

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

CITY AND COUNTY OF SAN FRANCISCO

Office of the City Attorney

City Hall

1 Dr. Canton B. Goodlett Place, Room 234

San Francisco, California 94102

Attention: Mark Blake

APN: Lot 115, Block 3723 portion and portions of streets unassessed for taxes

Property Address: 747 Howard Street, San Francisco, California 94103

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**TENTH SUPPLEMENT TO PROJECT LEASE**  
**by and between**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,**  
**as Lessor**

**and the**

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

**Dated as of September 1, 2025**

**Relating to:**

**§[2025R PAR]**  
**CITY AND COUNTY OF SAN FRANCISCO**  
**REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2025R**  
**(MULTIPLE CAPITAL IMPROVEMENT PROJECTS)**

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NO DOCUMENTARY TRANSFER TAX IS DUE PURSUANT  
TO BUSINESS TAX AND REGULATIONS CODE SECTION 11922  
AND THIS DOCUMENT IS EXEMPT FROM RECORDING FEES  
PURSUANT TO GOVERNMENT CODE SECTION 27383

Terms of the lease including options is less than 35 years.

THIS TENTH SUPPLEMENT TO PROJECT LEASE, dated as of September 1, 2025 (this “Tenth Supplement to Project Lease”), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation organized and existing under its charter and the Constitution and laws of the State of California (the “City”), as lessee, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor-in-interest to U.S. Bank National Association), a national banking association, solely in its capacity as Trustee under the hereinafter defined Trust Agreement, as lessor (the “Trustee”);

W I T N E S S E T H:

WHEREAS, the City and the Trustee have previously entered into a Property Lease, dated as of May 1, 2009 (the “Original Property Lease”), pursuant to which the City has leased certain real property and all works, property, improvements, structures and fixtures thereon (collectively, the “Original Leased Property”) to the Trustee;

WHEREAS, the City and the Trustee have previously entered into a Project Lease, dated as of May 1, 2009 (the “Original Project Lease”), under which the Trustee has leased the Original Leased Property back to the City;

WHEREAS, in order to provide funds to finance the acquisition, demolition, construction, reconstruction, installation, equipping, improvement and rehabilitation of a hospital and related property located at 375 Laguna Honda Boulevard, the Trustee executed and delivered certificates of participation captioned “\$163,335,000 City and County of San Francisco Certificates of Participation, Series 2009A (Multiple Capital Improvement Projects)” (the “2009A Certificates”) under a Trust Agreement, dated as of May 1, 2009, between the City and the Trustee (the “Original Trust Agreement” and, together with the Original Property Lease and the Original Project Lease, the “Original Agreements”);

WHEREAS, the 2009A Certificates evidence direct undivided interests in the lease payments made by the City under the Original Project Lease;

WHEREAS, in order to provide funds to finance improvements to various City streets and other capital improvements (the “2009B Project”), the Trustee subsequently executed and delivered a series of certificates of participation captioned “\$37,885,000 City and County of San Francisco Certificates of Participation, Series 2009B (Multiple Capital Improvement Projects)” (the “2009B Certificates” and, together with the 2009A Certificates, the “2009 Certificates”) under a First Supplement to Trust Agreement dated as of September 1, 2009 (the “First Supplement to Trust Agreement”);

WHEREAS, in connection with the execution and delivery of the 2009B Certificates, pursuant to Section 5 of the Original Property Lease, the City and the Trustee previously entered into a First Supplement to Property Lease, dated as of September 1, 2009 (the “First Supplement to Property Lease”), supplementing the Original Property Lease to provide for additional rental to be paid by the Trustee in connection with the financing of the 2009B Project and certain related matters;

WHEREAS, in connection therewith, under Section 3.2 of the Original Project Lease, the City and the Trustee simultaneously entered into a First Supplement to Project Lease, dated as of September 1, 2009, by and between the City and the Trustee (the “First Supplement to Project Lease”), supplementing the Original Project Lease to provide for additional Base Rental to be paid by the City in connection with the financing of the 2009B Project and certain related matters;

WHEREAS, the 2009B Certificates were executed and delivered as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement, and evidence direct undivided interests in the lease payments made by the City under the Original Project Lease, as supplemented by the First Supplement to Project Lease, on a parity basis with the 2009A Certificates;

WHEREAS, in order to provide funds for certain street improvements of the City, the Trustee subsequently executed and delivered a series of certificates of participation captioned “\$42,835,000 City and County of San Francisco Certificates of Participation, Series 2012A (Multiple Capital Improvement Projects)” (the “2012A Certificates”) under a Second Supplement to Trust Agreement dated as of June 1, 2012 (the “Second Supplement to Trust Agreement”);

WHEREAS, in connection with the execution and delivery of the 2012A Certificates, pursuant to Section 5 of the Original Property Lease, the City and the Trustee previously entered into a Second Supplement to Property Lease, dated as of June 1, 2012 (the “Second Supplement to Property Lease”), supplementing the Original Property Lease to provide for additional rental to be paid by the Trustee in connection with the financing of the 2012A Project and certain related matters;

WHEREAS, in connection therewith, under Section 3.2 of the Original Project Lease, the City and the Trustee simultaneously entered into a Second Supplement to Project Lease, dated as of June 1, 2012, by and between the City and the Trustee (the “Second Supplement to Project Lease”), supplementing the Original Project Lease to provide for additional Base Rental to be paid by the City in connection with the financing of the 2012A Project and certain related matters;

WHEREAS, the 2012A Certificates were executed and delivered as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement, and evidence direct undivided interests in the lease payments made by the City under the Original Project Lease, as supplemented by the First Supplement to Project Lease and the Second Supplement to Project Lease, on a parity basis with the 2009 Certificates;

WHEREAS, in order to provide funds for (i) the acquisition of capital equipment, including mechanical street sweepers and other capital expenditures of the City and (ii) the prepayment of the 2009 Certificates (collectively, the “2019-R1 Project”), the Trustee executed and delivered a series of certificates of participation captioned “\$116,460,000 City and County of San Francisco Refunding Certificates of Participation, Series 2019-R1 (Multiple Capital Improvement Projects)” (the “2019-R1 Certificates”) under a Third Supplement to Trust Agreement dated as of November 1, 2019 (the “Third Supplement to Trust Agreement”);

WHEREAS, in connection with the execution and delivery of the 2019-R1 Certificates, pursuant to Section 5 of the Original Property Lease, the City and the Trustee entered into a Third Supplement to Property Lease, dated as of November 1, 2019 (the “Third Supplement to Property

Lease”), supplementing the Original Property Lease to provide for additional or adjusted rental to be paid by the Trustee in connection with the financing of the 2019-R1 Project and certain related matters;

WHEREAS, in connection therewith, under Section 3.2 of the Original Project Lease, the City and the Trustee simultaneously entered into a Third Supplement to Project Lease, dated as of November 1, 2019, by and between the City and the Trustee (the “Third Supplement to Project Lease”), supplementing the Original Project Lease to provide for additional or adjusted Base Rental to be paid by the City in connection with the financing of the 2019-R1 Project and certain related matters;

WHEREAS, the 2019-R1 Certificates were executed and delivered as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement, and evidence direct undivided interests in the lease payments made by the City under the Original Project Lease, as supplemented by the First Supplement to Project Lease, the Second Supplement to Project Lease and the Third Supplement to Project Lease, on a parity basis with the then-outstanding 2012A Certificates;

WHEREAS, the City and U.S. Bank National Association, as successor trustee (the “2010A Trustee”), previously entered into a Property Lease, dated as of September 1, 2010 (the “2010A Property Lease”), pursuant to which the City leased certain City-owned real property located at 1 Moreland Drive, San Bruno, California and all works, property, improvements, structures and fixtures thereon, generally known as the San Bruno Complex (County Jail No. 3) (the “2010A Leased Property”) to the 2010A Trustee;

WHEREAS, the 2010A Trustee and the City previously entered into a Project Lease, dated as of September 1, 2010 (the “2010A Project Lease”), pursuant to which the 2010A Trustee leased the 2010A Leased Property back to the City;

WHEREAS, the City previously caused the execution and delivery of the City and County of San Francisco Refunding Certificates of Participation, Series 2010A (the “2010A Certificates”) pursuant to a Trust Agreement, dated as of September 1, 2010, by and between the City and the 2010A Trustee (the “2010A Trust Agreement”);

WHEREAS, the 2010A Certificates evidenced direct undivided interests in the lease payments made by the City under the 2010A Project Lease;

WHEREAS, in order to provide funds for the prepayment of the then-outstanding 2010A Certificates (the “2020-R1 Project”), the Trustee executed and delivered a series of refunding certificates of participation captioned “\$70,640,000 City and County of San Francisco Refunding Certificates of Participation, Series 2020-R1 (Multiple Capital Improvement Projects)” (the “2020-R1 Certificates”) under a Fourth Supplement to Trust Agreement dated as of November 1, 2020 (the “Fourth Supplement to Trust Agreement”), which Fourth Supplement to Trust Agreement supplemented the Original Trust Agreement, as previously supplemented;

WHEREAS, by the issuance of the 2020-R1 Certificates and the full prepayment of the 2010A Certificates on November 3, 2020, the City refinanced and fully prepaid the City’s

obligations under the 2010A Project Lease, including but not limited to its obligations to pay Base Rental thereunder, and upon such prepayment of such Base Rental payments, (i) the 2010A Project Lease, the 2010A Property Lease, the 2010A Trust Agreement and related agreements terminated in accordance with their terms, and (ii) title to the 2010A Leased Property vested in the City; and to evidence the foregoing, the City and the 2010A Trustee executed, delivered and caused to be recorded (as instrument number 2020-121120) in the official records of San Mateo County, California, that certain Termination Agreement by and between the City and the 2010A Trustee and dated November 3, 2020;

WHEREAS, in connection with the execution and delivery of the 2020-R1 Certificates, pursuant to Section 5 of the Original Property Lease, the City and the Trustee entered into a Fourth Supplement to Property Lease, dated as of November 1, 2020 (the “Fourth Supplement to Property Lease”), supplementing the Original Property Lease to (i) supplement the Leased Property to be subject thereto, pursuant to Section 18 of the Original Property Lease, Section 7.02 of the Original Trust Agreement and Sections 16 and 20 of the Original Project Lease (collectively, the “Leased Property Amendment Provisions”), by adding thereto certain City-owned real property located at 1 Moreland Drive, San Bruno, California and all works, property, improvements, structures and fixtures thereon, generally known as the San Bruno Complex (County Jail No. 3) (the “2020 Additional Leased Property” and, together with the Original Leased Property, the “2020 Leased Property”), (ii) provide for the lease of the 2020 Leased Property by the City to the Trustee, and (iii) provide for additional or adjusted rental to be paid by the Trustee in connection with the financing of the 2020-R1 Project and certain related matters;

