

**\$72,630,000**  
**CITY AND COUNTY OF SAN FRANCISCO FINANCE CORPORATION**  
**LEASE REVENUE REFUNDING BONDS, SERIES 2008-[ ]**  
**(MOSCONE CENTER EXPANSION PROJECT)**

**REMARKETING AGREEMENT**

This **REMARKETING AGREEMENT**, dated as of \_\_\_\_\_ 1, 2022 (this "Remarketing Agreement"), is by and among the **CITY AND COUNTY OF SAN FRANCISCO FINANCE CORPORATION** (the "Corporation"), a nonprofit public benefit corporation organized and existing under the laws of the State of California, the **CITY AND COUNTY OF SAN FRANCISCO**, a charter city and county organized and existing under the laws of the State of California (the "**City**"), and [**REMARKETING AGENT**], as remarketing agent hereunder (the "Remarketing Agent");

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

**SECTION 1. *The Bonds, Terms, and Definitions.*** The Corporation previously issued \$72,670,000 original aggregate principal amount of its Lease Revenue Refunding Bonds, Series 2008-[ ] (Moscone Center Expansion Project) (the "Bonds") pursuant to the authority granted by the California Nonprofit Public Benefit Law, being Part 2 of Title 1 (commencing with Section 5110) of the California Corporations Code (the "Law"), and a resolution adopted by the governing board of the Corporation on July 30, 2008 (the "Resolution"). The Bonds were issued under an Indenture of Trust, dated as of September 1, 2008 (the "Indenture"), between the Corporation and Wells Fargo Bank, National Association, as trustee. The Bonds are limited obligations of the Corporation, and are secured by a pledge of revenues consisting primarily of Base Rental payments made by the City and County of San Francisco (the "City") under a Project Lease, dated as of September 1, 2008 (the "Project Lease"), by and between the Corporation, as lessor, and the City, as lessee, of certain real property consisting of an expansion to the City's Moscone Center.

Payments of the principal and purchase price of and interest on the Bonds are secured by an irrevocable direct pay letter of credit (the "Credit Facility") issued by TD Bank, N.A. (the "Credit Provider") pursuant to a Letter of Credit and Reimbursement Agreement, dated as of \_\_\_\_\_ 1, 2022 (the "Reimbursement Agreement"), by and among the City, the Corporation and the Credit Provider.

Capitalized terms used herein and not otherwise defined shall have the respective meanings given them in the Indenture or the Project Lease, as applicable. Bonds that are required to be tendered to the Trustee or the Tender Agent due to the exercise by a Bond Owner of its option to tender such Bonds for purchase with notice as provided in the Indenture or due to the mandatory purchase of such Bonds by the Trustee as provided in the Indenture are herein referred to as "Tendered Bonds."

**SECTION 2. *Appointment of Remarketing Agent.*** The Corporation hereby appoints [Remarketing Agent], and [Remarketing Agent] hereby accepts such appointment, to act as exclusive Remarketing Agent in connection with the remarketing of any Tendered Bonds in accordance with, and subject to, the terms and conditions contained in this Remarketing Agreement and the Indenture.

### SECTION 3. *Obligations of Remarketing Agent.*

(a) The Remarketing Agent agrees as follows:

(i) The Remarketing Agent agrees to use its best efforts to arrange for the remarketing of all Tendered Bonds in compliance with the provisions of the Indenture, and to use its best efforts to perform all actions provided in the Indenture to be performed by the Remarketing Agent in connection therewith, including, without limitation, Sections 4.06 and 4.07 of the Indenture, which Sections are hereby incorporated herein and made a part hereof with the same effect as if such Sections were repeated verbatim herein.

(ii) The Remarketing Agent agrees that, during any Variable Rate Period (other than a Long Rate Period), it will attempt to place the Tendered Bonds only with institutional investors and other entities or individuals that customarily purchase tax-exempt securities in large denominations.

(iii) The Remarketing Agent agrees that it will not sell or remarket any Tendered Bonds directly or indirectly to the Corporation or to the City, excepting Bank Bonds; provided, however, that the Remarketing Agent may sell Bonds to the Corporation or the City if the Corporation or the City, as applicable, (A) provide the Remarketing Agent and the Trustee with an opinion of nationally recognized bond counsel to the effect that such sale will not, in and of itself, cause the Bonds to be considered retired or cancelled for purposes of federal tax law or State of California law; and (B) the Corporation or the City, as applicable, purchase the Bonds with Available Moneys.

