
**BOND ORDER, FISCAL AGENT AGREEMENT
AND PRICING CERTIFICATE**

Relating to

City of Santa Clara, California
Subordinated Electric Revenue Refunding Bonds, Series 2020-1

City of Santa Clara, California
Subordinated Electric Revenue Refunding Bonds, Series 2020-2

and

City of Santa Clara, California
Subordinated Electric Revenue Refunding Bonds, Series 2020-3

Dated: _____, 2020

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BOND ORDER, FISCAL AGENT AGREEMENT
AND PRICING CERTIFICATE

Relating to

City of Santa Clara, California
Subordinated Electric Revenue Refunding Bonds, Series 2020-1
Subordinated Electric Revenue Refunding Bonds, Series 2020-2
Subordinated Electric Revenue Refunding Bonds, Series 2020-3

I, the undersigned officer of the City of Santa Clara, California (the “City”), a municipal corporation and chartered city duly organized and existing under the Constitution and laws of the State of California, do hereby make and execute this Bond Order, Fiscal Agent Agreement and Pricing Certificate pursuant to Resolution No. ____ adopted by the City Council of the City on _____, 2020 (the “Resolution”) captioned as follows:

“RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA AUTHORIZING AND APPROVING (I) THE REFUNDING OF CERTAIN OUTSTANDING BONDS; (II) THE EXECUTION AND DELIVERY OF (A) A LOAN AGREEMENT WITH BANK OF AMERICA, N.A. AND THE BORROWING BY THE CITY THEREUNDER TO BE EVIDENCED BY SUBORDINATED ELECTRIC REVENUE REFUNDING BONDS, SERIES 2020-1 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$70 MILLION; (B) A LOAN AGREEMENT WITH BANK OF AMERICA, N.A. AND THE BORROWING BY THE CITY THEREUNDER TO BE EVIDENCED BY SUBORDINATED ELECTRIC REVENUE REFUNDING BONDS, SERIES 2020-2 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$50 MILLION; (C) A LOAN AGREEMENT WITH BANK OF AMERICA, N.A. AND THE BORROWING BY THE CITY THEREUNDER TO BE EVIDENCED BY SUBORDINATED ELECTRIC REVENUE REFUNDING BONDS, SERIES 2020-3 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$25 MILLION; AND (III) CERTAIN OTHER DOCUMENTS AND ACTIONS RELATING THERETO”

authorizing the issuance of the referenced Subordinate Electric Revenue Bonds. Unless otherwise defined herein, capitalized terms used in this Bond Order, Fiscal Agent Agreement and Pricing Certificate shall have the meanings given such terms in the Resolution.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The terms defined in this Section shall, for all purposes of this Bond Order, Fiscal Agent Agreement and Pricing Certificate 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. Terms defined in the Resolution not otherwise defined herein shall have the meanings specified therein.

“Adjusted Net Revenues” has the meaning specified in the Senior Electric Bond Indenture.

“Authorized City Officer” means any of the City Manager, the Director of Finance or the Chief Electric Utility Officer of the City or a duly authorized designee of one of the foregoing.

“Available Electric Revenues Fund” means the City of Santa Clara Electric Utility Available Electric Revenues Fund established pursuant to Section 3.01 hereof.

“Available Electric Revenues” means, for any fiscal period, the Adjusted Net Revenues for such fiscal period less all amounts required to be paid under the Senior Electric Bond Indenture for principal, interest, reserve fund and any other debt service or other requirements on the Senior Electric Revenue Bonds and any Parity Debt (as such term is defined in the Senior Electric Bond Indenture) as the same shall become due in such fiscal period.

“Bank” means Bank of America, N.A.

“Business Day” means any day other than a Saturday, Sunday, or a day on which banking institutions in the State of California or the State of New York are authorized or obligated by law or executive order to be closed.

“Conversion Date” means, with respect to the Subordinate 2020-1 Bonds or the Subordinate 2020-2 Bonds, the date upon which all of the conditions for the conversion of such Subordinate 2020-1 Bonds or Subordinate 2020-2 Bonds (and the related Loan evidenced thereby) to the applicable Tax-Exempt Rate have been satisfied as set forth in Section 2.2(b) of the related Loan Agreement.

“Costs of Issuance Fund” means the City of Santa Clara Subordinate Electric Bonds Costs of Issuance Fund established pursuant to Section 3.04 hereof.

“Debt Service Fund” means the City of Santa Clara Subordinate Electric Bonds Debt Service Fund established pursuant to Section 3.02 hereof.

“Determination of Taxability” shall have the meaning specified with respect to the Subordinate 2020-1 Bonds, the Subordinate 2020-2 Bonds or the Subordinate 2020-3 Bonds in the respective Loan Agreement related to such series.

“Event of Default” as used with reference to the Subordinate 2020-1 Bonds, the Subordinate 2020-2 Bonds or the Subordinate 2020-3 Bonds shall have the meaning specified for such term in the respective Loan Agreement related to such series of Subordinate Electric Revenue Bonds.

“Fiscal Agent” means The Bank of New York Mellon Trust Company, N.A., acting as fiscal agent hereunder, or its successor as provided in Section 5.03 hereof.

“Initial Taxable Rate” means, with respect to the Subordinate 2020-1 Bonds or the Subordinate 2020-2 Bonds, the taxable rate of interest payable on such Subordinate 2020-1

Bonds or Subordinate 2020-2 Bonds during the Initial Taxable Rate Period, as specified in Section 2.01(D)(i) or Section 2.02(D)(i) hereof, as applicable.

“Initial Taxable Rate Period” means, with respect to the Subordinate 2020-1 Bonds or the Subordinate 2020-2 Bonds, the time period commencing on the Issuance Date up to but not including the Conversion Date, if any, for such Subordinate 2020-1 Bonds or Subordinate 2020-2 Bonds.

“Interest Rate Addendum” means the addendum to the respective Subordinate Electric Revenue Bonds described in Section 2.05 hereof, which shall be in substantially the form set forth in Exhibit I hereto.

“Issuance Date” means the date of the initial delivery of and payment for the Subordinate Electric Revenue Bonds.

“Loan” means the respective Loan (as defined in the related Loan Agreement) made by the Bank to the City under the related 2020-1 Loan Agreement, 2020-2 Loan Agreement or 2020-3 Loan Agreement, as applicable.

“Maximum Rate” means, with respect to each of the Subordinate 2020-1 Bonds, the Subordinate 2020-2 Bonds and the Subordinate 2020-3 Bonds, the Maximum Rate specified in the related Loan Agreement for such series, but which in no event shall exceed the maximum rate allowed by law.

“Non-Conversion Taxable Rate” means, with respect to the Subordinate 2020-1 Bonds or the Subordinate 2020-2 Bonds, the taxable rate of interest payable on such Subordinate 2020-1 Bonds or Subordinate 2020-2 Bonds during the Non-Conversion Taxable Rate Period, as specified in Section 2.01(D)(iii) or Section 2.02(D)(iii) hereof, as applicable.

“Non-Conversion Taxable Rate Period” means, with respect to the Subordinate 2020-1 Bonds or the Subordinate 2020-2 Bonds, in the event the Bank does not execute the related Conversion Agreement by the date specified in 2.2(a) of the related Loan Agreement in accordance with the terms of the related Loan Agreement, the period from and including such date to the date of stated maturity or prior redemption of the Subordinate 2020-1 Bonds or the Subordinate 2020-2 Bonds, as applicable.

“Owner” means the registered owner of a Subordinate Electric Revenue Bond, as shown in the bond register to be maintained by the Fiscal Agent as provided in Section 2.07(A) hereof. The initial Owner of each of the Subordinate 2020-1 Bonds, Subordinate 2020-2 Bonds and Subordinate 2020-3 Bonds shall be the Bank.

“Prepayment Fee” shall have the meaning specified with respect to the Subordinate 2020-1 Bonds, the Subordinate 2020-2 Bonds and the Subordinate 2020-3 Bonds in respective Loan Agreement related to such series.

“Resolution” means Resolution No. ____ adopted by the City Council of the City on _____, 2020.

“Senior Electric Bond Indenture” means that certain Amended and Restated Electric Revenue Bond Indenture, dated as of March 1, 2011, by and between the City and The Bank of New York Mellon Trust Company, N.A., as trustee, as amended and supplemented.

“Subordinate Electric Revenue Bonds” means, collectively, the Subordinate 2020-1 Bonds, the Subordinate 2020-2 Bonds and the Subordinate 2020-3 Bonds.

“Subordinate 2020-1 Bonds” shall mean the City of Santa Clara, California Subordinated Electric Revenue Refunding Bonds, Series 2020-1, authorized by the Resolution and described herein and in the 2020-1 Loan Agreement.

“Subordinate 2020-2 Bonds” shall mean the City of Santa Clara, California Subordinated Electric Revenue Refunding Bonds, Series 2020-2, authorized by the Resolution and described herein and in the 2020-2 Loan Agreement.

“Subordinate 2020-3 Bonds” shall mean the City of Santa Clara, California Subordinated Electric Revenue Refunding Bonds, Series 2020-3, authorized by the Resolution and described herein and in the 2020-3 Loan Agreement.

“Taxable Rate” means, with respect to the Subordinate 2020-1 Bonds, the Subordinate 2020-2 Bonds or the Subordinate 2020-3 Bonds, the taxable rate of interest payable on such Subordinate 2020-1 Bonds, Subordinate 2020-2 Bonds or Subordinate 2020-3 Bonds following a Determination of Taxability (occurring in the case of the Subordinate 2020-1 Bonds or Subordinate 2020-2 Bonds during the Tax-Exempt Rate Period), as specified in Section 2.01(D)(iv), Section 2.02(D)(iv) or Section 2.03(D)(ii) hereof, as applicable.

“Tax Certificate” means the Tax Certificate concerning certain matters pertaining to the use and investment of proceeds of a series of Subordinate Electric Revenue Bonds executed and delivered by the City, in the case of the Subordinate 2020-3 Bonds on the Issuance Date, and in the case of the Subordinate 2020-1 Bonds or the Subordinate 2020-2 Bonds on the respective Conversion Date, if any, including, in all cases, any and all exhibits attached thereto.

“Tax-Exempt Bonds Conversion Agreement” means, with respect to the Subordinate 2020-1 Bonds or the Subordinate 2020-2 Bonds, the agreement between the City and the Bank providing for the conversion of the interest rate on such Subordinate 2020-1 Bonds or the Subordinate 2020-2 Bonds (and the related Loan evidenced thereby) from the Initial Taxable Rate to the Tax-Exempt Rate, which agreement shall be in substantially the form attached as Exhibit B to the related Loan Agreement.

“Tax-Exempt Rate” means (i) with respect to the Subordinate 2020-1 Bonds or the Subordinate 2020-2 Bonds, the tax-exempt rate of interest payable during the Tax-Exempt Rate Period, as specified in Section 2.01(D)(ii) or Section 2.02(D)(ii) hereof, as applicable; and (ii) with respect to the Subordinate 2020-3 Bonds, the tax-exempt rate of interest payable commencing on the Issuance Date of such Subordinate 2020-3 Bonds, as specified in Section 2.03(D)(i) hereof.