WHEREAS, in connection therewith, under Section 3.2 of the Original Project Lease, the City and the Trustee simultaneously entered into a Fourth Supplement to Project Lease, dated as of November 1, 2020, by and between the City and the Trustee (the “Fourth Supplement to Project Lease”), supplementing the Original Project Lease to (i) supplement the Leased Property, pursuant to the Leased Property Amendment Provisions, by adding the 2020 Additional Leased Property to the Original Leased Property subject thereto, (ii) provide for the lease of the 2020 Leased Property by the Trustee back to the City, and (iii) provide for additional or adjusted Base Rental to be paid by the City in connection with the financing of the 2020-R1 Project and certain related matters;

WHEREAS, the 2020-R1 Certificates were executed and delivered as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement, and evidence direct undivided interests in the lease payments made by the City under the Original Project Lease, as supplemented by the First Supplement to Project Lease, the Second Supplement to Project Lease, the Third Supplement to Project Lease and the Fourth Supplement to Project Lease, on a parity basis with the then-outstanding 2012A Certificates and the outstanding 2019-R1 Certificates;

WHEREAS, in order to provide funds to finance and refinance the acquisition of certain real property within the City located at 814-820 Bryant Street, 444 6th Street, 470 6th Street and 1828 Egbert Avenue and the related site demolition and preparation, including through the retirement of certain taxable commercial paper notes of the City issued for such purpose (the “2021A Project”), the Trustee executed and delivered a series of certificates of participation captioned “\$76,020,000 City and County of San Francisco Certificates of Participation, Series 2021A (Multiple Capital Improvement Projects)” (the “2021A Certificates”) under a Fifth Supplement to Trust Agreement dated as of May 1, 2021 (the “Fifth Supplement to Trust

Agreement”), which Fifth Supplement to Trust Agreement supplemented the Original Trust Agreement, as previously supplemented;

WHEREAS, in connection with the execution and delivery of the 2021A Certificates, pursuant to Section 5 of the Original Property Lease, the City and the Trustee entered into a Fifth Supplement to Property Lease, dated as of May 1, 2021 (the “Fifth Supplement to Property Lease”), supplementing and amending the Original Property Lease, as previously supplemented, to (i) supplement the Leased Property subject thereto, pursuant to the Leased Property Amendment Provisions, by adding certain additional facilities and the land underlying such facilities located at 375 Laguna Honda Boulevard in the City, and all works, property, improvements, structures and fixtures therein and thereon, generally known as the South Residence building on the Laguna Honda Hospital campus (the “2021 Additional Leased Property” and, together with the 2020 Leased Property, the “2021 Leased Property”), (ii) provide for the lease of the 2021 Leased Property by the City to the Trustee and (iii) provide for additional or adjusted rental to be paid by the Trustee in connection with the financing of the 2021A Project and certain related matters;

WHEREAS, in connection therewith, under Section 3.2 of the Original Project Lease, the City and the Trustee simultaneously entered into a Fifth Supplement to Project Lease, dated as of May 1, 2021, by and between the City and the Trustee (the “Fifth Supplement to Project Lease”), supplementing and amending the Original Project Lease, as previously supplemented, to (i) supplement the 2020 Leased Property, pursuant to the Leased Property Amendment Provisions, by adding the 2021 Additional Leased Property to the 2020 Leased Property subject thereto, (ii) provide for the lease of the Leased Property by the Trustee back to the City and (iii) provide for additional or adjusted Base Rental to be paid by the City in connection with the financing of the 2021A Project and certain related matters;

WHEREAS, the 2021A Certificates were executed and delivered as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement, and evidence direct undivided interests in the lease payments made by the City under the Original Project Lease, as supplemented by the First Supplement to Project Lease, the Second Supplement to Project Lease, the Third Supplement to Project Lease, the Fourth Supplement to Project Lease and the Fifth Supplement to Project Lease, on a parity basis with the then-outstanding 2012A Certificates and the outstanding 2019-R1 Certificates and 2020-R1 Certificates;

WHEREAS, in order to provide funds to (i) finance and refinance certain capital improvement, affordable housing and community facilities development projects within the City, including site acquisition, demolition and site preparation, design work, construction, repairs, renovations, improvements and the equipment of such facilities, and (ii) retire certain commercial paper notes of the City issued for such purposes (collectively, the “2023A Project”), the Trustee executed and delivered a series of certificates of participation captioned “\$103,410,000 City and County of San Francisco Certificates of Participation, Series 2023A (Affordable Housing and Community Facilities Projects) (Federally Taxable)” (the “2023A Certificates”) under the Sixth Supplement to Trust Agreement dated as of November 1, 2023 (the “Sixth Supplement to Trust Agreement”), which Sixth Supplement to Trust Agreement supplemented the Original Trust Agreement, as previously supplemented;

WHEREAS, in connection with the execution and delivery of the 2023A Certificates, pursuant to Section 5 of the Original Property Lease, the City and the Trustee entered into a Sixth Supplement to Property Lease, dated as of November 1, 2023 (the “Sixth Supplement to Property Lease”), supplementing and amending the Original Property Lease, as previously supplemented, to provide for additional or adjusted rental to be paid by the Trustee in connection with the financing of the 2023A Project and certain related matters;

WHEREAS, in connection therewith, under Section 3.2 of the Original Project Lease, the City and the Trustee simultaneously entered into a Sixth Supplement to Project Lease, dated as of November 1, 2023, by and between the City and the Trustee (the “Sixth Supplement to Project Lease”), supplementing and amending the Original Project Lease, as previously supplemented, to provide for additional or adjusted Base Rental to be paid by the City in connection with the financing of the 2023A Project and certain related matters;

WHEREAS, the 2023A Certificates were executed and delivered as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement, and evidence direct undivided interests in the lease payments made by the City under the Original Project Lease, as supplemented by the First Supplement to Project Lease, the Second Supplement to Project Lease, the Third Supplement to Project Lease, the Fourth Supplement to Project Lease, the Fifth Supplement to Project Lease, the Sixth Supplement to Project Lease and the Seventh Supplement to Project Lease (as defined hereinbelow), on a parity basis with the outstanding 2012A Certificates, the outstanding 2019-R1 Certificates, the outstanding 2020-R1 Certificates, the outstanding 2021A Certificates and the 2023B Certificates executed and delivered, concurrently with the 2023A Certificates, as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement and the Seventh Supplement to Trust Agreement (as defined hereinbelow);

WHEREAS, in order to provide funds to (i) finance and refinance certain capital improvement projects within the City, including but not limited to certain projects within the City’s capital plan, generally consisting of critical repairs, renovations and improvements to City-owned buildings, facilities, streets and works utilized by various City departments, and local economic stimulus projects, generally consisting of repairs, renovations, improvements and street reconstruction, repaving and other improvements designed to help build a more resilient and equitable San Francisco as part of the City’s recovery from the COVID-19 pandemic, and (ii) retire certain commercial paper notes of the City issued for such purposes (collectively, (the “2023B Project”), the Trustee executed and delivered a series of certificates of participation captioned \$80,040,000 City and County of San Francisco Certificates of Participation, Series 2023B (Multiple Capital Improvement Projects)” (the “2023B Certificates”) under a Seventh Supplement to Trust Agreement dated as of November 1, 2023 (the “Seventh Supplement to Trust Agreement”), which Seventh Supplement to Trust Agreement supplemented the Original Trust Agreement, as previously supplemented;

WHEREAS, in connection with the execution and delivery of the 2023B Certificates, pursuant to Section 5 of the Original Property Lease, the City and the Trustee entered into a Seventh Supplement to Property Lease, dated as of November 1, 2023 (the “Seventh Supplement to Property Lease”), supplementing and amending the Original Property Lease, as previously supplemented, to provide for additional or adjusted rental to be paid by the Trustee in connection with the financing of the 2023B Project and certain related matters;

WHEREAS, in connection therewith, under Section 3.2 of the Original Project Lease, the City and the Trustee simultaneously entered into a Seventh Supplement to Project Lease, dated as of November 1, 2023, by and between the City and the Trustee (the “Seventh Supplement to Project Lease”), supplementing and amending the Original Project Lease, as previously supplemented, to provide for additional or adjusted Base Rental to be paid by the City in connection with the financing of the 2023B Project and certain related matters;

WHEREAS, the 2023B Certificates were executed and delivered as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement, and evidence direct undivided interests in the lease payments made by the City under the Original Project Lease, as supplemented by the First Supplement to Project Lease, the Second Supplement to Project Lease, the Third Supplement to Project Lease, the Fourth Supplement to Project Lease, the Fifth Supplement to Project Lease, the Sixth Supplement to Project Lease and the Seventh Supplement to Project Lease, on a parity basis with the outstanding 2012A Certificates, the outstanding 2019-R1 Certificates, the outstanding 2020-R1 Certificates, the outstanding 2021A Certificates, and the 2023A Certificates executed and delivered, concurrently with the 2023B Certificates, as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement and the Sixth Supplement to Trust Agreement;

WHEREAS, the City and U.S. Bank National Association, as trustee (as succeeded by U.S. Bank Trust Company, National Association, “2014-R2 Trustee”), previously entered into (i) a Facilities Lease, dated as of April 1, 2014 (the “2014-R2 Facilities Lease”), pursuant to which the City leased certain City-owned real property located on the Laguna Honda Hospital campus within the City, having the address 375 Woodside Avenue and generally known as the City’s Juvenile Detention Center, and all improvements thereon (the “2014-R2 Leased Property”) to the 2014-R2 Trustee; (ii) a Lease Agreement, dated as of April 1, 2014 (the “2014-R2 Lease Agreement”), pursuant to which the 2014-R2 Trustee leased the 2014-R2 Leased Property back to the City;

WHEREAS, the City previously caused the execution and delivery of the City and County of San Francisco Refunding Certificates of Participation, Series 2014-R2 (Juvenile Hall Project) (the “2014-R2 Certificates”) pursuant to a Trust Agreement, dated as of April 1, 2014, by and between the City and the 2014-R2 Trustee (the “2014-R2 Trust Agreement”), which 2014-R2 Certificates evidence direct undivided interests in the lease payments made by the City under the 2014-R2 Lease Agreement;

