
FIRST SUPPLEMENTAL INDENTURE OF TRUST

Dated as of December 1, 2018

between

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

and the

SAN LEANDRO PUBLIC FINANCING AUTHORITY

Authorizing the Issuance of

\$_____
San Leandro Public Financing Authority
2018 Lease Revenue Bonds

**(Supplemental to the Indenture of Trust
dated as of December 1, 2016)**

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FIRST SUPPLEMENTAL INDENTURE OF TRUST

This FIRST SUPPLEMENTAL INDENTURE OF TRUST (this “**First Supplemental Indenture**”), dated for convenience as of December 1, 2018, is by and between the SAN LEANDRO PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority 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 organized and existing under and by virtue of the laws of the United States of America, with a corporate trust office in San Francisco, California, being qualified to accept and administer the trusts hereby created (the “**Trustee**”).

BACKGROUND:

WHEREAS, this First Supplemental Indenture is supplemental to the Indenture of Trust, dated as of December 1, 2016, between the Authority and the Trustee (the “**Existing Indenture**”);

WHEREAS, pursuant to the Indenture, and the powers granted to the Authority under the Bond Law, the Authority has heretofore issued its San Leandro Public Financing Authority 2016 Refunding Lease Revenue Bonds in the initial principal amount of \$14,125,000 (the “**2016 Bonds**”);

WHEREAS, Section 6.06 of the Existing Indenture provides that the Authority may issue or incur additional bonds, notes or other indebtedness which are payable out of the Revenues in whole or in part only in accordance with Section 7.5(b)(v) of the Lease;

WHEREAS, Section 9.01(b)(v) of the Existing Indenture permits amendments to the Existing Indenture, without the consent of Bond Owners, to facilitate the issuance of additional obligations of the City under the Lease Agreement as provided in Section 7.5(b)(v) thereof;

WHEREAS, pursuant to Section 7.5(b)(v) of the Lease, the Authority and the City are amending the Lease to provide for the payment of increased Lease Payments to support the issuance of additional bonds by the Authority and have complied with the terms of said Section 7.5(b)(v), and the Authority and the Trustee wish to supplement and amend the Existing Indenture as provided in this First Supplemental Indenture in connection therewith;

WHEREAS, in accordance with the foregoing, the Authority wishes to issue, pursuant to the Bond Law and this First Supplemental Indenture, its 2018 Lease Revenue Bonds in the aggregate principal amount of \$_____ (the “**2018 Bonds**”); and

NOW, THEREFORE, the parties hereto agree that the Existing Indenture shall be supplemented and amended by adding the following sections thereto:

ARTICLE XII

DEFINITIONS

SECTION 12.01. *Definitions.* Unless the context otherwise requires, the capitalized terms set forth in this Section shall, for all purposes of this 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 the terms defined herein. Capitalized terms not defined

herein shall have the meanings assigned to them in the Indenture. Terms defined both in the Existing Indenture and below shall have the meanings set forth below.

"Bonds" means, collectively, the (a) 2016 Bonds and (b) 2018 Bonds; provided, that for purposes of (i) the maximum authorized amount, payment provisions and other terms set forth in Sections 2.01 and 2.02 of the Existing Indenture, (ii) the application of proceeds set forth in 3.02 of the Existing Indenture, (iii) the redemption provisions set forth in Sections 4.01 of the Existing Indenture, and (iv) any other instance where it is clear Bonds only refers to the 2016 Bonds, the term "Bonds" shall refer only to the 2016 Bonds.

"Closing Date" means, with respect to each series of Bonds, the date of delivery of the respective series of Bonds to the Original Purchaser thereof.

"Existing Indenture" means the Indenture of Trust, dated as of December 1, 2016, between the Authority and the Trustee.

"First Supplemental Indenture" means the First Supplemental Indenture of Trust, dated as of December 1, 2018, between the Authority and the Trustee.

"Interest Payment Date" means, (a) with respect to the 2016 Bonds, each May 1 and November 1, commencing May 1, 2017, so long as any 2016 Bonds remain unpaid and (b) with respect to the 2018 Bonds, each May 1 and November 1, commencing May 1, 2019, so long as any 2016 Bonds remain unpaid.

"Project" means the acquisition or construction of any real or personal property for which the City is authorized to expend funds subject to its control, which are anticipated to consist of (but are not limited to) Casa Peralta, Farrelly Pool, Manor Park Competition Pool, Marina Mulford Library and the Police Headquarters and South Office Building.