“Tax-Exempt Rate Period” means, with respect to the Subordinate 2020-1 Bonds or the Subordinate 2020-2 Bonds, the period from and including the Conversion Date, if any, to the

date of stated maturity or prior redemption of such Subordinate 2020-1 Bonds or the Subordinate 2020-2 Bonds (unless a Determination of Taxability shall thereafter occur).

“2011 A Escrow Agreement” means the Escrow Agreement (2011 A), dated as of April 1, 2020, by and between the City and The Bank of New York Mellon Trust Company, N.A., as escrow agent and as Trustee for the Senior 2011 A Electric Revenue Bonds being refunded by the Subordinate 2020-1 Bonds.

“2013 A Escrow Agreement” means the Escrow Agreement (2013 A), dated as of April 1, 2020, by and between the City and The Bank of New York Mellon Trust Company, N.A., as escrow agent and as Trustee for the Senior 2013 A Electric Revenue Bonds being refunded by the Subordinate 2020-2 Bonds.

“2020-1 Loan Agreement” means the Loan Agreement (2020-1) dated as of April 1, 2020 (as amended, modified, supplemented or restated), by and between the City and the Bank, pursuant to which the Bank agrees to make the Loan to the City evidenced by the Subordinate 2020-1 Bonds. When used with reference to the Subordinate 2020-1 Bonds, the terms “respective Loan Agreement” or “related Loan Agreement” shall mean the 2020-1 Loan Agreement.

“2020-2 Loan Agreement” means the Loan Agreement (2020-2) dated as of April 1, 2020 (as amended, modified, supplemented or restated), by and between the City and the Bank, pursuant to which the Bank agrees to make the Loan to the City evidenced by the Subordinate 2020-2 Bonds. When used with reference to the Subordinate 2020-2 Bonds, the term “respective Loan Agreement” or “related Loan Agreement” shall mean the 2020-2 Loan Agreement.

“2020-3 Loan Agreement” means the Loan Agreement (2020-3) dated as of April 1, 2020 (as amended, modified, supplemented or restated), by and between the City and the Bank, pursuant to which the Bank agrees to make the Loan to the City evidenced by the Subordinate 2020-3 Bonds. When used with reference to the Subordinate 2020-3 Bonds, the term “respective Loan Agreement” or “related Loan Agreement” shall mean the 2020-3 Loan Agreement.

ARTICLE II

TERMS OF THE SUBORDINATE ELECTRIC REVENUE BONDS

Section 2.01. Subordinate 2020-1 Bonds.

(A) The series of Subordinate Electric Revenue Bonds authorized under the Resolution to be designated the “City of Santa Clara, California Subordinated Electric Revenue Refunding Bonds, Series 2020-1” (referred to herein and in the Resolution as the “Subordinate 2020-1 Bonds”) shall be issued in the aggregate principal amount of \$_____ for the purposes specified in Section 3 of the Resolution. The Subordinate 2020-1 Bonds shall evidence the repayment obligation of the City with respect to the Loan made by the Bank under the 2020-1 Loan Agreement in such amount to effect such purposes.

(B) On the Issuance Date, the Subordinate 2020-1 Bonds shall be issued in definitive certificated form (which may be typewritten), shall be initially issued registered in the name of the Bank, and shall be evidenced by one Subordinate 2020-1 Bond certificate representing the total principal amount of the Subordinate 2020-1 Bonds. Each Subordinate 2020-1 Bond may be assigned by the Fiscal Agent a distinctive number or letter and number, and a record of the same shall be maintained by the Fiscal Agent in the bond register. Registered ownership of the Subordinate 2020-1 Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 2.07 hereof.

(C) The Subordinate 2020-1 Bonds shall be dated the Issuance Date, and shall mature on July 1, 20__, with the aggregate principal amount thereof payable in installments in the following years and in the following amounts to provide for the repayment of the Loan made by the Bank to the City under the 2020-1 Loan Agreement and evidenced by such Subordinate 2020-1 Bonds:

Principal Payment Date (July 1)	Principal Installment Amount
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As provided in Section 2.4 of the 2020-1 Loan Agreement, the principal installment amounts set forth above are subject to adjustment in the event of a prepayment by the City in part of the Loan under such 2020-1 Loan Agreement and the redemption of a portion of the Subordinate 2020-1 Bonds in accordance with Section 2.01(E) hereof. Upon any such redemption in part of the Subordinate 2020-1 Bonds, the City shall provide the Fiscal Agent with a revised schedule of the foregoing principal installment amounts to provide for the applicable reduction to such principal installment amounts to reflect the such redeemed portion.

(D) Interest on the Subordinate 2020-1 Bonds shall be payable on January 1 and July 1 of each year, commencing on July 1, 2020. The Subordinate 2020-1 Bonds shall bear interest at the rates and shall accrue interest in the manner and calculated as provided for the Loan made by the Bank to the City under the 2020-1 Loan Agreement as set forth below.

(i) *Initial Taxable Rate Period.* The Subordinate 2020-1 Bonds shall bear interest during the Initial Taxable Rate Period at the Initial Taxable Rate of ___ % per annum, calculated on the basis of a 360-day year of twelve 30-day months. Interest shall accrue from the later of the Issuance Date or the most recent interest payment date to which interest on such Subordinate 2020-1 Bonds has been paid or provided for (such date for accrual of interest to be confirmed by the Bank to the Fiscal Agent as

applicable), and shall be payable in arrears on each interest payment date until the earlier of the Conversion Date or prior redemption, if any.

(ii) *Tax-Exempt Rate Period.* The Subordinate 2020-1 Bonds shall bear interest during the Tax-Exempt Rate Period at the Tax-Exempt Rate of ___% per annum, calculated on the basis of a 360-day year of twelve 30-day months. Interest shall accrue from the later of the Conversion Date of the Subordinate 2020-1 Bonds or the most recent interest payment date to which interest has been paid or provided for (such date for accrual of interest to be confirmed by the Bank to the Fiscal Agent as applicable), and shall be payable in arrears on each interest payment date until the earlier of the date of stated maturity or prior redemption, if any.

(iii) *Non-Conversion Taxable Rate Period.* The Subordinate 2020-1 Bonds shall bear interest during the Non-Conversion Taxable Rate Period at the Non-Conversion Taxable Rate of ___% per annum, calculated on the basis of a 360-day year of twelve 30-day months. Interest shall accrue from the later of the date specified in 2.2(a) of the 2020-1 Loan Agreement in the event the Bank does not execute the related Conversion Agreement in accordance with the terms of the 2020-1 Loan Agreement or the most recent interest payment date to which interest has been paid or provided for (such date for accrual of interest to be confirmed by the Bank to the Fiscal Agent as applicable), and shall be payable in arrears on each interest payment date until the earlier of the date of stated maturity or prior redemption, if any.

(iv) *Determination of Taxability.* Following the Conversion Date and only in the event of a Determination of Taxability during the Tax-Exempt Rate Period, the Subordinate 2020-1 Bonds shall bear interest at the Taxable Rate of ___% per annum, calculated on the basis of a 360-day year of twelve 30-day months. Interest shall accrue from the date of the Determination of Taxability (such date for accrual of interest to be confirmed by the Bank to the Fiscal Agent as applicable), and shall be payable in arrears on each interest payment date until the earlier of the date of stated maturity or prior redemption, if any.

(v) *Event of Default.* Only upon the occurrence and during the continuance of an Event of Default, the Subordinate 2020-1 Bonds shall bear interest at the Default Rate of 12% per annum, calculated on the basis of a 365-day year and actual days elapsed.

(vi) *Maximum Rate.* The interest rate on the Subordinate 2020-1 Bonds shall never exceed the Maximum Rate.

(E) The Subordinate 2020-1 Bonds shall be subject to redemption in whole or in part on any date, upon five Business Days' prior notice, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date of redemption plus a premium equal to the Prepayment Fee payable under the 2020-1 Loan Agreement, if any. Such Subordinate 2020-1 Bonds shall be redeemed in the amount of any prepayment made by the City under Section 2.5 of the 2020-1 Loan Agreement without further action. The City shall endeavor to provide the Fiscal Agent with seven Business Days' prior notice of its intent to exercise its right of optional prepayment under the 2020-1 Loan Agreement.

(F) Only upon the occurrence and during the continuance of an Event of Default under the 2020-1 Loan Agreement, the entire unpaid principal amount of the Subordinate 2020-1 Bonds and accrued and unpaid interest thereon shall be subject to being declared immediately due and payable, and upon such declaration the same shall become and shall be immediately due and payable, as and to the extent and subject to the provisions of such 2020-1 Loan Agreement.

(G) All payments of principal or redemption price of and interest on the Subordinate 2020-1 Bonds made by the City shall extinguish the corresponding repayment obligation of the City with respect to the Loan made by the Bank to the City under the 2020-1 Loan Agreement.

Section 2.02. Subordinate 2020-2 Bonds.

(A) The series of Subordinate Electric Revenue Bonds authorized under the Resolution to be designated the “City of Santa Clara, California Subordinated Electric Revenue Refunding Bonds, Series 2020-2” (referred to herein and in the Resolution as the “Subordinate 2020-2 Bonds”) shall be issued in the aggregate principal amount of \$_____ for the purposes specified in Section 4 of the Resolution. The Subordinate 2020-2 Bonds shall evidence the repayment obligation of the City with respect to the Loan made by the Bank under the 2020-2 Loan Agreement in such amount to effect such purposes.

(B) On the Issuance Date, the Subordinate 2020-2 Bonds shall be issued in definitive certificated form (which may be typewritten), shall be initially issued registered in the name of the Bank, and shall be evidenced by one Subordinate 2020-2 Bond certificate representing the total principal amount of the Subordinate 2020-2 Bonds. Each Subordinate 2020-2 Bond may be assigned by the Fiscal Agent a distinctive number or letter and number, and a record of the same shall be maintained by the Fiscal Agent in the bond register. Registered ownership of the Subordinate 2020-2 Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 2.07 hereof.

(C) The Subordinate 2020-2 Bonds shall be dated the Issuance Date, and shall mature on July 1, 20__, with the aggregate principal amount thereof payable in installments in the following years and in the following amounts to provide for the repayment of the Loan made by the Bank to the City under the 2020-2 Loan Agreement and evidenced by such Subordinate 2020-2 Bonds:

<u>Principal Payment Date (July 1)</u>	<u>Principal Installment Amount</u>
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As provided in Section 2.4 of the 2020-2 Loan Agreement, the principal installment amounts set forth above are subject to adjustment in the event of a prepayment by the City in part of the Loan under such 2020-2 Loan Agreement and the redemption of a portion of the Subordinate 2020-2 Bonds in accordance with Section 2.02(E) hereof. Upon any such redemption in part of the Subordinate 2020-2 Bonds, the City shall provide the Fiscal Agent with a revised schedule of the foregoing principal installment amounts to provide for the applicable reduction to such principal installment amounts to reflect the such redeemed portion.

(D) Interest on the Subordinate 2020-2 Bonds shall be payable on January 1 and July 1 of each year, commencing on July 1, 2020. The Subordinate 2020-2 Bonds shall bear interest at the rates and shall accrue interest in the manner and calculated as provided for the Loan made by the Bank to the City under the 2020-2 Loan Agreement as set forth below.