WHEREAS, the City and U.S. Bank National Association, as trustee (as succeeded by U.S. Bank Trust Company, National Association, “2015AB Trustee”), previously entered into (i) a Property Lease, dated as of July 1, 2015 (the “2015AB Property Lease”), pursuant to which the City leased certain City-owned real property located at 401 Van Ness Avenue within the City and all improvements thereon, generally known as the War Memorial Veterans Building (the “2015AB Leased Property”), to the 2015AB Trustee and (ii) a Project Lease, dated as of July 1, 2015 (the “2015AB Project Lease”), pursuant to which the 2015AB Trustee leased the 2015AB Leased Property back to the City;

WHEREAS, the City previously caused the execution and delivery of the (i) City and County of San Francisco Certificates of Participation, Series 2015A (Tax-Exempt) (War Memorial Veterans Building Seismic Upgrade and Improvements) (the “2015A Certificates”) and (ii) City



and County of San Francisco Certificates of Participation, Series 2015B (Federally Taxable) (War Memorial Veterans Building Seismic Upgrade and Improvements) (the “2015B Certificates”), each pursuant to a Trust Agreement, dated as of July 1, 2015, by and between the City and the 2015AB Trustee (the “2015AB Trust Agreement”), which 2015A Certificates evidence direct undivided interests in a proportional amount of the lease payments made by the City under the 2015AB Lease Agreement;

WHEREAS, the City and U.S. Bank National Association, as trustee (as succeeded by U.S. Bank Trust Company, National Association, “2015-R1 Trustee”), previously entered into (i) a Facilities Lease, dated as of October 1, 2015 (the “2015-R1 Facilities Lease”), pursuant to which the City leased certain City-owned real property located at One South Van Ness Avenue within the City and all improvements thereon (the “2015-R1 Leased Property”) to the 2015-R1 Trustee and (ii) a Lease Agreement, dated as of October 1, 2015 (the “2015-R1 Lease Agreement”), pursuant to which the 2015-R1 Trustee has leased the 2015-R1 Leased Property back to the City;

WHEREAS, the City previously caused the execution and delivery of the City and County of San Francisco Refunding Certificates of Participation, Series 2015-R1 (City Office Buildings – Multiple Properties Project) (the “2015-R1 Certificates”) pursuant to a Trust Agreement, dated as of October 1, 2015, by and between the City and the 2015-R1 Trustee, which 2015-R1 Certificates evidence direct undivided interests in the lease payments made by the City under the 2015-R1 Lease Agreement;

WHEREAS, in order to provide funds for the prepayment of the then-outstanding 2012A Certificates, 2014-R2 Certificates, 2015A Certificates and 2015-R1 Certificates, the Trustee executed and delivered a series of refunding certificates of participation captioned “\$214,585,000 City and County of San Francisco Refunding Certificates of Participation, Series 2024-R1 (Multiple Capital Improvement Projects)” (the “2024-R1 Certificates”) under an Eighth Supplement to Trust Agreement dated as of May 1, 2024 (the “Eighth Supplement to Trust Agreement”), which Eighth Supplement to Trust Agreement supplemented the Original Trust Agreement, as previously supplemented;

WHEREAS, by the issuance of the 2024-R1 Certificates and the defeasance of the 2012A Certificates, 2014-R2 Certificates, 2015A Certificates and 2015-R1 Certificates on the date of such issuance, the City refinanced and fully prepaid the City’s obligations under (i) the 2014-R2 Facilities Lease, including but not limited to its obligation to pay Base Rental thereunder, and, upon such prepayment of such Base Rental payments, (A) the 2014-R2 Facilities Lease, the 2014-R2 Lease Agreement, the 2014-R2 Trust Agreement and related agreements will terminate in accordance with their terms and (B) title to the 2014-R2 Leased Property will vest in the City, and, to evidence the foregoing, the City and the 2014-R2 Trustee shall cause to be executed, delivered and recorded in the official records of the City and County of San Francisco, California, a Termination Agreement by and between the City and the 2014-R2 Trustee; and (ii) the 2015-R1 Facilities Lease, including but not limited to its obligations to pay Base Rental thereunder, and, upon such prepayment of such Base Rental payments, (A) the 2015-R1 Facilities Lease, the 2015-R1 Lease Agreement, the 2015-R1 Trust Agreement and related agreements terminated in accordance with their terms, and (B) title to the 2015-R1 Leased Property vested in the City, and to evidence the foregoing, the City and the 2015-R1 Trustee caused to be executed, delivered and recorded (as instrument number 2024-040426) in the official records of the City and County of

San Francisco, California, that certain Termination Agreement by and between the City and the 2015-R1 Trustee, dated May 23, 2024;

WHEREAS, in connection with the execution and delivery of the 2024-R1 Certificates, pursuant to Section 5 of the Original Property Lease, the City and the Trustee entered into an Eighth Supplement to Property Lease, dated as of May 1, 2024 (the “Eighth Supplement to Property Lease”), supplementing the Original Property Lease, as previously supplemented, to (i) supplement the Leased Property subject thereto, pursuant to the Leased Property Amendment Provisions, by adding certain additional facilities and the land underlying such facilities located at One South Van Ness Avenue in the City, and all works, property, improvements, structures and fixtures therein and thereon (the “2024 Additional Leased Property” and, together with the 2021 Leased Property, the “2024 Leased Property”), (ii) provide for the lease of the 2024 Leased Property by the City to the Trustee and (iii) provide for additional or adjusted rental to be paid by the Trustee in connection with the prepayment of the 2012A Certificates, 2014-R2 Certificates, 2015A Certificates and 2015R1 Certificates, and certain related matters;

WHEREAS, in connection therewith, under Section 3.2 of the Original Project Lease, the City and the Trustee simultaneously entered into an Eighth Supplement to Project Lease, dated as of May 1, 2024 (the “Eighth Supplement to Project Lease”), supplementing the Original Project Lease, as previously supplemented, to (i) supplement the 2021 Leased Property, pursuant to the Leased Property Amendment Provisions, by adding the 2024 Additional Leased Property to the 2021 Leased Property subject thereto, (ii) provide for the lease of the 2024 Leased Property by the Trustee back to the City and (iii) provide for additional or adjusted Base Rental to be paid by the City in connection with the prepayment of the 2012A Certificates, 2014-R2 Certificates, 2015A Certificates and 2015-R1 Certificates, and certain related matters;

WHEREAS, the 2024-R1 Certificates were executed and delivered as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement, and evidence direct undivided interests in the lease payments made by the City under the Original Project Lease, as supplemented by the First Supplement to Project Lease, the Second Supplement to Project Lease, the Third Supplement to Project Lease, the Fourth Supplement to Project Lease, the Fifth Supplement to Project Lease, the Sixth Supplement to Project Lease, the Seventh Supplement to Project Lease and the Eighth Supplement to Project Lease on a parity basis with the outstanding 2019-R1 Certificates, the outstanding 2020-R1 Certificates, the outstanding 2021A Certificates, the outstanding 2023A Certificates and the outstanding 2023B Certificates; and

WHEREAS, in order to provide funds for (i) the acquisition of certain real property located within the City for City purposes and the improvement and equipping of certain existing real property and improvements owned and maintained by the City, including but not limited to the projects known as the Tom Waddell Homeless Services Center, Laguna Honda Hospital Wings K&M Reuse Project, and AITC Immunization and Travel Clinic Relocation, and San Francisco General Hospital Chiller & Cooling Tower Replacement Project, and adjacent and related facilities, including through the retirement of certain commercial paper notes of the City issued for such purposes (collectively, the “2024A Project”), the Trustee executed and delivered a series of certificates of participation captioned “\$123,345,000 City and County of San Francisco Certificates of Participation, Series 2024A (Multiple Capital Improvement Projects)” (the “2024A

Certificates”) under a Ninth Supplement to Trust Agreement dated as of November 1, 2024 (the “Ninth Supplement to Trust Agreement”);

WHEREAS, in connection with the execution and delivery of the 2024A Certificates, pursuant to Section 5 of the Original Property Lease, the City and the Trustee entered into a Ninth Supplement to Property Lease, dated as of November 1, 2024 (the “Ninth Supplement to Property Lease”), supplementing the Original Property Lease to provide for additional or adjusted rental to be paid by the Trustee in connection with the financing of the 2024A Project and certain related matters;

WHEREAS, in connection therewith, under Section 3.2 of the Original Project Lease, the City and the Trustee simultaneously entered into a Ninth Supplement to Project Lease, dated as of November 1, 2024, by and between the City and the Trustee (the “Ninth Supplement to Project Lease”), supplementing the Original Project Lease to provide for additional or adjusted Base Rental to be paid by the City in connection with the financing of the 2024 Project and certain related matters;

WHEREAS, the 2024A Certificates were executed and delivered as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement, and evidence direct undivided interests in the lease payments made by the City under the Original Project Lease, as supplemented by the First Supplement to Project Lease, the Second Supplement to Project Lease and the Third Supplement to Project Lease, the Fourth Supplement to Project Lease, the Fifth Supplement to Project Lease, the Sixth Supplement to Project Lease, the Seventh Supplement to Project Lease, the Eighth Supplement to Project Lease and the Ninth Supplement to Project Lease on a parity basis with the outstanding 2019-R1 Certificates, the outstanding 2020-R1 Certificates, the outstanding 2021A Certificates, the outstanding 2023A Certificates, the outstanding 2023B Certificates and the outstanding 2024-R1 Certificates;

WHEREAS, the City and U.S. Bank National Association, as trustee (as succeeded by U.S. Bank Trust Company, National Association, “2017B Project Trustee”), previously entered into (i) a Facilities Lease, dated as of July 1, 2017 (the “2017B Facilities Lease”), pursuant to which the City leased certain City-owned real property located within the City, having the address 747 Howard Street and generally known as the Moscone Convention Center, and all improvements thereon (the “2017B Leased Property”) to the 2017B Project Trustee; (ii) a Lease Agreement, dated as of July 1, 2017 (the “2017B Lease Agreement”), pursuant to which the 2017B Project Trustee leased the 2017B Leased Property back to the City;

WHEREAS, the City previously caused the execution and delivery of the City and County of San Francisco Certificates of Participation, Series 2017B (Moscone Convention Center Expansion Project) (the “2017B Certificates”) pursuant to a Trust Agreement, dated as of July 1, 2017 (the “2017B Trust Agreement”), by and between the City and U.S. Bank National Association (as succeeded by U.S. Bank Trust Company, National Association), as trustee (the “2017B Trustee”), which 2017B Certificates evidence direct undivided interests in the lease payments made by the City under the 2017B Lease Agreement;

WHEREAS, in order to provide funds for the prepayment of the then-outstanding 2017B Certificates, the Trustee will execute and deliver a series of refunding certificates of participation

captioned “\$[2025R Par] City and County of San Francisco Refunding Certificates of Participation, Series 2025R (Multiple Capital Improvement Projects)” (the “2025R Certificates”) under a Tenth Supplement to Trust Agreement dated as of September 1, 2025 (the “Tenth Supplement to Trust Agreement”), which Tenth Supplement to Trust Agreement supplements the Original Trust Agreement, as previously supplemented;

