



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

JONES HALL, A PROFESSIONAL LAW CORPOR
475 Sansome Street, 17th Floor
San Francisco, California 94111
ATTENTION: Stephen G. Melikian, Esq.

2
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2016-K267870-00

Check Number 1849
Tuesday, MAY 31, 2016 13:16:10
Ttl Pd \$152.00 Rcpt # 0005388312
cfa/FT/1-40

CTC ESC #10360407-TK/ORD# FWPN-T016000542-JM

AFNF

FIRST AMENDMENT TO SUBLEASE

935 Folsom Street (Lot 313, Block 3753)

2789 25th Street (Lot 013, Block 4277)

166-170 Otis (Lot 008, Block 3513; Lot 081, Block 3513; Lot 082, Block 3513)

2323 Cesar Chavez (Lot 001, Block 4341; Lot 003, Block 4341; Lot 001, Block 4342; Lot 001A, Block 4342; Lot 001A, Block 4343; Lot 001F, Block 4343)

350 Amber Drive (Lot 005, Block 7521)

2310 Folsom Drive (Lot 059, Block 3594)

1680 Mission (Lot 009, Block 3512 & Lot 010, Block 3512)

1125 Fillmore (Lot 013, Block 0755)

101 Grove (Lot 001, Block 0811)

NO DOCUMENTARY TRANSFER TAX DUE. This First Amendment to Sublease is recorded for the benefit of the City and County of San Francisco and the recording is exempt under Section 27383 of the California Government Code and Section 11928 of the California Revenue and Taxation Code.

FIRST AMENDMENT TO SUBLEASE

Dated as of May 1, 2016

between

**U.S. BANK NATIONAL ASSOCIATION,
in its capacity as Trustee,
as sublessor**

and the

**CITY AND COUNTY OF SAN FRANCISCO,
as sublessee**

FIRST AMENDMENT TO SUBLEASE

THIS FIRST AMENDMENT TO SUBLEASE (the "First Amendment"), dated as of May 1, 2016 is entered into between **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, solely in its capacity as Trustee (the "Trustee") under the Trust Agreement, dated as of June 1, 2010 (as amended, supplemented or modified from time to time, the "Trust Agreement") between the Trustee, as sublessor, and the **CITY AND COUNTY OF SAN FRANCISCO** (the "City"), a charter city and county duly organized and existing under the laws and Constitution of the State of California, as sublessee.

B A C K G R O U N D:

WHEREAS, in connection with the execution and delivery of the City's Series 1 Certificates, Series 1-T Certificates, Series 2 Certificates and Series 2-T Certificates (collectively, the "Commercial Paper Certificates," as more fully defined in the Trust Agreement), the City and the Trustee entered into a Site Lease dated as of June 1, 2010, recorded by the San Francisco Assessor-Recorder on June 9, 2010 as document number 2010-I979428 (the "Original Site Lease"), which is being amended by a First Amendment to Site Lease dated as of May 1, 2016 and recorded concurrently herewith (together with the Original Site Lease, the "Site Lease"), in order to lease the Property (as defined in the Original Site Lease) from the City to the Trustee;

WHEREAS, the Trustee has subleased the Property to the City pursuant to a Sublease, dated as of June 1, 2010, between the Trustee and the City, recorded by the San Francisco Assessor-Recorder on June 9, 2010 as document number 2010-I979428 (the "Original Sublease" and, as amended by this First Amendment, the "Sublease");

WHEREAS, the Commercial Paper Certificates were delivered pursuant to the Trust Agreement;

WHEREAS, the City executed and delivered the Commercial Paper Certificates, evidencing proportionate interests in all of the rights of the Trustee under the Sublease, including the right to receive Base Rental payments payable thereunder, and undertook such other responsibilities as are assigned to the Trustee under the Trust Agreement;

WHEREAS, concurrently herewith, in connection with an increase in the Maximum Principal Amount (as defined in the Trust Agreement) of Commercial Paper Certificates, the City and the Trustee will enter into a First Supplement to Trust Agreement dated as of May 1, 2016 (the "First Supplement to Trust Agreement");

WHEREAS, the City and the Trustee desire to amend the Original Sublease as provided in Sections 3.8 and 9.6 thereof, and in connection with the execution of the First Supplement to Trust Agreement and the First Amendment to Site Lease referenced above, in order to substitute certain property known as Fire Station 1, the Public Health Clinic and the Human Services Central Offices (the "Additional Property"), as more particularly described in Exhibit C hereto, for the Bureau of Engineering Office, the Northern Police Station, and the Public Health Central Office (the "Removed Property"), as more particularly described in Exhibit D hereto, all pursuant to Section 7.02 of the Trust Agreement;

WHEREAS, in connection with the increase in the Maximum Principal Amount, the City desires to amend Exhibit B of the Original Sublease;

WHEREAS, the City and the Trustee have duly authorized the execution and delivery of this First Amendment;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. Substitution of Property. The City and the Trustee hereby agree that the Removed Property shall be removed from the Property leased to the Trustee by the City pursuant to the Sublease and the Additional Property shall be added to the Property leased to the Trustee by the City pursuant to the Sublease.

Section 2. Amendments Relating to Substitution and Addition of Property. The definition of the term "*Component*" set forth in Article I of the Sublease is hereby amended in its entirety and as so amended shall be restated to read as follows:

"Component" means, as the context requires, any parcel or parcels constituting a discrete portion of the Property, including any Property added thereto or substituted therefor pursuant to Section 7.02 of the Trust Agreement, but does not include any property released pursuant to Section 7.02 of the Trust Agreement.

Section 3. Amendments Relating to Base Rental Period. (a) The definition of the term "*Assumed Interest Rate*" set forth in Article I of the Sublease is hereby amended in its entirety and as so amended shall be restated to read as follows:

"Assumed Interest Rate" means, (A) with respect to Tax-Exempt Commercial Paper Certificates, (i) for purposes of the Base Rental Period beginning on the first date of delivery of Tax-Exempt Commercial Paper Certificates, an interest rate equal to 0.75% per annum; and (ii) for purposes of any Base Rental Period thereafter, the lesser of (a) the Maximum Interest Rate or (b) 125% of (1) the amount of interest accrued with respect to Certificates during the 12 months ended on the April 30 (or September 30 commencing with the Base Rental Period commencing October 1, 2016) preceding the commencement of such Base Rental Period, divided by (2) the average daily balance of principal amount of Certificates Outstanding during the 12 months ended on the April 30 preceding the commencement of such Base Rental Period;

(B) with respect to Taxable Commercial Paper Certificates, (i) for purposes of the Base Rental Period beginning on the first date of delivery of Taxable Commercial Paper Certificates, an interest rate equal to 1.25% per annum; and (ii) for purposes of any Base Rental Period thereafter, the lesser of (a) the Maximum Interest Rate or (b) 125% of (1) the amount of interest accrued with respect to Certificates during the 12 months ended on the April 30 (or September 30 commencing with the Base Rental Period commencing October 1, 2016) preceding the commencement of such Base Rental Period, divided by (2) the average daily balance of principal amount of Certificates Outstanding during the 12 months ended on the April 30 preceding the commencement of such Base Rental Period; and

(C) with respect to the Revolving Bank Certificates, as of any date of calculation, 1.25 times the Default Rate (as defined in the applicable Reimbursement Agreement) in effect on such date of calculation.

