not limited to advertising and printing costs, costs of

preparation and reproduction of documents, filing and recording fees, travel expenses and costs relating to rating agency meetings and other meetings concerning the Note and such documents, the initial fees, expenses and charges of the Trustee with respect to the Note, Bond Counsel, counsel to the Lender and other legal fees and charges, fees and disbursements of consultants and professionals, including financial advisor fees and expenses, rating agency fees, fees and charges for preparation, execution, transportation and safekeeping of the Note, surety, insurance, liquidity and credit enhancements costs, including fees and expenses payable to the Lender under the Credit Agreement, and any other cost, charge or fee in connection with the issuance of the Note.

**Costs of Issuance Account** means an account by that name maintained and held by the Trustee within a Construction Fund pursuant to Section 4.03 hereof.

**County** means the City and County of San Francisco, California.

**Credit Agreement** means the Revolving Credit Agreement, dated as of June 1, 2015, by and between the Authority and the Lender, as originally executed and as it may from time to time be amended, restated, supplemented or otherwise modified pursuant to its terms.

**Debt** means Debt, as such term is defined in the Credit Agreement.

**Event of Default** means any of the events specified in Section 7.01 hereof.

**Expenditure Plan** means the New Transportation Expenditure Plan for San Francisco, recommended to the Board of Supervisors of the County by the Authority on July 22, 2003, and approved by County Resolution Number 485-03 on July 29, 2003 and by the Ordinance.

**Holder or Owner or Noteholder or Noteowner** means, whenever used herein with respect to the Note or any Parity Debt, the person in whose name the Note or Parity Debt is registered, as applicable. With respect to the Note, the initial Holder shall be the Lender.

**Indenture** means this Second Amended and Restated Indenture, between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented by any Supplemental Indenture delivered pursuant to the provisions of Section 9.01 hereof.

**Interest Fund** means the fund by that name established pursuant to Section 5.03 hereof.

**Investment Securities** means the following:

(i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies and federally sponsored entities set forth in clause (iii) below to the extent unconditionally guaranteed by the United States of America and including interest strips of bonds issued by the Resolution Funding Corporation and held in book-entry form by the Federal Reserve Bank of New York;

(ii) any certificates, receipts, securities or other obligations evidencing ownership of, or the right to receive, a specified portion of one or more interest payments or

principal payments, or any combination thereof, to be made on any bond, note, or other obligation described above in clause (i);

(iii) obligations issued by Banks for Cooperatives, Federal Land Banks, Federal Intermediate Credit Banks, Federal Farm Credit Banks, Federal Home Loan Banks, the Federal Home Loan Bank Board, the Federal Home Loan Mortgage Corporation, the Resolution Funding Corporation, or in obligations, participations, or other instruments of, or issued by, or fully guaranteed as to principal and interest by, the Federal National Mortgage Association, or in guaranteed portions of Small Business administration notes or in obligations, participations, or other instruments of, or issued by, a federal agency or a United States government-sponsored enterprise;

(iv) housing authority bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; or project bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(v) obligations of any state, territory or commonwealth of the United States of America or any political subdivision thereof or any agency or department of the foregoing; provided that such obligations are rated in either of the two highest Rating Categories by Standard & Poor's;

(vi) any bonds or other obligations of any state of the United States of America or any political subdivision thereof (a) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds or other obligations for redemption on the date or dates specified in such instructions, (b) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described above in clause (i) or (ii), which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the interest payment dates and the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, (c) as to which the principal of and interest on the bonds and obligations of the character described above in clause (i) or (ii) which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay the principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (vi) on the interest payment dates and the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (vi), as appropriate, and (d) which are rated in one of the two highest long-term Rating Categories by Standard & Poor's;

(vii) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation which are rated by Standard & Poor's in their highest short-term Rating Category, or, if the term of such indebtedness is longer than three (3) years, rated by Standard & Poor's in one of their two highest long-term Rating Categories, for comparable types of debt obligations;

(viii) demand or time deposits or certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates) or by a state licensed branch of any foreign bank, provided that such certificates of deposit shall be purchased directly from such a bank, trust company, national banking association or branch and shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, (2) continuously and fully secured by such securities and obligations as are described above in clauses (i) through (v), inclusive, which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee or third-party agent, as custodian, by the bank, trust company, national banking association or branch issuing such certificates of deposit, and the bank, trust company, national banking association or branch issuing each such certificate of deposit required to be so secured shall furnish the Trustee with an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking, or (3) be issued by an institution the senior debt obligations of which are rated “AA” or better by Standard & Poor’s;

(ix) taxable commercial paper or tax-exempt commercial paper rated in the highest Rating Category by Standard & Poor’s;

(x) variable rate obligations required to be purchased by the obligor or its agent or designee upon demand of the holder thereof secured as to such purchase requirement by a liquidity agreement with a corporation and as to the payment of interest and principal either upon maturity or redemption thereof by an unconditional credit facility of a corporation, provided that the variable rate obligations themselves are rated by Standard & Poor’s in the highest Rating Category with respect to short-term ratings, if any, and in either of the two highest Rating Categories with respect to long-term ratings, if any, and that the corporations providing the liquidity agreement and credit facility have, at the date of acquisition of the variable rate obligation by the Trustee, an outstanding issue of unsecured, uninsured and unguaranteed debt obligations rated in either of the two highest long-term Rating Categories by Standard & Poor’s;

(xi) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States or any national banking association (including the Trustee or any of its affiliates) having a minimum permanent capital of seventy-five million dollars (\$75,000,000) or with a government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities and obligations described in clauses (i), (ii), (iii) or (iv) above, which shall have a market value (exclusive of accrued interest and valued at least monthly) at least equal to one hundred and three percent (103%) of the amount of such investment and which shall be lodged with the Trustee or other fiduciary, as custodian, by the bank, trust company, national banking association or bond dealer executing such repurchase agreement, and the entity executing each such repurchase agreement required to be so secured shall furnish the Trustee with an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such repurchase agreement (as valued at least monthly) will be an amount equal to one hundred three percent (103%) of the principal and interest amount of each such repurchase agreement and the Trustee shall be entitled to rely on each such undertaking;

(xii) any cash sweep or similar account arrangement of or available to the Trustee, the investments of which are limited to investments described in clauses (i), (ii), (iii), (iv), (v) and (xi) of this definition of Investment Securities and any money market fund including money market funds from which the Trustee or its affiliates derive a fee for investment advisory or other services to the fund, the entire investments of which are limited to investments described in clauses (i), (ii), (iii), (iv), (v) and (xi) of this definition of Investment Securities; provided that as used in this clause (xii) investments will be deemed to satisfy the requirements of clause (xi) if they meet the requirements set forth in clause (xi) ending with the words “clauses (i), (ii), (iii) or (iv) above” and without regard to the remainder of such clause (xi);

(xiii) any investment agreement with a financial institution or insurance company which has at the date of execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated (or the parent company of which is rated) in either of the two highest long-term Rating Categories by Standard & Poor’s;

(xiv) shares of beneficial interest in diversified management companies investing exclusively in securities and obligations described in clauses (i) through (xiii) of this definition of Investment Securities and which companies have either the highest rating by Standard & Poor’s or have an investment advisor registered with the Securities and Exchange Commission with not less than five (5) years’ experience investing in such securities and obligations and with assets under management in excess of \$500,000,000;

(xv) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State of California, as it may be amended from time to time;

(xvi) County Treasurer’s Investment Pool; and

(xvii) any other investment approved by the Lender.

**Lender** means State Street Public Lending Corporation and its successors and permitted assigns.

**Lender Fees and Expenses** means all Obligations other than the Loan Debt Service.

**Loan Debt Service** means payment of principal of, and interest on, the Loans.

**Loans** means the Loans, as such term is defined in the Credit Agreement.

**LOC Repayment Fund** means a fund by the name established and held by the Trustee pursuant to Section 4.01 hereof.

**Moody’s** means Moody’s Investors Service, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.



**Note** means the San Francisco County Transportation Authority Sales Tax Revenues Bank Note (Limited Tax Bond) issued by the Authority pursuant to the Credit Agreement.

**Noteholder** or **Noteowner** – see “Holder” above.

**Obligations** means Obligations, as such term is defined in the Credit Agreement.

**Opinion of Bond Counsel** means a written opinion of Bond Counsel.

**Original Indenture** means the Amended and Restated Indenture, dated as of July 1, 2012, by and between the Authority and Deutsche Bank National Trust Company.

**Ordinance** means the San Francisco County Transportation Authority Ordinance approved by the voters as Proposition B at the November 7, 1989 election, and the San Francisco County Transportation Authority Reauthorization Ordinance adopted and approved by the voters on November 4, 2003, adopting and amending, respectively, Article 14 of the San Francisco Business and Tax Regulations Code of the City and County of San Francisco.

**Owner** – see “Holder” above.

**Parity Debt** means all indebtedness or other obligations of the Authority for borrowed money, any interest rate swap agreement and any other obligation of the Authority having an equal lien upon the Sales Tax Revenues and therefore payable on a parity with the Loan Debt Service (whether or not any principal amount of the Loans is outstanding). The Loan Debt Service shall be treated as Parity Debt hereunder.

**Person** means a corporation, firm, association, partnership, trust, limited liability company or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

**Principal Fund** means the fund by that name established pursuant to Section 5.04 hereof.

**Project** means the improvement, construction, maintenance, operation, development or planning of any transportation projects, facilities or programs permitted by the Ordinance.

**Rating Category** means: (i) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier; and (ii) with respect to any short-term or commercial paper rating category, all ratings designated by a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

**Rebate Fund** means the fund by that name established pursuant to Section 6.03 hereof.

**Rebate Requirement** means the Rebate Requirement defined in the Tax Certificate delivered in connection with the Note.

**Request for Advance** means Request for Advance, as such term is defined in the Credit Agreement.

**Revenues** means during any fiscal period the sum of the following amounts for such fiscal period:

- (1) all Sales Tax Revenues; and
- (2) all investment earnings on amounts held by the Trustee in the funds and accounts hereunder other than amounts deposited to the Rebate Fund.

**Sales Tax** means the retail transactions and use tax levied pursuant to the Ordinance and applicable in the County in accordance with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code at the rate of one-half of one percent (1/2%).

**Sales Tax Revenue Fund** means the fund of that name established pursuant to Section 5.01(b) hereof.

**Sales Tax Revenues** means 100% of the amounts collected by the BOE on behalf of the Authority pursuant to the Act relating to the Sales Tax and distributed to the Trustee pursuant to the written direction of the Authority to the BOE, dated April 14, 2004, less the administrative fee deducted by the BOE.

**Senior Lien Debt** means all indebtedness, obligations for borrowed money or other obligations of the Authority having a lien upon the Revenues that is senior to that of the Loan Debt Service and any other Parity Debt.

**Standard & Poor's** means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and its successors and assigns, except that if such company shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Standard & Poor's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

**State** means the State of California.

**Subordinate Obligations** means any obligations of the Authority secured by and payable from Revenues on a basis, which is subordinate to Senior Lien Debt, the Loan Debt Service and other Parity Debt, including, without limitation, Lender Fees and Expenses, any other fees and expenses and termination payments on swaps.

**Subordinate Obligations Fund** means the fund by that name to be established and held by the Trustee pursuant to Section 5.05 hereof.

**Supplemental Indenture** means any supplement to this Indenture hereafter duly authorized, executed and delivered by the Authority and the Trustee, supplementing, modifying or amending this Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

**Tax Certificate** means the Tax Certificate delivered by the Authority in connection with the Note, as originally executed and as it may from time to time be amended or supplemented pursuant to its terms, and includes any Additional Tax Certificate.

**Trustee** means U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, or its successor, as Trustee, as provided in Section 8.01 hereof.

SECTION 1.02 Equality of Security. In consideration of the acceptance of the Note by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract among the Authority, the Trustee and the Owners from time to time of the Note to secure the full and final payment of the Loan Debt Service and Lender Fees and Expenses, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the Authority or the Trustee shall be for the equal and proportionate benefit, protection and security of all Owners of the Note.

SECTION 1.03 Content of Certificates and Opinions. Every Certificate of the Authority or opinion provided for in this Indenture with respect to compliance with any provision hereof shall include: (1) a statement that the person making or giving such Certificate of the Authority or opinion has read such provision and the definitions herein relating thereto; (2) a brief statement as to the nature and scope of the examination or investigation upon which the Certificate of the Authority or opinion is based; (3) a statement that, in the opinion of such person, he has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the Certificate of the Authority or opinion to which his signature is affixed; and (4) a statement as to whether, in the opinion of such person, such provision has been complied with.

Any such Certificate of the Authority or opinion made or given by an Authorized Representative of the Authority may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel, an accountant, a financial advisor or an independent consultant, unless such Authorized Representative of the Authority knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel, an accountant, a financial advisor or an independent consultant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the Authority) upon a certificate or opinion of or representation by an officer of the Authority, unless such counsel, accountant, financial advisor or independent consultant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which such person's certificate or opinion or representation may be based, as aforesaid, is erroneous. The same Authorized Representative of the Authority, or the same counsel or accountant or financial advisor or independent consultant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Indenture, but different officers, counsel, accountants, financial advisors or independent consultants may certify to different matters, respectively.

## ARTICLE II

### THE NOTE

SECTION 2.01 Form of Note. The Note shall be in the form specified in the Credit Agreement.

SECTION 2.02 Execution of Note. The Note shall be executed in the name and on behalf of the Authority by the facsimile or manual signature of (i) the Chairperson of the Board, the Vice Chairperson of the Board, the Executive Director or the Chief Deputy Director and shall be countersigned by the facsimile or manual signature of the Executive Director or Auditor-Controller of the Authority, who may be the same as the person who signed the Note. In case any of the officers who shall have signed or countersigned the Note shall cease to be such officer or officers of the Authority before the Note so signed or countersigned shall have been authenticated or delivered by the Trustee or issued by the Authority, the Note may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Authority as though those who signed and countersigned the same had continued to be such officers of the Authority.

SECTION 2.03 Authentication of the Note. (a) The Note shall be authenticated by manual signature of the Trustee who shall, pursuant to the provisions hereof, authenticate and deliver the Note.

(b) Only if the Note bears thereon a certificate of authentication substantially in the form set forth in Exhibit A to the Credit Agreement, manually executed by the Trustee, shall it be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of authentication when manually executed by the Trustee shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of and security provided by this Indenture.

SECTION 2.04 Transfer of the Note. The Note may, in accordance with its terms, be transferred, upon the register required to be kept pursuant to the provisions of Section 2.05 hereof, by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Trustee. Whenever the Note shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and deliver a new Note, of the same maturity and interest rate and for a like principal amount. The Trustee shall require the Owner of the Note requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. Transfer of the Note shall also be subject to the transferability restrictions, if any, set forth in the Credit Agreement.

SECTION 2.05 Registration of the Note. The Trustee will keep or cause to be kept at its Corporate Trust Office sufficient books for the registration and transfer of the Note, which shall at all times be open to inspection during normal business hours by the Authority and the Lender upon reasonable prior notice, and upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note, as hereinbefore provided.

SECTION 2.06 Note Mutilated, Lost, Destroyed or Stolen. If the Note shall become mutilated, the Authority, at the expense of the Holder of the Note, shall execute and deliver a new Note of like tenor in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. If the Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Authority and the Trustee and, if such evidence be satisfactory to the Authority and the Trustee and indemnity satisfactory to the Authority and the Trustee shall be given, the Authority, at the expense of the Owner, shall execute and deliver a new Note of like tenor in lieu of and in substitution for the Note so lost, destroyed or stolen. Both the original Note and the replacement Note shall be treated as one and the same.

### **ARTICLE III**

#### **SENIOR LIEN DEBT, PARITY DEBT AND SUBORDINATE OBLIGATIONS**

The Authority may by Supplemental Indenture entered into under this Indenture issue or incur Senior Lien Debt, Parity Debt and Subordinate Obligations, subject to the limitations set forth in the Act, the Ordinance and other applicable law.

The Authority may not issue any Debt secured by the Sales Tax Revenues to rank senior to the lien on Sales Tax Revenues securing the Loan Debt Service, other than Senior Lien Debt issued under this Indenture.

### **ARTICLE IV**

#### **LOC REPAYMENT FUND AND CONSTRUCTION FUND**

SECTION 4.01 Establishment and Application of LOC Repayment Fund. The Trustee is hereby directed, on behalf of the Authority, to establish, maintain and hold in trust a separate fund designated the "LOC Repayment Fund." Upon receipt by the Trustee, the proceeds of Advance No. 1 in the amount of \$134,664,165.35 shall be deposited in the LOC Repayment Fund. In addition, the amount of \$338,841.26 from the funds and accounts under the Original Indenture shall be transferred to the LOC Repayment Fund. Upon receipt of both such amounts and immediately following the repayment in full of all "Notes" outstanding under the Original Indenture with the proceeds of a draw on the "Initial Series Letter of Credit" referenced therein, such amounts immediately shall be used to repay the amount of the draw on the Initial Series Letter of Credit as further provided in a Request of the Authority delivered on or before the date of issuance of the Note hereunder. Any balance remaining in the LOC Repayment Fund after all amounts owing with respect to the Initial Series Letter of Credit have been paid in full shall be transferred to the Interest Fund and applied to the next payment of interest on Advance No. 1.

SECTION 4.02 Establishment and Application of Construction Fund. The Trustee established a separate fund designated as the "Construction Fund" under the Original Indenture. The Trustee shall continue to maintain and hold in trust such fund. No proceeds of Advance No. 1 shall be deposited in the Construction Fund. Moneys deposited in the Construction Fund from an Additional Advance will be identified in the related Additional Tax Certificate. The moneys in the Construction Fund shall be disbursed, upon a Requisition of the Authority, to pay costs incurred in connection with the portion of the Project financed with such Advance deposited in the

Construction Fund (or to make reimbursements to the Authority for such costs). Such Requisition of the Authority shall be substantially in the form attached as Exhibit A hereto and shall set forth the name of the person or persons to whom said amounts are to be disbursed and shall state that the amounts to be disbursed are for costs properly chargeable to such Construction Fund and that such amounts have not been the subject of any previous Requisition of the Authority. When the Authority determines that the costs of the Project to be financed with the proceeds of a specific Advance have been paid, a Certificate of the Authority shall be delivered to the Trustee stating (i) that all of such costs have been determined and paid (or that all of such costs have been paid less specified claims which are subject to dispute and for which a retention in the Construction Fund is to be maintained in the full amount of such claims until such dispute is resolved) and (ii) that the Trustee is to transfer the remaining balance, if any, in the Construction Fund, less the amount of any such retention, for deposit in the Interest Fund and the Trustee shall apply such funds to pay interest on the related Advance.

SECTION 4.03        Establishment and Application of Costs of Issuance Account. The Trustee has established a separate account within the Construction Fund designated as the “Costs of Issuance Account” under the Original Indenture. The Trustee shall continue to maintain and hold in trust such account. No proceeds of Advance No. 1 shall be deposited in the Costs of Issuance Account. Moneys deposited in the Costs of Issuance Account from an Additional Advance will be identified in the related Additional Tax Certificate and shall be used to pay Costs of Issuance incurred in connection with such Advance, upon completion by the Authority of a Requisition of the Authority. Such Requisition of the Authority shall be substantially in the form attached as Exhibit B hereto and shall state the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said Costs of Issuance Account. At the end of one hundred eighty (180) days from the date of each Advance, or upon such earlier date as the Authority shall determine that amounts in said Costs of Issuance Account are no longer required for the payment of Costs of Issuance related to such Advance, any amounts then remaining in the Costs of Issuance Account representing the proceeds of such Advance shall be transferred by the Trustee either (a) if and to the extent proceeds of such Advance were deposited to the Construction Fund and the Certificate of the Authority described in Section 4.02 hereof has not yet been delivered with respect to such Advance, to the Construction Fund and (b) otherwise to the Interest Fund to be applied to the next payment of interest on the related Advance.

SECTION 4.04        Additional Funds and Accounts. The Authority may direct the Trustee to establish, maintain and hold in trust an additional separate fund or funds in which the proceeds of Advances shall be deposited and from which such amounts shall be applied, so long as the Advances are used to finance or refinance costs of the Project and so long as such application is consistent with the related Additional Tax Certificate.

## ARTICLE V

### REVENUES

#### SECTION 5.01 Pledge of Sales Tax Revenues; Sales Tax Revenue Fund.

(a) The Note is a limited obligation of the Authority and is payable as to the Loan Debt Service and, on a subordinate basis, the Lender Fees and Expenses, exclusively from the Revenues and other funds pledged hereunder. All Revenues are hereby irrevocably pledged by the Authority to secure the punctual payment of the Loan Debt Service, any other Parity Debt and, on a subordinate basis, the Lender Fees and Expenses, in accordance with their terms; and the Revenues shall not be used for any other purpose while the Note or other Parity Debt remains outstanding except as permitted by the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein and therein. There are hereby pledged to secure the payment of the Loan Debt Service and the Lender Fees and Expenses in accordance with the terms of the Note and the Credit Agreement, all amounts (including proceeds of Advances) held by the Trustee hereunder (except for amounts held in the Rebate Fund), subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein. Said pledge of Revenues to pay the Loan Debt Service shall constitute a lien on the Revenues subordinate only to Senior Lien Debt and said pledge of Revenues to pay the Lender Fees and Expenses shall constitute Subordinate Obligations. The pledge of the Sales Tax Revenues to pay the Loan Debt Service and the pledge of the Sales Tax Revenues to pay the Lender Fees and Expenses shall be subordinate in all respects to the pledge of Sales Tax Revenues securing any Senior Lien Debt. The pledge on the amounts in such funds shall be valid and binding from and after delivery by the Authority of the Note or Parity Debt, without any physical delivery thereof or further act. In the event the Authority determines to issue Senior Lien Debt, such Senior Lien Debt, when issued, shall be entitled to payment from Revenues prior to the payment of the Note or Parity Debt.

The Revenues hereby pledged to the payment of the Loan Debt Service and other Parity Debt shall be applied without priority or distinction of one over the other and the Revenues shall constitute a trust fund for the security and payment of the Note and Parity Debt; but nevertheless out of Revenues certain amounts may be applied for other purposes as provided herein.

Out of Sales Tax Revenues there shall be applied as hereinafter set forth all sums required for the payment of the principal of and interest on Senior Lien Debt, the Note (which shall include the Loan Debt Service and Lender Fees and Expenses specified in writing by the Authority to the Trustee) and all Parity Debt, any applicable reserve fund requirements with respect thereto and payments on other Subordinate Obligations and all other amounts payable by the Authority in accordance with the terms of the Credit Agreement, all such amounts to be specified in writing by the Authority to the Trustee. All remaining Sales Tax Revenues, after making the foregoing allocations, shall be available to the Authority for all lawful Authority purposes and the Trustee shall, to the full extent practicable, transfer the remaining Sales Tax Revenues to the Authority on the same day as the receipt thereof or as soon as practicable thereafter. The pledge of Revenues herein made shall be irrevocable until all Senior Lien Debt, the Note and all Parity Debt are no longer outstanding.

(b) The Sales Tax Revenues shall be received and held in trust by the Trustee for the benefit of the Holders of the Senior Lien Debt, the Note and the Parity Debt and shall be disbursed, allocated and applied solely for the uses and purposes set forth in this Article V. As long as any Senior Lien Debt or the Note is outstanding or any Parity Debt remains unpaid, the Authority hereby assigns and shall cause Sales Tax Revenues to be transmitted by the BOE directly to the Trustee. The Trustee shall forthwith deposit in a trust fund, designated as the “Sales Tax Revenue Fund,” which fund the Trustee shall designate and maintain, all Sales Tax Revenues, when and as received by the Trustee. All moneys at any time held in the Sales Tax Revenue Fund shall be held in trust for the benefit of the Holders of the Senior Lien Debt, the Note and Parity Debt and shall be disbursed, allocated and applied solely for the uses and purposes set forth in this Article V, provided that on a parity with the application of such amounts to payment of the Loan Debt Service, the Trustee may set aside or transfer amounts with respect to any outstanding Parity Debt as provided in the proceedings for such Parity Debt delivered to the Trustee (which shall be proportionate in the event such amounts are insufficient to provide for all deposits required as of any date to be made with respect to the Loan Debt Service and such Parity Debt) and provided that on a parity with or subordinate to the application of such amounts to payment of the Lender Fees and Expenses, the Trustee may set aside or transfer amounts with respect to any outstanding Subordinate Obligations as provided in the proceedings for such Subordinate Obligations delivered to the Trustee (which shall be proportionate in the event such amounts are insufficient to provide for all deposits required as of any date to be made with respect to the Subordinate Obligations). Any Revenues remaining after the disbursement, allocation and application of moneys set forth in this Article V shall be transferred to the Authority and may be used for any lawful purpose of the Authority as provided in Section 5.05 hereof.

(c) The Revenues may not secure any Debt of the Authority other than Senior Lien Debt, the Note, Parity Debt and Subordinate Obligations.

**SECTION 5.02 Pledge of Certain Funds and Accounts.** There are hereby pledged to secure the punctual payment of the Note, all amounts (including proceeds of Advances) held by the Trustee under this Indenture (except for amounts on deposit in the Rebate Fund), subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein.

Subject to Section 5.01 hereof, the pledge of such amounts to secure the punctual payment of the Loan Debt Service shall constitute a second lien on such amounts, the pledge of such amounts to secure the punctual payment of the Lender Fees and Expenses shall constitute Subordinate Obligations and the pledge of such amounts to secure the Loan Debt Service and Lender Fees and Expenses shall be valid and binding from and after the initial delivery of the Note by the Authority, without any physical delivery or further act. The pledge of amounts made in this Section 5.02 shall be irrevocable until the Note is no longer outstanding.

**SECTION 5.03 Establishment and Application of Interest Fund.** The Trustee shall establish, maintain and hold in trust a separate fund designated as the “Interest Fund.” All amounts in the Interest Fund shall be used and withdrawn by the Trustee solely for the purposes of paying interest on the Loans as it shall become due and payable and (ii) making payments on interest rate swap agreements related to the Loans, if any.



Upon the receipt of Sales Tax Revenues each month, the Trustee shall deposit in the Interest Fund an amount sufficient to cause the amount on deposit in the Interest Fund on the first Business Day of the immediately succeeding month to equal the sum of the accrued and unpaid interest, if any, on the Loans becoming due and payable in such immediately succeeding month.

In the event that the Trustee shall fail to receive an amount sufficient to equal the amount required to be deposited pursuant to this Section 5.03 by the close of business on the first Business Day of any month, the Trustee shall promptly notify the Authority and the Lender in writing of the amount of such insufficiency by fax or e-mail, receipt of which fax or e-mail by the Authority shall be confirmed by the Trustee.

In addition, in the event that the Trustee anticipates that it shall fail to have an amount sufficient to equal the amount required to be transferred by the Trustee to the Noteholder by 1:00 p.m. New York City time on each date interest is due and payable on the Loans, the Trustee shall notify the Authority in writing of the amount of such insufficiency by fax, receipt of which fax or e-mail by the Authority shall be confirmed by the Trustee, such notice to be provided prior to 10:30 a.m. New York City time/7:30 a.m. California time on each date interest is due and payable on the Loans.

Amounts deposited in the Interest Fund shall be transferred by the Trustee to the Noteholder by 2:00 p.m. New York City time on each date interest is due and payable on the Loans.

Any amounts remaining on deposit in the Interest Fund on the Business Day preceding the receipt of Sales Tax Revenues from the BOE in June of each year in excess of amounts needed to pay interest due on the next date interest payment is due on the Loans or Parity Debt that is to be paid from Sales Tax Revenues or otherwise required to be on deposit in the Interest Fund under this Section 5.03, commencing June 2016, shall be transferred to the Authority and may be used for any lawful purpose of the Authority except to the extent that Lender Fees and Expenses are outstanding and owing to the Lender under the Credit Agreement, in which case an amount up to the total outstanding and owing shall be transferred to and deposited in the Subordinate Obligations Fund and used to pay such Lender Fees and Expenses.

**SECTION 5.04** Establishment and Application of Principal Fund. The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Principal Fund." All amounts in the Principal Fund shall be used and withdrawn by the Trustee solely for the purposes of paying principal on the Loans as it shall become due and payable in accordance with the terms of the Credit Agreement.

Following the conversion of any Revolving Loan(s) to Term Loans under the Credit Agreement (but not prior to such conversion) and subject to the provisions of Section 7.02 hereof after any Event of Default, after the required deposit of Sales Tax Revenues to the Interest Fund, the Trustee shall deposit in the Principal Fund, an amount equal to the principal amount of the Loans becoming due and payable in the month immediately following the month such deposit is made. In the event that the Trustee shall fail to receive an amount sufficient to equal the amount required to be deposited pursuant to this Section 5.04 by the close of business on the last Business Day of any month, the Trustee shall promptly notify the Authority in writing of the amount of such

insufficiency by fax or e-mail, receipt of which fax or e-mail by the Authority shall be confirmed by the Trustee.

Amounts deposited in the Principal Fund shall be transferred by the Trustee to the Noteholder by 2:00 p.m. New York City time on the date principal is due and payable on the Loans.

Any amounts remaining in the Principal Fund following the payment of principal shall be transferred to the Authority to be used for any lawful purpose; provided, however, that such moneys shall, upon the Authority's written request issued pursuant to Section 5.05 hereof, be transferred to and deposited in the Subordinate Obligations Fund.

**SECTION 5.05 Establishment and Application of Subordinate Obligations Fund.** The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Subordinate Obligations Fund." After the other transfers required pursuant to Sections 5.03 and 5.04 hereof have been made, the Trustee shall transfer to the Subordinate Obligations Fund an amount necessary to be applied to the payment of Subordinate Obligations in accordance with, and upon the written direction of, the Authority, such written direction to be provided by the Authority prior to or concurrently with any transfer of Revenues to the Trustee pursuant to Section 5.01 hereof. Upon the payment of Subordinate Obligations as directed by and in accordance with the written direction of the Authority, remaining Revenues, if any, shall be transferred to the Authority and may be used for any lawful purpose of the Authority.

**SECTION 5.06 Investment by the Authority.** All moneys in any of the funds or accounts established and held by the Authority pursuant to this Indenture shall be invested by the Authority in Investment Securities or in any other investments permitted for the investment of funds of the Authority under the Act.

**SECTION 5.07 Investment by the Trustee.** All moneys in any of the funds or accounts established and held by the Trustee pursuant to this Indenture shall be invested, as directed in writing by the Authority, solely in Investment Securities. All Investment Securities shall, as directed by the Authority in writing, be acquired by the Trustee subject to the limitations set forth in Section 6.04 hereof, the limitations as to maturities hereinafter in this Section set forth and such additional limitations or requirements consistent with the foregoing as may be established by Request of the Authority and not inconsistent with the duties of the Trustee hereunder, as determined solely by the Authority. If and to the extent the Trustee does not receive investment instructions from the Authority with respect to the moneys in the funds and accounts held by the Trustee pursuant to this Indenture, such moneys shall be invested in Investment Securities described in clause (xii) of the definition thereof, and the Trustee shall thereupon promptly request written investment instructions from the Authority for such moneys.

Moneys in the funds and accounts established under this Indenture shall be invested in Investment Securities maturing or available on demand not later than the date on which the Authority estimates that such moneys will be required by the Trustee.

All interest, profits and other income received from the investment of moneys in any fund or account, other than the Rebate Fund and the Construction Fund; shall be transferred to the

Interest Fund when received. All interest, profits and other income received from the investment of moneys in the Rebate Fund or the Construction Fund shall be deposited in such respective fund, except as provided in Section 6.04. Notwithstanding anything to the contrary contained in this paragraph, an amount of interest received with respect to any Investment Security equal to the amount of accrued interest, if any, paid as part of the purchase price of such Investment Security shall be credited to the fund or account from which such accrued interest was paid.

The Trustee may commingle any of the funds or accounts established pursuant to this Indenture (other than the Rebate Fund) into a separate fund or funds for investment purposes only, provided that all funds or accounts held by the Trustee hereunder shall be accounted for separately as required by this Indenture. The Trustee or any of its affiliates may act as principal or agent in the making or disposing of any investment and may impose its customary charge therefor. The Trustee may, upon consultation with the Authority, sell or present for redemption, any Investment Securities so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Investment Security is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment or redemption.

The Authority may, and the Trustee shall, upon the Request of the Authority, enter into a financial futures or financial option contract or swap with an entity the debt securities of which are rated not less than the second highest long-term rating categories by Moody's or Standard & Poor's. The Authority shall provide twenty (20) days' written notice to Standard & Poor's and Moody's before filing such a Request, and the Trustee shall provide notice of the closing of any such financial futures or financial option contract or swap to Standard & Poor's and Moody's on the closing date thereof.

The Trustee will furnish the Authority and the Lender periodic cash transaction statements at least once per month, which will include detail for all investment transactions made by the Trustee hereunder. The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations for securities transactions as they occur, the Authority will not receive such confirmations.

The Trustee shall not be responsible for any losses resulting from investments made under this Indenture.

The Trustee shall keep proper books of record and accounts containing complete and correct entries of all transactions made by it relating to the receipt, disbursement, allocation and application of the moneys related to the Note, including moneys derived from, pledged to, or to be used to make payments on the Note. Such records shall specify the account or fund to which such moneys are to be allocated.

## ARTICLE VI

### COVENANTS OF THE AUTHORITY

SECTION 6.01 Punctual Payment. The Authority will punctually pay or cause to be paid the Loan Debt Service and Lender Fees and Expenses, in strict conformity with the terms of the Note and of this Indenture, according to the true intent and meaning thereof.

SECTION 6.02 Collection of Sales Tax Revenues. (a) The Authority covenants and agrees that it has duly levied the Sales Tax in accordance with the Act, pursuant to and in accordance with the Ordinance, duly passed and adopted by the Authority and the electorate of the County. Said Ordinance will not be amended, modified or altered so long as the Note is outstanding, any amount is owed under the Credit Agreement or Parity Debt remains unpaid in any manner which would reduce the amount of or timing of receipt of Sales Tax Revenues, and the Authority will continue to levy and collect the Sales Tax to the full amount permitted by law. The Authority further covenants that it will take such actions as required to cause the BOE to process and supervise collection of said transactions and use taxes and to transmit Sales Tax Revenues directly to the Trustee. Said agreement will be continued in effect so long as the Note is outstanding, any amount is owed under the Credit Agreement or Parity Debt remains unpaid and shall not be amended, modified or altered without the written consent of the Trustee or the Lender so long as the Note is outstanding, any amount is owed under the Credit Agreement or Parity Debt remains unpaid. The Authority will receive and hold in trust for (and remit immediately to) the Trustee any Sales Tax Revenues paid to the Authority by the BOE.

(b) Sales Tax Revenues received by the Trustee shall be transmitted to the Authority under the terms and conditions set forth in Article V; provided that, during the continuance of an Event of Default, any Sales Tax Revenues received by the Trustee shall be applied first to the payment of the costs and expenses of the Trustee in declaring such Event of Default and pursuing remedies, including reasonable compensation of its agents, attorneys and counsel, which costs and expenses shall be paid from the Sales Tax Revenue Fund, second, to deposit into the Interest Fund and Principal Fund for payment of the Loan Debt Service and Parity Debt as more fully set forth in Section 7.02 and third, to the payment of Subordinate Obligations.

(c) The Authority covenants and agrees to separately account for all Revenues and to provide to the Trustee access to such accounting records at reasonable hours and under reasonable circumstances, provided, however, that the Trustee shall have no obligation to inspect such accounting records and shall not be deemed to have any notice of any information contained in such accounting records or circumstances which might constitute an Event of Default which may be disclosed therein.

(d) The Authority covenants that so long as the Note is outstanding or Parity Debt remain unpaid, it will comply with the Act and the Ordinance and will not, to the best of its ability, suffer or permit any change, modification or alteration to be made to the Act, which would materially and adversely affect the rights of Noteholders or the owners of any Parity Debt.

SECTION 6.03 Rebate Fund. (a) The Trustee shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the "Rebate

Fund.” Within the Rebate Fund, the Trustee shall maintain such accounts as the Authority shall direct in writing to comply with the terms and requirements of the Tax Certificate. Subject to the transfer provisions provided in subsection (c) below, all money at any time deposited in the Rebate Fund shall be held by the Trustee for the account of the Authority in trust, to the extent required to satisfy the Rebate Requirement (as defined in the Tax Certificate), for payment to the federal government of the United States of America, and neither the Trustee nor any Owner of the Note shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Indenture and by the Tax Certificate (which are incorporated herein by reference). The Authority hereby covenants to comply with the directions contained in the Tax Certificate and the Trustee hereby covenants to comply with all written instructions of the Authority delivered to the Trustee pursuant to the Tax Certificate (which instructions shall state the actual amounts to be deposited in or withdrawn from the Rebate Fund and shall not require the Trustee to make any calculations with respect thereto). The Trustee shall be deemed conclusively to have complied with the provisions of this Section 6.03(a) if it follows such written instructions of the Authority, and the Trustee shall have no liability or responsibility to enforce compliance by the Authority with the terms of the Tax Certificate nor to make computations in connection therewith.

(b) The Trustee shall invest all amounts held in the Rebate Fund, solely as directed by the Authority in writing, solely in Investment Securities, subject to the restrictions set forth in the Tax Certificate.

(c) Upon receipt of the written instructions of the Authority, the Trustee shall remit part or all of the balances in the Rebate Fund to the federal government of the United States of America, as directed. In addition, if such instructions so direct, the Trustee will deposit moneys into or transfer moneys out of the Rebate Fund and from or into such accounts or funds as directed. Any funds remaining in the Rebate Fund after payment of the Note and payment and satisfaction of any Rebate Requirement, shall be withdrawn and remitted to the Authority in accordance with a Request of the Authority.

(d) Notwithstanding any other provision of this Indenture, including in particular Article X hereof, the obligation to remit the Rebate Requirement to the federal government of the United States of America and to comply with all other requirements of this Section and the Tax Certificate shall survive the defeasance or payment in full of the Note.

SECTION 6.04 Tax Covenants. The Authority covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Note under Section 103 of the Code. Without limiting the generality of the foregoing, the Authority shall comply with all requirements and covenants contained in the Tax Certificate. In the event that at any time the Authority is of the opinion that for purposes of this Section 6.04 it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under this Indenture, the Authority shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

Notwithstanding any provision of this Section 6.04 and Section 6.03 hereof, if the Authority shall receive an Opinion of Bond Counsel to the effect that any action required under the

Tax Certificate or this Section 6.04 or Section 6.03 hereof is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Note pursuant to Section 103 of the Code, the Authority and the Trustee may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

SECTION 6.05 Additional Advances. The Authority will not request any Additional Advance under the Credit Agreement unless the following conditions are satisfied:

(a) The Board of Commissioners of the Authority shall have duly adopted a resolution authorizing such Additional Advance; and

(b) Bond Counsel shall have delivered an opinion to the effect that, after giving effect to such Additional Advance, the Credit Agreement constitutes a valid and binding obligation of the Authority enforceable in accordance with its terms.

SECTION 6.06 Waiver of Laws. The Authority will not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law or right at immunity now or at any time hereafter in force that may affect the covenants and agreements contained in this Indenture or in the Note, and all benefit or advantage of any such law or laws is hereby expressly waived by the Authority to the extent permitted by law.

SECTION 6.07 Further Assurances. The Authority will make, execute and deliver any and all such instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Owners of the Note and the Lender of the rights and benefits provided in this Indenture.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

SECTION 7.01 Events of Default. The following events shall be Events of Default:

(a) default in the due and punctual payment of the principal of the Loans when and as the same shall become due and payable, whether at maturity, upon acceleration or by declaration;

(b) default in the due and punctual payment of any installment of interest on the Loans when and as such interest installment shall become due and payable;

(c) if the Authority shall fail to observe or perform any covenant, condition, agreement or provision in this Indenture on its part to be observed or performed, other than as referred to in subsection (a), (b) or (c) of this Section, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, has been given to the Authority by the Trustee; except that, if such failure can be remedied but not within such sixty (60) day period and if the Authority has taken all action reasonably possible to remedy such failure within such sixty (60) day period, such failure shall not become an Event of Default for so long as the

Authority shall diligently proceed to remedy the same in accordance with and subject to any directions or limitations of time established by the Trustee;

(d) the occurrence of an Event of Default (as such term is defined in the Credit Agreement) under the Credit Agreement;

(e) if the Authority files a petition in voluntary bankruptcy, for the composition of its affairs or for its corporate reorganization under any state or federal bankruptcy or insolvency law, or makes an assignment for the benefit of creditors, or admits in writing to its insolvency or inability to pay debts as they mature, or consents in writing to the appointment of a trustee or receiver for itself;

(f) if a court of competent jurisdiction shall enter an order, judgment or decree declaring the Authority insolvent, or adjudging it bankrupt, or appointing a trustee or receiver of the Authority, or approving a petition filed against the Authority seeking reorganization of the Authority under any applicable law or statute of the United States of America or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof; or

(g) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the Revenues, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control.

**SECTION 7.02 Application of the Revenues and Other Funds After Default.** If an Event of Default shall occur and be continuing, to the fullest extent permitted by law, the Authority shall immediately transfer all Revenues held by it to the Trustee, and the Trustee shall apply all Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of this Indenture (except as otherwise provided in this Indenture) as follows and in the following order:

(1) To the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Note, including the costs and expenses of the Trustee and the Noteholders in declaring such Event of Default, and payment of reasonable fees and expenses of the Trustee (including reasonable fees and disbursements of its counsel and other agents) incurred in and about the performance of its powers and duties under this Indenture, provided, however, that if the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law; and

(2) To the payment of the persons entitled thereto of all Loan Debt Service and Lender Fees and Expenses, which shall have become due, whether at maturity or upon acceleration or prepayment under the Credit Agreement, in the order of their due dates, with interest on the overdue payments at the rate or rates set forth in the Credit Agreement, subject to the provisions of this Indenture; and, if the amount available shall not be sufficient to pay in full the Note, then to the payment thereof ratably, according to the amounts of Loan Debt

Service and Lender Fees and Expenses due or to become due to the persons entitled thereto, without any discrimination or preference.

Notwithstanding the foregoing provisions of this Section 7.02, acceleration of principal of the Note or any portion thereof shall occur to the extent and only to the extent the Credit Agreement provides for acceleration of such amount for the Event of Default that has occurred.

**SECTION 7.03 Trustee to Represent Noteholders.** Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Noteholders, the Trustee in its discretion may, and upon the written request of the Owners of not less than twenty-five percent (25%) in aggregate amount of the Note then outstanding (with the prior written consent of the Lender), and upon being indemnified to its reasonable satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings, as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee or in such Owners under this Indenture, the Act or any other law, and upon instituting such proceeding, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the Revenues and other assets pledged under this Indenture and the Act, pending such proceedings. All rights of action under this Indenture or the Note or otherwise may be prosecuted and enforced by the Trustee without the possession of the Note or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of the Owners of the Note, subject to the provisions of this Indenture (including Section 7.05).

**SECTION 7.04 Direction of Proceedings.** Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Note then outstanding (with the prior written consent of the Lender) shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee and upon furnishing the Trustee with indemnification satisfactory to it, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture, that the Trustee may take any other action deemed proper by the Trustee, which is not inconsistent with such direction, and that the Trustee shall have the right to decline to follow any such direction which in the reasonable opinion of the Trustee would be unjustly prejudicial to Noteholders. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Noteholder any plan of reorganization, arrangement, adjustment, or composition affecting the Note or the rights of any Noteholder thereof, or to authorize the Trustee to vote in respect of the claim of any Noteholder in any such proceeding without the approval of the owners of the Note so affected.

**SECTION 7.05 Lender to Act as Noteholder; Limitations on Lender's Rights.** Notwithstanding anything contained herein to the contrary, the Lender shall be treated as the sole Noteholder for all provisions hereof regarding consents, approvals, directions, waivers, appointments, requests or other actions by Noteholders or any portion thereof. Further, notwithstanding anything herein to the contrary, any such provisions or any provisions regarding



consents, approvals, directions, waivers, appointments, requests or other actions by Noteholders or any portion thereof or of the Lender shall be deemed not to require or permit such consents, approvals, directions, waivers, appointments, requests or other actions and shall be read as if the Noteholders and/or Lender were not mentioned therein at any time when (A) there is no Loan outstanding under the Credit Agreement and (B)(1) the Lender has failed to honor a properly presented and conforming request for Advance under the Credit Agreement or (2) the Credit Agreement shall at any time for any reason cease to be valid and binding on the Lender in a final non-appealable judgment of a court of competent jurisdiction, or has terminated in accordance with its terms.

SECTION 7.06 Limitation on Noteholders' Right to Sue. No Owner of the Note shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture or any applicable law with respect to the Note, unless: (1) such Owner shall have given to the Trustee written notice of the occurrence of an Event of Default; (2) the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Note then outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted; (3) such Owner or said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (4) the Trustee shall have refused, or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee; and (5) the Trustee shall not have received contrary directions from the Owners of a majority in aggregate principal amount of the Note then outstanding.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of the Note of any remedy hereunder or under law; it being understood and intended that no one or more Owners of the Note shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners of the Note, or to enforce any right under this Indenture, or under applicable law with respect to the Note, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Note, subject to the provisions of this Indenture.

SECTION 7.07 Absolute Obligation of the Authority. Nothing in Section 7.05 or in any other provision of this Indenture, or in the Note, contained shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the Loan Debt Service and Lender Fees and Expenses to the respective Owners of the Note on the dates provided in the Credit Agreement, but only out of the Revenues and other assets herein pledged therefor, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Note.

SECTION 7.08 Termination of Proceedings. In case any proceedings taken by the Trustee or any one or more Noteholders on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Noteholders, then in every such case the Authority, the Trustee and the Noteholders, subject to any determination in such proceedings, shall be restored to their former positions and rights

hereunder, severally and respectively, and all rights, remedies, powers and duties of the Authority, the Trustee and the Noteholders shall continue as though no such proceedings had been taken.

SECTION 7.09 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Note is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

SECTION 7.10 No Waiver of Default. No delay or omission of the Trustee or of any Owner of the Note to exercise any right or power arising upon the occurrence of any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or to the Owners of the Note may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VIII

### THE TRUSTEE

SECTION 8.01 Appointment: Duties, Immunities and Liabilities of Trustee. (a) U.S. Bank National Association is hereby appointed as Trustee under this Indenture and hereby accepts the duties imposed upon it as Trustee hereunder and hereby agrees to perform all the functions and duties of the Trustee hereunder, subject to the terms and conditions set forth in this Indenture. The Trustee shall perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants shall be read into this Indenture against the Trustee. The Trustee shall, during the existence of an Event of Default (which had not been cured), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) The Authority may remove the Trustee at any time, with the consent of the Owners of not less than a majority in aggregate amount of principal of the Note then outstanding and shall remove the Trustee if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Lender or the Owners of not less than a majority in aggregate amount of principal of the Note then outstanding (or their attorneys duly authorized in writing) or if at any time the Trustee shall cease to be eligible in accordance with subsection (e) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee, and thereupon shall appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Authority and the Noteholders. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing, with the prior written consent of the Owners of not less than a majority in aggregate amount of principal of the Note at the time outstanding.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within sixty (60) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Noteholder (on behalf of himself and all other Noteholders) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the Authority and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Request of the Authority or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Authority shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Authority shall give notice of the succession of such Trustee to the trusts hereunder by mail to the Owners.

(e) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank having the powers of a trust company or a trust company, having a combined capital and surplus of at least one hundred million dollars (\$100,000,000), subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign promptly in the manner and with the effect specified in this Section.

SECTION 8.02 Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under subsection (e) of Section 8.01 hereof, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 8.03 Liability of Trustee. (a) The recitals of facts herein and in the Note contained shall be taken as statements of the Authority, and the Trustee assumes no responsibility for the correctness of the same, and makes no representations as to the validity or sufficiency of

this Indenture or of the Note as to the sufficiency of the Revenues or the priority of the lien of this Indenture thereon, or as to the financial or technical feasibility of any portion of the Project and shall not incur any responsibility in respect of any such matter, other than in connection with the duties or obligations expressed herein or in the Note. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee and its directors, officers, employees or agents may in good faith buy, sell, own, hold and deal in any of the Note and may join in any action which any Owner of the Note may be entitled to take, with like effect as if the Trustee was not the Trustee under this Indenture. The Trustee may in good faith hold any other form of indebtedness of the Authority, own, accept or negotiate any drafts, bills of exchange, acceptances or obligations of the Authority and make disbursements for the Authority and enter into any commercial or business arrangement therewith, without limitation.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts. The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, but the Trustee shall be liable for the negligence or misconduct of any such attorney, agent, or receiver selected by it.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Note at the time outstanding (or such other percentage in aggregate principal amount of Note at the time outstanding as shall be provided herein) relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(d) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Noteholders pursuant to the provisions of this Indenture, including, without limitation, the provisions of Article VII hereof, unless such Noteholders shall have offered to the Trustee reasonable security or indemnity satisfactory to it against the costs, expenses and liabilities which may be incurred therein or thereby.

(e) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers, if repayment of such funds or adequate indemnity against such risk or liability is not assured to its satisfaction.

(f) The Trustee shall not be deemed to have knowledge of and shall not be required to take any action with respect to, any Event of Default (other than an Event of Default described in subsections (a) or (b) of Section 7.01 hereof) or event which would, with the giving of notice, the passage of time or both, constitute an Event of Default, unless the Trustee shall have actual knowledge of such event or shall have been notified of such event by the Authority or the Owners of 25% of the principal amount of the Note at the time outstanding. Without limiting the generality of the foregoing, the Trustee shall not be required to ascertain, monitor or inquire as to

the performance or observance by the Authority of the terms, conditions, covenants or agreements set forth in Article VI hereof (including, without limitation, the covenants of the Authority set forth in Sections 6.06 or 6.07 hereof), other than the covenants of the Authority to make payments with respect to the Note when due as set forth in Section 6.01 hereof and to file with the Trustee when due, such reports and certifications as the Authority is required to file with the Trustee hereunder.

