

SECOND AMENDMENT TO REIMBURSEMENT AGREEMENT

This SECOND AMENDMENT TO REIMBURSEMENT AGREEMENT (this "*Amendment*") dated May 22, 2015 (the "*Effective Date*"), is by and between the City of Sunnyvale, a municipal corporation and charter city duly organized and existing under the laws of the State of California (the "*City*") and MUFG Union Bank, N.A. f/k/a Union Bank, N.A. (the "*Bank*"). All terms used herein and not defined herein shall have the meanings assigned to such terms in the hereinafter defined Agreement.

W I T N E S S E T H

WHEREAS, the City and the Bank have previously entered into the Reimbursement Agreement dated as of June 1, 2009 (as amended, supplemented or otherwise modified to date, the "*Agreement*"), relating to the Variable Rate Demand Refunding Certificates of Participation, Series 2009A (Government Center Site Acquisition Project), pursuant to which the Bank issued its Irrevocable Letter of Credit No. S309391M, dated June 2, 2009 (the "*Letter of Credit*");

WHEREAS, pursuant to Section 7.02 of the Agreement, the Agreement may be amended by a written amendment thereto, signed by the City and the Bank; and

WHEREAS, the parties hereto wish to extend the Maturity Date of the Letter of Credit and make certain amendments to the Agreement.

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. AMENDMENTS.

Upon satisfaction of the conditions precedent set forth in Section 2 hereof, on the Effective Date, the Agreement shall be amended as follows:

1.01. The definitions of the terms "*Debt*," "*Maturity Date*" and "*Related Documents*" set forth in Section 1.01 of the Agreement are hereby amended in their entireties and so amended shall be restated to read as follows:

"*Debt*" of any Person means at any date, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable arising in the ordinary course of business and not past due for more than 60 days after the date on which such trade account was created), (d) all obligations of such Person as lessee under capital leases, (e) all Debt of others secured by a lien on any asset of such Person,

whether or not such Debt is assumed by such Person, (f) all guarantees by such Person of Debt of other Persons, (g) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments and (h) all net obligations of such Person under Swap Contract.

"Maturity Date" means June 1, 2018, or such later date as may have been agreed to by the City and the Bank pursuant to Section 2.08 hereof.

"Related Documents" has the meaning assigned to that term in Section 2.12(i) hereof and shall also include the Fee Letter.

1.02. Section 1.01 of the Reimbursement Agreement is hereby further amended by adding the following new definitions:

"Excluded Taxes" means, with respect to the Bank or any Participant, (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 Bank or such Participant is organized or in which its principal office is located, and (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the City is located.

"Fee Letter" means that certain letter from the Bank to the City dated May 22, 2015, in which fees charged for issuing the Letter of Credit are set forth, as the same may be amended, restated, modified or supplemented from time to time by written instrument signed by the City and the Bank and any agreement entered into in substitution thereof.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Principal Payments" has the meaning set forth in Section 2.07(b) hereof.

"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.

“*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.

“*Tender Advance End Date*” means with respect to any Tender Advance, the earliest to occur of (i) the forty-two (42) month anniversary of the date the related drawing under the Letter of Credit was made, (ii) the forty-two (42) month anniversary of the Maturity Date in effect on the date on which the related drawing under the Letter of Credit was made, (iii) the date of effectiveness of a substitute credit facility in replacement of the Letter of Credit, (iv) the date that the Available Amount is permanently reduced to zero or the Available Amount is otherwise terminated prior to the Stated Termination Date, including as a result of the occurrence of an Event of Default, and (v) the date on which the City issues Debt, the proceeds of which could be used to repay such Tender Advance.

“*Tender Advance Payment Date*” means, with respect to each Tender Advance, the Tender Advance Start Date and the first Business Day of each third calendar month after the Tender Advance Start Date, to and including the Tender Advance End Date.

“*Tender Advance Period*” has the meaning set forth in Section 2.07(b) hereof.

“Tender Advance Start Date” means, with respect to each Principal Draw, the earlier to occur of (i) 90 days after the date thereof, and (ii) the Stated Termination Date.