(iv) Notwithstanding any other provision of this Remarketing Agreement, in accordance with the Indenture, from and after the expiration date of the Credit Facility, the Remarketing Agent shall have no obligation to arrange the remarketing of or to remarket any Tendered Bonds until the Credit Facility shall have been renewed, extended or replaced in accordance with the Indenture.

(v) The Remarketing Agent agrees to determine and provide notice of, pursuant to and in accordance with the provisions of the Bonds and Section 2.03(a) of the Indenture (which is hereby incorporated herein and made a part hereof with the same effect as if such Section were repeated verbatim herein), the Variable Rate during each Variable Rate Period.

(vi) In connection with all remarketing of Tendered Bonds pursuant to this Remarketing Agreement, the Remarketing Agent shall keep books and records of all remarketing transactions made by the Remarketing Agent with respect to the Bonds, including, but not limited to the rates it has determined for the Bonds, the amount of Bonds it has remarketed hereunder and the dates of such remarketings. Such books and records shall be kept in a manner consistent with prudent industry practice. The Corporation, the City, the Trustee and the Credit Provider may examine such books and records at all reasonable times upon prior reasonable notice. The Remarketing Agent shall keep such records at least five years after it ceases to serve as Remarketing Agent hereunder.

(b) The Remarketing Agent agrees that in the event it is unable to find purchasers for:

(i) less than all of the Tendered Bonds, it will purchase such unremarketed Bonds for its own account at an interest rate to be agreed upon by the Corporation and

the Remarketing Agent; provided, that the interest rate will not exceed the interest rate that in the judgment of the Remarketing Agent would allow the Bonds to trade at par (but not to exceed the interest rate determined for any Bonds that are retained by investors or which have successfully been remarketed on or after the date the Remarketing Agent has been required to purchase Bonds for its own account) and shall in no event exceed the Maximum Interest Rate; and

(ii) for all of the Tendered Bonds, it will purchase such unremarketed Bonds for its own account at an interest rate agreed upon by the Corporation and the Remarketing Agent; provided, that the interest rate shall in no event exceed the Maximum Interest Rate. [The period for holding such purchased Bonds shall be 30 days, unless otherwise agreed to by the parties hereto. This commitment by the Remarketing Agent to hold Bonds for its own account shall not apply to Bank Bonds that the Remarketing Agent may attempt to remarket from time to time pursuant to the Indenture.]

(c) The Remarketing Agent's commitment to purchase or remarket the Bonds shall be suspended if, in the reasonable judgment of the Remarketing Agent, upon prior consultation with the Corporation, the ability of the Remarketing Agent to remarket the Bonds is materially adversely affected because:

(i) the Corporation is in payment default on the Bonds;

(ii) the short-term ratings of the Credit Provider by any two rating agencies are not in the highest rating category;

(iii) the Credit Facility shall have terminated or expired or a notice that the Credit Provider's honor drawings under the Credit Facility has terminated shall have been delivered by the Credit Provider to the City;

(iv) the event of a declaration of war or engagement in, or escalation of, military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States;

(v) the event of a declaration of a general banking moratorium by federal, New York or California authorities, or event of a general suspension of trading on any national securities exchange;

(vi) any representation or warranty of the Corporation contained or incorporated by reference herein shall be untrue or inaccurate in any material respect on an as of any date on which Bonds are to be remarketed pursuant to this Remarketing Agreement;

(vii) any Event of Default has occurred and is continuing under the Indenture or the Project Lease, or an event shall have occurred and be continuing which, with the passage of time or giving of notice, or both, would constitute such an Event of Default;

(viii) the Indenture, the Project Lease or the Credit Facility shall have been amended modified or supplemented in any way which would materially adversely affect the Bonds;

(ix) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or Chairman or ranking minority member of the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been proposed for consideration by such Committee by any member thereof or legislation shall have been favorably reported for passage to House of Congress of the United States by a committee of such House to which legislation has been referred for consideration, or a decision by a court of the United States shall be rendered or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made, with respect to Federal taxation of revenues or with respect to other income of the general character expected to be derived under the Indenture by the Corporation or upon interest received on securities of the general character of the Bonds or which would have the effect of changing the Federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the owners thereof;