(g) No permissive power, right or remedy conferred upon the Trustee hereunder shall be construed to impose a duty to exercise such power, right or remedy.

(h) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, coupon or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Authority, personally or by agent or attorney.

(i) The Trustee shall not be responsible for:

(1) the application or handling by the Authority of any moneys transferred to the Authority, pursuant to Request of the Authority or otherwise, in accordance with the terms and conditions hereof;

(2) the application and handling by the Authority of any fund or account designated to be held by the Authority hereunder;

(3) any error or omission by the Authority in making any computation or giving any instruction pursuant to Sections 6.03 and 6.04 hereof and may rely conclusively on any computations or instructions furnished to it by the Authority in connection with the requirements of Sections 6.03, 6.04 hereof and the Tax Certificate; or

(4) the construction, operation or maintenance of any portion of the Project.

(j) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article VIII.

SECTION 8.04 Right of Trustee to Rely on Documents. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, note or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, including, without limitation, counsel of or to the Authority, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein

specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the Authority, and such Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable. The Trustee may also rely conclusively on any report or certification of any certified public accountant, investment banker, financial consultant, or other expert selected by the Authority or selected by the Trustee with due care in connection with matters required to be proven or ascertained in connection with its administration of the trusts created hereby.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 8.05 Compensation and Indemnification of Trustee. The Authority covenants to pay to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the exercise and performance of any of the powers and duties hereunder of the Trustee, and the Authority will pay or reimburse the Trustee upon its request for all expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence, default or willful misconduct. The Authority, to the extent permitted by law, shall indemnify, defend and hold harmless the Trustee against any loss, damages, liability or expense incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of the trusts created hereby, including costs and expenses (including reasonable attorneys' fees and expenses) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder. The rights of the Trustee and the obligations of the Authority under this Section 8.05 shall survive the discharge of the Note and this Indenture and the resignation or removal of the Trustee.

## ARTICLE IX

### MODIFICATION OR AMENDMENT OF THIS INDENTURE

SECTION 9.01 Amendments Permitted. This Indenture and the rights and obligations of the Authority, the Owners of the Note and the Trustee may be modified or amended from time to time and at any time by a Supplemental Indenture entered into by the Authority and the Trustee; provided, however, that no such modification or amendment shall (i) extend the fixed maturity of any Note, or reduce the amount of principal thereof, or extend the time of payment provided for any Note, or reduce the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the Owner of each Note so affected, or (ii) permit the creation of any lien on the Revenues and other assets pledged under this Indenture prior to or on a parity with the liens created by this Indenture, or deprive the Owners of the Notes of the liens created by this Indenture on such Revenues and other assets (in each case, except as expressly provided in this Indenture), without the consent of the Owners of all of the Notes then Outstanding. It shall not be necessary for the consent of the Noteholders to approve the particular form of any Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof. Notwithstanding the foregoing, the Authority and the Trustee shall not enter into any modification or amendment of this Indenture without the consent of the Lender if such consent of the Lender is required by the terms and conditions of the Credit Agreement.

SECTION 9.02 Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Authority, the Lender, the Trustee, and all Owners of the Note shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 9.03 Amendment of Note. The provisions of this Article shall not prevent any Noteholder from accepting any amendment as to its Note, provided that due notation thereof is made on the Note.

## ARTICLE X

### DEFEASANCE

SECTION 10.01 Payment of Note. The Note or a portion thereof may be paid by the Authority in any of the following ways:

(a) by paying or causing to be paid the principal of and interest on the Loans and Lender Fees and Expenses, as and when the same become due and payable;

(b) by irrevocably depositing with the Trustee, an escrow agent or other fiduciary, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 10.03 hereof) to pay the Note; or

(c) by delivering the Note to the Trustee, for cancellation by it.

If the Authority shall pay the Note and also pay or cause to be paid all other sums payable hereunder by the Authority, and the commitment of the Lender to make Loans under the Credit Agreement shall have expired or terminated, then and in that case, at the election of the Authority (evidenced by a Certificate of the Authority, filed with the Trustee, signifying the intention of the Authority to discharge all such indebtedness and this Indenture), and notwithstanding that the Note shall not have been surrendered for payment, this Indenture and the pledge of Revenues and other assets made under this Indenture and, except as provided in Section 6.03 and Section 6.04 hereof, all covenants, agreements and other obligations of the Authority under this Indenture shall cease, terminate, become void and be completely discharged and satisfied. In such event, upon Request of the Authority, the Trustee shall cause an accounting for such period or periods as may be requested by the Authority to be prepared and filed with the Authority and shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over, transfer, assign or deliver to the Authority all moneys (other than those held in the Rebate Fund) or securities or other property held by it pursuant to this Indenture which, as evidenced by a verification report, upon which the Trustee may conclusively rely, from a firm of independent certified public accountants, or other firm acceptable to the Trustee, are not required for the payment of the Note not theretofore surrendered for such payment.

SECTION 10.02 Discharge of Liability on the Note. Upon the deposit with the Trustee, escrow agent or other fiduciary, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 10.03 hereof) to pay the Note, then all liability of the Authority in respect of the Note shall cease, terminate and be completely discharged, provided that the Owner thereof shall thereafter be entitled to the payment of the principal of and interest on the Loans and the Lender Fees and Expenses, as provided in the Credit Agreement, and the Authority shall remain liable for such payment, but only out of such money or securities deposited as aforesaid for their payment, subject, however, to the provisions of Section 10.04 hereof and the continuing duties of the Trustee hereunder.

The Authority may at any time surrender to the Trustee for cancellation by it the Note previously issued and delivered, which the Authority may have acquired in any manner whatsoever, and the Note, upon such surrender and cancellation, shall be deemed to be paid and retired.

SECTION 10.03 Deposit of Money or Securities with Trustee. Whenever in this Indenture it is provided or permitted that there be deposited with or held in trust money or securities in the necessary amount to pay the Note, the money or securities so to be deposited or held may include money or securities held by the Trustee or by the Authority in the funds and accounts (other than the Rebate Fund) established pursuant to this Indenture and shall be:



(a) lawful money of the United States of America in an amount equal to the principal amount of the Loans and all unpaid interest thereon to maturity and the Lender Fees and Expenses, or

(b) noncallable and non-prepayable investment securities consisting of (i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed as to full and timely payment by, the United States of America, (ii) any certificates, receipts, securities or other obligations (excluding mutual funds and unit investment trusts) evidencing ownership of, or the right to receive, a specified portion of one or more interest payments or principal payments, or any combination thereof, to be made on any bond, note, or other obligation described above in clause (i), the principal of and interest on which when due will, in the opinion of an independent certified public accountant delivered to the Trustee (upon which opinion the Trustee may conclusively rely), provide money sufficient to pay the principal of and all unpaid interest to maturity, on the Loans to be paid, as such principal and interest become due and Lender Fees and Expenses as such become due; provided, in each case, that the Trustee, escrow agent or other fiduciary shall have been irrevocably instructed (by the terms of this Indenture or by Request of the Authority) to apply such money to the payment of such principal and interest with respect to the Loans and Lender Fees and Expenses.

SECTION 10.04 Payment of Note After Discharge of Indenture. Any moneys (other than those held in the Rebate Fund) held by the Trustee in trust for the payment of the Loan Debt Service and Lender Fees and Expenses and remaining unclaimed for two (2) years after the principal of the Loans has become due and payable, if such moneys were so held at such date, or two (2) years after the date of deposit of such moneys if deposited after said date when the Loans became due and payable, shall, upon Request of the Authority, be repaid to the Authority free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease. All moneys held by or on behalf of the Trustee for the payment of the Loan Debt Service and Lender Fees and Expenses shall be held uninvested, in trust for the account of the Owners thereof, and the Trustee shall not be required to pay Owners any interest on, or be liable to the Owners or any other person (other than the Authority) for any interest earned on, moneys so held. Any interest earned thereon (other than on funds held in the Rebate Fund) shall belong to the Authority and shall be deposited monthly by the Trustee into the Interest Fund.

## ARTICLE XI

### MISCELLANEOUS

SECTION 11.01 Liability of Authority Limited to Revenues. Notwithstanding anything in this Indenture or in the Note contained, the Authority shall not be required to advance any moneys derived from any source of income other than the Revenues and other assets pledged hereunder for any of the purposes in this Indenture mentioned, whether for the payment of the principal of or interest on the Loans or for any other purpose of this Indenture. The Authority may, however, advance funds for any such purpose, provided such funds are derived from a source legally available for such purpose.

SECTION 11.02 Successor Is Deemed Included in All References to Predecessor. Whenever in this Indenture either the Authority or the Trustee is named or referred to, such

reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Authority or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11.03 Limitation of Rights to Authority, Trustee, Lender and Noteholders. Nothing in this Indenture or in the Note expressed or implied is intended or shall be construed to give to any person other than the Authority, the Trustee, and the Owners of the Note and the holders of any Parity Debt, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the Trustee and the Owners of the Note and the holders of any Parity Debt.

SECTION 11.04 Waiver of Notice. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 11.05 Destruction or Delivery of Canceled Note. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Authority of the Note, the Trustee may, in its sole discretion, in lieu of such cancellation and delivery, destroy the Note, and deliver a certificate of such destruction to the Authority.

SECTION 11.06 Severability of Invalid Provisions. If any one or more of the provisions contained in this Indenture or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority hereby declares that it would have adopted this Indenture and each and every other Section, subsection, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Note pursuant thereto irrespective of the fact that any one or more Sections, subsections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

SECTION 11.07 Notices. Except as otherwise provided herein, for the purposes of this Indenture each such agreement, respectively, any notice to or demand may be served or presented, and such demand may be made and shall be deemed to have been sufficiently given or served for all purposes by being deposited, first-class mail postage prepaid, in a post office letter box, addressed, as the case may be, to the parties as follows (or in each case at such other or additional addresses as may have been filed in writing with the Trustee):

Authority: San Francisco County Transportation Authority

Attention: [REDACTED]

Telephone: [REDACTED]

Fax: [REDACTED]

Trustee: U.S. Bank National Association  
[Redacted]  
Attention: [Redacted]  
Telephone: [Redacted]  
Fax: [Redacted]

Lender: State Street Public Lending Corporation  
[Redacted]  
Telephone: [Redacted]  
Facsimile: [Redacted]  
Attention: [Redacted]

SECTION 11.08 Evidence of Rights of Noteholders. Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Noteholders may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Noteholders by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any person of Note transferable by delivery, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and of the Authority if made in the manner provided in this Section.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of the Note shall be proved by the Note registration books held by the Trustee. The Trustee may establish a record date as of which to measure consent of the Noteowners in order to determine whether the requisite consents are received.

Any request, consent, or other instrument or writing of the Owner of the Note shall bind every future Owner of the same Note and the Owner of every Note issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in accordance therewith or reliance thereon.

SECTION 11.09 Disqualified Note. In determining whether the Owners of the requisite aggregate principal amount of the Note have concurred in any demand, request, direction, consent or waiver under this Indenture, any interest in the Note owned or held by or for the account of the Authority, or by any other obligor on the Note, or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or any other obligor on the Note, shall be disregarded and deemed not to be outstanding for the purpose of any such determination. Any interest in the Note so owned, which has been pledged in good faith, may be regarded as outstanding for the purposes of this Section if the pledgee shall establish to the

satisfaction of the Trustee the pledgee's right to vote its interest in the Note and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or any other obligor on the Note. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

SECTION 11.10 Money Held for the Note. The money held by the Trustee for the payment of the interest or principal due on any date with respect to the Note shall, on and after such date and pending such payment, be set aside on books of the Trustee and held in trust by the Trustee for the Owners of the Note entitled thereto, subject, however, to the provisions of Section 10.04 hereof.

SECTION 11.11 Funds and Accounts. Any fund required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds shall at all times be maintained in accordance with customary standards of the industry, to the extent practicable, and with due regard for the protection of the security of the Note and the rights of every Holder thereof.

SECTION 11.12 Article and Section Headings and References. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Indenture.

All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof; and words of the masculine gender shall mean and include words of the feminine and neuter genders.

SECTION 11.13 Waiver of Personal Liability. No Board member, officer, agent or employee of the Authority or the Trustee shall be individually or personally liable for the payment of the Loan Debt Service or Lender Fees and Expenses or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such Board member, officer, agent or employee of the Authority or the Trustee from the performance of any official duty provided by law or by this Indenture.

SECTION 11.14 Governing Law. This Indenture shall be construed and governed in accordance with the laws of the State.

SECTION 11.15 Business Day. Except as specifically set forth in a Supplemental Indenture, any payments or transfers, which would otherwise become due on any day which is not a Business Day shall become due or shall be made on the next succeeding Business Day and interest shall accrue as provided in the Credit Agreement.

SECTION 11.16 Effective Date of Indenture. This Indenture shall take effect upon its execution and delivery.

SECTION 11.17 Execution in Counterparts. This Indenture 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.

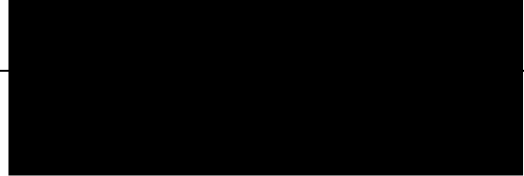
SECTION 11.18 Complete Agreement. This Indenture amends and restates, supersedes and replaces in all respects the Original Indenture.

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IN WITNESS WHEREOF, the parties hereto have executed this Indenture by their officers thereunto duly authorized as of the day and year first written above.

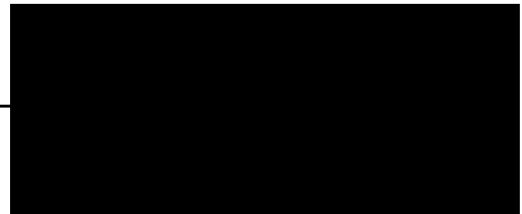
SAN FRANCISCO COUNTY  
TRANSPORTATION AUTHORITY

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



U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

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



**EXHIBIT A**

Form of Requisition — Construction Fund

REQUISITION NO. \_\_\_\_

The undersigned, \_\_\_\_\_, hereby certifies as follows:

1. I am the \_\_\_\_\_ of the San Francisco County Transportation Authority, a public entity duly organized and existing under and by virtue of the laws of the State of California (the "Authority").

2. Pursuant to the provisions of that certain Second Amended and Restated Indenture, dated as of June 1, 2015 (the "Indenture"), between the Authority and U.S. Bank National Association, as trustee (the "Trustee"), I am an Authorized Representative (as such term is defined in the Indenture) of the Authority and I am delivering this Requisition on behalf of the Authority.

3. The undersigned, acting on behalf of the Authority, does hereby authorize disbursement of funds from the Construction Fund (the "Construction Fund") created pursuant to Section 4.02 of the Indenture in connection with the payment of the costs of the Project (as such term is defined in the Indenture) being financed with the proceeds of the applicable Advance (as such term is defined in the Indenture).

TOTAL DISBURSEMENT AMOUNT AUTHORIZED: \$ \_\_\_\_\_

4. The undersigned, acting on behalf of the Authority, hereby certifies that: (a) the costs of the Project or interest on the Note in the amount set forth herein have been incurred by the Authority and are presently due and payable; and (b) that each item is a proper charge against the Construction Fund and has not been previously paid from the Construction Fund.

5. The undersigned, acting on behalf of the Authority, hereby certifies that there has not been filed with or served upon the Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the parties identified on Exhibit A to this Requisition, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law.

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

SAN FRANCISCO COUNTY  
TRANSPORTATION AUTHORITY

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

EXHIBIT A

Construction Fund

Party To Be Paid	Payment Amount	Nature of Expenditure	Payment Instructions
---------------------	-------------------	-----------------------	----------------------

\$ \_\_\_\_\_



**EXHIBIT B**

Form of Requisition — Costs of Issuance Account

REQUISITION NO. \_\_

The undersigned, \_\_\_\_\_, hereby certifies as follows:

1. I am the \_\_\_\_\_, of the San Francisco County Transportation Authority, a public entity duly organized and existing under and by virtue of the laws of the State of California (the “Authority”).

2. Pursuant to the provisions of that certain Second Amended and Restated Indenture, dated as of June 1, 2015 (the “Indenture”), between the Authority and U.S. Bank National Association, as trustee (the “Trustee”), I am an Authorized Representative (as such term is defined in the Indenture) of the Authority and I am delivering this Requisition on behalf of the Authority.

3. The undersigned hereby authorizes payment of the amounts specified in Exhibit A hereto to the persons identified in Exhibit A, such amounts to be paid from the Costs of Issuance Account (the “Costs of Issuance Account”) established pursuant to Section 4.03 of the Indenture.

4. The undersigned hereby certifies that: (i) obligations in the amounts stated in Exhibit A have been incurred by the Authority and are presently due and payable; (ii) each item is a proper charge against the Costs of Issuance Account; and (iii) each item has not been previously paid from said Costs of Issuance Account.

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

SAN FRANCISCO COUNTY  
TRANSPORTATION AUTHORITY

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

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**The enclosed electronic (PDF) document has been created by scanning an original paper document. Optical Character Recognition (OCR) has been used to create searchable text. OCR technology is not perfect, and therefore some words present in the original document image may be missing, altered or may run together with adjacent words in the searchable text.**

***REVOLVING CREDIT AGREEMENT***

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REVOLVING CREDIT AGREEMENT

dated as of June 1, 2015

by and between

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

and

STATE STREET PUBLIC LENDING CORPORATION

Relating to  
SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY  
SALES TAX REVENUES BANK NOTE (LIMITED TAX BOND)

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## REVOLVING CREDIT AGREEMENT

THIS REVOLVING CREDIT AGREEMENT, dated as of June 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is entered into by and between the SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY, a public entity duly organized and existing under and by virtue of the laws of the State of California (the “*Authority*”) and STATE STREET PUBLIC LENDING CORPORATION, and its successors and permitted assigns (the “*Lender*”).

### RECITALS

WHEREAS, the Authority wishes to obtain a revolving line of credit (the “*Line of Credit*”) from the Lender hereunder and the Lender is willing, upon the terms and subject to the conditions set forth below, to provide the Line of Credit to the Authority to pay for or refinance capital expenditures in the Expenditure Plan (as hereinafter defined), costs of issuance in connection with this Agreement or for any other purpose permitted under the Act, the Ordinances and the Indenture (each as hereinafter defined); and

WHEREAS, all obligations of the Authority to repay the Lender for extensions of credit made by the Lender under the Line of Credit and to pay all other amounts payable to the Lender arising under or pursuant to this Agreement or the Bank Note (as hereinafter defined) to be issued to the Lender hereunder are created under and will be evidenced by this Agreement and the Bank Note. The Reimbursement Obligations (as hereinafter defined) hereunder will be secured by a pledge of and lien on the Sales Tax Revenues (as hereinafter defined) of the Authority on a parity with the Authority’s Parity Debt (as hereinafter defined) now existing or hereafter incurred and the Obligations (as hereinafter defined) (other than Reimbursement Obligations) hereunder will be secured by a pledge of and lien on the Sales Tax Revenues (as hereinafter defined) of the Authority on a subordinate basis to the Authority’s Parity Debt. The Authority herein covenants to pay all Obligations (as hereinafter defined) to the Lender from the Sales Tax Revenues;

NOW, THEREFORE, in consideration of the foregoing Recitals and other consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lender to extend to the Authority the Line of Credit, the Authority and the Lender hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

*Section 1.1. Definitions.* In addition to the terms defined in the recitals and elsewhere in this Agreement and the Indenture, the following terms shall have the following meanings:

“*Act*” means the Bay Area County Traffic and Transportation Funding Act, Division 12.5 (Section 131000 *et seq.*) of the Public Utilities Code of the State of California, as now in effect.



“*Advance*” means a Revolving Loan requested by the Authority under the Commitment and the terms hereof to pay for or refinance capital expenditures in the Expenditure Plan, costs of issuance in connection with this Agreement or for any other purpose permitted under the Act, Ordinances and/or the Indenture.

“*Advance Date*” means the date on which the Lender honors a Request for Advance and makes the funds requested available to the Authority hereunder.

“*Affiliate*” means, as to any Person, a corporation, partnership, association, agency, authority, instrumentality, joint venture, business trust or similar entity organized under the laws of any state that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

“*Agreement*” has the meaning set forth in the introductory paragraph hereof.

“*Amortization End Date*” means the earlier to occur of (A) the fifth (5th) anniversary of the Commitment Expiration Date; and (B) the date on which the Term Loan has been accelerated in accordance with Section 9.2 hereof.

“*Amortization Payment*” has the meaning set forth in Section 4.5 hereof.

“*Amortization Payment Date*” means (a) the Initial Amortization Payment Date and each three-month anniversary of the Initial Amortization Payment Date occurring thereafter which occurs prior to the Amortization End Date and (b) the Amortization End Date.

“*Amortization Period*” has the meaning set forth in Section 4.5 hereof.

“*Annual Debt Service*” means the aggregate amount, without duplication, of principal and interest on all Senior Lien Debt, all Parity Debt and all Subordinate Obligations due and payable in the related Fiscal Year. For purposes of calculating Annual Debt Service, the following assumptions shall be utilized to calculate the principal and interest becoming due in any Fiscal Year:

(1) in determining the principal amount due on Advances and the related Loans in each Fiscal Year, the following assumptions shall be utilized:

(a) there shall be deemed to be principal outstanding on all Advances and the related Loans in an aggregate amount equal to the Available Commitment plus an amount equal to any outstanding Advances and the related Loans;

(b) the principal amount due on all Advances and the related Loans in each Fiscal Year shall be assumed to be amortized in substantially equal annual installments of principal and interest over a term of twenty-five (25) years or, if less, the remaining term of the Expenditure Plan and any amounts currently constituting a Term Loan shall amortize in accordance with Section 4.5 hereof, commencing in the year in which the annual debt service is being calculated and

the interest on all Advances and the related Revolving Loans shall be calculated at an interest rate equal to the LIBOR Index Rate as of the date of determination and the interest on the Term Loan shall be calculated at an interest rate equal to the Lender Rate as of the date of determination;

(c) there shall be deemed to be no Obligations (other than Reimbursement Obligations) outstanding hereunder.

(2) in determining the principal amount due in each Fiscal Year on all debt other than Advances and the related Loans, payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made in accordance with any amortization schedule established for such debt, including any mandatory sinking account payments or any scheduled redemption or payment on the basis of accreted value (as such term is defined in the document pursuant to which such debt was issued or incurred), and for such purpose, the redemption payment or payment of accreted value shall be deemed a principal payment and interest that is compounded and paid as accreted value shall be deemed due on the scheduled redemption or payment date of such debt;

(3) if any debt constitutes Variable Rate Indebtedness (except to the extent subsection (1) or (5) applies), the interest rate on such debt shall be calculated at the greatest of: (a) the annual average of the SIFMA Municipal Swap Index for the ten years preceding the date of calculation plus two percent (2%) per annum, (b) the most recently-determined SIFMA Municipal Swap Index as of the date of calculation, and (c) five and one-half percent (5.5%) per annum; provided that if such Variable Rate Indebtedness has been issued in connection with an interest rate swap agreement, the interest rate for computing Annual Debt Service shall be determined by (x) calculating the annualized net amount paid by the Authority under such Variable Rate Indebtedness and interest rate swap agreement (after giving effect to payments made under the Variable Rate Indebtedness and made and received by the Authority under such interest rate swap agreement) during the twelve (12) months ending with the month preceding the date of calculation or such shorter period as such interest rate swap agreement shall have been in effect, and (y) dividing the amount calculated in clause (x) by the average daily balance of the related debt during the period contemplated by clause (x);

(4) if any debt proposed to be issued constitutes Variable Rate Indebtedness (except to the extent subsection (5) applies), then such debt shall be assumed to bear interest at an interest rate equal to the greatest of (a) the annual average of the SIFMA Municipal Swap Index for the ten years preceding the date of calculation plus two percent (2%) per annum, (b) the most recently-determined SIFMA Municipal Swap Index as of the date of calculation, and (c) five and one-half percent (5.5%) per annum; *provided* that if such Variable Rate Indebtedness will be issued in connection with an interest rate swap agreement, the interest rate for computing Annual Debt Service shall be determined by (x) calculating the net amount to be paid by the Authority under such Variable Rate Indebtedness and interest rate swap agreement (after giving effect to payments made under the Variable Rate Indebtedness and made and received by the Authority under such

interest rate swap agreement) and for purposes of this proviso to subsection (4) any variable rate of interest agreed to be paid under the interest rate swap agreement shall be deemed to be the rate at which the related debt shall be assumed to bear interest, and (y) dividing the amount calculated in clause (x) by the average daily amount of the related debt to be outstanding during the first year after issuance of such debt;

(5) if any debt features an option, on the part of the owners thereof or an obligation under the terms of such debt, to tender all or a portion of such debt to the Authority, the Trustee, or other fiduciary or agent and requires that such debt or portion thereof be purchased if properly presented, then for purposes of determining the amounts of principal and interest due in any Fiscal Year on such debt payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made in accordance with the amortization schedule set forth in such debt or in the letter of credit or standby bond purchase agreement or standby note purchase agreement or line of credit entered into in connection with such debt, or if no such amortization schedule is set forth, then such debt shall be deemed to be amortized in substantially equal annual installments of principal and interest over a term of twenty-five (25) years or, if less, the remaining term of the Expenditure Plan, commencing in the year in which such debt was first subject to tender, interest to be calculated at an assumed interest rate equal to the average of The Bond Buyer Revenue Bond Index during the twelve (12) months ending with the month preceding the date of calculation.

(6) if any fixed to floating interest rate swap agreement is in effect with respect to, and is payable on a parity with the debt to which such interest rate swap agreement relates (which debt is not Variable Rate Indebtedness), the interest rate of such debt shall be calculated as follows: (a) if such interest rate swap is in effect on the date of calculation, the interest rate shall be calculated in the same manner as is specified in subsection (3) above; and (b) if such interest rate swap agreement is not in effect on the date of such calculation, the interest rate shall be calculated in the same manner as is specified above in subsection (4) above;

(7) principal and interest payments shall be excluded to the extent such payments are to be paid from amounts then currently on deposit with the Trustee or other fiduciary in escrow specifically therefor and to the extent that such interest payments are to be paid from the proceeds of Senior Lien Debt, Parity Debt and Subordinate Obligations held by the Trustee or other fiduciary as capitalized interest specifically to pay such interest by the Trustee or other fiduciary.

*“Anti-Terrorism Laws”* has the meaning set forth in Section 7.22 hereof.

*“Applicable Factor”* means [REDACTED]

*“Applicable Law”* means (i) all applicable common law and principles of equity and (ii) all applicable provisions of all (A) constitutions, statutes, rules, regulations and orders of all

governmental and non-governmental bodies, (B) Governmental Approvals and (C) orders, decisions, judgments and decrees of all courts (whether at law or in equity) and arbitrators.

*“Applicable Spread”*

[REDACTED]

[REDACTED]

[REDACTED]

“*Authority Rating*” means the long-term unenhanced ratings (without regard to any bond insurance policy or credit enhancement) assigned by each of Moody’s, Fitch and S&P to the Authority’s Senior Lien Debt; *provided, however*, in the event that there is no Senior Lien Debt outstanding or no rating assigned by Moody’s, Fitch or S&P to any Senior Lien Debt, Authority Rating shall mean the Authority’s “issuer credit rating.”

“*Authority*” has the meaning set forth in the introductory paragraph hereof.

“*Authorized Representative*” means the Executive Director of the Authority, its Chief Deputy Director, its Deputy Director for Finance and Administration or any other person designated by the Executive Director of the Authority and who has been identified in an Authorized Representative Certificate delivered to the Lender and whose signature has likewise been certified to the Lender.

“*Authorized Representative Certificate*” means the certificate substantially in the form of Exhibit H hereto.

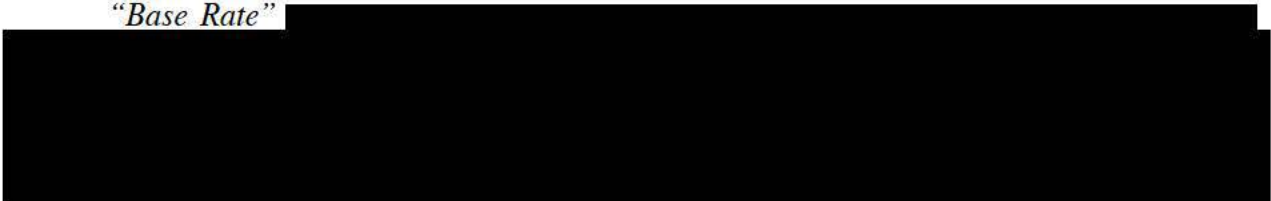
“*Available Commitment*” means an initial amount equal to \$140,000,000 and, thereafter, on any date, such initial amount adjusted from time to time as follows: (a) downward in an amount equal to any Advance and the related Revolving Loan in respect of such Advance made to the Authority under the Commitment, as applicable; (b) upward in an amount equal to the principal amount of any Revolving Loan that is repaid or prepaid in the manner provided herein; (c) downward in an amount equal to any reduction thereof effected pursuant to Section 2.7 or Section 9.2(a)(iii) hereof; and (d) downward to zero upon the expiration or termination of the Available Commitment in accordance with the terms hereof; *provided, that*, after giving effect to any of the foregoing adjustments the Available Commitment shall never exceed \$140,000,000 at any one time.

“*Bank Agreement*” has the meaning set forth in Section 8.20 hereof.

“*Bank Note*” means the Authority’s Sales Tax Revenues Bank Note (Limited Tax Bond) payable to the order of the Lender in the principal amount of the Available Commitment on the Effective Date to evidence and secure the Obligations, such note to be executed by the Authority and delivered by the Authority to the Lender on the Effective Date in the form of Exhibit A attached hereto with appropriate insertions. All Obligations shall be made against the Bank Note.

“*Bankruptcy Code*” means the federal Bankruptcy Code of 1978, as it may be amended from time to time (Title 11 of the United States Code), and any successor statute thereto.

“*Base Rate*”



change is effective for the Lender's purposes). Each determination of the Base Rate by the Lender will be conclusive and binding on the Authority, absent manifest error.

"*BOE*" has the meaning set forth in the Indenture.

"*BOE Contract*" means that certain Agreement for State Administration of District Transactions and Use Taxes dated as of February 16, 1990, between the Authority and the State Board of Equalization of the State of California, together with the letter providing an irrevocable direction to such Board to deposit Sales Tax Revenues with the Trustee.

"*Bond Counsel*" means Nixon Peabody LLP or another nationally recognized bond counsel firm selected by the Authority.

"*Budget*" means the annual budget of the Authority.

"*Business Day*" means any day other than (i) a Saturday, Sunday or (ii) a day on which banks in San Francisco, California, New York, New York or Boston, Massachusetts, are required or authorized by law to be closed, or (iii) a day on which the office of the Lender where Requests for Advances are to be presented hereunder is required or authorized by law to be closed.

"*Calculation Agent*" means State Street Public Lending Corporation and its permitted successors and assigns.

"*Capital Lease Obligations*" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"*Change in Law*" means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation, any Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all written requests, rules, ruling, guidelines, regulations or directives thereunder or issued in connection therewith by a Governmental Authority and (ii) all written requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"*Code*" means the Internal Revenue Code of 1986, as amended, and, where appropriate any statutory predecessor or any successor thereto.

“*Commitment*” means the agreement of the Lender pursuant to Section 2.1 hereof to make Advances under the terms hereof for the account of the Authority for the purpose of providing funds to pay for capital expenditures in the Expenditure Plan, costs of issuance in connection with this Agreement or for any other purpose permitted under the Act, the Ordinances and/or the Indenture.

“*Commitment Expiration Date*” means June 8, 2018, unless extended or earlier terminated as provided herein.

“*Commitment Fee*” has the meaning set forth in Section 2.6(a) hereof.

“*Commitment Fee Rate*” has the meaning set forth in Section 2.6(a) hereof.

“*Computation Date*” means the second London Business Day preceding each applicable Rate Reset Date.

“*Conversion Date*” means the date on which a Revolving Loan is converted to a Term Loan pursuant to Article IV hereof.

“*County*” has the meaning set forth in the Indenture.

“*Credit Agreement*” has the meaning set forth in the Indenture.

“*Debt*” of any Person means at any date and without duplication, (i) all obligations of such Person for borrowed money, and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (ii) all direct or contingent obligations of such Person arising under letters of credit, bankers’ acceptances, bank guaranties, surety bonds and similar instruments, (iii) Capital Lease Obligations, (iv) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business (including, without limitation, accounts payable to construction contractors and other professionals for services rendered), (v) all indebtedness of others secured by a lien on any asset of such Person, whether or not such indebtedness is assumed by such Person, (vi) all indebtedness of others guaranteed by, or secured by any of the revenues or assets of, such Person and (vii) all payment obligations of such Person under any Swap Contract.

“*Debt Service Coverage Ratio*” means, as of the last day of each Fiscal Year for the Fiscal Year ending on such date, the ratio of (i) the sum for such period of all Sales Tax Revenues to (ii) the Annual Debt Service for such period, calculated without using the principles and assumptions set forth under the definition of Annual Debt Service. The Debt Service Coverage Ratio shall be expressed as a percentage.

“*Default*” means any event or condition which, with notice, the passage of time or any combination of the foregoing, would constitute an Event of Default.

“Default Rate” [REDACTED]

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(i) the date when the Authority files with the Internal Revenue Service any statement, supplemental statement or other tax schedule, return or document which admits or discloses that an Event of Taxability shall have in fact occurred;

(ii) the date when the Lender has received written notification from the Authority, supported by a written opinion by an attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance, to the effect that an Event of Taxability has occurred;

(iii) the date when the Authority shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that an Event of Taxability shall have occurred; or

(iv) the date when the Authority shall receive notice from the Lender that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Lender or any Participant the interest on any Loan due to the occurrence of an Event of Taxability;

*provided, however*, no Determination of Taxability shall occur under subparagraph (iii) or (iv) above unless the Authority has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined after taking into account any permitted appeals; *provided further, however*, that upon demand from the Lender, the Authority shall promptly reimburse the Lender for any payments, including any taxes, interest, penalties or other charges, the Lender shall be obligated to make as a result of the Determination of Taxability.

“Dollar” and “\$” mean lawful money of the United States.

“Effective Date” means June 11, 2015, subject to the satisfaction or waiver by the Lender of all of the conditions precedent set forth in Section 2.4(a) hereof.

“EMMA” means the Electronic Municipal Market Access system and any successor thereto.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and all rules and regulations from time to time promulgated thereunder, or any successor statute.



“*Event of Default*” with respect to this Agreement has the meaning set forth in Section 9.1 of this Agreement and, with respect to any other Program Document, has the meaning assigned therein.

“*Event of Taxability*” means (i) a change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Authority, or the failure to take any action by the Authority, or the making by the Authority of any misrepresentation herein or in any certificate required to be given in connection with this Agreement) which has the effect of causing interest paid or payable on any Loan to become includable, in whole or in part, in the gross income of the Lender or any Participant for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on any Loan to become includable, in whole or in part, in the gross income of the Lender or any Participant for federal income tax purposes.

“*Excess Interest Amount*” has the meaning set forth in Section 6.5(c) hereof.

“*Excluded Tax*” means, with respect to the Lender or any other recipient of any payment to be made by or on account of any obligation of the Authority hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which the Lender or such other recipient is organized or in which its principal office is located, and (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which the Authority is located.

“*Executive Order*” has the meaning set forth in Section 7.22 hereof.

“*Expenditure Plan*” has the meaning set forth in the Indenture.

“*Federal Funds Rate*” means, for any day, the overnight rate of interest per annum quoted by the Lender for the overnight sale to other major banks and financial institutions of federal funds on such day (or, if such day is not a Business Day, the next preceding Business Day). Each determination of the Federal Funds Rate by the Lender shall be deemed conclusive and binding on the Authority absent manifest error.

“*Fiscal Year*” has the meaning set forth in the Indenture.

“*Fitch*” means Fitch Ratings, Inc. and any successor rating agency.

“*FRB*” means the Board of Governors of the Federal Reserve System of the United States, together with any successors thereof.

“*Generally Accepted Accounting Principles*” or “*GAAP*” means generally accepted accounting principles in effect from time to time in the United States and applicable to entities

such as the Authority applied by the Authority on a basis consistent with the Authority's most recent financial statements furnished to the Lender pursuant to Section 2.4(a)(i)(3)(A) or Section 8.2 hereof.

*"Governmental Approval"* means an authorization, consent, approval, license, or exemption of, registration or filing with, or report to any Governmental Authority.

*"Governmental Authority"* means any national, supranational, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasigovernmental, judicial, administrative, public or statutory instrumentality, authority, body, agency, department, commission, bureau, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other Person with authority to bind a party at law.

*"Guarantee"* of or by any Person (the *"guarantor"*) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Debt or other obligation of any other Person (the *"primary obligor"*) in any manner, whether directly or indirectly, and including, without limitation, any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Debt or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Debt or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Debt or obligation; *provided*, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

*"Immediate Acceleration Event"* means any Event of Default set forth in Section 9.1(h) or 9.1(j) hereof (provided, however, that the occurrence of any Event of Default under Section 9.1(j) hereof shall constitute an Immediate Acceleration Event only if the relevant Secured Debt or Subordinate Secured Debt or Bank Agreement obligation is actually accelerated).

*"Indemnatee"* has the meaning set forth in Section 6.2 hereof.

*"Indemnified Taxes"* means Taxes other than Excluded Taxes.

*"Indenture"* means the Second Amended and Restated Indenture dated as of June 1, 2015, by and between the Authority and U.S. Bank National Association, as trustee thereunder, as amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof.

*"Initial Amortization Payment Date"* means the ninetieth (90th) calendar day following the Conversion Date.

*“Initial Commitment Amount”* means \$140,000,000.

*“Interest Payment Date”* means (a) with respect to any Advance or Revolving Loan, the first Business Day of each calendar month following the date of the related Advance and Revolving Loan and the Revolving Loan Maturity Date, and (b) as to any Term Loan, the first Business Day of each calendar month following the Conversion Date and the Amortization End Date.

*“Interest Period”* means, with respect to any Revolving Loan, the period from (and including) the date such Loan is made to (but excluding) the next succeeding Rate Reset Date, and thereafter shall mean the period from (and including) such Rate Reset Date to (but excluding) the next succeeding Rate Reset Date (or, if sooner, to but excluding the Revolving Loan Maturity Date).

*“Incipient Invalidity Event”* means (i) the validity or enforceability of any provision of the Act or Ordinances that impacts (A) the Authority’s ability or obligation to levy the Sales Tax in the County in accordance with the provisions of the Act and Ordinances which affects the Authority’s ability or obligation to make payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or the pledge of and lien on Sales Tax Revenues securing the payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or (B) the BOE’s ability or obligation to collect the Sales Tax or to pay the Sales Tax Revenues to the Trustee, in each case, which affects the Authority’s ability or obligation to make payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement is publicly contested or publicly repudiated by an Authorized Representative of the Authority or (ii) the validity or enforceability of any such provision described in clause (i)(A) or (i)(B) above is deemed to be invalid or unenforceable as a result of an Authorized Representative of the Authority or the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction taking any official action, or duly enacting any statute or legislation or issuing an executive order or (iii) any such provision described in clause (i)(A) or (i)(B) is determined by a court of competent jurisdiction or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction in a proceeding subject to further appeals to be invalid or unenforceable or (iv) (A) the validity or enforceability of, or the liabilities or obligations of the Authority with respect to, payments of principal or interest on the Bank Note, any Advances, any Loans or any other Obligations due and owing the Lender under this Agreement, under the Act or Ordinances or any Payment and Collateral Obligation, or (B) any Payment and Collateral Obligation in and of itself, in any case with respect to the prior clause (iv)(A) or (iv)(B), is publicly contested or publicly repudiated by an Authorized Representative of the Authority or (v) the validity or enforceability of any Payment and Collateral Obligation is deemed to be invalid or unenforceable as a result of an Authorized Representative of the Authority or the State or any instrumentality of the State or any Governmental Authority with appropriate jurisdiction taking any official action or duly enacting any statute or legislation or issuing an executive order or (vi) any Payment and

Collateral Obligation is declared invalid or unenforceable in a proceeding subject to further appeals by the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction or (vii) any provision of the Act or Ordinances is supplemented, modified or amended in a manner that makes invalid or unenforceable (A) the Authority's ability or obligation to levy the Sales Tax in the incorporated and unincorporated territory of the County in accordance with the provisions of the Act and Ordinances which affects the Authority's ability or obligation to make payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or the pledge of and lien on Sales Tax Revenues securing the payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or (B) the BOE's ability or obligation to collect the Sales Tax or the BOE's ability or obligation to make payment of the Sales Tax to the Trustee, in each case, which affects the Authority's ability or obligation to make payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or the pledge of and lien on Sales Tax Revenues securing the payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or (viii) the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction shall, by official action, make a finding or ruling or through the enactment of any statute or legislation or the issuance of an executive order determine that Payment and Collateral Obligation is not valid and binding on the Authority.

*"Invalidity Event"* means (i) the Act or Ordinances is repealed, (ii) a Federal court or any other court with appropriate jurisdiction or the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction determines in a final nonappealable order or judgment, as the case may be, that a provision or provisions of the Act or Ordinances have been supplemented, modified and/or amended in a manner that makes invalid or unenforceable (A) the Authority's obligation to levy the Sales Tax in the County in accordance with the provisions of the Act and Ordinances which affects the Authority's ability or obligation to make payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or the pledge of and lien on Sales Tax Revenues securing the payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or (B) the BOE's obligation to collect the Sales Tax or the BOE's ability or obligation to make payment of the Sales Tax directly to the Trustee, in each case, which affects the Authority's ability or obligation to make payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or the pledge of and lien on Sales Tax Revenues securing the payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement, (iii) the Act or Ordinances are ruled to be null and void by a Federal court or any court with appropriate jurisdiction or the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction or (iv) any provision of this Agreement, the Bank Note or the Indenture relating to the Authority's ability or obligation to make payments of the principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or the pledge of and lien on the Sales Tax Revenues to secure the payment of principal and interest on the Bank Note,

any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement (each such provision, a “*Payment and Collateral Obligation*”) is ruled to be null and void by a Federal court or any other court with appropriate jurisdiction or the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction in a final nonappealable order or judgment by such court or the State or any instrumentality of the State, as applicable.

“*Law*” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“*Lender*” means State Street Public Lending Corporation and its successors and assigns.

“*Lender Affiliate*” means the Lender and any Affiliate of the Lender.

“*Lender Rate*”



“*Lender’s Office*” means the Lender’s address and, as appropriate, the account set forth in Section 10.3 hereof, or such other address or account of which the Lender may from time to time notify the Authority in writing.

“*LIBOR*” means, for any Rate Reset Date, the London interbank offered rate for deposits in United States dollars for a period of one month, as determined by the Calculation Agent, which rate appears on the applicable Bloomberg screen page (or such other service as may be nominated by ICE Benchmark Administration as an information vendor for the purpose of displaying ICE Benchmark Administration Interest Settlement Rates for U.S. Dollar deposits (“*ICE LIBOR*”)) as of 11:00 a.m., London, England time, on the Computation Date immediately preceding such Rate Reset Date, or if such rate is not available, another comparable rate determined by the Calculation Agent in its reasonable judgment upon notice thereof provided by the Lender to the Authority.

“*LIBOR Rate*” means a fluctuating rate per annum, determined as of each applicable Rate Reset Date, equal to the product of (x) the sum of (a) the Applicable Spread *plus* (b) the product of (i) LIBOR, as in effect on such Rate Reset Date, multiplied by (ii) the Applicable Factor, as in effect on such Rate Reset Date, multiplied by (y) the Margin Rate Factor, rounded upward to the third decimal place.

“*Lien*” on any asset means any mortgage, deed of trust, lien, pledge, charge, security interest, hypothecation, assignment, deposit arrangement or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected or effective under applicable law, as well as the interest of a vendor or lessor under any conditional sale agreement, capital or finance lease or other title retention agreement relating to such asset.

“*Loan*” and “*Loans*” means individually, each Revolving Loan and each Term Loan under this Agreement, and collectively the Revolving Loans and the Term Loans under this Agreement.

“*London Business Day*” means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency) in the City of London, United Kingdom.

“*Margin Rate Factor*” means the greater of (i) 1.0, and (ii) the product of (a) one minus the Maximum Federal Corporate Tax Rate multiplied by (b) 1.53846. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change. As of the Effective Date, the Margin Rate Factor is 1.0.

“*Material Adverse Change*” or “*Material Adverse Effect*” means the occurrence of any event or change which materially and adversely affects (a) the validity or enforceability of this Agreement, the Bank Note or any of the Program Documents, (b) the validity, enforceability or perfection of the pledge of and lien on the Sales Tax Revenues and on the amounts held in Funds or Accounts under the Indenture, (c) the rights, security interest or remedies available to the Lender under this Agreement or the other Program Documents, (d) the ability of the Authority to perform its obligations under this Agreement or the other Program Documents, and (e) the collection of the Sales Tax Revenue that could reasonably be expected to have a material adverse effect on the ability of the Authority to pay debt service on Sales Tax Revenue Obligations.

“*Material Adverse Operational Effect*” means the occurrence of any event or change which results in a material and adverse change in the business, condition (financial or otherwise) or operations of the Authority.

“*Maximum Annual Debt Service*” means the greatest amount of principal and interest becoming due and payable on all Senior Lien Debt, the Bank Note, all Parity Debt and, with respect to the 130% coverage test described in Section 8.13(i) hereof and the related certification, all Subordinate Obligations in the Fiscal Year in which the calculation is made or any subsequent Fiscal Year, calculated using the principles and assumptions set forth under the definition of Annual Debt Service.

*“Maximum Annual Debt Service Coverage Ratio”* means, as of any date of determination, the ratio of (i) the sum of all Sales Tax Revenues received by the Authority for any twelve (12) consecutive months out of the most recently ended eighteen (18) consecutive months immediately preceding the date of determination, compared to the sum (without duplication) of (ii) the aggregate Maximum Annual Debt Service on (a) the Bank Note, Advances, the Loans, all Parity Debt, all Senior Lien Debt and, with respect to the 130% coverage test described in Section 8.13(i) hereof and the related certification, all Subordinate Obligations then outstanding and (b) the additional Parity Debt, Senior Lien Debt or Subordinate Obligations proposed to be issued. The Maximum Annual Debt Service Coverage Ratio shall be expressed as a percentage.

*“Maximum Federal Corporate Tax Rate”* means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Lender, the maximum statutory rate of federal income taxation which could apply to the Lender). As of the Effective Date, the Maximum Federal Corporate Tax Rate is 35%.

*“Maximum Rate”* means, the lesser of (a) 12% per annum, and (b) the maximum rate of interest permitted by applicable law.

*“Miscellaneous Taxes”* means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Program Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Program Document.

*“Moody’s”* means Moody’s Investors Service, Inc. and any successor rating agency

*“Noteholder”* or *“Holder”* means the holder or owner of any interest in the Bank Note.

*“OFAC”* has the meaning set forth in Section 7.22 hereof.

*“Obligations”* means all Reimbursement Obligations, all fees, expenses and charges payable or reimbursable hereunder to the Lender (including, without limitation, any amounts to reimburse the Lender for any advances or expenditures by it under any of such documents) and all other payment obligations of the Authority to the Lender arising under this Agreement or the Bank Note, in each case, whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired.

*“Ordinances”* means Proposition B and Proposition K.

*“Parity Debt”* has the meaning set forth in the Indenture.

*“Participant”* means any entity to which the Lender has granted a participation in the obligations of the Lender hereunder and of the Authority hereunder and under the Bank Note.

“*Patriot Act*” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub.L. 107-56 (signed into law October 26, 2001), as amended.

“*Payment and Collateral Obligation*” has the meaning set forth in the definition of the term “Invalidity Event” herein.

“*Person*” means an individual, a corporation, a partnership, an association, a limited liability company, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

“*Plan*” means an employee benefit plan maintained for employees of the Authority which is covered by ERISA.

“*Pledged Funds*” means all amounts held in the funds and accounts created under the Indenture and pledged thereunder pursuant to Section 5.02 therein.

“*Prime Rate*” means the rate of interest announced by the Lender from time to time as its prime commercial rate or equivalent, as in effect on such day for United States dollar loans, with any change in the Prime Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate, it being understood that such rate may not be the Lender’s best or lowest rate.

“*Program Documents*” means this Agreement, the Bank Note, the Indenture, the BOE Contract, the Tax Certificate and any Supplemental Tax Certificate, and any documents related to any of the foregoing, including any exhibit or schedule to any of the foregoing.

“*Proposition B*” means the San Francisco County Transportation Authority Authorization Ordinance adopted and approved by the voters on November 7, 1989 adding Article 14 of the Business and Tax Regulations Code of the City and County of San Francisco Municipal Code.

“*Proposition K*” means the San Francisco County Transportation Authority Reauthorization Ordinance adopted and approved by the voters on November 4, 2003, amending Article 14 of the Business and Tax Regulations Code of the City and County of San Francisco Municipal Code.

“*Property*” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, whether now owned or hereafter acquired.

“*Rate Reset Date*” means the first Business Day of each calendar month; *provided, however,* that with respect to any Revolving Loan made on the Effective Date or on any date other than the first Business Day of a calendar month, “Rate Reset Date” also means the Effective Date or the date of such Revolving Loan, as applicable.

“*Rating Agency*” means any of S&P, Moody’s and/or Fitch, as context may require.



“*Rating Documentation*” has the meaning set forth in Section 2.4(a)(viii) hereof.

[REDACTED]

“*Reimbursement Obligations*” means the obligations of the Authority under this Agreement to repay all Advances and the related Loans, together with interest thereon, pursuant to and in accordance with this Agreement and the portion of the Bank Note evidencing and securing Advances and the related Loans, together with interest thereon.