1.03. Section 2.03 of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

Section 2.03. Commissions. The City agrees to pay to the Bank the fees, costs, expenses and other amounts set forth in the Fee Letter in the amounts and on the dates and at the times set forth in the Fee Letter. The terms of the Fee Letter are incorporated herein by reference as if fully set forth herein. Any reference herein or in any other document to fees and/or other amounts or obligations payable hereunder shall include, without limitation, all fees, costs, expenses and other amounts or obligations payable pursuant to the Fee Letter, and any reference to this Agreement shall be deemed to include a reference to the Fee Letter. All fees paid under this Agreement and the Fee Letter shall be fully earned when due and nonrefundable when paid.

1.04. Section 2.07(a) of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

(a) (i) The City may on any Business Day, upon at least two Business Days' notice to Bank, prepay the outstanding amount of any Tender Advance, in whole or in part, with accrued interest to the date of such prepayment on the amount prepaid. Such payments when accompanied by a certificate completed and signed by the Trustee (with a copy to the City) in substantially the form of Annex D to the form of Letter of Credit shall be applied by Bank in reimbursement of such drawings (and as prepayment of Tender Advances resulting from such drawings in the manner described above); and the City irrevocably authorizes Bank to rely on such certificate and to reinstate the Letter of Credit in accordance therewith.

(ii) Prior to or simultaneously with the remarketing of Bank Certificates acquired by the Tender Agent with the proceeds of one or more Tender Advances, the City shall cause the Trustee on behalf of the City to repay such Tender Advances (in the order in which they were made) by paying to Bank an amount equal to the sum of (A) the aggregate principal amount of the Bank Certificates being resold or to be resold plus (B) that aggregate amount of accrued and unpaid interest on such principal amount which was paid by a drawing or drawings under such Tender Draft or Drafts; provided further, that

any interest paid by the City with respect to Bank Certificates while Bank Certificates be taken into account for purposes of calculating the amounts due and payable pursuant to this Section 2.07(a)(ii). Such payments when accompanied by a certificate completed and signed by the Trustee in substantially the form of Annex D to the form of Letter of Credit shall be applied by Bank in reimbursement of such drawings (and as prepayment of Tender Advances resulting from such drawings in the manner described above); and the City irrevocably authorizes Bank to rely on such certificate and to reinstate the Letter of Credit in accordance therewith.

1.05. Section 2.07(b) of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

(b) Unless otherwise paid in full on the date provided above, each Tender Advance shall be payable by the City in quarterly installments (“*Principal Payments*”) on each Tender Advance Payment Date, with the final installment in an amount equal to the entire then outstanding principal amount of such Tender Advance due and payable on the Tender Advance End Date (the period commencing on the Tender Advance Start Date and ending on the Tender Advance End Date is herein referred to as the “*Tender Advance Period*”). Each Principal Payment shall be that amount of principal which will result in equal (as nearly as possible) Principal Payments over the applicable Tender Advance Period.

1.06. Section 2.07(c) of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

(c) (i) If the adoption of any law or any governmental or quasi-governmental rule, regulation, policy, guideline or directive (whether or not having the force of law), or any change in the interpretation, promulgation, implementation or administration thereof by any governmental or quasi-governmental authority, central bank or comparable agency charged with the interpretation or administration thereof including, notwithstanding the foregoing, all requests, rules, guidelines or directives in connection with Dodd-Frank Wall Street Reform and Consumer Protection Act, or promulgated by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority) pursuant to Basel III or any successor Basel accord regardless of the date enacted, adopted or issued, or compliance by the Bank with any request or directive (whether or not having the force of law) of any such authority,

central bank or comparable agency shall either (A) impose, modify or deem applicable any reserve, capital or liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against letters of credit issued by, or assets held by, or deposits in or for the account of, the Bank or (B) impose on the Bank any other condition, cost or expense regarding this Agreement, the Letter of Credit, or any Advance, and the result of any event referred to in clause (A) and (B) above shall be (1) to increase the cost to the Bank or issuing or maintaining the Letter of Credit or making or maintaining any Advance or holding any Bank Certificates or (2) reduce the amount receivable or to be received with respect to the Letter of Credit or any Advance (which increase in cost or reduction in amount shall be determined by the Bank's reasonable allocation of the aggregate of such cost increases or such reduced amounts resulting from such event), then, within thirty (30) days after a written demand by the Bank, the City shall pay, or cause to be paid, to the Bank, from time to time as specified by the Bank, additional amounts which shall be sufficient to compensate the Bank for such increased cost or such reduced amount. A certificate setting forth such increased cost incurred by the Bank as a result of any event mentioned in clause (A) or (B) above and giving a reasonable explanation thereof, submitted by the Bank to the City, shall constitute such demand and shall, in the absence of manifest error, be conclusive and binding for all purposes as to the amount thereof.

