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**FIRST SUPPLEMENT TO
AMENDED AND RESTATED ISSUING AND PAYING AGENT AGREEMENT**

by and between

HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES

and

**U.S. BANK NATIONAL ASSOCIATION,
as Issuing and Paying Agent**

Dated as of [_____], 2015

**FIRST SUPPLEMENT TO
AMENDED AND RESTATED ISSUING PAYING AGENT AGREEMENT**

THIS FIRST SUPPLEMENT TO AMENDED AND RESTATED ISSUING PAYING AGENT AGREEMENT, dated as of [_____], 2015 (this “**First Supplement**”), is made by and between the **HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES**, a department of the City of Los Angeles (the “**Department**”), and **U.S. BANK TRUST NATIONAL ASSOCIATION**, a national banking association organized and existing under and by virtue of the laws of the United States of America, as Issuing and Paying Agent (the “**Issuing and Paying Agent**”).

WITNESSETH:

WHEREAS, the Department and the Issuing and Paying Agent entered into that certain Amended and Restated Issuing and Paying Agent Agreement, dated as of July 1, 2012 (the “**Original Agreement**”), in connection with the issuance, from time to time, of the Department’s Commercial Paper Notes, Series A (Exempt Facility AMT), Series B (Exempt Facility Non-AMT), Series C (Governmental Non-AMT), and Series D (Taxable) (the “**Commercial Paper Notes**”); and

WHEREAS, to provide liquidity support for the Commercial Paper Notes issued from time to time, the Department entered into (a) a Line of Credit Agreement, dated as of July 1, 2012 (the “**Mizuho Credit Agreement**”), among the Department, the Issuing and Paying Agent and Mizuho Bank, Ltd., acting through its New York Branch, as successor by merger to Mizuho Corporate Bank, Ltd., acting through its New York Branch (“**Mizuho**”), and (b) a Line of Credit Agreement, dated as of July 1, 2012 (the “**Wells Fargo Credit Agreement**”), among the Department, the Issuing and Paying Agent and Wells Fargo Bank, National Association (“**Wells Fargo**”); and

WHEREAS, the Mizuho Credit Agreement and the Wells Fargo Credit Agreement expire pursuant to their respective provisions on July 23, 2015; and

WHEREAS, on the expiration date of the Mizuho Credit Agreement and the Wells Fargo Credit Agreement, the Department has determined that it is in its best interest to extend the expiration date of and increase the commitment amount of the Mizuho Credit Agreement (the “**Mizuho Extension**”); and

WHEREAS, in connection with the Mizuho Extension, the Department and the Issuing and Paying Agent have determined that it is necessary to make certain amendments to the Original Agreement; and

WHEREAS, Section 8.01 of the Original Agreement permits amendments to the Original Agreement, without notice to or the consent of the Banks (as defined in the Original Agreement”) or any Noteholder (as defined in the Original Agreement); and

NOW THEREFORE, the Department and the Issuing and Paying Agent agree as follows:

Section 1. Definitions. All capitalized terms used herein, except as otherwise defined herein, shall have the meanings assigned thereto in Section 1.01 of the Original Agreement.

Section 2. Authorization. This First Supplement is supplemental to and amendatory of the Original Agreement and is entered into in accordance with the provisions of the Original Agreement. Each of the parties hereby represents and warrants that it has full legal authority and is empowered to enter into this First Supplement, and has taken all actions necessary to authorize the execution and delivery of this First Supplement.

Section 3. Amendments to Section 1.01 of the Original Agreement.

(a) The definition of “Bank” in Section 1.01 of the Original Agreement shall be amended and restated to read in its entirety as follows:

“Bank” means any provider of a Liquidity Facility in support of the Commercial Paper Notes. Initially, “Bank” means, with respect to the Mizuho Supported Notes, Mizuho Bank, Ltd., acting through its New York Branch, as successor by merger to Mizuho Corporate Bank, Ltd., acting through its New York Branch.

(b) The definition of “Credit Agreements” in Section 1.01 of the Original Agreement shall be amended and restated to read in its entirety as follows:

“Credit Agreement” or “Credit Agreements” means, either individually or collectively, each Liquidity Facility in effect from time to time. Initially, “Credit Agreement” means the Mizuho Credit Agreement.

(c) The definition of “Liquidity Facility” in Section 1.01 of the Original Agreement shall be amended and restated to read in its entirety as follows:

“Liquidity Facility” means any reimbursement agreement, credit agreement, line of credit agreement, standby purchase agreement or other agreement pursuant to which a Bank is required to pay, or to provide funds for the payment of, the principal of or interest on the Commercial Paper Notes. Initially, “Liquidity Facility” means the Mizuho Credit Agreement.

(d) The definition of “Mizuho Credit Agreement” in Section 1.01 of the Original Agreement shall be amended and restated to read in its entirety as follows:

“Mizuho Credit Agreement” means the Line of Credit Agreement, dated as of July 1, 2012, among the Department, the Issuing and Paying Agent and Mizuho Bank, Ltd., acting through its New York Branch, as successor by merger to Mizuho Corporate Bank, Ltd., acting through its New York Branch, as the same may be amended and supplemented from time to time in accordance with the terms thereof.

(e) The definition of “Mizuho Supported Notes” in Section 1.01 of the Original Agreement shall be amended and restated to read in its entirety as follows:

“Mizuho Supported Notes” means, collectively, the Commercial Paper Notes designated as Series A-1 (Exempt Facility AMT), Series B-1 (Exempt Facility Non-AMT), Series C-1 (Governmental Non-AMT), and Series D-1 (Taxable).