WHEREAS, by the issuance of the 2025R Certificates and the defeasance of the 2017B Certificates, on the date of such issuance, the City will refinance and fully prepay the City’s obligations under (i) the 2017B Facilities Lease, including but not limited to its obligation to pay Base Rental thereunder, and, upon such prepayment of such Base Rental payments, (A) the 2017B Facilities Lease, the 2017B Lease Agreement, the 2017B Trust Agreement and related agreements will terminate in accordance with their terms and (B) title to the 2017B Leased Property will vest in the City, and, to evidence the foregoing, the City and the 2017B Project Trustee shall cause to be executed, delivered and recorded in the official records of the City and County of San Francisco, California, a Termination Agreement by and between the City and the 2017B Project Trustee, dated [\_\_\_\_], 2025;

WHEREAS, in connection with the execution and delivery of the 2025R Certificates, the City and the Trustee are entering into a Tenth Supplement to Property Lease, dated as of September 1, 2025 (the “Tenth Supplement to Property Lease”), supplementing the Original Property Lease to provide for additional rental to be paid by the Trustee in connection with the financing of the 2025R Project and certain related matters;

WHEREAS, in connection therewith, the City and the Trustee are simultaneously entering into this Tenth Supplement to Project Lease, dated as of September 1, 2025 (the “Tenth Supplement to Project Lease”), supplementing the Original Project Lease to provide for additional Base Rental to be paid by the City in connection with the financing of the 2025R Project and certain related matters;

WHEREAS, the 2025R Certificates are being executed and delivered as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement, and evidence direct undivided interests in the lease payments made by the City under the Original Project Lease, as supplemented by the First Supplement to Project Lease, the Second Supplement to Project Lease, the Third Supplement to Project Lease, the Fourth Supplement to Project Lease, the Fifth Supplement to Project Lease, the Sixth Supplement to Project Lease, the Seventh Supplement to Project Lease and the Eighth Supplement to Project Lease, on a parity basis with the outstanding 2019-R1 Certificates, the outstanding 2020-R1 Certificates, the outstanding 2021A Certificates, the outstanding 2023A Certificates, the outstanding 2023B Certificates, the outstanding 2024-R1 Certificates and the outstanding 2024A Certificates;

WHEREAS, the Fourth Supplement to Project Lease, to which the Original Project Lease, the First Supplement to Project Lease, the Second Supplement to Project Lease and the Third Supplement to Project Lease were appended, the Fifth Supplement to Project Lease, the Sixth Supplement to Project Lease, the Seventh Supplement to Project Lease, the Eighth Supplement to Project Lease and the Ninth Supplement to Project Lease have been recorded in the Official Records of San Mateo County, and the recording information for the recorded Fourth Supplemental to Project Lease, to which the Original Project Lease, the First Supplement to Project

Lease, the Second Supplement to Project Lease and the Third Supplement to Project Lease were appended, the Fifth Supplement to Project Lease, the Sixth Supplement to Project Lease, the Seventh Supplement to Project Lease, the Eighth Supplement to Project Lease and the Ninth Supplement to Project Lease is referenced in Exhibit C hereto; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to supplement and amend the Original Project Lease, as previously supplemented, as follows:

**Section 1. Amendment to Original Project Lease Relating to Site and Leased Property.** The Original Project Lease, as previously supplemented and amended by the First Supplement to Project Lease, the Second Supplement to Project Lease, the Third Supplement to Project Lease, the Fourth Supplement to Project Lease, the Fifth Supplement to Project Lease, the Sixth Supplement to Project Lease, the Seventh Supplement to Project Lease, the Eighth Supplement to Project Lease and the Ninth Supplement to Project Lease is hereby further supplemented and amended to replace Exhibit A thereto with Exhibit A hereto, and the term “Site” as set forth in the Original Property Lease, as previously supplemented and amended, is hereby amended to include the Site described in the Original Property Lease, as previously supplemented and amended, and such additional real property, if any, described in Exhibit A attached hereto, inclusive (which Site shall consist, upon the execution, delivery and recording of this Tenth Supplement to Project Lease, of four sites, as shown on Exhibit A hereto). For clarity, the term “Leased Property” in the Project Lease, as previously modified and as modified by the terms of this Tenth Supplement to Project Lease, shall continue to have the meaning set forth in the Original Project Lease, which definition by its terms includes such modifications thereto made by the Fourth Supplement to Project Lease, by the Fifth Supplement to Project Lease, by the Eighth Supplement to Project Lease and by this Tenth Supplement to Project Lease.

**Section 2. Base Rental.** The City agrees to pay, from any legally available funds, additional aggregate Base Rental in the amounts set forth under the caption “Base Rental Schedule” in Exhibit B hereto, which constitutes the principal and interest represented by the 2025R Certificates. The additional Base Rental consists of annual rental payments with principal and interest components, the interest components being paid semiannually as interest on the principal components computed on the basis of a 360-day year composed of twelve 30-day months. The Base Rental payable by the City shall be due on April 1 and October 1 in each year and payable on each March 25 and September 25 during the Project Lease Term, commencing [March 25, 2026]. Such Base Rental provided in this Section 2 and Exhibit B hereto is supplemental to the amounts due as provided in Section 1 and Exhibit A of the Third Supplement to Project Lease, to the amounts due as provided in Section 2 and Exhibit A of the Fourth Supplement to Project Lease, to the amounts due as provided in Section 2 and Exhibit A of the Fifth Supplement to Project Lease, to the amounts due as provided in Section 1 and Exhibit A of the Sixth Supplement to Project Lease, to the amounts due as provided in Section 1 and Exhibit A of the Seventh Supplement to Project Lease, to the amounts due as provided in Section 1 and Exhibit A of the Eighth Supplement to Project Lease, to the amounts due as provided in Section 1 and Exhibit A of the Ninth Supplement to Project Lease.

The City shall deposit the Base Rental with the Trustee for application by the Trustee in accordance with the terms of the Original Trust Agreement. If any such date of deposit is not a

Business Day, such deposit shall be made on the next succeeding Business Day. In no event shall the amount of Base Rental payable exceed the aggregate amount of principal and interest required to be paid or prepaid on the corresponding Interest Payment Date as represented by the Outstanding Certificates, according to their tenor.

The City has determined that such total rental in any Fiscal Year is not and will not be in excess of the total fair rental value of the Leased Property for such Fiscal Year. In making such determination, consideration has been given to the uses and purposes served by the Leased Property and the benefits therefrom that will accrue to the parties by reason of this Tenth Supplement to Project Lease and to the general public by reason of the City's lease and use of the Leased Property.

**Section 3. Amendment and Restatement of the Second Paragraph of Section 2 of the Original Project Lease Relating to Project Lease Term.** The Second Paragraph of Section 2 of the Original Project Lease is hereby amended and restated as follows: The term of the Project Lease shall begin on May 27, 2009, and end on the earliest of

(a) [April 1, 20\_\_], or

(b) at such earlier date as the Certificates and all other amounts due hereunder and under the Trust Agreement have been paid or provision for their payment have been made in accordance with Section 11.01 of the Trust Agreement, or

(c) the date of termination of the Project Lease due to casualty or condemnation in accordance with the terms of Section 5 or 6 of the Project Lease;

provided, however, that, to the extent permitted by law, if Base Rental has been abated in any year in accordance with Section 3.5 of the Project Lease or has otherwise gone unpaid in whole or in part, the term of the Project Lease shall end on the earlier of the date falling 10 years after the date set forth in subparagraph (a) above, or [April 1, 20\_\_], or the date on which no Certificates remain Outstanding and all Additional Rental has been paid.

**Section 4. Original Project Lease Still in Effect.** This Tenth Supplement to Project Lease and all the terms and provisions herein contained shall form part of the Original Project Lease, as previously supplemented by the First Supplement to Project Lease, the Second Supplement to Project Lease, the Third Supplement to Project Lease, the Fourth Supplement to Project Lease, the Fifth Supplement to Project Lease, the Sixth Supplement to Project Lease, the Seventh Supplement to Project Lease, the Eighth Supplement to Project Lease, and the Ninth Supplement to Project Lease as fully and with the same effect as if all such terms and provisions had been set forth in the Original Project Lease. The Original Project Lease, as previously supplemented by the First Supplement to Project Lease, the Second Supplement to Project Lease, the Third Supplement to Project Lease, the Fourth Supplement to Project Lease, the Fifth Supplement to Project Lease, the Sixth Supplement to Project Lease, the Seventh Supplement to Project Lease, the Eighth Supplement to Project Lease and the Ninth Supplement to Project Lease, is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

**Section 5. Insurance.** A new Section 4.3 (1) is hereby added to Section 4.3 of the Original Project Lease as follows:

(a) The City shall deliver to the Trustee, on the date of execution and delivery of the 2025R Certificates, evidence of the commitment of a title insurance company to issue a CLTA or ALTA policy of title insurance (with no survey required) with respect to the additional Leased Property identified in Exhibit A-1 attached hereto, which policy, when combined with the policy of title insurance issued in connection with the issuance and delivery of the 2019-R1 Certificates, the policy of title insurance issued in connection with the issuance and delivery of the 2020-R1 Certificates, the policy of title insurance issued in connection with the issuance and delivery of the 2021A Certificates, the policy of title insurance issued in connection with the issuance and delivery of the 2023A Certificates, the policy of title insurance issued in connection with the issuance and delivery of the 2023B Certificates, the policy of title insurance issued in connection with the issuance and delivery of the 2024-R1 Certificates and the policy of title insurance issued in connection with the issuance and delivery of the 2024A Certificates, shall be in an aggregate amount at least equal to the initial aggregate principal amount of the 2025R Certificates and the then-outstanding aggregate principal amounts of the 2019-R1 Certificates, the 2020-R1 Certificates, the 2021A Certificates, the 2023A Certificates, the 2023B Certificates, the 2024R1 Certificates and the 2024A Certificates, inclusive, showing a leasehold interest in such additional Leased Property in the name of the Trustee and naming the insured parties as the City and the Trustee, for the benefit of the Owners of the 2025R Certificates and the then-Outstanding aggregate principal amounts of the 2019-R1 Certificates, the 2020-R1 Certificates, the 2021A Certificates, the 2023A Certificates, the 2023B Certificates, the 2024-R1 Certificates and the 2025R Certificates.

**Section 6. Governing Law.** This Tenth Supplement to Project Lease shall be governed by and construed in accordance with the laws of the State of California.