“*Request for Advance*” means any request for an Advance made by the Authority to the Lender, in the form of Exhibit B hereto, executed and delivered on behalf of the Authority by the manual or facsimile signatures of any Authorized Representative.

“*Resolution*” means, collectively, Resolution No. 15-54, adopted by the Authority on May 19, 2015.

“*Revolving Loan*” has the meaning set forth in Section 3.1 hereof.

“*Revolving Loan Maturity Date*” means, with respect to any Revolving Loan, the Commitment Expiration Date or any earlier Termination Date.

“*Risk-Based Capital Guidelines*” means (i) the risk-based capital guidelines in effect in the United States, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations adopted.

“*S&P*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business and any successor rating agency.

“*Sales Tax*” means the retail transactions and use tax imposed by the Ordinances.

“*Sales Tax Related Laws*” means collectively, the Act and the Ordinances.

“*Sales Tax Revenues*” has the meaning set forth in the Indenture.

“*Sales Tax Revenue Fund*” has the meaning set forth in the Indenture.

“*Sales Tax Revenue Obligations*” means, without duplication, all Senior Lien Debt, the Bank Note, all Parity Debt, the Advances, the Loans, the Obligations and all Subordinate Obligations.

“*Secured Debt*” has the meaning set forth in Section 9.1(d)(i) hereof.

“*Senior Lien Debt*” has the meaning set forth in the Indenture.

“*SIFMA Municipal Swap Index*” means the index based upon the weekly interest rates of tax-exempt variable rate issues included in a database maintained by Municipal Market Data or any successor indexing agent which meets the specific criteria established by the Securities Industry and Financial Markets Association.

“*State*” means the State of California.

“*Subordinate Obligations*” has the meaning set forth in the Indenture.

“*Supplemental Tax Certificate*” means a supplemental tax certificate delivered by the Authority in connection with any Advance and the related Revolving Loan or Term Loan substantially in the form of the Tax Certificate or such other form as Bond Counsel may require, as the same may be amended, supplemented or modified from time to time in accordance with the terms hereof and thereof.

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement.

“*Swap Termination Payment*” means, in respect of any Swap Contract, an amount payable by the Authority to compensate the other party to the Swap Contract for any losses and costs that such other party may incur as a result of an event of default or the early termination of the obligations, in whole or in part, of the parties under such Swap Contract.

“*Tax Certificate*” means that certain Tax Compliance Certificate dated June 11, 2015, by the Authority, relating to the initial Advance and related Revolving Loans and the Term Loan, if any, as the same may be amended, supplemented or modified from time to time in accordance with the terms hereof and thereof.

“*Taxable Date*” means the date on which interest on any Loan is first includable in gross income of any holder thereof (including the Lender) as a result of an Event of Taxability as such a date is established pursuant to a Determination of Taxability.

“*Taxable Period*” has the meaning set forth in Section 6.3(e) hereof.

“*Taxable Rate*” means, with respect to a Taxable Period, the product of (i) the average interest rate on any Loan during such period and (ii) 1.54.

“*Taxes*” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

“*Term Loan*” means a Revolving Loan that is converted to a Term Loan pursuant to the terms of Section 4.1 hereof.

“*Termination Date*” means the earliest of (i) the Commitment Expiration Date, as such date may be extended or earlier terminated pursuant to Section 2.7 hereof, (ii) the date on which the Commitment and Available Commitment are otherwise terminated or reduced to zero in accordance with Section 2.7 hereof and (iii) the date the Commitment terminates by its terms in accordance with Section 9.2 hereof.

[REDACTED]

“*Tier One Acceleration Event*” means any Event of Default set forth in Section 9.1(a)(i), 9.1(d)(i), 9.1(e), 9.1(f), 9.1(i) or 9.1(l) hereof or the occurrence of any event of default under the Indenture (which is not waived pursuant to the terms thereof).

“*Tier Two Acceleration Event*” means any Event of Default other than an Event of Default that is an Immediate Acceleration Event or a Tier One Acceleration Event.

“*Trustee*” means the trustee under the Indenture.

“*United States*” means the United States of America.

“*Variable Rate Indebtedness*” means any indebtedness the interest rate on which is not fixed at the time of incurrence of such indebtedness and has not at some subsequent date been fixed, at a single numerical for the entire term of the indebtedness.

*Section 1.2. Accounting Terms and Determinations.* Unless otherwise inconsistent with the terms of this Agreement and except for the use of Sales Tax Revenues and Annual Debt Service in covenants and ratios in this Agreement, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP. If, after the Effective Date, there shall occur any change in GAAP from those used in the preparation of the financial statements referred to in Sections 8.2(a) hereof and such change shall result in a change in the method of calculation of any financial covenant, standard or term found in this Agreement including, without limitation, a recharacterization of operating leases to the effect that certain operating leases are to be treated as capital leases, either the Authority or the Lender may by notice to the other party hereto, require that the Lender and the Authority negotiate in good faith to amend such covenants, standards, and terms so as equitably to reflect such change in accounting principles, with the desired result being that the criteria for evaluating the financial condition of the Authority shall be the same as if such change had not been made. No delay by the Authority or the Lender in requiring such negotiation shall limit their right to so require such a negotiation at any time after such a change in accounting principles. Until any such covenant, standard, or term is amended in accordance with this Section 1.2, financial covenants shall be computed and determined in accordance with GAAP in effect prior to such change in accounting principles.

*Section 1.3. Interpretation.* The following rules shall apply to the construction of this Agreement unless the context requires otherwise: (i) the singular includes the plural, and the plural the singular; (ii) words importing any gender include the other gender; (iii) references to statutes are to be construed as including all statutory provisions consolidating and amending, and all regulations promulgated pursuant to, such statutes; (iv) references to “writing” include printing, photocopy, typing, lithography and other means of reproducing words in a tangible visible font; (v) the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”; (vi) references to the introductory paragraph, recitals, articles, sections (or clauses or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; (vii) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent that such amendments and other modifications are permitted or not prohibited by the terms of this Agreement; (viii) section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose; (ix) references to Persons include their respective permitted successors and assigns; and (x) in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding.” All references to “funds” herein shall include all accounts and subaccounts therein unless the context clearly requires otherwise.

*Section 1.4. Times of Day.* Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

*Section 1.5. Relation to Other Documents; Acknowledgment of Different Provisions of Program Documents; Incorporation by Reference.* (a) Nothing in this Agreement shall be deemed to amend, or relieve the Authority of its obligations under, any Program Document to

which it is a party. Conversely, to the extent that the provisions of any Program Document allow the Authority to take certain actions, or not to take certain actions, with regard for example to permitted liens, transfers of assets, maintenance of financial ratios and similar matters, the Authority nevertheless shall be fully bound by the provisions of this Agreement.

(b) Except as provided in subsection (c) of this Section 1.5, all references to other documents shall be deemed to include all amendments, modifications and supplements thereto to the extent such amendment, modification or supplement is made in accordance with the provisions of such document and this Agreement.

(c) All provisions of this Agreement making reference to specific Sections of any Program Document shall be deemed to incorporate such Sections into this Agreement by reference as though specifically set forth herein (with such changes and modifications as may be herein provided) and shall continue in full force and effect with respect to this Agreement notwithstanding payment of all amounts due under or secured by the Program Documents, the termination or defeasance thereof or any amendment thereto or any waiver given in connection therewith, so long as this Agreement is in effect and until all Obligations are paid in full. No amendment, modification, consent, waiver or termination with respect to any of such Sections shall be effective as to this Agreement until specifically agreed to in writing by the parties hereto with specific reference to this Agreement.

## ARTICLE II

### FACILITIES; APPLICATION AND ISSUANCE OF THE LOANS; PAYMENTS

*Section 2.1. Revolving Credit Commitments.* Subject to the terms and conditions hereof, the Lender, by its acceptance hereof, agrees to make Revolving Loans in U.S. Dollars to the Authority from time to time up to the amount of the Available Commitment, subject to any reductions thereof pursuant to the terms hereof, prior to the Termination Date. The sum of the aggregate principal amount of Revolving Loans at any time outstanding shall not exceed the Available Commitment in effect at such time. Revolving Loans may be repaid and the principal amount thereof reborrowed prior to the Termination Date, subject to the terms and conditions hereof.

*Section 2.2. Application.* The Authority hereby applies to the Lender for, and authorizes and instructs the Lender to issue for its account, the Commitment in an initial amount equal to the Initial Commitment Amount.

*Section 2.3. Making of Advances; Use of Proceeds.* (a) Subject to the terms and conditions of this Agreement, the Lender agrees to make Advances from time to time on any Business Day, commencing on the Effective Date and ending on the Revolving Loan Maturity Date, in amounts not to exceed at any time outstanding the Available Commitment; *provided*, that the Lender shall not be required to make more than two (2) Advances during any calendar month; *provided, further* that the Lender shall not be required to maintain more than six (6) Advances outstanding at any one time. Each Advance requested shall be in a minimum principal

amount of \$1,000,000 or any integral multiples of \$5,000 in excess thereof. Each Advance shall be made solely for the purpose of providing funds to pay for or refinance capital expenditures in its Expenditure Plan, costs of issuance in connection with this Agreement or any other purpose permitted under the Act, the Ordinances and/or the Indenture. The aggregate amount of all Advances made on any Advance Date shall not exceed the Available Commitment (calculated without giving effect to any Advances made on such date) at 9:00 a.m. New York time on such date.

(b) *Reborrowing.* Within the limits of this Section 2.3, the Authority may borrow, repay pursuant to Section 3.4 hereof and reborrow under this Section 2.3. Upon any prepayment of the related Revolving Loan, the related Available Commitment shall be reinstated as set forth in the definition thereof.

(c) *Method of Borrowing.* Upon receipt of a Request for Advance by the Lender not later than 11:00 a.m. New York time on the Business Day which is three London Business Days immediately prior to the day of the proposed borrowing (*provided, however,* with respect to the proposed borrowing to be made on the Effective Date, the Authority shall only be required to provide the Lender the Request for Advance two London Business Days prior to the Effective Date), the Lender, subject to the terms and conditions of this Agreement, shall be required to make an Advance by 2:30 p.m. New York time on such day of the proposed borrowing for the account of the Authority in an amount equal to the amount of the requested borrowing. Notwithstanding the foregoing, in the event such Request for Advance is received by the Lender after 11:00 a.m. New York time on the Business Day which is three London Business Days immediately prior to the day of the proposed borrowing, the Lender shall be required to make the related Advance by 2:30 p.m. New York time on the fourth London Business Day after receipt of the related Request for Advance. Any Request for Advance shall be signed by an Authorized Representative set forth on the Authorized Representative Certificate and may be delivered to the Lender by facsimile or e-mail transmission (with the duly executed Request for Advance attached thereto as a “pdf” (portable document format) or other replicating image attached to the e-mail message), with receipt immediately confirmed telephonically and an original version of the Request for Advance promptly delivered to the Lender postage prepaid, U.S. mail; *provided* that the receipt of such original is not a condition to the Lender’s obligation to honor a Request for Advance. Pursuant to Section 3.3 hereof, the Lender shall determine the initial LIBOR Rate for the Advance two London Business Days prior to the related Advance Date. Each Advance shall be made by the Lender by wire transfer of immediately available funds to the Trustee (on behalf of the Authority) in accordance with written instructions provided by the Authority. If, after examination, the Lender shall have determined that a Request for Advance does not conform to the terms and conditions hereof, then the Lender shall use its best efforts to give notice to the Authority to the effect that documentation was not in accordance with the terms and conditions hereof and stating the reasons therefor. The Authority may attempt to correct any such nonconforming Request for Advance, if, and to the extent that, the Authority is entitled (without regard to the provisions of this sentence) and able to do so.

#### *Section 2.4. Conditions Precedent.*

(a) *Conditions Precedent to Effective Date.* The obligations of the Lender to make the Commitment available hereunder shall be subject to the fulfillment of each of the following conditions precedent on or before the Effective Date in a manner satisfactory to the Lender:

(i) The Lender shall have received the following documents, each dated and in form and substance as is satisfactory to the Lender:

(1) copies of the resolution(s) of the Board of Directors of the Authority approving the execution and delivery of this Agreement, the Bank Note and the Indenture, certified by an authorized official of the Authority as being true and complete and in full force and effect on the Effective Date and a copy of the resolution of the Board of Directors of the Authority approving the execution and delivery of the BOE Contract;

(2) certified copies of all approvals, authorizations and consents of any trustee, or holder of any indebtedness or obligation of the Authority or any Governmental Authority necessary for the Authority to enter into each of this Agreement, the Bank Note and the Indenture and the transactions contemplated herein and therein;

(3) (A) the audited annual financial statements of the Authority for the Fiscal Year ended June 30, 2014, and a copy of the most recent budget of the Authority (such requirement to be satisfied if such information is available on the Authority's website) and (B) the investment policy of the Authority; and

(4) an executed certificate of an authorized official of the Authority dated the Effective Date certifying as to the authority, incumbency and specimen signatures of the authorized officials authorized to sign this Agreement and the Bank Note and any other documents to be delivered by it hereunder and who will be authorized to represent the Authority in connection with this Agreement, upon which the Lender may rely until it receives a new such certificate;

(5) an executed Authorized Representative Certificate;

(6) an executed certificate dated the Effective Date and executed by an Authorized Representative, certifying that as of the Effective Date the Debt Service Coverage Ratio is equal to or greater than 130%;

(7) an executed original or certified copy, as applicable, of each of the Program Documents;

(8) the original executed Bank Note; and

(9) an IRS Form W-9 duly completed by the Authority.

(ii) There shall not have occurred any change or any development involving a prospective change in the financial or operating condition of the Authority or its ability to pay the Obligations from that set forth in the audited annual financial statements of the Authority for the Fiscal Year ended June 30, 2014, provided to the Lender, that in the judgment of the Lender is material or adverse to the Lender. No law, regulation, ruling or other action of the United States, the State of California or the State of New York or any political subdivision or authority therein or thereof shall be in effect or shall have occurred, the effect of which would be to prevent the Authority or the Lender from fulfilling its respective obligations under this Agreement and the other Program Documents.

(iii) The Lender shall have received an opinion addressed to the Lender and dated the Effective Date from Authority Counsel, in form and substance reasonably satisfactory to the Lender and its counsel, which provides for, among other opinions, the following: (1) the execution, delivery and performance by the Authority of this Agreement, the Bank Note and the Indenture are within the Authority's powers, have been duly authorized by all necessary action, and require no action by or in respect of, or filing with, any governmental body, agency or official that has not been accomplished and such execution, delivery and performance does not violate the constitution or laws of the State, (2) this Agreement, the Bank Note and the Indenture have been duly authorized, executed and delivered and this Agreement and the Bank Note are valid, binding and enforceable against the Authority, and (3) such other matters as the Lender may reasonably request, in form and substance satisfactory to the Lender and its counsel.

(iv) The following statements shall be true and correct on the Effective Date, and the Lender shall have received a certificate signed by an Authorized Representative, dated the Effective Date, certifying that:

(1) (A) the representations and warranties of the Authority contained in the Indenture, the Bank Note and this Agreement are true and correct on and as of the Effective Date as though made on and as of such date (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation or warranty shall be true and correct as of such earlier date); (B) no Default or Event of Default has occurred and is continuing or would result from the Authority's execution and delivery of this Agreement or the Bank Note or the acceptance of the Commitment by the Authority; (C) the audited annual financial statements of the Authority for the Fiscal Year ended June 30, 2014, including the balance sheet as of such date of said period, all examined and reported on by Macias, Gini & O'Connell LLP as heretofore delivered to the Lender correctly and fairly present the financial condition of the Authority as of said date and the results of the operations of the Authority for such period, have been prepared in accordance with GAAP consistently applied except as stated in the notes thereto; (D) since June 30, 2014, except as disclosed to the Lender in writing, there has been no Material Adverse Change or Material Adverse Operational Effect; (E) the acceptance of the Commitment by the Authority pursuant to this Agreement is an arm's length commercial transaction between the



Authority and the Lender; (F) the Authority has consulted with its own respective legal and financial advisors in connection with the acceptance of the Commitment by the Authority pursuant to this Agreement; (G) the Lender has not acted as a fiduciary in favor of the Authority with respect to the Bank Note or the acceptance of the Commitment by the Authority; (H) all conditions precedent set forth in the Indenture with respect to issuance of the Bank Note shall have been satisfied and (I) to the best knowledge of the Authority, the Authority Rating has not been reduced, withdrawn or suspended by any Rating Agency since the dated date of the Rating Documentation; and

(2) No actions, suits or proceedings are pending in which service of process has been completed against the Authority or, to the Authority's knowledge, threatened against the Authority in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a Material Adverse Effect or a Material Adverse Operational Effect.

(v) The Lender shall have received an opinion addressed to the Lender and dated the Effective Date of Bond Counsel as to the due authorization, execution and delivery of this Agreement, the Bank Note and the Indenture, and as to the validity and enforceability with respect to the Authority of this Agreement, the Bank Note and the Indenture, the exclusion of interest on the Loans from gross income for federal income tax purposes of the Lender, the pledge of Sales Tax Revenues securing the Bank Note constituting a valid pledge, and such other matters as the Lender may reasonably request, in form and substance satisfactory to the Lender and its counsel.

(vi) All necessary action on the part of the Authority shall have been taken as required for the assignment and pledge of a lien on the Sales Tax Revenues for the benefit of the Lender as described in Section 5.1 hereof.

(vii) All other legal matters pertaining to the execution and delivery of this Agreement, the Bank Note and the other Program Documents shall be satisfactory to the Lender and its counsel. The Lender shall have received evidence satisfactory to the Lender that all conditions precedent to the issuance of the Bank Note as Parity Debt pursuant to the Indenture have been satisfied.

(viii) The Lender shall have received written confirmation dated within ten (10) days prior to the Effective Date that the Authority Ratings are "Aa1" (or its equivalent) by Moody's, "AA" (or its equivalent) by S&P and "AA+" (or its equivalent) by Fitch (referred to herein as the "*Rating Documentation*").

(ix) The Bank Note shall not be (i) assigned a specific rating by any Rating Agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document, (iv) assigned a CUSIP number by Standard &

Poor's CUSIP Service or (v) placed or offered by a broker-dealer in the capacity of an underwriter or a placement agent.

(x) The Lender shall have determined (in its sole discretion) that (i) none of the making of any Advances or Loans or the consummation of any of the transactions contemplated by this Agreement, the Bank Note and the other Program Documents will violate any law, rule, guideline or regulation applicable to the Authority, the Lender, this Agreement or any other Program Document; and (ii) since June 30, 2014, nothing has occurred which would be reasonably likely to result in a Material Adverse Effect or a Material Adverse Operational Effect; and (iii) there has been no material adverse change in the laws, rules or regulations (or their interpretation or administration) that, in any case, may adversely affect the consummation of the transactions contemplated hereby, or by any Program Document.

(xi) The Lender shall have received such other documents, certificates, opinions, approvals and filings with respect to this Agreement, the Bank Note and the other Program Documents as the Lender may reasonably request.

(b) *Conditions Precedent to Each Advance.* The obligation of the Lender to make an Advance on any date is subject to the conditions precedent that on the date of such Advance:

(i) The Lender shall have received a Request for Advance executed by an Authorized Representative set forth on the Authorized Representative Certificate as provided in Section 2.3(c) hereof;

(ii) All representations and warranties of the Authority as set forth in Article VII hereof shall be true and correct as though made on the date of such Request for Advance and on the date of the proposed Advance (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation or warranty shall be true and correct as of such earlier date) and no Default or Event of Default shall have occurred and be continuing;

(iii) No Material Adverse Change or Material Adverse Operational Effect shall have occurred;

(iv) The Lender shall have received an opinion of Bond Counsel dated the date of such Advance as to the exclusion of interest on the Advance and the related Loans from gross income for federal income tax purposes and as to the validity and enforceability with respect to the Authority of this Agreement, the Bank Note and the Indenture, in form and substance satisfactory to the Lender;

(v) The Lender shall have received an executed Supplemental Tax Certificate;

(vi) The Lender shall have received evidence that an IRS Form 8038-G has been duly completed by the Authority and signed by the Authority; and

(vii) The Commitment and the obligation of the Lender to make an Advance hereunder shall not have terminated pursuant to Section 9.2 hereof or pursuant to Section 2.7 hereof. Unless the Authority shall have otherwise previously advised the Lender in writing, delivery to the Lender of a Request for Advance shall be deemed to constitute a representation and warranty by the Authority that on the date of such Request for Advance and on the date of the proposed Advance each of the foregoing conditions has been satisfied (except that no representation shall be made as to the satisfaction of the Lender) and that all representations and warranties of the Authority as set forth in Article VII hereof is true and correct as though made on the date of such Request for Advance (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation or warranty shall be true and correct as of such earlier date) and on the date of the proposed Advance and no Default or Event of Default shall have occurred and be continuing on the date of such Request for Advance or on the date of the proposed Advance.

(c) *Condition Subsequent to Effective Date.* Within thirty (30) days of the Effective Date, the Authority shall pay (A) to the Lender the reasonable fees and expenses of the Lender which the Lender, as described in Section 2.6(e) hereof, has given written notice to the Authority within ten (10) days of the Effective Date and (B) to Chapman and Cutler LLP, as counsel to the Lender, the reasonable legal fees and expenses of Chapman and Cutler LLP in an amount not to exceed [REDACTED] plus disbursements of which Chapman and Cutler LLP, as described in Section 2.6(e) hereof, has given written notice to the Authority within ten (10) days of the Effective Date.

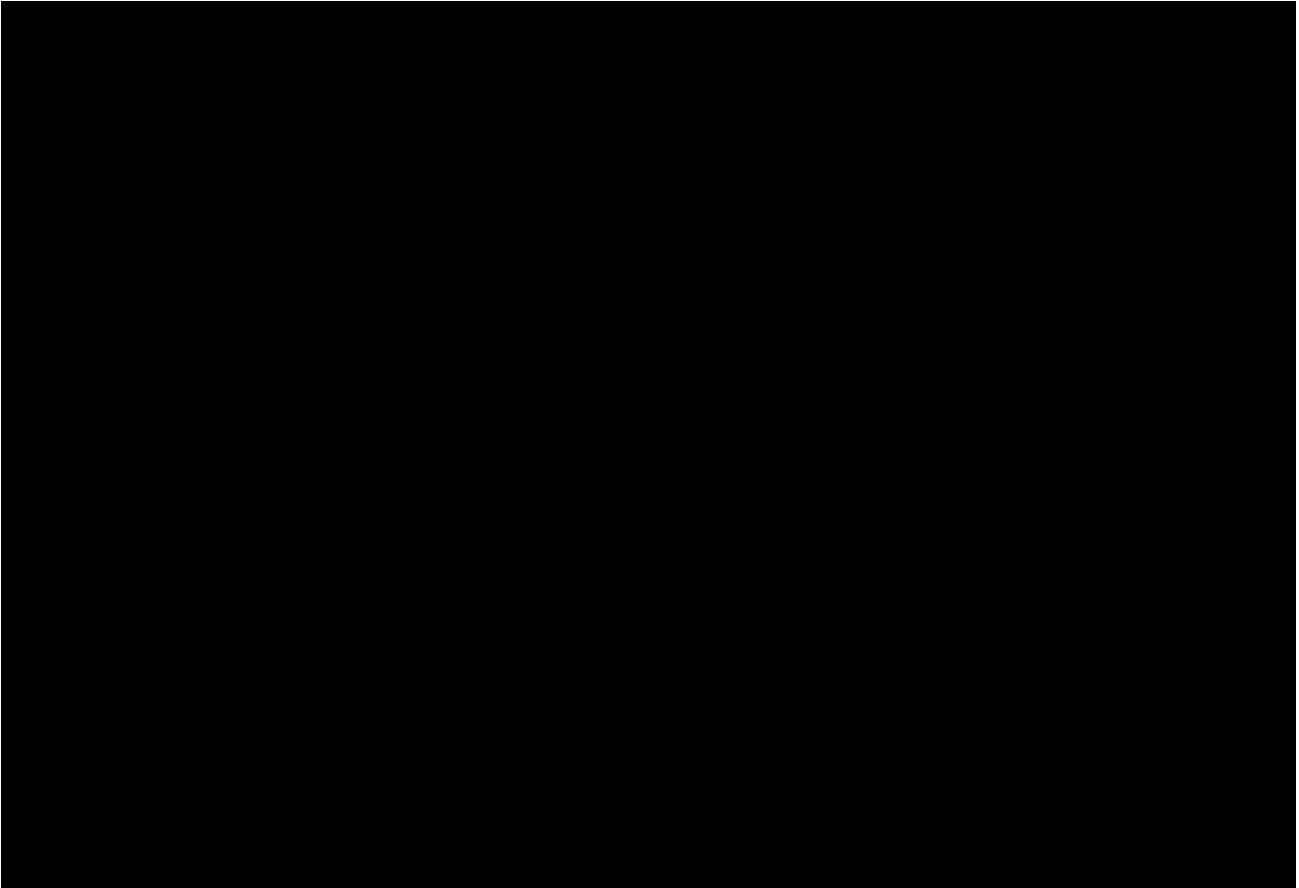
*Section 2.5. Interest Rate Determinations.* The Calculation Agent shall promptly notify the Authority, the Trustee and the Lender of the interest rate applicable to any Loan (i) upon determination of such interest rate and (ii) on the dates on which the Lender delivers notice in accordance with in Sections 3.3 and 4.4 hereof, as applicable; *provided, however*, that the failure by the Calculation Agent to provide notice of the applicable interest rate shall not relieve the Authority of its obligation to make payment of amounts as and when due hereunder; *provided, further* that the Calculation Agent shall be deemed to be in compliance with clause (i) of the first sentence of this Section 2.5 if it provides notice of the determination of such interest rate on the dates required by Sections 3.3 and 4.4 hereof, as applicable. At any time that a Term Loan is outstanding, the Calculation Agent shall notify the Authority, the Trustee and the Lender of any change in Lender's Prime Rate used in determining the Base Rate promptly following the establishment of such change; *provided, however*, that the failure by the Calculation Agent to provide notice of such change shall not relieve the Authority of its obligation to make payment of amounts as and when due hereunder. Each determination by the Calculation Agent of an interest rate shall be conclusive and binding for all purposes, absent manifest error.

*Section 2.6. Fees.* [REDACTED]

[Redacted]

[Redacted]

[Redacted]



(e) *Costs, Expenses and Taxes.* The Authority will pay (i) the initial advance fee pursuant to Section 2.4(d) hereof and the reasonable fees and disbursements of Chapman and Cutler LLP, special counsel to the Lender, incurred in connection with the preparation, execution, filing and administration and delivery of this Agreement and the other Program Documents and (ii) promptly on demand (A) the fees and disbursements of counsel or other reasonably required consultants to the Lender with respect to advising the Lender as to the rights and responsibilities under this Agreement and the other Program Documents after the occurrence of any Default or alleged Default hereunder, or an Event of Default, (B) all reasonable costs and expenses, if any, in connection with any waiver or amendment of, or the giving of any approval or consent under, or any response thereto or the enforcement of this Agreement, the Program Documents and any other documents which may be delivered in connection herewith or therewith, including in each case the reasonable fees and disbursements of counsel to the Lender or other reasonably required consultants and (C) any amounts reasonably advanced by or on behalf of the Lender to the extent required to cure any Default, Event of Default or event of nonperformance hereunder or under any Program Document, together with interest at the Default Rate. In addition, the Authority shall pay any and all stamp taxes, transfer taxes, documentary taxes, and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing, and recording of this Agreement and the security contemplated by the Program Documents (other than taxes based on the net income of the Lender) and agrees to indemnify and hold the Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying, or omission to pay, such taxes and fees, including interest and penalties thereon; *provided, however*, that the Authority may reasonably contest any such

taxes or fees with the prior written consent of the Lender, which consent, if an Event of Default does not then exist, shall not be unreasonably withheld. In addition, the Authority agrees to pay, after the occurrence of a Default, alleged Default or an Event of Default, all costs and expenses (including attorneys' fees and costs of settlement) incurred by the Lender in enforcing any obligations or in collecting any payments due from the Authority hereunder by reason of such Default, alleged Default or Event of Default or in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement in the nature of a "workout" or of any collection, insolvency, bankruptcy proceedings or other enforcement proceedings resulting therefrom.

(f) If the Authority shall fail to pay any amount payable under this Section 2.6 as and when due, each such unpaid amount shall bear interest for each day from and including the date it was due until paid in full at the applicable Default Rate. The obligations of the Authority under this Section 2.6 shall survive the termination of this Agreement.

*Section 2.7. Reduction and Termination.* (a) Subject to the provisions of Section 2.6(b) hereof, the Available Commitment shall be reduced from time to time as requested by the Authority within three (3) days of the Authority's written notice to the Lender requesting such reduction in the form of Exhibit E hereto; *provided*, that each such reduction amount shall be in an amount equal to \$1,000,000 or an integral multiple thereof.

(b) Subject to the provisions of Section 2.6(b) hereof, the Authority may at any time and at its sole option terminate the Commitment upon three (3) Business Days' prior written notice to the Lender. As a condition to any such termination, the Authority shall pay or cause to be paid all Obligations owed to the Lender (other than Term Loans which shall be payable pursuant to the terms of Section 4.5 hereof).

*Section 2.8. Extension of Commitment Expiration Date.* The Authority may request an extension of the Commitment Expiration Date in writing in the form of Exhibit C hereto not more than one hundred eighty (180) days prior to the then current Commitment Expiration Date. The Lender will make reasonable efforts to respond to such request within sixty (60) days after receipt of all information necessary, in the Lender's judgment, to permit the Lender to make an informed credit decision. If the Lender fails to definitively respond to such request within such 60-day period, the Lender shall be deemed to have refused to grant the extension requested. The Lender may, in its sole and absolute discretion, decide to accept or reject any such proposed extension and no extension shall become effective unless the Lender shall have consented thereto in writing in the form of Exhibit F hereto or otherwise. The Lender's consent, if granted, shall be conditioned upon the preparation, execution and delivery of documentation in form and substance satisfactory to the Lender (which may include, but shall not be limited to the delivery of a "no adverse effect opinion" of Bond Counsel to the Lender with respect to the tax-exempt status of the Loans).

*Section 2.9. Funding Indemnity.* In the event the Lender shall incur any loss, cost, or expense (including, without limitation, any loss, cost, or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired or contracted to be acquired by the Lender to make any Advance, Revolving Loan or Term Loan or the relending or reinvesting

of such deposits or other funds or amounts paid or prepaid to the Lender) as a result of any optional payment or prepayment of any Advance, or Revolving Loan on a date other than a Rate Reset Date for any reason, whether before or after default, then upon the demand of the Lender, the Authority shall pay to the Lender a payment or prepayment premium, as applicable in such amount as will reimburse the Lender for such loss, cost, or expense. If the Lender requests such payment or prepayment premium, as applicable, it shall provide to the Authority a certificate setting forth the computation of the loss, cost, or expense giving rise to the request for such payment or prepayment premium, as applicable in reasonable detail and such certificate shall be conclusive if reasonably determined.

*Section 2.10. Payments.* All payments to be made by the Authority shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Authority hereunder shall be made to the Lender at the Lender's Office in Dollars and in immediately available funds not later than 2:00 p.m. New York time, on the date specified herein. All payments received by the Lender after 2:00 p.m. New York time, shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Authority shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be. Notwithstanding anything herein to the contrary, where this Agreement provides for payment by the Authority to the Lender for any amount, the Authority may satisfy such obligation by causing the Trustee to pay such amount directly to the Lender from Sales Tax Revenues under the Indenture.

### ARTICLE III

#### REVOLVING LOANS

*Section 3.1. Making of Revolving Loans.* Each Advance shall constitute a loan made by the Lender to the Authority on the date of such Advance (individually, a "*Revolving Loan*" and collectively, the "*Revolving Loans*"). Each Revolving Loan shall constitute Parity Debt under the Indenture.

*Section 3.2. Revolving Loans Evidenced by Notes.* The Revolving Loans shall be evidenced by the Bank Note to be issued on the Effective Date, payable to the Lender in a principal amount up to the Available Commitment on the Effective Date and otherwise duly completed. All Revolving Loans made by the Lender and all payments and prepayments made on account of principal thereof shall be recorded by the Lender on the schedule (or a continuation thereof) attached to the Bank Note, it being understood, however, that failure by the Lender to make any such endorsement shall not affect the obligations of the Authority hereunder or under the Bank Note in respect of unpaid principal and interest on any Revolving Loan. Each entry on the Bank Note with respect to a Revolving Loan schedule shall reflect the applicable principal amount and the applicable interest rate.

*Section 3.3. Interest on Revolving Loans.* Each Revolving Loan made or maintained by the Lender shall bear interest during each Interest Period it is outstanding (computed on the basis



of a year of 360 days and actual days elapsed) on the unpaid principal amount thereof at a rate per annum equal to the LIBOR Rate for such Interest Period; *provided, further*, that, the initial LIBOR Rate for a particular Advance relating to a Revolving Loan shall be determined by the Lender two London Business Days prior to the related Advance Date; *provided that*, the next succeeding LIBOR Rate for such Advance shall be determined by the Lender on the Rate Reset Date immediately succeeding the Advance Date. Interest on each Loan shall be payable by the Authority on each Interest Payment Date and on the Revolving Loan Maturity Date. Not less than two (2) Business Days prior to each Interest Payment Date, the Lender shall deliver to the Authority and the Trustee written notice, upon which the Authority and the Trustee may conclusively rely, of the amount of interest due and payable on such Revolving Loan on such Interest Payment Date; *provided, however*, that the failure by the Lender to provide notice of the amount of interest due and payable shall not relieve the Authority of its obligation to make payment of amounts as and when due hereunder.

*Section 3.4. Repayment of Revolving Loans.* The principal of each Revolving Loan shall be repaid in full by the Authority on the Revolving Loan Maturity Date; *provided*, that if the conditions to the making of the Term Loan set forth in Section 4.2 hereof are satisfied on the Revolving Loan Maturity Date, the principal of all Revolving Loans shall be paid from the proceeds of the Term Loan.

*Section 3.5. Prepayment of Revolving Loans.* Subject to Section 2.9 hereof, the Authority may prepay any Revolving Loan, in whole or in part, on any Business Day provided at least three (3) days' written notice is provided by the Authority to the Lender. Each such notice of optional prepayment shall be irrevocable and shall bind the Authority to make such prepayment in accordance with such notice. All prepayments of principal shall include accrued interest to the date of prepayment and all other amounts due pursuant to this Agreement.

## ARTICLE IV

### THE TERM LOAN

*Section 4.1. Term Loan.* The Outstanding principal amount of a Revolving Loan shall convert to a Term Loan on the Revolving Loan Maturity Date, if the conditions set forth in Section 4.2 hereof are satisfied on the Revolving Loan Maturity Date. The Term Loan shall constitute Parity Debt under the Indenture.

*Section 4.2. Conditions Precedent to Term Loan.* The obligation of the Lender to convert the principal amount owed for all Revolving Loans to the Term Loan shall be subject to the fulfillment of each of the following conditions precedent on or before the Revolving Loan Maturity Date in a manner satisfactory to the Lender:

- (a) The following statements shall be true and correct on the Conversion Date, and the Lender shall have received a certificate incorporating by reference the definitions of the capitalized terms defined in this Agreement, signed by an Authorized



Representative set forth on the Authorized Representative Certificate and dated the Conversion Date, stating that:

(i) the representations and warranties of the Authority contained in the Indenture, the Bank Note and this Agreement are true and correct, and deemed made, on and as of the Conversion Date as though made on and as of such date (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation or warranty shall be true and correct as of such earlier date);

(ii) No Material Adverse Effect shall have occurred; and

(iii) no Default or Event of Default has occurred and is continuing as of such Conversion Date or would result from converting the Revolving Loans to a Term Loan as requested; and

(b) (i)(A) the Lender shall be satisfied that the opinion of Bond Counsel delivered pursuant to Section 2.4(b)(iv) hereof remains in full force and effect with respect to the Term Loan or (B) the Lender shall have received (1)(x) an opinion from Bond Counsel dated the date of the Term Loan as to the exclusion of interest on the Term Loan from gross income for federal income tax purposes, in form and substance satisfactory to the Lender and as to the validity and enforceability with respect to the Authority of this Agreement, the Bank Note and the Indenture, (y) an executed Supplemental Tax Certificate and (z) an IRS Form 8038-G has been duly completed by the Authority and signed by the Authority or (2) the Lender shall have received an opinion of Bond Counsel in form and substance satisfactory to the Lender (x) that such conversion will not adversely affect the tax exempt status of the interest on the Loans and (y) as the validity and enforceability with respect to the Authority of this Agreement, the Bank Note and the Indenture.

*Section 4.3. Term Loans Evidenced by Bank Note.* The principal amount of the Term Loan shall also be evidenced by the Bank Note. The Term Loan made by the Lender and all payments and prepayments on the account of the principal and interest of the Term Loan shall be recorded by the Lender on the schedule attached to the Bank Note; *provided, however*, that the failure of the Lender to make any such endorsement or any error therein shall not affect the obligations of the Authority hereunder or under the Bank Note in respect of unpaid principal and interest on the Term Loan.

*Section 4.4. Interest on Term Loan.* The Term Loan shall bear interest from the Conversion Date to the date the Term Loan is paid in full at a rate per annum equal to the Lender Rate as determined by the Calculation Agent pursuant to Section 2.5 hereof. Interest on the Term Loan shall be paid by the Authority to the Lender monthly in arrears on each Interest Payment Date. Interest on the Term Loan shall be calculated on the basis of a year of 360 days based on the actual number of days elapsed. Not less than two (2) Business Days prior to each Interest Payment Date, the Lender shall deliver to the Authority and the Trustee written notice, upon which the Authority and the Trustee may conclusively rely, of the amount of interest due

and payable on the Term Loan on such Interest Payment Date; *provided, however*, that the failure by the Lender to provide notice of the amount of interest due and payable shall not relieve the Authority of its obligation to make payment of amounts as and when due hereunder.

*Section 4.5. Repayment of Term Loan.* The principal of the Term Loan shall be paid by the Authority in installments payable on each Amortization Payment Date (each such payment, an “*Amortization Payment*”), with the final installment in an amount equal to the entire then-outstanding principal amount of the Term Loan to be paid in full on the Amortization End Date (the period commencing on the Conversion Date and ending on the Amortization End Date is herein referred to as the “*Amortization Period*”). Each Amortization Payment shall be that amount of principal which will result in equal (as nearly as possible) aggregate Amortization Payments over the Amortization Period. Not less than two (2) Business Days prior to each Amortization Payment Date, the Lender shall deliver to the Authority and the Trustee written notice, upon which the Authority and the Trustee may conclusively rely, of the amount of principal due and payable on the Term Loan on such Amortization Payment Date; *provided, however*, that the failure by the Lender to provide notice of the amount of principal due and payable shall not relieve the Authority of its obligation to make payment of amounts as and when due hereunder. The Authority acknowledges that the foregoing payment schedule may result in a final payment substantially higher than the preceding payments. Subject to Section 9.2 hereof, upon the occurrence of an Event of Default, the Lender may cause the acceleration of the Bank Note by delivering a written notice to the Trustee and the Authority that an Event of Default has occurred and is continuing and instructing the Trustee and the Authority that the Bank Note is subject to acceleration.

*Section 4.6. Prepayment of Term Loan.* The Authority may prepay the Term Loan, in whole or in part, on any Business Day, without cost, penalty or premium, provided at least three (3) days’ written notice is provided by the Authority to the Lender. Each such notice of optional prepayment shall be irrevocable and shall bind the Authority to make such prepayment in accordance with such notice. All prepayments of principal shall include accrued interest to the date of prepayment and all other amounts due pursuant to this Agreement.

## ARTICLE V

### SECURITY

*Section 5.1. Security.* (a) The Obligations of the Authority hereunder are special obligations secured by a pledge of and lien on the Sales Tax Revenues and Pledged Funds pursuant to the Indenture.

(b) The Reimbursement Obligations of the Authority hereunder shall constitute Parity Debt under the Indenture and the Indenture creates the pledge of the Sales Tax Revenues and the Pledged Funds to secure the Reimbursement Obligations. Such pledge of and lien on the Sales Tax Revenues and the Pledged Funds under the Indenture is a valid and binding pledge of the Authority, on a *pari passu* basis with the holders of all Parity Debt and shall only be subordinate to the Lien on Sales Tax Revenues and the Pledged Funds securing Senior Lien Debt, if any. No filing, registration, recording or publication of the Indenture or any other instrument nor any

prior separation or physical delivery of the Sales Tax Revenues or the Pledged Funds is required to establish the pledge provided for under the Indenture or to perfect, protect or maintain the Lien created thereby on the Sales Tax Revenues, the Pledged Funds and amounts held under the Indenture to secure the Bank Note. As of the Effective Date, other than the Reimbursement Obligations under this Agreement, there is no outstanding Senior Lien Debt or Parity Debt.

(c) The Authority hereby grants, in addition to such grant under the Indenture, to the Lender a Lien on and pledge of the Sales Tax Revenues and the Pledged Funds to secure all Obligations of the Authority under this Agreement (other than Reimbursement Obligations) and the payment of the portion of the Bank Note evidencing and securing Obligations (other than Reimbursement Obligations) which such Lien on and pledge of the Sales Tax Revenues and the Pledged Funds shall be junior and subordinate in all respects to the Liens on, security interest in and the pledge of the Sales Tax Revenues and the Pledged Funds set forth in the Indenture and this Agreement securing the Senior Lien Debt and Parity Debt, as applicable. No filing, registration, recording or publication of this Agreement or the Trust Agreement or any other instrument nor any prior separation or physical delivery of the Sales Tax Revenues or the Pledged Funds is required to establish the pledge provided for under this Agreement or the Indenture or to perfect, protect or maintain the Lien created thereby on the Sales Tax Revenues and the Pledged Funds to secure the Obligations hereunder.

(d) The Authority's obligations to repay each Advance, Revolving Loan and Term Loan and to pay interest thereon as provided herein and to pay all other Obligations shall be evidenced and secured by the Bank Note, and the Authority shall, without duplication (i) make a principal payment on the Bank Note on each date on which the Authority is required to make a principal payment on an Advance, Revolving Loan and Term Loan, as applicable, in an amount equal to the principal payment due on such date, (ii) pay interest on the Bank Note on each date on which the Authority is required to make an interest payment with respect to an Advance, Revolving Loan and Term Loan, as applicable, in an amount equal to the interest payment due on such date and (iii) make payment on the Bank Note on each date on which any other Obligation is due and owing hereunder in an amount equal to the amount of such Obligation on such date.

## **ARTICLE VI**

### **LIABILITY, INDEMNITY AND PAYMENT**

*Section 6.1. Liability of the Authority.* The Authority and the Lender agree that the obligation of the Authority to pay the Obligations are contractual obligations of the Authority payable solely from the Sales Tax Revenues and shall not be affected by, and the Lender shall not be responsible for, among other things, (i) the validity, genuineness or enforceability of this Agreement, the Bank Note or documents, notices or endorsements relating thereto (even if this Agreement or any documents, notices endorsements relating thereto should in fact prove to be in any and all respects invalid, fraudulent or forged), (ii) the use to which the amounts disbursed by the Lender may be put, or (iii) any other circumstances or happenings whatsoever, whether or not similar to any of the foregoing.

*Section 6.2. Indemnification by the Authority.* (a) In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, the Authority hereby agrees (to the extent permitted by law) to indemnify and hold harmless the Lender, each Participant and each Noteholder and their respective officers, directors and agents (each, an “*Indemnitee*”) from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever (including reasonable attorneys’ fees) which may incur or which may be claimed against an Indemnitee by any Person or entity whatsoever (collectively, the “*Liabilities*”) by reason of or in connection with (i) the execution and delivery or transfer of, or payment or failure to pay under, any Program Document; (ii) the making of any Advances or any Loans; (iii) the use of the proceeds of the Bank Note, Advances or Loans; (iv) any breach by the Authority of any warranty, covenant, term or condition in, or the occurrence of any default by it under any of the Program Documents, together with all reasonable expenses resulting from the compromise or defense of any claims or liabilities arising as a result of any such breach or default; (v) any action or proceeding relating to a court order, injunction or other process or decree restraining or seeking to restrain the Lender from paying any amount under this Agreement (other than actions or proceedings instituted by or on behalf of the Lender); or (vi) any investigation, litigation or other proceeding (whether or not the Lender or any Participant is a party thereto) related to the entering into and/or each performance of any of the Program Document or the use of the proceeds of any Advance or any Loan under this Agreement; *provided* that the Authority shall not be required to indemnify an Indemnitee for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnitee, as determined by a court of competent jurisdiction in a final nonappealable judgment. If any proceeding shall be brought or threatened against an Indemnitee by reason of or in connection with the events described in clause (i), (ii), (iii), (iv), (v) or (vi) as a condition of indemnity hereunder each Indemnitee shall promptly notify the Authority in writing and the Authority shall assume the defense thereof, including the employment of counsel satisfactory to such Indemnitee and the payment of all reasonable costs of litigation. Nothing under this Section 6.2 is intended to limit the Authority’s payment of the Obligations. To the fullest extent permitted by applicable law, the Authority shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Program Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, or the use of the proceeds thereof.

(b) Notwithstanding anything to the contrary contained in this Section 6.2, (i) the Authority shall have no obligation to indemnify the Lender for damages that the Authority proves were caused solely out of the gross negligence or willful misconduct of the Lender, as determined by a court of competent jurisdiction in a final non-appealable judgment, and (ii) the Authority shall have a claim against the Lender, and the Lender shall be liable to the Authority, to the extent of any direct, as opposed to consequential, damages suffered by the Authority which the Authority proves were caused solely by the Lender’s gross negligence or willful misconduct, as determined by a court of competent jurisdiction.

(c) The obligations of the Authority under this Section 6.2 shall survive the payment of the Bank Note, the Loans and all other Obligations and the termination of this Agreement.

*Section 6.3. Increased Costs.* (a) If the Lender shall determine that any Change in Law now existing or hereafter adopted shall:

(i) impose, modify or deem applicable any reserve, capital or liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, or other acquisitions of funds by, the Lender, any Participant or any Noteholder;

(ii) subject the Lender, any Participant or any Noteholder to any Tax (except for Taxes on the overall net income or share capital of the Lender, such Participant or such Noteholder) of any kind whatsoever with respect to this Agreement, the Bank Note, the Advances, the Revolving Loans or the Term Loans or change the basis of taxation of payments to the Lender, such Participant or such Noteholder in respect thereof (except for Indemnified Taxes or Miscellaneous Taxes covered by Section 6.4 hereof and the imposition of, or any change in the rate of any Excluded Tax payable by the Lender, such Participant or such Noteholder); or

(iii) impose upon the Lender, any Participant or any Noteholder any other condition or expense with respect to this Agreement, the Bank Note, the Advances, the Revolving Loans, or the Term Loans;

and the result of any of the foregoing is to increase the cost to, reduce the income receivable by, or impose any expense (including loss of margin) upon the Lender, such Participant or such Noteholder with respect to this Agreement, the Bank Note, the Advances, the Revolving Loans or the Term Loans (or in the case of any capital adequacy or similar requirement, to have the effect of reducing the rate of return on the Lender's, any Participant's or any Noteholder's capital), then the Lender shall from time to time notify, or cause to be notified, the Authority of the amount determined in good faith by the Lender, such Participant or such Noteholder, as applicable (which determination shall be conclusive absent manifest error) to be necessary to compensate the Lender, such Participant or such Noteholder, as applicable, for such increase, reduction or imposition and provide the Authority with the calculations made to determine such amount.

(b) *Capital or Liquidity Requirements.* If the Lender, any Participant or any Noteholder determines that any Change in Law affecting the Lender, such Participant or such Noteholder, as applicable, or any of their parent or holding companies, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on the Lender, such Participant or such Noteholder, or any of their parent or holding companies, holding, if any, as a consequence of this Agreement, or making, maintenance or funding of, any Loan hereunder, to a level below that which the Lender, such Participant or such Noteholder, or their respective parent or holding companies could have achieved but for such Change in Law (taking into consideration the Lender's, such Participant's or such Noteholder's policies and the policies of their parent or holding companies with respect to capital or liquidity adequacy, as applicable), then from time to time upon written request of the Lender as set forth in clause (c) of this Section, the Authority shall promptly pay to the Lender, such Participant or such Noteholder, as the case may be, such

additional amount or amounts as will compensate the Lender, such Participant or such Noteholder, or their parent or holding companies, as applicable, for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of the Lender, any Participant or any Noteholder setting forth the amount or amounts necessary to compensate the Lender, such Participant or such Noteholder, or their parent or holding companies, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Authority, shall be conclusive absent manifest error. The Authority shall pay the Lender, such Participant or such Noteholder, as the case may be, the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of the Lender, such Participant or such Noteholder to demand compensation pursuant to this Section shall not constitute a waiver of the Lender's, such Participant's or such Noteholder's right to demand such compensation. The Authority shall not be required to compensate, or cause to be compensated, the Lender, such Participant or such Noteholder or any of their parent or holding companies, as applicable, pursuant to this Section 6.3 in respect of a period occurring more than six (6) months prior to the date the above-described written demand is given to the Authority with respect thereto (the "*Cut-Off Date*"), except where (i) the Lender, such Participant or such Noteholder or the Lender's, such Participant's or such Noteholder's parent or holding company, as applicable, had no actual knowledge of the action resulting in such increased costs, increased capital or charges or reduction in rate of return, as applicable, as of the Cut-Off Date or (ii) such increased costs, increased capital or reduction in rate of return applies to the Lender, such Participant or such Noteholder or the Lender's, such Participant's or such Noteholder's parent or holding company, as applicable, retroactively to a date prior to the Cut-Off Date.