(x) legislation shall be introduced by committee, by amendment or otherwise, in, or be enacted by, the House of Representatives or the Senate of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the United States Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the offering, sale or remarketing of obligations of the general character of the Bonds, as contemplated hereby, is or would be in violation of any provisions of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect, or otherwise prohibiting the offering, sale or remarketing of obligations of the general character of the Bonds, or the Bonds, as contemplated hereby, or of requiring the registration or qualification of the Indenture or the Bonds or sales thereof under any of said Acts;

(xi) any information shall have become known, which, in the reasonable opinion of the Remarketing Agent (taking into consideration, among other things, the optional tender rights of the Owners under the Indenture, the Credit Facility or any alternate Credit Facility), makes untrue, incorrect or misleading in any material respect any statement or information contained in the Official Statement for the Bonds dated September 4, 2008, as supplemented by the Remarketing Supplement dated October 6, 2014 and the Remarketing Supplement dated \_\_\_\_\_, 2022 (as so supplemented, the "Official Statement"), as the information contained therein has been supplemented or amended by other information furnished in accordance with Section 8 hereof, or causes the Official Statement, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; or

(xii) an event, including, without limitation, the bankruptcy or default of any other issuer of or obligor on obligations of the general character of the Bonds shall have occurred.

(d) The Remarketing Agent may resign upon not less than thirty (30) days' prior written notice given as hereinafter set forth, and such resignation shall take effect upon the earlier of 180 days after the date such notice is given or the date a successor has been appointed. Any such resignation notice shall be given by the Remarketing Agent to the Corporation, the City, the Credit Provider and the Trustee. The Remarketing Agent may be removed by the Corporation upon not less than fifteen (15) days' prior written notice given as hereinafter set forth, and such resignation shall take effect upon the earlier of 180 days after the date such notice is given or the date a successor has been appointed. Any such removal notice shall be given by the Corporation to the Trustee, the City and the Credit Provider. If the Remarketing Agent is holding unremarketed Bonds for its own account as of the effective date of such resignation or removal, upon expiration of the 30-day period referenced in subparagraph (b) above, the Remarketing Agent, as a Bond Owner, may exercise its option to tender such Bonds for purchase as provided in the Indenture. The foregoing notwithstanding, no resignation or removal of the Remarketing Agent shall become effective unless the Corporation shall have previously appointed a successor Remarketing Agent and such successor Remarketing Agent shall have accepted such appointment, or the interest rate on the Bonds have been converted to a Fixed Rate, or 180 days shall have passed since the date the notice of resignation or removal was given. Such successor Remarketing Agent may purchase any Bonds held by the Remarketing Agent as of the effective date of such resignation or removal at a purchase price equal to the principal amount thereon plus accrued interest thereon to the effective date of such resignation or removal.

(e) The Remarketing Agent acknowledges that the Corporation and the City intend to conduct a regular evaluation of the Remarketing Agent. Such evaluation will consider, among other things, an analysis of interest rates on the Bonds remarketed hereunder in connection with the interest rates on similar bonds remarketing by the Remarketing Agent and others. In connection with such regular evaluations, the Remarketing Agent agrees to provide the Corporation and the City with such information as it may request.

(f) The Remarketing Agent acknowledges that the Corporation has delivered to it executed or certified copies of the Indenture, the Project Lease, the Site Lease, the Credit Facility and the Reimbursement Agreement, and any and all other documents, certificates and opinions relating to the Bonds which the Remarketing Agent requires to perform its obligations and duties hereunder.

(g) The Remarketing Agent agrees that, upon the written request of the Corporation, it will provide the Corporation, as soon as practicable, a list of the names and addresses of the institutional owners of the Bonds. The Remarketing Agent also agrees that, upon the written request of the Corporation, it will provide the Corporation, as soon as practicable, a list of the names and addresses of the retail owners of the Bonds, subject to the consent by such owners to provide such information to the Corporation.