"Project Costs" means all costs of payment of, or reimbursement for, the engineering, design, acquisition, installation, provision and financing of the Project, including but not limited to, management costs, administrative costs and expenditures relating to financing payments, costs of accounting, feasibility, environmental and other reports, interest during the period of acquisition and installation of the Project, insurance costs, inspection costs, permit fees, filing and recording costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, escrow fees, financing discounts, legal fees and charges, financial and other professional consultant fees and charges in connection with the foregoing.

"Project Fund" means the fund by that name established and held by the Trustee under Section 13.06.

"Site Lease Payment" means the amount which is payable by the Authority to the City under Section 3 of the Site Lease.

"2016 Bonds" means the \$14,125,000 initial principal amount of San Leandro Public Financing Authority 2016 Refunding Lease Revenue Bonds authorized by and at any time Outstanding under this Indenture.

“2018 Bonds” means the \$_____ aggregate principal amount of San Leandro Public Financing Authority 2018 Lease Revenue Bonds authorized by and at any time Outstanding under this Indenture.

“2018 Costs of Issuance Fund” means the fund by that name established and held by the Trustee under Section 13.05.

For clarity, because all Lease Payments have been assigned to the Trustee under the Indenture, the definition of “Revenues” shall include all Lease Payments payable under the Lease, as amended in connection with the issuance of the 2018 Bonds, without regard to the exclusion set forth in clause (i) thereof.

ARTICLE XIII

THE 2018 BONDS

SECTION 13.01. *Authorization of 2018 Bonds.* The Authority has reviewed all proceedings heretofore taken and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the 2018 Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Authority is now duly empowered, under each and every requirement of law, to issue the 2018 Bonds in the manner and form provided in this Indenture.

The Authority hereby authorizes the issuance of the 2018 Bonds in the aggregate principal amount of \$_____ under the Bond Law for the purposes of providing funds to pay the portion of the Site Lease Payment due to the City on the Closing Date for the 2018 Bonds. The 2018 Bonds are authorized and issued under, and are subject to the terms of, this Indenture and the Bond Law. The 2018 Bonds are designated the “San Leandro Public Financing Authority 2018 Lease Revenue Bonds.”

SECTION 13.02. *Terms of the 2018 Bonds.*

(a) Payment Provisions. The 2018 Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof, so long as no 2018 Bond has more than one maturity date. The 2018 Bonds shall mature on November 1 in each of the years and in the amounts, and bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rates, as follows:

<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal Amount</u> \$	<u>Interest Rate</u> %
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Interest on the 2018 Bonds is payable from the Interest Payment Date next preceding the date of authentication thereof unless:

- (i) a 2018 Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date,
- (ii) a 2018 Bond is authenticated on or before the first Record Date, in which event interest thereon will be payable from the Closing Date, or
- (iii) interest on any 2018 Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable from the date to which interest has been paid in full, payable on each Interest Payment Date.

Interest is payable on each Interest Payment Date to the persons in whose names the ownership of the 2018 Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Interest on any 2018 Bond which is not punctually paid or duly provided for on any Interest Payment Date is payable to the person in whose name the ownership of such 2018 Bond is registered on the Registration Books at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Trustee, notice of which is given to such Owner by first-class mail not less than 10 days prior to such special record date.

The Trustee will pay interest on the 2018 Bonds by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owners of the 2018 Bonds at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date. At the written request of the Owner of 2018 Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Trustee as of any Record Date, the Trustee will pay interest on such 2018 Bonds on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request, which written request will remain in effect until rescinded in writing by the Owner. The Trustee will pay principal of the Bonds in lawful money of the United States of America by check of the Trustee upon presentation and surrender thereof at the Office of the Trustee.

(b) Transfer and Exchange of 2018 Bonds. The provisions of Section 2.03 of the Indenture shall apply to the 2018 Bonds as if repeated here.

(c) Book-Entry System; Registration Books; Bonds Mutilated, Lost, Destroyed or Stolen. The provisions of Sections 2.04, 2.05 and 2.07 of the Indenture shall apply to the 2018 Bonds as if repeated here.