The first paragraph of Section 3.1 of the Sublease is hereby amended in its entirety and as so amended shall be restated to read as follows:

Section 3.1. Rental Payments. The City will pay to the Trustee Base Rental in an amount up to the Maximum Base Rental, and the Additional Rental, with respect to each Component, as provided herein, for the use, occupancy and possession of the Property for which such Maximum Base Rental is payable, all on the terms and conditions set forth herein. The City will be obligated to pay the Minimum Required Rental Payment for each Base Rental Period, with the interest portion thereof being paid at the applicable Assumed Interest Rate in equal quarterly installments on each August 1, November 1, February 1 and May 1, to and including May 1, 2016, and thereafter on each October 1 (with the amount due on October 1, 2016 including Base Rental for five months), January 1, April 1 and July 1 (with amounts payable on each July 1 being budgeted and appropriated during the Fiscal Year ending the immediately succeeding June 30), with an amount equal to the Required Principal Reduction Amount being paid not later than the first day of the calendar quarter during which such amount will be used to reimburse the Banks for any Advances used to retire Commercial Paper Certificates that will not be refunded, renewed or refinanced, and with any principal due under the Revolving Bank Certificates during such Base Rental Period being paid on or prior to the date that is ten days prior to the date such amount is due under the Revolving Bank Certificates. Any Minimum Supplemental Rental Payment and Additional Rental will be paid on the terms, in the amounts, at the times and in the manner hereinafter set forth. The City will make payments of Base Rental directly to the Delivery and Paying Agent, as agent for the Trustee, for deposit into the Base Rental Account of the Delivery and Paying Agent Fund and, to the extent not otherwise paid to the Person to whom any amount constituting Additional Rental is owing, will make payment of Additional Rental to the Delivery and Paying Agent for deposit into the Administrative Expense Account of the Delivery and Paying Agent Fund.

(c) Exhibit C-1 to the Sublease - the Form of Debt Service Certificate -- Annual - is, for each Base Rental Period commencing October 1, 2017, amended to read as set forth in Exhibit E hereto.

Section 4. Execution in Counterparts. This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5. Original Sublease. Except as amended hereby, the Original Sublease will remain in full force and effect. Reference to this First Amendment need not be made in any note, document, agreement, letter, certificate, the Original Sublease or any communication issued or made subsequent to or with respect to the Original Sublease, it being hereby agreed that any reference to the Original Sublease shall be sufficient to refer to the Original Sublease, as hereby amended.

Section 6. Effective Date. This First Amendment shall be effective, and shall become binding against the City and the Trustee, as of the date of effectiveness of (i) that certain Revolving Credit Agreement dated as of May 1, 2016, between the City and U.S. Bank National Association and (ii) that certain Revolving Credit Agreement dated as of May 1, 2016, between the City and State Street Bank and Trust Company.

Section 7. Real Property. The real property encumbered by the Sublease, as amended by the removal of the Removed Property and the addition of the Additional Property, is set forth in Exhibit A hereto, which Exhibit A shall replace Exhibit A to the Original Sublease.

Section 8. Base Rental Payment Schedule. The Base Rental Payment Schedule, as amended, is set forth in Exhibit B hereto, which Exhibit B shall replace Exhibit B to the Original Sublease.

Section 9. Severability. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby.

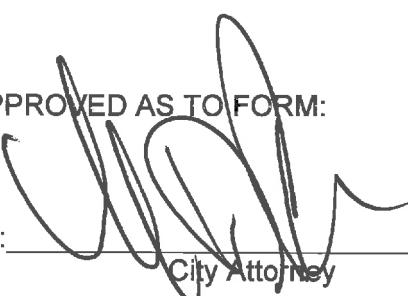
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Sublease as of the date first above written.

CITY AND COUNTY OF SAN FRANCISCO, as Lessor

By: 
Director of Public Finance

APPROVED AS TO FORM:

By:


City Attorney


Nadia Sesay

U.S. BANK NATIONAL ASSOCIATION, as Trustee and Lessee

By: 
Authorized Officer

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Sublease as of the date first above written.

**CITY AND COUNTY OF SAN
FRANCISCO, as Lessor**

By: SIGNED IN COUNTERPART
Director of Public Finance

APPROVED AS TO FORM:

By: SIGNED IN COUNTERPART
City Attorney

**U.S. BANK NATIONAL ASSOCIATION, as
Trustee and Lessee**

By: Carles
Authorized Officer

Andrew Fung

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

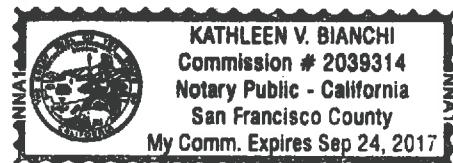
On May 23, 2016 before me, Kathleen V. Bianchi, Notary Public
(insert name and title of the officer)

personally appeared Nadia Sesay,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathleen V. Bianchi (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On May 25th, 2016 before me, Nam Huynh - Notary Public
(insert name and title of the officer)

personally appeared Andrew Fung
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

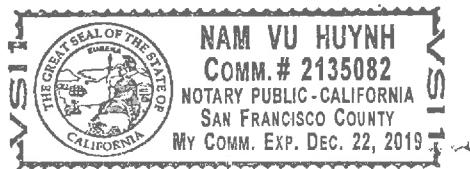


EXHIBIT A

LEGAL DESCRIPTION

FIRE STATION 1

For APN/Parcel ID(s): Lot 313, Block 3753

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL A, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP 6314, BEING A TWO LOT SUBDIVISION OF THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED MARCH 30, 2010 IN REEL K110, IMAGE 0014", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA ON OCTOBER 31, 2012 IN BOOK 48 OF PARCEL MAPS, AT PAGES 121-122, INCLUSIVE.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT, APPURtenant TO PARCEL ONE ABOVE, FOR PARKING, OVER, ALONG AND THROUGH A PORTION OF PARCEL B, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP 6314, BEING A TWO LOT SUBDIVISION OF THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN DEED, RECORDED MARCH 30, 2010 IN REEL K110 , IMAGE 0014" WHICH MAP WAS FILED FOR RECORD ON OCTOBER 31, 2012, IN BOOK 48 OF PARCEL MAPS, AT PAGES 121-122, INCLUSIVE, AND AS GRANTED IN THAT CERTAIN AGREEMENT ENTITLED "PARKING EASEMENT AGREEMENT", DATED FEBRUARY 19, 2013 AND EXECUTED BY NEW FLORIAN, LLC, LIMITED LIABILITY COMPANY AND BETWEEN THE CITY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, RECORDED MARCH 8, 2013, AS INSTRUMENT NO. 2013-J616145, REEL K849, IMAGE 0227, OFFICIAL RECORDS, SAN FRANCISCO COUNTY RECORDS.

PUBLIC HEALTH CLINIC

For APN/Parcel ID(s): Lot 013, Block 4277

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF TWENTY-FIFTH STREET AND THE WESTERLY LINE OF UTAH STREET; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF UTAH STREET 98 FEET; THENCE AT A RIGHT ANGLE WESTERLY 200 FEET TO THE EASTERLY LINE OF POTRERO AVENUE; THENCE AT A RIGHT ANGLE NORtherly ALONG SAID LINE OF POTRERO AVENUE 98 FEET TO THE SOUTHERLY LINE OF TWENTY-FIFTH STREET; THENCE AT A RIGHT ANGLE EASTERLY ALONG SAID LINE OF TWENTY-FIFTH STREET 200 FEET TO THE POINT OF BEGINNING. BEING A PORTION OF POTRERO NUEVO BLOCK NO. 83.

PARCEL TWO:

BEGINNING AT A POINT ON THE EASTERLY LINE OF POTRERO AVENUE, DISTANT THEREON 98 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF TWENTY-FIFTH STREET; RUNNING THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF TWENTY-FIFTH STREET 200 FEET TO THE WESTERLY LINE OF UTAH STREET, AS SHOWN UPON THE MAP THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA ON JULY 10, 1926 IN BOOK "K" OF MAPS, AT PAGE 65; THENCE SOUTHERLY ALONG SAID LINE OF UTAH STREET 53 FEET AND 10 INCHES TO AN ANGLE POINT THEREIN; THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF TWENTY-FIFTH STREET 200 FEET TO THE EASTERLY LINE OF POTRERO AVENUE; THENCE NORtherly ALONG SAID LINE OF POTRERO AVENUE 53 FEET AND 10 INCHES TO THE POINT OF BEGINNING.