#### SECTION 4. *Fees and Expenses; Notices.*

(a) During the period in which the Bonds bear interest at a Variable Rate (other than a Semiannual Rate or a Long Rate) and the Remarketing Agent is serving as such hereunder, the Corporation shall pay to the Remarketing Agent a fee with respect to the remarketing and related administrative services for the Bonds, which fee shall be equal to (i) while the Bonds bear interest at a Weekly Rate, \_\_\_\_\_ basis points (0.\_\_\_\_%) per annum of the amount of Bonds Outstanding at the time when said fee is due and payable and (ii) while the Bonds bear interest at a Daily Rate, \_\_\_\_\_ basis points (0.\_\_\_\_%) per annum of the amount of Bonds Outstanding at the time when said fee is due and payable, and shall be computed on the basis of a 365/366-day

year (as the case may be), and actual number of days elapsed. Said fee shall be due and payable by check upon receipt of an invoice from the Remarketing Agent quarterly in arrears, on the first Business Day of April, July, October and January of each year, commencing [July 1, 2022], and upon the redemption in whole of the Bonds or earlier termination of this Remarketing Agreement. In the event the interest rate on the Bonds is converted to a Semiannual Rate or a Long Rate, the Corporation and the Remarketing Agent will agree at that time to a fee with respect to remarketing the Bonds in such interest rate modes.

(b) In the event that the Corporation shall determine to convert the rate of interest on the Bonds to a Fixed Rate pursuant to Section 2.03(i) of the Indenture, the Corporation has the right, but is not required to designate the Remarketing Agent as the underwriter in connection therewith (the "Fixed Rate Underwriter"). In the event the Remarketing Agent shall be designated as the Fixed Rate Underwriter, the Remarketing Agent and the Corporation shall enter into a separate agreement providing for the services of and compensation to the Fixed Rate Underwriter, and the provisions of such agreement shall supersede this Remarketing Agreement.

(c) Any notice to be given by either party hereto to the other party hereto shall be given as provided in Section 11.07 of the Indenture.

(d) The obligations of the Corporation under this Section 4 shall be limited obligations of the Corporation, payable solely from the City's payment of Additional Rental pursuant to the Project Lease.

SECTION 5. *Representations and Warranties of the Corporation.* The Corporation represents and warrants as follows:

(a) it is a nonprofit public benefit corporation organized and existing under the laws of the State of California;

(c) as of the date of this Remarketing Agreement, the Corporation has full right, power and authority to enter into this Remarketing Agreement;

(d) as of the date of this Remarketing Agreement, all authorizations, approvals, licenses, consents and orders of any governmental authority or agency having jurisdiction of the matter that would constitute a condition precedent to, or the absence of which would materially and adversely affect, the performance by the Corporation of its obligations under this Remarketing Agreement and the Indenture, the Project Lease, the Site Lease, and the Reimbursement Agreement (collectively, the "Corporation Documents") have been obtained;

(e) as of the date of this Remarketing Agreement, each of this Remarketing Agreement and the Corporation Documents constitute the legal, valid and binding obligation of the Corporation in accordance with its respective terms; and

(f) any representation made in a certificate signed by an authorized officer of the Corporation and delivered to the Remarketing in connection with the remarketing of the Bonds shall be deemed to be a representation of the Corporation to the Remarketing Agent.

SECTION 6. *Representations and Warranties of the City.* The City represents and warrants as follows:

(a) It is a charter city and county organized and existing under the laws of the State of California.

(b) as of the date of this Remarketing Agreement, all authorizations, approvals, licenses, consents and orders of any governmental authority or agency having jurisdiction of the matter that would constitute a condition precedent to, or the absence of which would materially and adversely affect, the performance by the City of its obligations under this Remarketing Agreement and the Project Lease, the Site Lease, and the Reimbursement Agreement (collectively, the "City Documents") have been obtained;

(c) as of the date of this Remarketing Agreement, each of this Remarketing Agreement and the City Documents constitute the legal, valid and binding obligation of the Corporation in accordance with its respective terms; and

(d) any representation made in a certificate signed by an authorized officer of the City and delivered to the Remarketing in connection with the remarketing of the Bonds shall be deemed to be a representation of the City to the Remarketing Agent.