(f) The definition of “Parity Revenue Bond Indentures” in Section 1.01 of the Original Agreement shall be amended and restated to read in its entirety as follows:

“Parity Revenue Bond Indentures” means (a) the Indenture of Trust, dated as of July 1, 2001, by and between the Department and BNY Western Trust Company, as trustee; (b) the Indenture of Trust, dated as of October 1, 2005, by and between the Department and The Bank of New York Trust Company, N.A., as trustee; (c) the Indenture of Trust, dated as August 1, 2006, by and between the Department and U.S. Bank National Association, as trustee; (d) the Indenture of Trust, dated as July 1, 2009, by and between the Department and U.S. Bank National Association, as trustee; (e) the Indenture of Trust, dated as of July 1, 2011, by and between the Department and U.S. Bank National Association, as trustee; and (f) any other indenture of trust or any amendment or supplement to an indenture of trust, entered into by the Department and a trustee, in connection with Parity Obligations.

(g) The definition of “Principal Component” in Section 1.01 of the Original Agreement shall be amended and restated to read in its entirety as follows:

“Principal Component” means, with respect to any Liquidity Facility, the dollar amount that may be drawn on such Liquidity Facility for payment of the unpaid principal amount of Commercial Paper Notes on their stated maturity dates. The Principal Component shall be deemed to be \$200 million under the Mizuho Credit Agreement.

(h) The definition of “Resolutions” in Section 1.01 of the Original Agreement shall be amended and restated to read in its entirety as follows:

“Resolutions” means, collectively, Resolution No. 6021 adopted by the Board on August 22, 2001, Resolution No. 09-6753 adopted by the Board on June 4, 2009, Resolution Nos. 10-6946 and 10-6958 adopted by the Board on June 3, 2010, Resolution Nos. 12-7319 and 12-7320 adopted by the Board on June 7, 2012, and Resolution Nos. 15-[] and 15-[] adopted by the Board on [], 2015.

(i) The definitions of “Wells Fargo Credit Agreement” and “Wells Fargo Supported Notes” in Section 1.01 of the Original Agreement shall be deleted in their entirety.

Section 4. Amendment to Section 2.01 of the Original Agreement. Section 2.01 of the Original Agreement shall be amended and restated to read in its entirety as follows:

Section 2.01. Authorization. Commercial Paper Notes are authorized to be issued from time to time in an aggregate principal amount such that the aggregate principal

amount outstanding at any one time does not exceed the lesser of (a) \$250,000,000; and (b) the combined Principal Components under the then-effective Liquidity Facilities. The Commercial Paper Notes will be issued in eight subseries designated as Series A-1, Series A-2, Series B-1, Series B-2, Series C-1, Series C-2, Series D-1 and Series D-2. The aggregate amount of the Mizuho Supported Notes may not exceed the Principal Component of the Mizuho Credit Agreement. Bank Notes are authorized to be issued from time to time in an aggregate principal amount such that the aggregate principal amount outstanding at any one time does not exceed the amount specified in the applicable Liquidity Facility.

Section 5. Amendment to Section 3.04(b) of the Original Agreement. The second sentence of Section 3.04(b) of the Original Agreement shall be deleted in its entirety.

Section 6. Amendment to Section 8.06 of the Original Agreement. The last sentence Section 8.06 of the Original Agreement shall be amended and restated to read in its entirety as follows:

“Unless otherwise terminated, this Agreement shall have an initial term expiring on [_____], 2018; provided, however, that the Executive Director of the Department can extend the term of this Agreement on the same terms and conditions by letter agreement for successive periods of up to two years after the initial term so long as the Commercial Paper Notes are Outstanding.

Section 7. Amendment to Section 8.08 of the Original Agreement. The following sentence shall be added immediately after the first sentence of Section 8.08 of the Original Agreement:

“The fees set forth in the Fee Schedule attached hereto as Exhibit H shall remain in effect until [_____], 2018 and shall not be changed by the Issuing and Paying Agent unless consented to in writing by the Department.”

Section 8. Amendment to Exhibit H. On and after [_____], 2015, the Fee Schedule attached to this First Supplement as Exhibit A shall become effective and shall replace the Fee Schedule attached to the Original Agreement as Exhibit H.

Section 9. Effectiveness of Original Agreement. Except as otherwise provided in this First Supplement, and notwithstanding the last sentence of Section 8.06 of the Original Agreement, as such sentence read prior to the amendment set forth in Section 6 hereof, the Original Agreement shall continue in full force and effect.

Section 10. First Supplement Effective Date. This First Supplement shall become effective on and as of [_____], 2015.

Section 11. Severability. If any provision of this First Supplement shall be determined to be unenforceable, that shall not affect any other provision of this First Supplement.

Section 12. Governing Law. This First Supplement is to be governed by, and construed in accordance with the laws of the State of New York with respect to the obligations of the

Issuing and Paying Agent under this First Supplement, and in accordance with the laws of the State of California with respect to the obligations of the Department under this First Supplement.

Section 13. Headings. The headings or titles of the Sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this First Supplement.

Section 14. Execution in Counterparts. This First Supplement may be executed in several counterparts, each of which shall be an original and all of which shall constitute by one and the same agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplement to Amended and Restated Issuing and Paying Agent Agreement to be duly executed all as of the date first above written.

HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES

By _____
[_____]

Attest:

By _____
Secretary, Harbor Department of the
City of Los Angeles, California

APPROVED AS TO FORM AND LEGALITY

_____, 2015
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By _____
Heather M. McCloskey, Deputy

U.S. BANK NATIONAL ASSOCIATION, as
Issuing and Paying Agent

By _____
Authorized Officer

*[Signature page to First Supplement to Amended and
Restated Issuing and Paying Agent Agreement]*

Exhibit A

**[The attached Fee Schedule shall replace the Fee Schedule
attached to the Original Agreement as Exhibit H]**