(ii) In the event that the Bank shall have determined that any Change does or shall have the effect of reducing the rate of return on the Bank's or any corporation controlling the Bank's capital or liquidity as a consequence of its obligations hereunder to a level below that which the Bank or any corporation controlling the Bank could have achieved but for such adoption, change or compliance (taking into consideration the Bank's or any corporation controlling the Bank's policies with respect to the capital or liquidity adequacy) by any amount deemed by the Bank or any corporation controlling the Bank to be material, then from time to time, within thirty (30) days after demand by the Bank, the City shall pay, or cause to be paid, to the Bank such additional amount or amounts as will compensate the Bank or any corporation controlling the Bank for such reduction, and the Bank shall provide the City with a statement in reasonable detail setting forth the calculation of the amount of such compensation. Such statement shall constitute demand for payment of the amount or amounts set forth therein and shall, in the absence of manifest error, be conclusive and binding for all purposes as to the amount or amounts thereof. "*Change*" means (A) any change in the Risk-

Based Capital Guidelines (as hereinafter defined) or (B) any adoption of or change in any other law, governmental or quasi-governmental rule, regulation, policy, guideline, interpretation, or directive (whether or not having the force of law) or in the interpretation, promulgation, implementation or administration thereof after the date of this Agreement which affects the amount of capital required or expected to be maintained by the Bank or any corporation controlling the Bank.

(iii) Notwithstanding the foregoing, for purposes of this Agreement, all requests, rules, guidelines or directives in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act shall be deemed to be a Change regardless of the date enacted, adopted or issued and all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority) pursuant to Basel III or any successor Basel accord or the United States financial regulatory authorities shall be deemed to be a Change regardless of the date adopted, issued, promulgated or implemented. "Risk-Based Capital Guidelines" means (A) the risk-based capital guidelines in effect in the United States, including transition rules, and (B) the corresponding capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations.

(iv) Failure or delay on the part of the Bank to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of the Bank's right to demand such compensation.

(v) Without prejudice to the survival of any other agreement of the City hereunder, the agreements and obligations of the City contained in this Section shall survive the termination of this Agreement and the Letter of Credit and the payment in full of the obligations of the City thereunder and under the Fee Letter for a period of three (3) years following the later of the date of such termination or the date of such payment.

1.07. Section 2.07(d) of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

(d) (i) Any and all payments to the Bank by the City hereunder or under the Fee Letter shall be made free and clear of and without withholding or deduction for any and all Indemnified

Taxes. If the City shall be required by law to withhold or deduct any Indemnified Taxes imposed by the United States or any political subdivision thereof from or in respect of any sum payable hereunder or under the Fee Letter to the Bank, then (A) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.07(d)), the Bank receives an amount equal to the sum it would have received had no such deductions been made, (B) the City shall make such deductions and (C) the City shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law. If the City shall make any payment under this Section 2.07(d) to or for the benefit of the Bank with respect to Indemnified Taxes and if the Bank shall claim any credit or deduction for such Indemnified Taxes against any other taxes payable by the Bank to any taxing jurisdiction in the United States then the Bank shall pay to the City an amount equal to the amount by which such other taxes are actually reduced; provided, that the aggregate amount payable by the Bank pursuant to this sentence shall not exceed the aggregate amount previously paid by the City with respect to such Indemnified Taxes. In addition, the City agrees to pay any present or future stamp, recording or documentary taxes and any other excise or property taxes, charges or similar levies that arise under the laws of the United States of America or any state of the United States from any payment made hereunder or otherwise with respect to this Agreement or the Letter of Credit (hereinafter referred to as "*Other Taxes*"). The Bank shall provide to the City within a reasonable time a copy of any written notification it receives with respect to Indemnified Taxes or Other Taxes owing by the City to the Bank hereunder; provided, that the Bank's failure to send such notice shall not relieve the City of its obligation to pay such amounts hereunder.