HUMAN SERVICES CENTRAL OFFICE

For APN/Parcel ID(s): Lot 008, Block 3513; Lot 081, Block 3513; Lot 082, Block 3513

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Commencing at a point on the Westerly line of Otis Street, distant thereon 134 feet and 10-3/4 inches Northerly from the northerly line of Duboce Avenue; running thence Northerly and along said line of Otis Street 71 feet and 4-1/4 inches; thence at a right angle Westerly 137 feet and 5 inches; thence at a right angle northerly 85 feet and 9-7/8 inches; thence at an angle of 11° 10' Northwesterly 101 feet and 11-5/8 inches; thence at an angle of 32° 42' southwesterly 132 feet and 6 inches; thence at a right angle Southeasterly 272 feet and 7-1/2 inches to the point of commencement.

Being part of Mission Block No. 21.

APN: Lot 008, Block 3513

Parcel 2:

BEGINNING at a point on the Westerly line of Jessie Street distant thereon along said line of Jessie Street South 4 degrees 30 minutes 30 minutes East 185 feet from the Southerly line of Mc Coppin Street; running thence Southerly and along said line of Jessie Street 47.45 feet to the Northerly line of McNamara Claim; thence deflecting 111 degrees 18 minutes to the right from the preceding course and running North 73 degrees 12 minutes West 31.90 feet to a point in said line of said Claim where the same deflects South 9 degrees 30 minutes West; thence deflecting 97 degrees 18 minutes to the left from the preceding course and running along the said line of said Claim South 9 degrees and 30 minutes West 132.50 feet to a point which bears North 80 degrees 30 minutes West and is distant 272 feet 7-1/2 inches from a point: on the Westerly line of Otis Street, which is distant thereon South 4 degrees 30 minutes East 415 feet 1-1/4 inches from the point of intersection of said Westerly line of Otis Street with the Southerly line of Mc Coppin Street; thence at a right angle Northwesterly 16 feet, more or less, to a point on a line parallel to and perpendicularly distant Easterly 77.50 feet from the Easterly line of Stevenson Street; running thence Northerly along said Parallel line 160 feet, more or less, to a point cm a line parallel to and perpendicularly distant Southerly 185 feet from the Southerly line of Mc Coppin Street; thence Easterly along said parallel line 77.50 feet to the point of beginning.

Being a portion of Mission Block No. 21

APN: Lot 081, Block 3513

Parcel 3:

BEGINNING at a point on the Easterly line of Jessie Street, distant thereon 206.25 feet Southerly of the Southerly line of Mc Coppin Street; thence Southerly along said easterly line of Jessie Street, a distance of 40 feet, more or less, to the Southerly terminal line of Jessie Street, a distance of 36 feet, more or less, to the Westerly line of Jessie Street; thence Northerly and along said Westerly line of Jessie Street, a distance of 29 feet, more or less, to a point 206-25 feet Southerly, of the Southerly line of Mc Coppin Street; thence Easterly parallel to said Southerly line of Mc Coppin Street, a distance of 35 feet to the Easterly line of Jessie Street and the point of beginning.

Being a portion of Jessie Street in Assessor's Block 3513.

APN: Lot 082, Block 3513

CORPORATE YARD

For APN/Parcel ID(s): Lot 001, Block 4341; Lot 003, Block 4341; Lot 001, Block 4342; Lot 001A, Block 4342; Lot 001A, Block 4343; Lot 001F, Block 4343;

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

Beginning at the point of intersection of the Southerly line of Army Street, as widened, and the Easterly line of Kansas Street; running thence Southerly and along said line of Kansas Street 274 feet; thence at a right angle Easterly 225 feet; thence at a right angle Northerly 274 feet to the Southerly line of Army Street; thence at a right angle Westerly along said line of Army Street 225 feet to the point of beginning.

Being a portion of Potrero Nuevo Block No. 150 and a part of Rhode Island Street as closed pursuant to Board of Supervisors Resolution No. 15939 approved July 31, 1918, as said street and block are delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps at pages 78 and 79.

APN: 4341-001

PARCEL B:

Beginning at a point on the Westerly line of Rhode Island Street, as said Street existed prior to the abandonment thereof by Resolution No. 15939 of the Board of Supervisors of the City and County of San Francisco, approved July 28, 1918, distant thereon 511 feet, 11 inches Southerly from the Southerly line of Army Street, as said street existed prior to the widening thereof; thence North 50° 30' West 58 feet 10 inches to a point; thence North 66° 52' West 81 feet, 10 inches to a point perpendicularly distant 433 feet Southerly from the Southerly line of said Army Street; thence Westerly and parallel with the Southerly line of Army Street 85 feet, 3 inches to the Easterly line of Kansas Street; thence Northerly and along said Easterly line of Kansas Street 150 feet; thence at a right angle Easterly 200 feet to the Westerly line of Rhode Island Street; thence at a right angle Southerly and along said Westerly line of said Rhode Island Street 228 feet, 11 inches to the point of beginning.

Being a portion of Potrero Nuevo Block 150 and a portion of Potrero Nuevo Block 150 1/2 and also a portion of Rhode Island Street as closed pursuant to Board of Supervisors Resolution No. 15939 approved on July 28, 1918 and also a portion of Marin Street as said streets and blocks are delineated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps at pages 78 and 79.

EXCEPTING THEREFROM any portion thereof lying within the following described property:

Commencing at a point in the center line of De Haro Street, as said street existed prior to the closing thereof pursuant to Board of Supervisors of the City and County of San Francisco Resolution No. 11, 411 dated December 21, 1914, produced, distant Southerly thereon 449 feet from the Southerly line of Army Street, as widened; and running thence Westerly, parallel with the Southerly line of Army Street, 420 feet; thence at a right angle Southerly 370.52 feet to the Northwesterly line of the right of way of the Western Pacific Railroad Company; thence Northeasterly along the Northwesterly line of said right of way, 495.94 feet, more or less, to the intersection of said center line of De Haro Street, produced Southerly; and thence Northerly along said center line, produced, 106.79 feet to the point of commencement.

FURTHER EXCEPTING THEREFROM any portion thereof lying within the following described property:

Commencing at a point distant Southerly 424 feet from the Southerly line of Army Street, as widened, measured along the center line of De Haro Street, as said street existed prior to the closing thereof

pursuant to Board of Supervisors of the City and County of San Francisco Resolution No. 11, 411 dated December 21, 1914, produced; and running thence Westerly, parallel with the Southerly line of Army Street, 420 feet; thence at a right angle Southerly 25 feet; thence at a right angle Easterly 420 feet to the center line of De Haro Street, produced; and thence at a right angle Northerly 25 feet to the point of commencement.

FURTHER EXCEPTING THEREFROM any portion thereof lying within the following described property:

BEGINNING at a point on the Southerly line of Marin Street, distant thereon 253 feet Westerly from the Easterly line of Kansas Street and perpendicularly distant 424 feet Southerly from the Army Street, as widened; and running thence South $2^{\circ} 50' 10''$ East, at a right angle to said line of Marin Street, 92.74 feet; thence on a curve to the left, having a radius of 480 feet, the tangent to which at its point of beginning bears South $2^{\circ} 50' 10''$ East, a distance of 105.73 feet; thence on a curve to the left, having a radius of 273 feet, the tangent to which at its point of beginning bears South $15^{\circ} 27' 23''$ East, a distance of 430.85 feet to a point referred to as "Point No. 4" in the description of "Parcel 8" in that certain deed from Ocean Shore Railroad Company to Western Pacific Railroad Company, dated December 27, 1921 and recorded December 30, 1921, in Book 418 of Official Records, at Page 181; thence $55^{\circ} 02' 15''$ East, along the Northerly boundary line of the right of way of the Western Pacific Railroad Company, a distance of 15.127 feet, more or less, to a point perpendicularly distant westerly 420 feet from the center line of De Haro Street, as said street existed prior to the closing thereof pursuant to Board of Supervisors of the City and County of San Francisco Resolution No. 11, 411 approved January 2, 1915, produced Southerly; thence Northerly, parallel with the center line of De Haro Street, produced, a distance of 395.52 feet to a point perpendicularly distant southerly 424 feet from the Southerly line of Army Street, as widened, which point last referred to is also located on the Southerly line of Marin Street, produced Easterly; thence Westerly, along the Southerly line of Marin Street, 353 feet to the point of beginning.