**SECTION 7. *Representations and Warranties of the Remarketing Agent.*** The Remarketing Agent represents, warrants, covenants and agrees as follows:

(a) The Remarketing Agent is a \_\_\_\_\_ that has been duly organized and is validly existing and in good standing under the laws of the State of \_\_\_\_\_;

(b) The Remarketing Agent has full power and authority to take all action required to be taken by it by or under, and to perform and observe, the covenants and agreements on its part contained in this Remarketing Agreement and is fully licensed in all jurisdictions where necessary to perform its obligations and duties as set forth in this Remarketing Agreement;

(c) The Remarketing Agent has, on or before the date hereof, duly taken all action necessary to be taken by it prior to such date to authorize the execution, delivery and performance of this Remarketing Agreement and the carrying out, giving effect to, consummation and performance of the transactions and obligations contemplated thereby;

(d) This Remarketing Agreement when executed and delivered by the parties hereto will constitute a valid and binding obligation of the Remarketing Agent enforceable against the Remarketing Agent in accordance with its terms, except as the enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws, judicial decisions or principles of equity relating to or affecting the enforcement of creditors' rights or contractual obligations generally; and

(e) The execution and delivery of this Remarketing Agreement, the compliance with the terms, conditions or provisions hereof, and the consummation of the transactions herein contemplated do not, upon the date of execution and delivery thereof, and will not violate any presently existing law, regulation, order, writ, injunction or decree of any court or governmental instrumentality applicable to the Remarketing Agent.

**SECTION 8. *Furnishing of Offering Materials.***

(a) The Corporation agrees to furnish the Remarketing Agent with as many copies of the Official Statement as the Remarketing Agent may reasonably request, as the same may be

supplemented or amended from time to time, and such other information with respect to the Corporation, the Credit Provider (so long as the Credit Facility is in effect), the Indenture, the Project Lease, the Site Lease, the Reimbursement Agreement and the Bonds as the Remarketing Agent shall reasonably request from time to time. The Corporation hereby authorizes the Official Statement and the information contained therein to be used by the Remarketing Agent in connection with the remarketing of the Bonds.

(b) The Corporation and the City agree to cooperate with the Remarketing Agent in the preparation of a new Official Statement or other offering material for the Bonds in the event the Remarketing Agent reasonably determines that the preparation and distribution of such Official Statement or offering material is desirable in connection with remarketing the Bonds.

(c) If, at any time during the term of this Remarketing Agreement, any event or condition shall occur or otherwise become known to the Corporation or the City which the Corporation or the City reasonably determines would result in the Official Statement containing any untrue, incorrect or misleading statement of a material fact or omitting to state a fact which an actual or prospective investor in the Bonds would deem material to his, her or its decision to purchase or hold the Bonds (taking into consideration, among other things, the optional tender rights of the Owners under the Indenture, the Credit Facility or any Alternate Credit Facility), (i) the Corporation will promptly notify the Remarketing Agent in writing of the circumstances and details of such event or condition, (ii) if, in the reasonable opinion of the Remarketing Agent or the Corporation, such event or condition requires the preparation and publication of an amendment or supplement to the Official Statement, the Corporation, at its expense, will promptly prepare or cause to be prepared an appropriate amendment or supplement thereto so that the statements in the Official Statement (except for information regarding DTC and its book-entry only system) as so amended or supplemented will not contain any untrue, incorrect or misleading statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, in a form and manner approved by the Remarketing Agent, the Corporation and the City, which approval shall not be unreasonably withheld or delayed, and (iii) the Corporation and the City shall take all necessary action to approve such supplement or amendment.

(d) In connection with the remarketing of the Bonds as a result of, or in anticipation of, (i) an expiration, termination or replacement of the Credit Facility or (ii) any conversion to an interest rate other than the Weekly Rate, the Corporation and the City shall prepare or cause to be prepared any disclosure documents (including continuing disclosure undertakings required by the rules and regulations of the Securities and Exchange Corporation) which in the sole judgment of the Remarketing Agent, the Corporation or the City are necessary or desirable. All costs incurred in connection with the preparation of such disclosure documents shall be borne by the Corporation and the City.

SECTION 9. *Term.* Unless previously terminated, this Remarketing Agreement shall remain in full force and effect for so long as the Bonds bear interest at the Variable Rate.

#### SECTION 10. *Miscellaneous.*

(a) All notices, certificates, requests, or other communications among the parties hereto permitted or required to be given hereunder shall be given as provided in the Indenture.

(b) This Remarketing Agreement shall be governed by and construed in accordance with the laws of the State of California.