(ii) The City shall, to the fullest extent permitted by law and subject to the provisions hereof, pay the Bank for the full amount of Indemnified Taxes and Other Taxes including any Indemnified Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section 2.07(d) paid by the Bank or any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally asserted; provided, that the City shall not be obligated to pay the Bank for any penalties, interest or expenses relating to Indemnified Taxes or Other Taxes arising from the Bank's gross negligence or willful misconduct. The Bank agrees to give notice to the City of the assertion of any claim against the Bank relating to such

Indemnified Taxes or Other Taxes as promptly as is practicable after being notified of such assertion; provided, that the Bank's failure to notify the City promptly of such assertion shall not relieve the City of its obligation under this Section 2.07(d). Payments by the City pursuant to this subsection (ii) shall be made within sixty (60) days from the date the Bank makes written demand therefor, which demand shall be accompanied by a certificate describing in reasonable detail the basis thereof. The Bank agrees to repay to the City any refund (including that portion of any interest that was included as part of such refund) with respect to Indemnified Taxes or Other Taxes paid by the City pursuant to this Section 2.15 received by the Bank for Indemnified Taxes or Other Taxes that were paid by the City pursuant to this Section 2.15 and to contest, with the cooperation and at the expense of the City, any such Indemnified Taxes or Other Taxes which the Bank or the City reasonably believes not to have been properly assessed.

(c) Within thirty (30) days after the date of any payment of Indemnified Taxes by the City, the City shall furnish to the Bank the original or a certified copy of a receipt evidencing payment thereof.

(d) Without prejudice to the survival of any other agreement of the City hereunder, the agreements and obligations of the City contained in this Section shall survive the termination of this Agreement and the Letter of Credit and the payment in full of the obligations of the City hereunder and under the Fee Letter for a period of three (3) years following the later of the date of such termination or the date of such payment.

1.08. The first sentence of Section 3.03 of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

Each payment made by Bank under the Letter of Credit pursuant to a Tender Draft shall constitute an Advance hereunder (i.e., a drawing not payable on demand) only if on the date of such payment (i) no event has occurred and is continuing, or would result from such payment, which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both and (ii) the representations and warranties contained in Section 4.01 of this Agreement are correct on and as of such date as though made on and as of such date (except that the representations contained in Section 4.01(e) of this Agreement shall be true and correct on and as of the Closing Date and except that the representations contained in

Section 4.01(e) of this Agreement shall be deemed to refer to the most recent financial statements and budget of the City delivered to the Bank pursuant to Section 5.01(h) of this Agreement).

1.09. Section 4.01(h) of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

(h) The City makes the representations and warranties made by it in the Related Documents to and for the benefit of Bank as if the same were set forth at length in this Agreement. No amendment to or waiver of such representations and warranties or definitions made pursuant to the relevant Related Document or incorporated by reference shall be effective to amend such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Bank.

1.10 Section 4.01 of the Agreement is hereby amended by adding thereto new Sections 4.01(o), 4.01(p) and 4.01(q) to appear in the appropriate numerical sequence and to read as follows:

(o) The City 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 City 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 Bank 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;

(ii) To the best knowledge of the City after reasonable inquiry, the City does not (A) 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)(B) above, (B) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (C) engage in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(p) The City has not taken any action or omitted to take any action, and has no actual knowledge of any action taken or omitted to be taken by any other Person, which action, if taken or omitted, would adversely affect the exclusion of interest on the Certificates from gross income for federal income tax purposes.

(q) None of the Related Documents or the Certificates provide for any payments that would violate any applicable law regarding permissible maximum rates of interest.