**Section 7. Counterparts.** This Tenth Supplement to Project Lease may be signed in several counterparts, each of which will constitute an original, but all of which shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Tenth Supplement to Project Lease as of the date first above written.

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION, as  
Trustee

By: \_\_\_\_\_  
Authorized Signatory

CITY AND COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_  
Controller

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

DAVID CHU  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

*[Signature page to Tenth Supplement to Project Lease — City and County of San Francisco  
Certificates of Participation Series 2025R]*

\$[2025R Par] City and County of San Francisco  
Refunding Certificates of Participation, Series 2025R  
(Multiple Capital Improvement Projects)



**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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 \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officerpersonally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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 \_\_\_\_\_  
Signature of Notary Public*Place Notary Seal and/or Stamp Above***OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner - ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner - ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Tenth Supplement to Project Lease as of the date first above written.

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION, as  
Trustee

By: \_\_\_\_\_  
Authorized Signatory

CITY AND COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_  
Greg Wagner  
Controller

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

DAVID CHU  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

*[Signature page to Tenth Supplement to Project Lease — City and County of San Francisco  
Certificates of Participation Series 2025R]*

§[2025R Par] City and County of San Francisco  
Refunding Certificates of Participation, Series 2025R  
(Multiple Capital Improvement Projects)

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.

Signature: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE BY CITY AND COUNTY OF SAN FRANCISCO**

This is to certify that the interest in real property conveyed by the Tenth Supplement to Project Lease, dated as of September 1, 2025, from U.S. Bank Trust Company, National Association to the City and County of San Francisco, a charter city and county and municipal corporation, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to authority conferred by Ordinance \_\_\_\_ - \_\_\_\_ of the Board of Supervisors adopted by the Board of Supervisors on \_\_\_\_\_, 2025, and signed by the Mayor on \_\_\_\_\_, 2025, and the grantee consents to recordation thereof.

Dated: [\_\_\_\_], 2025

**CITY AND COUNTY OF SAN FRANCISCO**

By: \_\_\_\_\_  
Greg Wagner  
Controller

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

DAVID CHU  
CITY ATTORNEY

By: \_\_\_\_\_  
Deputy City Attorney

*[Signature page to City's Certificate of Acceptance — Tenth Supplement to Project Lease — City and County of San Francisco Refunding Certificates of Participation Series 2025R]*

§[2025R Par] City and County of San Francisco  
Refunding Certificates of Participation, Series 2025R  
(Multiple Capital Improvement Projects)

## EXHIBIT A

### A-1

#### DESCRIPTION OF THE SITES

##### Parcel One:

The sites consisting of the footprints of those certain buildings known as the Pavilion building (formerly known as the Link building), the North Residence building (formerly known as the East Residence building) and the South Residence building, each located on a portion of the real property described below and shown on the Site Plan attached to the lease(s) referenced in Exhibit C hereto, including all rights of access reasonably necessary to enter, leave and make reasonable use of such buildings. Such sites and rights of access are located on a portion of those parcels of land in the City and County of San Francisco, State of California, described as follows (as Parcel One on the succeeding page).

##### Parcel Two:

The site of the property generally known as the San Bruno Complex (County Jail No. 3), 1 Moreland Drive, San Bruno, California 94006 located on the real property described as follows (as Parcel Two on the succeeding page).

##### Parcel Three:

The site of the property generally known as One South Van Ness Avenue, One South Van Ness Avenue, San Francisco, California 94112 located on the real property described as follows (as Parcel Three on the succeeding pages).

##### Parcel Four:

The site of the property generally known as the Moscone Convention Center, 747 Howard Street, San Francisco, California 94103 located on the real property described as follows (as Parcel Four on the succeeding pages).

LEGAL DESCRIPTIONS OF THE SITES

Parcel One:

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

The sites consisting of the footprints of those certain buildings shown as the Pavilion building (formerly known as the Link building), the North Residence building (formerly known as the East Residence building) and the South Residence building, each located on a portion of the real property described below and shown on the Site Plan attached to the lease(s) referenced in Exhibit C hereto, including all rights of access reasonably necessary to enter, leave and make reasonable use of such buildings. Such sites and rights of access are located on a portion of those parcels of land in the City and County of San Francisco, State of California, described as follows:

All that certain real property as shown on Record of Survey No. 5617, recorded May 26, 2009 as Instrument No. 09-1769617-00, in Book CC of Survey Maps at Page 143, in the Office of the County Recorder of San Francisco County said real property more particularly described as follows:

Beginning at Southwest corner of that certain map entitled "Midtown Terrace Subdivision No. 3" recorded July 27, 1955 in Book R of Maps, Page 68 in the Office of the Recorder of said San Francisco County; Thence,

North 89° 54' 00" East, 485.75 feet to the beginning of a non-tangent curve, concave to the Northeast, with a radius of 25.00 feet, whose radius point bears North 35° 01' 01" East; thence,

Southeasterly along said curve 15.32 feet, through a central angle of 35°07'01"; thence,

North 89° 54' 00" East, 179.19 feet to the beginning of a curve, concave to the Southwest with a radius of 15.00 feet; thence,

Southeasterly along said curve 23.30 feet, through a central angle of 88° 59' 45" to a point on the Westerly line of Panorama Drive (60.00 feet wide), said point also being the beginning of a reverse curve, concave to the Northeast with a radius of 280.00 feet; thence,

Southeasterly along said curve 175.42 feet, through a central angle of 35° 53' 45"; thence,

Continuing along said Westerly line, South 37 ° 00' 00" East, 58.45 feet; thence,

Leaving said Westerly line, South 89° 50' 26" West, 433.99 feet; thence,

South 25° 07' 46" West, 742.14 feet to a point on the North line of Woodside Avenue (80.00 feet wide); thence,

Along said North line, North 53° 52' 14" West 54.59 feet to the beginning of a curve, concave to the South with a radius of 148.50 feet; thence,

Westerly along said curve 48.61 feet through a central angle of 18° 45' 20"; thence,

Leaving said North line, North 17° 22' 26" East 137.50 feet; thence,

North 72° 37' 34" West 350.00 feet; thence,

South 17° 22' 26" West 137.50 feet to a point on said North line of Woodside Avenue; thence,  
 Along said North line, North 72° 37' 34" West 64.98 feet to the beginning of a curve, concave to the South with a radius of 80.00 feet; thence,  
 Westerly along said curve 3.36 feet, through a central angle of 2° 24' 20"; thence,  
 North 75° 01' 54" West 130.76 feet to the beginning of a curve, concave to the South with a radius of 80.00 feet; thence,  
 Westerly along said curve 4.61 feet through a central angle of 3° 18' 02"; thence,  
 North 78° 19' 56" West 351.04 feet to the beginning of a curve, concave Southerly with a radius of 293.09 feet; thence,  
 Westerly along said curve 60.78 feet through a central angle of 11° 52' 58"; thence,  
 South 89° 47' 06" West 138.66 feet to the beginning of a curve, concave to the Northeast with a radius of 53.00 feet; thence,  
 Northwesterly along said curve 50.88 feet through a central angle of 55° 00' 04" (transitioning to the Easterly line of Laguna Honda Boulevard (variable width)); thence,  
 Along said Easterly line, North 35° 12' 50" West 95.18 feet to the beginning of a curve, concave to the East with a radius of 60.00 feet; thence,  
 Northerly along said curve 48.84 feet through a central angle of 46° 38' 28" to a non-tangent line; thence,  
 North 41° 12' 27" East 61.00 feet to the beginning of a curve, concave Westerly with a radius of 217.76 feet; thence,  
 Northerly along said curve 253.29 feet through a central angle of 66° 38' 49" to the beginning of a reverse curve, concave to the East with a radius of 111.00 feet; thence,  
 Northerly along said curve 54.55 through a central angle of 28° 09' 23" to the beginning of a reverse curve, concave to the West with a radius of 74.00 feet; thence,  
 Northwesterly along said curve 73.95 feet through a central angle of 57° 15' 24"; thence, North 54° 32' 22" West 112.03 feet; thence,  
 North 39° 19' 20" West 515.88 feet to the beginning of a curve, concave to the Northeast with a radius of 550.00 feet; thence,  
 Northerly along said curve 191.99 feet through a central angle of 20° 00' 00"; thence,  
 North 19° 19' 20" West 223.38 feet to the beginning of a curve, concave to the Southwest with a radius of 709.99 feet; thence,  
 Northwesterly along said curve 232.44 feet through a central angle of 18° 45' 27" to the beginning of a reverse curve, concave to the Southeast with a radius of 70.00 feet; thence,  
 Northerly along said curve 120.35 feet (transitioning to the Southerly line of Clarendon Avenue (variable width) to the beginning of a compound curve concave to the South with a radius of 328.22 feet; thence,  
 Northeasterly along said curve 133.28 feet through a central angle of 23° 15' 58"; thence,

North  $83^{\circ} 41' 44''$  East 429.27 feet to the beginning of a curve, concave to the South with a radius of 233.58 feet; thence,

Southeasterly along said curve 109.19 feet through a central angle of  $26^{\circ} 47' 00''$ ; thence, South  $69^{\circ} 3' 16''$  East 176.45 feet; thence,

Leaving said Southerly line of Clarendon Avenue, South  $44^{\circ} 45' 48''$  East 463.19 feet; thence,

North  $89^{\circ} 41' 23''$  East 722.81 feet to the Westerly line of said Midtown Terrace; thence,

South  $0^{\circ} 09' 51''$  East 771.80 feet to the point of beginning of this description.