(c) The Remarketing Agent's duties and obligations as Remarketing Agent shall be governed solely by the terms of this Remarketing Agreement and the Indenture, anything in any other document to the contrary notwithstanding. Any conflict between the terms of the Indenture or any other agreement and this Remarketing Agreement shall be resolved in favor of the Indenture.

(d) Anything in this Remarketing Agreement or the Indenture to the contrary notwithstanding, other than as provided in Section 3(b), the Remarketing Agent shall not be required to advance any of its funds or otherwise incur financial liability in carrying out its duties hereunder.

(e) This Remarketing Agreement may be amended only by a written agreement signed by the Corporation and the Remarketing Agent.

(f) This Remarketing Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts together shall constitute but one and the same Remarketing Agreement.

(g) The Corporation's execution hereof shall not be deemed to impose upon the Corporation any responsibility for the performance of the Remarketing Agent hereunder, or impose upon the Corporation any financial liability or responsibility, other than as expressly set forth herein.

(h) It is the express intention of the parties hereto that no purchase, sale or transfer of any Bonds, as herein provided, or the setting of interest rates in respect thereof, shall constitute or be construed to be the extinguishment of any Bond or the indebtedness represented thereby or the reissuance of any Bond or the refunding of any indebtedness represented thereby.

(i) No obligations imposed on the Remarketing Agent under the Indenture or hereunder or any actions taken by the Remarketing Agent in performing such obligations shall constitute a representation or warranty by the Remarketing Agent that, with respect to any interest rate determination, there is a market for the sale of Bonds affected thereby or that such Bonds can be sold or can or will be sold at par, or that, with respect to any remarketing effort, it is required to or will purchase any Bonds (except as provided in Section 3(b)) or expend any of its own funds or incur any liability for any portion of the Purchase Price of any Bonds; provided, that nothing contained herein shall prohibit the Remarketing Agent from purchasing Bonds or functioning as a broker or dealer with respect to the Bonds.

(j) The duties of the Remarketing Agent shall be solely as provided herein and in the Indenture and no implied covenants or obligations shall be read into this Remarketing Agreement against the Remarketing Agent.

(k) The Remarketing Agent shall incur no liability to the Corporation, the City or any other party for its actions as Remarketing Agent pursuant to the terms hereof and of the Indenture except for its own negligence or willful misconduct. The Remarketing Agent shall not be liable to the Corporation, the City on account of the failure of any person to whom the Remarketing Agent has sold a Bond to pay for it or to deliver any document in respect of such sale.

SECTION 11. *City Requirements.* Additional requirements of the City with respect to this Remarketing Agreement are attached as Appendix A and are incorporated by reference herein,

and by executing this Remarketing Agreement, the Remarketing Agent agrees to comply with those provisions.

[Signature Page Follows on Next Page]

**IN WITNESS WHEREOF**, the parties have executed and delivered this Remarketing Agreement as of the day and year first written above.

**CITY AND COUNTY OF SAN FRANCISCO  
FINANCE CORPORATION**

By: \_\_\_\_\_  
Bree Mawhorter  
Chief Financial Officer

**CITY AND COUNTY OF SAN FRANCISCO**

By: \_\_\_\_\_  
Anna Van Degna  
Director of the Office of Public Finance

**[REMARKETING AGENT],**  
as Remarketing Agent

By: \_\_\_\_\_  
Authorized Officer

## EXHIBIT A

### ADDITIONAL CITY REQUIREMENTS

1. Nondiscrimination; Penalties.

(a) *Nondiscrimination in Contracts.* The Remarketing Agent shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. The Remarketing Agent shall incorporate by reference in any subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require any subcontractors to comply with such provisions. The Remarketing Agent is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

(b) *Nondiscrimination in the Provision of Employee Benefits.* *San Francisco Administrative Code 12B.2.* The Remarketing Agent does not as of the date of this Remarketing Agreement, and will not during the term of this Remarketing Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

2. MacBride Principles—Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated by this reference and made part of this Remarketing Agreement. By entering into this Remarketing Agreement, the Remarketing Agent confirms that it has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

3. Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the City urges the Remarketing Agent not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

4. Alcohol and Drug-Free Workplace. The City reserves the right to deny access to, or require the Remarketing Agent to remove from, City facilities personnel of the Remarketing Agent who the City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs the City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. The City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