1.11. Section 5.01(g) of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

(g) Performance and Compliance with Other Covenants. Perform and comply with each of the terms, covenants and conditions set forth in this Agreement and the Related Documents to which the City is a party. To the extent that any such incorporated provision permits the City 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 City or any other party, for purposes of this Agreement, such provision shall be complied with unless it is specifically waived by the Bank 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 Bank which shall only be evidenced by the written approval by the Bank of the same. Except as permitted by Section 6.14 hereof, no termination or amendment to such covenants and agreements or defined terms or release of the City with respect thereto made pursuant to the Indenture or any of the other Related Documents to which the City is a party, shall be effective to terminate or amend such covenants and agreements and defined terms or release the

City with respect thereto in each case as incorporated by reference herein without the prior written consent of the Bank. Notwithstanding any termination or expiration of the Indenture or any such other Related Document to which the City is a party, the City shall continue to observe the covenants therein contained for the benefit of the Bank until the termination of this Agreement and the payment in full of the Certificates and all other Obligations. 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.

1.12. Section 5.01 of the Agreement is hereby amended by adding thereto a new Section 5.01(p) and to appear in the appropriate numerical sequence and to read as follows:

(p) Remarketing Agent. (i) Will cause the Remarketing Agent to use its best efforts to remarket all Certificates up to the maximum rate allowed by the Trust Agreement that are tendered for purchase and will not direct the Remarketing Agent to cease its attempts to remarket Certificates tendered for purchase for any reason (including without limitation that any interest rate charged hereunder may be less than the interest rate that would be required to be paid to any potential purchaser of such Certificates in order that the Certificates may be sold at a purchase price equal to the par value thereof plus accrued interest thereon).

(ii) If the Remarketing Agent fails to remarket Certificates for forty-five (45) consecutive days, the City will replace the Remarketing Agent upon the written direction of the Bank, with a successor Remarketing Agent acceptable to the Bank.

(iii) Any remarketing agreement entered into by the City after the Closing Date and in relation to the Certificates shall provide that the remarketing agent will resign only upon providing sixty (60) days prior written notice of the Bank.

1.13. Section 5.02 of the Agreement is hereby amended by adding thereto new Sections 5.02(j) and 5.02(k) to appear in the appropriate numerical sequence and to read as follows:

(j) Immunity from Jurisdiction. To the fullest extent permitted by law, assert any immunity it may have from lawsuits with respect to the Certificates, this Agreement or any other Related Document.

(k) Maintenance of Tax-Exempt Status of Certificates. Take any action or omit to take any action which, if taken or

omitted, would adversely affect the tax-exempt status of the Certificates.

1.14. Section 6.01(c) of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

(c) The City shall fail to perform or observe any term, covenant or agreement contained in Sections 5.01(b), (d), (n), (o) or 5.02 hereof on its part to be performed or observed; or

1.15 Section 6.01(e) of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

(e) The City shall (i) default in the payment of any Debt payable out of the City's general fund (other than Debt arising under this Agreement), whether such Debt now exists or shall hereafter be created, and any period of grace with respect thereto shall have expired, or (ii) default in the observance or performance of any agreement or condition relating to any Debt payable out of the City's general fund (other than Debt arising under this Agreement), whether such Debt now exists or may be hereafter created, or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to cause or permit (determined without regard to whether any notice is required) any such Debt to become immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such Debt; or

1.16. Section 6.01(f) of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

(f) the City shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) become insolvent or shall not pay, or be unable to pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its Property, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, marshalling

of assets, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (vi) take any corporate action in furtherance of any matter described in parts (i) through (v) above, or (vii) fail to contest in good faith any appointment or proceeding described in Section 6.01(g) of this Agreement;

1.17. Section 6.01(g) of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

(g) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for the City or any substantial part of its Property, or a proceeding described in Section 6.01(f)(v) shall be instituted against the City and such proceeding continues undischarged or any such proceeding continues undismissed or unstayed for a period of thirty (30) or more days;

1.18. Section 6.01 of the Agreement is hereby amended by adding thereto new Sections 6.01(k) and 6.01(l) to appear in the appropriate numerical sequence and to read as follows:

(k) a debt moratorium, debt restructuring, debt adjustment or comparable restriction is imposed on the repayment when due and payable of the principal of or interest on any Debt of the City by the City or any governmental authority with appropriate jurisdiction;

(l) any final, unappealable judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes, which are not covered in full by insurance, with written acknowledgement of such coverage having been provided by the provider of such insurance coverage to the Bank, in an aggregate amount in excess of \$3,000,000 shall be entered or filed against the City or against any of its property and remain unpaid, unvacated, unbonded or unstayed for a period of sixty (60) days;