APN: 4341-003 (portion)

PARCEL C:

That portion of former Rhode Island Street, as said Street existed prior to the abandonment thereof by Resolution No. 15939 of the Board of Supervisors of the City and County of San Francisco, approved July 28, 1918, and beginning at the Southwest corner of said abandoned portion, said point being distant Southerly 424 feet from the Southerly line of Army Street (as widened); thence Easterly along said abandoned portion 25 feet; thence at a right angle Northerly 150 feet; thence at a right angle Westerly 25 feet; and thence at a right angle Southerly 150 feet to the point of beginning.

Being a portion of Rhode Island Street as closed pursuant to Board of Supervisors Resolution No. 15939 approved July 31, 1918 as said street is delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps at pages 78 and 79.

APN: 4341-003 (portion)

PARCEL D:

Beginning at a point formed by the intersection of the Southerly line of Army Street with the Westerly line of De Haro Street as said street existed prior to the vacation thereof pursuant to Board of Supervisors of the City and County of San Francisco Resolution No. 82,242 on June 28, 1950; running thence Westerly along said Southerly line of Army Street 200 feet to the Easterly line of Rhode Island Street, as said Street existed prior to the abandonment thereof by Resolution No. 15939 of the Board of Supervisors of the City and County of San Francisco, approved July 28, 1918; thence at a right angle Southerly and along said Easterly line of Rhode Island Street 433 feet; thence at a right angle Easterly 200 feet to the Westerly line of De Haro Street; thence at a right angle Northerly and along said Westerly line of De Haro Street 433 feet to the Southerly line of Army Street and the point of beginning.

EXCEPTING THEREFROM the Northerly 9 feet as added to the Southerly side of Army Street by Resolution No. 16333 of the Board of Supervisors of the City and County of San Francisco, approved December 9, 1918. Being a portion of Potrero Nuevo Block 152 and a portion of Marin Street as said street and block are delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps at pages 78 and 79.

APN: 4342-001

PARCEL E:

That portion of former Rhode Island Street, as said Street existed prior to the abandonment thereof by Resolution No. 15939 of the Board of Supervisors of the City and County of San Francisco, approved July 28, 1918, and beginning at the Southeast corner of said abandoned portion, said point being distant Southerly 424 feet from the Southerly line of Army Street (as widened); thence Westerly along said abandoned portion of said Rhode Island Street 55 feet; thence at a right angle Northerly 424 feet to the Southerly line of Army Street; thence at a right angle easterly along the southerly line of said Army Street Westerly 55 feet to the easterly line of said Rhode Island Street; and thence at a right angle Southerly along the easterly line of said Rhode Island Street 424 feet to the point of beginning.

Being a portion of a portion of Rhode Island Street as closed pursuant to Board of Supervisors Resolution No. 15939 on July 31, 1918 and also a portion of Marin Street as said streets and blocks are delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps at pages 78 and 79.

APN: 4342-001A

PARCEL F:

Beginning at a point on the Southerly line of Cesar Chavez Street (formerly Army Street and formerly Colusa Street), as widened, distant thereon 65.00 feet Easterly from the Easterly line of former De Haro Street as said street existed prior to the vacation thereof per Resolution No. 9969, dated June 12, 1950, by the Board of

Supervisors of the City and County of San Francisco, a municipal corporation, said point of beginning also being the Northeast corner of that certain parcel described in Deed from Pacific Gas and Electric Company to the City and County of San Francisco recorded May 10, 1950, in Book 5441 of Official Records, Page 515; thence along said line of Cesar Chavez Street North 87° 09' 50" East 595.00 feet to the Northeast corner of that certain parcel described in Deed from Ocean Shore Railroad Company to Pacific Gas and Electric Company recorded May 19, 1922 in Book 560 of Official Records, Page 217, City and County of San Francisco; thence along the Easterly line and along a portion of the Southeasterly line of said 560 O.R. 217 parcel, South 02° 50' 10" East 116.23 feet to the Southeast corner thereof and South 55° 02' 15" West 702.58 feet to the Southeast corner of said 5441 O.R. 515 parcel, said corner being on a line parallel with and distant 65.00 feet Easterly, measured at right angles to said Easterly line of former De Haro Street produced Southerly; thence along said parallel line and said Easterly line of 5441 O.R. 515, North 02° 50' 10" West 489.86 feet to the point of beginning.

Being a portion of Potrero Nuevo Blocks 185, 186, 188 and 219 as said blocks are delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps, at pages 78 and 79.

Also being a portion of Carolina Street and Wisconsin Street, both closed per Resolution No. 11411, dated December 21, 1914, and a portion of the former alignment of Evans Street, closed per Resolution No. 20575, dated December 11, 1922, and Resolution No. 15939, dated July 29, 1918, a portion of Evans Street not closed per the same Resolution No. 15939, as said streets are delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps, at pages 76 and 79 and a portion of Marin Street as said Street is shown on that map entitled "A Map of the Salt Marsh and Tide Lands and

Lands Lying Under Water of Second Street and Situate in the City and County of San Francisco," a copy of said map filed in Map Book "W", Pages 46 and 47, in the Office of the Recorder, City and County of San Francisco.

APN: 4343-001A

PARCEL G:

Beginning at the point of intersection of the Southerly line of Army Street with the Easterly line of De Haro Street as said street existed prior to the vacation thereof by the Board of Supervisors Resolution No. 9969 dated June 28, 1950, and running thence Southerly along said line of De Haro Street 374.30 feet to the Southeasterly terminus thereof as established by the closing and abandonment of a portion of De Haro Street by Resolution No. 11411 of the Board of Supervisors of the City and County of San Francisco, December 21, 1914; thence deflecting $58^{\circ} 08' 58''$ to the right, and running Southwesterly along said terminus 47.090 feet to the center line of De Haro Street; thence deflecting $58^{\circ} 08' 58''$ to the left and running Southerly along said center line produced Southerly 156.39 feet to the Northwesterly boundary line of the property of the Western Pacific Railroad Company; thence deflecting to the left and running Northeasterly along said boundary line 124 feet, more or less, to a point in a line parallel with and distant 65 feet measured at right angles Easterly from the Easterly line of De Haro Street produced Southerly; thence deflecting to the left and running Northerly along said parallel line 489.85 feet to the Southerly line of Army Street; thence at a right angle Westerly along said line of Army Street 65 feet to the point of beginning.

EXCEPTING THEREFROM the Northerly 9 feet as added to the Southerly side of Army Street by Resolution No. 19135 of the Board of Supervisors of the City and County of San Francisco, approved August 8, 1921.

Being a portion of Potrero Nuevo Block 185 and a portion of De Haro Street as closed pursuant to Board of Supervisors of the City and County of San Francisco Resolution No. 11,411 dated December 21, 1914 and also a portion of De Haro Street as vacated pursuant to Board of Supervisors of the City and County of San Francisco Resolution No. 82,242 on June 28, 1950 and also a portion of Marin Street as said streets and blocks are delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps, at pages 78 and 79.