(e) (i) In the event a Taxable Date occurs, the Authority hereby agrees to pay to the Lender, any Participant or the Noteholder on demand therefor (1) an amount equal to the positive difference between (A) the amount of interest that would have been paid to the Lender, such Participant or the Noteholder, as applicable, on any Revolving Loans and/or Term Loans during the period for which interest on such Revolving Loans and/or Term Loans, as applicable, is includable in the gross income of the Lender, such Participant or the Noteholder, as applicable, if such Revolving Loans and/or Term Loans had borne interest at the Taxable Rate, beginning on the Taxable Date (the "*Taxable Period*"), and (B) the amount of interest actually paid to the Lender, such Participant or the Noteholder, as applicable, during the Taxable Period, and (2) an amount equal to any interest, penalties or charges owed by the Lender, any Participant or a Noteholder, as applicable, as a result of interest on the Revolving Loans and/or Term Loans becoming includable in the gross income of the Lender, such Participant or such Noteholder, as applicable, together with any and all reasonable attorneys' fees, court costs, or other out-of-pocket costs incurred by the Lender, such Participant or such Noteholder, as applicable, in connection therewith.

(ii) Subject to the provisions of clauses (iii) and (iv) below, the Lender shall afford the Authority the opportunity, at the Authority's sole cost and expense, to contest (1) the validity of any amendment to the Code which causes the interest on such Revolving Loans and/or Term Loans to be includable in the gross income of the Lender,

any Participant or the Noteholder or (2) any challenge to the validity of the tax exemption with respect to the interest on the Revolving Loans and/or Term Loans, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals); *provided* that, in no event shall the Lender, any Participant or the Noteholder be required to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Authority or any other Person.

(iii) As a condition precedent to the exercise by the Authority of its right to contest set forth in clause (ii) above, the Authority shall, on demand, immediately reimburse the Lender, such Participant or the Noteholder, as applicable, for any and all reasonable expenses (including reasonable attorneys' fees for services that may be required or desirable) that may be incurred by the Lender, such Participant or the Noteholder, as applicable, in connection with any such contest, and shall, on demand, immediately reimburse the Lender, such Participant or the Noteholder, as applicable, for any and all penalties or other charges payable by the Lender, such Participant or the Noteholder, as applicable, for failure to include such interest in its gross income; and

(iv) The obligations of the Authority under this Section 6.3 shall survive the termination of the Commitment and this Agreement.

#### *Section 6.4. Taxes.*

(a) *Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.* Any and all payments by or on account of any obligation of the Authority hereunder or under the Bank Note shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Miscellaneous Taxes; provided that if the Authority shall be required by Applicable Law to deduct any Indemnified Taxes (including any Miscellaneous Taxes) from such payments, then (i) to the fullest extent permitted by Applicable Law, the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Lender, such Participant or such Noteholder receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Authority shall make such deductions and (iii) the Authority shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with Applicable Law.

(b) *Payment of Miscellaneous Taxes by the Authority.* Without limiting the provisions of paragraph (a) above, the Authority shall timely pay any Miscellaneous Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(c) *Indemnification by the Authority.* The Authority, to the fullest extent permitted by law, shall indemnify the Lender, each Participant and each Noteholder, within thirty (30) days after demand therefor, for the full amount of any Indemnified Taxes or Miscellaneous Taxes (including Indemnified Taxes or Miscellaneous Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Lender, such Participant or such Noteholder and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Miscellaneous Taxes were correctly or legally imposed or

asserted by the relevant Governmental Authority. A certificate stating the amount of such payment or liability delivered to the Authority by the Lender shall be conclusive absent manifest error. In addition, the Authority shall indemnify the Lender, any Participant and the other Noteholder, within ten (10) days after demand therefor, for any additional amounts that the Lender, any Participant or any Noteholder is required to pay as a result of any failure of the Authority to pay any Taxes when due to the appropriate Governmental Authority or to deliver to the Lender, any Participant and the other holders of a Note, as applicable, pursuant to clause (d), documentation evidencing the payment of Taxes.

Prior to claiming compensation pursuant to this subsection (c), the Lender, the Participant or the holder of the Note, as applicable, will use reasonable efforts to investigate the alternatives (if any) for avoiding the need for, or the reduction of the amount of, such compensation, and the Lender, the Participant or the holder of the Note, as applicable, shall take all reasonable steps to so avoid the need for, or reduce the amount of such compensation, *provided that*, none of the Lender, the Participant or the holder of the Note shall be obligated to take any steps that are adverse to its business or operations or inconsistent with its policies. The Lender, the Participant and the holder of the Note, as applicable, agrees to repay the Authority any refund (including that portion of any interest that was included as part of such refund) with respect to Taxes or Other Taxes paid by the Authority pursuant to this subsection (c) received by the Lender, the Participant or the holder of the Note, as applicable, for Taxes or Other Taxes that were paid by the Authority pursuant to this subsection (c) and to contest, with the cooperation and at the expense of the Authority any such Taxes or Other Taxes which the Lender or the Authority reasonably believes not to have been properly assessed.

(d) *Evidence of Payments.* As soon as practicable after any payment of Indemnified Taxes or Miscellaneous Taxes by the Authority to a Governmental Authority, the Authority shall deliver to the Lender, such Participant or such holder of the Note, as applicable, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender, such Participant or such holder of the Note, as applicable.

(e) *Treatment of Certain Refunds.* If the Lender, any Participant or any Noteholder determines, in its sole discretion, that it has received a refund of any Taxes or Miscellaneous Taxes as to which it has been indemnified pursuant to this Section (including additional amounts paid by the Authority pursuant to this Section), it shall pay to the Authority an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, under this Section with respect to the Taxes or Miscellaneous Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses of the Lender, such Participant or such Noteholder, as applicable, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided that* the Authority, upon the request of the Lender, such Participant or such holder of the Note, as applicable, agrees to repay the amount paid over pursuant to this Section (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Lender, such Participant or such holder of the Note, as applicable, in the event the Lender, such Participant or such holder of the Note, as applicable, is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (e), in no event will the Lender, such Participant or such holder of the



Note, as applicable, be required to pay any amount to the Authority pursuant to this paragraph (e) the payment of which would place the Lender, such Participant or such holder of the Note, as applicable, in a less favorable net after-Tax position than the Lender, such Participant or such holder of the Note, as applicable, would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require the Lender, such Participant or such Noteholder, as applicable, to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Authority or any other Person.

(f) *Survival.* Without prejudice to the survival of any other agreement of the Authority hereunder, the agreements and obligations of the Authority contained in this Section shall survive the termination of this Agreement and the payment in full of the Bank Note and the Obligations of the Authority thereunder and hereunder.

(g) *Status of Lenders; Tax Documentation.* (i) If the Lender, a Participant or a holder of the Note is entitled to an exemption from or reduction of withholding Taxes with respect to payments made hereunder or under any Program Document, the Lender, such Participant or such holder of the Note, as applicable, shall deliver to the Authority at the time or times reasonably requested by the Authority, such properly completed and executed documentation reasonably requested by the Authority or as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, the Lender, such Participant or such holder of the Note if reasonably requested by the Authority, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Authority as will enable the Authority to determine whether or not the Lender, such Participant or such holder of the Note is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 6.4(g)(ii) below) shall not be required if, in the Lender's, such Participant's or such Noteholder's reasonable judgment, such completion, execution or submission would subject the Lender, such Participant or such holder of the Note to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of the Lender, such Participant or such holder of the Note.

(ii) Without limiting the generality of the foregoing, if the Authority is resident for tax purposes in the United States, the Lender, such Participant or such holder of the Note shall deliver to the Authority (and from time to time thereafter upon the reasonable request of the Authority), executed originals of IRS Form W-9 certifying that the Lender, such Participant or such holder of the Note, as applicable, is exempt from U.S. federal backup withholding tax.

*Section 6.5. Calculation of Interest and Fees; Maximum Interest Rate; Default Rate.*

(a) Interest on Revolving Loans and Term Loans and fees payable hereunder shall be calculated on the basis of a year of 360 days based on the actual number of days elapsed.

(b) Any and all amounts remaining unpaid when due under this Agreement shall bear interest at the Default Rate until repaid and shall be payable upon demand. Any such amounts which constitute interest remaining unpaid when due shall be added to principal, and such interest shall, in turn, bear interest at the Default Rate until repaid and shall be payable upon

demand. Upon the occurrence and during the continuance of an Event of Default, the Obligations shall bear interest at the Default Rate, which interest shall be payable by the Authority to the Lender upon demand therefor and be calculated on the basis of a 360-day year and actual days elapsed.

(c) In the event that the rate of interest payable hereunder shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and (B) the Maximum Rate (the "*Excess Interest Amount*"), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed the Maximum Rate, at which time the Authority shall pay to the Lender, with respect to amounts then payable to the Lender that are required to accrue interest hereunder, such portion of the deferred Excess Interest Amount as will cause the rate of interest then paid to the Lender, to equal the Maximum Rate, which payments of deferred Excess Interest Amount shall continue to apply to such unpaid amounts hereunder until all deferred Excess Interest Amount is fully paid to the Lender. Notwithstanding the foregoing, on the date on which no principal amount with respect to the Loans remains unpaid, the Authority shall pay to the Lender a fee equal to any accrued and unpaid Excess Interest Amount.

(d) All amounts paid pursuant to this Agreement shall be non-refundable and shall be paid in immediately available funds.

*Section 6.6. Liability of the Lender.* Neither the Lender nor any of its officers, directors, employees, representatives or agents shall be liable or responsible for (i) the use which may be made of any Advances, any Loans or this Agreement or for any acts, omissions, errors, interruptions, delays in transmission, dispatch or delivery of any message or advice, however transmitted, of the Lender in connection with this Agreement, any Advances, any Loans or the Bank Note, (ii) any action, inaction or omission which may be taken by the Lender in connection with this Agreement, any Advances, any Loans or the Bank Note, (iii) the validity, sufficiency or genuineness of documents, or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged, (iv) payment by the Lender against presentation of documents which do not comply with the terms of this Agreement or a Request for Advance, including failure of any documents to bear any reference or adequate reference to this Agreement, or (v) any other circumstances whatsoever in making or failing to make payment under this Agreement or pursuant to a Request for Advance, except for acts or events described in the immediately preceding clauses (i) through (v), to the extent, but only to the extent, of any direct, as opposed to special, indirect, consequential or punitive, damages (the right to receive special, indirect, consequential or punitive damages being hereby waived) suffered by it which the Authority proves were caused by (y) the Lender's willful misconduct or gross negligence in determining whether documents presented under this Agreement comply with the terms of this Agreement or (z) the Lender's failure to pay hereunder after the presentation to it of a Request for Advance strictly complying with the terms and conditions of this Agreement. The Authority further agrees that any action taken or omitted by the Lender under or in connection with this Agreement or the related draft or documents, if done without willful misconduct or gross negligence, shall be effective against the Authority as to the

rights, duties and obligations of the Lender and shall not place the Lender under any liability to the Authority. In furtherance and not in limitation of the foregoing, the Lender may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary.

*Section 6.7. Obligations Unconditional.* The Authority's obligation to repay the Revolving Loans and the Term Loans and all of its other Obligations under this Agreement shall be absolute and unconditional under any and all circumstances, including without limitation: (a) any lack of validity or enforceability of this Agreement, the Bank Note or any of the other Program Documents; (b) any amendment or waiver of or any consent to departure from all or any of the Program Documents; (c) the existence of any claim, set-off, defense or other right which the Authority may have at any time against the Lender or any other person or entity, whether in connection with this Agreement, the other Program Documents, the transactions contemplated herein or therein or any unrelated transaction; or (d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing; and irrespective of any setoff, counterclaim or defense to payment which the Authority may have against the Lender, any Participant, or any other Person, including, without limitation, any defense based on the failure of any non-application or misapplication of the proceeds of Advances hereunder, and irrespective of the legality, validity, regularity or enforceability of this Agreement, the Bank Note or any or all other Program Documents, and notwithstanding any amendment or waiver of (other than an amendment or waiver signed by the Lender explicitly reciting the release or discharge of any such obligation), or any consent to, or departure from, this Agreement, the Bank Note or any or all other Program Documents or any exchange, release, or non-perfection of any collateral securing the obligations of the Authority hereunder; *provided, however*, that nothing contained in this Section 6.7 shall abrogate or otherwise affect the rights of the Authority pursuant to Section 6.6 hereof.

## ARTICLE VII

### REPRESENTATIONS AND WARRANTIES

In order to induce the Lender to enter into this Agreement, the Authority makes the following representations and warranties to the Lender:

*Section 7.1. Organization; Existence.* The Authority is a public entity established pursuant to the laws of the State of California validly organized and existing under and by virtue of the laws of the State of California.

*Section 7.2. Power and Authority.* The Authority has (and had at the time of adoption, execution, delivery, issuance, sale or performance) full power, right and authority to (a) own its properties and carry on its business as now conducted, (b) execute and deliver each of the Program Documents and to perform its obligations under each of the Program Documents to which it is a party, and any and all instruments and documents required to be executed, adopted or delivered pursuant to or in connection herewith or therewith; (c) issue the Bank Note as provided in the Program Documents and make payment of principal and interest, if any, on the

Bank Note and to pay the Obligations at the times and in the manner set forth herein; and (d) perform each and all of the matters and things herein and in the Program Documents provided for and the Authority has complied in all material respects with the laws of the State in all matters relating to such execution, delivery and performance.

*Section 7.3. Due Authorization, Etc.* Each of the Program Documents to which the Authority is a party have been duly authorized, executed, issued and delivered. This Agreement and each of the other Program Documents to which the Authority is a party constitute legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with their terms, except as such enforceability may be limited by the valid exercise of judicial discretion and the constitutional powers of the United States of America and to valid bankruptcy, insolvency, reorganization, moratorium, or other similar laws and equitable principles relating to or affecting creditors' rights generally from time to time in effect, the limitations on legal remedies imposed on actions against public entities in the State, and the application of State laws relating to conflicts of interest to which public entities are subject. The Obligations are payable from and secured by Sales Tax Revenues as set forth herein and in the Indenture.

*Section 7.4. Necessary Actions Taken.* The Authority has taken all actions necessary to be taken by it (a) for the issuance of the Bank Note upon the terms set forth in the Program Documents; (b) for the execution, adoption and delivery by the Authority of any and all such other instruments and the taking of all such other actions on the part of the Authority as may be necessary or appropriate for the effectuation and consummation of the transactions on the part of the Authority contemplated by the Program Documents or in connection herewith or therewith; and (c) to authorize or approve, as appropriate, the execution, issuance and delivery of, and the performance of its obligations under and the transactions contemplated by each of the Program Documents to which it is a party and the payment of the Obligations at the times and in the manner set forth.

*Section 7.5. No Contravention.* The execution and delivery of each of the Program Documents to which the Authority is a party and compliance with the provisions hereof and thereof, will not in any material respect conflict with or result in a violation of the Constitution of the State or the laws of the State, including any debt limitations or other restrictions or conditions on the debt issuing power of the Authority, and will not in any material respect conflict with or result in a violation of, or breach of, or constitute a default under, any law, judgment, order, decree or administrative regulation or any of the terms, conditions or provisions of the organizational documents of the Authority or any ordinance, judgment, decree, contract, loan agreement, note, bond, resolution, indenture, mortgage, deed of trust or other agreement or instrument to which the Authority is a party or by which it or any property of the Authority is bound and will not, except as expressly provided herein, result in the imposition or creation of any lien, charge, or encumbrance upon or invalidate or adversely affect in any way the Sales Tax Revenues. The Authority has not received any notice, not subsequently withdrawn, given in accordance with the remedy provisions of any bond resolution or ordinance, trust indenture, guarantee or agreement or State law pertaining to bonds or notes secured by the Sales Tax Revenues, of any default or event of default of the Authority which has not been cured, remedied or waived.

*Section 7.6. Compliance.* The current collection of the Sales Tax Revenues and the management of the Authority and the accounting and recordkeeping therefor are in material compliance with all applicable state and federal laws and all applicable resolutions, ordinances and rules of the Authority. The Authority is in compliance with the terms and conditions of each of the Program Documents to which it is a party, and no breach of the terms hereof or thereof has occurred and is continuing, and no Default or Event of Default has occurred and is continuing. The Authority is in compliance with all insurance requirements applicable to the Authority. The Authority is in material compliance with all laws, ordinances, orders, writs, injunctions, decrees, rules and regulations applicable to it (including, without limitation, all applicable federal, state or local environmental, health and safety statutes and regulations, and the Authority's investment policy guidelines), except to the extent noncompliance could not reasonably be expected to have a Material Adverse Effect or a Material Adverse Operational Effect.

*Section 7.7. No Default.* No default by the Authority has occurred and is continuing in the payment of the principal of or premium, if any, or interest on any Sales Tax Revenue Obligations. No bankruptcy, insolvency or other similar proceedings pertaining to the Authority or any agency or instrumentality of the Authority are pending or presently contemplated. No Default or Event of Default has occurred and is continuing hereunder. No "default" or "event of default" under, and as defined in any of the other Program Documents has occurred and is continuing. The Authority is not presently in default under any material agreement to which it is a party which could reasonably be expected to have a Material Adverse Effect or a Material Adverse Operational Effect. The Authority is not in violation of any material term of the Act or any material term of any bond indenture or agreement to which it is a party or by which any of its property or assets is bound which could reasonably be expected to have a Material Adverse Effect or a Material Adverse Operational Effect.

*Section 7.8. No Public Vote or Referendum.* There is no public vote or referendum pending or concluded or, to the Authority's knowledge, proposed, the results of which could reasonably be expected to have a Material Adverse Effect or a Material Adverse Operational Effect.

*Section 7.9. No Immunity.* Under existing law, the Authority is not entitled to raise the defense of sovereign immunity in connection with any legal proceedings to enforce or collect upon this Agreement, the Bank Note or the transactions contemplated hereby or thereby, including the payment of the Obligations. The Authority agrees that to the extent that the Authority has or hereafter may acquire under any applicable law any right to immunity from set-off or legal proceedings on the grounds of sovereignty, the Authority hereby irrevocably waives, to the extent permitted by applicable law, such rights to immunity for itself in respect of its obligations arising under or related to this Agreement or the other Program Documents to which it is a party.

*Section 7.10. Litigation.* There is no action, suit or proceeding pending in any court, any other governmental authority with jurisdiction over the Authority or any arbitration in which service of process has been completed against the Authority or, to the best knowledge of any of the Authority's Executive Director, Chief Deputy Director or Deputy Director for Finance & Administration, any other action, suit or proceeding pending or threatened in any court, any other

governmental authority with jurisdiction over the Authority or any arbitrator, in either case against the Authority or its properties or revenues, or any of the Program Documents to which it is a party, which if determined adversely to the Authority would be reasonably likely to have a Material Adverse Effect or a Material Adverse Operational Effect.

*Section 7.11. Disclosure.* To the best knowledge of the Authority, none of the Program Documents to which the Authority is a party nor any other document, certificate or statements of the Authority (including the unaudited financial statements, reports, budgets, projections and cash flows of the Authority furnished to the Lender by or on behalf of the Authority in connection with the transactions contemplated hereby or thereby) contains any untrue statement of any material fact.

*Section 7.12. Financial Information.* (a) As of the Effective Date, the Authority has delivered to the Lender a copy of the audited financial statements for the Authority for the Fiscal Year ended June 30, 2014. Such audited financial statements together with related notes, fairly present the financial position and results of operation of the Authority as of the date and for the periods therein set forth. All such financial statements have been prepared in accordance with GAAP. As of the Effective Date, there has been no Material Adverse Operational Effect since June 30, 2014, except as has been disclosed to the Lender in writing. The Authority has no material contingent liabilities or other material contracts or commitments payable from the Sales Tax Revenues which are not reflected in such financial statements previously delivered to the Lender or in the notes thereto or otherwise as disclosed to the Lender in writing.

(b) Subsequent to the Effective Date, the audited financial statements for the Authority delivered to the Lender pursuant to Section 8.2(a) hereof, with related notes, fairly present the financial position and results of operation of the Authority as of the date and for the periods therein set forth. All such financial statements have been prepared in accordance with GAAP. The Authority has no material contingent liabilities or other material contracts or commitments payable from the Sales Tax Revenues which are not reflected in such financial statements delivered to the Lender or in the notes thereto or otherwise as disclosed to the Lender in writing.

*Section 7.13. Official Signatures.* The Authorized Representative, on behalf of the Authority, has and had full power and authority to execute and deliver each of the Program Documents which are to be executed and delivered by or on behalf of the Authority on the Effective Date and perform under each of the Program Documents to which the Authority is a party. Any agreement, certificate or request signed by or on behalf of any Authorized Representative of the Authority and delivered to the Trustee or the Lender shall be deemed a representation and warranty by the Authority to the Lender as to the truth, accuracy and completeness of the statements made by the Authority therein.

*Section 7.14. Incorporation of Representations and Warranties by Reference.* The Authority hereby makes to the Lender the same representations and warranties made by the Authority in each Program Document to which the Authority is a party, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference for the benefit of the Lender with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety. Except as

permitted by Section 8.15 hereof, no amendment to such representations and warranties or defined terms made pursuant to any Program Document shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the prior written consent of the Lender.

*Section 7.15. Environmental Matters.* The Authority's operations are in material compliance with all of the requirements of applicable federal, state and local environmental, health and safety statutes and regulations and to the best knowledge of any of the Authority's Executive Director, Chief Deputy Director or Deputy Director for Finance & Administration are not the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, where a failure to comply with any such requirement or the need for any such remedial action would have a Material Adverse Effect or a Material Adverse Operational Effect.

*Section 7.16. Security.* The Indenture creates the legally valid, binding and irrevocable lien on and pledge of the Sales Tax Revenues and the Pledged Funds to secure the Reimbursement Obligations. Each of the Agreement and the Indenture creates the legally valid, binding and irrevocable lien on and pledge of the Sales Tax Revenues and the Pledged Funds to secure the Obligations (other than the Reimbursement Obligations) and the portion of the Bank Note evidencing and securing Obligations (other than the Reimbursement Obligations). There is no Lien on the Sales Tax Revenues and the Pledged Funds other than the Liens created by or pursuant to the Indenture and this Agreement. The Indenture does not permit the issuance of any Debt secured by the Sales Tax Revenues to rank senior to lien on Sales Tax Revenues securing the Reimbursement Obligations, other than Senior Lien Debt issued under the Indenture. The payment of the Reimbursement Obligations ranks on a parity with the payment of principal of and interest on Parity Debt, is not subordinate to the payment of any Secured Debt secured by a Lien on the Sales Tax Revenues or the Pledged Funds or any other claim other than payments with respect to the principal of and interest on the Senior Lien Debt, and is prior as against all other Persons having claims of any kind in tort, contract or otherwise, whether or not such Persons have notice of the Lien. No filing, registering, recording or publication of the Indenture or any other instrument is required to establish the pledge under the Indenture or to perfect, protect or maintain the Lien created thereby on the Sales Tax Revenues and the Pledged Funds to secure the Bank Note and the Obligations. As of the Effective Date, the Bank Note and the obligations of the Authority under this Agreement constitute the only Debt of the Authority that is secured by a Lien on the Sales Tax Revenues. Under the terms of the Indenture, the Sales Tax Revenues cannot secure any Debt of the Authority other than Senior Lien Debt, the Bank Note, Parity Debt, the Obligations and Subordinate Obligations. The Sales Tax Revenues are not and shall not be pledged to secure the payment of any obligations of the Authority other than the foregoing. The Bank Note will be duly issued and the portion of the Bank Note evidencing and securing Reimbursement Obligations shall constitute Parity Debt under the Indenture and will be entitled to the benefits thereof.

*Section 7.17. Investment Company Act.* The Authority is not an "investment company" or a company "controlled" by an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended.

*Section 7.18. ERISA; Plans; Employee Benefit Plans.* The Authority is not subject to ERISA and maintains no Plans.

*Section 7.19. Pending Legislation and Decisions.* There is no amendment, or to the knowledge of the Authority's Executive Director, Chief Deputy Director or Deputy Director for Finance & Administration, proposed amendment to the Constitution of the State or any State law or any administrative interpretation of the Constitution of the State or any State law, or any legislation that has passed either house of the legislature of the State, or any judicial decision interpreting any of the foregoing, the effect of which will have a Material Adverse Effect or a Material Adverse Operational Effect.

*Section 7.20. Usury.* There is no limitation under California law on the rate of interest payable by the Authority with respect to the Bank Note or the Obligations or with respect to the Authority's obligations to the Lender hereunder or under the Bank Note.

*Section 7.21. Margin Regulations.* No portion of the proceeds of any Advance or Loan hereunder shall be used by the Authority (or the Trustee or any other Person on behalf of the Authority) for the purpose of "purchasing" or "carrying" any margin stock or used in any manner which might cause the borrowing or the application of such proceeds to violate Regulation G, Regulation U or X of the Board of Governors of the Federal Reserve System or any other regulation of the Authority or to violate the Securities Exchange Act of 1934, as amended, in each case as in effect on the date or dates of such Drawings or Advances and such use of proceeds.

*Section 7.22. Anti-Terrorism Laws.* (a) The Authority is not in violation of any Laws relating to terrorism or money laundering ("*Anti-Terrorism Laws*"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "*Executive Order*"), and the Patriot Act;

(i) The Authority is not any of the following:

(A) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(B) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(C) a Person with which the Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(D) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or

(E) a Person that is named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset



Control (“OFAC”) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list; and

(ii) to the best of the Authority’s knowledge, the Authority (A) does not conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (i) above, (B) does not deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (C) does not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempt to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

*Section 7.23. Trustee.* As of the Effective Date, U.S. Bank National Association is the duly appointed and acting Trustee.

*Section 7.24. Tax Status of Interest on Loans and Bank Note.* The Authority represents to the Lender that it has not taken any action, and to the best knowledge of any of the Authority’s Executive Director, Chief Deputy Director or Deputy Director for Finance & Administration no other Person has taken any action, which would cause interest on the Loans or the Bank Note to be includable in the gross income of the recipients thereof for federal income tax purposes.

## ARTICLE VIII

### COVENANTS OF THE AUTHORITY

So long as the Commitment is outstanding and until all Obligations shall have been paid in full, the Authority hereby covenants and agrees, to do the following, unless the Lender shall otherwise consent in writing:

*Section 8.1. Maintenance of Existence.* The Authority (a) shall maintain its existence pursuant to the laws of the State and (b) shall not liquidate or dissolve, or sell or lease or otherwise transfer or dispose of all or any substantial part of its property, assets or business, or combine, merge or consolidate with or into any other entity.

*Section 8.2. Reports, Certificates and Other Information.* The Authority shall furnish or cause to be furnished to the Lender copies of:

(a) *Annual Report.* As soon as available, but no later than (i) 240 days after the end of each Fiscal Year, the annual audited financial statements for the Authority together with (1) the opinion of the Authority’s independent accountants and (ii) 60 days after the end of each Fiscal Year, a certificate in the form attached hereto as Exhibit G-1 signed by the Authority’s duly appointed and acting Executive Director or Deputy Director for Finance & Administration (x) demonstrating compliance with Section 8.24 hereof and (y) stating that no Event of Default or Default has occurred, or if such Event

of Default or Default has occurred, specifying the nature of such Event of Default or Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default or Default.

(b) *Quarterly Certificate.* Within 30 days after and as of the end of each fiscal quarter of each Fiscal Year of the Authority, a certificate of the Authority setting forth the amount of gross sales tax receipts received for the immediately preceding fiscal quarter and the aggregate gross sales tax receipts for the current Fiscal Year year-to-date period and comparisons for the prior Fiscal Year quarter and the prior Fiscal Year year-to-date periods all as certified in a writing signed by the Authority's duly appointed and acting Executive Director or Deputy Director for Finance & Administration.

(c) *Budget.* As soon as available, but in any event not later than 60 days after the start of each Fiscal Year, the approved Budget for such Fiscal Year.

(d) *Trustee Notices.* As soon as available all notices, certificates, instruments, letters and written commitments in connection with Parity Debt provided to the Trustee other than those notices, certificates, instruments, letters and written commitments that relate solely to the routine issuance and payment of Parity Debt.

(e) *Notices of Resignation of the Trustee.* As promptly as practicable, after receiving notice, written notice to the Lender of any resignation of any Trustee.

(f) *Offering Memorandum and Material Event Notices.* (A) Within ten (10) days after the issuance of any securities by the Authority with respect to which a final official statement or other offering or disclosure document has been prepared by the Authority, (1) provide the Lender with a copy of such official statement or offering circular or (2) provide the Lender with notice that such information has been filed with EMMA and is publicly available; and (B) during any period of time the Authority is subject to continuing disclosure requirements under Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (17 C.F.R. Sec. 240-15c2-12), or any successor or similar legal requirement, immediately following any dissemination, distribution or provision thereof to any Person, (1) provide the Lender with a copy of any reportable event notice (as described in b(5)(i)(C) of Rule 15c2-12) disseminated, distributed or provided in satisfaction of or as may be required pursuant to such requirements or (2) provide the Lender with notice that such event notice has been filed with EMMA and is publicly available.

(g) *Notice of Default, Event of Default or Adverse Change.* (i) Promptly upon obtaining knowledge of any Default or Event of Default, or notice thereof, and within five days thereafter, a certificate signed by an Authorized Representative specifying in reasonable detail the nature and period of existence thereof and what action the Authority has taken or proposes to take with respect thereto; (ii) promptly following a written request of the Lender, a certificate of an Authorized Representative as to the existence or absence, as the case may be, of a Default or an Event of Default under this Agreement; and (iii) promptly upon obtaining knowledge of any "default" or "event of default" as

defined under any Bank Agreement, notice specifying in reasonable detail the nature and period of existence thereof and what action the Authority has taken or proposes to take with respect thereto.

(h) *Litigation.* As promptly as practicable, written notice to the Lender of all litigation served against the Authority and all proceedings before any court or governmental authority which could reasonably be expected to have a Material Adverse Effect or a Material Adverse Operational Effect.

(i) *Additional Debt.* Five (5) Business Days prior to the date of issuance and delivery of any additional Senior Lien Debt, Parity Debt or Subordinate Obligations, (1) written notice to the Lender of such issuance, including, without limitation, the aggregate principal amount of additional Senior Lien Debt, Parity Debt or Subordinate Obligations outstanding after such issuance and (2) a certificate demonstrating in reasonable detail that the Authority has complied with and is projected to comply with Section 8.13 hereof, including, without limitation, a copy of any certificate or materials required to be provided pursuant to Section 8.13 hereof. For the avoidance of doubt, this requirement shall not apply to the making of Advances or Loans hereunder.

(j) *Other Information.* Such other information regarding the business affairs, financial condition and/or operations of the Authority as the Lender may from time to time reasonably request.

The Authority will permit the Lender to disclose the information described in this Section 8.2 to any Participants or Noteholders hereunder.

*Section 8.3. Maintenance of Books and Records.* The Authority will keep proper books of record and account in which full, true and correct entries in accordance with the Authority's budget basis accounting principles and reporting practices will be made of all dealings or transactions in relation to its activities. All financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements, except as otherwise specifically prescribed herein. Except as provided in the immediately preceding sentence, in preparing any financial data or statements contemplated or referred to in this Agreement, the Authority shall not vary or modify the accounting methods or principles from the accounting standards employed in the preparation of its audited financial statements described in Section 7.12 hereof.

*Section 8.4. Access to Books and Records.* To the extent permitted by law, the Authority will permit any Person designated by the Lender (at the expense of the Lender, unless and until a Default or Event of Default has occurred, at which time it shall be at the expense of the Authority) to visit any of the offices of the Authority to examine the books and financial records (except books and financial records the examination of which by the Lender is prohibited by law or by attorney/client privilege), including minutes of meetings of any relevant governmental committees or agencies, and make copies thereof or extracts therefrom, and to

discuss the affairs, finances and accounts of the Authority with its principal officials, all at such reasonable times and as often as the Lender may reasonably request.

*Section 8.5. Compliance With Documents.* The Authority agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the Indenture and each of the other Program Documents to which it is a party, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety all of which shall be deemed to be made for the benefit of the Lender and shall be enforceable against the Authority. To the extent that any such incorporated provision permits the Authority or any other party to waive compliance with such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to the Authority or any other party, for purposes of this Agreement, such provision shall be complied with unless it is specifically waived by the Lender in writing and such document, opinion or other instrument and such event or condition shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Lender which shall only be evidenced by the written approval by the Lender of the same. Except as permitted by Section 8.15 hereof, no termination or amendment to such covenants and agreements or defined terms or release of the Authority with respect thereto made pursuant to the Indenture or any of the other Program Documents to which the Authority is a party, shall be effective to terminate or amend such covenants and agreements and defined terms or release the Authority with respect thereto in each case as incorporated by reference herein without the prior written consent of the Lender. Notwithstanding any termination or expiration of the Indenture or any such other Program Document to which the Authority is a party, the Authority shall, unless the Indenture or such other Program Document, as applicable, has terminated in accordance with its terms and has been replaced by a new Indenture or Program Document, as applicable, continue to observe the covenants therein contained for the benefit of the Lender until the termination of this Agreement. All such incorporated covenants shall be in addition to the express covenants contained herein and shall not be limited by the express covenants contained herein nor shall such incorporated covenants be a limitation on the express covenants contained herein.

*Section 8.6. Compliance With Law.* The Authority shall comply with and observe the obligations and requirements set forth in the Constitution of the State and in all statutes and regulations binding upon it, including without limitation, any relating to the Program Documents to which the Authority is a party.

*Section 8.7. Receipt and Deposit of Sales Tax Revenues.* The Authority shall use its best efforts to assure that the BOE pays the Sales Tax Revenues directly to the Trustee on a monthly basis; and if at any time any Sales Tax Revenues are paid to the Authority by the BOE instead of being paid directly to the Trustee, immediately upon receipt, the Authority shall transfer such Sales Tax Revenues to the Trustee to be held under the terms and provisions of the Indenture; and during such time as such Sales Tax Revenues are held by the Authority (prior to transfer to the Trustee), such Sales Tax Revenues will be impressed with a trust and held for the benefit of the Noteholders under the Indenture.

*Section 8.8. Further Assurances.* From time to time hereafter, the Authority will execute and deliver such additional instruments, certificates or documents, and will take all such actions as the Lender may reasonably request for the purposes of implementing or effectuating the provisions of the Program Documents to which the Authority is a party or for the purpose of more fully perfecting or renewing the rights of the Lender with respect to the rights, properties or assets subject to such documents (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by the Authority which may be deemed to be a part thereof). Upon the exercise by the Lender of any power, right, privilege or remedy pursuant to the Program Documents to which the Authority is a party which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, the Authority will, to the fullest extent permitted by law, execute and deliver all necessary applications, certifications, instruments and other documents and papers that the Lender may be required to obtain for such governmental consent, approval, registration, qualification or authorization. At any time, and from time to time, upon request by the Lender, the Authority will, at the Authority's expense, correct any defect, error or omission which may be discovered in the form or content of any of the Program Documents to which the Authority is a party or protect the Lender's interests, security, rights and remedies with respect to the Sales Tax Revenues or its security under the Indenture or hereunder. At all times, the Authority will defend, preserve and protect the pledge of certain funds pursuant to the Indenture and all the rights of the Lender hereunder and under the Indenture against all claims and demands of all Persons whatsoever.

*Section 8.9. No Impairment.* The Authority will neither take any action, nor cause the Trustee to take any action, under the Indenture or any Program Document which would materially adversely affect the rights, interests, remedies or security of the Lender under this Agreement or any other Program Document or which could result in a Material Adverse Effect or a Material Adverse Operational Effect; *provided* that modifications to the Indenture and/or Program Documents to allow the issuance of Debt or to provide the ability for Senior Lien Debt to be accelerated shall be deemed not to be adverse to the Lender's rights, interests, remedies or security so long as the Authority complies with Section 8.13 hereof with respect to such Debt.

*Section 8.10. Application of Loan Proceeds.* The Authority will not take or omit to take any action, which action or omission will in any way result in the proceeds from any Advance or Loan being applied in a manner inconsistent with the Act, the Ordinances and the Indenture.

*Section 8.11. Reserved.*

*Section 8.12. Trustee.* The Authority will not, without the prior written consent of the Lender, which consent shall not be unreasonably withheld, (a) remove, or seek to remove the Trustee; or (b) appoint or consent to the appointment of any successor Trustee thereto. The Authority shall at all times maintain a Trustee pursuant to the terms of the Indenture that is acceptable to the Lender.

*Section 8.13. Limitation on Additional Debt.* The Authority will not issue and/or incur any additional Senior Lien Debt, Parity Debt or Subordinate Obligations, unless (i) the Maximum Annual Debt Service Coverage Ratio after giving effect to the issuance of such

additional Senior Lien Debt, Parity Debt or Subordinate Obligations will be at least equal to 130%, (ii) with respect to Senior Lien Debt and Parity Debt, the Maximum Annual Debt Service Coverage Ratio after giving effect to the issuance of such additional Senior Lien Debt or Parity Debt will be at least equal to 150% and (iii) the Authority remains in compliance with the Program Documents and this Section 8.13. At least five (5) Business Days prior to the date of issuance of any Senior Lien Debt, Parity Debt or Subordinate Obligations, the Authority shall deliver to the Lender a certification executed by the Authority's duly appointed and acting Executive Director, Chief Deputy Director or Deputy Director for Finance & Administration as to compliance with all debt service coverage ratios that are required to be satisfied as a condition precedent to the issuance or incurrence of said Senior Lien Debt, Parity Debt or Subordinate Obligations. Notwithstanding the foregoing, the Authority will not issue any additional Senior Lien Debt, Parity Debt or Subordinate Obligations unless and until the following conditions have been satisfied: (i) no Event of Default shall have occurred and then be continuing (*provided, however*, that this clause (i) shall not preclude the Authority from issuing Senior Lien Debt, Parity Debt or Subordinate Obligations from and after the occurrence of an Event of Default if contemporaneously with the issuance of such indebtedness, this Agreement is terminated and all Obligations due and owing hereunder have been paid in full); (ii) the aggregate principal amount of Sales Tax Revenue Obligations authorized to be issued under the Ordinances and the Indenture, together with all outstanding Sales Tax Revenue Obligations, shall not in combination exceed any limitation imposed by the Ordinances or the Act; and (iii) the Authority shall have delivered to the Lender a certificate in the form attached hereto as Exhibit G-2 certifying that the Maximum Annual Debt Service Coverage Ratio after giving effect to the issuance of such additional Senior Lien Debt, Parity Debt or Subordinate Obligations will be at least equal to 130% with respect to Senior Lien Debt, Parity Debt and Subordinate Obligations and 150% with respect to Senior Lien Debt and Parity Debt. For the avoidance of doubt, the requirements of this Section 8.13 shall not apply to the making of Advances or Loans hereunder.

*Section 8.14. Maintenance of Tax-Exempt Status of Loans and Bank Note.* The Authority will not take any action or omit to take any action which, if taken or omitted, would adversely affect the exclusion of interest on the Loans or the Bank Note from gross income for purposes of federal income taxation or the exemption of such interest from State of California personal income taxes.

*Section 8.15. Amendments to Indenture and Program Documents.* The Authority will not amend or modify, or permit to be amended or modified the Indenture or any Program Document in a manner adverse to the Lender's rights, security or interests without the prior written consent of the Lender; *provided* that modifications to the Indenture and/or Program Documents to allow the issuance of Debt or to provide the ability for Senior Lien Debt to be accelerated shall be deemed not to be adverse to the Lender's rights, security or interests so long as the Authority complies with Section 8.13 hereof with respect to such Debt.

*Section 8.16. Ratings.* The Authority covenants and agrees that it shall at all times maintain at least two Authority Ratings from any of Fitch, Moody's or S&P. The Authority covenants and agrees that it shall not at any time withdraw or permit to be withdrawn any Authority Rating issued by any of Fitch, Moody's or S&P if the effect of such withdrawal would

be to cure a Default or an Event of Default under this Agreement or to decrease the Applicable Spread or Commitment Fee Rate.

*Section 8.17. Liens.* The Authority shall not, directly or indirectly, incur, create or permit to exist any Lien on the Sales Tax Revenues or all or any part of the security provided by the Indenture that is senior to or on a parity with the Lien created by the Indenture for the benefit of the Bank Note and the Obligations, other than (i) Liens created under and in accordance with the terms of the Indenture; (ii) the Liens created for the benefit of the Bank Note, the Obligations, Parity Debt, the Senior Lien Debt, the Subordinate Obligations and reimbursement obligations owed to the provider of credit enhancement supporting Senior Lien Debt or Subordinate Obligations that have heretofore or may hereafter be issued; and (iii) Liens which could not reasonably be expected to materially adversely affect the interests, rights, remedies or security of the Lender under this Agreement and the Bank Note. In no event shall Swap Termination Payments have a lien on the Sales Tax Revenues that is prior to or on a parity with the Lien securing the Parity Debt and the Reimbursement Obligations.

*Section 8.18. Sales Tax Related Laws.* In the event that (i) either Ordinance is determined by a court of competent jurisdiction to be invalid or unenforceable or (ii) a referendum or court proceeding challenging either Ordinance is initiated or filed, the effect of which is to disrupt the transfer of Sales Tax Revenues from the State Board of Equalization to the Trustee, the Authority shall (A) take all actions as may or shall be required to have such Ordinance acknowledged, reinstated or reapplied, as applicable, and (B) direct the State Board of Equalization to directly transmit all Sales Tax Revenues associated with the Ordinances to the Trustee for repayment of the Bank Note, Advances and Term Loans and the interest therein as and when due.

*Section 8.19. Substitute Credit Agreement or Refinancing.*

(a) The Authority agrees to use its commercially reasonable efforts to obtain a substitute Credit Agreement to replace this Agreement or otherwise refinance the Bank Note and pay all other Obligations hereunder in the event (i) the Lender determines not to extend the Commitment Expiration Date or if the Authority fails to request such an extension (such replacement or refinancing to occur on or before the Commitment Expiration Date) or (ii) this Agreement is terminated.

(b) The Authority agrees that any substitute Credit Agreement will require, as a condition to the effectiveness of the substitute Credit Agreement, that the provider of such substitute Credit Agreement provide funds to the extent necessary, on the date the substitute Credit Agreement becomes effective, for payment of all Obligations hereunder and under the Bank Note. On the effective date of such substitute Credit Agreement or refinancing, as the case may be, the Authority shall pay in full all other amounts due under this Agreement and the Bank Note (including, without limitation, all Excess Interest and unpaid interest thereon).

*Section 8.20. Incorporation from Bank Agreements.* (a) In the event that the Authority shall, directly or indirectly, enter into or otherwise consent to any credit agreement, liquidity

agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, bond purchase agreement, line of credit, or other agreement or instrument (or any amendment, supplement or other modification thereof) (each a “*Bank Agreement*”) under which, directly or indirectly, any Person or Persons undertake(s) to make or provide funds to the Authority or to make payment of, or to purchase or provide credit enhancement for bonds or notes of the Authority secured by or payable from the Sales Tax Revenues, and which such Bank Agreement provides such Person with any more favorable remedies, including, without limitation, more favorable rights of acceleration (collectively, the “*Additional Rights*”) than are provided to the Lender in this Agreement, such Additional Rights shall automatically be deemed to be incorporated into this Agreement and the Lender shall have the benefits of such Additional Rights; *provided, however*, that such Additional Rights shall automatically be deemed to be incorporated into this Agreement and the Lender shall have the benefits of such Additional Rights. Upon the request of the Lender, the Authority shall promptly enter into an amendment to this Agreement to include such Additional Rights, *provided* that the Lender shall maintain the benefit of such Additional Rights even if the Authority fails to provide such amendment. If the Authority shall amend the Bank Agreement such that it no longer provides for such Additional Rights, then, without the consent of the Lender, this Agreement shall automatically no longer contain the related Additional Rights and the Lender shall no longer have the benefits of any of the related Additional Rights.

(b) In the event that (i) the Authority shall enter into or otherwise consent to any Bank Agreement, which such Bank Agreement provides for any term or provision which permits any outstanding advance, loan or drawing to commence amortizing sooner or to amortize over a period shorter, in either case, than the time periods set forth Section 4.5 hereof (such earlier commencement or shorter amortization period, the “*Shorter Term Out Period*”), this Agreement shall automatically be deemed to be amended such that the time periods set forth in Section 4.5 hereof shall be such Shorter Term Out Periods. Upon the occurrence of the condition set forth in the immediately preceding sentence, the Authority shall promptly enter into an amendment to this Agreement such that the time periods set forth in Section 4.5 equal such Shorter Term Out Period, *provided* that the time periods set forth in Section 4.5 shall equal the Shorter Term Out Period regardless of whether this Agreement is amended. If the Authority shall amend the Bank Agreement such that it no longer provides for an earlier commencement of amortization or an amortization of the related advance, loan or drawing for a period less than the time periods set forth in Section 4.5, then, without the consent of the Lender, the time periods applicable to the commencement of amortization and the period of amortization shall once again equal the periods provided in Section 4.5 hereof.

*Section 8.21. Immunity from Jurisdiction.* To the fullest extent permitted by law, the Authority will not assert any immunity it may have as a public entity under the laws of the State of California from lawsuits with respect to this Agreement or the Bank Note. Any such suits shall be subject to all substantive and procedural requirements of California law.

*Section 8.22. Swap Contracts.* The Authority will not enter into any Swap Contract relating to Debt (i) wherein any termination payments thereunder are senior to or on parity with the payment of the Bank Note or any Obligations or (ii) which requires the Authority to post collateral to secure its obligations thereunder (other than a Lien on the Sales Tax Revenues and



except to the extent required by any law or regulation not in effect on the Effective Date), in each case, without the prior written consent of the Lender.

*Section 8.23. Use of Lender's Name.* Except as may be required by law (including, but limited to, federal and state securities laws), the Authority shall not use the Lender's name in any published materials (other than the Authority's staff reports, resolutions, annual statements, audited financial statements, rating agency presentations) without the prior written consent of the Lender (which consent shall not be unreasonably withheld); *provided* that, without the prior written consent of the Lender, the Authority may identify the Lender as a party to this Agreement, the amount of the Commitment, the expiration date of this Agreement and that the Authority's obligations under this Agreement are secured by the Sales Tax Revenues, in offering documents with respect to the Senior Lien Debt and the Subordinate Obligations, so long as no other information relating to the Agreement or the Lender is disclosed in such offering documents without the prior written consent of the Lender, which consent will not be unreasonably withheld; *provided, further*, that the Authority shall be permitted to file the Agreement with the California Debt and Investment Advisory Commission, with redactions that are reasonably satisfactory to the Lender.

*Section 8.24. Debt Service Coverage Ratio.* The Authority shall not permit the Debt Service Coverage Ratio to be less than 130% as of each Fiscal Year end.

*Section 8.25. Final Maturity Date.* The Authority shall not permit the final maturity date of any Senior Lien Debt, Parity Debt or Subordinate Obligations to be beyond the earliest of (i) the expiration date of the applicable provisions of Proposition B and Proposition K which permit the use of the Sales Tax Revenues to repay Senior Lien Debt, Parity Debt or Subordinate Obligations and (ii) March 1, 2034.