1.19. Section 7.01 of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

Section 7.01. USA Patriot Act. The Bank hereby notifies the City that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "*Patriot Act*"), it is required to obtain, verify and record information that identifies the City, which information includes the

name and address of the City and other information that will allow the Bank to identify the City in accordance with the Patriot Act, and the City hereby agrees to take any action necessary to enable the Bank to comply with the requirements of the Patriot Act. The City shall, promptly following a request by the Bank, provide all documentation and other information that the Bank reasonably requests in order to comply with its ongoing obligations under applicable law or regulation, including, without limitation, “know your customer” and anti-money laundering rules and regulations, including the Patriot Act, and shall comply, and cause any of its Affiliates, if any, to comply, with all applicable Bank Secrecy Act (“BSA”) laws and regulations, as amended.

The City shall (a) ensure that no person who owns a controlling interest in or otherwise controls the City is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by OFAC, the Department of the Treasury or included in any Executive Orders, that prohibits or limits the Bank from making any advance or extension of credit to the City or from otherwise conducting business with the City and (b) ensure that the proceeds of drawings under the Letter of Credit shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto.

1.20. Any and all references to “*Union Bank, N.A.*” appearing in the Agreement and the Letter of Credit are hereby amended and replaced with references to “*MUFG Union Bank, N.A., f/k/a Union Bank, N.A.*”

2. CONDITIONS PRECEDENT.

This Amendment shall be deemed effective on the Effective Date subject to the satisfaction of or waiver by the Bank of all of the following conditions precedent:

2.01. Delivery by the City and the Bank of an executed counterpart of (i) this Amendment and (ii) the Fee Letter dated the date hereof (the “*Fee Letter*”), by and between the City and the Bank.

2.02. Payment to the Bank on the Effective Date of the reasonable legal fees and expenses of counsel to the Bank.

2.03. Receipt by the Bank of a certified copy of the authorizing resolution of the City approving the execution and delivery and performance of its obligations under the Agreement and the Fee Letter.

2.04. Receipt by the Bank of a customary certificate executed by appropriate officers of the City including the incumbency and signature of the officer of the City executing this Amendment and the Fee Letter.

2.05. All other legal matters pertaining to the execution and delivery of this Amendment shall be satisfactory to the Bank and its counsel.

3. REPRESENTATIONS AND WARRANTIES OF THE CITY.

3.01. The City hereby represents and warrants that the following statements shall be true and correct as of the date hereof:

(a) the representations and warranties of the City contained in Article IV of the Agreement and in each of the Related Documents are true and correct on and as of the date hereof as though made on and as of such date (except that the representations contained in Section 4.01(e) of the Agreement shall be true and correct on and as of the Effective Date and except that the representations contained in Section 4.01(e) of the Agreement shall be deemed to refer to the most recent financial statements and budget of the City delivered to the Bank pursuant to Section 5.01(h) of the Agreement); and

(b) no Event of Default or any condition or event that constitutes an Event of Default or that, with the giving of notice or lapse of time or both, would constitute an Event of Default has occurred and is continuing or would result from the execution of this Amendment or the Fee Letter.

3.02. In addition to the representations given in Article IV of the Agreement, the City hereby represents and warrants as follows:

(a) The execution, delivery and performance by the City of the Fee Letter, this Amendment and the Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the City.

(b) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the City of the Fee Letter, this Amendment or the Agreement, as amended hereby.

(c) The Fee Letter, this Amendment and the Agreement, as amended hereby, have each been duly authorized, executed and delivered and each constitutes a valid and binding obligation of the City enforceable against the City in accordance with its respective terms, except that (i) the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against the City,

and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

4. REQUEST FOR EXTENSION OF STATED EXPIRATION DATE.

The City hereby requests that the Bank extend the Maturity Date to June 1, 2018, and the Bank agrees to such request and will deliver to the Trustee an amendment to the Letter of Credit substantially in the form attached hereto as Exhibit A to effectuate such extension.

5. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Agreement. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the Effective Date.

CITY OF SUNNYVALE

By: _____
Name: _____
Title: _____

MUFG UNION BANK, N.A., F/K/A UNION BANK,
N.A.