APN: 4343-001F (portion)

PARCEL H:

Beginning at a point on the Westerly line of De Haro Street as said street existed prior to the vacation thereof by the Board of Supervisors Resolution No. 9969 dated June 28, 1950, distant thereon 424 feet Southerly from the Southerly line of Army Street (as widened); running thence Easterly parallel with the said Southerly line of Army Street 40 feet; thence at a right angle Northerly 24.85 feet to the Southeasterly terminus of De Haro Street, as established by the closing and abandonment of a portion thereof by Resolution No. 11,411 of the Board of Supervisors of the City and County of San Francisco dated December 21, 1914; thence deflecting $121^{\circ} 51' 02''$ to the left and running Southwesterly along said terminus of De Haro Street 47.090 feet to the Westerly line of De Haro Street and the point of beginning. Being a portion of De Haro Street as closed pursuant to Board of Supervisors Resolution No. 11411 dated December 21, 1914 and as said street is delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps, at pages 78 and 79.

APN: 4343-001F (portion)

PARCEL I:

That portion of De Haro Street vacated by Resolution No. 82,242 of the Board of Supervisors of the City and County of San Francisco June 28, 1950 and lying between the Southerly line of Army Street (as

widened) and the Southeasterly terminus of De Haro Street, as established by the closing and abandonment of a portion thereof by Resolution No. 11,411 of the Board of Supervisors of the City and County of San Francisco dated December 21, 1914.

Being a portion of De Haro Street as closed pursuant to Board of Supervisors Resolution No. 11411 dated December 21, 1914 and as said street is delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps, at pages 78 and 79.

APN: 4343-001F (portion)

POLICE ACADEMY

For APN/Parcel ID(s): Lot 005, Block 7521

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL OF LOT 5, IN BLOCK 7521, AS PER "MAP OF UNIT TWO OF DIAMOND HEIGHTS, SAN FRANCISCO, CALIFORNIA," RECORDED MAY 10, 1962 IN BOOK "T" OF MAPS, AT PAGES 38 TO 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID CITY AND COUNTY.

FIRE COLLEGE

For APN/Parcel ID(s): Lot 059, Block 3594

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SHOTWELL STREET, DISTANT THEREON 60 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SHOTWELL STREET, 35 FEET; THENCE AT A RIGHT ANGLE EASTERLY 50 FEET; THENCE AT A RIGHT ANGLE NORtherLY 35 FEET; AND THENCE AT A RIGHT ANGLE WESTERLY 50 FEET TO THE EASTERLY LINE OF SHOTWELL STREET AND THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 2:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 19TH STREET WITH THE EASTERLY LINE OF SHOTWELL STREET; RUNNING THENCE EASTERLY ALONG SAID LINE OF 19TH STREET, 20 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 60 FEET; THENCE AT A RIGHT ANGLE WESTERLY 20 FEET TO THE EASTERLY LINE OF SHOTWELL STREET; THENCE AT A RIGHT ANGLE NORtherLY, ALONG THE LAST NAMED LINE, 60 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 3:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 19TH STREET, DISTANT THEREON 20 FEET EASTERLY FROM THE EASTERLY LINE OF SHOTWELL STREET; RUNNING THENCE EASTERLY AND ALONG SAID LINE OF 19TH STREET, 30 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 60 FEET; THENCE AT A RIGHT ANGLE WESTERLY 30 FEET; THENCE AT A RIGHT ANGLE NORtherly 60 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 4:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SHOTWELL STREET, DISTANT THEREON 95 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF SHOTWELL STREET, 20 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORtherly 20 FEET; AND THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 5:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF 19TH STREET, DISTANT THEREON 120 FEET WESTERLY FROM THE WESTERLY LINE OF FOLSOM STREET; RUNNING THENCE WESTERLY AND ALONG SAID LINE OF 19TH STREET, 50 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 95 FEET; THENCE AT A RIGHT ANGLE EASTERLY 50 FEET; THENCE AT A RIGHT ANGLE NORtherly 95 FEET TO THE POINT OF COMMENCEMENT.

BEING PART OF MISSION BLOCK NO. 57.

PARCEL 6:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 19TH STREET, DISTANT THEREON 95 FEET WESTERLY FROM THE WESTERLY LINE OF FOLSOM STREET; RUNNING THENCE WESTERLY ALONG SAID LINE OF 19TH STREET, 25 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 95 FEET; THENCE AT A RIGHT ANGLE EASTERLY 25 FEET; THENCE AT A RIGHT ANGLE NORtherLY 95 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 7:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 19TH STREET AND THE WESTERLY LINE OF FOLSOM STREET; RUNNING THENCE SOUTHERLY AND ALONG SAID LINE OF FOLSOM STREET, 65 FEET; THENCE AT A RIGHT ANGLE WESTERLY 95 FEET; THENCE AT A RIGHT ANGLE NORtherLY 65 FEET TO THE SOUTHERLY LINE OF 19TH STREET; THENCE AT A RIGHT ANGLE EASTERLY ALONG SAID LINE OF 19TH STREET, 95 FEET TO THE POINT OF COMMENCEMENT.

BEING PART OF MISSION BLOCK NO. 57.

PARCEL 8:

COMMENCING AT A POINT ON THE WESTERLY LINE OF FOLSOM STREET, DISTANT THEREON 65 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG THE WESTERLY LINE OF FOLSOM STREET, 30 FEET; THENCE AT A RIGHT ANGLE WESTERLY 95 FEET; THENCE AT A RIGHT ANGLE NORtherly 30 FEET; THENCE AT A RIGHT ANGLE EASTERLY 95 FEET TO THE WESTERLY LINE OF FOLSOM STREET AND THE POINT OF COMMENCEMENT.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 9:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 19TH STREET, DISTANT THEREON 170 FEET WESTERLY FROM THE WESTERLY LINE OF FOLSOM STREET; RUNNING THENCE WESTERLY AND ALONG SAID LINE OF 19TH STREET, 25 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 95 FEET; THENCE AT A RIGHT ANGLE EASTERLY 25 FEET; THENCE AT A RIGHT ANGLE NORtherly 95 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 10:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SHOTWELL STREET, DISTANT THEREON 115 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF SHOTWELL STREET, 20 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORtherly 20 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 11:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SHOTWELL STREET, DISTANT THEREON

135 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF SHOTWELL STREET, 20 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORtherly 20 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 12:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SHOTWELL STREET, DISTANT THEREON 155 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF SHOTWELL STREET, 30 FEET; THENCE AT A RIGHT ANGLE EASTERLY 122 FEET, 6 INCHES; THENCE AT A RIGHT ANGLE NORtherly 30 FEET; THENCE AT A RIGHT ANGLE WESTERLY 122 FEET, 6 INCHES TO THE EASTERLY LINE OF SHOTWELL STREET AND THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 13:

BEGINNING AT A POINT ON THE WESTERLY LINE OF FOLSOM STREET, DISTANT THEREON 95 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF FOLSOM STREET, 90 FEET; THENCE AT A RIGHT ANGLE WESTERLY 122 FEET, 6 INCHES; THENCE AT A RIGHT ANGLE NORtherly 30 FEET; THENCE AT A RIGHT ANGLE WESTERLY 22 FEET, 6 INCHES; THENCE AT A RIGHT ANGLE NORtherly 60 FEET; THENCE AT A RIGHT ANGLE EASTERLY 145 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 14:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SHOTWELL STREET, DISTANT THEREON 185 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF SHOTWELL STREET, 30 FEET; THENCE AT A RIGHT ANGLE EASTERLY 122 FEET, 6 INCHES; THENCE AT A RIGHT ANGLE NORtherly 30 FEET; AND THENCE AT A RIGHT ANGLE WESTERLY 122 FEET, 6 INCHES TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 15:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SHOTWELL STREET, DISTANT THEREON 215 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF SHOTWELL STREET, 31 FEET, 9-1/4 INCHES; THENCE AT A RIGHT ANGLE EASTERLY 122 FEET, 6 INCHES; THENCE AT A RIGHT ANGLE NORtherly 31 FEET, 9-1/4 INCHES; AND THENCE AT A RIGHT ANGLE WESTERLY 122 FEET, 6 INCHES TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 16:

COMMENCING AT A POINT ON THE EASTERLY LINE OF SHOTWELL STREET, DISTANT THEREON 215 FEET NORtherly FROM THE NORtherly LINE OF TWENTIETH STREET; RUNNING THENCE NORtherly ALONG THE EASTERLY LINE OF SHOTWELL STREET, 58 FEET, 2-3/4 INCHES; THENCE AT A RIGHT ANGLE EASTERLY 122 FEET, 6 INCHES; THENCE AT A RIGHT ANGLE SOUTHERLY 58 FEET, 2-3/4 INCHES; AND THENCE AT A RIGHT ANGLE WESTERLY 122 FEET, 6 INCHES TO THE EASTERLY LINE OF SHOTWELL STREET AND THE POINT OF

COMMENCEMENT.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 17:

COMMENCING AT A POINT ON THE WESTERLY LINE OF FOLSOM STREET, DISTANT THEREON 185 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY AND ALONG SAID LINE OF FOLSOM STREET, 90 FEET; THENCE AT A RIGHT ANGLE WESTERLY 122 FEET, 6 INCHES; THENCE AT A RIGHT ANGLE NORtherLY 90 FEET; THENCE AT A RIGHT ANGLE EASTERLY 122 FEET, 6 INCHES TO THE POINT OF COMMENCEMENT.

BEING PORTION OF MISSION BLOCK NO. 57.

PARCEL 18:

COMMENCING AT A POINT ON THE WESTERLY LINE OF FOLSOM STREET, DISTANT THEREON 215 FEET NORtherLY FROM THE NORtherLY LINE OF 20TH STREET; RUNNING THENCE NORtherLY ALONG SAID LINE OF FOLSOM STREET, 30 FEET; THENCE AT A RIGHT ANGLE WESTERLY 122 FEET, 6 INCHES; THENCE AT A RIGHT ANGLE SOUTHERLY 30 FEET; THENCE AT A RIGHT ANGLE EASTERLY 122 FEET, 6 INCHES TO THE POINT OF COMMENCEMENT.

BEING PART OF MISSION BLOCK 57.

EXHIBIT B - BASE RENTAL PAYMENT SCHEDULE

Base Rental Payment Schedule

CITY AND COUNTY OF SAN FRANCISCO

Lease Revenue Commercial Paper Program

Leased Properties - Series 1 / 1-T and 2 / 2-T

LOC Stated Amount: \$ 163,500,000

Initial Maximum Principal Amount \$ 150,000,000

Date	Quarterly Base Rental (2)	Maximum Principal Amount
Total: >> 537,744,318		
05/26/16		
10/01/16	9,906,859	150,000,000
01/01/17	7,132,939	150,000,000
04/01/17	7,132,939	150,000,000
07/01/17	7,132,939	150,000,000
10/01/17	7,132,939	150,000,000
01/01/18	7,132,939	150,000,000
04/01/18	7,132,939	150,000,000
07/01/18	7,132,939	150,000,000
10/01/18	7,132,939	150,000,000
01/01/19	7,132,939	150,000,000
04/01/19	7,132,939	150,000,000
07/01/19	7,132,939	150,000,000
10/01/19	7,132,939	150,000,000
01/01/20	7,132,939	150,000,000
04/01/20	7,132,939	150,000,000
07/01/20	7,132,939	150,000,000
10/01/20	7,132,939	150,000,000
01/01/21	7,132,939	150,000,000
04/01/21	7,132,939	150,000,000
07/01/21	7,132,939	150,000,000
10/01/21	7,132,939	150,000,000
01/01/22	7,132,939	150,000,000
04/01/22	7,132,939	150,000,000
07/01/22	7,132,939	150,000,000

10/01/22	7,132,939	150,000,000
01/01/23	7,132,939	150,000,000
04/01/23	7,132,939	150,000,000
07/01/23	7,132,939	150,000,000
10/01/23	7,132,939	150,000,000
01/01/24	7,132,939	150,000,000
04/01/24	7,132,939	150,000,000
07/01/24	7,132,939	150,000,000
10/01/24	7,132,939	150,000,000
01/01/25	7,132,939	150,000,000
04/01/25	7,132,939	150,000,000
07/01/25	7,132,939	150,000,000
10/01/25	7,132,939	150,000,000
01/01/26	7,132,939	150,000,000
04/01/26	7,132,939	150,000,000
07/01/26	7,132,939	150,000,000
10/01/26	7,132,939	150,000,000
01/01/27	7,132,939	150,000,000
04/01/27	7,132,939	148,109,000
07/01/27	7,132,939	145,420,000
10/01/27	7,132,939	142,650,000
01/01/28	7,132,939	139,797,000
04/01/28	7,132,939	136,859,000
07/01/28	7,132,939	133,832,000
10/01/28	7,132,939	130,715,000
01/01/29	7,132,939	127,504,000
04/01/29	7,132,939	124,197,000
07/01/29	7,132,939	120,791,000
10/01/29	7,132,939	117,282,000
01/01/30	7,132,939	113,668,000
04/01/30	7,132,939	109,946,000
07/01/30	7,132,939	106,112,000
10/01/30	7,132,939	102,163,000
01/01/31	7,132,939	98,095,000
04/01/31	7,132,939	93,905,000
07/01/31	7,132,939	89,590,000
10/01/31	7,132,939	85,145,000
01/01/32	7,132,939	80,567,000
04/01/32	7,132,939	75,852,000
07/01/32	7,132,939	70,995,000
10/01/32	7,132,939	65,992,000
01/01/33	7,132,939	60,839,000

04/01/33	7,132,939	55,532,000
07/01/33	7,132,939	50,066,000
10/01/33	7,132,939	44,436,000
01/01/34	7,132,939	38,637,000
04/01/34	7,132,939	32,664,000
07/01/34	7,132,939	26,512,000
10/01/34	7,132,939	20,175,000
01/01/35	7,132,939	13,648,000
04/01/35	7,132,939	6,925,000

Included Properties: **6**
TOTAL VALUE (1) **184,100,000**

Name:	Human Services Agency Central Office	Corporate Yard	Fire College	Police Academy	DPH Health Center	Fire Station No. 1
Address:	166 - 170 Otis (Block 3513, Lots 008 and 081)	2323 Cesar Chavez (Block 4341, Lots 001, 003; Shotwell Block 4342, Lots 001, 001A; (Block 3594, Lot 059) Block 4343, Lots 001A, 001F)	2310 Folsom & 505-557	350 Amber Drive (Block 7521, Lot 005)	2789 25th Street (Block 4277, Lot 013)	935 Folsom Street (Block 3753, Lot 313)
Land Area (sq ft)	41,434	523,000	74,722	195,113	30,366	9,450
Bldg Area (sq ft)	171,385	-	28,000	19,332	62,760	14,000
TOTAL VALUE (1)	51,000,000	46,000,000	33,300,000	29,000,000	18,800,000	6,000,000

Quarterly Base Rental (2)

10/01/16	2,744,431	2,475,369	1,791,952	1,560,559	1,011,673	322,874
01/01/17	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
04/01/17	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
07/01/17	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
10/01/17	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
01/01/18	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
04/01/18	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
07/01/18	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
10/01/18	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
01/01/19	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
04/01/19	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
07/01/19	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
10/01/19	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
01/01/20	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
04/01/20	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
07/01/20	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
10/01/20	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
01/01/21	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
04/01/21	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
07/01/21	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
10/01/21	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
01/01/22	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
04/01/22	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
07/01/22	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469

Base Rental Payment Schedule

						Base Rental Payment Schedule
04/01/33	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
07/01/33	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
10/01/33	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
01/01/34	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
04/01/34	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
07/01/34	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
10/01/34	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
01/01/35	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469
04/01/35	1,975,991	1,782,266	1,290,206	1,123,603	728,404	232,469