SECTION 13.03. *Form and Execution of 2018 Bonds.* The 2018 Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, are set

forth in Appendix B-1 attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

The Chairman or the Executive Director of the Authority shall execute, and the Secretary of the Authority shall attest each 2018 Bond. Either or both of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on any 2018 Bond ceases to be such officer before the Closing Date, such signature will nevertheless be as effective as if the officer had remained in office until the Closing Date. Any 2018 Bond may be signed and attested on behalf of the Authority by such persons as at the actual date of the execution of such 2018 Bond are the proper officers of the Authority, duly authorized to execute debt instruments on behalf of the Authority, although on the date of such 2018 Bond any such person was not an officer of the Authority.

Only those 2018 Bonds bearing a certificate of authentication in the form set forth in Appendix B-1, manually executed and dated by the Trustee, are valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee is conclusive evidence that such 2018 Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

SECTION 13.04. *Application of Proceeds of Sale of 2018 Bonds.* Upon the receipt of payment for the purchase price of the 2018 Bonds in the amount of \$_____ (constituting the par amount of the 2018 Bonds, plus net original issue premium in the amount of \$_____, less the discount of the Original Purchaser in the amount of \$_____), on the Closing Date, the Trustee shall deposit the proceeds thereof as follows:

- (a) The Trustee shall deposit the amount of \$_____ into the 2018 Costs of Issuance Fund.
- (b) The Trustee shall deposit the amount of \$_____, constituting the remainder of such proceeds and representing the full amount of the Site Lease Payment due on the Closing Date for the 2018 Bonds, to the Project Fund.

SECTION 13.05. *Establishment and Application of 2018 Costs of Issuance Fund.* The Trustee shall establish, maintain and hold in trust a separate fund designated as the "2018 Costs of Issuance Fund" into which the Trustee shall deposit a portion of the proceeds of sale of the 2018 Bonds under Section 13.04(a). The Trustee shall disburse amounts in the 2018 Costs of Issuance Fund from time to time to pay the Costs of Issuance upon submission of a Written Requisition of the Authority stating 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 fund. Each such Written Requisition of the Authority shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. The Trustee may conclusively rely on such Written Requisitions and shall be fully protected in relying thereon. On _____, 2019, or upon the earlier Written Request of the Authority, the Trustee shall transfer all amounts remaining in the 2018 Costs of Issuance Fund to the Interest Account and shall thereupon close the 2018 Costs of Issuance Fund.

SECTION 13.06. *Establishment and Application of Project Fund.*

(a) Deposit and Application. The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Project Fund," into which the Trustee shall deposit a portion of the proceeds of sale of the 2018 Bonds in accordance with Section 13.04(b). The Trustee shall disburse amounts in the Project Fund from time to time to pay Project Costs upon submission of Written Requests in substantially the form attached hereto as Appendix C.

(b) Investments. Moneys in the Project Fund shall be invested and deposited in accordance with Section 5.08; provided, that notwithstanding anything to the contrary in Section 5.08, interest earnings and profits from the investment of amounts in the Project Fund shall be retained by the Trustee in the Project Fund to be used for the purposes of the Project Fund.

(c) Closing of Project Fund. Upon the determination by the City that the Project has been completed and that no further amounts are required to be disbursed from the Project Fund to pay Project Costs, the City shall file a Written Certificate with the Trustee to that effect. Upon receipt of such Written Certificate, the Trustee shall withdraw all amounts remaining on deposit in the Project Fund, if any, and transfer such amounts to the funds and accounts directed by the City in such Written Certificate. After making such transfer, the Trustee shall close the Project Fund.

ARTICLE XIV

REDEMPTION OF 2018 BONDS

SECTION 14.01. *Terms of Redemption of 2018 Bonds.*

(a) Optional Redemption. [[The 2018 Bonds maturing on or before November 1, 2026, are not subject to optional redemption prior to their stated maturity. The 2018 Bonds maturing on or after November 1, 2027, are subject to redemption, as a whole or in part at the election of the Authority among maturities on such basis as designated by the Authority and by lot within a maturity, at the option of the Authority, on November 1, 2026, and on any date thereafter, at a redemption price equal to 100% of the principal amount of 2018 Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.]]

The Authority must give the Trustee written notice of its intention to redeem 2018 Bonds under this subsection (a), and the manner of selecting such 2018 Bonds for redemption from among the maturities thereof, in sufficient time to enable the Trustee to give notice of such redemption in accordance with Section 4.03.