## ARTICLE IX

### DEFAULTS AND REMEDIES

*Section 9.1. Events of Default.* The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of law) shall be an "Event of Default" hereunder:

(a) (i) the Authority fails to pay, or cause to be paid, when due any principal of or interest on any Loan or (ii) the Authority fails to pay when due any Commitment Fee or any other Obligation (other than as described in clause (a)(i) hereof) and with respect to the payment obligations described in this clause (a)(ii), such failure shall continue for five (5) calendar days;

(b) any representation, warranty or statement made by or on behalf of the Authority herein or in any Program Document to which the Authority is a party or in any certificate delivered pursuant hereto or thereto shall prove to be untrue in any material respect on the date as of which made or deemed made; or any document, certificate or

statement of the Authority (including unaudited financial reports, budgets, projections and cash flows of the Authority) furnished to the Lender by or on behalf of the Authority in connection with the transactions contemplated hereby are materially inaccurate in light of the circumstances under which they were made and as of the date on which they were made;

(c) (i) the Authority fails to perform or observe any term, covenant or agreement contained in Sections 8.1, 8.2(i), 8.9, 8.10, 8.11, 8.12, 8.13, 8.15, 8.16, 8.17, 8.19(b), 8.21, 8.22, 8.24 or 8.25 hereof; (ii) the Authority fails to perform or observe any term, covenant or agreement contained in Sections 8.2(a), 8.2(b) and 8.2(c) and any such failure cannot be cured or, if curable, remains uncured for five (5) days after written notice thereof to the Authority; (iii) the Authority fails to perform or observe any term, covenant or agreement contained in Section 8.14 hereof for a period of two-hundred seventy (270) days after the occurrence of such failure; or (iv) the Authority fails to perform or observe any other term, covenant or agreement or the condition subsequent set forth in Section 2.4(c) hereof contained in this Agreement (other than those referred to in any other Event of Default in this Agreement) and any such failure cannot be cured or, if curable, remains uncured for thirty (30) days after the earlier to occur of (A) written notice thereof to the Authority or (B) an Authorized Representative having actual knowledge thereof;

(d) the Authority shall (i) default in any payment of any Debt (other than the Bank Note or the Loans) secured by a charge, lien or encumbrance on all or any portion of the Sales Tax Revenues that is senior to, or on a parity with, the Bank Note or the Loans, including, without limitation, Senior Lien Debt (“*Secured Debt*”), beyond the period of grace, if any, provided in the instrument or agreement under which such Secured Debt was created; (ii) default in any payment of any Debt secured by a charge, lien or encumbrance on all or any portion of the Sales Tax Revenues that is subordinate to the Bank Note and the Loans (“*Subordinate Secured Debt*”), beyond the period of grace, if any, provided in the instrument or agreement under which such Subordinate Secured Debt was created; (iii) default in the observance or performance of any agreement or condition relating to any Secured Debt or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to permit the holder or holders of such Secured Debt (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Secured Debt to become due prior to its stated maturity; or (iv) default in the observance or performance of any agreement or condition relating to any Subordinate Secured Debt or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Subordinate Secured Debt (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Subordinate Secured Debt to become due prior to its stated maturity;

(e) the occurrence of (i) an Incipient Invalidity Event or (ii) an Invalidity Event;

(f) any provision of the Indenture relating to the security for the Bank Note or the Obligations, the Authority's ability to pay the Obligations or perform its obligations hereunder or under the Bank Note or the interests, security, rights or remedies of the Lender, or any Program Document to which the Authority is a party or any material provision thereof shall cease to be in full force or effect, or the Authority or any Person acting by or on behalf of the Authority shall deny or disaffirm the Authority's obligations under the Indenture or any other Program Document to which the Authority is a party or any material provision thereof;

(g) a final judgment or order for the payment of money in excess of \$10,000,000 (in excess of the amount of proceeds of applicable insurance actually paid in satisfaction of such judgment) shall have been rendered against the Authority and such judgment or order shall not have been satisfied, stayed, vacated, discharged or bonded pending appeal within a period of sixty (60) days from the date on which it was first so rendered;

(h) (i) a debt moratorium, debt restructuring, debt adjustment or comparable restriction is imposed on the repayment when due and payable of the principal or interest on any Debt (including, without limitation, amounts due under any Bank Agreement) secured by a lien, charge or encumbrance upon the Sales Tax Revenues; (ii) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, the Authority seeks to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, termination, composition or other relief with respect to it or its debts (or the existence of the Authority is dissolved or terminated by any other means); (iii) the Authority seeks appointment of a receiver, trustee, custodian or other similar official for itself or for any substantial part of the Authority's property, or the Authority shall make a general assignment for the benefit of its creditors; (iv) there shall be commenced against the Authority any case, proceeding or other action of a nature referred to in clause (ii) above and the same shall remain undismissed; (v) there shall be commenced against the Authority any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal, within sixty (60) days from the entry thereof; (vi) a financial control board, or its equivalent, shall be imposed upon the Authority by a Governmental Authority; (vii) the Authority takes action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), (iii), (iv), (v) or (vi) above; or (viii) the Authority shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due;

(i) any of Fitch, Moody's or S&P shall have downgraded its Authority Rating below "Baa2" (or its equivalent), "BBB" (or its equivalent), or "BBB" (or its equivalent), respectively, or suspended or withdrawn its rating of the same for any credit-related reason (and such suspension or withdrawal is initiated by the respective rating agency);

(j) any default or other event shall occur under any indenture, agreement, instrument or other document pursuant to which any Secured Debt or Subordinate Secured Debt was issued or under any Bank Agreement related to any Secured Debt or Subordinate Secured Debt and such default or other event related to any of the foregoing shall continue for a period of time sufficient to permit the acceleration of the maturity or mandatory tender for purchase (resulting in the same being due and payable on the purchase date) or mandatory redemption of such Secured Debt prior to maturity or the acceleration of any obligations under any Bank Agreement (whether or not any such Secured Debt or Subordinate Secured Debt or any obligations under any such Bank Agreement are in fact accelerated or subject to mandatory tender for purchase or mandatory redemption);

(k) any "event of default" shall have occurred and be continuing under any Program Document beyond the expiration of any applicable grace period; or

(l) any funds or accounts or investments on deposit in, or otherwise to the credit of, any of the funds or accounts established pursuant to the Indenture, that have been pledged to or a lien granted thereon to secure the Bank Note or the Obligations, shall become subject to any writ, judgment, warrant or attachment, execution or similar process which shall not have been vacated, discharged, or stayed or bonded pending appeal within fifteen (15) days from the entry thereof.

*Section 9.2. Rights and Remedies upon Default.* (a) *Acceleration.* (i) Upon the occurrence of an Immediate Acceleration Event, the Bank Note and all Obligations hereunder shall automatically become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Authority (unless such automatic acceleration is waived by the Lender in writing);

(ii) Upon the occurrence of a Tier One Acceleration Event that has not been cured, by notice to the Authority, Lender may declare the Bank Note and all Obligations hereunder to be immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Authority and upon the Authority's receipt of any such notice of acceleration based upon a Tier One Acceleration Event, the Bank Note and all Obligations hereunder shall become immediately due and payable; and

(iii) Upon the occurrence of a Tier Two Acceleration Event, by notice to the Authority, Lender may declare the Bank Note and all Obligations hereunder to be due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Authority and upon the date that is two hundred seventy (270) calendar days after the date that Lender provides such notice of acceleration based

upon a Tier Two Acceleration Event to the Authority, unless such Tier Two Acceleration Event has been cured, the Bank Note and all Obligations hereunder shall become immediately due and payable on such date.

(b) Upon the occurrence of any Event of Default hereunder, the Lender may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(i) by written notice to the Authority, reduce the Available Commitment to zero and thereafter the Lender will have no further obligation to make Advances hereunder and the Commitment shall terminate;

(ii) either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by a court in any appropriate action or proceeding, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Program Documents or to enforce performance or observance of any obligation, agreement or covenant of the Authority under the Program Documents, whether for specific performance of any agreement or covenant of the Authority or in aid of the execution of any power granted to the Lender in the Program Documents;

(iii) cure any Default, Event of Default or event of nonperformance hereunder or under any Program Document; *provided, however*, that the Lender shall have no obligation to effect such a cure; and

(iv) exercise, or cause to be exercised, any and all remedies as it may have under the Program Documents and as otherwise available at law and at equity.

*Section 9.3. No Waiver.* No failure on the part of Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. No delay or omission by the Lender in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right, remedy or power or be construed to be a waiver of any default on the part of the Lender or to be acquiescence therein. No express or implied waiver by the Lender of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

*Section 9.4. Discontinuance of Proceedings.* In case the Lender shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Program Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Lender shall have the unqualified right so to do and, in such event, the Authority and the Lender shall be restored to their former positions with respect to the Obligations, the Program Documents and otherwise, and the rights, remedies, recourse and powers of the Lender hereunder shall continue as if the same had never been invoked.

**ARTICLE X**

**MISCELLANEOUS**

*Section 10.1. Evidence of Debt.* The Lender shall maintain in accordance with its usual practices an account or accounts evidencing the indebtedness resulting from each Advance, each Revolving Loan and each Term Loan made from time to time hereunder and the amounts of principal and interest payable and paid from time to time hereunder. In any legal action or proceeding in respect of this Agreement, the entries made in such account or accounts shall be conclusive evidence (absent manifest error) of the existence and amounts of the obligations therein recorded.

*Section 10.2. Amendments and Waivers.* No amendment or waiver of any provision of this Agreement nor consent to any departure by the parties hereto shall in any event be effective unless the same shall be in writing and signed by such parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

*Section 10.3. Addresses for Notices.* (a) Subject to Section 10.3(b) hereof, any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be mailed by first-class mail, registered or certified, return receipt requested, or express mail, postage prepaid, or sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by mailing (by first-class mail, registered or certified, return receipt requested, or express mail, postage prepaid) written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth below, or as to each party at such other address or numbers as shall be designated by such party in a written notice to the other parties.

The Authority:

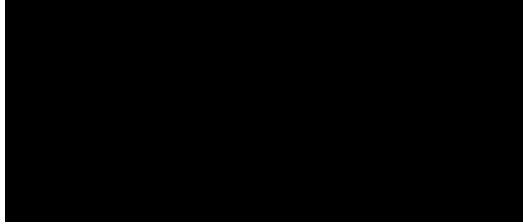
San Francisco County Transportation Authority



The Lender:

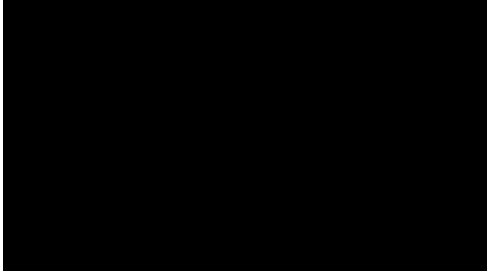
Wire instructions:

State Street Public Lending Corporation



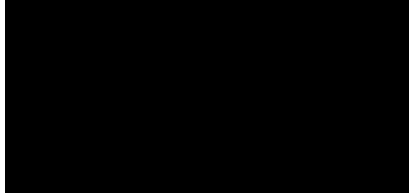
If to the Lender for Advances and Term Loans:

State Street Public Lending Corporation



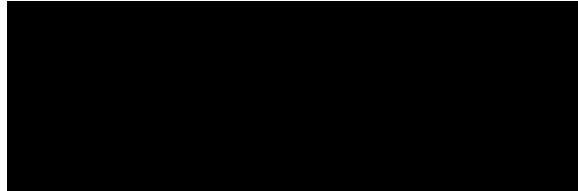
If to the Lender for all other matters:

State Street Public Lending Corporation



The Trustee:

U.S. Bank National Association



(b) *Electronic Communications.* Notices and other communications to the Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Lender. The Lender or the Authority may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, *provided* that approval of such procedures may be limited to particular notices or communications.

Unless the Lender otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

*Section 10.4. Survival of This Agreement.* All covenants, agreements, representations and warranties made in this Agreement shall survive the extension by the Lender of the Commitment and shall continue in full force and effect so long as the Commitment shall be unexpired or any sums drawn or due thereunder or any other obligations shall be outstanding and unpaid, regardless of any investigation made by any Person and so long as any amount payable hereunder remains unpaid. The agreement of the Authority to indemnify the Lender and each Indemnitee under Section 6.2 hereof shall continue in full force and effect notwithstanding a termination of the Commitment or the fulfillment of all Obligations. The obligations of the Authority under Sections 6.3 and 2.6(e) hereof shall also continue in full force and effect notwithstanding a termination of the Commitment or the fulfillment of all Obligations. Whenever in this Agreement the Lender is referred to, such reference shall be deemed to include the successors and assigns of the Lender and all covenants, promises and agreements by or on behalf of the Authority which are contained in this Agreement shall inure to the benefit of the successors and assigns of the Lender. The rights and duties of the Authority may not be assigned or transferred without the prior written consent of the Lender, and all obligations of the Authority hereunder shall continue in full force and effect notwithstanding any assignment by the Authority of any of its rights or obligations under any of the Program Documents or any entering into, or consent by the Authority to, any supplement or amendment to, or termination of, any of the Program Documents.

*Section 10.5. Severability.* Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

*Section 10.6. Governing Law; Waiver of Jury Trial; Jurisdiction and Venue.* (a) THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND APPLICABLE FEDERAL LAW, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAWS 5-1401 AND 5-1402); PROVIDED THAT THE DUTIES AND OBLIGATIONS OF THE AUTHORITY HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES. TO THE EXTENT THAT THE LENDER HAS GREATER RIGHTS OR REMEDIES UNDER FEDERAL LAW, THIS



SECTION WILL NOT BE DEEMED TO DEPRIVE THE LENDER OF SUCH RIGHTS AND REMEDIES AS MAY BE AVAILABLE UNDER FEDERAL LAW.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAWS, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE PROGRAM DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. IF AND TO THE EXTENT THAT THE FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL IS UNENFORCEABLE FOR ANY REASON IN SUCH FORUM, EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE ADJUDICATION OF ALL CLAIMS PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN STATE CODE OF CIVIL PROCEDURE SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ALL ISSUES IN SUCH REFERENCE, WHETHER FACT OR LAW. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND CONSENT AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS AND CONSENTS TO JUDICIAL REFERENCE FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT OR TO JUDICIAL REFERENCE UNDER STATE CODE OF CIVIL PROCEDURE SECTION 638 AS PROVIDED HEREIN.

(c) EACH OF PARTIES HERETO HEREBY IRREVOCABLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND ANY COURT IN THE STATE OF NEW YORK LOCATED IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION, SUIT OR PROCEEDING BROUGHT AGAINST OR BY IT IN CONNECTION WITH THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RELATED THERETO, AND THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD OR DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. THE PARTIES AGREE THAT A FINAL NONAPPEALABLE JUDGMENT IN ANY SUCH ACTION, SUIT OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE AND AGREE NOT TO ASSERT BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT THE PROGRAM DOCUMENTS OR THE SUBJECT MATTER THEREOF MAY NOT BE LITIGATED IN OR BY SUCH COURTS.

(d) In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

*Section 10.7. Successors and Assigns.*

(a) *Successors and Assigns Generally.* This Agreement is a continuing obligation and shall be binding upon the Authority, its successors, transferees and assigns and shall inure to the benefit of the holders of interests in the Bank Note and their respective permitted successors,

transferees and assigns. The Authority may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender. Notwithstanding anything to the contrary set forth herein, so long as no Event of Default shall have occurred and be continuing hereunder, State Street Public Lending Corporation may not assign its obligations to fund Advances and Loans pursuant to the terms of this Agreement without the prior written consent of the Authority (such consent not to be unreasonably withheld); *provided* that upon the occurrence and continuance of a Default or an Event of Default hereunder, the Lender may transfer its obligations under this Agreement to any Person (other than a natural Person) without the consent of, or notice to, the Authority. The Lender and each other Noteholder may, in its sole discretion and in accordance with applicable Law, from time to time assign, sell or transfer in whole or in part, its rights to receive payment from the Authority hereunder, its interest in the Bank Note and the other Program Documents without notice to, or the consent of, the Authority to a Person that is either (i)(A) an Affiliate of the Lender or (B) a trust or other custodial arrangement established by the Lender or an Affiliate of the Lender, the owners of any beneficial interest in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the 1933 Act, or “accredited investors” as defined in Rule 501 of Regulation D under the 1933 Act or (ii) a “qualified institutional buyers” as defined in Rule 144A promulgated under the 1933 Act, or “accredited investors” as defined in Rule 501 of Regulation D under the 1933 Act. Each Noteholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (b) of this Section. Each Noteholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (c) of this Section.

(b) *Participations.* The Lender shall have the right to grant participations in all or a portion of the Lender’s interest in the Bank Note and this Agreement to one or more other banking institutions; *provided, however,* that (i) no such participation by any such participant shall in any way affect the obligations of the Lender hereunder and (ii) the Authority and the Trustee shall be required to deal only with the Lender, with respect to any matters under this Agreement, the Bank Note and the other Program Documents and no such participant shall be entitled to enforce any provision hereunder against the Authority.

(c) Anything herein to the contrary notwithstanding, including, without limitation, Section 6.3 or 6.4 hereof, if any Participant or Noteholder shall incur increased costs or capital adequacy requirements as contemplated by Section 6.3 hereof or any taxes shall be imposed on the Participant or Noteholder pursuant to Section 6.4 hereof, and such increased costs or capital adequacy requirements or taxes are greater than those that the Lender would have incurred had it not granted a participation interest as provided for in Section 10.7(b) hereof or assigned or transferred its rights to receive payment under Section 10.7(a) hereof, as applicable, then the Authority shall not be obligated to pay to such Participant or Noteholder any portion of the cost or tax greater than that which the Authority would have paid under the provisions of Section 6.3 or 6.4 hereof, as applicable, had the Lender not granted such participation interest or made such assignment or transfer, as applicable.

Neither Lender nor any other Noteholder or Participant may assign or transfer any interest in the Bank Note except as set forth in this Section 10.7.

(d) *Certain Pledges.* The Lender may at any time pledge or grant a security interest in all or any portion of its rights under the Bank Note and this Agreement to secure obligations of the Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

*Section 10.8. No Setoff.* Notwithstanding anything to the contrary contained herein, the Lender, any Participant and any Noteholder hereby agrees that it will not assert any of its statutory or common law rights of setoff as the depository bank of the Authority in connection with the collection or repayment of any of the Obligations or any other obligation of the Authority owing to the Lender, any Participant or any Noteholder under this Agreement or the other Program Documents.

*Section 10.9. Headings.* Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

*Section 10.10. Counterparts.* This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, taken together, shall constitute but one and the same Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

*Section 10.11. Patriot Act.* The Lender hereby notifies the Authority that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Authority, which information includes the name and address of the Authority and other information that will allow the Lender to identify the Authority in accordance with the Patriot Act. The Authority hereby agrees that it shall promptly provide such information upon request by the Lender.

The Authority hereby represents and warrants and covenants and agrees (a) that it is not and shall not be listed on the Specially Designated Nationals and Blocked Person List or other

similar lists maintained by OFAC, the Authority of the Treasury or included in any Executive Orders, that prohibits or limits the Lender from making any advance or extension of credit to the Authority or from otherwise conducting business with the Authority and (b) to ensure that the proceeds of the Loans shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto.

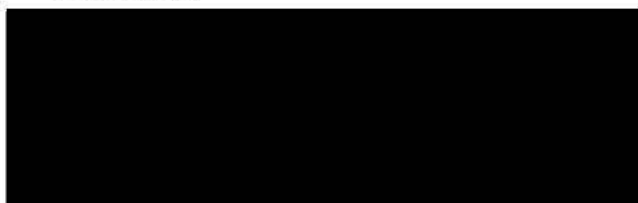
*Section 10.12. Dealing with the Authority and the Trustee.* The Lender and its affiliates may accept deposits from, extend credit to and generally engage in any kind of banking, trust or other business with the Authority and the Trustee regardless of the capacity of the Lender hereunder.

*Section 10.13. Acknowledge and Appointment as the Calculation Agent.* State Street Public Lending Corporation hereby acknowledges and accepts its appointment, and agrees to serve, as Calculation Agent during the tenor of this Agreement and acknowledges, accepts and agrees to all the duties and obligations of the Calculation Agent set forth herein.

**[The remainder of this page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

SAN FRANCISCO COUNTY TRANSPORTATION  
AUTHORITY



STATE STREET PUBLIC LENDING CORPORATION

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

SAN FRANCISCO COUNTY TRANSPORTATION  
AUTHORITY

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

STATE STREET PUBLIC LENDING CORPORATION



**EXHIBIT A**

**[FORM OF NOTE]**

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY  
SALES TAX REVENUES BANK NOTE (LIMITED TAX BOND)

\$140,000,000 Maximum Principal Amount

June 11, 2015

FOR VALUE RECEIVED, the undersigned, SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY (the “*Authority*”), hereby promises to pay to the order of STATE STREET PUBLIC LENDING CORPORATION, and its successors and assigns (the “*Lender*”), at its principal office at [REDACTED], in the manner and on the dates provided in the hereinafter defined Agreement in lawful money of the United States of America and in immediately available funds, the principal amount equal to the aggregate unreimbursed amount of the Advances and the related Loans made by the Lender pursuant to the Agreement not to exceed One Hundred Forty Million Dollars (\$140,000,000) and all other Obligations of the Authority under the Agreement. Terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Revolving Credit Agreement, dated as of June 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), by and between the Authority and the Lender, as from time to time in effect.

The Indenture creates a pledge of and lien on the Revenues to pay Reimbursement Obligations subordinate only to Senior Lien Debt. The Indenture also creates a pledge of and lien on the Revenues to pay Lender Fees and Expenses (as defined in the Indenture). Said pledge of Revenues to pay the Lender Fees and Expenses shall constitute Subordinate Obligations.

The Authority further promises to pay interest from the date hereof on the outstanding principal amount hereof and unpaid interest hereon from time to time at the rates and times and in all cases in accordance with the terms of the Agreement. The Lender may endorse its records relating to this Bank Note with appropriate notations evidencing the Advances under the Agreement and payments of principal hereunder as contemplated by the Agreement.

This Bank Note is issued pursuant to, is entitled to the benefits of, and is subject to, the provisions of the Agreement and that certain Second Amended and Restated Indenture, dated as of June 1, 2015, between the Authority and U.S. Bank National Association, as Trustee, as supplemented and amended from time to time, the Sales Tax Related Laws and the other Program Documents. The principal of this Bank Note is subject to prepayment in whole or in part in accordance with the terms of the Agreement.

The parties hereto, including the undersigned maker and all guarantors, endorsers and pledgors that may exist at any time with respect hereto, hereby waive presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Bank Note and assent to the extensions of the time of payment or forbearance or other indulgence without notice.

This Bank Note and the obligations of the Authority hereunder shall for all purposes be governed by and interpreted and determined in accordance with the laws of the State of California (excluding the laws applicable to conflicts or choice of law).

IN WITNESS WHEREOF, the Authority has caused this Bank Note to be signed in its name as an instrument by its duly authorized officer on the date and in the year first above written.

SAN FRANCISCO COUNTY TRANSPORTATION  
AUTHORITY

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



CERTIFICATE OF AUTHENTICATION

This Bank Note is the Note described in the Indenture mentioned herein.

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee

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

Date of Authentication: \_\_\_\_\_

TRANSACTIONS  
ON  
SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY  
SALES TAX REVENUES BANK NOTE

DATE	COMMITMENT	INTEREST RATE	AMOUNT OF PRINCIPAL PAID	DATE TO WHICH INTEREST PAID	NOTATION MADE BY
------	------------	------------------	--------------------------------	--------------------------------------	---------------------

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

---

Please insert Social Security or  
Taxpayer Identification Number of Transferee

/ \_\_\_\_\_ /

---

(Please print or typewrite name and address, including zip code, of Transferee)

---

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

---

attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

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

Signature Guaranteed:

---

NOTICE: Signature(s) must be guaranteed by a member or participant of a signature guarantee program

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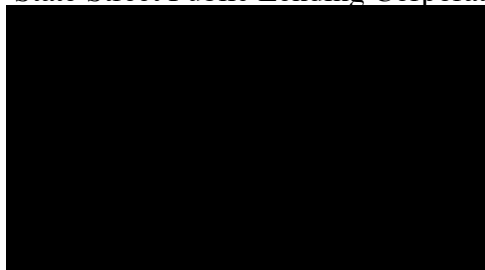
NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or change whatsoever.

**EXHIBIT B**

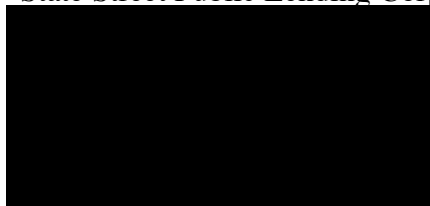
**[FORM OF REQUEST FOR ADVANCE]**

**REQUEST FOR ADVANCE AND REVOLVING LOAN**

State Street Public Lending Corporation



State Street Public Lending Corporation



Ladies and Gentlemen:

The undersigned, an Authorized Representative, refers to the Revolving Credit Agreement, dated as of June 1, 2015 (together with any amendments or supplements thereto, the “*Agreement*”), by and between the San Francisco County Transportation Authority (the “*Authority*”) and State Street Public Lending Corporation (the “*Lender*”) (the terms defined therein being used herein as therein defined) and hereby requests, pursuant to Section 2.3 of the Agreement, that the Lender make an Advance under the Agreement, and in that connection sets forth below the following information relating to such Advance (the “*Proposed Advance*”):

1. The Business Day of the Proposed Advance is \_\_\_\_\_, 20\_\_ (the “*Advance Date*”), which is at least three London Business after the date hereof.
  
2. The principal amount of the Proposed Advance is \$\_\_\_\_\_, which is not greater than the Available Commitment as of the Advance Date set forth in 1 above.
  
3. The aggregate amount of the Proposed Advance shall be used solely for the payment of **[[Costs of a Project]]** or **[costs of issuance in connection with this Agreement]** or **[any other purpose permitted under the Act]**.

4. The interest rate with respect to the Proposed Advance shall be the LIBOR Rate.

5. After giving effect to the Proposed Advance, the aggregate principal amount of all Loans outstanding under the Agreement will not exceed the Available Commitment.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the Advance Date, before and after giving effect thereto:

(a) the undersigned is an Authorized Representative;

(b) the representations and warranties of the Authority set forth in Article VII of the Agreement shall be true and correct in all material respects on the date hereof and on such Advance Date as though made on the date hereof and on the date of Advance Date (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation or warranty will be true and correct as of such earlier date);

(c) no Default or Event of Default shall have occurred and be continuing on such Advance Date;

(d) no Material Adverse Change nor any Material Adverse Operational Effect shall have occurred on or before such Advance Date;

(e) the Commitment and the obligation of the Lender to make an Advance under the Agreement shall not have terminated pursuant to Section 9.2 of the Agreement or pursuant to Section 2.7 of the Agreement; and

(f) the Authority has provided or will provide the following to the Lender on or before the Advance Date:

(i) an opinion of Bond Counsel dated the Advance Date as to the exclusion of interest on the requested Advance and the related Loans from gross income for federal income tax purposes, in form and substance satisfactory to the Lender and as to the validity and enforceability with respect to the Authority of this Agreement, the Bank Note and the Indenture;

(ii) an executed Supplemental Tax Certificate; and

(iii) evidence that an IRS Form 8038-G has been duly completed by the Authority and signed by the Authority

The Proposed Advance shall be made by the Lender by wire transfer of immediately available funds to the undersigned in accordance with the instructions set forth below:

**[Insert wire instructions]**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Very truly yours,

SAN FRANCISCO COUNTY TRANSPORTATION  
AUTHORITY

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

cc: U.S. Bank National Association, as trustee

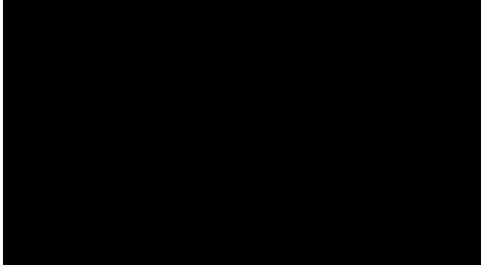
**EXHIBIT C**

**[FORM OF REQUEST FOR EXTENSION]**

**REQUEST FOR EXTENSION**

**[Date]**

State Street Public Lending Corporation



State Street Public Lending Corporation



Ladies and Gentlemen:

Reference is made to the Revolving Credit Agreement dated as of June 1, 2015 (together with any amendments or supplements thereto, the “*Agreement*”) by and between the undersigned, the San Francisco County Transportation Authority (the “*Authority*”) and State Street Public Lending Corporation (the “*Lender*”). All terms defined in the Agreement are used herein as defined therein.

The Authority hereby requests, pursuant to Section 2.8 of the Agreement, that the Commitment Expiration Date with respect to the Available Commitment as of the date hereof be extended by one year to \_\_\_\_\_, \_\_\_\_\_. Pursuant to such Section 2.8, we have enclosed with this request the following information:

1. A reasonably detailed description of any and all Defaults that have occurred and are continuing;

2. Except as set forth in the response to 1 above, confirmation that all representations and warranties of the Authority as set forth in Article VII of the Agreement and each Program Document are true and correct as though made on the date hereof and that no Default or Event of Default has occurred and is continuing on the date hereof; and

3. Any other pertinent information previously requested by the Lender.

The Lender is asked to notify the Authority of its decision with respect to this request within 60 days of the date of receipt hereof. If the Lender fails to notify the Authority of the Lender’s decision within such 60-day period, the Lender shall be deemed to have rejected such request.

Very truly yours,

SAN FRANCISCO COUNTY TRANSPORTATION  
AUTHORITY

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

cc: U.S. Bank National Association, as trustee

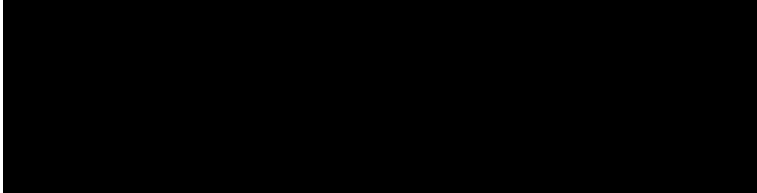


**EXHIBIT D**

**[FORM OF NOTICE OF TERMINATION]**

**NOTICE OF TERMINATION**

San Francisco County Transportation Authority



Ladies and Gentlemen:

We refer to the Revolving Credit Agreement dated as of June 1, 2015 (together with any amendments or supplements thereto, the “*Agreement*”), by and between the San Francisco County Transportation Authority (the “*Authority*”) and the undersigned, State Street Public Lending Corporation. Any term below which is defined in the Agreement shall have the same meaning when used herein.

We hereby notify you that an Event of Default has occurred under Section 9.1\_\_ of the Agreement. As a result, unless and until you have been advised otherwise by us:

1. The Available Commitment [**has been automatically**]/[is hereby] reduced to \$0.00 and the Lender has no further obligation to make Advances under the Agreement; and
2. The Commitment [**has been automatically**]/[is] terminated and will no longer be reinstated.

IN WITNESS WHEREOF, we have executed and delivered this Notice as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Very truly yours,

STATE STREET PUBLIC LENDING CORPORATION

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

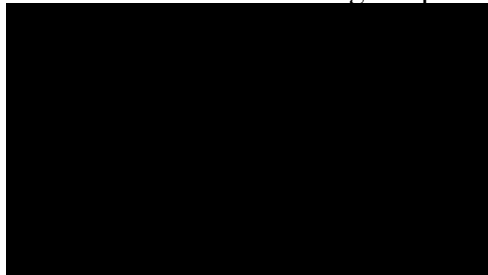
EXHIBIT E

[FORM OF NOTICE OF TERMINATION OR REDUCTION]

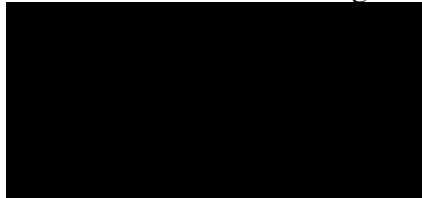
NOTICE OF TERMINATION OR REDUCTION

[Date]

State Street Public Lending Corporation



State Street Public Lending Corporation



Ladies and Gentlemen:

Re: Revolving Credit Agreement dated as of June 1, 2015

The San Francisco County Transportation Authority (the “*Authority*”), through its undersigned, an Authorized Representative, hereby certifies to State Street Public Lending Corporation (the “*Lender*”), with reference to the Revolving Credit Agreement dated as of June 1, 2015 (together with any amendments or supplements thereto, the “*Agreement*”), by and between the Authority and the Lender (the terms defined therein and not otherwise defined herein being used herein as therein defined):

**[(1) The Authority hereby informs you that the Commitment is terminated in accordance with the Agreement.]**

OR

**[(1) The Authority hereby informs you that the Available Commitment is reduced from [insert amount as of the date of Certificate] to [insert new amount], such reduction to be effective on \_\_\_\_\_.]**

IN WITNESS WHEREOF, the Authority has executed and delivered this Notice this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

SAN FRANCISCO COUNTY TRANSPORTATION  
AUTHORITY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

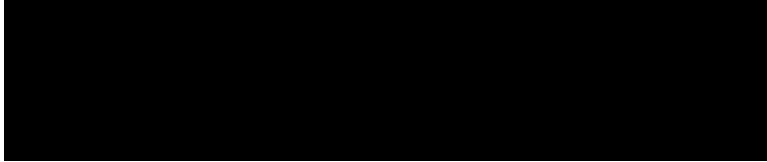
**EXHIBIT F**

**[FORM OF NOTICE OF EXTENSION]**

**NOTICE OF EXTENSION**

**[Date]**

San Francisco County Transportation Authority



Ladies and Gentlemen:

We hereby notify you that pursuant to Section 2.8 of the Revolving Credit Agreement, dated as of June 1, 2015, by and between the San Francisco County Transportation Authority (the “*Authority*”) and the undersigned, State Street Public Lending Corporation (the “*Lender*”), the Commitment Expiration Date with respect to the Commitment as of the date hereof shall be extended \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_. Your acknowledgment hereof shall be deemed to be your representation and warranty that all your representations and warranties contained in Article VII of the Agreement and each other Program Document are true and correct and will be true and correct as of the date hereof and that no Default or Event of Default has occurred and is continuing.

Very truly yours,

STATE STREET PUBLIC LENDING CORPORATION

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

cc: U.S. Bank National Association, as trustee

Acknowledged as of \_\_\_\_\_, \_\_\_\_\_ by

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT G-1**

**[FORM OF COMPLIANCE CERTIFICATE]**

**CERTIFICATE OF THE  
SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY**

Pursuant to Section 8.2(a) of that certain Revolving Credit Agreement, dated as of June 1, 2015 (the “*Agreement*”), by and between the San Francisco County Transportation Authority (the “*Authority*”) and State Street Public Lending Corporation, the undersigned hereby certifies as follows:

1. The Debt Service Coverage Ratio for the Fiscal Year ended \_\_\_\_\_, 20[\_\_\_] is calculated as follows:

- [A] Sales Tax Revenues for Fiscal Year referenced above: \$ \_\_\_\_\_
- [B] Annual Debt Service for Fiscal Year referenced above on account of all Sales Tax Revenue Obligations: \$ \_\_\_\_\_
- [C] Debt Service Coverage Ratio ([A]/[B]): \_\_\_\_\_


2. [As of the date hereof, no Event of Default or Default has occurred.] [The following Event of Default or Default has occurred:

\_\_\_\_\_  
\_\_\_\_\_] <sup>1</sup>

Capitalized terms used herein have the definitions assigned to them in the Agreement

IN WITNESS WHEREOF, I have executed this certificate this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_].

SAN FRANCISCO COUNTY  
TRANSPORTATION AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_  


<sup>1</sup> Specify the nature of such Event of Default or Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default or Default

EXHIBIT G-2

[FORM OF COMPLIANCE CERTIFICATE]

CERTIFICATE OF THE  
SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

Pursuant to Section 8.13 of that certain Revolving Credit Agreement, dated as of June 1, 2015 (the "Agreement"), by and between the San Francisco County Transportation Authority (the "Authority") and State Street Public Lending Corporation, the undersigned hereby certifies as follows:

1. The Maximum Annual Debt Service Coverage Ratio as of \_\_\_\_\_, 20[\_\_\_] with respect to Parity Debt, Senior Lien Debt and Subordinate Obligations is calculated as follows:

[A] Sales Tax Revenues for any twelve (12) consecutive months out of \$\_\_\_\_\_ the most recently ended eighteen (18) consecutive months immediately preceding:

[B] Maximum Annual Debt Service on (i) all Advances, Loans, Parity Debt, Senior Lien Debt and Subordinate Obligations then Outstanding and (ii) the additional Advances, Loans, Parity Debt, Senior Lien Debt or Subordinate Obligations proposed to be issued: \$\_\_\_\_\_

[C] Maximum Annual Debt Service Coverage Ratio ([A]/[B]): \_\_\_\_\_

**2. The Maximum Annual Debt Service Coverage Ratio as of \_\_\_\_\_, 20[\_\_\_] with respect to Parity Debt and Senior Lien Debt is calculated as follows:**

**[A] Sales Tax Revenues for any twelve (12) consecutive months out of \$\_\_\_\_\_ of the most recently ended eighteen (18) consecutive months immediately preceding:**

**[B] Maximum Annual Debt Service on (i) all Advances, Loans, Parity Debt and Senior Lien Debt then Outstanding and (ii) the additional Advances, Loans, Parity Debt or Senior Lien Debt proposed to be issued: \$\_\_\_\_\_**

**[C] Maximum Annual Debt Service Coverage Ratio ([A]/[B]): \_\_\_\_\_**

3. As the date hereof, no Event of Default has occurred or is continuing.

Capitalized terms used herein have the definitions assigned to them in the Reimbursement Agreement







Dated as of the date first above written.

SAN FRANCISCO COUNTY TRANSPORTATION  
AUTHORITY

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

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**The enclosed electronic (PDF) document has been created by scanning an original paper document. Optical Character Recognition (OCR) has been used to create searchable text. OCR technology is not perfect, and therefore some words present in the original document image may be missing, altered or may run together with adjacent words in the searchable text.**

***REVOLVING CREDIT AGREEMENT***

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REVOLVING CREDIT AGREEMENT

dated as of June 1, 2015

by and between

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

and

STATE STREET PUBLIC LENDING CORPORATION

Relating to

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY  
SALES TAX REVENUES BANK NOTE (LIMITED TAX BOND)

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## REVOLVING CREDIT AGREEMENT

THIS REVOLVING CREDIT AGREEMENT, dated as of June 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is entered into by and between the SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY, a public entity duly organized and existing under and by virtue of the laws of the State of California (the “*Authority*”) and STATE STREET PUBLIC LENDING CORPORATION, and its successors and permitted assigns (the “*Lender*”).

### RECITALS

WHEREAS, the Authority wishes to obtain a revolving line of credit (the “*Line of Credit*”) from the Lender hereunder and the Lender is willing, upon the terms and subject to the conditions set forth below, to provide the Line of Credit to the Authority to pay for or refinance capital expenditures in the Expenditure Plan (as hereinafter defined), costs of issuance in connection with this Agreement or for any other purpose permitted under the Act, the Ordinances and the Indenture (each as hereinafter defined); and

WHEREAS, all obligations of the Authority to repay the Lender for extensions of credit made by the Lender under the Line of Credit and to pay all other amounts payable to the Lender arising under or pursuant to this Agreement or the Bank Note (as hereinafter defined) to be issued to the Lender hereunder are created under and will be evidenced by this Agreement and the Bank Note. The Reimbursement Obligations (as hereinafter defined) hereunder will be secured by a pledge of and lien on the Sales Tax Revenues (as hereinafter defined) of the Authority on a parity with the Authority’s Parity Debt (as hereinafter defined) now existing or hereafter incurred and the Obligations (as hereinafter defined) (other than Reimbursement Obligations) hereunder will be secured by a pledge of and lien on the Sales Tax Revenues (as hereinafter defined) of the Authority on a subordinate basis to the Authority’s Parity Debt. The Authority herein covenants to pay all Obligations (as hereinafter defined) to the Lender from the Sales Tax Revenues;

NOW, THEREFORE, in consideration of the foregoing Recitals and other consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lender to extend to the Authority the Line of Credit, the Authority and the Lender hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

*Section 1.1. Definitions.* In addition to the terms defined in the recitals and elsewhere in this Agreement and the Indenture, the following terms shall have the following meanings:

“*Act*” means the Bay Area County Traffic and Transportation Funding Act, Division 12.5 (Section 131000 *et seq.*) of the Public Utilities Code of the State of California, as now in effect.

“*Advance*” means a Revolving Loan requested by the Authority under the Commitment and the terms hereof to pay for or refinance capital expenditures in the Expenditure Plan, costs of issuance in connection with this Agreement or for any other purpose permitted under the Act, Ordinances and/or the Indenture.

“*Advance Date*” means the date on which the Lender honors a Request for Advance and makes the funds requested available to the Authority hereunder.

“*Affiliate*” means, as to any Person, a corporation, partnership, association, agency, authority, instrumentality, joint venture, business trust or similar entity organized under the laws of any state that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

“*Agreement*” has the meaning set forth in the introductory paragraph hereof.

“*Amortization End Date*” means the earlier to occur of (A) the fifth (5th) anniversary of the Commitment Expiration Date; and (B) the date on which the Term Loan has been accelerated in accordance with Section 9.2 hereof.

“*Amortization Payment*” has the meaning set forth in Section 4.5 hereof.

“*Amortization Payment Date*” means (a) the Initial Amortization Payment Date and each three-month anniversary of the Initial Amortization Payment Date occurring thereafter which occurs prior to the Amortization End Date and (b) the Amortization End Date.

“*Amortization Period*” has the meaning set forth in Section 4.5 hereof.

“*Annual Debt Service*” means the aggregate amount, without duplication, of principal and interest on all Senior Lien Debt, all Parity Debt and all Subordinate Obligations due and payable in the related Fiscal Year. For purposes of calculating Annual Debt Service, the following assumptions shall be utilized to calculate the principal and interest becoming due in any Fiscal Year:

(1) in determining the principal amount due on Advances and the related Loans in each Fiscal Year, the following assumptions shall be utilized:

(a) there shall be deemed to be principal outstanding on all Advances and the related Loans in an aggregate amount equal to the Available Commitment plus an amount equal to any outstanding Advances and the related Loans;

(b) the principal amount due on all Advances and the related Loans in each Fiscal Year shall be assumed to be amortized in substantially equal annual installments of principal and interest over a term of twenty-five (25) years or, if less, the remaining term of the Expenditure Plan and any amounts currently constituting a Term Loan shall amortize in accordance with Section 4.5 hereof, commencing in the year in which the annual debt service is being calculated and

the interest on all Advances and the related Revolving Loans shall be calculated at an interest rate equal to the LIBOR Index Rate as of the date of determination and the interest on the Term Loan shall be calculated at an interest rate equal to the Lender Rate as of the date of determination;

(c) there shall be deemed to be no Obligations (other than Reimbursement Obligations) outstanding hereunder.

(2) in determining the principal amount due in each Fiscal Year on all debt other than Advances and the related Loans, payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made in accordance with any amortization schedule established for such debt, including any mandatory sinking account payments or any scheduled redemption or payment on the basis of accreted value (as such term is defined in the document pursuant to which such debt was issued or incurred), and for such purpose, the redemption payment or payment of accreted value shall be deemed a principal payment and interest that is compounded and paid as accreted value shall be deemed due on the scheduled redemption or payment date of such debt;

(3) if any debt constitutes Variable Rate Indebtedness (except to the extent subsection (1) or (5) applies), the interest rate on such debt shall be calculated at the greatest of: (a) the annual average of the SIFMA Municipal Swap Index for the ten years preceding the date of calculation plus two percent (2%) per annum, (b) the most recently-determined SIFMA Municipal Swap Index as of the date of calculation, and (c) five and one-half percent (5.5%) per annum; provided that if such Variable Rate Indebtedness has been issued in connection with an interest rate swap agreement, the interest rate for computing Annual Debt Service shall be determined by (x) calculating the annualized net amount paid by the Authority under such Variable Rate Indebtedness and interest rate swap agreement (after giving effect to payments made under the Variable Rate Indebtedness and made and received by the Authority under such interest rate swap agreement) during the twelve (12) months ending with the month preceding the date of calculation or such shorter period as such interest rate swap agreement shall have been in effect, and (y) dividing the amount calculated in clause (x) by the average daily balance of the related debt during the period contemplated by clause (x);

(4) if any debt proposed to be issued constitutes Variable Rate Indebtedness (except to the extent subsection (5) applies), then such debt shall be assumed to bear interest at an interest rate equal to the greatest of (a) the annual average of the SIFMA Municipal Swap Index for the ten years preceding the date of calculation plus two percent (2%) per annum, (b) the most recently-determined SIFMA Municipal Swap Index as of the date of calculation, and (c) five and one-half percent (5.5%) per annum; *provided* that if such Variable Rate Indebtedness will be issued in connection with an interest rate swap agreement, the interest rate for computing Annual Debt Service shall be determined by (x) calculating the net amount to be paid by the Authority under such Variable Rate Indebtedness and interest rate swap agreement (after giving effect to payments made under the Variable Rate Indebtedness and made and received by the Authority under such

interest rate swap agreement) and for purposes of this proviso to subsection (4) any variable rate of interest agreed to be paid under the interest rate swap agreement shall be deemed to be the rate at which the related debt shall be assumed to bear interest, and (y) dividing the amount calculated in clause (x) by the average daily amount of the related debt to be outstanding during the first year after issuance of such debt;

(5) if any debt features an option, on the part of the owners thereof or an obligation under the terms of such debt, to tender all or a portion of such debt to the Authority, the Trustee, or other fiduciary or agent and requires that such debt or portion thereof be purchased if properly presented, then for purposes of determining the amounts of principal and interest due in any Fiscal Year on such debt payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made in accordance with the amortization schedule set forth in such debt or in the letter of credit or standby bond purchase agreement or standby note purchase agreement or line of credit entered into in connection with such debt, or if no such amortization schedule is set forth, then such debt shall be deemed to be amortized in substantially equal annual installments of principal and interest over a term of twenty-five (25) years or, if less, the remaining term of the Expenditure Plan, commencing in the year in which such debt was first subject to tender, interest to be calculated at an assumed interest rate equal to the average of The Bond Buyer Revenue Bond Index during the twelve (12) months ending with the month preceding the date of calculation.

(6) if any fixed to floating interest rate swap agreement is in effect with respect to, and is payable on a parity with the debt to which such interest rate swap agreement relates (which debt is not Variable Rate Indebtedness), the interest rate of such debt shall be calculated as follows: (a) if such interest rate swap is in effect on the date of calculation, the interest rate shall be calculated in the same manner as is specified in subsection (3) above; and (b) if such interest rate swap agreement is not in effect on the date of such calculation, the interest rate shall be calculated in the same manner as is specified above in subsection (4) above;

(7) principal and interest payments shall be excluded to the extent such payments are to be paid from amounts then currently on deposit with the Trustee or other fiduciary in escrow specifically therefor and to the extent that such interest payments are to be paid from the proceeds of Senior Lien Debt, Parity Debt and Subordinate Obligations held by the Trustee or other fiduciary as capitalized interest specifically to pay such interest by the Trustee or other fiduciary.

*“Anti-Terrorism Laws”* has the meaning set forth in Section 7.22 hereof.

*“Applicable Factor”* means [REDACTED]

*“Applicable Law”* means (i) all applicable common law and principles of equity and (ii) all applicable provisions of all (A) constitutions, statutes, rules, regulations and orders of all

governmental and non-governmental bodies, (B) Governmental Approvals and (C) orders, decisions, judgments and decrees of all courts (whether at law or in equity) and arbitrators.

*“Applicable Spread”*

[Redacted]

[Redacted]

[Redacted]

*"Authority Rating"* means the long-term unenhanced ratings (without regard to any bond insurance policy or credit enhancement) assigned by each of Moody's, Fitch and S&P to the Authority's Senior Lien Debt; *provided, however*, in the event that there is no Senior Lien Debt outstanding or no rating assigned by Moody's, Fitch or S&P to any Senior Lien Debt, Authority Rating shall mean the Authority's "issuer credit rating."

*"Authority"* has the meaning set forth in the introductory paragraph hereof.

*"Authorized Representative"* means the Executive Director of the Authority, its Chief Deputy Director, its Deputy Director for Finance and Administration or any other person designated by the Executive Director of the Authority and who has been identified in an Authorized Representative Certificate delivered to the Lender and whose signature has likewise been certified to the Lender.

*"Authorized Representative Certificate"* means the certificate substantially in the form of Exhibit H hereto.

*"Available Commitment"* means an initial amount equal to \$140,000,000 and, thereafter, on any date, such initial amount adjusted from time to time as follows: (a) downward in an amount equal to any Advance and the related Revolving Loan in respect of such Advance made to the Authority under the Commitment, as applicable; (b) upward in an amount equal to the principal amount of any Revolving Loan that is repaid or prepaid in the manner provided herein; (c) downward in an amount equal to any reduction thereof effected pursuant to Section 2.7 or Section 9.2(a)(iii) hereof; and (d) downward to zero upon the expiration or termination of the Available Commitment in accordance with the terms hereof; *provided, that*, after giving effect to any of the foregoing adjustments the Available Commitment shall never exceed \$140,000,000 at any one time.

*"Bank Agreement"* has the meaning set forth in Section 8.20 hereof.

*"Bank Note"* means the Authority's Sales Tax Revenues Bank Note (Limited Tax Bond) payable to the order of the Lender in the principal amount of the Available Commitment on the Effective Date to evidence and secure the Obligations, such note to be executed by the Authority and delivered by the Authority to the Lender on the Effective Date in the form of Exhibit A attached hereto with appropriate insertions. All Obligations shall be made against the Bank Note.

*"Bankruptcy Code"* means the federal Bankruptcy Code of 1978, as it may be amended from time to time (Title 11 of the United States Code), and any successor statute thereto.

*"Base Rate"*

change is effective for the Lender's purposes). Each determination of the Base Rate by the Lender will be conclusive and binding on the Authority, absent manifest error.

"*BOE*" has the meaning set forth in the Indenture.

"*BOE Contract*" means that certain Agreement for State Administration of District Transactions and Use Taxes dated as of February 16, 1990, between the Authority and the State Board of Equalization of the State of California, together with the letter providing an irrevocable direction to such Board to deposit Sales Tax Revenues with the Trustee.

"*Bond Counsel*" means Nixon Peabody LLP or another nationally recognized bond counsel firm selected by the Authority.

"*Budget*" means the annual budget of the Authority.

"*Business Day*" means any day other than (i) a Saturday, Sunday or (ii) a day on which banks in San Francisco, California, New York, New York or Boston, Massachusetts, are required or authorized by law to be closed, or (iii) a day on which the office of the Lender where Requests for Advances are to be presented hereunder is required or authorized by law to be closed.

"*Calculation Agent*" means State Street Public Lending Corporation and its permitted successors and assigns.

"*Capital Lease Obligations*" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"*Change in Law*" means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation, any Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all written requests, rules, ruling, guidelines, regulations or directives thereunder or issued in connection therewith by a Governmental Authority and (ii) all written requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"*Code*" means the Internal Revenue Code of 1986, as amended, and, where appropriate any statutory predecessor or any successor thereto.



“*Commitment*” means the agreement of the Lender pursuant to Section 2.1 hereof to make Advances under the terms hereof for the account of the Authority for the purpose of providing funds to pay for capital expenditures in the Expenditure Plan, costs of issuance in connection with this Agreement or for any other purpose permitted under the Act, the Ordinances and/or the Indenture.

“*Commitment Expiration Date*” means June 8, 2018, unless extended or earlier terminated as provided herein.

“*Commitment Fee*” has the meaning set forth in Section 2.6(a) hereof.

“*Commitment Fee Rate*” has the meaning set forth in Section 2.6(a) hereof.

“*Computation Date*” means the second London Business Day preceding each applicable Rate Reset Date.

“*Conversion Date*” means the date on which a Revolving Loan is converted to a Term Loan pursuant to Article IV hereof.

“*County*” has the meaning set forth in the Indenture.

“*Credit Agreement*” has the meaning set forth in the Indenture.

“*Debt*” of any Person means at any date and without duplication, (i) all obligations of such Person for borrowed money, and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (ii) all direct or contingent obligations of such Person arising under letters of credit, bankers’ acceptances, bank guaranties, surety bonds and similar instruments, (iii) Capital Lease Obligations, (iv) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business (including, without limitation, accounts payable to construction contractors and other professionals for services rendered), (v) all indebtedness of others secured by a lien on any asset of such Person, whether or not such indebtedness is assumed by such Person, (vi) all indebtedness of others guaranteed by, or secured by any of the revenues or assets of, such Person and (vii) all payment obligations of such Person under any Swap Contract.

“*Debt Service Coverage Ratio*” means, as of the last day of each Fiscal Year for the Fiscal Year ending on such date, the ratio of (i) the sum for such period of all Sales Tax Revenues to (ii) the Annual Debt Service for such period, calculated without using the principles and assumptions set forth under the definition of Annual Debt Service. The Debt Service Coverage Ratio shall be expressed as a percentage.