**APN: Lot 007, Block 2842**

**Parcel Two:**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**Parcel A:**

Beginning at the point of intersection of the Southerly boundary of Sharp Park; as Conveyed to the City and County of San Francisco by Deed from Adolph B. Spreckels, dated March 31, 1916 and recorded December 12, 1916, in Book 258 of Deeds, at Page 389 and by Deed from Samuel G. Murphy, dated June 6, 1917 and recorded July 23, 1917 in Book 263 of Deeds, at Page 475, Records of San Mateo County, and the Southwesterly boundary of the property of Jersey Farm Company, as said point is defined by a granite monument at the intersection of fence lines and running thence Northwesterly along the Northeasterly boundary of Sharp Park, North 31° 20' 00" West 2618.22 feet; thence East 421.66 feet; thence North 24° 26' 31" East 294.13 feet; thence North 27° 59' 56" East 429.61 feet; thence North 71° 53' 26" East 156.58 feet; thence South 63° 20' 42" East 245.31 feet; thence South 89° 52' 42" East 386.25 feet; thence North 57° 17' 52" East 227.14 feet; thence North 87° 58' 09" East 274.78 feet; thence North 58° 48' 53" East 259.57 feet; thence South 49° 22' 40" East 166.75 feet; thence South 70° 11' 59" East 122.08 feet; thence North 67° 02' 00" East 167.11 feet; thence South 31° 04' 55" East 785.79 feet; thence South 43° 47' 53" East 184.42 feet; thence South 68° 49' 00" East 160.41 feet; thence North 72° 17' 52" East 117.20 feet; thence North 57° 14' 42" East 399.79 feet; thence North 64° 02' 54" East 139.70 feet; thence South 6° 23' 45" East 340.78 feet; thence South 22° 04' 52" West 356.20 feet; thence South 11° 07' 04" West 237.69 feet; thence South 25° 38' 07" East 300.91 feet; thence South 36° 16' 36" East 992.17 feet; thence South 8° 06' 39" West 201.0 feet; thence South 70° 17' 32" West 217.72 feet; thence South 50° 26' 14" West 153.55 feet; thence South 22° 06' 38" West 95.32 feet; thence South 6° 56' 53" East 133.52 feet; thence South 26° 54' 30" East 135.99 feet; thence South 33° 03' 27" East 218.14 feet; thence South 9° 07' 12" East 164.60 feet; thence South 64° 50' 04" West 430.05 feet; thence North 83° 29' 43" West 2201.00 feet; thence North 31° 20' 00" West 599.48 feet to the point of beginning. Being a portion of the San Pedro Rancho and of the Buri Buri Rancho.

Excepting Therefrom that property granted to the United States of America by Deed dated May 19, 1941 and recorded November 7, 1941 in Book 992 at Page 128, Official Records of San Mateo County, State of California.

**Parcel B:**

A right of way easement to construct, reconstruct, maintain, repair and use a road over a strip of land 40 feet wide, 20 feet measured at right angles each side of the following described center line:

Beginning at a concrete monument on the Southwesterly line of the right of way of the Skyline Boulevard, marked P.C. 350+52.02 which bears South 40° 24' East from a concrete monument

marked A 346 - 70.53 P.O.C., P. 346 - 59.97 P.T. and running thence South 15° 14' East 225.92 feet on said Southwesterly line; thence continuing on said right of way North 74° 46' East 19.37 feet to the true, point of beginning of this description; thence Southeasterly on the arc of a curve to the left tangent to a line deflected 81° 54' 16" to the right from the preceding course with a radius of 500 feet, a central angle of 7° 42' 51", an arc distance of 67.32 feet; thence Southeasterly tangent to the preceding curve 107.51 feet; thence Southeasterly on the arc of a curve to the right tangent to the preceding course with a radius of 1250 feet, a central angle of 21° 02' 35" an arc distance of 459.09 feet; thence Southeasterly tangent to the preceding curve, 182.23 feet; thence Southeasterly, Southerly and Southwesterly on the arc of a curve to the right, tangent to the preceding course with a radius of 400 feet, a central angle of 90° 10' 22", an arc distance of 629.92 feet; thence Southwesterly tangent to the preceding curve 448.41 feet to the Easterly boundary of Parcel 1, hereinbefore described, distant thereon South 6° 23' 45" East, 25 feet from the Northeast corner of said Parcel 1.

JPN: 017-053-530-01A

**APN: 017-530-010**

Parcel Three:

Beginning at the point of intersection of the Southeasterly line of Market Street and the Easterly line of South Van Ness Avenue, as shown upon "Map showing the opening of Van Ness Avenue South", filed June 3, 1926 in Book K of Maps, Page 54, in the Office of the Recorder of the City and County of San Francisco, State of California; running thence Southerly along said Easterly line of South Van Ness Avenue, 323.68 feet to a line drawn parallel with and perpendicularly distant 275 feet Southeasterly from the Southeasterly line of Market Street and its extension; thence Northeasterly along the last mentioned line so drawn, 320.51 feet to the Southwesterly line of Eleventh Street; thence Northwesterly along the Southwesterly line of Eleventh Street, 258.10 feet; thence Northwesterly along the arc of a curve to the left with a radius of 16.90 feet, a central angle of 90°, which connects said line of Eleventh Street with the Southeasterly line of Market Street, a distance of 26.546 feet to the Northwesterly terminus of said curve; thence Southwesterly along the Southeasterly tangent line of Market Street, 133.51 feet to the point of beginning.

Being portion of Mission Block No. 12.

APN: Lot 001, Block 3506

Parcel Four: [TO BE CONFIRMED BY TITLE COMPANY]

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

NOTE 1: ALL ELEVATIONS HEREINAFTER MENTIONED REFER TO CITY AND COUNTY OF SAN FRANCISCO DATUM.

NOTE 2: ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH

THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF YERBA CENTER CENTRAL BLOCKS", RECORDED FEBRUARY 19, 1975, IN BOOK "V" OF MAPS, AT PAGES 102 AND 103 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY NO. 8258 BEING A SURVEY OF ASSESSORS BLOCKS 3723 AND 3734 ", RECORDED AUGUST 1, 2014, IN BOOK "FF" OF MAPS, AT PAGES 2 THROUGH 7 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA .

NOTE 3: "CONVENTION CENTER" AS USED HEREIN SHALL BE THE FACILITIES CONSTRUCTED BY THE CITY AND COUNTY OF SAN FRANCISCO AND DEFINED IN THE PROJECT LEASE, DATED AS OF APRIL 1, 1979, BY AND BETWEEN REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO AND THE CITY AND COUNTY OF SAN FRANCISCO, AND RECORDED MAY 3, 1979 IN OFFICIAL RECORDS, BOOK C771, PAGE 229, AS AMENDED BY THE FIRST AMENDMENT TO PROJECT LEASE RECORDED JANUARY 5, 1988 IN OFFICIAL RECORDS, REEL E503, IMAGE 522, AND THE SECOND AMENDMENT TO PROJECT LEASE RECORDED JULY 13, 1988 IN OFFICIAL RECORDS, REEL E635 IMAGE 6, THE AMENDED AND RESTATED PROJECT LEASE RECORDED APRIL 18, 1991 IN OFFICIAL RECORDS, REEL F357, IMAGE 0130, THE AMENDED AND RESTATED PROJECT LEASE RECORDED DECEMBER 20, 1994 IN OFFICIAL RECORDS, REEL G281, IMAGE 0053, AND THE AMENDED AND RESTATED PROJECT LEASE RECORDED JUNE 9, 2004 IN THE OFFICIAL RECORDS, REEL I655, IMAGE 0176 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

TRACT I:

TRACT ONE (CB-2 MOSCONE EXPANSION) AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY NO. 8258 BEING A SURVEY OF ASSESSORS BLOCKS 3723 AND 3734", RECORDED AUGUST 1, 2014, IN BOOK "FF" OF MAPS, AT PAGES 2 THROUGH 7 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY BELOW A HORIZONTAL PLANE AT ELEVATION 22.0 FEET, BOUNDED BY PLANES PROJECTED VERTICALLY BELOW THE LIMITS OF CERTAIN LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF HOWARD STREET DISTANT THEREON 260 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF FOURTH STREET; RUNNING THENCE

NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF HOWARD STREET 565.954 FEET TO THE SOUTHWESTERLY LINE OF THIRD STREET; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG

SAID SOUTHWESTERLY LINE OF THIRD STREET 550.25 FEET TO THE SOUTHEASTERLY LINE OF MISSION STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF AFORESAID HORIZONTAL PLANES, THE LIMITS OF SAID VERTICAL PLANES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF MISSION STREET AND THE SOUTHWESTERLY LINE OF THIRD STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF THIRD STREET 70 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY AND PARALLEL TO SAID LINE OF MISSION STREET 240 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 70 FEET TO SAID LINE OF MISSION STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF MISSION STREET 240 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PARCEL 6 THOSE PORTIONS OF THE REAL PROPERTY DESCRIBED AS PARCELS 6A, 6B, 6C, 6D AND 6E IN THAT CERTAIN DEED RECORDED JUNE 12, 2015, AS INSTRUMENT NO. 2015-K075152-00 OF OFFICIAL RECORDS.

BEING A PORTION OF 100 VARA BLOCK 363

PARCEL 7 (CB-2 MAIN LOBBY SPACE) AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY NO. 8258 BEING A SURVEY OF ASSESSORS BLOCKS 3723 AND 3734", RECORDED AUGUST 1, 2014, IN BOOK "FF" OF MAPS, AT PAGES 2 THROUGH 7 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY BETWEEN TWO HORIZONTAL PLANES, ONE AT ELEVATION 22 FEET AND THE OTHER AT ELEVATION 40.5 FEET. THIS SPACE IS BOUNDED BY VERTICAL PLANES WHICH EXTEND BETWEEN THE AFORESAID HORIZONTAL PLANES, THE LIMITS OF SAID VERTICAL PLANES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: •

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF HOWARD STREET WITH THE NORTHEASTERLY LINE OF FOURTH. STREET, RUNNING THENCE NORTHEASTERLY ALONG SAID LINE OF HOWARD STREET 291 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY PARALLEL TO SAID LINE OF FOURTH

STREET 66 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY PARALLEL TO SAID LINE OF HOWARD STREET 274.954 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 72 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 77.979 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 6 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 30 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 12 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 166.975 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 90 FEET TO THE TRUE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA BLOCK 363

PARCEL 7A (CB-2 REAR LOBBY SPACE) AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY NO. 8258 BEING A SURVEY OF ASSESSORS BLOCKS 3723 AND 3734", RECORDED AUGUST 1, 2014, IN BOOK "FF" OF MAPS, AT PAGES 2 THROUGH 7 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY BETWEEN TWO HORIZONTAL PLANES, ONE AT ELEVATION 22 FEET AND THE OTHER AT ELEVATION 34 FEET, THIS SPACE IS BOUNDED BY VERTICAL PLANES WHICH EXTEND BETWEEN THE AFORESAID HORIZONTAL PLANES, THE LIMITS OF SAID VERTICAL PLANES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF HOWARD STREET WITH THE NORTHEASTERLY LINE OF FOURTH STREET; RUNNING THENCE NORTHEASTERLY ALONG SAID LINE OF HOWARD STREET 291 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY PARALLEL TO SAID LINE OF FOURTH STREET 156 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY PARALLEL TO SAID LINE OF HOWARD STREET 166.975 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 12 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 30 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 6 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 77. THENCE AT A RIGHT ANGLE NORTHWESTERLY 33 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 274.954 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 15 FEET TO THE TRUE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA BLOCK 363.