Notes: (1) Based on updated valuations by CCSF's Real Estate Division dated 4/25/16

(2) Based on amortizing total value over 25 years at 15%

EXHIBIT C
ADDITIONAL PROPERTY LEGAL DESCRIPTION

FIRE STATION 1

For APN/Parcel ID(s): Lot 313, Block 3753

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL A, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP 6314, BEING A TWO LOT SUBDIVISION OF THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED MARCH 30, 2010 IN REEL K110, IMAGE 0014", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA ON OCTOBER 31, 2012 IN BOOK 48 OF PARCEL MAPS, AT PAGES 121-122, INCLUSIVE.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT, APPURtenant TO PARCEL ONE ABOVE, FOR PARKING, OVER, ALONG AND THROUGH A PORTION OF PARCEL B, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP 6314, BEING A TWO LOT SUBDIVISION OF THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN DEED, RECORDED MARCH 30, 2010 IN REEL K110 , IMAGE 0014" WHICH MAP WAS FILED FOR RECORD ON OCTOBER 31, 2012, IN BOOK 48 OF PARCEL MAPS, AT PAGES 121-122, INCLUSIVE, AND AS GRANTED IN THAT CERTAIN AGREEMENT ENTITLED "PARKING EASEMENT AGREEMENT", DATED FEBRUARY 19, 2013 AND EXECUTED BY NEW FLORIAN, LLC, LIMITED LIABILITY COMPANY AND BETWEEN THE CITY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, RECORDED MARCH 8, 2013, AS INSTRUMENT NO. 2013-J616145, REEL K849, IMAGE 0227, OFFICIAL RECORDS, SAN FRANCISCO COUNTY RECORDS.

PUBLIC HEALTH CLINIC

For APN/Parcel ID(s): Lot 013, Block 4277

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF TWENTY-FIFTH STREET AND THE WESTERLY LINE OF UTAH STREET; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF UTAH STREET 98 FEET; THENCE AT A RIGHT ANGLE WESTERLY 200 FEET TO THE EASTERLY LINE OF POTRERO AVENUE; THENCE AT A RIGHT ANGLE NORtherly ALONG SAID LINE OF POTRERO AVENUE 98 FEET TO THE SOUTHERLY LINE OF TWENTY-FIFTH STREET; THENCE AT A RIGHT ANGLE EASTERLY ALONG SAID LINE OF TWENTY-FIFTH STREET 200 FEET TO THE POINT OF BEGINNING. BEING A PORTION OF POTRERO NUEVO BLOCK NO. 83.

PARCEL TWO:

BEGINNING AT A POINT ON THE EASTERLY LINE OF POTRERO AVENUE, DISTANT THEREON 98 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF TWENTY-FIFTH STREET; RUNNING THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF TWENTY-FIFTH STREET 200 FEET TO THE WESTERLY LINE OF UTAH STREET, AS SHOWN UPON THE MAP THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA ON JULY 10, 1926 IN BOOK "K" OF MAPS, AT PAGE 65; THENCE SOUTHERLY ALONG SAID LINE OF UTAH STREET 53 FEET AND 10 INCHES TO AN ANGLE POINT THEREIN; THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF TWENTY-FIFTH STREET 200 FEET TO THE EASTERLY LINE OF POTRERO AVENUE; THENCE NORtherly ALONG SAID LINE OF POTRERO AVENUE 53 FEET AND 10 INCHES TO THE POINT OF BEGINNING.

HUMAN SERVICES CENTRAL OFFICE

For APN/Parcel ID(s): Lot 008, Block 3513; Lot 081, Block 3513; Lot 082, Block 3513

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Commencing at a point on the Westerly line of Otis Street, distant thereon 134 feet and 10-3/4 inches Northerly from the northerly line of Duboce Avenue; running thence Northerly and along said line of Otis Street 71 feet and 4-1/4 inches; thence at a right angle Westerly 137 feet and 5 inches; thence at a right angle northerly 85 feet and 9-7/8 inches; thence at an angle of 11° 10' Northwesterly 101 feet and 11-5/8 inches; thence at an angle of 32° 42' southwesterly 132 feet and 6 inches; thence at a right angle Southeasterly 272 feet and 7-1/2 inches to the point of commencement.

Being part of Mission Block No. 21.

APN: Lot 008, Block 3513

Parcel 2:

BEGINNING at a point on the Westerly line of Jessie Street distant thereon along said line of Jessie Street South 4 degrees 30 minutes 30 seconds East 185 feet from the Southerly line of Mc Coppin Street; running thence Southerly and along said line of Jessie Street 47.45 feet to the Northerly line of McNamara Claim; thence deflecting 111 degrees 18 minutes to the right from the preceding course and running North 73 degrees 12 minutes West 31.90 feet to a point in said line of said Claim where the same deflects South 9 degrees 30 minutes West; thence deflecting 97 degrees 18 minutes to the left from the preceding course and running along the said line of said Claim South 9 degrees and 30 minutes West 132.50 feet to a point which bears North 80 degrees 30 minutes West and is distant 272 feet 7-1/2 inches from a point: on the Westerly line of Otis Street, which is distant thereon South 4 degrees 30 minutes East 415 feet 1-1/4 inches from the point of intersection of said Westerly line of Otis Street with the Southerly line of Mc Coppin Street; thence at a right angle Northwesterly 16 feet, more or less, to a point on a line parallel to and perpendicularly distant Easterly 77.50 feet from the Easterly line of Stevenson Street; running thence Northerly along said Parallel line 160 feet, more or less, to a point cm a line parallel to and perpendicularly distant Southerly 185 feet from the Southerly line of Mc Coppin Street; thence Easterly along said parallel line 77.50 feet to the point of beginning.

Being a portion of Mission Block No. 21

APN: Lot 081, Block 3513

Parcel 3:

BEGINNING at a point on the Easterly line of Jessie Street, distant thereon 206.25 feet Southerly of the Southerly line of Mc Coppin Street; thence Southerly along said easterly line of Jessie Street, a distance of 40 feet, more or less, to the Southerly terminal line of Jessie Street, a distance of 36 feet, more or less, to the Westerly line of Jessie Street; thence Northerly and along said Westerly line of Jessie Street, a distance of 29 feet, more or less, to a point 206-25 feet Southerly, of the Southerly line of Mc Coppin Street; thence Easterly parallel to said Southerly line of Mc Coppin Street, a distance of 35 feet to the Easterly line of Jessie Street and the point of beginning.

Being a portion of Jessie Street in Assessor's Block 3513.

APN: Lot 082, Block 3513

EXHIBIT D
REMOVED PROPERTY LEGAL DESCRIPTION

BUREAU OF ENGINEERING

For APN/Parcel ID(s): Lot 009, Block 3512 & Lot 010, Block 3512

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

Beginning at a point on the easterly line of Otis Street, distant thereon 19.689 feet northerly from the northwesterly line of Mission Street; running thence northerly along said line of Otis Street 292.0297 feet; thence southeasterly 92 feet, more or less, to a point on the northwesterly line of Mission Street, distant thereon northeasterly 285.7292 feet from the easterly line of Otis Street; thence southwesterly along said line of Mission Street 265.4152 feet to a line drawn from the point of beginning at a right angle to the easterly line of Otis Street; thence westerly along said line so drawn 5.00 feet to the point of beginning.

Being a portion of Mission Plaza.

EXCEPTING THEREFROM, that portion of the above described property dedicated to the public to be open public street on that certain map entitled, "Map showing the Widening of Mission Street at Thirteenth Street" filed in the Office of the County Recorder on April 14, 1966 in Book "U" of Maps at Page 105.

PARCEL TWO:

All that portion of the street area at the intersection of Otis and Mission Streets, as shown on the Department of Public Works drawing No. SUR 789, dated August 15, 1989 vacated by Resolution No. 754-89 by the Board of Supervisors of the City and County of San Francisco, recorded October 13, 1989 in Book E977, page 1056, Instrument No. E447240, Official Records.