By: _____
Name: _____
Title: _____

EXHIBIT A

AMENDMENT TO IRREVOCABLE LETTER OF CREDIT

The Bank of New York
Mellon Trust Company, N.A., as Trustee
550 Kearney Street, Suite 600
San Francisco, California 94108
Attention: Corporate Trust

Ladies and Gentlemen:

Reference is hereby made to that certain Irrevocable Letter of Credit No. S309391M, dated June 2, 2009 (the "*Letter of Credit*"), established by us in your favor as Trustee related to the City's Variable Rate Refunding Certificates of Participation, Series 2009A. The undersigned, a duly authorized officer of MUFG UNION BANK, N.A. F/K/A UNION BANK, N.A. (the "*Bank*"), hereby notifies the Trustee and the City, each as defined in the Reimbursement Agreement (as amended, the "*Reimbursement Agreement*"), dated as of June 1, 2009, among the City and the Bank (all capitalized terms herein having the meanings ascribed thereto in the Reimbursement Agreement) that effective upon the Bank's acceptance as indicated by its signature below, the Maturity Date has been extended from June 1, 2015, to June 1, 2018.

The paragraph under the heading GOVERNING LAW is amended and restated in the Letter of Credit in its entirety and as so amended shall be restated to read as follows:

Except as expressly stated herein, this Letter of Credit is governed by, and construed in accordance with, the terms of the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 (the "*ISP98*"). In addition, the Bank agrees if the Maturity Date occurs upon a Banking Day on which the Bank's Office is closed the Maturity Date will be extended to the next Banking Day on which the Bank's Office is open. As to matters not governed by ISP98, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of New York, including, without limitation, the Uniform Commercial Code as in effect in the State of New York, without regard to conflict of laws.

The final paragraph under the heading GOVERNING LAW is amended and restated in the Letter of Credit in its entirety and as so amended shall be restated to read as follows:

All payments made by us under this Letter of Credit will be made in immediately available funds and will be disbursed from our own funds. If requested by you, payment under this Letter of

Credit may be made by wire transfer of Federal Reserve Bank of San Francisco funds to your account in a Bank on the Federal Reserve wire system. Payment under this Letter of Credit shall be made by the Bank by wire transfer of immediately available funds to The Bank of New York Mellon, ABA No. _____, Account No. _____, Account Name: _____, Attention: _____.

All other terms and conditions remain unchanged.

This letter shall be attached to the Letter of Credit and made a part thereof.

MUFG UNION BANK, N.A. F/K/A UNION BANK, N.A.

By _____
Name _____
Title _____

May 22, 2015

City of Sunnyvale

Re: Reimbursement Agreement dated as of June 1, 2009

Dear _____:

In connection with that certain Reimbursement Agreement dated as of June 1, 2009 (as amended, reinstated, restated, modified or supplemented from time to time, the "*Reimbursement Agreement*"), between the City of Sunnyvale (the "*City*") and MUFG, Union Bank, N.A., f/k/a Union Bank, N.A. (the "*Bank*"), we have set forth below the Bank's fees for the subject transaction. This letter is the "*Fee Letter*" defined in Section 1.01 of the Reimbursement Agreement. All other capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in Section 1.01 of the Reimbursement Agreement.

The City, by signing this Fee Letter, agrees to pay or cause to be paid, the following fees and commissions:

(a) *Facility Fee*: (i) From the Closing Date to and including May 31, 2015, the City shall pay, or cause to be paid, to the Bank a facility fee, based on the Available Amount in effect, from the date of issuance of the Letter of Credit until the Stated Termination Date, at a rate of 0.90% per annum. Once paid, the facility fee shall be deemed earned and shall not be refundable.

(ii) Commencing on June 1, 2015, the City hereby agrees to pay or cause to be paid to the Bank in arrears on July 31, 2015, for the period commencing on June 1, 2015, and ending on July 31, 2015, and in arrears on the last Business Day of each October, January, April and July occurring thereafter to the Stated Termination Date, and on the Stated Termination Date for each day during the immediately preceding quarterly fee period, a non-refundable facility fee (the "*Facility Fee*") in an amount equal to the product of the Available Amount in effect (without regard to any temporary reductions of the Available Amount) for each such day and applicable Level corresponding to the Rating in the below pricing matrix (the "*Facility Fee Rate*"). Such Facility Fee shall be payable in immediately available funds and computed on the basis of a year of 360 days and the actual number of days elapsed.