(b) Special Mandatory Redemption From Insurance or Condemnation Proceeds. The 2018 Bonds are subject to redemption as a whole, or in part on a pro rata basis among maturities, on any date, from any Net Proceeds required to be used for such purpose as provided in Section 5.07, at a redemption price equal to 100% of the principal amount thereof plus interest accrued thereon to the date fixed for redemption, without premium. To the extent Net Proceeds are not sufficient to redeem all Bonds Outstanding, redemption of 2016 Bonds pursuant to Section 4.01(b) and redemption of 2018 Bonds pursuant to this Section 14.01(b) shall be done on a pro rata basis, as designated in writing by the Authority to the Trustee.

(c) Selection of Bonds for Redemption; Notice of Redemption; Rescission; Partial Redemption of Bonds; Effect of Redemption. The provisions of Sections 4.02 through 4.05 of the Indenture shall apply to the 2018 Bonds as if repeated here.

ARTICLE XV

MISCELLANEOUS

Section 15.01. *Terms of 2018 Bonds Subject to the Existing Indenture.* Except as expressly provided in this First Supplemental Indenture, every term and condition contained in the Existing Indenture shall apply to this First Supplemental Indenture and to the 2018 Bonds with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this First Supplemental Indenture.

This First Supplemental Indenture and all the terms and provisions herein contained shall form part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Existing Indenture. The Existing Indenture is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

SECTION 15.02. *Execution in Several Counterparts.* This First Supplemental Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 15.03. *Governing Law.* This First Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of California.

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

**SAN LEANDRO PUBLIC FINANCING
AUTHORITY**

By: _____
Executive Director

ATTEST:

Secretary

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

APPENDIX B-1

BOND FORM

NO. R-_____

\$_____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

SAN LEANDRO PUBLIC FINANCING AUTHORITY

2018 LEASE REVENUE BOND

INTEREST RATE:	MATURITY DATE:	ORIGINAL ISSUE DATE:	CUSIP:
_____ %	November 1, _____	December __, 2018	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: *** _____ ***

The SAN LEANDRO PUBLIC FINANCING AUTHORITY, a public body corporate and politic duly organized and existing under the laws of the State of California (the "Authority"), for value received, hereby promises to pay to the Registered Owner specified above or registered assigns (the "Registered Owner"), on the Maturity Date specified above (subject to any right of prior redemption hereinafter provided for), the Principal Amount specified above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond unless (i) this Bond is authenticated on or before an Interest Payment Date and after the close of business on the 15th day of the month preceding such interest payment date, in which event it shall bear interest from such Interest Payment Date, or (ii) this Bond is authenticated on or before April 15, 2019, in which event it shall bear interest from the Original Issue Date specified above; *provided, however*, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on this Bond, at the Interest Rate per annum specified above, payable semiannually on May 1 and November 1 in each year, commencing May 1, 2019 (the "Interest Payment Dates"), calculated on the basis of a 360-day year composed of twelve 30-day months.

Principal hereof and premium, if any, upon early redemption hereof are payable upon presentation and surrender hereof at the corporate trust office of U.S. Bank National Association, in St. Paul, Minnesota (the "Trust Office"), as trustee (the "Trustee"). Interest hereon is payable by check of the Trustee mailed to the Registered

Owner hereof at the Registered Owner's address as it appears on the registration books of the Trustee as of the close of business on the fifteenth day of the month preceding each Interest Payment Date (a "Record Date"), or, upon written request filed with the Trustee as of such Record Date by a registered owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to an account in the United States designated by such registered owner in such written request.

This Bond is not a debt of the City of San Leandro (the "City"), the County of Alameda, the State of California, or any of its political subdivisions, and neither the City, said County, said State, nor any of its political subdivisions, is liable hereon nor in any event shall this Bond be payable out of any funds or properties of the Authority other than the Revenues.

This Bond is one of a duly authorized issue of bonds of the Authority designated as the "San Leandro Public Financing Authority 2018 Lease Revenue Bonds" (the "Bonds"), in an aggregate principal amount of \$_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption provisions) and all issued under the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code, and under an Indenture of Trust, dated as of December 1, 2016, between the Authority and the Trustee, as supplemented and amended by a First Supplemental Indenture of Trust, dated as of December 1, 2018, between the Authority and the Trustee (as so supplemented and amended, the "Indenture") and a resolution of the Authority adopted on _____, 2018 authorizing the issuance of the Bonds. Reference is hereby made to the Indenture (copies of which are on file at the office of the Authority) for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Revenues, and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Authority thereunder, to all of the provisions of which the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Authority to finance certain capital improvement projects of the City. This Bond and the interest and premium, if any, hereon are special obligations of the Authority, payable from the Revenues, and secured by a charge and lien on the Revenues as defined in the Indenture, consisting principally of lease payments made by the City under a Lease Agreement dated as of December 1, 2016, between the Authority, as lessor, and the City, as lessee, as amended by a First Amendment to Lease Agreement, dated as of December 1, 2018, between the Authority, as lessor, and the City, as lessee (as so amended, the "Lease"). As and to the extent set forth in the Indenture, all of the Revenues are exclusively and irrevocably pledged in accordance with the terms hereof and the provisions of the Indenture, to the payment of the principal of and interest and premium (if any) on the Bonds and the \$14,125,000 initial principal amount of San Leandro Public Financing Authority 2016 Refunding Lease Revenue Bonds issued by the Authority on December 1, 2016 (the "2016 Bonds").