PARCEL 8 (CB-2 LOBBY FRONTAGE) AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY NO. 8258 BEING A SURVEY OF ASSESSORS BLOCKS 3723 AND 3734", RECORDED AUGUST 1, 2014, IN BOOK "FF" OF MAPS, AT PAGES 2 THROUGH 7 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY BETWEEN TWO HORIZONTAL PLANES, ONE AT ELEVATION 22 FEET AND THE OTHER AT ELEVATION 38 FEET. THIS SPACE IS BOUNDED BY VERTICAL PLANES, WHICH EXTEND BETWEEN THE AFORESAID

HORIZONTAL PLANES, THE LIMITS OF SAID VERTICAL PLANES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF HOWARD STREET DISTANT THEREON 271 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF FOURTH STREET; RUNNING THENCE NORTHEASTERLY ALONG SAID LINE OF HOWARD STREET 314.954 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 66 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 314.954 FEET; THENCE A RIGHT ANGLE SOUTHEASTERLY 66 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA BLOCK 363.

TRACT ELEVEN (CB-2 EXPANSION CONNECTION) AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY NO. 8258 BEING A SURVEY OF ASSESSORS BLOCKS 3723 AND 3734", RECORDED AUGUST 1, 2014, IN BOOK "FF" OF MAPS, AT PAGES 2 THROUGH 7 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL OF THE SUBSURFACE SPACE BETWEEN TWO HORIZONTAL PLANES, ONE AT ELEVATION 19.5 FEET AND THE OTHER AT ELEVATION -100 (MINUS 100) FEET. THIS SPACE IS BOUNDED BY VERTICAL PLANES WHICH EXTEND BETWEEN THE AFORESAID HORIZONTAL PLANES, THE LIMITS OF SAID VERTICAL LANES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF HOWARD STREET DISTANT THEREON 260 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF FOURTH STREET; RUNNING THENCE NORTHWESTERLY PERPENDICULAR TO SAID LINE OF HOWARD STREET A DISTANCE OF 12 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY PARALLEL TO SAID LINE OF HOWARD STREET 565.954 FEET TO THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF THIRD STREET; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY AN ARC OF A CURVE TO THE RIGHT, TANGENT TO THE PRECEDING COURSE, WITH A RADIUS OF 10 FEET, A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 15.708 FEET; THENCE SOUTHEASTERLY PARALLEL TO SAID LINE OF THIRD STREET 2 FEET TO THE NORTHEASTERLY PROLONGATION OF SAID LINE OF HOWARD STREET; THENCE AT RIGHT ANGLE SOUTHWESTERLY ON SAID PROLONGATION OF HOWARD STREET 2.479 FEET TO THE EXTERIOR SURFACE OF THE MOST NORTHEASTERLY EXTERIOR WALL OF THE EXISTING CONVENTION CENTER; THENCE NORTHWESTERLY ON AND ALONG SAID SURFACE OF SAID NORTHEASTERLY WALL, PARALLEL TO SAID LINE OF THIRD STREET, 1.715 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY EXTERIOR WALL SURFACE WITH THE MOST NORTHERLY EXTERIOR WALL SURFACE OF THE CONVENTION CENTER, SAID LAST MENTIONED WALL SURFACE BEING DEFLECTED 45° TO THE LEFT FROM THE PRECEDING COURSE; THENCE WESTERLY ALONG THE AFORESAID NORTHERLY WALL SURFACE 12.198 FEET TO THE INTERSECTION OF SAID NORTHERLY EXTERIOR WALL SURFACE WITH THE EXISTING EXTERIOR SURFACE OF THE MOST NORTHWESTERLY EXTERIOR WALL OF THE CONVENTION CENTER,

SAID EXISTING NORTHWESTERLY EXTERIOR SURFACE BEING PARALLEL TO AND PERPENDICULARLY DISTANT 10.34 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF HOWARD STREET; THENCE SOUTHWESTERLY ALONG SAID MOST NORTHWESTERLY EXTERIOR SURFACE PARALLEL TO SAID LINE OF HOWARD STREET 564.85 FEET TO A LINE DRAWN PARALLEL TO THE NORTHEASTERLY LINE OF FOURTH STREET THROUGH SAID TRUE POINT OF BEGINNING; AND THENCE

LEAVING LAST SAID WALL SURFACE AND RUNNING NORTHWESTERLY ALONG LAST SAID PARALLEL LINE 1.66 FEET TO THE TRUE POINT OF BEGINNING

BEING A PORTION OF THE SUBSURFACE AREA OF HOWARD THE THIRD STREETS. BEING A PORTION OF 100 VARA BLOCK 363

TRACT TWELVE (CB-2 MOSCONE EXPANSION) AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY NO. 8258 BEING A SURVEY OF ASSESSORS BLOCKS 3723 AND 3734", RECORDED AUGUST 1, 2014, IN BOOK "FF" OF MAPS, AT PAGES 2 THROUGH 7 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL OF THE SPACE BETWEEN A SLOPED PLANE AND A HORIZONTAL PLANE; SAID SLOPED PLANE AT ELEVATION 21.41 FEET AT ITS SOUTHWESTERLY LINE AND ELEVATION 16.41 FEET AT ITS NORTHEASTERLY LINE; AND SAID HORIZONTAL PLAN AT ELEVATION -100 (MENUS 100) FEET. THIS SPACE IS BOUNDED BY VERTICAL PLANES WHICH EXTEND BETWEEN THE AFORESAID SLOPED PLAN AND. HORIZONTAL PLAN, THE LIMITS OF SAID. VERTICAL PLANES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF MISSION STREET DISTANT THEREON 260 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF FOURTH STREET; RUNNING THENCE NORTHEASTERLY ALONG SAID LINE OF MISSION STREET 565.954 FEET TO THE SOUTHWESTERLY LINE OF THIRD STREET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 15 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 565.954 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 15 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF THE SUBSURFACE AREA OF MISSION STREET.

TRACT THIRTEEN (CB-2 MOSCONE EXPANSION): AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY NO. 8258 BEING A SURVEY OF ASSESSORS BLOCKS 3723 AND 3734", RECORDED AUGUST 1, 2014, IN BOOK "FF" OF MAPS, AT PAGES 2 THROUGH 7 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL OF THE SUBSURFACE SPACE BETWEEN TWO HORIZONTAL PLANES, ONE AT ELEVATION 16.41 FEET AND THE OTHER AT ELEVATION -100 (MINUS 100) FEET. THIS SPACE IS BOUNDED BY VERTICAL PLANES WHICH EXTEND BETWEEN THE

AFORESAID HORIZONTAL PLANES, THE LEVIES OF SAID VERTICAL PLANES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF THIRD STREET AND THE SOUTHEASTERLY' LINE OF MISSION STREET; RUNNING THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY PROLONGATION OF SAID LINE OF MISSION STREET 10 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 5 FEET; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT, TANGENT TO THE PRECEDING COURSE, WITH A RADIUS OF 10 FEET, A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 15.708 FEET TO THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF THIRD STREET; THENCE SOUTHEASTERLY ALONG SAID PROLONGATION OF THIRD STREET 15 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF THE SUBSURFACE AREA OF THIRD AND MISSION STREETS.

TRACT FOURTEEN (CB-2 MOSCONE EXPANSION) AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY NO. 8258 BEING A SURVEY OF ASSESSORS BLOCKS 3723 AND 3734", RECORDED

AUGUST 1, 2014, IN BOOK "FF" OF MAPS, AT PAGES 2 THROUGH 7 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL OF THE SPACE BETWEEN A SLOPED PLANE AND A HORIZONTAL PLANE; SAID SLOPED PLANE AT ELEVATION 16.41 FEET AT ITS NORTHWESTERLY LINE AND ELEVATION 19.71 FEET AT ITS SOUTHEASTERLY LINE; AND SAID HORIZONTAL PLANE AT ELEVATION -100 (MINUS 100) FEET. THIS SPACE IS BOUNDED BY. VERTICAL PLANES WHICH EXTEND BETWEEN THE AFORESAID SLOPED PLANE AND HORIZONTAL PLANE, THE LIMITS OF SAID VERTICAL PLANES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF THIRD STREET AND THE SOUTHEASTERLY LINE OF MISSION STREET; RUNNING THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY PROLONGATION OF SAID LINE OF MISSION STREET 10 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY PARALLEL TO SAID LINE OF THIRD STREET 550.25 FEET TO THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF HOWARD STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID PROLONGATION OF THE NORTHWESTERLY LINE OF HOWARD STREET 10 FEET TO THE SOUTHWESTERLY LINE OF THIRD STREET; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF THIRD STREET 550.25 FEET TO THE POINT OF BEGINNING.

BEING A SUBSURFACE AREA OF THIRD STREET.

TRACT FIFTEEN (CB-2 MOSCONE EXPANSION) AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY NO. 8258 BEING A SURVEY OF ASSESSORS BLOCKS



3723 AND 3734", RECORDED AUGUST 1, 2014, IN BOOK "FF" OF MAPS, AT PAGES 2 THROUGH 7 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL OF THE SUBSURFACE SPACE BETWEEN TWO HORIZONTAL PLANES, ONE AT ELEVATION 19.71 FEET AND THE OTHER AT ELEVATION -100 (MINUS 100) FEET. THIS SPACE IS BOUNDED BY VERTICAL PLANES WHICH EXTEND BETWEEN THE AFORESAID HORIZONTAL PLANES, THE LIMITS OF SAID VERTICAL PLANES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF THIRD STREET AND THE NORTHWESTERLY LINE OF HOWARD STREET; RUNNING THENCE SOUTHWESTERLY ALONG SAID LINE OF HOWARD STREET 565.954 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 12 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY PARALLEL TO SAID LINE OF HOWARD STREET 565.954 FEET TO THE POINT ON THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF THIRD STREET; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT, TANGENT TO THE PRECEDING COURSE, WITH A RADIUS OF 10 FEET, A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 15.708 FEET; THENCE NORTHWESTERLY PARALLEL TO THE SOUTHWESTERLY LINE OF THIRD STREET 2 FEET TO THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF HOWARD STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID PROLONGATION OF HOWARD STREET 10 FEET TO THE POINT OF BEGINNING.

BEING A SUBSURFACE AREA OF HOWARD AND THIRD STREETS.