“*Default*” means any event or condition which, with notice, the passage of time or any combination of the foregoing, would constitute an Event of Default.

“Default Rate” [REDACTED]

“*Determination of Taxability*” means and shall be deemed to have occurred on the first to occur of the following:

(i) the date when the Authority files with the Internal Revenue Service any statement, supplemental statement or other tax schedule, return or document which admits or discloses that an Event of Taxability shall have in fact occurred;

(ii) the date when the Lender has received written notification from the Authority, supported by a written opinion by an attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance, to the effect that an Event of Taxability has occurred;

(iii) the date when the Authority shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that an Event of Taxability shall have occurred; or

(iv) the date when the Authority shall receive notice from the Lender that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Lender or any Participant the interest on any Loan due to the occurrence of an Event of Taxability;

*provided, however*, no Determination of Taxability shall occur under subparagraph (iii) or (iv) above unless the Authority has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined after taking into account any permitted appeals; *provided further, however*, that upon demand from the Lender, the Authority shall promptly reimburse the Lender for any payments, including any taxes, interest, penalties or other charges, the Lender shall be obligated to make as a result of the Determination of Taxability.

“*Dollar*” and “*\$*” mean lawful money of the United States.

“*Effective Date*” means June 11, 2015, subject to the satisfaction or waiver by the Lender of all of the conditions precedent set forth in Section 2.4(a) hereof.

“*EMMA*” means the Electronic Municipal Market Access system and any successor thereto.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and all rules and regulations from time to time promulgated thereunder, or any successor statute.

“*Event of Default*” with respect to this Agreement has the meaning set forth in Section 9.1 of this Agreement and, with respect to any other Program Document, has the meaning assigned therein.

“*Event of Taxability*” means (i) a change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Authority, or the failure to take any action by the Authority, or the making by the Authority of any misrepresentation herein or in any certificate required to be given in connection with this Agreement) which has the effect of causing interest paid or payable on any Loan to become includable, in whole or in part, in the gross income of the Lender or any Participant for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on any Loan to become includable, in whole or in part, in the gross income of the Lender or any Participant for federal income tax purposes.

“*Excess Interest Amount*” has the meaning set forth in Section 6.5(c) hereof.

“*Excluded Tax*” means, with respect to the Lender or any other recipient of any payment to be made by or on account of any obligation of the Authority hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which the Lender or such other recipient is organized or in which its principal office is located, and (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which the Authority is located.

“*Executive Order*” has the meaning set forth in Section 7.22 hereof.

“*Expenditure Plan*” has the meaning set forth in the Indenture.

“*Federal Funds Rate*” means, for any day, the overnight rate of interest per annum quoted by the Lender for the overnight sale to other major banks and financial institutions of federal funds on such day (or, if such day is not a Business Day, the next preceding Business Day). Each determination of the Federal Funds Rate by the Lender shall be deemed conclusive and binding on the Authority absent manifest error.

“*Fiscal Year*” has the meaning set forth in the Indenture.

“*Fitch*” means Fitch Ratings, Inc. and any successor rating agency.

“*FRB*” means the Board of Governors of the Federal Reserve System of the United States, together with any successors thereof.

“*Generally Accepted Accounting Principles*” or “*GAAP*” means generally accepted accounting principles in effect from time to time in the United States and applicable to entities

such as the Authority applied by the Authority on a basis consistent with the Authority's most recent financial statements furnished to the Lender pursuant to Section 2.4(a)(i)(3)(A) or Section 8.2 hereof.

*"Governmental Approval"* means an authorization, consent, approval, license, or exemption of, registration or filing with, or report to any Governmental Authority.

*"Governmental Authority"* means any national, supranational, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasigovernmental, judicial, administrative, public or statutory instrumentality, authority, body, agency, department, commission, bureau, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other Person with authority to bind a party at law.

*"Guarantee"* of or by any Person (the *"guarantor"*) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Debt or other obligation of any other Person (the *"primary obligor"*) in any manner, whether directly or indirectly, and including, without limitation, any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Debt or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Debt or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Debt or obligation; *provided*, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

*"Immediate Acceleration Event"* means any Event of Default set forth in Section 9.1(h) or 9.1(j) hereof (provided, however, that the occurrence of any Event of Default under Section 9.1(j) hereof shall constitute an Immediate Acceleration Event only if the relevant Secured Debt or Subordinate Secured Debt or Bank Agreement obligation is actually accelerated).

*"Indemnitee"* has the meaning set forth in Section 6.2 hereof.

*"Indemnified Taxes"* means Taxes other than Excluded Taxes.

*"Indenture"* means the Second Amended and Restated Indenture dated as of June 1, 2015, by and between the Authority and U.S. Bank National Association, as trustee thereunder, as amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof.

*"Initial Amortization Payment Date"* means the ninetieth (90th) calendar day following the Conversion Date.

*“Initial Commitment Amount”* means \$140,000,000.

*“Interest Payment Date”* means (a) with respect to any Advance or Revolving Loan, the first Business Day of each calendar month following the date of the related Advance and Revolving Loan and the Revolving Loan Maturity Date, and (b) as to any Term Loan, the first Business Day of each calendar month following the Conversion Date and the Amortization End Date.

*“Interest Period”* means, with respect to any Revolving Loan, the period from (and including) the date such Loan is made to (but excluding) the next succeeding Rate Reset Date, and thereafter shall mean the period from (and including) such Rate Reset Date to (but excluding) the next succeeding Rate Reset Date (or, if sooner, to but excluding the Revolving Loan Maturity Date).

*“Incipient Invalidity Event”* means (i) the validity or enforceability of any provision of the Act or Ordinances that impacts (A) the Authority’s ability or obligation to levy the Sales Tax in the County in accordance with the provisions of the Act and Ordinances which affects the Authority’s ability or obligation to make payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or the pledge of and lien on Sales Tax Revenues securing the payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or (B) the BOE’s ability or obligation to collect the Sales Tax or to pay the Sales Tax Revenues to the Trustee, in each case, which affects the Authority’s ability or obligation to make payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or the pledge of and lien on Sales Tax Revenues securing the payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement is publicly contested or publicly repudiated by an Authorized Representative of the Authority or (ii) the validity or enforceability of any such provision described in clause (i)(A) or (i)(B) above is deemed to be invalid or unenforceable as a result of an Authorized Representative of the Authority or the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction taking any official action, or duly enacting any statute or legislation or issuing an executive order or (iii) any such provision described in clause (i)(A) or (i)(B) is determined by a court of competent jurisdiction or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction in a proceeding subject to further appeals to be invalid or unenforceable or (iv) (A) the validity or enforceability of, or the liabilities or obligations of the Authority with respect to, payments of principal or interest on the Bank Note, any Advances, any Loans or any other Obligations due and owing the Lender under this Agreement, under the Act or Ordinances or any Payment and Collateral Obligation, or (B) any Payment and Collateral Obligation in and of itself, in any case with respect to the prior clause (iv)(A) or (iv)(B), is publicly contested or publicly repudiated by an Authorized Representative of the Authority or (v) the validity or enforceability of any Payment and Collateral Obligation is deemed to be invalid or unenforceable as a result of an Authorized Representative of the Authority or the State or any instrumentality of the State or any Governmental Authority with appropriate jurisdiction taking any official action or duly enacting any statute or legislation or issuing an executive order or (vi) any Payment and

Collateral Obligation is declared invalid or unenforceable in a proceeding subject to further appeals by the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction or (vii) any provision of the Act or Ordinances is supplemented, modified or amended in a manner that makes invalid or unenforceable (A) the Authority's ability or obligation to levy the Sales Tax in the incorporated and unincorporated territory of the County in accordance with the provisions of the Act and Ordinances which affects the Authority's ability or obligation to make payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or the pledge of and lien on Sales Tax Revenues securing the payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or (B) the BOE's ability or obligation to collect the Sales Tax or the BOE's ability or obligation to make payment of the Sales Tax to the Trustee, in each case, which affects the Authority's ability or obligation to make payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or the pledge of and lien on Sales Tax Revenues securing the payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or (viii) the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction shall, by official action, make a finding or ruling or through the enactment of any statute or legislation or the issuance of an executive order determine that Payment and Collateral Obligation is not valid and binding on the Authority.

*"Invalidity Event"* means (i) the Act or Ordinances is repealed, (ii) a Federal court or any other court with appropriate jurisdiction or the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction determines in a final nonappealable order or judgment, as the case may be, that a provision or provisions of the Act or Ordinances have been supplemented, modified and/or amended in a manner that makes invalid or unenforceable (A) the Authority's obligation to levy the Sales Tax in the County in accordance with the provisions of the Act and Ordinances which affects the Authority's ability or obligation to make payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or the pledge of and lien on Sales Tax Revenues securing the payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or (B) the BOE's obligation to collect the Sales Tax or the BOE's ability or obligation to make payment of the Sales Tax directly to the Trustee, in each case, which affects the Authority's ability or obligation to make payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or the pledge of and lien on Sales Tax Revenues securing the payments of principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement, (iii) the Act or Ordinances are ruled to be null and void by a Federal court or any court with appropriate jurisdiction or the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction or (iv) any provision of this Agreement, the Bank Note or the Indenture relating to the Authority's ability or obligation to make payments of the principal or interest on the Bank Note, any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement or the pledge of and lien on the Sales Tax Revenues to secure the payment of principal and interest on the Bank Note,


any Advances, any Loans or any other payment obligations due and owing the Lender under this Agreement (each such provision, a "*Payment and Collateral Obligation*") is ruled to be null and void by a Federal court or any other court with appropriate jurisdiction or the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction in a final nonappealable order or judgment by such court or the State or any instrumentality of the State, as applicable.

"*Law*" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"*Lender*" means State Street Public Lending Corporation and its successors and assigns.

"*Lender Affiliate*" means the Lender and any Affiliate of the Lender.

"*Lender Rate*"



"*Lender's Office*" means the Lender's address and, as appropriate, the account set forth in Section 10.3 hereof, or such other address or account of which the Lender may from time to time notify the Authority in writing.

"*LIBOR*" means, for any Rate Reset Date, the London interbank offered rate for deposits in United States dollars for a period of one month, as determined by the Calculation Agent, which rate appears on the applicable Bloomberg screen page (or such other service as may be nominated by ICE Benchmark Administration as an information vendor for the purpose of displaying ICE Benchmark Administration Interest Settlement Rates for U.S. Dollar deposits ("*ICE LIBOR*")) as of 11:00 a.m., London, England time, on the Computation Date immediately preceding such Rate Reset Date, or if such rate is not available, another comparable rate determined by the Calculation Agent in its reasonable judgment upon notice thereof provided by the Lender to the Authority.

“*LIBOR Rate*” means a fluctuating rate per annum, determined as of each applicable Rate Reset Date, equal to the product of (x) the sum of (a) the Applicable Spread *plus* (b) the product of (i) LIBOR, as in effect on such Rate Reset Date, multiplied by (ii) the Applicable Factor, as in effect on such Rate Reset Date, multiplied by (y) the Margin Rate Factor, rounded upward to the third decimal place.

“*Lien*” on any asset means any mortgage, deed of trust, lien, pledge, charge, security interest, hypothecation, assignment, deposit arrangement or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected or effective under applicable law, as well as the interest of a vendor or lessor under any conditional sale agreement, capital or finance lease or other title retention agreement relating to such asset.

“*Loan*” and “*Loans*” means individually, each Revolving Loan and each Term Loan under this Agreement, and collectively the Revolving Loans and the Term Loans under this Agreement.

“*London Business Day*” means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency) in the City of London, United Kingdom.

“*Margin Rate Factor*” means the greater of (i) 1.0, and (ii) the product of (a) one minus the Maximum Federal Corporate Tax Rate multiplied by (b) 1.53846. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change. As of the Effective Date, the Margin Rate Factor is 1.0.

“*Material Adverse Change*” or “*Material Adverse Effect*” means the occurrence of any event or change which materially and adversely affects (a) the validity or enforceability of this Agreement, the Bank Note or any of the Program Documents, (b) the validity, enforceability or perfection of the pledge of and lien on the Sales Tax Revenues and on the amounts held in Funds or Accounts under the Indenture, (c) the rights, security interest or remedies available to the Lender under this Agreement or the other Program Documents, (d) the ability of the Authority to perform its obligations under this Agreement or the other Program Documents, and (e) the collection of the Sales Tax Revenue that could reasonably be expected to have a material adverse effect on the ability of the Authority to pay debt service on Sales Tax Revenue Obligations.

“*Material Adverse Operational Effect*” means the occurrence of any event or change which results in a material and adverse change in the business, condition (financial or otherwise) or operations of the Authority.

“*Maximum Annual Debt Service*” means the greatest amount of principal and interest becoming due and payable on all Senior Lien Debt, the Bank Note, all Parity Debt and, with respect to the 130% coverage test described in Section 8.13(i) hereof and the related certification, all Subordinate Obligations in the Fiscal Year in which the calculation is made or any subsequent Fiscal Year, calculated using the principles and assumptions set forth under the definition of Annual Debt Service.



*“Maximum Annual Debt Service Coverage Ratio”* means, as of any date of determination, the ratio of (i) the sum of all Sales Tax Revenues received by the Authority for any twelve (12) consecutive months out of the most recently ended eighteen (18) consecutive months immediately preceding the date of determination, compared to the sum (without duplication) of (ii) the aggregate Maximum Annual Debt Service on (a) the Bank Note, Advances, the Loans, all Parity Debt, all Senior Lien Debt and, with respect to the 130% coverage test described in Section 8.13(i) hereof and the related certification, all Subordinate Obligations then outstanding and (b) the additional Parity Debt, Senior Lien Debt or Subordinate Obligations proposed to be issued. The Maximum Annual Debt Service Coverage Ratio shall be expressed as a percentage.

*“Maximum Federal Corporate Tax Rate”* means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Lender, the maximum statutory rate of federal income taxation which could apply to the Lender). As of the Effective Date, the Maximum Federal Corporate Tax Rate is 35%.

*“Maximum Rate”* means, the lesser of (a) 12% per annum, and (b) the maximum rate of interest permitted by applicable law.

*“Miscellaneous Taxes”* means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Program Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Program Document.

*“Moody’s”* means Moody’s Investors Service, Inc. and any successor rating agency

*“Noteholder”* or *“Holder”* means the holder or owner of any interest in the Bank Note.

*“OFAC”* has the meaning set forth in Section 7.22 hereof.

*“Obligations”* means all Reimbursement Obligations, all fees, expenses and charges payable or reimbursable hereunder to the Lender (including, without limitation, any amounts to reimburse the Lender for any advances or expenditures by it under any of such documents) and all other payment obligations of the Authority to the Lender arising under this Agreement or the Bank Note, in each case, whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired.

*“Ordinances”* means Proposition B and Proposition K.

*“Parity Debt”* has the meaning set forth in the Indenture.

*“Participant”* means any entity to which the Lender has granted a participation in the obligations of the Lender hereunder and of the Authority hereunder and under the Bank Note.

“*Patriot Act*” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001), as amended.

“*Payment and Collateral Obligation*” has the meaning set forth in the definition of the term “Invalidity Event” herein.

“*Person*” means an individual, a corporation, a partnership, an association, a limited liability company, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

“*Plan*” means an employee benefit plan maintained for employees of the Authority which is covered by ERISA.

“*Pledged Funds*” means all amounts held in the funds and accounts created under the Indenture and pledged thereunder pursuant to Section 5.02 therein.

“*Prime Rate*” means the rate of interest announced by the Lender from time to time as its prime commercial rate or equivalent, as in effect on such day for United States dollar loans, with any change in the Prime Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate, it being understood that such rate may not be the Lender’s best or lowest rate.

“*Program Documents*” means this Agreement, the Bank Note, the Indenture, the BOE Contract, the Tax Certificate and any Supplemental Tax Certificate, and any documents related to any of the foregoing, including any exhibit or schedule to any of the foregoing.

“*Proposition B*” means the San Francisco County Transportation Authority Authorization Ordinance adopted and approved by the voters on November 7, 1989 adding Article 14 of the Business and Tax Regulations Code of the City and County of San Francisco Municipal Code.

“*Proposition K*” means the San Francisco County Transportation Authority Reauthorization Ordinance adopted and approved by the voters on November 4, 2003, amending Article 14 of the Business and Tax Regulations Code of the City and County of San Francisco Municipal Code.

“*Property*” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, whether now owned or hereafter acquired.

“*Rate Reset Date*” means the first Business Day of each calendar month; *provided, however,* that with respect to any Revolving Loan made on the Effective Date or on any date other than the first Business Day of a calendar month, “Rate Reset Date” also means the Effective Date or the date of such Revolving Loan, as applicable.

“*Rating Agency*” means any of S&P, Moody’s and/or Fitch, as context may require.

“*Rating Documentation*” has the meaning set forth in Section 2.4(a)(viii) hereof.

[REDACTED]

“*Reimbursement Obligations*” means the obligations of the Authority under this Agreement to repay all Advances and the related Loans, together with interest thereon, pursuant to and in accordance with this Agreement and the portion of the Bank Note evidencing and securing Advances and the related Loans, together with interest thereon.

“*Request for Advance*” means any request for an Advance made by the Authority to the Lender, in the form of Exhibit B hereto, executed and delivered on behalf of the Authority by the manual or facsimile signatures of any Authorized Representative.

“*Resolution*” means, collectively, Resolution No. 15-54, adopted by the Authority on May 19, 2015.

“*Revolving Loan*” has the meaning set forth in Section 3.1 hereof.

“*Revolving Loan Maturity Date*” means, with respect to any Revolving Loan, the Commitment Expiration Date or any earlier Termination Date.

“*Risk-Based Capital Guidelines*” means (i) the risk-based capital guidelines in effect in the United States, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations adopted.

“*S&P*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business and any successor rating agency.

“*Sales Tax*” means the retail transactions and use tax imposed by the Ordinances.

“*Sales Tax Related Laws*” means collectively, the Act and the Ordinances.

“*Sales Tax Revenues*” has the meaning set forth in the Indenture.

“*Sales Tax Revenue Fund*” has the meaning set forth in the Indenture.

“*Sales Tax Revenue Obligations*” means, without duplication, all Senior Lien Debt, the Bank Note, all Parity Debt, the Advances, the Loans, the Obligations and all Subordinate Obligations.

“*Secured Debt*” has the meaning set forth in Section 9.1(d)(i) hereof.

“*Senior Lien Debt*” has the meaning set forth in the Indenture.

“*SIFMA Municipal Swap Index*” means the index based upon the weekly interest rates of tax-exempt variable rate issues included in a database maintained by Municipal Market Data or any successor indexing agent which meets the specific criteria established by the Securities Industry and Financial Markets Association.

“*State*” means the State of California.

“*Subordinate Obligations*” has the meaning set forth in the Indenture.

“*Supplemental Tax Certificate*” means a supplemental tax certificate delivered by the Authority in connection with any Advance and the related Revolving Loan or Term Loan substantially in the form of the Tax Certificate or such other form as Bond Counsel may require, as the same may be amended, supplemented or modified from time to time in accordance with the terms hereof and thereof.

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement.

“*Swap Termination Payment*” means, in respect of any Swap Contract, an amount payable by the Authority to compensate the other party to the Swap Contract for any losses and costs that such other party may incur as a result of an event of default or the early termination of the obligations, in whole or in part, of the parties under such Swap Contract.

“*Tax Certificate*” means that certain Tax Compliance Certificate dated June 11, 2015, by the Authority, relating to the initial Advance and related Revolving Loans and the Term Loan, if any, as the same may be amended, supplemented or modified from time to time in accordance with the terms hereof and thereof.

“*Taxable Date*” means the date on which interest on any Loan is first includable in gross income of any holder thereof (including the Lender) as a result of an Event of Taxability as such a date is established pursuant to a Determination of Taxability.

“*Taxable Period*” has the meaning set forth in Section 6.3(e) hereof.

“*Taxable Rate*” means, with respect to a Taxable Period, the product of (i) the average interest rate on any Loan during such period and (ii) 1.54.

“*Taxes*” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

“*Term Loan*” means a Revolving Loan that is converted to a Term Loan pursuant to the terms of Section 4.1 hereof.

“*Termination Date*” means the earliest of (i) the Commitment Expiration Date, as such date may be extended or earlier terminated pursuant to Section 2.7 hereof, (ii) the date on which the Commitment and Available Commitment are otherwise terminated or reduced to zero in accordance with Section 2.7 hereof and (iii) the date the Commitment terminates by its terms in accordance with Section 9.2 hereof.

[REDACTED]

“*Tier One Acceleration Event*” means any Event of Default set forth in Section 9.1(a)(i), 9.1(d)(i), 9.1(e), 9.1(f), 9.1(i) or 9.1(l) hereof or the occurrence of any event of default under the Indenture (which is not waived pursuant to the terms thereof).

“*Tier Two Acceleration Event*” means any Event of Default other than an Event of Default that is an Immediate Acceleration Event or a Tier One Acceleration Event.

“*Trustee*” means the trustee under the Indenture.

“*United States*” means the United States of America.

“*Variable Rate Indebtedness*” means any indebtedness the interest rate on which is not fixed at the time of incurrence of such indebtedness and has not at some subsequent date been fixed, at a single numerical for the entire term of the indebtedness.

*Section 1.2. Accounting Terms and Determinations.* Unless otherwise inconsistent with the terms of this Agreement and except for the use of Sales Tax Revenues and Annual Debt Service in covenants and ratios in this Agreement, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP. If, after the Effective Date, there shall occur any change in GAAP from those used in the preparation of the financial statements referred to in Sections 8.2(a) hereof and such change shall result in a change in the method of calculation of any financial covenant, standard or term found in this Agreement including, without limitation, a recharacterization of operating leases to the effect that certain operating leases are to be treated as capital leases, either the Authority or the Lender may by notice to the other party hereto, require that the Lender and the Authority negotiate in good faith to amend such covenants, standards, and terms so as equitably to reflect such change in accounting principles, with the desired result being that the criteria for evaluating the financial condition of the Authority shall be the same as if such change had not been made. No delay by the Authority or the Lender in requiring such negotiation shall limit their right to so require such a negotiation at any time after such a change in accounting principles. Until any such covenant, standard, or term is amended in accordance with this Section 1.2, financial covenants shall be computed and determined in accordance with GAAP in effect prior to such change in accounting principles.

*Section 1.3. Interpretation.* The following rules shall apply to the construction of this Agreement unless the context requires otherwise: (i) the singular includes the plural, and the plural the singular; (ii) words importing any gender include the other gender; (iii) references to statutes are to be construed as including all statutory provisions consolidating and amending, and all regulations promulgated pursuant to, such statutes; (iv) references to “writing” include printing, photocopy, typing, lithography and other means of reproducing words in a tangible visible font; (v) the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”; (vi) references to the introductory paragraph, recitals, articles, sections (or clauses or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; (vii) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent that such amendments and other modifications are permitted or not prohibited by the terms of this Agreement; (viii) section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose; (ix) references to Persons include their respective permitted successors and assigns; and (x) in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding.” All references to “funds” herein shall include all accounts and subaccounts therein unless the context clearly requires otherwise.

*Section 1.4. Times of Day.* Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

*Section 1.5. Relation to Other Documents; Acknowledgment of Different Provisions of Program Documents; Incorporation by Reference.* (a) Nothing in this Agreement shall be deemed to amend, or relieve the Authority of its obligations under, any Program Document to

which it is a party. Conversely, to the extent that the provisions of any Program Document allow the Authority to take certain actions, or not to take certain actions, with regard for example to permitted liens, transfers of assets, maintenance of financial ratios and similar matters, the Authority nevertheless shall be fully bound by the provisions of this Agreement.

(b) Except as provided in subsection (c) of this Section 1.5, all references to other documents shall be deemed to include all amendments, modifications and supplements thereto to the extent such amendment, modification or supplement is made in accordance with the provisions of such document and this Agreement.

(c) All provisions of this Agreement making reference to specific Sections of any Program Document shall be deemed to incorporate such Sections into this Agreement by reference as though specifically set forth herein (with such changes and modifications as may be herein provided) and shall continue in full force and effect with respect to this Agreement notwithstanding payment of all amounts due under or secured by the Program Documents, the termination or defeasance thereof or any amendment thereto or any waiver given in connection therewith, so long as this Agreement is in effect and until all Obligations are paid in full. No amendment, modification, consent, waiver or termination with respect to any of such Sections shall be effective as to this Agreement until specifically agreed to in writing by the parties hereto with specific reference to this Agreement.

## ARTICLE II

### FACILITIES; APPLICATION AND ISSUANCE OF THE LOANS; PAYMENTS

*Section 2.1. Revolving Credit Commitments.* Subject to the terms and conditions hereof, the Lender, by its acceptance hereof, agrees to make Revolving Loans in U.S. Dollars to the Authority from time to time up to the amount of the Available Commitment, subject to any reductions thereof pursuant to the terms hereof, prior to the Termination Date. The sum of the aggregate principal amount of Revolving Loans at any time outstanding shall not exceed the Available Commitment in effect at such time. Revolving Loans may be repaid and the principal amount thereof reborrowed prior to the Termination Date, subject to the terms and conditions hereof.

*Section 2.2. Application.* The Authority hereby applies to the Lender for, and authorizes and instructs the Lender to issue for its account, the Commitment in an initial amount equal to the Initial Commitment Amount.

*Section 2.3. Making of Advances; Use of Proceeds.* (a) Subject to the terms and conditions of this Agreement, the Lender agrees to make Advances from time to time on any Business Day, commencing on the Effective Date and ending on the Revolving Loan Maturity Date, in amounts not to exceed at any time outstanding the Available Commitment; *provided*, that the Lender shall not be required to make more than two (2) Advances during any calendar month; *provided, further* that the Lender shall not be required to maintain more than six (6) Advances outstanding at any one time. Each Advance requested shall be in a minimum principal

amount of \$1,000,000 or any integral multiples of \$5,000 in excess thereof. Each Advance shall be made solely for the purpose of providing funds to pay for or refinance capital expenditures in its Expenditure Plan, costs of issuance in connection with this Agreement or any other purpose permitted under the Act, the Ordinances and/or the Indenture. The aggregate amount of all Advances made on any Advance Date shall not exceed the Available Commitment (calculated without giving effect to any Advances made on such date) at 9:00 a.m. New York time on such date.

(b) *Reborrowing.* Within the limits of this Section 2.3, the Authority may borrow, repay pursuant to Section 3.4 hereof and reborrow under this Section 2.3. Upon any prepayment of the related Revolving Loan, the related Available Commitment shall be reinstated as set forth in the definition thereof.

(c) *Method of Borrowing.* Upon receipt of a Request for Advance by the Lender not later than 11:00 a.m. New York time on the Business Day which is three London Business Days immediately prior to the day of the proposed borrowing (*provided, however,* with respect to the proposed borrowing to be made on the Effective Date, the Authority shall only be required to provide the Lender the Request for Advance two London Business Days prior to the Effective Date), the Lender, subject to the terms and conditions of this Agreement, shall be required to make an Advance by 2:30 p.m. New York time on such day of the proposed borrowing for the account of the Authority in an amount equal to the amount of the requested borrowing. Notwithstanding the foregoing, in the event such Request for Advance is received by the Lender after 11:00 a.m. New York time on the Business Day which is three London Business Days immediately prior to the day of the proposed borrowing, the Lender shall be required to make the related Advance by 2:30 p.m. New York time on the fourth London Business Day after receipt of the related Request for Advance. Any Request for Advance shall be signed by an Authorized Representative set forth on the Authorized Representative Certificate and may be delivered to the Lender by facsimile or e-mail transmission (with the duly executed Request for Advance attached thereto as a “pdf” (portable document format) or other replicating image attached to the e-mail message), with receipt immediately confirmed telephonically and an original version of the Request for Advance promptly delivered to the Lender postage prepaid, U.S. mail; *provided* that the receipt of such original is not a condition to the Lender’s obligation to honor a Request for Advance. Pursuant to Section 3.3 hereof, the Lender shall determine the initial LIBOR Rate for the Advance two London Business Days prior to the related Advance Date. Each Advance shall be made by the Lender by wire transfer of immediately available funds to the Trustee (on behalf of the Authority) in accordance with written instructions provided by the Authority. If, after examination, the Lender shall have determined that a Request for Advance does not conform to the terms and conditions hereof, then the Lender shall use its best efforts to give notice to the Authority to the effect that documentation was not in accordance with the terms and conditions hereof and stating the reasons therefor. The Authority may attempt to correct any such nonconforming Request for Advance, if, and to the extent that, the Authority is entitled (without regard to the provisions of this sentence) and able to do so.

#### *Section 2.4. Conditions Precedent.*



(a) *Conditions Precedent to Effective Date.* The obligations of the Lender to make the Commitment available hereunder shall be subject to the fulfillment of each of the following conditions precedent on or before the Effective Date in a manner satisfactory to the Lender:

(i) The Lender shall have received the following documents, each dated and in form and substance as is satisfactory to the Lender:

(1) copies of the resolution(s) of the Board of Directors of the Authority approving the execution and delivery of this Agreement, the Bank Note and the Indenture, certified by an authorized official of the Authority as being true and complete and in full force and effect on the Effective Date and a copy of the resolution of the Board of Directors of the Authority approving the execution and delivery of the BOE Contract;

(2) certified copies of all approvals, authorizations and consents of any trustee, or holder of any indebtedness or obligation of the Authority or any Governmental Authority necessary for the Authority to enter into each of this Agreement, the Bank Note and the Indenture and the transactions contemplated herein and therein;

(3) (A) the audited annual financial statements of the Authority for the Fiscal Year ended June 30, 2014, and a copy of the most recent budget of the Authority (such requirement to be satisfied if such information is available on the Authority's website) and (B) the investment policy of the Authority; and

(4) an executed certificate of an authorized official of the Authority dated the Effective Date certifying as to the authority, incumbency and specimen signatures of the authorized officials authorized to sign this Agreement and the Bank Note and any other documents to be delivered by it hereunder and who will be authorized to represent the Authority in connection with this Agreement, upon which the Lender may rely until it receives a new such certificate;

(5) an executed Authorized Representative Certificate;

(6) an executed certificate dated the Effective Date and executed by an Authorized Representative, certifying that as of the Effective Date the Debt Service Coverage Ratio is equal to or greater than 130%;

(7) an executed original or certified copy, as applicable, of each of the Program Documents;

(8) the original executed Bank Note; and

(9) an IRS Form W-9 duly completed by the Authority.

(ii) There shall not have occurred any change or any development involving a prospective change in the financial or operating condition of the Authority or its ability to pay the Obligations from that set forth in the audited annual financial statements of the Authority for the Fiscal Year ended June 30, 2014, provided to the Lender, that in the judgment of the Lender is material or adverse to the Lender. No law, regulation, ruling or other action of the United States, the State of California or the State of New York or any political subdivision or authority therein or thereof shall be in effect or shall have occurred, the effect of which would be to prevent the Authority or the Lender from fulfilling its respective obligations under this Agreement and the other Program Documents.

(iii) The Lender shall have received an opinion addressed to the Lender and dated the Effective Date from Authority Counsel, in form and substance reasonably satisfactory to the Lender and its counsel, which provides for, among other opinions, the following: (1) the execution, delivery and performance by the Authority of this Agreement, the Bank Note and the Indenture are within the Authority's powers, have been duly authorized by all necessary action, and require no action by or in respect of, or filing with, any governmental body, agency or official that has not been accomplished and such execution, delivery and performance does not violate the constitution or laws of the State, (2) this Agreement, the Bank Note and the Indenture have been duly authorized, executed and delivered and this Agreement and the Bank Note are valid, binding and enforceable against the Authority, and (3) such other matters as the Lender may reasonably request, in form and substance satisfactory to the Lender and its counsel.

(iv) The following statements shall be true and correct on the Effective Date, and the Lender shall have received a certificate signed by an Authorized Representative, dated the Effective Date, certifying that:

(1) (A) the representations and warranties of the Authority contained in the Indenture, the Bank Note and this Agreement are true and correct on and as of the Effective Date as though made on and as of such date (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation or warranty shall be true and correct as of such earlier date); (B) no Default or Event of Default has occurred and is continuing or would result from the Authority's execution and delivery of this Agreement or the Bank Note or the acceptance of the Commitment by the Authority; (C) the audited annual financial statements of the Authority for the Fiscal Year ended June 30, 2014, including the balance sheet as of such date of said period, all examined and reported on by Macias, Gini & O'Connell LLP as heretofore delivered to the Lender correctly and fairly present the financial condition of the Authority as of said date and the results of the operations of the Authority for such period, have been prepared in accordance with GAAP consistently applied except as stated in the notes thereto; (D) since June 30, 2014, except as disclosed to the Lender in writing, there has been no Material Adverse Change or Material Adverse Operational Effect; (E) the acceptance of the Commitment by the Authority pursuant to this Agreement is an arm's length commercial transaction between the

Authority and the Lender; (F) the Authority has consulted with its own respective legal and financial advisors in connection with the acceptance of the Commitment by the Authority pursuant to this Agreement; (G) the Lender has not acted as a fiduciary in favor of the Authority with respect to the Bank Note or the acceptance of the Commitment by the Authority; (H) all conditions precedent set forth in the Indenture with respect to issuance of the Bank Note shall have been satisfied and (I) to the best knowledge of the Authority, the Authority Rating has not been reduced, withdrawn or suspended by any Rating Agency since the dated date of the Rating Documentation; and

(2) No actions, suits or proceedings are pending in which service of process has been completed against the Authority or, to the Authority's knowledge, threatened against the Authority in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a Material Adverse Effect or a Material Adverse Operational Effect.

(v) The Lender shall have received an opinion addressed to the Lender and dated the Effective Date of Bond Counsel as to the due authorization, execution and delivery of this Agreement, the Bank Note and the Indenture, and as to the validity and enforceability with respect to the Authority of this Agreement, the Bank Note and the Indenture, the exclusion of interest on the Loans from gross income for federal income tax purposes of the Lender, the pledge of Sales Tax Revenues securing the Bank Note constituting a valid pledge, and such other matters as the Lender may reasonably request, in form and substance satisfactory to the Lender and its counsel.

(vi) All necessary action on the part of the Authority shall have been taken as required for the assignment and pledge of a lien on the Sales Tax Revenues for the benefit of the Lender as described in Section 5.1 hereof.

(vii) All other legal matters pertaining to the execution and delivery of this Agreement, the Bank Note and the other Program Documents shall be satisfactory to the Lender and its counsel. The Lender shall have received evidence satisfactory to the Lender that all conditions precedent to the issuance of the Bank Note as Parity Debt pursuant to the Indenture have been satisfied.

(viii) The Lender shall have received written confirmation dated within ten (10) days prior to the Effective Date that the Authority Ratings are "Aa1" (or its equivalent) by Moody's, "AA" (or its equivalent) by S&P and "AA+" (or its equivalent) by Fitch (referred to herein as the "*Rating Documentation*").

(ix) The Bank Note shall not be (i) assigned a specific rating by any Rating Agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document, (iv) assigned a CUSIP number by Standard &

Poor's CUSIP Service or (v) placed or offered by a broker-dealer in the capacity of an underwriter or a placement agent.

(x) The Lender shall have determined (in its sole discretion) that (i) none of the making of any Advances or Loans or the consummation of any of the transactions contemplated by this Agreement, the Bank Note and the other Program Documents will violate any law, rule, guideline or regulation applicable to the Authority, the Lender, this Agreement or any other Program Document; and (ii) since June 30, 2014, nothing has occurred which would be reasonably likely to result in a Material Adverse Effect or a Material Adverse Operational Effect; and (iii) there has been no material adverse change in the laws, rules or regulations (or their interpretation or administration) that, in any case, may adversely affect the consummation of the transactions contemplated hereby, or by any Program Document.

(xi) The Lender shall have received such other documents, certificates, opinions, approvals and filings with respect to this Agreement, the Bank Note and the other Program Documents as the Lender may reasonably request.

(b) *Conditions Precedent to Each Advance.* The obligation of the Lender to make an Advance on any date is subject to the conditions precedent that on the date of such Advance:

(i) The Lender shall have received a Request for Advance executed by an Authorized Representative set forth on the Authorized Representative Certificate as provided in Section 2.3(c) hereof;

(ii) All representations and warranties of the Authority as set forth in Article VII hereof shall be true and correct as though made on the date of such Request for Advance and on the date of the proposed Advance (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation or warranty shall be true and correct as of such earlier date) and no Default or Event of Default shall have occurred and be continuing;

(iii) No Material Adverse Change or Material Adverse Operational Effect shall have occurred;

(iv) The Lender shall have received an opinion of Bond Counsel dated the date of such Advance as to the exclusion of interest on the Advance and the related Loans from gross income for federal income tax purposes and as to the validity and enforceability with respect to the Authority of this Agreement, the Bank Note and the Indenture, in form and substance satisfactory to the Lender;

(v) The Lender shall have received an executed Supplemental Tax Certificate;

(vi) The Lender shall have received evidence that an IRS Form 8038-G has been duly completed by the Authority and signed by the Authority; and

(vii) The Commitment and the obligation of the Lender to make an Advance hereunder shall not have terminated pursuant to Section 9.2 hereof or pursuant to Section 2.7 hereof. Unless the Authority shall have otherwise previously advised the Lender in writing, delivery to the Lender of a Request for Advance shall be deemed to constitute a representation and warranty by the Authority that on the date of such Request for Advance and on the date of the proposed Advance each of the foregoing conditions has been satisfied (except that no representation shall be made as to the satisfaction of the Lender) and that all representations and warranties of the Authority as set forth in Article VII hereof is true and correct as though made on the date of such Request for Advance (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation or warranty shall be true and correct as of such earlier date) and on the date of the proposed Advance and no Default or Event of Default shall have occurred and be continuing on the date of such Request for Advance or on the date of the proposed Advance.

(c) *Condition Subsequent to Effective Date.* Within thirty (30) days of the Effective Date, the Authority shall pay (A) to the Lender the reasonable fees and expenses of the Lender which the Lender, as described in Section 2.6(e) hereof, has given written notice to the Authority within ten (10) days of the Effective Date and (B) to Chapman and Cutler LLP, as counsel to the Lender, the reasonable legal fees and expenses of Chapman and Cutler LLP in an amount not to exceed [REDACTED] plus disbursements of which Chapman and Cutler LLP, as described in Section 2.6(e) hereof, has given written notice to the Authority within ten (10) days of the Effective Date.


*Section 2.5. Interest Rate Determinations.* The Calculation Agent shall promptly notify the Authority, the Trustee and the Lender of the interest rate applicable to any Loan (i) upon determination of such interest rate and (ii) on the dates on which the Lender delivers notice in accordance with in Sections 3.3 and 4.4 hereof, as applicable; *provided, however,* that the failure by the Calculation Agent to provide notice of the applicable interest rate shall not relieve the Authority of its obligation to make payment of amounts as and when due hereunder; *provided, further* that the Calculation Agent shall be deemed to be in compliance with clause (i) of the first sentence of this Section 2.5 if it provides notice of the determination of such interest rate on the dates required by Sections 3.3 and 4.4 hereof, as applicable. At any time that a Term Loan is outstanding, the Calculation Agent shall notify the Authority, the Trustee and the Lender of any change in Lender's Prime Rate used in determining the Base Rate promptly following the establishment of such change; *provided, however,* that the failure by the Calculation Agent to provide notice of such change shall not relieve the Authority of its obligation to make payment of amounts as and when due hereunder. Each determination by the Calculation Agent of an interest rate shall be conclusive and binding for all purposes, absent manifest error.

*Section 2.6. Fees* [REDACTED]

[Redacted]

[Redacted]

[Redacted]



(e) *Costs, Expenses and Taxes.* The Authority will pay (i) the initial advance fee pursuant to Section 2.4(d) hereof and the reasonable fees and disbursements of Chapman and Cutler LLP, special counsel to the Lender, incurred in connection with the preparation, execution, filing and administration and delivery of this Agreement and the other Program Documents and (ii) promptly on demand (A) the fees and disbursements of counsel or other reasonably required consultants to the Lender with respect to advising the Lender as to the rights and responsibilities under this Agreement and the other Program Documents after the occurrence of any Default or alleged Default hereunder, or an Event of Default, (B) all reasonable costs and expenses, if any, in connection with any waiver or amendment of, or the giving of any approval or consent under, or any response thereto or the enforcement of this Agreement, the Program Documents and any other documents which may be delivered in connection herewith or therewith, including in each case the reasonable fees and disbursements of counsel to the Lender or other reasonably required consultants and (C) any amounts reasonably advanced by or on behalf of the Lender to the extent required to cure any Default, Event of Default or event of nonperformance hereunder or under any Program Document, together with interest at the Default Rate. In addition, the Authority shall pay any and all stamp taxes, transfer taxes, documentary taxes, and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing, and recording of this Agreement and the security contemplated by the Program Documents (other than taxes based on the net income of the Lender) and agrees to indemnify and hold the Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying, or omission to pay, such taxes and fees, including interest and penalties thereon; *provided, however*, that the Authority may reasonably contest any such

taxes or fees with the prior written consent of the Lender, which consent, if an Event of Default does not then exist, shall not be unreasonably withheld. In addition, the Authority agrees to pay, after the occurrence of a Default, alleged Default or an Event of Default, all costs and expenses (including attorneys' fees and costs of settlement) incurred by the Lender in enforcing any obligations or in collecting any payments due from the Authority hereunder by reason of such Default, alleged Default or Event of Default or in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement in the nature of a "workout" or of any collection, insolvency, bankruptcy proceedings or other enforcement proceedings resulting therefrom.

(f) If the Authority shall fail to pay any amount payable under this Section 2.6 as and when due, each such unpaid amount shall bear interest for each day from and including the date it was due until paid in full at the applicable Default Rate. The obligations of the Authority under this Section 2.6 shall survive the termination of this Agreement.

*Section 2.7. Reduction and Termination.* (a) Subject to the provisions of Section 2.6(b) hereof, the Available Commitment shall be reduced from time to time as requested by the Authority within three (3) days of the Authority's written notice to the Lender requesting such reduction in the form of Exhibit E hereto; *provided*, that each such reduction amount shall be in an amount equal to \$1,000,000 or an integral multiple thereof.

(b) Subject to the provisions of Section 2.6(b) hereof, the Authority may at any time and at its sole option terminate the Commitment upon three (3) Business Days' prior written notice to the Lender. As a condition to any such termination, the Authority shall pay or cause to be paid all Obligations owed to the Lender (other than Term Loans which shall be payable pursuant to the terms of Section 4.5 hereof).

*Section 2.8. Extension of Commitment Expiration Date.* The Authority may request an extension of the Commitment Expiration Date in writing in the form of Exhibit C hereto not more than one hundred eighty (180) days prior to the then current Commitment Expiration Date. The Lender will make reasonable efforts to respond to such request within sixty (60) days after receipt of all information necessary, in the Lender's judgment, to permit the Lender to make an informed credit decision. If the Lender fails to definitively respond to such request within such 60-day period, the Lender shall be deemed to have refused to grant the extension requested. The Lender may, in its sole and absolute discretion, decide to accept or reject any such proposed extension and no extension shall become effective unless the Lender shall have consented thereto in writing in the form of Exhibit F hereto or otherwise. The Lender's consent, if granted, shall be conditioned upon the preparation, execution and delivery of documentation in form and substance satisfactory to the Lender (which may include, but shall not be limited to the delivery of a "no adverse effect opinion" of Bond Counsel to the Lender with respect to the tax-exempt status of the Loans).

*Section 2.9. Funding Indemnity.* In the event the Lender shall incur any loss, cost, or expense (including, without limitation, any loss, cost, or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired or contracted to be acquired by the Lender to make any Advance, Revolving Loan or Term Loan or the relending or reinvesting



of such deposits or other funds or amounts paid or prepaid to the Lender) as a result of any optional payment or prepayment of any Advance, or Revolving Loan on a date other than a Rate Reset Date for any reason, whether before or after default, then upon the demand of the Lender, the Authority shall pay to the Lender a payment or prepayment premium, as applicable in such amount as will reimburse the Lender for such loss, cost, or expense. If the Lender requests such payment or prepayment premium, as applicable, it shall provide to the Authority a certificate setting forth the computation of the loss, cost, or expense giving rise to the request for such payment or prepayment premium, as applicable in reasonable detail and such certificate shall be conclusive if reasonably determined.

*Section 2.10. Payments.* All payments to be made by the Authority shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Authority hereunder shall be made to the Lender at the Lender's Office in Dollars and in immediately available funds not later than 2:00 p.m. New York time, on the date specified herein. All payments received by the Lender after 2:00 p.m. New York time, shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Authority shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be. Notwithstanding anything herein to the contrary, where this Agreement provides for payment by the Authority to the Lender for any amount, the Authority may satisfy such obligation by causing the Trustee to pay such amount directly to the Lender from Sales Tax Revenues under the Indenture.

### ARTICLE III

#### REVOLVING LOANS

*Section 3.1. Making of Revolving Loans.* Each Advance shall constitute a loan made by the Lender to the Authority on the date of such Advance (individually, a "*Revolving Loan*" and collectively, the "*Revolving Loans*"). Each Revolving Loan shall constitute Parity Debt under the Indenture.

*Section 3.2. Revolving Loans Evidenced by Notes.* The Revolving Loans shall be evidenced by the Bank Note to be issued on the Effective Date, payable to the Lender in a principal amount up to the Available Commitment on the Effective Date and otherwise duly completed. All Revolving Loans made by the Lender and all payments and prepayments made on account of principal thereof shall be recorded by the Lender on the schedule (or a continuation thereof) attached to the Bank Note, it being understood, however, that failure by the Lender to make any such endorsement shall not affect the obligations of the Authority hereunder or under the Bank Note in respect of unpaid principal and interest on any Revolving Loan. Each entry on the Bank Note with respect to a Revolving Loan schedule shall reflect the applicable principal amount and the applicable interest rate.

*Section 3.3. Interest on Revolving Loans.* Each Revolving Loan made or maintained by the Lender shall bear interest during each Interest Period it is outstanding (computed on the basis

of a year of 360 days and actual days elapsed) on the unpaid principal amount thereof at a rate per annum equal to the LIBOR Rate for such Interest Period; *provided, further*, that, the initial LIBOR Rate for a particular Advance relating to a Revolving Loan shall be determined by the Lender two London Business Days prior to the related Advance Date; *provided that*, the next succeeding LIBOR Rate for such Advance shall be determined by the Lender on the Rate Reset Date immediately succeeding the Advance Date. Interest on each Loan shall be payable by the Authority on each Interest Payment Date and on the Revolving Loan Maturity Date. Not less than two (2) Business Days prior to each Interest Payment Date, the Lender shall deliver to the Authority and the Trustee written notice, upon which the Authority and the Trustee may conclusively rely, of the amount of interest due and payable on such Revolving Loan on such Interest Payment Date; *provided, however*, that the failure by the Lender to provide notice of the amount of interest due and payable shall not relieve the Authority of its obligation to make payment of amounts as and when due hereunder.

*Section 3.4. Repayment of Revolving Loans.* The principal of each Revolving Loan shall be repaid in full by the Authority on the Revolving Loan Maturity Date; *provided*, that if the conditions to the making of the Term Loan set forth in Section 4.2 hereof are satisfied on the Revolving Loan Maturity Date, the principal of all Revolving Loans shall be paid from the proceeds of the Term Loan.

*Section 3.5. Prepayment of Revolving Loans.* Subject to Section 2.9 hereof, the Authority may prepay any Revolving Loan, in whole or in part, on any Business Day provided at least three (3) days' written notice is provided by the Authority to the Lender. Each such notice of optional prepayment shall be irrevocable and shall bind the Authority to make such prepayment in accordance with such notice. All prepayments of principal shall include accrued interest to the date of prepayment and all other amounts due pursuant to this Agreement.

## ARTICLE IV

### THE TERM LOAN

*Section 4.1. Term Loan.* The Outstanding principal amount of a Revolving Loan shall convert to a Term Loan on the Revolving Loan Maturity Date, if the conditions set forth in Section 4.2 hereof are satisfied on the Revolving Loan Maturity Date. The Term Loan shall constitute Parity Debt under the Indenture.

*Section 4.2. Conditions Precedent to Term Loan.* The obligation of the Lender to convert the principal amount owed for all Revolving Loans to the Term Loan shall be subject to the fulfillment of each of the following conditions precedent on or before the Revolving Loan Maturity Date in a manner satisfactory to the Lender:

- (a) The following statements shall be true and correct on the Conversion Date, and the Lender shall have received a certificate incorporating by reference the definitions of the capitalized terms defined in this Agreement, signed by an Authorized

Representative set forth on the Authorized Representative Certificate and dated the Conversion Date, stating that:

(i) the representations and warranties of the Authority contained in the Indenture, the Bank Note and this Agreement are true and correct, and deemed made, on and as of the Conversion Date as though made on and as of such date (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation or warranty shall be true and correct as of such earlier date);

(ii) No Material Adverse Effect shall have occurred; and

(iii) no Default or Event of Default has occurred and is continuing as of such Conversion Date or would result from converting the Revolving Loans to a Term Loan as requested; and

(b) (i)(A) the Lender shall be satisfied that the opinion of Bond Counsel delivered pursuant to Section 2.4(b)(iv) hereof remains in full force and effect with respect to the Term Loan or (B) the Lender shall have received (1)(x) an opinion from Bond Counsel dated the date of the Term Loan as to the exclusion of interest on the Term Loan from gross income for federal income tax purposes, in form and substance satisfactory to the Lender and as to the validity and enforceability with respect to the Authority of this Agreement, the Bank Note and the Indenture, (y) an executed Supplemental Tax Certificate and (z) an IRS Form 8038-G has been duly completed by the Authority and signed by the Authority or (2) the Lender shall have received an opinion of Bond Counsel in form and substance satisfactory to the Lender (x) that such conversion will not adversely affect the tax exempt status of the interest on the Loans and (y) as the validity and enforceability with respect to the Authority of this Agreement, the Bank Note and the Indenture.