5. Compliance with Americans with Disabilities Act. The Remarketing Agent shall provide the services specified in this Remarketing Agreement in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

6. Sunshine Ordinance. The Remarketing Agent acknowledges that this Remarketing Agreement and all records related to its formation, the Remarketing Agent's performance under this Remarketing Agreement, and the City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

7. Limitations on Contributions. By executing this Remarketing Agreement, the Remarketing Agent acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of the Remarketing Agent's board of directors; the Remarketing Agent's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in the Remarketing Agent; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by the Remarketing Agent. The Remarketing Agent certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

8. Requiring Minimum Compensation for Covered Employees. If Administrative Code Chapter 12P applies to this Remarketing Agreement, the Remarketing Agent shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. The Remarketing Agent is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. The Remarketing Agent is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Remarketing Agreement, the Remarketing Agent certifies that it complies with Chapter 12P.

9. Requiring Health Benefits for Covered Employees. If Administrative Code Chapter 12Q applies to this Remarketing Agreement, the Remarketing Agent shall comply with the requirements of Chapter 12Q. For each Covered Employee, the Remarketing Agent shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If the Remarketing Agent chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. The Remarketing Agent is subject to the enforcement and penalty provisions in Chapter 12Q. Any subcontract entered into by the Remarketing Agent shall require any subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10. Prohibition on Political Activity with City Funds. In performing under this Remarketing Agreement, the Remarketing Agent shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Remarketing Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. The Remarketing Agent is subject to the enforcement and penalty provisions in Chapter 12G.

11. Nondisclosure of Private, Proprietary or Confidential Information. If this Remarketing Agreement requires the City to disclose "Private Information" to the Remarketing Agent within the meaning of San Francisco Administrative Code Chapter 12M, the Remarketing Agent shall use such information consistent with the restrictions stated in Chapter 12M and in this Remarketing Agreement and only as necessary in performing the services provided under this Remarketing Agreement. The Remarketing Agent is subject to the enforcement and penalty provisions in Chapter 12M.

In the performance of services provided under this Remarketing Agreement, the Remarketing Agent may have access to the City's proprietary or confidential information, the disclosure of which to third parties may damage the City. If the City discloses proprietary or confidential information to the Remarketing Agent, such information must be held by the Remarketing Agent in confidence and used only in performing this Remarketing Agreement. The Remarketing Agent shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

12. Consideration of Criminal History in Hiring and Employment Decisions. The Remarketing Agent agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Remarketing Agreement. The text of Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of the Remarketing Agent's obligations under Chapter 12T is set forth in this Section. The Remarketing Agent is required to comply with all of the applicable provisions of Chapter 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Remarketing Agreement shall have the meanings assigned to such terms in Chapter 12T.

The requirements of Chapter 12T shall only apply to the Remarketing Agent's operations to the extent those operations are in furtherance of the performance of this Remarketing Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Remarketing Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco which excludes Airport property. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

13. First Source Hiring Program. The Remarketing Agent must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Remarketing Agreement, and the Remarketing Agent is subject to the enforcement and penalty provisions in Chapter 83.

14. Submitting False Claims; Monetary Penalties. The full text of San Francisco Administrative Code § 21.35, including the enforcement and penalty provisions, is incorporated into this Remarketing Agreement. Under San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

15. Conflict of Interest. By entering into this Remarketing Agreement, the Remarketing Agent certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Remarketing Agreement.

16. Food Service Waste Reduction Requirements. The Remarketing Agent shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the provided remedies for noncompliance.

17. Distribution of Beverages and Water. The Remarketing Agent agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Remarketing Agreement. The Remarketing Agent agrees that it shall not sell, provide or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Remarketing Agreement.

18. Consideration of Salary History. The Remarketing Agent shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." The Remarketing Agent is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Remarketing Agreement or in furtherance of this Remarketing Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

19. Laws Incorporated by Reference. The full text of the laws listed in this Appendix A, including enforcement and penalty provisions, are incorporated into this Remarketing Agreement by reference. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Appendix A are available at [http://www.amlegal.com/codes/client/san-francisco\\_ca/](http://www.amlegal.com/codes/client/san-francisco_ca/).