(i) *Initial Taxable Rate Period.* The Subordinate 2020-2 Bonds shall bear interest during the Initial Taxable Rate Period at the Initial Taxable Rate of ___ % per annum, calculated on the basis of a 360-day year of twelve 30-day months. Interest shall accrue from the later of the Issuance Date or the most recent interest payment date to which interest on such Subordinate 2020-2 Bonds has been paid or provided for (such date for accrual of interest to be confirmed by the Bank to the Fiscal Agent as applicable), and shall be payable in arrears on each interest payment date until the earlier of the Conversion Date or prior redemption, if any.

(ii) *Tax-Exempt Rate Period.* The Subordinate 2020-2 Bonds shall bear interest during the Tax-Exempt Rate Period at the Tax-Exempt Rate of ___% per annum, calculated on the basis of a 360-day year of twelve 30-day months. Interest shall accrue from the later of the Conversion Date of the Subordinate 2020-2 Bonds or the most recent interest payment date to which interest has been paid or provided for (such date for accrual of interest to be confirmed by the Bank to the Fiscal Agent as applicable), and shall be payable in arrears on each interest payment date until the earlier of the date of stated maturity or prior redemption, if any.

(iii) *Non-Conversion Taxable Rate Period.* The Subordinate 2020-1 Bonds shall bear interest during the Non-Conversion Taxable Rate Period at the Non-Conversion Taxable Rate of ___% per annum, calculated on the basis of a 360-day year of twelve 30-day months. Interest shall accrue from the later of the date specified in 2.2(a) of the 2020-2 Loan Agreement in the event the Bank does not execute the related Conversion Agreement in accordance with the terms of the 2020-2 Loan Agreement or the most recent interest payment date to which interest has been paid or provided for (such date for accrual of interest to be confirmed by the Bank to the Fiscal Agent as applicable), and shall be payable in arrears on each interest payment date until the earlier of the date of stated maturity or prior redemption, if any.

(iv) *Determination of Taxability.* Following the Conversion Date and only in the event of a Determination of Taxability during the Tax-Exempt Rate Period, the Subordinate 2020-2 Bonds shall bear interest at the Taxable Rate of ___% per annum, calculated on the basis of a 360-day year of twelve 30-day months. Interest shall accrue from the date of the Determination of Taxability (such date for accrual of interest to be

confirmed by the Bank to the Fiscal Agent as applicable), and shall be payable in arrears on each interest payment date until the earlier of the date of stated maturity or prior redemption, if any.

(v) *Event of Default.* Only upon the occurrence and during the continuance of an Event of Default, the Subordinate 2020-2 Bonds shall bear interest at the Default Rate of 12% per annum, calculated on the basis of a 365-day year and actual days elapsed.

(vi) *Maximum Rate.* The interest rate on the Subordinate 2020-2 Bonds shall never exceed the Maximum Rate.

(E) The Subordinate 2020-2 Bonds shall be subject to redemption in whole or in part on any date, upon five Business Days' prior notice, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date of redemption plus a premium equal to the Prepayment Fee payable under the 2020-2 Loan Agreement, if any. Such Subordinate 2020-2 Bonds shall be redeemed in the amount of any prepayment made by the City under Section 2.5 of the 2020-2 Loan Agreement without further action. The City shall endeavor to provide the Fiscal Agent with seven Business Days' prior notice of its intent to exercise its right of optional prepayment under the 2020-2 Loan Agreement.

(F) Only upon the occurrence and during the continuance of an Event of Default under the 2020-2 Loan Agreement, the entire unpaid principal amount of the Subordinate 2020-2 Bonds and accrued and unpaid interest thereon shall be subject to being declared immediately due and payable, and upon such declaration the same shall become and shall be immediately due and payable, as and to the extent and subject to the provisions of such 2020-2 Loan Agreement.

(G) All payments of principal or redemption price of and interest on the Subordinate 2020-2 Bonds made by the City shall extinguish the corresponding repayment obligation of the City with respect to the Loan made by the Bank to the City under the 2020-2 Loan Agreement.

Section 2.03. Subordinate 2020-3 Bonds.

(A) The series of Subordinate Electric Revenue Bonds authorized under the Resolution to be designated the "City of Santa Clara, California Subordinated Electric Revenue Refunding Bonds, Series 2020-3" (referred to herein and in the Resolution as the "Subordinate 2020-3 Bonds") shall be issued in the aggregate principal amount of \$_____ for the purposes specified in Section 5 of the Resolution. The Subordinate 2020-3 Bonds shall evidence the repayment obligation of the City with respect to the Loan made by the Bank under the 2020-3 Loan Agreement in such amount to effect such purposes.

(B) On the Issuance Date, the Subordinate 2020-3 Bonds shall be issued in definitive certificated form (which may be typewritten), shall be initially issued registered in the name of the Bank, and shall be evidenced by one Subordinate 2020-3 Bond certificate representing the total principal amount of the Subordinate 2020-3 Bonds. Each Subordinate 2020-3 Bond may be assigned by the Fiscal Agent a distinctive number or letter and number, and a record of the same shall be maintained by the Fiscal Agent in the bond register. Registered ownership of the Subordinate 2020-3 Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 2.07 hereof.

(C) The Subordinate 2020-3 Bonds shall be dated the Issuance Date, and shall mature on July 1, 20__, with the aggregate principal amount thereof payable in installments in the following years and in the following amounts to provide for the repayment of the Loan made by the Bank to the City under the 2020-3 Loan Agreement and evidenced by such Subordinate 2020-3 Bonds:

Principal Payment Date (July 1)	Principal Installment Amount
2020	
2021	
2022	
2023	
2024	

As provided in Section 2.4 of the 2020-3 Loan Agreement, the principal installment amounts set forth above are subject to adjustment in the event of a prepayment by the City in part of the Loan under such 2020-3 Loan Agreement and the redemption of a portion of the Subordinate 2020-3 Bonds in accordance with Section 2.03(E) hereof. Upon any such redemption in part of the Subordinate 2020-3 Bonds, the City shall provide the Fiscal Agent with a revised schedule of the foregoing principal installment amounts to provide for the applicable reduction to such principal installment amounts to reflect the such redeemed portion.

(D) Interest on the Subordinate 2020-3 Bonds shall be payable on January 1 and July 1 of each year, commencing on July 1, 2020. The 2020-3 Bonds shall bear interest at the rates and shall accrue interest in the manner and calculated as provided for the Loan made by the Bank to the City under the 2020-3 Loan Agreement as set forth below.

(i) *Tax-Exempt Rate.* The Subordinate 2020-3 Bonds shall bear interest at the Tax-Exempt Rate of ___% per annum, calculated on the basis of a 360-day year of twelve 30-day months. Interest shall accrue from the later of the Issuance Date or the most recent interest payment date to which interest on such Subordinate 2020-3 Bonds has been paid or provided for (such date for accrual of interest to be confirmed by the Bank to the Fiscal Agent as applicable), and shall be payable in arrears on each interest payment date until the earlier of the date of stated maturity or prior redemption, if any.

(ii) *Determination of Taxability.* Only in the event of a Determination of Taxability, the Subordinate 2020-3 Bonds shall bear interest at the Taxable Rate of ___% per annum, calculated on the basis of a 360-day year of twelve 30-day months. Interest shall accrue from the date of the Determination of Taxability (such date for accrual of interest to be confirmed by the Bank to the Fiscal Agent as applicable), and shall be payable in arrears on each interest payment date until the earlier of the date of stated maturity or prior redemption, if any.

(iii) *Event of Default.* Only upon the occurrence and during the continuance of an Event of Default, the Subordinate 2020-3 Bonds shall bear interest at the Default Rate of 12% per annum, calculated on the basis of a 365-day year and actual days elapsed.

(iv) *Maximum Rate.* The interest rate on the Subordinate 2020-3 Bonds shall never exceed the Maximum Rate.

(E) The Subordinate 2020-3 Bonds shall be subject to redemption in whole or in part on any date, upon five Business Days' prior notice, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date of redemption plus a premium equal to the Prepayment Fee payable under the 2020-3 Loan Agreement, if any. Such Subordinate 2020-3 Bonds shall be redeemed in the amount of any prepayment made by the City under Section 2.5 of the 2020-3 Loan Agreement without further action. The City shall endeavor to provide the Fiscal Agent with seven Business Days' prior notice of its intent to exercise its right of optional prepayment under the 2020-3 Loan Agreement.

(F) Only upon the occurrence and during the continuance of an Event of Default under the 2020-3 Loan Agreement, the entire unpaid principal amount of the Subordinate 2020-3 Bonds and accrued and unpaid interest thereon shall be subject to being declared immediately due and payable, and upon such declaration the same shall become and shall be immediately due and payable, as and to the extent and subject to the provisions of such 2020-3 Loan Agreement.

(G) All payments of principal or redemption price of and interest on the Subordinate 2020-3 Bonds made by the City shall extinguish the corresponding repayment obligation of the City with respect to the Loan made by the Bank to the City under the 2020-3 Loan Agreement.

Section 2.04. Medium, Method and Place of Payment. The principal of, premium, if any, and interest on the Subordinate Electric Revenue Bonds shall be payable in lawful money of the United States of America. Interest on the Subordinate Electric Revenue Bonds shall be payable by check mailed by the Fiscal Agent by first-class mail on each interest payment date therefor to the Owner thereof as of the close of business on the fifteenth (15th) day of the calendar month immediately preceding such interest payment date (each, a "record date") or by such other customary banking arrangements acceptable to the Fiscal Agent and requested by the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements. The principal of (including any premium due thereon) of the Subordinate Electric Revenue Bonds shall be paid to the person in whose name such Subordinate Electric Revenue Bond is registered on the due date therefor (whether at maturity date or on the prior redemption thereof) upon presentation and surrender of such Subordinate Electric Revenue Bond at the designated office of the Fiscal Agent; provided, however, that for so long as the Subordinate Electric Revenue Bonds are held by a single Owner, principal installments made prior to final maturity will be noted by the Fiscal Agent in their official records but will not require the presentation and surrender of the Subordinate Electric Revenue Bonds.

Section 2.05. Form of Subordinate Electric Revenue Bonds. The Subordinate Electric Revenue Bonds of each series and the certificate of authentication and registration to be executed thereon shall be in substantially the respective form set forth as Exhibit I hereto, with such insertions, changes and modifications as are required to conform the respective bond form to the terms of this Bond Order, Fiscal Agent Agreement and Pricing Certificate and the related Loan Agreement. Upon notice to the Fiscal Agent by the Bank of a change in the interest rate on the Subordinate 2020-1 Bonds or Subordinate 2020-2 Bonds to the Tax-Exempt Rate, Non-

Conversion Taxable Rate or the Taxable Rate pursuant to Section 2.01(D) or Section 2.02(D) hereof, as applicable, the Fiscal Agent shall execute and provide to the City and the Bank a copy of the Interest Rate Addendum to the Subordinate 2020-1 Bond or Subordinate 2020-2 Bond, as applicable, which addendum shall be in substantially the form attached in Exhibit I hereto. The Interest Rate Addendum shall be attached by the Bank to the applicable Subordinate Electric Revenue Bonds, and shall be deemed incorporated into and a part of such Subordinate Electric Revenue Bonds for all purposes.