NORTHERN POLICE STATION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Beginning at the point of intersection of the southerly line of Turk Street and the westerly line of Fillmore Street; running thence westerly along said line of Turk Street 412 feet and 6 inches to the easterly line of Steiner Street; thence at a right angle southerly along said line of Steiner Street 137 feet and 6 inches; thence at a right angle easterly 412 feet and 6 inches to the westerly line of Fillmore Street; thence at a right angle northerly along said line of Fillmore Street 137 feet and 6 inches to the point of beginning.

Being part of Western Addition Block No. 363.

Parcel Two:

Beginning at a point on the northerly line of Golden Gate Avenue distant thereon 70 feet easterly from the easterly line of Steiner Street; running thence easterly along said line of Golden Gate Avenue 67 feet and 6 inches; thence at a right angle northerly 137 feet and 6 inches; thence at a right angle westerly 67 feet and 6 inches; thence at a right angle southerly 137 feet and 6 inches to the point of beginning.

Being part of Western Addition Block No. 363.

APN: Lot 013, Block 0755

PUBLIC HEALTH CENTRAL OFFICE

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Commencing at a point formed by the intersection of the southerly line of Grove Street with the westerly line of Polk Street; running thence westerly along said southerly line of Grove Street 110 feet, 9-1/2 inches; thence at a right angle southerly 137 feet, 6 inches; thence at a right angle easterly 110 feet, 9-1/2 inches to the said westerly line of Polk Street; thence at a right angle northerly along said westerly line of Polk Street 137 feet, 6 inches to the said southerly line of Grove Street and the point of commencement.

The same being a portion of Lot No. 6, Western Addition Block No. 68.

Parcel Two:

Commencing at a point on the southerly line of Grove Street, distant thereon 110 feet, 9-1/2 inches westerly from the westerly line of Polk Street; running thence westerly along said southerly line of Grove Street 48 feet; thence at a right angle southerly 80 feet; thence at a right angle easterly 48 feet; thence at a right angle northerly 80 feet to the southerly line of Grove Street and point of commencement.

Being a portion of W.A. Block 68, also known as Block No. 811 on Assessor's Map Book.

Parcel Three:

Commencing at a point on the southerly line of Grove Street, distant thereon 182 feet, 9-1/2 inches westerly from the westerly line of Polk Street; running thence westerly along said southerly line of Grove Street 24 feet; thence at a right angle southerly 80 feet; thence at a right angle easterly 24 feet; thence at a right angle northerly 80 feet to the southerly line of Grove Street and point of commencement.

Being a portion of W.A. Block 68, also known as Block No. 811 on Assessor's Map Book.

Parcel Four:

Commencing at a point on the northerly line of Lech Walesa Street (formerly known as Ivy Street), distant thereon one hundred eight-two (182) feet, nine and one-half (9-1/2) inches westerly from the point formed by the intersection of the said northerly line of Lech Walesa Street with the westerly line of Polk Street; thence running westerly along said northerly line of Lech Walesa Street twenty-four (24) feet; thence at a right angle northerly forty (40) feet; thence at a right angle easterly twenty-four (24) feet; and thence at a right angle southerly forty (40) feet to the said northerly line of Lech Walesa Street and the point of commencement.

Being a portion of Western Addition Block Number 68.

Parcel Five:

Commencing at a point on the northerly line of Lech Walesa Street, distant thereon one hundred ten (110) feet and nine and one-half (9-1/2) inches westerly from the point formed by the intersection of the said northerly line of Lech Walesa Street with the westerly line of Polk Street; thence running westerly along said northerly line of Lech Walesa Street twenty-four (24) feet; thence at a right angle northerly forty (40) feet; thence at a right angle easterly twenty-four (24) feet; and thence at a right angle southerly forty (40) feet to the northerly line of Lech Walesa Street and the point of commencement.

Being portion of Western Addition Block Number 68.

Parcel Six:

Commencing at a point on the southerly line of Grove Street, distant thereon 158 feet, 9-1/2 inches westerly from the point formed by the intersection of the said southerly line of Grove Street with the westerly line of Polk Street; running thence westerly along the said southerly line of Grove Street 24 feet; thence at a right angle southerly 120 feet to the northerly line of Lech Walesa Street; thence easterly along the northerly line of Lech Walesa Street 48 feet; thence at a right angle northerly 40 feet; thence at a right angle westerly 24 feet; and thence at a right angle northerly 80 feet to the southerly line of Grove Street and the point of commencement.

Being a portion of Western Addition Block Number 68.

APN: Lot 001, Block 0811

EXHIBIT E

EXHIBIT C-1

FORM OF DEBT SERVICE CERTIFICATE -- ANNUAL

City and County of San Francisco
City Hall, 1 Dr. Carlton B. Goodlett Place,
Room 316
San Francisco, California 94102

U.S. Bank National Association
One California Street, Suite 1000
San Francisco, California 94111

State Street Bank and Trust Company
One Lincoln Street, 5th Floor
Boston, Massachusetts 02111
U.S. Bank National Association
15910 Ventura Boulevard, Suite 1712
Encino, California 91436

Pursuant to Section 3.1(b) of the Sublease (as amended, the "Sublease"), dated as of June 1, 2010, between the **U.S. Bank National Association** (the "**Trustee**") as Sublessor, and the **City and County of San Francisco** (the "City"), as Sublessee, the undersigned, based on information available as of _____, 20__ [no earlier than September 1 of such year] hereby certifies that for the Base Rental Period commencing October 1, 20__:

- (a) the average principal amount of Commercial Paper Certificates Outstanding during the current Base Rental Period commencing October 1, 20__, is expected to be \$_____;
- (b) the Assumed Interest Rate for the Base Rental Period commencing on October 1, 20__ is, with respect to the Tax-Exempt Commercial Paper Certificates, __% per annum, with respect to the Taxable Commercial Paper Certificates, __% per annum, and, with respect to the Revolving Bank Certificates, __% per annum, as calculated pursuant to the Trust Agreement;
- (c) based upon the expected average principal amount of Commercial Paper Certificates Outstanding during the current Base Rental Period and the applicable Assumed Interest Rate, the Assumed Interest Cost required during the Base Rental Period commencing May 1, 20__, will be \$_____, with \$_____ of such amount expected to be paid from capitalized interest pursuant to Section 3.2(g) of the Sublease;
- (d) the Required Principal Reduction Amount for the Base Rental Period commencing October 1, 20__, is \$_____;

- (e) the amount of interest coming due on the Revolving Bank Certificates at the Assumed Interest Rate during the Base Rental Period commencing October 1, 20__ is \$_____;
- (f) the amount of principal coming due on the Revolving Bank Certificates during the Base Rental Period commencing October 1, 20__ is \$_____;
- (g) the Minimum Required Rental Payment is \$_____, which represents the sum of the amounts set forth in paragraphs (c) (excluding the amount of capitalized interest set forth in (c) above), (d), (e) and (f); and
- (h) the City agrees that it is obligated to pay the Minimum Required Rental Payment as provided in Section 3.1 of the Sublease.

Dated:_____

CITY AND COUNTY OF SAN FRANCISCO

BY:_____

Authorized

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the First Amendment to Sublease, dated as of May 1, 2016 (the "Sublease"), from the U.S. Bank National Association, as sublessor, to the City and County of San Francisco (the "City"), a charter city and county organized and existing under the laws of the State of California, as sublessee, is hereby accepted by the undersigned officer on behalf of the City, pursuant to authority conferred by resolution of the Board of Supervisors of the City adopted on May 17, 2016, and the sublessee consents to recordation of the Sublease, by the City's duly authorized officer.

Dated as of May 1, 2016

CITY AND COUNTY OF SAN FRANCISCO

By: 
Director of Public Finance