*Section 4.3. Term Loans Evidenced by Bank Note.* The principal amount of the Term Loan shall also be evidenced by the Bank Note. The Term Loan made by the Lender and all payments and prepayments on the account of the principal and interest of the Term Loan shall be recorded by the Lender on the schedule attached to the Bank Note; *provided, however*, that the failure of the Lender to make any such endorsement or any error therein shall not affect the obligations of the Authority hereunder or under the Bank Note in respect of unpaid principal and interest on the Term Loan.

*Section 4.4. Interest on Term Loan.* The Term Loan shall bear interest from the Conversion Date to the date the Term Loan is paid in full at a rate per annum equal to the Lender Rate as determined by the Calculation Agent pursuant to Section 2.5 hereof. Interest on the Term Loan shall be paid by the Authority to the Lender monthly in arrears on each Interest Payment Date. Interest on the Term Loan shall be calculated on the basis of a year of 360 days based on the actual number of days elapsed. Not less than two (2) Business Days prior to each Interest Payment Date, the Lender shall deliver to the Authority and the Trustee written notice, upon which the Authority and the Trustee may conclusively rely, of the amount of interest due

and payable on the Term Loan on such Interest Payment Date; *provided, however*, that the failure by the Lender to provide notice of the amount of interest due and payable shall not relieve the Authority of its obligation to make payment of amounts as and when due hereunder.

*Section 4.5. Repayment of Term Loan.* The principal of the Term Loan shall be paid by the Authority in installments payable on each Amortization Payment Date (each such payment, an “*Amortization Payment*”), with the final installment in an amount equal to the entire then-outstanding principal amount of the Term Loan to be paid in full on the Amortization End Date (the period commencing on the Conversion Date and ending on the Amortization End Date is herein referred to as the “*Amortization Period*”). Each Amortization Payment shall be that amount of principal which will result in equal (as nearly as possible) aggregate Amortization Payments over the Amortization Period. Not less than two (2) Business Days prior to each Amortization Payment Date, the Lender shall deliver to the Authority and the Trustee written notice, upon which the Authority and the Trustee may conclusively rely, of the amount of principal due and payable on the Term Loan on such Amortization Payment Date; *provided, however*, that the failure by the Lender to provide notice of the amount of principal due and payable shall not relieve the Authority of its obligation to make payment of amounts as and when due hereunder. The Authority acknowledges that the foregoing payment schedule may result in a final payment substantially higher than the preceding payments. Subject to Section 9.2 hereof, upon the occurrence of an Event of Default, the Lender may cause the acceleration of the Bank Note by delivering a written notice to the Trustee and the Authority that an Event of Default has occurred and is continuing and instructing the Trustee and the Authority that the Bank Note is subject to acceleration.

*Section 4.6. Prepayment of Term Loan.* The Authority may prepay the Term Loan, in whole or in part, on any Business Day, without cost, penalty or premium, provided at least three (3) days’ written notice is provided by the Authority to the Lender. Each such notice of optional prepayment shall be irrevocable and shall bind the Authority to make such prepayment in accordance with such notice. All prepayments of principal shall include accrued interest to the date of prepayment and all other amounts due pursuant to this Agreement.

## ARTICLE V

### SECURITY

*Section 5.1. Security.* (a) The Obligations of the Authority hereunder are special obligations secured by a pledge of and lien on the Sales Tax Revenues and Pledged Funds pursuant to the Indenture.

(b) The Reimbursement Obligations of the Authority hereunder shall constitute Parity Debt under the Indenture and the Indenture creates the pledge of the Sales Tax Revenues and the Pledged Funds to secure the Reimbursement Obligations. Such pledge of and lien on the Sales Tax Revenues and the Pledged Funds under the Indenture is a valid and binding pledge of the Authority, on a *pari passu* basis with the holders of all Parity Debt and shall only be subordinate to the Lien on Sales Tax Revenues and the Pledged Funds securing Senior Lien Debt, if any. No filing, registration, recording or publication of the Indenture or any other instrument nor any

prior separation or physical delivery of the Sales Tax Revenues or the Pledged Funds is required to establish the pledge provided for under the Indenture or to perfect, protect or maintain the Lien created thereby on the Sales Tax Revenues, the Pledged Funds and amounts held under the Indenture to secure the Bank Note. As of the Effective Date, other than the Reimbursement Obligations under this Agreement, there is no outstanding Senior Lien Debt or Parity Debt.

(c) The Authority hereby grants, in addition to such grant under the Indenture, to the Lender a Lien on and pledge of the Sales Tax Revenues and the Pledged Funds to secure all Obligations of the Authority under this Agreement (other than Reimbursement Obligations) and the payment of the portion of the Bank Note evidencing and securing Obligations (other than Reimbursement Obligations) which such Lien on and pledge of the Sales Tax Revenues and the Pledged Funds shall be junior and subordinate in all respects to the Liens on, security interest in and the pledge of the Sales Tax Revenues and the Pledged Funds set forth in the Indenture and this Agreement securing the Senior Lien Debt and Parity Debt, as applicable. No filing, registration, recording or publication of this Agreement or the Trust Agreement or any other instrument nor any prior separation or physical delivery of the Sales Tax Revenues or the Pledged Funds is required to establish the pledge provided for under this Agreement or the Indenture or to perfect, protect or maintain the Lien created thereby on the Sales Tax Revenues and the Pledged Funds to secure the Obligations hereunder.

(d) The Authority's obligations to repay each Advance, Revolving Loan and Term Loan and to pay interest thereon as provided herein and to pay all other Obligations shall be evidenced and secured by the Bank Note, and the Authority shall, without duplication (i) make a principal payment on the Bank Note on each date on which the Authority is required to make a principal payment on an Advance, Revolving Loan and Term Loan, as applicable, in an amount equal to the principal payment due on such date, (ii) pay interest on the Bank Note on each date on which the Authority is required to make an interest payment with respect to an Advance, Revolving Loan and Term Loan, as applicable, in an amount equal to the interest payment due on such date and (iii) make payment on the Bank Note on each date on which any other Obligation is due and owing hereunder in an amount equal to the amount of such Obligation on such date.

## ARTICLE VI

### LIABILITY, INDEMNITY AND PAYMENT

*Section 6.1. Liability of the Authority.* The Authority and the Lender agree that the obligation of the Authority to pay the Obligations are contractual obligations of the Authority payable solely from the Sales Tax Revenues and shall not be affected by, and the Lender shall not be responsible for, among other things, (i) the validity, genuineness or enforceability of this Agreement, the Bank Note or documents, notices or endorsements relating thereto (even if this Agreement or any documents, notices endorsements relating thereto should in fact prove to be in any and all respects invalid, fraudulent or forged), (ii) the use to which the amounts disbursed by the Lender may be put, or (iii) any other circumstances or happenings whatsoever, whether or not similar to any of the foregoing.

*Section 6.2. Indemnification by the Authority.* (a) In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, the Authority hereby agrees (to the extent permitted by law) to indemnify and hold harmless the Lender, each Participant and each Noteholder and their respective officers, directors and agents (each, an “*Indemnitee*”) from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever (including reasonable attorneys’ fees) which may incur or which may be claimed against an Indemnitee by any Person or entity whatsoever (collectively, the “*Liabilities*”) by reason of or in connection with (i) the execution and delivery or transfer of, or payment or failure to pay under, any Program Document; (ii) the making of any Advances or any Loans; (iii) the use of the proceeds of the Bank Note, Advances or Loans; (iv) any breach by the Authority of any warranty, covenant, term or condition in, or the occurrence of any default by it under any of the Program Documents, together with all reasonable expenses resulting from the compromise or defense of any claims or liabilities arising as a result of any such breach or default; (v) any action or proceeding relating to a court order, injunction or other process or decree restraining or seeking to restrain the Lender from paying any amount under this Agreement (other than actions or proceedings instituted by or on behalf of the Lender); or (vi) any investigation, litigation or other proceeding (whether or not the Lender or any Participant is a party thereto) related to the entering into and/or each performance of any of the Program Document or the use of the proceeds of any Advance or any Loan under this Agreement; *provided* that the Authority shall not be required to indemnify an Indemnitee for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnitee, as determined by a court of competent jurisdiction in a final nonappealable judgment. If any proceeding shall be brought or threatened against an Indemnitee by reason of or in connection with the events described in clause (i), (ii), (iii), (iv), (v) or (vi) as a condition of indemnity hereunder each Indemnitee shall promptly notify the Authority in writing and the Authority shall assume the defense thereof, including the employment of counsel satisfactory to such Indemnitee and the payment of all reasonable costs of litigation. Nothing under this Section 6.2 is intended to limit the Authority’s payment of the Obligations. To the fullest extent permitted by applicable law, the Authority shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Program Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, or the use of the proceeds thereof.

(b) Notwithstanding anything to the contrary contained in this Section 6.2, (i) the Authority shall have no obligation to indemnify the Lender for damages that the Authority proves were caused solely out of the gross negligence or willful misconduct of the Lender, as determined by a court of competent jurisdiction in a final non-appealable judgment, and (ii) the Authority shall have a claim against the Lender, and the Lender shall be liable to the Authority, to the extent of any direct, as opposed to consequential, damages suffered by the Authority which the Authority proves were caused solely by the Lender’s gross negligence or willful misconduct, as determined by a court of competent jurisdiction.

(c) The obligations of the Authority under this Section 6.2 shall survive the payment of the Bank Note, the Loans and all other Obligations and the termination of this Agreement.

*Section 6.3. Increased Costs.* (a) If the Lender shall determine that any Change in Law now existing or hereafter adopted shall:

(i) impose, modify or deem applicable any reserve, capital or liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, or other acquisitions of funds by, the Lender, any Participant or any Noteholder;

(ii) subject the Lender, any Participant or any Noteholder to any Tax (except for Taxes on the overall net income or share capital of the Lender, such Participant or such Noteholder) of any kind whatsoever with respect to this Agreement, the Bank Note, the Advances, the Revolving Loans or the Term Loans or change the basis of taxation of payments to the Lender, such Participant or such Noteholder in respect thereof (except for Indemnified Taxes or Miscellaneous Taxes covered by Section 6.4 hereof and the imposition of, or any change in the rate of any Excluded Tax payable by the Lender, such Participant or such Noteholder); or

(iii) impose upon the Lender, any Participant or any Noteholder any other condition or expense with respect to this Agreement, the Bank Note, the Advances, the Revolving Loans, or the Term Loans;

and the result of any of the foregoing is to increase the cost to, reduce the income receivable by, or impose any expense (including loss of margin) upon the Lender, such Participant or such Noteholder with respect to this Agreement, the Bank Note, the Advances, the Revolving Loans or the Term Loans (or in the case of any capital adequacy or similar requirement, to have the effect of reducing the rate of return on the Lender's, any Participant's or any Noteholder's capital), then the Lender shall from time to time notify, or cause to be notified, the Authority of the amount determined in good faith by the Lender, such Participant or such Noteholder, as applicable (which determination shall be conclusive absent manifest error) to be necessary to compensate the Lender, such Participant or such Noteholder, as applicable, for such increase, reduction or imposition and provide the Authority with the calculations made to determine such amount.

(b) *Capital or Liquidity Requirements.* If the Lender, any Participant or any Noteholder determines that any Change in Law affecting the Lender, such Participant or such Noteholder, as applicable, or any of their parent or holding companies, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on the Lender, such Participant or such Noteholder, or any of their parent or holding companies, holding, if any, as a consequence of this Agreement, or making, maintenance or funding of, any Loan hereunder, to a level below that which the Lender, such Participant or such Noteholder, or their respective parent or holding companies could have achieved but for such Change in Law (taking into consideration the Lender's, such Participant's or such Noteholder's policies and the policies of their parent or holding companies with respect to capital or liquidity adequacy, as applicable), then from time to time upon written request of the Lender as set forth in clause (c) of this Section, the Authority shall promptly pay to the Lender, such Participant or such Noteholder, as the case may be, such

additional amount or amounts as will compensate the Lender, such Participant or such Noteholder, or their parent or holding companies, as applicable, for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of the Lender, any Participant or any Noteholder setting forth the amount or amounts necessary to compensate the Lender, such Participant or such Noteholder, or their parent or holding companies, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Authority, shall be conclusive absent manifest error. The Authority shall pay the Lender, such Participant or such Noteholder, as the case may be, the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of the Lender, such Participant or such Noteholder to demand compensation pursuant to this Section shall not constitute a waiver of the Lender's, such Participant's or such Noteholder's right to demand such compensation. The Authority shall not be required to compensate, or cause to be compensated, the Lender, such Participant or such Noteholder or any of their parent or holding companies, as applicable, pursuant to this Section 6.3 in respect of a period occurring more than six (6) months prior to the date the above-described written demand is given to the Authority with respect thereto (the "*Cut-Off Date*"), except where (i) the Lender, such Participant or such Noteholder or the Lender's, such Participant's or such Noteholder's parent or holding company, as applicable, had no actual knowledge of the action resulting in such increased costs, increased capital or charges or reduction in rate of return, as applicable, as of the Cut-Off Date or (ii) such increased costs, increased capital or reduction in rate of return applies to the Lender, such Participant or such Noteholder or the Lender's, such Participant's or such Noteholder's parent or holding company, as applicable, retroactively to a date prior to the Cut-Off Date.

(e) (i) In the event a Taxable Date occurs, the Authority hereby agrees to pay to the Lender, any Participant or the Noteholder on demand therefor (1) an amount equal to the positive difference between (A) the amount of interest that would have been paid to the Lender, such Participant or the Noteholder, as applicable, on any Revolving Loans and/or Term Loans during the period for which interest on such Revolving Loans and/or Term Loans, as applicable, is includable in the gross income of the Lender, such Participant or the Noteholder, as applicable, if such Revolving Loans and/or Term Loans had borne interest at the Taxable Rate, beginning on the Taxable Date (the "*Taxable Period*"), and (B) the amount of interest actually paid to the Lender, such Participant or the Noteholder, as applicable, during the Taxable Period, and (2) an amount equal to any interest, penalties or charges owed by the Lender, any Participant or a Noteholder, as applicable, as a result of interest on the Revolving Loans and/or Term Loans becoming includable in the gross income of the Lender, such Participant or such Noteholder, as applicable, together with any and all reasonable attorneys' fees, court costs, or other out-of-pocket costs incurred by the Lender, such Participant or such Noteholder, as applicable, in connection therewith.

(ii) Subject to the provisions of clauses (iii) and (iv) below, the Lender shall afford the Authority the opportunity, at the Authority's sole cost and expense, to contest (1) the validity of any amendment to the Code which causes the interest on such Revolving Loans and/or Term Loans to be includable in the gross income of the Lender,



any Participant or the Noteholder or (2) any challenge to the validity of the tax exemption with respect to the interest on the Revolving Loans and/or Term Loans, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals); *provided* that, in no event shall the Lender, any Participant or the Noteholder be required to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Authority or any other Person.

(iii) As a condition precedent to the exercise by the Authority of its right to contest set forth in clause (ii) above, the Authority shall, on demand, immediately reimburse the Lender, such Participant or the Noteholder, as applicable, for any and all reasonable expenses (including reasonable attorneys' fees for services that may be required or desirable) that may be incurred by the Lender, such Participant or the Noteholder, as applicable, in connection with any such contest, and shall, on demand, immediately reimburse the Lender, such Participant or the Noteholder, as applicable, for any and all penalties or other charges payable by the Lender, such Participant or the Noteholder, as applicable, for failure to include such interest in its gross income; and

(iv) The obligations of the Authority under this Section 6.3 shall survive the termination of the Commitment and this Agreement.

#### *Section 6.4. Taxes.*

(a) *Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.* Any and all payments by or on account of any obligation of the Authority hereunder or under the Bank Note shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Miscellaneous Taxes; provided that if the Authority shall be required by Applicable Law to deduct any Indemnified Taxes (including any Miscellaneous Taxes) from such payments, then (i) to the fullest extent permitted by Applicable Law, the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Lender, such Participant or such Noteholder receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Authority shall make such deductions and (iii) the Authority shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with Applicable Law.

(b) *Payment of Miscellaneous Taxes by the Authority.* Without limiting the provisions of paragraph (a) above, the Authority shall timely pay any Miscellaneous Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(c) *Indemnification by the Authority.* The Authority, to the fullest extent permitted by law, shall indemnify the Lender, each Participant and each Noteholder, within thirty (30) days after demand therefor, for the full amount of any Indemnified Taxes or Miscellaneous Taxes (including Indemnified Taxes or Miscellaneous Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Lender, such Participant or such Noteholder and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Miscellaneous Taxes were correctly or legally imposed or

asserted by the relevant Governmental Authority. A certificate stating the amount of such payment or liability delivered to the Authority by the Lender shall be conclusive absent manifest error. In addition, the Authority shall indemnify the Lender, any Participant and the other Noteholder, within ten (10) days after demand therefor, for any additional amounts that the Lender, any Participant or any Noteholder is required to pay as a result of any failure of the Authority to pay any Taxes when due to the appropriate Governmental Authority or to deliver to the Lender, any Participant and the other holders of a Note, as applicable, pursuant to clause (d), documentation evidencing the payment of Taxes.

Prior to claiming compensation pursuant to this subsection (c), the Lender, the Participant or the holder of the Note, as applicable, will use reasonable efforts to investigate the alternatives (if any) for avoiding the need for, or the reduction of the amount of, such compensation, and the Lender, the Participant or the holder of the Note, as applicable, shall take all reasonable steps to so avoid the need for, or reduce the amount of such compensation, *provided that*, none of the Lender, the Participant or the holder of the Note shall be obligated to take any steps that are adverse to its business or operations or inconsistent with its policies. The Lender, the Participant and the holder of the Note, as applicable, agrees to repay the Authority any refund (including that portion of any interest that was included as part of such refund) with respect to Taxes or Other Taxes paid by the Authority pursuant to this subsection (c) received by the Lender, the Participant or the holder of the Note, as applicable, for Taxes or Other Taxes that were paid by the Authority pursuant to this subsection (c) and to contest, with the cooperation and at the expense of the Authority any such Taxes or Other Taxes which the Lender or the Authority reasonably believes not to have been properly assessed.

(d) *Evidence of Payments.* As soon as practicable after any payment of Indemnified Taxes or Miscellaneous Taxes by the Authority to a Governmental Authority, the Authority shall deliver to the Lender, such Participant or such holder of the Note, as applicable, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender, such Participant or such holder of the Note, as applicable.

(e) *Treatment of Certain Refunds.* If the Lender, any Participant or any Noteholder determines, in its sole discretion, that it has received a refund of any Taxes or Miscellaneous Taxes as to which it has been indemnified pursuant to this Section (including additional amounts paid by the Authority pursuant to this Section), it shall pay to the Authority an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, under this Section with respect to the Taxes or Miscellaneous Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses of the Lender, such Participant or such Noteholder, as applicable, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided that* the Authority, upon the request of the Lender, such Participant or such holder of the Note, as applicable, agrees to repay the amount paid over pursuant to this Section (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Lender, such Participant or such holder of the Note, as applicable, in the event the Lender, such Participant or such holder of the Note, as applicable, is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (e), in no event will the Lender, such Participant or such holder of the

Note, as applicable, be required to pay any amount to the Authority pursuant to this paragraph (e) the payment of which would place the Lender, such Participant or such holder of the Note, as applicable, in a less favorable net after-Tax position than the Lender, such Participant or such holder of the Note, as applicable, would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require the Lender, such Participant or such Noteholder, as applicable, to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Authority or any other Person.

(f) *Survival.* Without prejudice to the survival of any other agreement of the Authority hereunder, the agreements and obligations of the Authority contained in this Section shall survive the termination of this Agreement and the payment in full of the Bank Note and the Obligations of the Authority thereunder and hereunder.

(g) *Status of Lenders; Tax Documentation.* (i) If the Lender, a Participant or a holder of the Note is entitled to an exemption from or reduction of withholding Taxes with respect to payments made hereunder or under any Program Document, the Lender, such Participant or such holder of the Note, as applicable, shall deliver to the Authority at the time or times reasonably requested by the Authority, such properly completed and executed documentation reasonably requested by the Authority or as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, the Lender, such Participant or such holder of the Note if reasonably requested by the Authority, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Authority as will enable the Authority to determine whether or not the Lender, such Participant or such holder of the Note is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 6.4(g)(ii) below) shall not be required if, in the Lender's, such Participant's or such Noteholder's reasonable judgment, such completion, execution or submission would subject the Lender, such Participant or such holder of the Note to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of the Lender, such Participant or such holder of the Note.

(ii) Without limiting the generality of the foregoing, if the Authority is resident for tax purposes in the United States, the Lender, such Participant or such holder of the Note shall deliver to the Authority (and from time to time thereafter upon the reasonable request of the Authority), executed originals of IRS Form W-9 certifying that the Lender, such Participant or such holder of the Note, as applicable, is exempt from U.S. federal backup withholding tax.

*Section 6.5. Calculation of Interest and Fees; Maximum Interest Rate; Default Rate.*

(a) Interest on Revolving Loans and Term Loans and fees payable hereunder shall be calculated on the basis of a year of 360 days based on the actual number of days elapsed.

(b) Any and all amounts remaining unpaid when due under this Agreement shall bear interest at the Default Rate until repaid and shall be payable upon demand. Any such amounts which constitute interest remaining unpaid when due shall be added to principal, and such interest shall, in turn, bear interest at the Default Rate until repaid and shall be payable upon

demand. Upon the occurrence and during the continuance of an Event of Default, the Obligations shall bear interest at the Default Rate, which interest shall be payable by the Authority to the Lender upon demand therefor and be calculated on the basis of a 360-day year and actual days elapsed.

(c) In the event that the rate of interest payable hereunder shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and (B) the Maximum Rate (the "*Excess Interest Amount*"), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed the Maximum Rate, at which time the Authority shall pay to the Lender, with respect to amounts then payable to the Lender that are required to accrue interest hereunder, such portion of the deferred Excess Interest Amount as will cause the rate of interest then paid to the Lender, to equal the Maximum Rate, which payments of deferred Excess Interest Amount shall continue to apply to such unpaid amounts hereunder until all deferred Excess Interest Amount is fully paid to the Lender. Notwithstanding the foregoing, on the date on which no principal amount with respect to the Loans remains unpaid, the Authority shall pay to the Lender a fee equal to any accrued and unpaid Excess Interest Amount.

(d) All amounts paid pursuant to this Agreement shall be non-refundable and shall be paid in immediately available funds.

*Section 6.6. Liability of the Lender.* Neither the Lender nor any of its officers, directors, employees, representatives or agents shall be liable or responsible for (i) the use which may be made of any Advances, any Loans or this Agreement or for any acts, omissions, errors, interruptions, delays in transmission, dispatch or delivery of any message or advice, however transmitted, of the Lender in connection with this Agreement, any Advances, any Loans or the Bank Note, (ii) any action, inaction or omission which may be taken by the Lender in connection with this Agreement, any Advances, any Loans or the Bank Note, (iii) the validity, sufficiency or genuineness of documents, or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged, (iv) payment by the Lender against presentation of documents which do not comply with the terms of this Agreement or a Request for Advance, including failure of any documents to bear any reference or adequate reference to this Agreement, or (v) any other circumstances whatsoever in making or failing to make payment under this Agreement or pursuant to a Request for Advance, except for acts or events described in the immediately preceding clauses (i) through (v), to the extent, but only to the extent, of any direct, as opposed to special, indirect, consequential or punitive, damages (the right to receive special, indirect, consequential or punitive damages being hereby waived) suffered by it which the Authority proves were caused by (y) the Lender's willful misconduct or gross negligence in determining whether documents presented under this Agreement comply with the terms of this Agreement or (z) the Lender's failure to pay hereunder after the presentation to it of a Request for Advance strictly complying with the terms and conditions of this Agreement. The Authority further agrees that any action taken or omitted by the Lender under or in connection with this Agreement or the related draft or documents, if done without willful misconduct or gross negligence, shall be effective against the Authority as to the

rights, duties and obligations of the Lender and shall not place the Lender under any liability to the Authority. In furtherance and not in limitation of the foregoing, the Lender may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary.

*Section 6.7. Obligations Unconditional.* The Authority's obligation to repay the Revolving Loans and the Term Loans and all of its other Obligations under this Agreement shall be absolute and unconditional under any and all circumstances, including without limitation: (a) any lack of validity or enforceability of this Agreement, the Bank Note or any of the other Program Documents; (b) any amendment or waiver of or any consent to departure from all or any of the Program Documents; (c) the existence of any claim, set-off, defense or other right which the Authority may have at any time against the Lender or any other person or entity, whether in connection with this Agreement, the other Program Documents, the transactions contemplated herein or therein or any unrelated transaction; or (d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing; and irrespective of any setoff, counterclaim or defense to payment which the Authority may have against the Lender, any Participant, or any other Person, including, without limitation, any defense based on the failure of any non-application or misapplication of the proceeds of Advances hereunder, and irrespective of the legality, validity, regularity or enforceability of this Agreement, the Bank Note or any or all other Program Documents, and notwithstanding any amendment or waiver of (other than an amendment or waiver signed by the Lender explicitly reciting the release or discharge of any such obligation), or any consent to, or departure from, this Agreement, the Bank Note or any or all other Program Documents or any exchange, release, or non-perfection of any collateral securing the obligations of the Authority hereunder; *provided, however*, that nothing contained in this Section 6.7 shall abrogate or otherwise affect the rights of the Authority pursuant to Section 6.6 hereof.

## ARTICLE VII

### REPRESENTATIONS AND WARRANTIES

In order to induce the Lender to enter into this Agreement, the Authority makes the following representations and warranties to the Lender:

*Section 7.1. Organization; Existence.* The Authority is a public entity established pursuant to the laws of the State of California validly organized and existing under and by virtue of the laws of the State of California.

*Section 7.2. Power and Authority.* The Authority has (and had at the time of adoption, execution, delivery, issuance, sale or performance) full power, right and authority to (a) own its properties and carry on its business as now conducted, (b) execute and deliver each of the Program Documents and to perform its obligations under each of the Program Documents to which it is a party, and any and all instruments and documents required to be executed, adopted or delivered pursuant to or in connection herewith or therewith; (c) issue the Bank Note as provided in the Program Documents and make payment of principal and interest, if any, on the

Bank Note and to pay the Obligations at the times and in the manner set forth herein; and (d) perform each and all of the matters and things herein and in the Program Documents provided for and the Authority has complied in all material respects with the laws of the State in all matters relating to such execution, delivery and performance.

*Section 7.3. Due Authorization, Etc.* Each of the Program Documents to which the Authority is a party have been duly authorized, executed, issued and delivered. This Agreement and each of the other Program Documents to which the Authority is a party constitute legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with their terms, except as such enforceability may be limited by the valid exercise of judicial discretion and the constitutional powers of the United States of America and to valid bankruptcy, insolvency, reorganization, moratorium, or other similar laws and equitable principles relating to or affecting creditors' rights generally from time to time in effect, the limitations on legal remedies imposed on actions against public entities in the State, and the application of State laws relating to conflicts of interest to which public entities are subject. The Obligations are payable from and secured by Sales Tax Revenues as set forth herein and in the Indenture.

*Section 7.4. Necessary Actions Taken.* The Authority has taken all actions necessary to be taken by it (a) for the issuance of the Bank Note upon the terms set forth in the Program Documents; (b) for the execution, adoption and delivery by the Authority of any and all such other instruments and the taking of all such other actions on the part of the Authority as may be necessary or appropriate for the effectuation and consummation of the transactions on the part of the Authority contemplated by the Program Documents or in connection herewith or therewith; and (c) to authorize or approve, as appropriate, the execution, issuance and delivery of, and the performance of its obligations under and the transactions contemplated by each of the Program Documents to which it is a party and the payment of the Obligations at the times and in the manner set forth.

*Section 7.5. No Contravention.* The execution and delivery of each of the Program Documents to which the Authority is a party and compliance with the provisions hereof and thereof, will not in any material respect conflict with or result in a violation of the Constitution of the State or the laws of the State, including any debt limitations or other restrictions or conditions on the debt issuing power of the Authority, and will not in any material respect conflict with or result in a violation of, or breach of, or constitute a default under, any law, judgment, order, decree or administrative regulation or any of the terms, conditions or provisions of the organizational documents of the Authority or any ordinance, judgment, decree, contract, loan agreement, note, bond, resolution, indenture, mortgage, deed of trust or other agreement or instrument to which the Authority is a party or by which it or any property of the Authority is bound and will not, except as expressly provided herein, result in the imposition or creation of any lien, charge, or encumbrance upon or invalidate or adversely affect in any way the Sales Tax Revenues. The Authority has not received any notice, not subsequently withdrawn, given in accordance with the remedy provisions of any bond resolution or ordinance, trust indenture, guarantee or agreement or State law pertaining to bonds or notes secured by the Sales Tax Revenues, of any default or event of default of the Authority which has not been cured, remedied or waived.

*Section 7.6. Compliance.* The current collection of the Sales Tax Revenues and the management of the Authority and the accounting and recordkeeping therefor are in material compliance with all applicable state and federal laws and all applicable resolutions, ordinances and rules of the Authority. The Authority is in compliance with the terms and conditions of each of the Program Documents to which it is a party, and no breach of the terms hereof or thereof has occurred and is continuing, and no Default or Event of Default has occurred and is continuing. The Authority is in compliance with all insurance requirements applicable to the Authority. The Authority is in material compliance with all laws, ordinances, orders, writs, injunctions, decrees, rules and regulations applicable to it (including, without limitation, all applicable federal, state or local environmental, health and safety statutes and regulations, and the Authority's investment policy guidelines), except to the extent noncompliance could not reasonably be expected to have a Material Adverse Effect or a Material Adverse Operational Effect.

*Section 7.7. No Default.* No default by the Authority has occurred and is continuing in the payment of the principal of or premium, if any, or interest on any Sales Tax Revenue Obligations. No bankruptcy, insolvency or other similar proceedings pertaining to the Authority or any agency or instrumentality of the Authority are pending or presently contemplated. No Default or Event of Default has occurred and is continuing hereunder. No "default" or "event of default" under, and as defined in any of the other Program Documents has occurred and is continuing. The Authority is not presently in default under any material agreement to which it is a party which could reasonably be expected to have a Material Adverse Effect or a Material Adverse Operational Effect. The Authority is not in violation of any material term of the Act or any material term of any bond indenture or agreement to which it is a party or by which any of its property or assets is bound which could reasonably be expected to have a Material Adverse Effect or a Material Adverse Operational Effect.

*Section 7.8. No Public Vote or Referendum.* There is no public vote or referendum pending or concluded or, to the Authority's knowledge, proposed, the results of which could reasonably be expected to have a Material Adverse Effect or a Material Adverse Operational Effect.

*Section 7.9. No Immunity.* Under existing law, the Authority is not entitled to raise the defense of sovereign immunity in connection with any legal proceedings to enforce or collect upon this Agreement, the Bank Note or the transactions contemplated hereby or thereby, including the payment of the Obligations. The Authority agrees that to the extent that the Authority has or hereafter may acquire under any applicable law any right to immunity from set-off or legal proceedings on the grounds of sovereignty, the Authority hereby irrevocably waives, to the extent permitted by applicable law, such rights to immunity for itself in respect of its obligations arising under or related to this Agreement or the other Program Documents to which it is a party.

*Section 7.10. Litigation.* There is no action, suit or proceeding pending in any court, any other governmental authority with jurisdiction over the Authority or any arbitration in which service of process has been completed against the Authority or, to the best knowledge of any of the Authority's Executive Director, Chief Deputy Director or Deputy Director for Finance & Administration, any other action, suit or proceeding pending or threatened in any court, any other

governmental authority with jurisdiction over the Authority or any arbitrator, in either case against the Authority or its properties or revenues, or any of the Program Documents to which it is a party, which if determined adversely to the Authority would be reasonably likely to have a Material Adverse Effect or a Material Adverse Operational Effect.

*Section 7.11. Disclosure.* To the best knowledge of the Authority, none of the Program Documents to which the Authority is a party nor any other document, certificate or statements of the Authority (including the unaudited financial statements, reports, budgets, projections and cash flows of the Authority furnished to the Lender by or on behalf of the Authority in connection with the transactions contemplated hereby or thereby) contains any untrue statement of any material fact.

*Section 7.12. Financial Information.* (a) As of the Effective Date, the Authority has delivered to the Lender a copy of the audited financial statements for the Authority for the Fiscal Year ended June 30, 2014. Such audited financial statements together with related notes, fairly present the financial position and results of operation of the Authority as of the date and for the periods therein set forth. All such financial statements have been prepared in accordance with GAAP. As of the Effective Date, there has been no Material Adverse Operational Effect since June 30, 2014, except as has been disclosed to the Lender in writing. The Authority has no material contingent liabilities or other material contracts or commitments payable from the Sales Tax Revenues which are not reflected in such financial statements previously delivered to the Lender or in the notes thereto or otherwise as disclosed to the Lender in writing.

(b) Subsequent to the Effective Date, the audited financial statements for the Authority delivered to the Lender pursuant to Section 8.2(a) hereof, with related notes, fairly present the financial position and results of operation of the Authority as of the date and for the periods therein set forth. All such financial statements have been prepared in accordance with GAAP. The Authority has no material contingent liabilities or other material contracts or commitments payable from the Sales Tax Revenues which are not reflected in such financial statements delivered to the Lender or in the notes thereto or otherwise as disclosed to the Lender in writing.

*Section 7.13. Official Signatures.* The Authorized Representative, on behalf of the Authority, has and had full power and authority to execute and deliver each of the Program Documents which are to be executed and delivered by or on behalf of the Authority on the Effective Date and perform under each of the Program Documents to which the Authority is a party. Any agreement, certificate or request signed by or on behalf of any Authorized Representative of the Authority and delivered to the Trustee or the Lender shall be deemed a representation and warranty by the Authority to the Lender as to the truth, accuracy and completeness of the statements made by the Authority therein.

*Section 7.14. Incorporation of Representations and Warranties by Reference.* The Authority hereby makes to the Lender the same representations and warranties made by the Authority in each Program Document to which the Authority is a party, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference for the benefit of the Lender with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety. Except as



permitted by Section 8.15 hereof, no amendment to such representations and warranties or defined terms made pursuant to any Program Document shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the prior written consent of the Lender.

*Section 7.15. Environmental Matters.* The Authority's operations are in material compliance with all of the requirements of applicable federal, state and local environmental, health and safety statutes and regulations and to the best knowledge of any of the Authority's Executive Director, Chief Deputy Director or Deputy Director for Finance & Administration are not the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, where a failure to comply with any such requirement or the need for any such remedial action would have a Material Adverse Effect or a Material Adverse Operational Effect.

*Section 7.16. Security.* The Indenture creates the legally valid, binding and irrevocable lien on and pledge of the Sales Tax Revenues and the Pledged Funds to secure the Reimbursement Obligations. Each of the Agreement and the Indenture creates the legally valid, binding and irrevocable lien on and pledge of the Sales Tax Revenues and the Pledged Funds to secure the Obligations (other than the Reimbursement Obligations) and the portion of the Bank Note evidencing and securing Obligations (other than the Reimbursement Obligations). There is no Lien on the Sales Tax Revenues and the Pledged Funds other than the Liens created by or pursuant to the Indenture and this Agreement. The Indenture does not permit the issuance of any Debt secured by the Sales Tax Revenues to rank senior to lien on Sales Tax Revenues securing the Reimbursement Obligations, other than Senior Lien Debt issued under the Indenture. The payment of the Reimbursement Obligations ranks on a parity with the payment of principal of and interest on Parity Debt, is not subordinate to the payment of any Secured Debt secured by a Lien on the Sales Tax Revenues or the Pledged Funds or any other claim other than payments with respect to the principal of and interest on the Senior Lien Debt, and is prior as against all other Persons having claims of any kind in tort, contract or otherwise, whether or not such Persons have notice of the Lien. No filing, registering, recording or publication of the Indenture or any other instrument is required to establish the pledge under the Indenture or to perfect, protect or maintain the Lien created thereby on the Sales Tax Revenues and the Pledged Funds to secure the Bank Note and the Obligations. As of the Effective Date, the Bank Note and the obligations of the Authority under this Agreement constitute the only Debt of the Authority that is secured by a Lien on the Sales Tax Revenues. Under the terms of the Indenture, the Sales Tax Revenues cannot secure any Debt of the Authority other than Senior Lien Debt, the Bank Note, Parity Debt, the Obligations and Subordinate Obligations. The Sales Tax Revenues are not and shall not be pledged to secure the payment of any obligations of the Authority other than the foregoing. The Bank Note will be duly issued and the portion of the Bank Note evidencing and securing Reimbursement Obligations shall constitute Parity Debt under the Indenture and will be entitled to the benefits thereof.

*Section 7.17. Investment Company Act.* The Authority is not an "investment company" or a company "controlled" by an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended.

*Section 7.18. ERISA; Plans; Employee Benefit Plans.* The Authority is not subject to ERISA and maintains no Plans.

*Section 7.19. Pending Legislation and Decisions.* There is no amendment, or to the knowledge of the Authority's Executive Director, Chief Deputy Director or Deputy Director for Finance & Administration, proposed amendment to the Constitution of the State or any State law or any administrative interpretation of the Constitution of the State or any State law, or any legislation that has passed either house of the legislature of the State, or any judicial decision interpreting any of the foregoing, the effect of which will have a Material Adverse Effect or a Material Adverse Operational Effect.

*Section 7.20. Usury.* There is no limitation under California law on the rate of interest payable by the Authority with respect to the Bank Note or the Obligations or with respect to the Authority's obligations to the Lender hereunder or under the Bank Note.

*Section 7.21. Margin Regulations.* No portion of the proceeds of any Advance or Loan hereunder shall be used by the Authority (or the Trustee or any other Person on behalf of the Authority) for the purpose of "purchasing" or "carrying" any margin stock or used in any manner which might cause the borrowing or the application of such proceeds to violate Regulation G, Regulation U or X of the Board of Governors of the Federal Reserve System or any other regulation of the Authority or to violate the Securities Exchange Act of 1934, as amended, in each case as in effect on the date or dates of such Drawings or Advances and such use of proceeds.

*Section 7.22. Anti-Terrorism Laws.* (a) The Authority is not in violation of any Laws relating to terrorism or money laundering ("*Anti-Terrorism Laws*"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "*Executive Order*"), and the Patriot Act;

(i) The Authority is not any of the following:

(A) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(B) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(C) a Person with which the Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(D) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or

(E) a Person that is named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset

Control (“OFAC”) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list; and

(ii) to the best of the Authority’s knowledge, the Authority (A) does not conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (i) above, (B) does not deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (C) does not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempt to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

*Section 7.23. Trustee.* As of the Effective Date, U.S. Bank National Association is the duly appointed and acting Trustee.

*Section 7.24. Tax Status of Interest on Loans and Bank Note.* The Authority represents to the Lender that it has not taken any action, and to the best knowledge of any of the Authority’s Executive Director, Chief Deputy Director or Deputy Director for Finance & Administration no other Person has taken any action, which would cause interest on the Loans or the Bank Note to be includable in the gross income of the recipients thereof for federal income tax purposes.

## ARTICLE VIII

### COVENANTS OF THE AUTHORITY

So long as the Commitment is outstanding and until all Obligations shall have been paid in full, the Authority hereby covenants and agrees, to do the following, unless the Lender shall otherwise consent in writing:

*Section 8.1. Maintenance of Existence.* The Authority (a) shall maintain its existence pursuant to the laws of the State and (b) shall not liquidate or dissolve, or sell or lease or otherwise transfer or dispose of all or any substantial part of its property, assets or business, or combine, merge or consolidate with or into any other entity.

*Section 8.2. Reports, Certificates and Other Information.* The Authority shall furnish or cause to be furnished to the Lender copies of:

(a) *Annual Report.* As soon as available, but no later than (i) 240 days after the end of each Fiscal Year, the annual audited financial statements for the Authority together with (1) the opinion of the Authority’s independent accountants and (ii) 60 days after the end of each Fiscal Year, a certificate in the form attached hereto as Exhibit G-1 signed by the Authority’s duly appointed and acting Executive Director or Deputy Director for Finance & Administration (x) demonstrating compliance with Section 8.24 hereof and (y) stating that no Event of Default or Default has occurred, or if such Event

of Default or Default has occurred, specifying the nature of such Event of Default or Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default or Default.

(b) *Quarterly Certificate.* Within 30 days after and as of the end of each fiscal quarter of each Fiscal Year of the Authority, a certificate of the Authority setting forth the amount of gross sales tax receipts received for the immediately preceding fiscal quarter and the aggregate gross sales tax receipts for the current Fiscal Year year-to-date period and comparisons for the prior Fiscal Year quarter and the prior Fiscal Year year-to-date periods all as certified in a writing signed by the Authority's duly appointed and acting Executive Director or Deputy Director for Finance & Administration.

(c) *Budget.* As soon as available, but in any event not later than 60 days after the start of each Fiscal Year, the approved Budget for such Fiscal Year.

(d) *Trustee Notices.* As soon as available all notices, certificates, instruments, letters and written commitments in connection with Parity Debt provided to the Trustee other than those notices, certificates, instruments, letters and written commitments that relate solely to the routine issuance and payment of Parity Debt.

(e) *Notices of Resignation of the Trustee.* As promptly as practicable, after receiving notice, written notice to the Lender of any resignation of any Trustee.

(f) *Offering Memorandum and Material Event Notices.* (A) Within ten (10) days after the issuance of any securities by the Authority with respect to which a final official statement or other offering or disclosure document has been prepared by the Authority, (1) provide the Lender with a copy of such official statement or offering circular or (2) provide the Lender with notice that such information has been filed with EMMA and is publicly available; and (B) during any period of time the Authority is subject to continuing disclosure requirements under Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (17 C.F.R. Sec. 240-15c2-12), or any successor or similar legal requirement, immediately following any dissemination, distribution or provision thereof to any Person, (1) provide the Lender with a copy of any reportable event notice (as described in b(5)(i)(C) of Rule 15c2-12) disseminated, distributed or provided in satisfaction of or as may be required pursuant to such requirements or (2) provide the Lender with notice that such event notice has been filed with EMMA and is publicly available.

(g) *Notice of Default, Event of Default or Adverse Change.* (i) Promptly upon obtaining knowledge of any Default or Event of Default, or notice thereof, and within five days thereafter, a certificate signed by an Authorized Representative specifying in reasonable detail the nature and period of existence thereof and what action the Authority has taken or proposes to take with respect thereto; (ii) promptly following a written request of the Lender, a certificate of an Authorized Representative as to the existence or absence, as the case may be, of a Default or an Event of Default under this Agreement; and (iii) promptly upon obtaining knowledge of any "default" or "event of default" as

defined under any Bank Agreement, notice specifying in reasonable detail the nature and period of existence thereof and what action the Authority has taken or proposes to take with respect thereto.

(h) *Litigation.* As promptly as practicable, written notice to the Lender of all litigation served against the Authority and all proceedings before any court or governmental authority which could reasonably be expected to have a Material Adverse Effect or a Material Adverse Operational Effect.

(i) *Additional Debt.* Five (5) Business Days prior to the date of issuance and delivery of any additional Senior Lien Debt, Parity Debt or Subordinate Obligations, (1) written notice to the Lender of such issuance, including, without limitation, the aggregate principal amount of additional Senior Lien Debt, Parity Debt or Subordinate Obligations outstanding after such issuance and (2) a certificate demonstrating in reasonable detail that the Authority has complied with and is projected to comply with Section 8.13 hereof, including, without limitation, a copy of any certificate or materials required to be provided pursuant to Section 8.13 hereof. For the avoidance of doubt, this requirement shall not apply to the making of Advances or Loans hereunder.

(j) *Other Information.* Such other information regarding the business affairs, financial condition and/or operations of the Authority as the Lender may from time to time reasonably request.

The Authority will permit the Lender to disclose the information described in this Section 8.2 to any Participants or Noteholders hereunder.

*Section 8.3. Maintenance of Books and Records.* The Authority will keep proper books of record and account in which full, true and correct entries in accordance with the Authority's budget basis accounting principles and reporting practices will be made of all dealings or transactions in relation to its activities. All financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements, except as otherwise specifically prescribed herein. Except as provided in the immediately preceding sentence, in preparing any financial data or statements contemplated or referred to in this Agreement, the Authority shall not vary or modify the accounting methods or principles from the accounting standards employed in the preparation of its audited financial statements described in Section 7.12 hereof.

*Section 8.4. Access to Books and Records.* To the extent permitted by law, the Authority will permit any Person designated by the Lender (at the expense of the Lender, unless and until a Default or Event of Default has occurred, at which time it shall be at the expense of the Authority) to visit any of the offices of the Authority to examine the books and financial records (except books and financial records the examination of which by the Lender is prohibited by law or by attorney/client privilege), including minutes of meetings of any relevant governmental committees or agencies, and make copies thereof or extracts therefrom, and to

discuss the affairs, finances and accounts of the Authority with its principal officials, all at such reasonable times and as often as the Lender may reasonably request.

*Section 8.5. Compliance With Documents.* The Authority agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the Indenture and each of the other Program Documents to which it is a party, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety all of which shall be deemed to be made for the benefit of the Lender and shall be enforceable against the Authority. To the extent that any such incorporated provision permits the Authority or any other party to waive compliance with such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to the Authority or any other party, for purposes of this Agreement, such provision shall be complied with unless it is specifically waived by the Lender in writing and such document, opinion or other instrument and such event or condition shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Lender which shall only be evidenced by the written approval by the Lender of the same. Except as permitted by Section 8.15 hereof, no termination or amendment to such covenants and agreements or defined terms or release of the Authority with respect thereto made pursuant to the Indenture or any of the other Program Documents to which the Authority is a party, shall be effective to terminate or amend such covenants and agreements and defined terms or release the Authority with respect thereto in each case as incorporated by reference herein without the prior written consent of the Lender. Notwithstanding any termination or expiration of the Indenture or any such other Program Document to which the Authority is a party, the Authority shall, unless the Indenture or such other Program Document, as applicable, has terminated in accordance with its terms and has been replaced by a new Indenture or Program Document, as applicable, continue to observe the covenants therein contained for the benefit of the Lender until the termination of this Agreement. All such incorporated covenants shall be in addition to the express covenants contained herein and shall not be limited by the express covenants contained herein nor shall such incorporated covenants be a limitation on the express covenants contained herein.

*Section 8.6. Compliance With Law.* The Authority shall comply with and observe the obligations and requirements set forth in the Constitution of the State and in all statutes and regulations binding upon it, including without limitation, any relating to the Program Documents to which the Authority is a party.

*Section 8.7. Receipt and Deposit of Sales Tax Revenues.* The Authority shall use its best efforts to assure that the BOE pays the Sales Tax Revenues directly to the Trustee on a monthly basis; and if at any time any Sales Tax Revenues are paid to the Authority by the BOE instead of being paid directly to the Trustee, immediately upon receipt, the Authority shall transfer such Sales Tax Revenues to the Trustee to be held under the terms and provisions of the Indenture; and during such time as such Sales Tax Revenues are held by the Authority (prior to transfer to the Trustee), such Sales Tax Revenues will be impressed with a trust and held for the benefit of the Noteholders under the Indenture.

*Section 8.8. Further Assurances.* From time to time hereafter, the Authority will execute and deliver such additional instruments, certificates or documents, and will take all such actions as the Lender may reasonably request for the purposes of implementing or effectuating the provisions of the Program Documents to which the Authority is a party or for the purpose of more fully perfecting or renewing the rights of the Lender with respect to the rights, properties or assets subject to such documents (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by the Authority which may be deemed to be a part thereof). Upon the exercise by the Lender of any power, right, privilege or remedy pursuant to the Program Documents to which the Authority is a party which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, the Authority will, to the fullest extent permitted by law, execute and deliver all necessary applications, certifications, instruments and other documents and papers that the Lender may be required to obtain for such governmental consent, approval, registration, qualification or authorization. At any time, and from time to time, upon request by the Lender, the Authority will, at the Authority's expense, correct any defect, error or omission which may be discovered in the form or content of any of the Program Documents to which the Authority is a party or protect the Lender's interests, security, rights and remedies with respect to the Sales Tax Revenues or its security under the Indenture or hereunder. At all times, the Authority will defend, preserve and protect the pledge of certain funds pursuant to the Indenture and all the rights of the Lender hereunder and under the Indenture against all claims and demands of all Persons whatsoever.

*Section 8.9. No Impairment.* The Authority will neither take any action, nor cause the Trustee to take any action, under the Indenture or any Program Document which would materially adversely affect the rights, interests, remedies or security of the Lender under this Agreement or any other Program Document or which could result in a Material Adverse Effect or a Material Adverse Operational Effect; *provided* that modifications to the Indenture and/or Program Documents to allow the issuance of Debt or to provide the ability for Senior Lien Debt to be accelerated shall be deemed not to be adverse to the Lender's rights, interests, remedies or security so long as the Authority complies with Section 8.13 hereof with respect to such Debt.

*Section 8.10. Application of Loan Proceeds.* The Authority will not take or omit to take any action, which action or omission will in any way result in the proceeds from any Advance or Loan being applied in a manner inconsistent with the Act, the Ordinances and the Indenture.

*Section 8.11. Reserved.*

*Section 8.12. Trustee.* The Authority will not, without the prior written consent of the Lender, which consent shall not be unreasonably withheld, (a) remove, or seek to remove the Trustee; or (b) appoint or consent to the appointment of any successor Trustee thereto. The Authority shall at all times maintain a Trustee pursuant to the terms of the Indenture that is acceptable to the Lender.