Section 2.06. Execution of Bonds. The Subordinate Electric Revenue Bonds shall be executed in the name of the City by the manual signature of its City Manager, and attested by the manual or facsimile signature of the City Clerk. In the event that any officer of the City whose manual or facsimile signature appears on the Subordinate Electric Revenue Bonds ceases to be such officer before the authentication of such Subordinate Electric Revenue Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

No Subordinate Electric Revenue Bonds shall be valid or obligatory for any purpose or be entitled to any security or benefit of the Resolution and/or this Bond Order, Fiscal Agent Agreement and Pricing Certificate unless and until there appears thereon the certificate of authentication substantially in the form provided in Exhibit I hereto, executed by the Fiscal Agent.

Section 2.07. Registration, Transfer and Exchange; Cancellation.

(A) So long as any Subordinate Electric Revenue Bonds remain outstanding, the City shall cause the Fiscal Agent to keep or cause to be kept at its designated office sufficient books (referred to herein as the “bond register”) for the registration and transfer of the Subordinate Electric Revenue Bonds in accordance with this Bond Order, Fiscal Agent Agreement and Pricing Certificate.

(B) Subject to the restrictions contained herein (including in Section 2.07(C) hereof) and in the related Loan Agreement, the ownership of a Subordinate Electric Revenue Bond may be transferred in whole or in part, only upon the presentation and surrender of such Subordinate Electric Revenue Bond at the designated office of the Fiscal Agent with such endorsement or other evidence of transfer as is acceptable to the Fiscal Agent. Unless the City, at its sole option, provides its written consent to the transfer, no Subordinate 2020-1 Bond or Subordinate 2020-2 Bond may be transferred until after the respective Conversion Date. No transfer of any Subordinate Electric Revenue Bond shall be effective until entered in the bond register.

Prior to any transfer of a Subordinate Electric Revenue Bond the transferor shall provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Fiscal Agent shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

(C) The Subordinate Electric Revenue Bonds of a series may be transferred in whole or in part, (i) without limitation (subject to Section 2.07(B) hereof) to (1) an Affiliate (as defined in the related Loan Agreement) of the Bank or (2) a trust or custodial arrangement established by the Bank or an Affiliate of the Bank, each of the beneficial owners of which are “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, or “accredited investors” as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended, and subject to such other limitations as are set forth in the related Loan Agreement; or (ii) in authorized denominations of \$250,000 or integral multiples of \$25,000 in excess thereof, to another purchaser (other than an Affiliate of the Bank or a trust or custodial arrangement as described above) only if (1) written notice of such transfer, together with addresses and related information with respect to such purchaser, is delivered to the City and the Fiscal Agent by such transferor and (2) such purchaser shall have delivered to the City, the Fiscal Agent and the transferor an Investor Letter in the form attached to the related Loan Agreement as Exhibit F executed by a duly authorized officer of such purchaser; provided that each such purchaser shall constitute (and shall so represent, warrant and certify in such Investor Letter, upon which representations, warranties and certifications the Fiscal Agent may conclusively rely) and be (x) a “qualified institutional buyer” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, and (y) a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus, determined as of the date of any transfer pursuant to this Section 2.07(C), of not less than \$5,000,000,000. Each Subordinate Electric Revenue Bond shall contain a legend indicating that the transferability of such Subordinate Electric Revenue Bond is restricted as described herein.

(D) The Subordinate Electric Revenue Bonds shall be exchangeable upon the presentation and surrender thereof at the designated office of the Fiscal Agent for Subordinate Electric Revenue Bonds of the same series, maturity and interest rate and in authorized denominations of \$250,000 or integral multiples of \$25,000 in excess thereof, and in an aggregate principal amount equal to the unpaid principal amount of the Subordinate Electric Revenue Bond presented for exchange. The Fiscal Agent is hereby authorized to authenticate and deliver a Subordinate Electric Revenue Bond exchanged for another Subordinate Electric Revenue Bond in accordance with this Section 2.07(D).

(E) The City and the Fiscal Agent and any other person may treat the Bank or such Owner in whose name any Subordinate Electric Revenue Bonds are hereafter registered in accordance with the terms hereof as the absolute owner of such Subordinate Electric Revenue Bonds for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Bonds are registered on the record date), and for all other purposes, whether or not such Bonds are overdue, and neither the City nor the Fiscal Agent shall be bound by any notice or knowledge to the contrary.

All payments made to the Bank or other person deemed to be the Owner of any Subordinate Electric Revenue Bonds in accordance with this Section 2.07 shall be valid and

effectual and shall discharge the liability of the City and the Fiscal Agent upon such Subordinate Electric Revenue Bonds to the extent of the sums paid.

(F) Any portion of the Subordinate Electric Revenue Bonds paid or redeemed before scheduled maturity in accordance with this Bond Order, Fiscal Agent Agreement and Pricing Certificate, and a Subordinate Electric Revenue Bond in lieu of which an exchanged Subordinate Electric Revenue Bond or a replacement Subordinate Electric Revenue Bond is authenticated and delivered in accordance with this Bond Order, Fiscal Agent Agreement and Pricing Certificate, shall be surrendered to the Fiscal Agent and cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement.

ARTICLE III

AVAILABLE ELECTRIC REVENUES; FUNDS AND ACCOUNTS; APPLICATION OF PROCEEDS

Section 3.01. Available Electric Revenues; Available Electric Revenues Fund.

(A) The Subordinate Electric Revenue Bonds of each series are special, limited obligations of the City and are payable as to both principal and interest, and any premium upon redemption thereof, exclusively from the Available Electric Revenues pledged therefor hereunder and under the related Loan Agreement. The Available Electric Revenues are hereby pledged to secure the payment of the principal of and redemption premium, if any, and interest on the Subordinate Electric Revenue Bonds and all obligations of the City payable from such Available Electric Revenues on parity therewith, subject to the provisions hereof and of the related Loan Agreement permitting the application of the Available Electric Revenues for the purposes and on the terms and conditions set forth herein and therein. Said pledge shall be valid and binding from and after delivery of the Subordinate Electric Revenue Bonds or parity obligations, without any physical delivery thereof or further act. The pledge of and lien on Available Electric Revenues granted hereunder and under each of the 2020-1 Loan Agreement for the Subordinate 2020-1 Bonds, the 2020-2 Loan Agreement for the Subordinate 2020-2 Bonds, and the 2020-3 Loan Agreement for the Subordinate 2020-3 Bonds, shall be *pari passu* with one another and with all other obligations of the City secured by the Available Electric Revenues on parity therewith without priority or distinction of any one over the other. The general fund of the City is not liable, and the credit or taxing power of the City is not pledged, for the payment of the Subordinate 2020-1 Bonds, Subordinate 2020-2 Bonds or Subordinate 2020-3 Bonds or the repayment obligations of the City under the respective 2020-1 Loan Agreement, 2020-2 Loan Agreement or 2020-3 Loan Agreement evidenced thereby, and the City shall not be required to advance money from any source other than the Available Electric Revenues.

Out of Available Electric Revenues there shall be applied as hereinafter set forth all sums required for the payment of the principal of (including any premium due thereon) and interest on the Subordinate Electric Revenue Bonds and all other obligations of the City secured by the Available Electric Revenues on parity therewith. All remaining Available Electric Revenues, after making the foregoing allocation, shall be available to the City for all lawful City purposes.

(B) In order to carry out and effectuate the obligations of the City contained herein and in the related Loan Agreement to pay the Subordinate Electric Revenue Bonds of each series, as long as any Subordinate Electric Revenue Bonds are outstanding, the City agrees and covenants that in each fiscal period all Available Electric Revenues (representing amounts remaining in the Net Revenue Fund established under the Senior Electric Revenue Bond Indenture after satisfying the requirements of Section 4.02 of the Senior Electric Bond Indenture) shall be deposited when and as received in a special fund, separate and apart from other moneys of the City designated the “City of Santa Clara Electric Utility Available Electric Revenues Fund” (the “Available Electric Revenues Fund”). Moneys held in the Available Electric Revenues Fund shall be disbursed, allocated and applied solely for the uses and purposes hereinafter set forth in this Section 3.01.

(C) So long as any Subordinate Electric Revenue Bonds are outstanding, the City shall transfer to the Fiscal Agent from moneys on deposit in the Available Electric Revenues Fund on or before the Business Day prior to each payment date for the Subordinate Electric Revenue Bonds, and the Fiscal Agent shall set aside in the Subordinate Electric Debt Service Fund established in Section 3.02 hereof, an amount equal to the principal of (including any premium due thereon) and interest on the Subordinate Electric Revenue Bonds coming due on the immediately succeeding payment date therefor (less any amounts which are on deposit in the Subordinate Electric Debt Service Fund and available for such payments); provided that on parity with such transfers the City may set aside or transfer amounts with respect to any other obligations of the City secured by the Available Electric Revenues on parity with the Subordinate Electric Revenue Bonds (which transfers shall be proportionate in the event amounts on deposit in the Available Electric Revenues Fund are insufficient to provide for all deposits or transfers required as of any date to be made with respect to the Subordinate Electric Revenue Bonds and such other parity obligations of the City).

(D) Any Available Electric Revenues remaining in the Available Electric Revenues Fund in any fiscal period after satisfying the foregoing requirements of paragraph (C) of this Section 3.01 shall be held free and clear by the City and it may use and apply such Available Electric Revenues for any lawful purpose of the City.

Section 3.02. Establishment and Application of Debt Service Fund. The Fiscal Agent shall establish, maintain and hold in trust a separate fund designated as the “City of Santa Clara Subordinate Electric Bonds Debt Service Fund” (herein referred to as the “Debt Service Fund”). The Fiscal Agent shall deposit to the Debt Service Fund the amounts transferred from the City as specified in Section 3.01 hereof. All amounts in the Debt Service Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of paying the principal of (including any premium due thereon) and interest on the Subordinate Electric Revenue Bonds as herein provided. The Fiscal Agent is hereby instructed to and shall pay out of the Debt Service Fund, without preference or priority of one transfer over the others (i) on or before each January 1 and July 1 the amount required for the interest payable on the Subordinate Electric Revenue Bonds on such date, (ii) on or before each principal installment due date, the amount required for the principal installment payable on the Subordinate Electric Revenue Bonds on such due date in accordance with this Bond Order, Fiscal Agent Agreement and Pricing Certificate and the related Loan Agreement for such Subordinate Electric Revenue Bonds, and (iii) on or before any redemption date for any Subordinate Electric Revenue Bonds, the amount required for the

payment of principal of and premium, if applicable, and interest on the Subordinate Electric Revenue Bonds then to be redeemed. All amounts held at any time in the Debt Service Fund shall be held until applied on a parity basis for the ratable security and payment of the Subordinate 2020-1 Bonds, Subordinate 2020-2 Bonds and Subordinate 2020-3 Bonds.

Section 3.03. Application of Proceeds of Subordinate Electric Revenue Bonds and Other Amounts.

(A) The proceeds of the Loan made under the 2020-1 Loan Agreement and evidenced by the Subordinate 2020-1 Bonds in the amount of \$_____, together with [\$_____ transferred as a contribution from the City and] \$_____ transferred from the Series 2011 A Bond Reserve Fund relating to the Senior 2011 A Bonds being refunded by the Subordinate 2020-1 Bonds, or a total of \$_____, shall be received by or on behalf of the City and transferred and set aside as follows:

(i) \$_____ shall be received by The Bank of New York Mellon Trust Company, N.A., as escrow agent pursuant to the 2011 A Escrow Agreement, on behalf of the City, directly from the Bank for deposit in the escrow fund created pursuant to the 2011 A Escrow Agreement; and

(ii) The remaining \$_____ shall be received by the Fiscal Agent and deposited in the Costs of Issuance Fund, to be applied in accordance with Section 3.04 hereof.