The rights and obligations of the Authority and the owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms

provided in the Indenture, but no such modification or amendment shall extend the fixed maturity of any Bonds, or reduce the amount of principal thereof or premium (if any) thereon, or extend the time of payment, or change the method of computing the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the owner of each Bond so affected.

[[The Bonds maturing on or before November 1, 2026, are not subject to optional redemption prior to their respective stated maturity dates. The Bonds maturing on or after November 1, 2027, are subject to redemption in whole, or in part at the request of the Authority among maturities on such basis as the Authority may designate and by lot within a maturity, at the option of the Authority, on any date on or after November 1, 2026, from any available source of funds, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest to the date of redemption, without premium.]]

The Bonds are subject to redemption as a whole, or in part by lot, on any date, to the extent of any net proceeds of hazard or title insurance with respect to the property which has been leased under the Lease (the "Leased Property") or any portion thereof which are not used to repair or replace the Leased Property pursuant to the Lease, or to the extent of any net proceeds arising from the disposition of the Leased Property or any portion thereof in eminent domain proceedings which the City elects to be used for such purpose pursuant to the Lease, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the date fixed for redemption, without premium.

To the extent Net Proceeds are not sufficient to redeem all Bonds and 2016 Bonds Outstanding, redemption of Bonds and 2016 Bonds pursuant to the Indenture shall be done on a pro rata basis, as designated in writing by the Authority to the Trustee.

As provided in the Indenture, notice of redemption will be mailed by the Trustee by first class mail not less than 30 nor more than 60 days prior to the redemption date to the respective owners of any Bonds designated for redemption at their addresses appearing on the registration books of the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption or the cessation of accrual of interest thereon from and after the date fixed for redemption. Notice of any optional redemption of the Bonds may be rescinded under the circumstances set forth in the Indenture, upon notice to the owners of such Bonds.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Trust Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer, a new Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. This Bond may be exchanged at the Trust Office for Bonds of the same tenor,

aggregate principal amount, interest rate and maturity, of other authorized denominations.

The Authority and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Authority and the Trustee shall not be affected by any notice to the contrary.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Authority or the Trustee for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

It is hereby certified by the Authority that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the Bond Law and the laws of the State of California and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Bond Law or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the San Leandro Public Financing Authority has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its Executive Director and attested to by the facsimile signature of its Secretary, all as of the Original Issue Date specified above.

**SAN LEANDRO PUBLIC FINANCING
AUTHORITY**

By _____
Executive Director

Attest:

Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Dated:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____ whose address and social security or other tax identifying number is _____, the within-mentioned Bond and hereby _____ irrevocably constitute(s) _____ and _____ appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX C

**\$ _____
San Leandro Public Financing Authority
2018 Lease Revenue Bonds**

WRITTEN REQUISITION FROM PROJECT FUND

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Representative," as such term is defined in that certain Indenture of Trust, dated as of December 1, 2016, by and between the Authority and the Trustee, as supplemented and amended by the First Supplemental Indenture of Trust, dated as of December 1, 2018, by and between the Authority and the Trustee (as so supplemented and amended, the "Indenture"), and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) under Section 13.06 of the Indenture, the undersigned hereby requests and authorizes the Trustee to disburse from the Project Fund established under the Indenture to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of a Project Cost, as described on attached Schedule A; and

(iii) no portion of the amount herein requested to be disbursed was set forth in any Written Requisition previously filed requesting disbursement for Project Costs;

(iv) capitalized terms used but not defined herein are defined in the Indenture.

Dated: _____, 20____

CITY OF SAN LEANDRO

y: _____
Its: Authorized Representative

SCHEDULE A

Payee Name and Address

Purpose of Obligation

Amount