LEVEL	S&P RATING	MOODY'S RATING	FACILITY FEE RATE
Level 1	AA or above	Aa2 or above	0.50%
Level 2	AA-	Aa3	0.50%
Level 3	A+	A1	0.60%
Level 4	A	A2	0.80%
Level 5	A-	A3	1.25%
Level 6	BBB+	Baa1	2.25%
Level 7	BBB	Baa2	2.75%
Level 8	BBB- or below	Baa3 or below	4.25%

The term “*Rating*” as used herein shall mean the lowest long-term unenhanced debt rating assigned by either S&P or Moody’s to any Debt supported by an abatement lease and payable out of the City’s general fund (without regard to bond insurance or any other form of credit enhancement). For greater certainty, in the event of a split rating (*i.e.*, one of the Rating Agencies’ rating on Debt supported by an abatement lease and payable out of the City’s general fund is at a different Level than the rating of the other Rating Agency), the Facility Fee Rate shall be based upon the Level in which the lower rating appears. Any change in the Facility Fee Rate resulting from a change in an applicable rating shall be and become effective as of and on the date of the announcement of the change in such rating. References to ratings above are references to rating categories as determined by S&P and Moody’s at the date hereof, and, in the event of adoption of any new or changed rating system by either S&P or Moody’s, including, without limitation, any recalibration or realignment of the long-term unenhanced rating assigned to any Debt supported by an abatement lease and payable out of the City’s general fund in connection with the adoption of a “global” rating scale, each of the ratings referred to above from such agency shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as in effect on the date hereof. Upon the occurrence and during the continuance of an Event of Default (whether or not the Bank declares an Event of Default in connection therewith), the Facility Fee Rate shall immediately and without notice increase by 1.50% per annum above the Facility Fee Rate otherwise in effect. In the event that any applicable rating is suspended, withdrawn or otherwise unavailable from any Rating Agency (to the extent then providing such a rating), the Facility Fee Rate shall immediately and without notice increase to the Facility Fee Rate set forth in Level 8. To the extent any Facility Fee is not paid when due, such Facility Fee shall accrue interest from the date payment is due until payment in full at a per annum rate of interest equal to the Default Rate, payable on demand.

(c) *Transfer Fee*: The City shall pay, or cause to be paid, to the Bank, upon each transfer of the Letter of Credit in accordance with its terms, a transfer commission equal to \$2,000.00. A transfer is deemed to have occurred whenever the Trustee is replaced, substituted or changed as a result of sale, assignment, merger, consolidation, reorganization or an act of law.

(d) *Draw Fee:* The City shall pay, or cause to be paid, to the Bank upon each draw under the Letter of Credit a sum equal to \$250.00, payable on the Draw Date.

(e) *Default Fee:* The District shall pay, or cause to be paid, to the Bank during the occurrence and continuance of any Event of Default under the Reimbursement Agreement, regardless of whether the Bank has exercised any of its remedies as described in Section 6.02 of the Reimbursement Agreement, a default fee based on the Available Amount in effect, from the date such Event of Termination has occurred until the earlier of the date such Event of Termination is cured or the Stated Termination Date at the rate of 5.0% per annum. The default fee shall be payable monthly in arrears, on the last day of each month, and on the day the Event of Default is cured or if earlier, the Stated Termination Date.

Any controversy or claim arising out of or relating to this letter, including any alleged torts, shall be determined by the terms of Section 7.17 of the Reimbursement Agreement. The following Sections of the Reimbursement Agreement shall be applicable to this letter and shall be incorporated herein by this reference: Sections 7.02; 7.07; 7.14 and 7.17.

We look forward to receiving your signed acceptance.

Very truly yours,

MUFG UNION BANK, N.A., F/K/A UNION BANK,
N.A.

By: _____
Name: Anne Kupfer
Title: Vice President

AGREED AND ACCEPTED ON APRIL __, 2015:

CITY OF SUNNYVALE

By: _____
Name: _____
Title: _____