(B) The proceeds of the Loan made under the 2020-2 Loan Agreement and evidenced by the Subordinate 2020-2 Bonds in the amount of \$_____, [together with \$_____ transferred as a contribution from the City, or a total of \$_____,] shall be received by or on behalf of the City and transferred and set aside as follows:

(i) \$_____ shall be received by The Bank of New York Mellon Trust Company, N.A., as escrow agent pursuant to the 2013 A Escrow Agreement, on behalf of the City, directly from the Bank for deposit in the escrow fund created pursuant to the 2013 A Escrow Agreement; and

(ii) The remaining \$_____ shall be received by the Fiscal Agent and deposited in the Costs of Issuance Fund, to be applied in accordance with Section 3.04 hereof.

(C) The proceeds of the Loan made under the 2020-3 Loan Agreement and evidenced by the Subordinate 2020-3 Bonds in the amount of \$_____, [together with \$_____ transferred as a contribution from the City, or a total of \$_____,] shall be received by or on behalf of the City and transferred and set aside as follows:

(i) \$_____ shall be transferred directly by the Bank on behalf of the City to Banc of America Preferred Funding Corporation to be applied to the discharge of the loan evidenced by the 2014 Subordinate Electric Revenue Bond, and upon such transfer the 2014 Subordinate Electric Revenue Bond shall be returned to the City and cancelled; and

(ii) The remaining \$_____ shall be received by the Fiscal Agent and deposited in the Costs of Issuance Fund, to be applied in accordance with Section 3.04 hereof.

Section 3.04. Establishment and Application of Costs of Issuance Fund. The Fiscal Agent shall establish, maintain and hold in trust a separate fund designated as the “City of Santa Clara Subordinate Electric Bonds Costs of Issuance Fund” (herein referred to as the “Costs of Issuance Fund”). The Fiscal Agent shall deposit to the Costs of Issuance Fund the amounts specified in Section 3.03 hereof. The moneys on deposit in the Costs of Issuance Fund shall be used and withdrawn by the Fiscal Agent to pay costs of issuing the Subordinate Electric Revenue Bonds upon receipt by the Fiscal Agent of the City’s requisitions therefor, signed by an Authorized City Officer, each of which requisitions 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 fund. Each requisition of the City shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. On December 31, 2020, any remaining balance in the Costs of Issuance Fund shall be transferred by the Fiscal Agent to the Debt Service Fund to be credited towards amounts required to be transferred by the City for deposit therein pursuant to Section 3.01(C) hereof, and shall be applied by the Fiscal Agent to the payment of interest on the Subordinate Electric Revenue Bonds in accordance with Section 3.02 hereof.

Section 3.05. Investment of Moneys in Funds and Accounts. All moneys in any of the funds and accounts held by the Fiscal Agent and established pursuant to this Bond Order, Fiscal Agent Agreement and Pricing Certificate shall be invested, as directed by the City, solely in money market funds (including funds for which the Fiscal Agent or its affiliates provide investment advisory or other management services). All investment directions of the City shall be delivered to the Fiscal Agent in writing and any such investments directed by the City shall be acquired subject to such additional limitations or requirements consistent with the foregoing as established in such investment directions. Subject to the other requirements of this Section 3.05, absent directions from the City as to the investment of funds, the Fiscal Agent shall hold such funds uninvested.

ARTICLE IV

TAX COVENANTS

Section 4.01. Applicability. The covenants set forth in Section 4.02 hereof shall be effective with respect to the Subordinate 2020-3 Bonds as of the Issuance Date. The covenants set forth in Section 4.02 hereof shall become effective (with such changes as are necessary in the opinion of Bond Counsel to allow them to issue the opinion referenced in Section 2.2(b) of the related Loan Agreement which changes shall be incorporated herein as part of Section 4.02 for all purposes) (i) with respect to the Subordinate 2020-1 Bonds as of the Conversion Date for such Subordinate 2020-1 Bonds in the event that the City and the Bank enter into the Tax-Exempt Bonds Conversion Agreement with respect thereto; and (ii) with respect to the Subordinate 2020-2 Bonds as of the Conversion Date for such Subordinate 2020-2 Bonds in the event that the City and the Bank enter into the Tax-Exempt Bonds Conversion Agreement with respect thereto. It is intended that upon conversion to a Tax-Exempt Rate, the Subordinate

2020-1 Bonds or Subordinate 2020-2 Bonds, as applicable, shall be treated as reissued, solely for federal tax purposes, as tax-exempt bonds.

Section 4.02. Tax Covenants.

(A) The City hereby covenants with respect to each series of Subordinate Electric Revenue Bonds that it shall 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 interest on such series of Subordinate Electric Revenue Bonds under Section 103 of the Code. The City shall not, with respect to any series of the Subordinate Electric Revenue Bonds, directly or indirectly, use or permit the use of proceeds of such Subordinate Electric Revenue Bonds or any of the property financed or refinanced with proceeds of the Subordinate Electric Revenue Bonds, or any portion thereof, by any person other than a governmental unit (as such term is used in Section 141 of the Code), in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of interest on the Subordinate Electric Revenue Bonds.

(B) The City shall not take any action, or fail to take any action, with respect to any series of the Subordinate Electric Revenue Bonds, if any such action or failure to take action would cause the Subordinate Electric Revenue Bonds to be “private activity bonds” within the meaning of Section 141 of the Code, and in furtherance thereof, shall not make any use of the proceeds of the Subordinate Electric Revenue Bonds or any of the property financed or refinanced with proceeds of the Subordinate Electric Revenue Bonds, or any portion thereof, or any other funds of the City, that would cause the Subordinate Electric Revenue Bonds to be “private activity bonds” within the meaning of Section 141 of the Code. To that end, so long as any Subordinate Electric Revenue Bonds are outstanding, the City, with respect to such proceeds and property and such other funds, will comply with applicable requirements of the Code and all regulations of the United States Department of the Treasury issued thereunder, to the extent such requirements are, at the time, applicable and in effect. The City shall establish reasonable procedures necessary to ensure continued compliance with Section 141 of the Code and the continued qualification of the Subordinate Electric Revenue Bonds as “governmental bonds.”

(C) The City shall not, directly or indirectly, use or permit the use of any proceeds of any Subordinate Electric Revenue Bonds, or of any property financed or refinanced thereby, or other funds of the City, or take or omit to take any action, that would cause the Subordinate Electric Revenue Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code. To that end, the City shall comply with all requirements of Section 148 of the Code and all regulations of the United States Department of the Treasury issued thereunder to the extent such requirements are, at the time, in effect and applicable to the Subordinate Electric Revenue Bonds.

(D) The City shall not make any use of the proceeds of the Subordinate Electric Revenue Bonds or any other funds of the City, or take or omit to take any other action, that would cause the Subordinate Electric Revenue Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(E) In furtherance of the foregoing tax covenants, the City covenants, with respect to each series of the Subordinate Electric Revenue Bonds, that it will comply with the provisions of

any applicable Tax Certificate with respect to such Subordinate Electric Revenue Bonds, which is incorporated herein as if fully set forth herein. These covenants shall survive payment in full or defeasance of the Subordinate Electric Revenue Bonds.

ARTICLE V

FISCAL AGENT

Section 5.01. Appointment; Duties of Fiscal Agent.

(A) The City hereby appoints The Bank of New York Mellon Trust Company, N.A. to serve as Fiscal Agent for the Subordinate Electric Revenue Bonds. The Fiscal Agent shall be responsible for paying on behalf of the City to the Owner of the Subordinate 2020-1 Bonds, Subordinate 2020-2 Bonds and Subordinate 2020-3 Bonds from the funds provided by the City therefor pursuant to Section 3.02 hereof the principal of (including any premium due thereon) and interest on the Subordinate Electric Revenue Bonds as the same become due and payable in accordance with this Bond Order, Fiscal Agent Agreement and Pricing Certificate and the related Loan Agreement for the respective Subordinate 2020-1 Bonds, Subordinate 2020-2 Bonds and Subordinate 2020-3 Bonds. The Fiscal Agent shall keep and maintain for and on behalf of the City the bond register as record of the ownership of the Subordinate Electric Revenue Bonds and provide for the registration of transfer and exchange of Subordinate Electric Revenue Bonds presented to it for such purposes, shall authenticate the Subordinate Electric Revenue Bonds, and shall provide for their cancellation, and shall perform all other duties assigned to or imposed on it as provided in this Bond Order, Fiscal Agent Agreement and Pricing Certificate, all in accordance with and as provided herein. The Fiscal Agent shall keep accurate records of all funds administered by it and all Subordinate Electric Revenue Bonds paid and discharged by it in whole or in part. Subject to Section 5.03 hereof, so long as any Subordinate Electric Revenue Bonds are outstanding and unpaid, the Fiscal Agent or any successor thereof designated by the City (which may be the Director of Finance of the City) shall continue to be the Fiscal Agent for all of said purposes until the designation of a successor as Fiscal Agent.

(B) By executing and delivering this Bond Order, Fiscal Agent Agreement and Pricing Certificate, The Bank of New York Mellon Trust Company, N.A. hereby accepts its appointment as Fiscal Agent and agrees to perform the duties and responsibilities of Fiscal Agent hereunder with respect to the Subordinate Electric Revenue Bonds.

Section 5.02. Fiscal Agent to Act as Set Forth Herein. The Fiscal Agent has the power to receive, to hold and to disburse moneys in accordance with the terms hereof. The Fiscal Agent has no power to vary, alter or substitute the corpus of any trust created pursuant to this Bond Order, Fiscal Agent Agreement and Pricing Certificate at any time, except as specifically authorized herein.

Section 5.03. Resignation; Removal. The Fiscal Agent may at any time resign and be discharged of the duties and obligations under this Bond Order, Fiscal Agent Agreement and Pricing Certificate by giving at least 60 days' notice to each Owner of the Subordinate Electric Revenue Bonds and to the City. Upon receiving such notice of resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. If the City does not

appoint a successor by 60 days from the date of resignation, the Fiscal Agent may at the expense of the City petition any court of competent jurisdiction for the appointment of a successor Fiscal Agent, which court may thereupon, after such notice, if any, as it may deem proper and as may be required by law, appoint a successor Fiscal Agent. The City may remove the Fiscal Agent at any time with or without cause and terminate the duties and obligations of the Fiscal Agent hereunder at any time by written notice filed with the Owners and the Fiscal Agent, and thereupon shall appoint a successor Fiscal Agent by an instrument in writing. Upon the effective date of resignation or removal of the Fiscal Agent, the Fiscal Agent shall deliver any Subordinate Electric Revenue Bonds and moneys that it holds in such capacity to its successor.

Section 5.04. Protection and Rights of the Fiscal Agent.

(A) The Fiscal Agent shall be protected and shall incur no liability in acting upon or processing in good faith any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper governing body or person or to have been prepared and furnished pursuant to any of the provisions of this Bond Order, Fiscal Agent Agreement and Pricing Certificate, and the Fiscal Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Fiscal Agent may consult with counsel in connection with the exercise and performance of its powers and duties hereunder, who may or may not be counsel to the City, with regard to legal questions.