*Section 8.13. Limitation on Additional Debt.* The Authority will not issue and/or incur any additional Senior Lien Debt, Parity Debt or Subordinate Obligations, unless (i) the Maximum Annual Debt Service Coverage Ratio after giving effect to the issuance of such

additional Senior Lien Debt, Parity Debt or Subordinate Obligations will be at least equal to 130%, (ii) with respect to Senior Lien Debt and Parity Debt, the Maximum Annual Debt Service Coverage Ratio after giving effect to the issuance of such additional Senior Lien Debt or Parity Debt will be at least equal to 150% and (iii) the Authority remains in compliance with the Program Documents and this Section 8.13. At least five (5) Business Days prior to the date of issuance of any Senior Lien Debt, Parity Debt or Subordinate Obligations, the Authority shall deliver to the Lender a certification executed by the Authority's duly appointed and acting Executive Director, Chief Deputy Director or Deputy Director for Finance & Administration as to compliance with all debt service coverage ratios that are required to be satisfied as a condition precedent to the issuance or incurrence of said Senior Lien Debt, Parity Debt or Subordinate Obligations. Notwithstanding the foregoing, the Authority will not issue any additional Senior Lien Debt, Parity Debt or Subordinate Obligations unless and until the following conditions have been satisfied: (i) no Event of Default shall have occurred and then be continuing (*provided, however*, that this clause (i) shall not preclude the Authority from issuing Senior Lien Debt, Parity Debt or Subordinate Obligations from and after the occurrence of an Event of Default if contemporaneously with the issuance of such indebtedness, this Agreement is terminated and all Obligations due and owing hereunder have been paid in full); (ii) the aggregate principal amount of Sales Tax Revenue Obligations authorized to be issued under the Ordinances and the Indenture, together with all outstanding Sales Tax Revenue Obligations, shall not in combination exceed any limitation imposed by the Ordinances or the Act; and (iii) the Authority shall have delivered to the Lender a certificate in the form attached hereto as Exhibit G-2 certifying that the Maximum Annual Debt Service Coverage Ratio after giving effect to the issuance of such additional Senior Lien Debt, Parity Debt or Subordinate Obligations will be at least equal to 130% with respect to Senior Lien Debt, Parity Debt and Subordinate Obligations and 150% with respect to Senior Lien Debt and Parity Debt. For the avoidance of doubt, the requirements of this Section 8.13 shall not apply to the making of Advances or Loans hereunder.

*Section 8.14. Maintenance of Tax-Exempt Status of Loans and Bank Note.* The Authority will not take any action or omit to take any action which, if taken or omitted, would adversely affect the exclusion of interest on the Loans or the Bank Note from gross income for purposes of federal income taxation or the exemption of such interest from State of California personal income taxes.

*Section 8.15. Amendments to Indenture and Program Documents.* The Authority will not amend or modify, or permit to be amended or modified the Indenture or any Program Document in a manner adverse to the Lender's rights, security or interests without the prior written consent of the Lender; *provided* that modifications to the Indenture and/or Program Documents to allow the issuance of Debt or to provide the ability for Senior Lien Debt to be accelerated shall be deemed not to be adverse to the Lender's rights, security or interests so long as the Authority complies with Section 8.13 hereof with respect to such Debt.

*Section 8.16. Ratings.* The Authority covenants and agrees that it shall at all times maintain at least two Authority Ratings from any of Fitch, Moody's or S&P. The Authority covenants and agrees that it shall not at any time withdraw or permit to be withdrawn any Authority Rating issued by any of Fitch, Moody's or S&P if the effect of such withdrawal would



be to cure a Default or an Event of Default under this Agreement or to decrease the Applicable Spread or Commitment Fee Rate.

*Section 8.17. Liens.* The Authority shall not, directly or indirectly, incur, create or permit to exist any Lien on the Sales Tax Revenues or all or any part of the security provided by the Indenture that is senior to or on a parity with the Lien created by the Indenture for the benefit of the Bank Note and the Obligations, other than (i) Liens created under and in accordance with the terms of the Indenture; (ii) the Liens created for the benefit of the Bank Note, the Obligations, Parity Debt, the Senior Lien Debt, the Subordinate Obligations and reimbursement obligations owed to the provider of credit enhancement supporting Senior Lien Debt or Subordinate Obligations that have heretofore or may hereafter be issued; and (iii) Liens which could not reasonably be expected to materially adversely affect the interests, rights, remedies or security of the Lender under this Agreement and the Bank Note. In no event shall Swap Termination Payments have a lien on the Sales Tax Revenues that is prior to or on a parity with the Lien securing the Parity Debt and the Reimbursement Obligations.

*Section 8.18. Sales Tax Related Laws.* In the event that (i) either Ordinance is determined by a court of competent jurisdiction to be invalid or unenforceable or (ii) a referendum or court proceeding challenging either Ordinance is initiated or filed, the effect of which is to disrupt the transfer of Sales Tax Revenues from the State Board of Equalization to the Trustee, the Authority shall (A) take all actions as may or shall be required to have such Ordinance acknowledged, reinstated or reapplied, as applicable, and (B) direct the State Board of Equalization to directly transmit all Sales Tax Revenues associated with the Ordinances to the Trustee for repayment of the Bank Note, Advances and Term Loans and the interest therein as and when due.

*Section 8.19. Substitute Credit Agreement or Refinancing.*

(a) The Authority agrees to use its commercially reasonable efforts to obtain a substitute Credit Agreement to replace this Agreement or otherwise refinance the Bank Note and pay all other Obligations hereunder in the event (i) the Lender determines not to extend the Commitment Expiration Date or if the Authority fails to request such an extension (such replacement or refinancing to occur on or before the Commitment Expiration Date) or (ii) this Agreement is terminated.

(b) The Authority agrees that any substitute Credit Agreement will require, as a condition to the effectiveness of the substitute Credit Agreement, that the provider of such substitute Credit Agreement provide funds to the extent necessary, on the date the substitute Credit Agreement becomes effective, for payment of all Obligations hereunder and under the Bank Note. On the effective date of such substitute Credit Agreement or refinancing, as the case may be, the Authority shall pay in full all other amounts due under this Agreement and the Bank Note (including, without limitation, all Excess Interest and unpaid interest thereon).

*Section 8.20. Incorporation from Bank Agreements.* (a) In the event that the Authority shall, directly or indirectly, enter into or otherwise consent to any credit agreement, liquidity

agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, bond purchase agreement, line of credit, or other agreement or instrument (or any amendment, supplement or other modification thereof) (each a “*Bank Agreement*”) under which, directly or indirectly, any Person or Persons undertake(s) to make or provide funds to the Authority or to make payment of, or to purchase or provide credit enhancement for bonds or notes of the Authority secured by or payable from the Sales Tax Revenues, and which such Bank Agreement provides such Person with any more favorable remedies, including, without limitation, more favorable rights of acceleration (collectively, the “*Additional Rights*”) than are provided to the Lender in this Agreement, such Additional Rights shall automatically be deemed to be incorporated into this Agreement and the Lender shall have the benefits of such Additional Rights; *provided, however*, that such Additional Rights shall automatically be deemed to be incorporated into this Agreement and the Lender shall have the benefits of such Additional Rights. Upon the request of the Lender, the Authority shall promptly enter into an amendment to this Agreement to include such Additional Rights, *provided* that the Lender shall maintain the benefit of such Additional Rights even if the Authority fails to provide such amendment. If the Authority shall amend the Bank Agreement such that it no longer provides for such Additional Rights, then, without the consent of the Lender, this Agreement shall automatically no longer contain the related Additional Rights and the Lender shall no longer have the benefits of any of the related Additional Rights.

(b) In the event that (i) the Authority shall enter into or otherwise consent to any Bank Agreement, which such Bank Agreement provides for any term or provision which permits any outstanding advance, loan or drawing to commence amortizing sooner or to amortize over a period shorter, in either case, than the time periods set forth Section 4.5 hereof (such earlier commencement or shorter amortization period, the “*Shorter Term Out Period*”), this Agreement shall automatically be deemed to be amended such that the time periods set forth in Section 4.5 hereof shall be such Shorter Term Out Periods. Upon the occurrence of the condition set forth in the immediately preceding sentence, the Authority shall promptly enter into an amendment to this Agreement such that the time periods set forth in Section 4.5 equal such Shorter Term Out Period, *provided* that the time periods set forth in Section 4.5 shall equal the Shorter Term Out Period regardless of whether this Agreement is amended. If the Authority shall amend the Bank Agreement such that it no longer provides for an earlier commencement of amortization or an amortization of the related advance, loan or drawing for a period less than the time periods set forth in Section 4.5, then, without the consent of the Lender, the time periods applicable to the commencement of amortization and the period of amortization shall once again equal the periods provided in Section 4.5 hereof.

*Section 8.21. Immunity from Jurisdiction.* To the fullest extent permitted by law, the Authority will not assert any immunity it may have as a public entity under the laws of the State of California from lawsuits with respect to this Agreement or the Bank Note. Any such suits shall be subject to all substantive and procedural requirements of California law.

*Section 8.22. Swap Contracts.* The Authority will not enter into any Swap Contract relating to Debt (i) wherein any termination payments thereunder are senior to or on parity with the payment of the Bank Note or any Obligations or (ii) which requires the Authority to post collateral to secure its obligations thereunder (other than a Lien on the Sales Tax Revenues and

except to the extent required by any law or regulation not in effect on the Effective Date), in each case, without the prior written consent of the Lender.

*Section 8.23. Use of Lender's Name.* Except as may be required by law (including, but limited to, federal and state securities laws), the Authority shall not use the Lender's name in any published materials (other than the Authority's staff reports, resolutions, annual statements, audited financial statements, rating agency presentations) without the prior written consent of the Lender (which consent shall not be unreasonably withheld); *provided* that, without the prior written consent of the Lender, the Authority may identify the Lender as a party to this Agreement, the amount of the Commitment, the expiration date of this Agreement and that the Authority's obligations under this Agreement are secured by the Sales Tax Revenues, in offering documents with respect to the Senior Lien Debt and the Subordinate Obligations, so long as no other information relating to the Agreement or the Lender is disclosed in such offering documents without the prior written consent of the Lender, which consent will not be unreasonably withheld; *provided, further*, that the Authority shall be permitted to file the Agreement with the California Debt and Investment Advisory Commission, with redactions that are reasonably satisfactory to the Lender.

*Section 8.24. Debt Service Coverage Ratio.* The Authority shall not permit the Debt Service Coverage Ratio to be less than 130% as of each Fiscal Year end.

*Section 8.25. Final Maturity Date.* The Authority shall not permit the final maturity date of any Senior Lien Debt, Parity Debt or Subordinate Obligations to be beyond the earliest of (i) the expiration date of the applicable provisions of Proposition B and Proposition K which permit the use of the Sales Tax Revenues to repay Senior Lien Debt, Parity Debt or Subordinate Obligations and (ii) March 1, 2034.

## ARTICLE IX

### DEFAULTS AND REMEDIES

*Section 9.1. Events of Default.* The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of law) shall be an "Event of Default" hereunder:

(a) (i) the Authority fails to pay, or cause to be paid, when due any principal of or interest on any Loan or (ii) the Authority fails to pay when due any Commitment Fee or any other Obligation (other than as described in clause (a)(i) hereof) and with respect to the payment obligations described in this clause (a)(ii), such failure shall continue for five (5) calendar days;

(b) any representation, warranty or statement made by or on behalf of the Authority herein or in any Program Document to which the Authority is a party or in any certificate delivered pursuant hereto or thereto shall prove to be untrue in any material respect on the date as of which made or deemed made; or any document, certificate or

statement of the Authority (including unaudited financial reports, budgets, projections and cash flows of the Authority) furnished to the Lender by or on behalf of the Authority in connection with the transactions contemplated hereby are materially inaccurate in light of the circumstances under which they were made and as of the date on which they were made;

(c) (i) the Authority fails to perform or observe any term, covenant or agreement contained in Sections 8.1, 8.2(i), 8.9, 8.10, 8.11, 8.12, 8.13, 8.15, 8.16, 8.17, 8.19(b), 8.21, 8.22, 8.24 or 8.25 hereof; (ii) the Authority fails to perform or observe any term, covenant or agreement contained in Sections 8.2(a), 8.2(b) and 8.2(c) and any such failure cannot be cured or, if curable, remains uncured for five (5) days after written notice thereof to the Authority; (iii) the Authority fails to perform or observe any term, covenant or agreement contained in Section 8.14 hereof for a period of two-hundred seventy (270) days after the occurrence of such failure; or (iv) the Authority fails to perform or observe any other term, covenant or agreement or the condition subsequent set forth in Section 2.4(c) hereof contained in this Agreement (other than those referred to in any other Event of Default in this Agreement) and any such failure cannot be cured or, if curable, remains uncured for thirty (30) days after the earlier to occur of (A) written notice thereof to the Authority or (B) an Authorized Representative having actual knowledge thereof;

(d) the Authority shall (i) default in any payment of any Debt (other than the Bank Note or the Loans) secured by a charge, lien or encumbrance on all or any portion of the Sales Tax Revenues that is senior to, or on a parity with, the Bank Note or the Loans, including, without limitation, Senior Lien Debt ("*Secured Debt*"), beyond the period of grace, if any, provided in the instrument or agreement under which such Secured Debt was created; (ii) default in any payment of any Debt secured by a charge, lien or encumbrance on all or any portion of the Sales Tax Revenues that is subordinate to the Bank Note and the Loans ("*Subordinate Secured Debt*"), beyond the period of grace, if any, provided in the instrument or agreement under which such Subordinate Secured Debt was created; (iii) default in the observance or performance of any agreement or condition relating to any Secured Debt or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to permit the holder or holders of such Secured Debt (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Secured Debt to become due prior to its stated maturity; or (iv) default in the observance or performance of any agreement or condition relating to any Subordinate Secured Debt or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Subordinate Secured Debt (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Subordinate Secured Debt to become due prior to its stated maturity;

(e) the occurrence of (i) an Incipient Invalidity Event or (ii) an Invalidity Event;

(f) any provision of the Indenture relating to the security for the Bank Note or the Obligations, the Authority's ability to pay the Obligations or perform its obligations hereunder or under the Bank Note or the interests, security, rights or remedies of the Lender, or any Program Document to which the Authority is a party or any material provision thereof shall cease to be in full force or effect, or the Authority or any Person acting by or on behalf of the Authority shall deny or disaffirm the Authority's obligations under the Indenture or any other Program Document to which the Authority is a party or any material provision thereof;

(g) a final judgment or order for the payment of money in excess of \$10,000,000 (in excess of the amount of proceeds of applicable insurance actually paid in satisfaction of such judgment) shall have been rendered against the Authority and such judgment or order shall not have been satisfied, stayed, vacated, discharged or bonded pending appeal within a period of sixty (60) days from the date on which it was first so rendered;

(h) (i) a debt moratorium, debt restructuring, debt adjustment or comparable restriction is imposed on the repayment when due and payable of the principal or interest on any Debt (including, without limitation, amounts due under any Bank Agreement) secured by a lien, charge or encumbrance upon the Sales Tax Revenues; (ii) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, the Authority seeks to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, termination, composition or other relief with respect to it or its debts (or the existence of the Authority is dissolved or terminated by any other means); (iii) the Authority seeks appointment of a receiver, trustee, custodian or other similar official for itself or for any substantial part of the Authority's property, or the Authority shall make a general assignment for the benefit of its creditors; (iv) there shall be commenced against the Authority any case, proceeding or other action of a nature referred to in clause (ii) above and the same shall remain undismissed; (v) there shall be commenced against the Authority any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal, within sixty (60) days from the entry thereof; (vi) a financial control board, or its equivalent, shall be imposed upon the Authority by a Governmental Authority; (vii) the Authority takes action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), (iii), (iv), (v) or (vi) above; or (viii) the Authority shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due;

(i) any of Fitch, Moody's or S&P shall have downgraded its Authority Rating below "Baa2" (or its equivalent), "BBB" (or its equivalent), or "BBB" (or its equivalent), respectively, or suspended or withdrawn its rating of the same for any credit-related reason (and such suspension or withdrawal is initiated by the respective rating agency);

(j) any default or other event shall occur under any indenture, agreement, instrument or other document pursuant to which any Secured Debt or Subordinate Secured Debt was issued or under any Bank Agreement related to any Secured Debt or Subordinate Secured Debt and such default or other event related to any of the foregoing shall continue for a period of time sufficient to permit the acceleration of the maturity or mandatory tender for purchase (resulting in the same being due and payable on the purchase date) or mandatory redemption of such Secured Debt prior to maturity or the acceleration of any obligations under any Bank Agreement (whether or not any such Secured Debt or Subordinate Secured Debt or any obligations under any such Bank Agreement are in fact accelerated or subject to mandatory tender for purchase or mandatory redemption);

(k) any "event of default" shall have occurred and be continuing under any Program Document beyond the expiration of any applicable grace period; or

(l) any funds or accounts or investments on deposit in, or otherwise to the credit of, any of the funds or accounts established pursuant to the Indenture, that have been pledged to or a lien granted thereon to secure the Bank Note or the Obligations, shall become subject to any writ, judgment, warrant or attachment, execution or similar process which shall not have been vacated, discharged, or stayed or bonded pending appeal within fifteen (15) days from the entry thereof.

*Section 9.2. Rights and Remedies upon Default.* (a) *Acceleration.* (i) Upon the occurrence of an Immediate Acceleration Event, the Bank Note and all Obligations hereunder shall automatically become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Authority (unless such automatic acceleration is waived by the Lender in writing);

(ii) Upon the occurrence of a Tier One Acceleration Event that has not been cured, by notice to the Authority, Lender may declare the Bank Note and all Obligations hereunder to be immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Authority and upon the Authority's receipt of any such notice of acceleration based upon a Tier One Acceleration Event, the Bank Note and all Obligations hereunder shall become immediately due and payable; and

(iii) Upon the occurrence of a Tier Two Acceleration Event, by notice to the Authority, Lender may declare the Bank Note and all Obligations hereunder to be due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Authority and upon the date that is two hundred seventy (270) calendar days after the date that Lender provides such notice of acceleration based

upon a Tier Two Acceleration Event to the Authority, unless such Tier Two Acceleration Event has been cured, the Bank Note and all Obligations hereunder shall become immediately due and payable on such date.

(b) Upon the occurrence of any Event of Default hereunder, the Lender may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(i) by written notice to the Authority, reduce the Available Commitment to zero and thereafter the Lender will have no further obligation to make Advances hereunder and the Commitment shall terminate;

(ii) either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by a court in any appropriate action or proceeding, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Program Documents or to enforce performance or observance of any obligation, agreement or covenant of the Authority under the Program Documents, whether for specific performance of any agreement or covenant of the Authority or in aid of the execution of any power granted to the Lender in the Program Documents;

(iii) cure any Default, Event of Default or event of nonperformance hereunder or under any Program Document; *provided, however*, that the Lender shall have no obligation to effect such a cure; and

(iv) exercise, or cause to be exercised, any and all remedies as it may have under the Program Documents and as otherwise available at law and at equity.

*Section 9.3. No Waiver.* No failure on the part of Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. No delay or omission by the Lender in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right, remedy or power or be construed to be a waiver of any default on the part of the Lender or to be acquiescence therein. No express or implied waiver by the Lender of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

*Section 9.4. Discontinuance of Proceedings.* In case the Lender shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Program Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Lender shall have the unqualified right so to do and, in such event, the Authority and the Lender shall be restored to their former positions with respect to the Obligations, the Program Documents and otherwise, and the rights, remedies, recourse and powers of the Lender hereunder shall continue as if the same had never been invoked.

ARTICLE X

MISCELLANEOUS

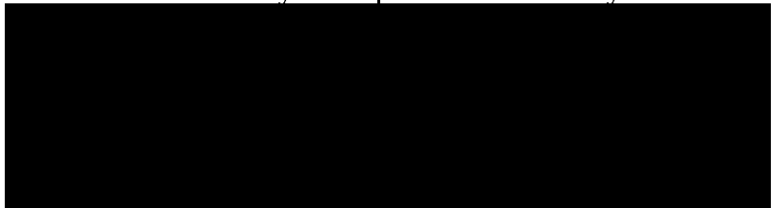
*Section 10.1. Evidence of Debt.* The Lender shall maintain in accordance with its usual practices an account or accounts evidencing the indebtedness resulting from each Advance, each Revolving Loan and each Term Loan made from time to time hereunder and the amounts of principal and interest payable and paid from time to time hereunder. In any legal action or proceeding in respect of this Agreement, the entries made in such account or accounts shall be conclusive evidence (absent manifest error) of the existence and amounts of the obligations therein recorded.

*Section 10.2. Amendments and Waivers.* No amendment or waiver of any provision of this Agreement nor consent to any departure by the parties hereto shall in any event be effective unless the same shall be in writing and signed by such parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

*Section 10.3. Addresses for Notices.* (a) Subject to Section 10.3(b) hereof, any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be mailed by first-class mail, registered or certified, return receipt requested, or express mail, postage prepaid, or sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by mailing (by first-class mail, registered or certified, return receipt requested, or express mail, postage prepaid) written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth below, or as to each party at such other address or numbers as shall be designated by such party in a written notice to the other parties.

The Authority:

San Francisco County Transportation Authority





The Lender:

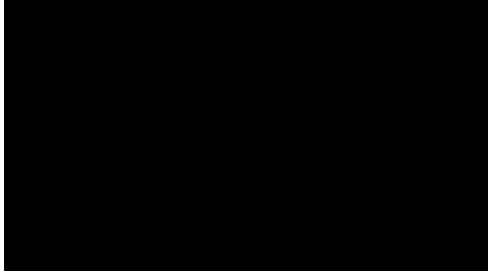
Wire instructions:

State Street Public Lending Corporation



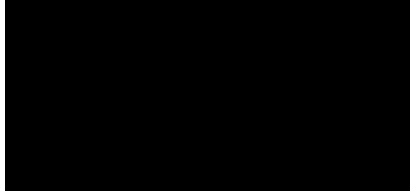
If to the Lender for Advances and Term Loans:

State Street Public Lending Corporation



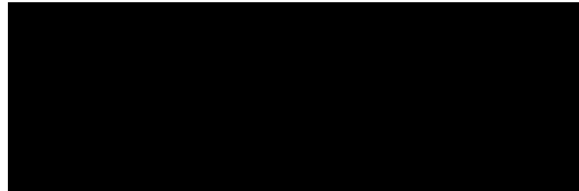
If to the Lender for all other matters:

State Street Public Lending Corporation



The Trustee:

U.S. Bank National Association



(b) *Electronic Communications.* Notices and other communications to the Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Lender. The Lender or the Authority may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, *provided* that approval of such procedures may be limited to particular notices or communications.

Unless the Lender otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

*Section 10.4. Survival of This Agreement.* All covenants, agreements, representations and warranties made in this Agreement shall survive the extension by the Lender of the Commitment and shall continue in full force and effect so long as the Commitment shall be unexpired or any sums drawn or due thereunder or any other obligations shall be outstanding and unpaid, regardless of any investigation made by any Person and so long as any amount payable hereunder remains unpaid. The agreement of the Authority to indemnify the Lender and each Indemnitee under Section 6.2 hereof shall continue in full force and effect notwithstanding a termination of the Commitment or the fulfillment of all Obligations. The obligations of the Authority under Sections 6.3 and 2.6(e) hereof shall also continue in full force and effect notwithstanding a termination of the Commitment or the fulfillment of all Obligations. Whenever in this Agreement the Lender is referred to, such reference shall be deemed to include the successors and assigns of the Lender and all covenants, promises and agreements by or on behalf of the Authority which are contained in this Agreement shall inure to the benefit of the successors and assigns of the Lender. The rights and duties of the Authority may not be assigned or transferred without the prior written consent of the Lender, and all obligations of the Authority hereunder shall continue in full force and effect notwithstanding any assignment by the Authority of any of its rights or obligations under any of the Program Documents or any entering into, or consent by the Authority to, any supplement or amendment to, or termination of, any of the Program Documents.

*Section 10.5. Severability.* Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

*Section 10.6. Governing Law; Waiver of Jury Trial; Jurisdiction and Venue.* (a) THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND APPLICABLE FEDERAL LAW, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAWS 5-1401 AND 5-1402); PROVIDED THAT THE DUTIES AND OBLIGATIONS OF THE AUTHORITY HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES. TO THE EXTENT THAT THE LENDER HAS GREATER RIGHTS OR REMEDIES UNDER FEDERAL LAW, THIS

SECTION WILL NOT BE DEEMED TO DEPRIVE THE LENDER OF SUCH RIGHTS AND REMEDIES AS MAY BE AVAILABLE UNDER FEDERAL LAW.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAWS, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE PROGRAM DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. IF AND TO THE EXTENT THAT THE FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL IS UNENFORCEABLE FOR ANY REASON IN SUCH FORUM, EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE ADJUDICATION OF ALL CLAIMS PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN STATE CODE OF CIVIL PROCEDURE SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ALL ISSUES IN SUCH REFERENCE, WHETHER FACT OR LAW. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND CONSENT AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS AND CONSENTS TO JUDICIAL REFERENCE FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT OR TO JUDICIAL REFERENCE UNDER STATE CODE OF CIVIL PROCEDURE SECTION 638 AS PROVIDED HEREIN.

(c) EACH OF PARTIES HERETO HEREBY IRREVOCABLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND ANY COURT IN THE STATE OF NEW YORK LOCATED IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION, SUIT OR PROCEEDING BROUGHT AGAINST OR BY IT IN CONNECTION WITH THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RELATED THERETO, AND THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD OR DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. THE PARTIES AGREE THAT A FINAL NONAPPEALABLE JUDGMENT IN ANY SUCH ACTION, SUIT OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE AND AGREE NOT TO ASSERT BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT THE PROGRAM DOCUMENTS OR THE SUBJECT MATTER THEREOF MAY NOT BE LITIGATED IN OR BY SUCH COURTS.

(d) In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

*Section 10.7. Successors and Assigns.*

(a) *Successors and Assigns Generally.* This Agreement is a continuing obligation and shall be binding upon the Authority, its successors, transferees and assigns and shall inure to the benefit of the holders of interests in the Bank Note and their respective permitted successors,

transferees and assigns. The Authority may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender. Notwithstanding anything to the contrary set forth herein, so long as no Event of Default shall have occurred and be continuing hereunder, State Street Public Lending Corporation may not assign its obligations to fund Advances and Loans pursuant to the terms of this Agreement without the prior written consent of the Authority (such consent not to be unreasonably withheld); *provided* that upon the occurrence and continuance of a Default or an Event of Default hereunder, the Lender may transfer its obligations under this Agreement to any Person (other than a natural Person) without the consent of, or notice to, the Authority. The Lender and each other Noteholder may, in its sole discretion and in accordance with applicable Law, from time to time assign, sell or transfer in whole or in part, its rights to receive payment from the Authority hereunder, its interest in the Bank Note and the other Program Documents without notice to, or the consent of, the Authority to a Person that is either (i)(A) an Affiliate of the Lender or (B) a trust or other custodial arrangement established by the Lender or an Affiliate of the Lender, the owners of any beneficial interest in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the 1933 Act, or “accredited investors” as defined in Rule 501 of Regulation D under the 1933 Act or (ii) a “qualified institutional buyers” as defined in Rule 144A promulgated under the 1933 Act, or “accredited investors” as defined in Rule 501 of Regulation D under the 1933 Act. Each Noteholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (b) of this Section. Each Noteholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (c) of this Section.

(b) *Participations.* The Lender shall have the right to grant participations in all or a portion of the Lender’s interest in the Bank Note and this Agreement to one or more other banking institutions; *provided, however*, that (i) no such participation by any such participant shall in any way affect the obligations of the Lender hereunder and (ii) the Authority and the Trustee shall be required to deal only with the Lender, with respect to any matters under this Agreement, the Bank Note and the other Program Documents and no such participant shall be entitled to enforce any provision hereunder against the Authority.

(c) Anything herein to the contrary notwithstanding, including, without limitation, Section 6.3 or 6.4 hereof, if any Participant or Noteholder shall incur increased costs or capital adequacy requirements as contemplated by Section 6.3 hereof or any taxes shall be imposed on the Participant or Noteholder pursuant to Section 6.4 hereof, and such increased costs or capital adequacy requirements or taxes are greater than those that the Lender would have incurred had it not granted a participation interest as provided for in Section 10.7(b) hereof or assigned or transferred its rights to receive payment under Section 10.7(a) hereof, as applicable, then the Authority shall not be obligated to pay to such Participant or Noteholder any portion of the cost or tax greater than that which the Authority would have paid under the provisions of Section 6.3 or 6.4 hereof, as applicable, had the Lender not granted such participation interest or made such assignment or transfer, as applicable.

Neither Lender nor any other Noteholder or Participant may assign or transfer any interest in the Bank Note except as set forth in this Section 10.7.

(d) *Certain Pledges.* The Lender may at any time pledge or grant a security interest in all or any portion of its rights under the Bank Note and this Agreement to secure obligations of the Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

*Section 10.8. No Setoff.* Notwithstanding anything to the contrary contained herein, the Lender, any Participant and any Noteholder hereby agrees that it will not assert any of its statutory or common law rights of setoff as the depository bank of the Authority in connection with the collection or repayment of any of the Obligations or any other obligation of the Authority owing to the Lender, any Participant or any Noteholder under this Agreement or the other Program Documents.

*Section 10.9. Headings.* Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

*Section 10.10. Counterparts.* This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, taken together, shall constitute but one and the same Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

*Section 10.11. Patriot Act.* The Lender hereby notifies the Authority that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Authority, which information includes the name and address of the Authority and other information that will allow the Lender to identify the Authority in accordance with the Patriot Act. The Authority hereby agrees that it shall promptly provide such information upon request by the Lender.

The Authority hereby represents and warrants and covenants and agrees (a) that it is not and shall not be listed on the Specially Designated Nationals and Blocked Person List or other

similar lists maintained by OFAC, the Authority of the Treasury or included in any Executive Orders, that prohibits or limits the Lender from making any advance or extension of credit to the Authority or from otherwise conducting business with the Authority and (b) to ensure that the proceeds of the Loans shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto.

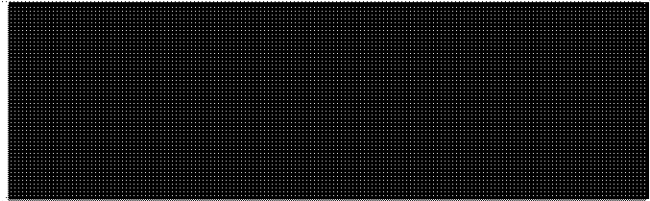
*Section 10.12. Dealing with the Authority and the Trustee.* The Lender and its affiliates may accept deposits from, extend credit to and generally engage in any kind of banking, trust or other business with the Authority and the Trustee regardless of the capacity of the Lender hereunder.

*Section 10.13. Acknowledge and Appointment as the Calculation Agent.* State Street Public Lending Corporation hereby acknowledges and accepts its appointment, and agrees to serve, as Calculation Agent during the tenor of this Agreement and acknowledges, accepts and agrees to all the duties and obligations of the Calculation Agent set forth herein.

**[The remainder of this page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

SAN FRANCISCO COUNTY TRANSPORTATION  
AUTHORITY



STATE STREET PUBLIC LENDING CORPORATION

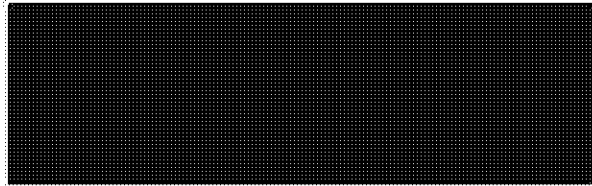
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

SAN FRANCISCO COUNTY TRANSPORTATION  
AUTHORITY

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

STATE STREET PUBLIC LENDING CORPORATION





**EXHIBIT A**

**[FORM OF NOTE]**

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY  
SALES TAX REVENUES BANK NOTE (LIMITED TAX BOND)

\$140,000,000 Maximum Principal Amount

June 11, 2015

FOR VALUE RECEIVED, the undersigned, SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY (the “*Authority*”), hereby promises to pay to the order of STATE STREET PUBLIC LENDING CORPORATION, and its successors and assigns (the “*Lender*”), at its principal office at [REDACTED], in the manner and on the dates provided in the hereinafter defined Agreement in lawful money of the United States of America and in immediately available funds, the principal amount equal to the aggregate unreimbursed amount of the Advances and the related Loans made by the Lender pursuant to the Agreement not to exceed One Hundred Forty Million Dollars (\$140,000,000) and all other Obligations of the Authority under the Agreement. Terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Revolving Credit Agreement, dated as of June 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), by and between the Authority and the Lender, as from time to time in effect.

The Indenture creates a pledge of and lien on the Revenues to pay Reimbursement Obligations subordinate only to Senior Lien Debt. The Indenture also creates a pledge of and lien on the Revenues to pay Lender Fees and Expenses (as defined in the Indenture). Said pledge of Revenues to pay the Lender Fees and Expenses shall constitute Subordinate Obligations.

The Authority further promises to pay interest from the date hereof on the outstanding principal amount hereof and unpaid interest hereon from time to time at the rates and times and in all cases in accordance with the terms of the Agreement. The Lender may endorse its records relating to this Bank Note with appropriate notations evidencing the Advances under the Agreement and payments of principal hereunder as contemplated by the Agreement.

This Bank Note is issued pursuant to, is entitled to the benefits of, and is subject to, the provisions of the Agreement and that certain Second Amended and Restated Indenture, dated as of June 1, 2015, between the Authority and U.S. Bank National Association, as Trustee, as supplemented and amended from time to time, the Sales Tax Related Laws and the other Program Documents. The principal of this Bank Note is subject to prepayment in whole or in part in accordance with the terms of the Agreement.

The parties hereto, including the undersigned maker and all guarantors, endorsers and pledgors that may exist at any time with respect hereto, hereby waive presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Bank Note and assent to the extensions of the time of payment or forbearance or other indulgence without notice.

This Bank Note and the obligations of the Authority hereunder shall for all purposes be governed by and interpreted and determined in accordance with the laws of the State of California (excluding the laws applicable to conflicts or choice of law).

IN WITNESS WHEREOF, the Authority has caused this Bank Note to be signed in its name as an instrument by its duly authorized officer on the date and in the year first above written.

SAN FRANCISCO COUNTY TRANSPORTATION  
AUTHORITY

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

CERTIFICATE OF AUTHENTICATION

This Bank Note is the Note described in the Indenture mentioned herein.

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee

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

Date of Authentication: \_\_\_\_\_

TRANSACTIONS  
ON  
SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY  
SALES TAX REVENUES BANK NOTE

DATE	COMMITMENT	INTEREST RATE	AMOUNT OF PRINCIPAL PAID	DATE TO WHICH INTEREST PAID	NOTATION MADE BY
------	------------	------------------	--------------------------------	--------------------------------------	---------------------

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

---

Please insert Social Security or  
Taxpayer Identification Number of Transferee

/ \_\_\_\_\_ /

---

(Please print or typewrite name and address, including zip code, of Transferee)

---

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

---

attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

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

Signature Guaranteed:

---

NOTICE: Signature(s) must be  
guaranteed by a member or participant  
of a signature guarantee program

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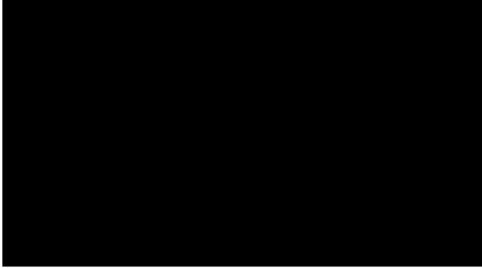
NOTICE: The signature above must  
correspond with the name of the Owner as it  
appears upon the front of this Note in every  
particular, without alteration or enlargement  
or change whatsoever.

EXHIBIT B

[FORM OF REQUEST FOR ADVANCE]

REQUEST FOR ADVANCE AND REVOLVING LOAN

State Street Public Lending Corporation



State Street Public Lending Corporation



Ladies and Gentlemen:

The undersigned, an Authorized Representative, refers to the Revolving Credit Agreement, dated as of June 1, 2015 (together with any amendments or supplements thereto, the “*Agreement*”), by and between the San Francisco County Transportation Authority (the “*Authority*”) and State Street Public Lending Corporation (the “*Lender*”) (the terms defined therein being used herein as therein defined) and hereby requests, pursuant to Section 2.3 of the Agreement, that the Lender make an Advance under the Agreement, and in that connection sets forth below the following information relating to such Advance (the “*Proposed Advance*”):

1. The Business Day of the Proposed Advance is \_\_\_\_\_, 20\_\_ (the “*Advance Date*”), which is at least three London Business after the date hereof.
2. The principal amount of the Proposed Advance is \$\_\_\_\_\_, which is not greater than the Available Commitment as of the Advance Date set forth in 1 above.
3. The aggregate amount of the Proposed Advance shall be used solely for the payment of **[[Costs of a Project]]** or **[costs of issuance in connection with this Agreement]** or **[any other purpose permitted under the Act]**.

4. The interest rate with respect to the Proposed Advance shall be the LIBOR Rate.

5. After giving effect to the Proposed Advance, the aggregate principal amount of all Loans outstanding under the Agreement will not exceed the Available Commitment.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the Advance Date, before and after giving effect thereto:

(a) the undersigned is an Authorized Representative;

(b) the representations and warranties of the Authority set forth in Article VII of the Agreement shall be true and correct in all material respects on the date hereof and on such Advance Date as though made on the date hereof and on the date of Advance Date (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation or warranty will be true and correct as of such earlier date);

(c) no Default or Event of Default shall have occurred and be continuing on such Advance Date;

(d) no Material Adverse Change nor any Material Adverse Operational Effect shall have occurred on or before such Advance Date;

(e) the Commitment and the obligation of the Lender to make an Advance under the Agreement shall not have terminated pursuant to Section 9.2 of the Agreement or pursuant to Section 2.7 of the Agreement; and

(f) the Authority has provided or will provide the following to the Lender on or before the Advance Date:

(i) an opinion of Bond Counsel dated the Advance Date as to the exclusion of interest on the requested Advance and the related Loans from gross income for federal income tax purposes, in form and substance satisfactory to the Lender and as to the validity and enforceability with respect to the Authority of this Agreement, the Bank Note and the Indenture;

(ii) an executed Supplemental Tax Certificate; and

(iii) evidence that an IRS Form 8038-G has been duly completed by the Authority and signed by the Authority

The Proposed Advance shall be made by the Lender by wire transfer of immediately available funds to the undersigned in accordance with the instructions set forth below:

**[Insert wire instructions]**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Very truly yours,

SAN FRANCISCO COUNTY TRANSPORTATION  
AUTHORITY

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

cc: U.S. Bank National Association, as trustee



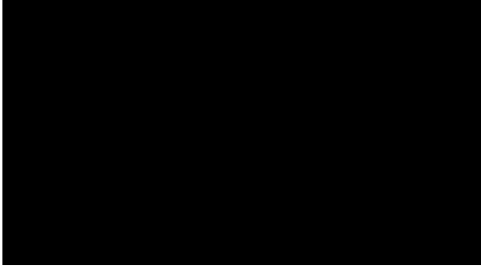
EXHIBIT C

[FORM OF REQUEST FOR EXTENSION]

REQUEST FOR EXTENSION

[Date]

State Street Public Lending Corporation



State Street Public Lending Corporation



Ladies and Gentlemen:

Reference is made to the Revolving Credit Agreement dated as of June 1, 2015 (together with any amendments or supplements thereto, the “*Agreement*”) by and between the undersigned, the San Francisco County Transportation Authority (the “*Authority*”) and State Street Public Lending Corporation (the “*Lender*”). All terms defined in the Agreement are used herein as defined therein.

The Authority hereby requests, pursuant to Section 2.8 of the Agreement, that the Commitment Expiration Date with respect to the Available Commitment as of the date hereof be extended by one year to \_\_\_\_\_, \_\_\_\_\_. Pursuant to such Section 2.8, we have enclosed with this request the following information:

1. A reasonably detailed description of any and all Defaults that have occurred and are continuing;
2. Except as set forth in the response to 1 above, confirmation that all representations and warranties of the Authority as set forth in Article VII of the Agreement and each Program Document are true and correct as though made on the date hereof and that no Default or Event of Default has occurred and is continuing on the date hereof; and

3. Any other pertinent information previously requested by the Lender.

The Lender is asked to notify the Authority of its decision with respect to this request within 60 days of the date of receipt hereof. If the Lender fails to notify the Authority of the Lender's decision within such 60-day period, the Lender shall be deemed to have rejected such request.

Very truly yours,

SAN FRANCISCO COUNTY TRANSPORTATION  
AUTHORITY

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

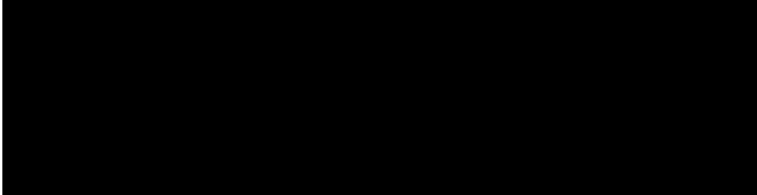
cc: U.S. Bank National Association, as trustee

**EXHIBIT D**

**[FORM OF NOTICE OF TERMINATION]**

**NOTICE OF TERMINATION**

San Francisco County Transportation Authority



Ladies and Gentlemen:

We refer to the Revolving Credit Agreement dated as of June 1, 2015 (together with any amendments or supplements thereto, the “*Agreement*”), by and between the San Francisco County Transportation Authority (the “*Authority*”) and the undersigned, State Street Public Lending Corporation. Any term below which is defined in the Agreement shall have the same meaning when used herein.

We hereby notify you that an Event of Default has occurred under Section 9.1\_\_ of the Agreement. As a result, unless and until you have been advised otherwise by us:

1. The Available Commitment [**has been automatically**]/[is hereby] reduced to \$0.00 and the Lender has no further obligation to make Advances under the Agreement; and
2. The Commitment [**has been automatically**]/[is] terminated and will no longer be reinstated.

IN WITNESS WHEREOF, we have executed and delivered this Notice as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Very truly yours,

STATE STREET PUBLIC LENDING CORPORATION

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

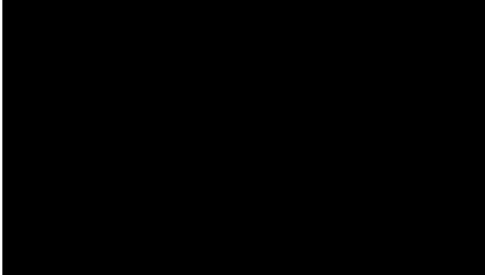
EXHIBIT E

[FORM OF NOTICE OF TERMINATION OR REDUCTION]

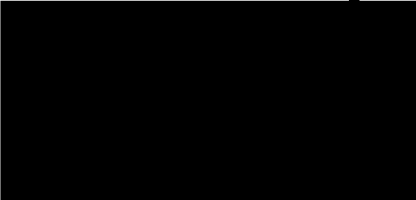
NOTICE OF TERMINATION OR REDUCTION

[Date]

State Street Public Lending Corporation



State Street Public Lending Corporation



Ladies and Gentlemen:

Re: Revolving Credit Agreement dated as of June 1, 2015

The San Francisco County Transportation Authority (the “*Authority*”), through its undersigned, an Authorized Representative, hereby certifies to State Street Public Lending Corporation (the “*Lender*”), with reference to the Revolving Credit Agreement dated as of June 1, 2015 (together with any amendments or supplements thereto, the “*Agreement*”), by and between the Authority and the Lender (the terms defined therein and not otherwise defined herein being used herein as therein defined):

**[(1) The Authority hereby informs you that the Commitment is terminated in accordance with the Agreement.]**

OR

**[(1) The Authority hereby informs you that the Available Commitment is reduced from [insert amount as of the date of Certificate] to [insert new amount], such reduction to be effective on \_\_\_\_\_.]**

IN WITNESS WHEREOF, the Authority has executed and delivered this Notice this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

SAN FRANCISCO COUNTY TRANSPORTATION  
AUTHORITY

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

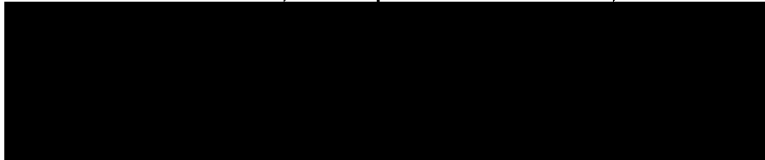
EXHIBIT F

[FORM OF NOTICE OF EXTENSION]

NOTICE OF EXTENSION

[Date]

San Francisco County Transportation Authority



Ladies and Gentlemen:

We hereby notify you that pursuant to Section 2.8 of the Revolving Credit Agreement, dated as of June 1, 2015, by and between the San Francisco County Transportation Authority (the “*Authority*”) and the undersigned, State Street Public Lending Corporation (the “*Lender*”), the Commitment Expiration Date with respect to the Commitment as of the date hereof shall be extended \_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_. Your acknowledgment hereof shall be deemed to be your representation and warranty that all your representations and warranties contained in Article VII of the Agreement and each other Program Document are true and correct and will be true and correct as of the date hereof and that no Default or Event of Default has occurred and is continuing.

Very truly yours,

STATE STREET PUBLIC LENDING CORPORATION

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

cc: U.S. Bank National Association, as trustee

Acknowledged as of \_\_\_\_\_, \_\_\_\_\_ by

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



EXHIBIT G-1

[FORM OF COMPLIANCE CERTIFICATE]

CERTIFICATE OF THE  
SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

Pursuant to Section 8.2(a) of that certain Revolving Credit Agreement, dated as of June 1, 2015 (the "Agreement"), by and between the San Francisco County Transportation Authority (the "Authority") and State Street Public Lending Corporation, the undersigned hereby certifies as follows:

1. The Debt Service Coverage Ratio for the Fiscal Year ended \_\_\_\_\_, 20[\_\_\_] is calculated as follows:

- [A] Sales Tax Revenues for Fiscal Year referenced above: \$ \_\_\_\_\_
- [B] Annual Debt Service for Fiscal Year referenced above on account of all Sales Tax Revenue Obligations: \$ \_\_\_\_\_
- [C] Debt Service Coverage Ratio ([A]/[B]): \_\_\_\_\_

2. [As of the date hereof, no Event of Default or Default has occurred.] [The following Event of Default or Default has occurred:

\_\_\_\_\_  
\_\_\_\_\_] <sup>1</sup>

Capitalized terms used herein have the definitions assigned to them in the Agreement

IN WITNESS WHEREOF, I have executed this certificate this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_].

SAN FRANCISCO COUNTY  
TRANSPORTATION AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_  


<sup>1</sup> Specify the nature of such Event of Default or Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default or Default

EXHIBIT G-2

[FORM OF COMPLIANCE CERTIFICATE]

CERTIFICATE OF THE  
SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

Pursuant to Section 8.13 of that certain Revolving Credit Agreement, dated as of June 1, 2015 (the "Agreement"), by and between the San Francisco County Transportation Authority (the "Authority") and State Street Public Lending Corporation, the undersigned hereby certifies as follows:

1. The Maximum Annual Debt Service Coverage Ratio as of \_\_\_\_\_, 20[\_\_\_] with respect to Parity Debt, Senior Lien Debt and Subordinate Obligations is calculated as follows:

[A] Sales Tax Revenues for any twelve (12) consecutive months out of \$ \_\_\_\_\_ the most recently ended eighteen (18) consecutive months immediately preceding:

[B] Maximum Annual Debt Service on (i) all Advances, Loans, Parity Debt, Senior Lien Debt and Subordinate Obligations then Outstanding and (ii) the additional Advances, Loans, Parity Debt, Senior Lien Debt or Subordinate Obligations proposed to be issued: \$ \_\_\_\_\_

[C] Maximum Annual Debt Service Coverage Ratio ([A]/[B]): \_\_\_\_\_

**2. The Maximum Annual Debt Service Coverage Ratio as of \_\_\_\_\_, 20[\_\_\_] with respect to Parity Debt and Senior Lien Debt is calculated as follows:**

**[A] Sales Tax Revenues for any twelve (12) consecutive months out of \$ \_\_\_\_\_ of the most recently ended eighteen (18) consecutive months immediately preceding:**

**[B] Maximum Annual Debt Service on (i) all Advances, Loans, Parity Debt and Senior Lien Debt then Outstanding and (ii) the additional Advances, Loans, Parity Debt or Senior Lien Debt proposed to be issued: \$ \_\_\_\_\_**


**[C] Maximum Annual Debt Service Coverage Ratio ([A]/[B]): \_\_\_\_\_**

3. As the date hereof, no Event of Default has occurred or is continuing.

Capitalized terms used herein have the definitions assigned to them in the Reimbursement Agreement

IN WITNESS WHEREOF, I have executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_].

SAN FRANCISCO COUNTY  
TRANSPORTATION AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_  


**EXHIBIT H**

**AUTHORIZED REPRESENTATIVE CERTIFICATE**

**AUTHORIZED REPRESENTATIVE CERTIFICATE**

Dated June 11, 2015

Re: Revolving Credit Agreement dated  
June 1, 2015, by and between  
San Francisco County Transportation Authority  
and State Street Public Lending Corporation  
Relating to  
San Francisco County Transportation Authority  
Sales Tax Revenues Bank Note (Limited Tax Bond)

Ladies and Gentlemen:

Reference is made to the Revolving Credit Agreement dated June 1, 2015 (the “*Credit Agreement*”), by and between San Francisco County Transportation Authority (the “*Authority*”) and State Street Public Lending Corporation (the “*Lender*”) relating to San Francisco County Transportation Authority Sales Tax Revenues Bank Note (Limited Tax Bond). All capitalized terms used herein have the same meaning herein as such terms are defined in the Credit Agreement. Listed below are the names, titles and genuine signatures of the Authorized Representatives of the Authority who are authorized to submit and execute Requests for Advances under the Credit Agreement:

TITLE	NAME	SIGNATURE
		_____
		_____
		_____
		_____

The Lender shall be entitled to conclusively presume that the persons listed above continue to be authorized to act on behalf of the Authority until otherwise notified in writing by an officer of the Authority.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

Dated as of the date first above written.

SAN FRANCISCO COUNTY TRANSPORTATION  
AUTHORITY

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