TRACT SIXTEEN (CB-2 MOSCONE EXPANSION) AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY NO. 8258 BEING A SURVEY OF ASSESSORS BLOCKS 3723 AND 3734", RECORDED AUGUST 1, 2014, IN BOOK "FF" OF MAPS, AT PAGES 2 THROUGH 7 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL OF THE SPACE BETWEEN TWO HORIZONTAL PLANES, ONE AT ELEVATION 18.65 FEET AND THE OTHER AT ELEVATION -100 (MINUS 100) FEET. THIS SPACE IS BOUNDED BY VERTICAL PLANES WHICH EXTEND BETWEEN THE AFORESAID HORIZONTAL PLANES, THE LIMITS OF SAID VERTICAL PLANES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF THIRD STREET AND THE NORTHWESTERLY LINE OF HOWARD STREET; RUNNING THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY PROLONGATION OF SAID LINE OF HOWARD STREET 10 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY PARALLEL TO SAID LINE OF THIRD STREET 2 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE, WITH A RADIUS OF 10 FEET; A CENTRAL ANGLE OF 90° 00' 00" AN ARC DISTANCE OF

15.708 FEET; THENCE SOUTHWESTERLY PARALLEL TO SAID LINE OF HOWARD STREET 565.954 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 58.5 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY PARALLEL TO SAID LINE OF HOWARD STREET 565.954 FEET TO A POINT ON THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF THIRD STREET; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE, WITH A RADIUS OF 10 FEET, A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 15.708 FEET; THENCE NORTHWESTERLY PARALLEL TO THE SOUTHWESTERLY LINE OF THIRD STREET 78.5 FEET TO THE TRUE POINT OF BEGINNING.

BEING A SUBSURFACE AREA OF HOWARD AND THIRD STREETS.

TRACT SEVENTEEN (MISSION STREET VENT PARCEL) AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY NO. 8258 BEING A SURVEY OF ASSESSORS BLOCKS 3723. AND 3734", RECORDED AUGUST 1, 2014, IN BOOK "FF" OF MAPS, AT PAGES 2 THROUGH 7 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL OF THE SPACE BETWEEN A SLOPED PLANE AND A HORIZONTAL PLAN; SAID SLOPED PLANE AT ELEVATION 20.2 FEET AT ITS SOUTHWESTERLY LINE AND ELEVATION 15.2 FEET AT ITS NORTHEASTERLY LINE; AND SAID HORIZONTAL PLANE AT ELEVATION -100 (MINUS 100) FEET, THIS SPACE IS BOUNDED BY VERTICAL PLANES WHICH EXTEND BETWEEN THE AFORESAID SLOPED PLANE AND HORIZONTAL PLANE, THE LIMITS OF SAID VERTICAL PLANES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF THIRD STREET AND THE SOUTHEASTERLY LINE OF MISSION STREET; RUNNING THENCE NORTHWESTERLY' ALONG THE PROLONGATION OF SAID LINE OF THIRD STREET 15 FEET TO THE TRUE POINT OF BEGINNING; THENCE AT A RIGHT ANGLE SOUTHWESTERLY PARALLEL TO SAID LINE OF MISSION STREET 565.954 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 26.25 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 565.954 FEET TO THE NORTHWESTERLY PROLONGATION OF SAID LINE OF THIRD STREET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID PROLONGATION OF THIRD STREET 26.25 FEET TO THE TRUE POINT OF BEGINNING.

BEING A SUBSURFACE AREA OF PORTION OF MISSION STREET.

TRACT EIGHTEEN (THIRD STREET VENT PARCEL) AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY NO. 8258 BEING A SURVEY OF ASSESSORS BLOCKS 3723 AND 3734", RECORDED AUGUST 1, 2014, IN BOOK "FF" OF MAPS, AT PAGES 2 THROUGH 7 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL OF THE SPACE BETWEEN A SLOPED PLANE AND A HORIZONTAL PLANE; SAID SLOPED PLANE AT ELEVATION 15.2 FEET AT ITS NORTHWESTERLY LINE AND ELEVATION 18.5 FEET AT ITS SOUTHEASTERLY

LINE; AND SAID HORIZONTAL PLANE AT ELEVATION -100 (MINUS 100) FEET. THIS SPACE IS BOUNDED BY VERTICAL PLANES WHICH EXTEND BETWEEN THE AFORESAID SLOPED PLANE AND HORIZONTAL PLANE, THE LIMITS OF SAID VERTICAL PLANES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF THIRD STREET AND THE SOUTHEASTERLY LINE OF MISSION STREET; RUNNING THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY PROLONGATION OF SAID LINE OF MISSION STREET 10 FEET TO THE TRUE POINT OF BEGINNING; THENCE AT A RIGHT ANGLE SOUTHEASTERLY PARALLEL TO SAID LINE OF THIRD STREET 550.25 FEET TO THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF HOWARD STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID PROLONGATION OF HOWARD STREET 31.25 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY PARALLEL TO SAID LINE OF THIRD STREET 550.25 FEET TO THE NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF MISSION STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID PROLONGATION OF MISSION STREET 31.25 FEET TO THE TRUE POINT OF BEGINNING.

BEING A SUBSURFACE PORTION OF THIRD STREET.

TRACT II:

PARCEL ONE:

NON-EXCLUSIVE EASEMENTS UPON THE TERMS AND CONDITIONS CONTAINED THEREIN GRANTED TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, ITS SUCCESSORS AND ASSIGNS (INCLUDING OWNERS, LESSEES AND OCCUPANTS) AND THEIR AGENTS, EMPLOYEES, GUESTS AND INVITEES, IN THE "1988 RECIPROCAL EASEMENT AGREEMENT" DATED MARCH 1, 1988 AND RECORDED JULY 13, 1988, REEL E635, IMAGE 153, INSTRUMENT NO. E204001 OF OFFICIAL RECORDS, AS AMENDED BY THAT CERTAIN AMENDMENT TO 1988 RECIPROCAL EASEMENT AGREEMENT AND RESTATEMENT OF CERTAIN PROVISIONS OF 1988 REA, AS AMENDED, AND FURTHER DEFINITION OF CERTAIN OTHER EXISTING EASEMENTS PERTAINING TO CENTRAL BLOCK THREE (CB-3) DATED AS OF JULY 1, 1996 AND RECORDED IN THE OFFICIAL RECORDS ON NOVEMBER 17, 2011, AS DOCUMENT NO. J301099 AT REEL K525, IMAGE 001 AND AS GRANTED BY QUITCLAIM DEED FROM REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION RECORDED JUNE 12, 2015 AS INSTRUMENT NO. 2015-K075152 OF OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

PARCEL TWO:

EASEMENTS TO USE, MAINTAIN AND RECONSTRUCT AND EASEMENTS FOR SUPPORT, FOR STRUCTURAL CONNECTIONS, FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FACILITIES AND FOR UTILITIES, COMMUNICATIONS AND SIMILAR SYSTEMS AS RESERVED BY QUITCLAIM DEED FROM REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION RECORDED NOVEMBER 17, 2011 IN REEL K525 OF OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AT IMAGE 0007, AS INSTRUMENT NO. J301105.

PARCEL THREE:

EASEMENTS TO USE, MAINTAIN AND RECONSTRUCT AND EASEMENTS FOR SUPPORT, FOR STRUCTURAL CONNECTIONS, FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FACILITIES AND FOR UTILITIES, COMMUNICATIONS AND SIMILAR SYSTEMS AS RESERVED BY QUITCLAIM DEED FROM REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION RECORDED JUNE 12, 2015, AS INSTRUMENT NO. 2015-K075152-00, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

Assessor's Parcel No.: Lot 115, Block 3723 portion and portions of streets unassessed for taxes

## EXHIBIT B

### BASE RENTAL SCHEDULE\*

<u><i>Payment Date</i></u>	<u><i>Principal</i></u>	<u><i>Interest</i></u>	<u><i>Annual Base Rental</i></u>
	\$	\$	\$

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\* Base Rental is payable on each September 25th and March 25th prior to the Payment Date as provided under the Project Lease.

## EXHIBIT C

1. Fourth Supplement to Project Lease dated as of November 1, 2020, executed by U.S. Bank National Association, a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as sublessor, and City and County of San Francisco, a municipal corporation, as sublessee, recorded November 2, 2020, Instrument No. 2020-121122, of Official Records of San Mateo County, to which the following documents were appended and made part of the same record:
  - A. Project Lease dated as of May 1, 2009, executed by U.S. Bank National Association, a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as sublessor, and City and County of San Francisco, a municipal corporation, as sublessee.
  - B. First Supplement to Project Lease dated as of September 1, 2009, executed by U.S. Bank National Association, a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as sublessor, and City and County of San Francisco, a municipal corporation, as sublessee.
  - C. Second Supplement to Property Lease dated as of May 1, 2012, executed by U.S. Bank National Association, a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as sublessor, and City and County of San Francisco, a municipal corporation, as sublessee.
  - D. Third Supplement to Project Lease dated as of November 1, 2019, executed by U.S. Bank National Association, a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as sublessor, and City and County of San Francisco, a municipal corporation, as sublessee.
2. Fifth Supplement to Project Lease dated as of May 1, 2021, executed by U.S. Bank National Association, a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as sublessor, and City and County of San Francisco, a municipal corporation, as sublessee, recorded May 11, 2021, Instrument No. 2021-074754, of Official Records of San Mateo County.
3. Sixth Supplement to Project Lease dated as of November 1, 2023, executed by U.S. Bank National Association, a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as sublessor, and City and County of San Francisco, a municipal corporation, as sublessee, recorded November 6, 2023, Instrument No. 2023-059068, of Official Records of San Mateo County.

4. Seventh Supplement to Project Lease dated as of November 1, 2023, executed by U.S. Bank National Association, a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as sublessor, and City and County of San Francisco, a municipal corporation, as sublessee, recorded November 6, 2023, Instrument No. 2023-059070 of Official Records of San Mateo County.
5. Eighth Supplement to Project Lease dated as of May 1, 2024, executed by City and County of San Francisco, a municipal corporation, as lessor, and U.S. Bank Trust Company, National Association (as successor-in-interest to U.S. Bank National Association), a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as lessee, recorded May 22, 2024, Instrument No. 2024040429, of Official Records of the City and County of San Francisco, and May 22, 2024, Instrument No. 2024-026857, of Official Records of San Mateo County.
6. Ninth Supplement to Project Lease dated as of November 1, 2024, executed by City and County of San Francisco, a municipal corporation, as lessor, and U.S. Bank Trust Company, National Association (as successor-in-interest to U.S. Bank National Association), a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as lessee, recorded November 14, 2024, Instrument No. 2024089994, of Official Records of the City and County of San Francisco.
7. Ninth Supplement to Project Lease dated as of November 1, 2024, executed by City and County of San Francisco, a municipal corporation, as lessor, and U.S. Bank Trust Company, National Association (as successor-in-interest to U.S. Bank National Association), a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as lessee, recorded November 14, 2024, Instrument No. 2024-060926, of Official Records of San Mateo County.