(B) The Fiscal Agent shall not be liable for any error in judgment made by a responsible officer of the Fiscal Agent, unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

(C) Whenever in the administration of its duties under this Bond Order, Fiscal Agent Agreement and Pricing Certificate the Fiscal Agent 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) shall be deemed to be conclusively proved and established by a certificate of the City and such certificate shall be full warranty to the Fiscal Agent for any action taken or suffered under the provisions of this Bond Order, Fiscal Agent Agreement and Pricing Certificate in good faith reliance thereon, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

(D) The Fiscal Agent may become an Owner of Subordinate Electric Revenue Bonds with the same rights it would have if it were not the Fiscal Agent; may acquire and dispose of Subordinate Electric Revenue Bonds or other evidences of indebtedness of the City and enforce its rights as Owner thereof to the same extent as if it were not the Fiscal Agent.

(E) No provision in this Bond Order, Fiscal Agent Agreement and Pricing Certificate shall require the Fiscal Agent to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder if it shall have reasonable grounds for

believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it.

(F) In accepting the appointment as Fiscal Agent hereunder, the Fiscal Agent acts solely as agent for the City and not in its individual capacity and all persons, including without limitation the Owners and the City, having any claim against the Fiscal Agent arising hereunder or from the related Loan Agreement for any series of Subordinate Electric Revenue Bonds shall look only to the funds and accounts held by the Fiscal Agent hereunder for payment except as otherwise provided herein. The Fiscal Agent does not assume any obligation or relationship of agency or trust for the Owners, except that all funds held by the Fiscal Agent for the payment of principal of, or premium, if any, or interest on the Subordinate Electric Revenue Bonds shall be held in trust for such Owners as set forth herein and in the Subordinate Electric Revenue Bonds. Under no circumstances shall the Fiscal Agent be liable in its individual capacity for the obligations evidenced by the Subordinate Electric Revenue Bonds.

(G) The recitals contained herein and in the Subordinate Electric Revenue Bonds, except the Fiscal Agent's certificates of authentication, shall be taken as the recitals of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same. The Fiscal Agent shall not be accountable for the use or application by the City or any other person of any funds which the Fiscal Agent has released under this Bond Order, Fiscal Agent Agreement and Pricing Certificate.

(H) The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Bond Order, Fiscal Agent Agreement and Pricing Certificate and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers" for purposes of this Section 5.04(H)) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Fiscal Agent and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to

the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

(I) The City covenants to pay to the Fiscal Agent from time to time, and the Fiscal Agent will 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 Fiscal Agent, and the City will pay or reimburse the Fiscal Agent upon its request for all expenses, disbursements and advances incurred or made by the Fiscal Agent in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its counsel, agents 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.

(J) The rights of the Fiscal Agent and the obligations of the City under this Section 5.04 will survive the discharge of the Subordinate Electric Revenue Bonds and the Bond Order, Fiscal Agent Agreement and Pricing Certificate and the resignation or removal of the Fiscal Agent.

Section 5.05. Indemnification. To the extent permitted by law, the City hereby agrees to indemnify and save the Fiscal Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages (including the reasonable fees and expenses of counsel) suffered by it as a result thereof, including where and to the extent such claim, suit or action arises out of the actions of any other party to this Bond Order, Fiscal Agent Agreement and Pricing Certificate, except to the extent such claims arise from the negligence, willful misconduct or bad faith of the Fiscal Agent. In the event the City is required to indemnify the Fiscal Agent as herein provided, the City shall be subrogated to the rights of the Fiscal Agent to recover such losses or damages from any other person or entity.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Effect of Headings. The headings or titles of the several articles and sections hereof, 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 Bond Order, Fiscal Agent Agreement and Pricing Certificate.

Section 6.02. Individuals Not Liable. No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of the City Council or any officer, agent or employee of the City in his or her individual capacity and neither the members of the City Council nor any officer, agent or employee of the

City shall be personally liable on the Subordinate Electric Revenue Bonds, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the City or the Fiscal Agent shall be mailed or delivered to the City or the Fiscal Agent, respectively, by mail, facsimile transmission, electronic mail, or such other readily accessible electronic means (so long as the recipient shall agree to the receipt of information by such means), at the addresses shown on the signature page hereof or such other addresses as requested in writing by either the City or the Fiscal Agent.

Section 6.04. Governing Law. The internal laws of the State (without regard to conflicts of laws principles) shall govern the construction and enforcement of this Bond Order, Fiscal Agent Agreement and Pricing Certificate.

Section 6.05. Execution in Counterparts. This Bond Order, Fiscal Agent Agreement and Pricing Certificate of the City (and such other agreements, certificates and other documents delivered in connection with the issuance and delivery of the Subordinate Electric Revenue Bonds as authorized by the Resolution) may, except as otherwise expressly provided herein, be executed using electronic signatures and delivered in electronic form (including, without limitation, facsimile and .pdf) and such execution and delivery shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Bond Order, Fiscal Agent Agreement and Pricing Certificate may be executed by the City and the Fiscal Agent in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts together shall constitute one and the same instrument. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the parties hereto (and by the Bank pursuant to Section 3.1(b) of each of the 2020-1 Loan Agreement, 2020-2 Loan Agreement and 2020-3 Loan Agreement) of a manually signed paper communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed communication converted into another format, for transmission, delivery and/or retention.

Section 6.06. Proceedings Constitute Contract. This Bond Order, Fiscal Agent Agreement and Pricing Certificate shall constitute a contract with the Owners from time to time, be binding on the City and the Fiscal Agent, and shall not be amended or repealed by the City so long as the Subordinate Electric Revenue Bonds remain Outstanding except as permitted in this Section 6.05. The City may, without the consent of or notice to any Owners, from time to time and at any time, amend this Bond Order, Fiscal Agent Agreement and Pricing Certificate in any manner not detrimental to the interests, security, rights or remedies of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein or herein. In addition, the City may, with the prior written consent of Owners, amend, add to, or rescind any of the provisions of this Bond Order, Fiscal Agent Agreement and Pricing Certificate. Notwithstanding the foregoing, any provision of this Bond Order, Fiscal Agent Agreement and Pricing Certificate relating to or affecting the duties and obligations of the Fiscal Agent hereunder may only be amended by an agreement in writing signed by both the City and the Fiscal Agent.

IN WITNESS WHEREOF, this Bond Order, Fiscal Agent Agreement and Pricing Certificate has been executed by the officer duly authorized therefor as of the day and year set forth below.

Executed this ___ day of _____, 2020.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Facsimile: (408) 241-6771

ATTEST:

NORA PIMENTEL, MMC
Assistant City Clerk

BY ITS EXECUTION BELOW, The Bank of New York Mellon Trust Company, N.A. accepts its appointment as Fiscal Agent for the Subordinate Electric Revenue Bonds, agrees to the provisions of this Bond Order, Fiscal Agent Agreement and Pricing Certificate, and agrees that it will perform the duties and functions of Fiscal Agent prescribed thereby.

Executed this ____ day of _____, 2020.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Fiscal Agent

Authorized Officer
400 S. Hope Street, Suite 500
Telephone: (213) 630-6237
E-Mail: gonzalo.urey@bnymellon.com

EXHIBIT I
(FORMS OF SUBORDINATE ELECTRIC REVENUE BONDS)

[Forms Follow]

[FORM OF SUBORDINATE 2020-1 BOND]

No. R-__

\$_____

THE TRANSFER OF THIS BOND IS RESTRICTED
AS SET FORTH IN THE HEREIN REFERENCED
BOND ORDER OF THE CITY

CITY OF SANTA CLARA, CALIFORNIA
SUBORDINATED ELECTRIC REVENUE REFUNDING BOND,
SERIES 2020-1

<u>Principal Amount</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
\$_____	_____, 2020	July 1, 20__	As Described Below

The CITY OF SANTA CLARA, a municipal corporation and chartered city duly organized and existing under the Constitution and the laws of the State of California (the “City”), for value received, hereby promises to pay (but only out of the Available Electric Revenues hereinafter referred to) to BANK OF AMERICA, N.A (the “Bank”) or registered assigns, the sum of _____ DOLLARS (representing the principal amount of the Loan made by the Bank to the City under that certain Loan Agreement (2020-1), dated as of April 1, 2020 (the “2020-1 Loan Agreement”), between the City and the Bank), payable in the annual installments specified below on July 1 of each calendar year, commencing July 1, 20__ through and including the Maturity Date specified above (subject to any right of prior prepayment or redemption as provided in the 2020-1 Loan Agreement and the hereinafter mentioned Bond Order), together with interest thereon from the later of the Dated Date specified above or the most recent interest payment date to which interest has been paid or provided for until the principal hereof shall have been paid or provided for, at the per annum rate of interest (not to exceed the Maximum Rate) specified below, calculated (except upon the occurrence of an Event of Default under the 2020-1 Loan Agreement) on the basis of a 360-day year of 30-day months, such interest to be paid semiannually on January 1 and July 1 in each year, commencing July 1, 2020.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Bond Order, Fiscal Agent Agreement and Pricing Certificate of the City, dated _____, 2020 (the “Bond Order”) made and executed by the City pursuant to Resolution No. ___ adopted by the City Council of the City on _____, 2020 (the “Resolution”).

The principal hereof (and any premium due hereon, if any) are payable to the person in whose name this is registered on the due date therefor (whether at maturity date or on the prior redemption thereof) upon presentation and surrender of such at the designated office of The Bank of New York Mellon Trust Company, N.A., as fiscal agent (or any successor fiscal agent appointed pursuant to the Bond Order, the “Fiscal Agent”); provided, however, that for so long

as this Bond is held by the Bank or another single registered owner, principal installments made prior to final maturity will be noted by the Fiscal Agent in their official records but will not require the presentation and surrender of this Bond.

Unless previously paid or redeemed, the principal amount of this Bond as specified above is payable in installments in the following years and in the following amounts (subject to adjustment in the event of a prepayment and redemption in part of this Bond):

Principal Payment Date (July 1)	Principal Installment Amount
---------------------------------------	------------------------------------

Interest on this Bond is payable by check mailed by the Fiscal Agent by first-class mail on each interest payment date therefor to the registered owner thereof as of the close of business on the fifteenth (15th) day of the calendar month immediately preceding such interest payment date, or by such other customary banking arrangements acceptable to the Fiscal Agent, requested by, and at the risk and expense of, the person to whom interest is to be paid.

This Bond shall bear interest during the Initial Taxable Rate Period at the Initial Taxable Rate. The Initial Taxable Rate is ___ % per annum.

From and after the Conversion Date, if any, for this Bond, this Bond will bear interest during the Tax-Exempt Rate Period at the Tax-Exempt Rate of ___% per annum.

In the event that the Bank shall fail to execute the Tax-Exempt Bonds Conversion Agreement by [July 1, 2021], this Bond shall bear interest during the Non-Conversion Taxable Rate Period at the Non-Conversion Taxable Rate of ___% per annum.

Following the Conversion Date, if any, for this Bond and only in the event of a Determination of Taxability during the Tax-Exempt Rate Period, this Bond shall bear interest at a Taxable Rate equal to ___% per annum.

Any change in the interest rate on this Bond from the Initial Taxable Rate to the Tax-Exempt Rate, the Non-Conversion Taxable Rate or the Taxable Rate as described above will be specified in the Interest Rate Addendum to be attached hereto as provided in the Bond Order.

Only upon the occurrence and during the continuance of an Event of Default under the 2020-1 Loan Agreement, this Bond shall bear interest at the Default Rate. The Default Rate is equal to 12% per annum.

The interest rate on this Bond shall never exceed the Maximum Rate of 12% or such lesser maximum non-usurious rate of interest permitted by applicable law.

This Bond is subject to redemption in whole or in part on any date, upon five Business Days' prior notice, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date of redemption plus a premium equal to the Prepayment Fee payable under the 2020-1 Loan Agreement, if any.

The principal of, premium, if any, and interest on this Bond is payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds (initially issued as one bond) and designated "City of Santa Clara, California Subordinated Electric Revenue Refunding Bonds, Series 2020-1" (the "Bonds") issued and delivered in the aggregate principal amount of \$_____ pursuant to the Bond Order and evidencing the indebtedness of the City for the borrowing made by the City under the 2020-1 Loan Agreement for the purpose of refunding certain outstanding obligations of the City and paying the costs of issuing the Bonds.

This Bond and the interest hereon, together with all obligations of the City secured by Available Electric Revenues on parity herewith, are payable from, and are secured by a pledge of, and charge and lien on, the Available Electric Revenues (as more particularly defined in, and to the extent set forth in the Bond Order and the 2020-1 Loan Agreement). Concurrently with the delivery of this Bond, the City expects to issue and deliver its \$_____ Subordinated Electric Revenue Refunding Bonds, Series 2020-2 and its \$_____ Subordinated Electric Revenue Refunding Bonds, Series 2020-3 (each such series "Subordinated Electric Revenue Bonds") payable on parity from such Available Electric Revenues. This Bond (including any other Bonds of this authorized series hereafter issued in exchange herefor), the other Subordinate Electric Revenue Bonds of the City, and all other obligations of the City secured by Available Electric Revenues on parity therewith are equally secured by a pledge of, and charge and lien upon, the Available Electric Revenues without priority or distinction of any one over the other, and the Available Electric Revenues constitute a trust fund for the security and payment thereof; but nevertheless out of Available Electric Revenues certain amounts may be applied for other purposes as provided in the Bond Order and in the 2020-1 Loan Agreement.

Reference is hereby made to the Bond Order and the 2020-1 Loan Agreement for a description of the terms under which this Bond is issued, the provisions with regard to the nature and extent of the Available Electric Revenues, and the rights of the registered owner hereof.

This Bond is not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the City or any of its income or receipts, except the Available Electric Revenues as and to the extent provided in the Bond Order and the 2020-1 Loan Agreement. The general fund of the City is not liable, and the credit or taxing power of the City is not pledged, for the payment of this Bond or the interest hereon. No owner of this Bond shall ever have the right to compel any exercise of the taxing power of the City to pay this Bond or the interest hereon.

Subject to the restrictions contained in the Bond Order and in the 2020-1 Loan Agreement, the ownership of this Bond may be transferred in whole or in part (in authorized denominations of \$250,000 or integral multiples of \$25,000 in excess thereof), only upon the presentation and surrender of such Bond at the designated office of the Fiscal Agent with such endorsement or other evidence of transfer as is acceptable to the Fiscal Agent. No transfer of this Bond shall be effective until entered in the bond register. This Bond is exchangeable upon the presentation and surrender hereof at the designated office of the Fiscal Agent for another Bond of the same series, maturity and interest rate and in authorized denominations of \$250,000 or integral multiples of \$25,000 in excess thereof, and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange.

The City and the Fiscal Agent may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and neither the City nor the Fiscal Agent shall be bound by any notice or knowledge to the contrary.

The rights and obligations of the City and of the registered owners of this Bond may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Bond Order, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to such registered owner.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, do exist, have happened and have been performed in due time, form and manner, and the requirements of law affecting the issuance hereof have been duly complied with.

This Bond shall not be entitled to any benefit under the Resolution or the Bond Order, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been signed by the Fiscal Agent.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, THE CITY OF SANTA CLARA has caused this Bond to be executed in its name and on its behalf by the City Manager of the City and countersigned by the Acting City Clerk, and the seal of the City to be impressed hereon, and this Bond to be dated as of the ____th day of _____, 2020.

CITY OF SANTA CLARA

By: _____
City Manager

Attested:

By: _____
Nora Pimentel, MMC
Assistant City Clerk

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is the initial Bond of the series designated City of Santa Clara, California Subordinated Electric Revenue Refunding Bonds, Series 2020-1 described in the within mentioned Bond Order and registered on the date set forth below.

Dated: _____, 2020

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Fiscal Agent

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT]

For value received _____ hereby sell, assign and transfer unto _____ the within Bond and hereby irrevocably constitute and appoint _____ attorney, to transfer the same on the books of the City at the office of the Fiscal Agent, with full power of substitution in the premises.

NOTE: The signature to this Assignment must correspond with the name on the face of the within registered bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: _____

Signature Guaranteed by:

NOTE: Signature must be guaranteed by an eligible guarantor institution.

[FORM OF SUBORDINATE 2020-2 BOND]

No. R-__

\$_____

THE TRANSFER OF THIS BOND IS RESTRICTED
AS SET FORTH IN THE HEREIN REFERENCED
BOND ORDER OF THE CITY

CITY OF SANTA CLARA, CALIFORNIA
SUBORDINATED ELECTRIC REVENUE REFUNDING BOND,
SERIES 2020-2

<u>Principal Amount</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
\$_____	_____, 2020	July 1, 20__	As Described Below

The CITY OF SANTA CLARA, a municipal corporation and chartered city duly organized and existing under the Constitution and the laws of the State of California (the “City”), for value received, hereby promises to pay (but only out of the Available Electric Revenues hereinafter referred to) to BANK OF AMERICA, N.A (the “Bank”) or registered assigns, the sum of _____ DOLLARS (representing the principal amount of the Loan made by the Bank to the City under that certain Loan Agreement (2020-2), dated as of April 1, 2020 (the “2020-2 Loan Agreement”), between the City and the Bank), payable in the annual installments specified below on July 1 of each calendar year, commencing July 1, 20__ through and including the Maturity Date specified above (subject to any right of prior prepayment or redemption as provided in the 2020-2 Loan Agreement and the hereinafter mentioned Bond Order), together with interest thereon from the later of the Dated Date specified above or the most recent interest payment date to which interest has been paid or provided for until the principal hereof shall have been paid or provided for, at the per annum rate of interest (not to exceed the Maximum Rate) specified below, calculated (except upon the occurrence of an Event of Default under the 2020-2 Loan Agreement) on the basis of a 360-day year of 30-day months, such interest to be paid semiannually on January 1 and July 1 in each year, commencing July 1, 2020.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Bond Order, Fiscal Agent Agreement and Pricing Certificate of the City, dated _____, 2020 (the “Bond Order”) made and executed by the City pursuant to Resolution No. ___ adopted by the City Council of the City on _____, 2020 (the “Resolution”).

The principal hereof (and any premium due hereon, if any) are payable to the person in whose name this is registered on the due date therefor (whether at maturity date or on the prior redemption thereof) upon presentation and surrender of such at the designated office of The Bank of New York Mellon Trust Company, N.A., as fiscal agent (or any successor fiscal agent appointed pursuant to the Bond Order, the “Fiscal Agent”); provided, however, that for so long

as this Bond is held by the Bank or another single registered owner, principal installments made prior to final maturity will be noted by the Fiscal Agent in their official records but will not require the presentation and surrender of this Bond.

Unless previously paid or redeemed, the principal amount of this Bond as specified above is payable in installments in the following years and in the following amounts (subject to adjustment in the event of a prepayment and redemption in part of this Bond):

Principal Payment Date (July 1)	Principal Installment Amount
---------------------------------------	------------------------------------

Interest on this Bond is payable by check mailed by the Fiscal Agent by first-class mail on each interest payment date therefor to the registered owner thereof as of the close of business on the fifteenth (15th) day of the calendar month immediately preceding such interest payment date, or by such other customary banking arrangements acceptable to the Fiscal Agent, requested by, and at the risk and expense of, the person to whom interest is to be paid.

This Bond shall bear interest during the Initial Taxable Rate Period at the Initial Taxable Rate. The Initial Taxable Rate is ___ % per annum.

From and after the Conversion Date, if any, for this Bond, this Bond will bear interest during the Tax-Exempt Rate Period at the Tax-Exempt Rate of ___% per annum.

In the event that the Bank shall fail to execute the Tax-Exempt Bonds Conversion Agreement by [July 1, 2021], this Bond shall bear interest during the Non-Conversion Taxable Rate Period at the Non-Conversion Taxable Rate of ___% per annum.

Following the Conversion Date, if any, for this Bond and only in the event of a Determination of Taxability during the Tax-Exempt Rate Period, this Bond shall bear interest at a Taxable Rate equal to ___% per annum.

Any change in the interest rate on this Bond from the Initial Taxable Rate to the Tax-Exempt Rate, the Non-Conversion Taxable Rate or the Taxable Rate as described above will be specified in the Interest Rate Addendum to be attached hereto as provided in the Bond Order.

Only upon the occurrence and during the continuance of an Event of Default under the 2020-2 Loan Agreement, this Bond shall bear interest at the Default Rate. The Default Rate is equal to 12% per annum.

The interest rate on this Bond shall never exceed the Maximum Rate of 12% or such lesser maximum non-usurious rate of interest permitted by applicable law.

This Bond is subject to redemption in whole or in part on any date, upon five Business Days' prior notice, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date of redemption plus a premium equal to the Prepayment Fee payable under the 2020-2 Loan Agreement, if any.

The principal of, premium, if any, and interest on this Bond is payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds (initially issued as one bond) and designated "City of Santa Clara, California Subordinated Electric Revenue Refunding Bonds, Series 2020-2" (the "Bonds") issued and delivered in the aggregate principal amount of \$_____ pursuant to the Bond Order and evidencing the indebtedness of the City for the borrowing made by the City under the 2020-2 Loan Agreement for the purpose of refunding certain outstanding obligations of the City and paying the costs of issuing the Bonds.

This Bond and the interest hereon, together with all obligations of the City secured by Available Electric Revenues on parity herewith, are payable from, and are secured by a pledge of, and charge and lien on, the Available Electric Revenues (as more particularly defined in, and to the extent set forth in the Bond Order and the 2020-2 Loan Agreement). Concurrently with the delivery of this Bond, the City expects to issue and deliver its \$_____ Subordinated Electric Revenue Refunding Bonds, Series 2020-1 and its \$_____ Subordinated Electric Revenue Refunding Bonds, Series 2020-3 (each such series "Subordinated Electric Revenue Bonds") payable on parity from such Available Electric Revenues. This Bond (including any other Bonds of this authorized series hereafter issued in exchange herefor), the other Subordinate Electric Revenue Bonds of the City, and all other obligations of the City secured by Available Electric Revenues on parity therewith are equally secured by a pledge of, and charge and lien upon, the Available Electric Revenues without priority or distinction of any one over the other, and the Available Electric Revenues constitute a trust fund for the security and payment thereof; but nevertheless out of Available Electric Revenues certain amounts may be applied for other purposes as provided in the Bond Order and in the 2020-2 Loan Agreement.

Reference is hereby made to the Bond Order and the 2020-2 Loan Agreement for a description of the terms under which this Bond is issued, the provisions with regard to the nature and extent of the Available Electric Revenues, and the rights of the registered owner hereof.

This Bond is not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the City or any of its income or receipts, except the Available Electric Revenues as and to the extent provided in the Bond Order and the 2020-2 Loan Agreement. The general fund of the City is not liable, and the credit or taxing power of the City is not pledged, for the payment of this Bond or the interest hereon. No owner of this Bond shall ever have the right to compel any exercise of the taxing power of the City to pay this Bond or the interest hereon.

Subject to the restrictions contained in the Bond Order and in the 2020-2 Loan Agreement, the ownership of this Bond may be transferred in whole or in part (in authorized denominations of \$250,000 or integral multiples of \$25,000 in excess thereof), only upon the presentation and surrender of such Bond at the designated office of the Fiscal Agent with such endorsement or other evidence of transfer as is acceptable to the Fiscal Agent. No transfer of this Bond shall be effective until entered in the bond register. This Bond is exchangeable upon the presentation and surrender hereof at the designated office of the Fiscal Agent for another Bond of the same series, maturity and interest rate and in authorized denominations of \$250,000 or integral multiples of \$25,000 in excess thereof, and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange.

The City and the Fiscal Agent may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and neither the City nor the Fiscal Agent shall be bound by any notice or knowledge to the contrary.

The rights and obligations of the City and of the registered owners of this Bond may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Bond Order, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to such registered owner.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, do exist, have happened and have been performed in due time, form and manner, and the requirements of law affecting the issuance hereof have been duly complied with.

This Bond shall not be entitled to any benefit under the Resolution or the Bond Order, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been signed by the Fiscal Agent.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, THE CITY OF SANTA CLARA has caused this Bond to be executed in its name and on its behalf by the City Manager of the City and countersigned by the Acting City Clerk, and the seal of the City to be impressed hereon, and this Bond to be dated as of the ____th day of _____, 2020.

CITY OF SANTA CLARA

By: _____
City Manager

Attested:

By: _____
Nora Pimentel, MMC
Assistant City Clerk

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is the initial Bond of the series designated City of Santa Clara, California Subordinated Electric Revenue Refunding Bonds, Series 2020-2 described in the within mentioned Bond Order and registered on the date set forth below.

Dated: _____, 2020

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Fiscal Agent

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT]

For value received _____ hereby sell, assign and transfer unto _____ the within Bond and hereby irrevocably constitute and appoint _____ attorney, to transfer the same on the books of the City at the office of the Fiscal Agent, with full power of substitution in the premises.

NOTE: The signature to this Assignment must correspond with the name on the face of the within registered bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: _____

Signature Guaranteed by:

NOTE: Signature must be guaranteed by an eligible guarantor institution.

FORM OF SUBORDINATE 2020-3 BOND]

No. R-__

\$_____

THE TRANSFER OF THIS BOND IS RESTRICTED
AS SET FORTH IN THE HEREIN REFERENCED
BOND ORDER OF THE CITY

CITY OF SANTA CLARA, CALIFORNIA
SUBORDINATED ELECTRIC REVENUE REFUNDING BOND,
SERIES 2020-3

<u>Principal Amount</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
\$_____	_____, 2020	July 1, 20__	____% per annum except as described below

The CITY OF SANTA CLARA, a municipal corporation and chartered city duly organized and existing under the Constitution and the laws of the State of California (the “City”), for value received, hereby promises to pay (but only out of the Available Electric Revenues hereinafter referred to) to BANK OF AMERICA, N.A (the “Bank”) or registered assigns, the sum of _____ DOLLARS (representing the principal amount of the Loan made by the Bank to the City under that certain Loan Agreement (2020-3), dated as of April 1, 2020 (the “2020-3 Loan Agreement”), between the City and the Bank), payable in the annual installments specified below on July 1 of each calendar year, commencing July 1, 20__ through and including the Maturity Date specified above (subject to any right of prior prepayment or redemption as provided in the 2020-3 Loan Agreement and the hereinafter mentioned Bond Order), together with interest thereon from the later of the Dated Date specified above or the most recent interest payment date to which interest has been paid or provided for until the principal hereof shall have been paid or provided for, at the per annum rate of interest (not to exceed the Maximum Rate) specified below, calculated (except upon the occurrence of an Event of Default under the 2020-3 Loan Agreement) on the basis of a 360-day year of 30-day months, such interest to be paid semiannually on January 1 and July 1 in each year, commencing July 1, 2020.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Bond Order, Fiscal Agent Agreement and Pricing Certificate of the City, dated _____, 2020 (the “Bond Order”) made and executed by the City pursuant to Resolution No. ____ adopted by the City Council of the City on _____, 2020 (the “Resolution”).

The principal hereof (and any premium due hereon, if any) are payable to the person in whose name this is registered on the due date therefor (whether at maturity date or on the prior redemption thereof) upon presentation and surrender of such at the designated office of The

Bank of New York Mellon Trust Company, N.A., as fiscal agent (or any successor fiscal agent appointed pursuant to the Bond Order, the “Fiscal Agent”); provided, however, that for so long as this Bond is held by the Bank or another single registered owner, principal installments made prior to final maturity will be noted by the Fiscal Agent in their official records but will not require the presentation and surrender of this Bond.

Unless previously paid or redeemed, the principal amount of this Bond as specified above is payable in installments in the following years and in the following amounts (subject to adjustment in the event of a prepayment and redemption in part of this Bond):

Principal Payment Date (July 1)	Principal Installment Amount
---------------------------------------	------------------------------------

Interest on this Bond is payable by check mailed by the Fiscal Agent by first-class mail on each interest payment date therefor to the registered owner thereof as of the close of business on the fifteenth (15th) day of the calendar month immediately preceding such interest payment date, or by such other customary banking arrangements acceptable to the Fiscal Agent, requested by, and at the risk and expense of, the person to whom interest is to be paid.

This Bond shall bear interest at the Tax-Exempt Rate of ___% per annum.

Only in the event of a Determination of Taxability, this Bond shall bear interest at a Taxable Rate equal to ___% per annum.

Any change in the interest rate on this Bond from the Tax-Exempt Rate to a Taxable Rate as described above will be specified in the Interest Rate Addendum to be attached hereto as provided in the Bond Order.

Only upon the occurrence and during the continuance of an Event of Default under the 2020-3 Loan Agreement, this Bond shall bear interest at the Default Rate. The Default Rate is equal to 12% per annum.

The interest rate on this Bond shall never exceed the Maximum Rate of 12% or such lesser maximum non-usurious rate of interest permitted by applicable law.

This Bond is subject to redemption in whole or in part on any date, upon five Business Days’ prior notice, at a redemption price equal to the principal amount thereof to be redeemed

plus accrued interest thereon to the date of redemption plus a premium equal to the Prepayment Fee payable under the 2020-3 Loan Agreement, if any.

The principal of, premium, if any, and interest on this Bond is payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds (initially issued as one bond) and designated "City of Santa Clara, California Subordinated Electric Revenue Refunding Bonds, Series 2020-3" (the "Bonds") issued and delivered in the aggregate principal amount of \$_____ pursuant to the Bond Order and evidencing the indebtedness of the City for the borrowing made by the City under the 2020-3 Loan Agreement for the purpose of refunding certain outstanding obligations of the City and paying the costs of issuing the Bonds.

This Bond and the interest hereon, together with all obligations of the City secured by Available Electric Revenues on parity herewith, are payable from, and are secured by a pledge of, and charge and lien on, the Available Electric Revenues (as more particularly defined in, and to the extent set forth in the Bond Order and the 2020-3 Loan Agreement). Concurrently with the delivery of this Bond, the City expects to issue and deliver its \$_____ Subordinated Electric Revenue Refunding Bonds, Series 2020-1 and its \$_____ Subordinated Electric Revenue Refunding Bonds, Series 2020-2 (each such series "Subordinated Electric Revenue Bonds") payable on parity from such Available Electric Revenues. This Bond (including any other Bonds of this authorized series hereafter issued in exchange herefor), the other Subordinate Electric Revenue Bonds of the City, and all other obligations of the City secured by Available Electric Revenues on parity therewith are equally secured by a pledge of, and charge and lien upon, the Available Electric Revenues without priority or distinction of any one over the other, and the Available Electric Revenues constitute a trust fund for the security and payment thereof; but nevertheless out of Available Electric Revenues certain amounts may be applied for other purposes as provided in the Bond Order and in the 2020-3 Loan Agreement.

Reference is hereby made to the Bond Order and the 2020-3 Loan Agreement for a description of the terms under which this Bond is issued, the provisions with regard to the nature and extent of the Available Electric Revenues, and the rights of the registered owner hereof.

This Bond is not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the City or any of its income or receipts, except the Available Electric Revenues as and to the extent provided in the Bond Order and the 2020-3 Loan Agreement. The general fund of the City is not liable, and the credit or taxing power of the City is not pledged, for the payment of this Bond or the interest hereon. No owner of this Bond shall ever have the right to compel any exercise of the taxing power of the City to pay this Bond or the interest hereon.

Subject to the restrictions contained in the Bond Order and in the 2020-3 Loan Agreement, the ownership of this Bond may be transferred in whole or in part (in authorized denominations of \$250,000 or integral multiples of \$25,000 in excess thereof), only upon the presentation and surrender of such Bond at the designated office of the Fiscal Agent with such endorsement or other evidence of transfer as is acceptable to the Fiscal Agent. No transfer of this Bond shall be effective until entered in the bond register. This Bond is exchangeable upon the

presentation and surrender hereof at the designated office of the Fiscal Agent for another Bond of the same series, maturity and interest rate and in authorized denominations of \$250,000 or integral multiples of \$25,000 in excess thereof, and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange.

The City and the Fiscal Agent may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and neither the City nor the Fiscal Agent shall be bound by any notice or knowledge to the contrary.

The rights and obligations of the City and of the registered owners of this Bond may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Bond Order, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to such registered owner.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, do exist, have happened and have been performed in due time, form and manner, and the requirements of law affecting the issuance hereof have been duly complied with.

This Bond shall not be entitled to any benefit under the Resolution or the Bond Order, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been signed by the Fiscal Agent.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, THE CITY OF SANTA CLARA has caused this Bond to be executed in its name and on its behalf by the City Manager of the City and countersigned by the Acting City Clerk, and the seal of the City to be impressed hereon, and this Bond to be dated as of the ____th day of _____, 2020.

CITY OF SANTA CLARA

By: _____
City Manager

Attested:

By: _____
Nora Pimentel, MMC
Assistant City Clerk

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is the initial Bond of the series designated City of Santa Clara, California Subordinated Electric Revenue Refunding Bonds, Series 2020-3 described in the within mentioned Bond Order and registered on the date set forth below.

Dated: _____, 2020

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Fiscal Agent

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT]

For value received _____ hereby sell, assign and transfer unto _____ the within Bond and hereby irrevocably constitute and appoint _____ attorney, to transfer the same on the books of the City at the office of the Fiscal Agent, with full power of substitution in the premises.

NOTE: The signature to this Assignment must correspond with the name on the face of the within registered bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: _____

Signature Guaranteed by:

NOTE: Signature must be guaranteed by an eligible guarantor institution.