

TWENTIETH SUPPLEMENTAL INDENTURE

by and between

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

and the

CITY AND COUNTY OF SAN FRANCISCO FINANCE CORPORATION

Dated as of May 1, 2013

relating to the

\$XXX
CITY AND COUNTY OF SAN FRANCISCO FINANCE CORPORATION
LEASE REVENUE BONDS,
SERIES 2013A (EQUIPMENT PROGRAM)

and

Supplemental to the Indenture, dated as of January 1, 1991,
as amended and restated as of October 15, 1998

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TWENTIETH SUPPLEMENTAL INDENTURE

THIS TWENTIETH SUPPLEMENTAL INDENTURE is made and entered into as of May 1, 2013 (the "Twentieth Supplemental Indenture"), by and between 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 (the "Trustee"), and the CITY AND COUNTY OF SAN FRANCISCO FINANCE CORPORATION, a nonprofit public benefit corporation, duly organized and existing under and by virtue of the laws of the State of California (the "Corporation"). (Capitalized terms used in the Whereas clauses which are not defined therein shall have the meaning set forth in Section 1 hereof.)

W I T N E S S E T H:

WHEREAS, the Corporation and the City and County of San Francisco (the "City") have previously entered into a lease entitled "Equipment Lease Supplement No. 19 (Series 2013A Bonds)" and dated as of the date hereof (the "2013A Lease Supplement"), supplemental to the Equipment Lease, dated as of January 1, 1991, as amended and restated as of October 15, 1998 (the "Equipment Lease"), by and between the Corporation and the City (as supplemented by the 2013A Lease Supplement and as previously supplemented by other Supplemental Leases, collectively the "Lease"); and

WHEREAS, under the Lease, the City is obligated to make Base Rental payments to the Corporation for the lease of Equipment; and

WHEREAS, the Corporation and the Trustee have heretofore entered into an Indenture, dated as of January 1, 1991, as amended and restated as of October 15, 1998 (as supplemented by this Twentieth Supplemental Indenture and as previously supplemented by other Supplemental Indentures, collectively the "Indenture"), for the purpose of securing the Bonds issued thereunder, which Indenture permits the issuance of the Bonds in one or more series pursuant to Supplemental Indentures, of which this is the Twentieth; and

WHEREAS, pursuant to the Indenture, the Corporation has determined to issue another Series of Bonds (the "Series 2013A Bonds," as hereinafter defined) in an amount equal to the aggregate principal components of Base Rental payments required to be paid pursuant to the 2013A Lease Supplement, and has previously issued Bonds in the following initial principal amounts:

<u>Series</u>	<u>Amount</u>
1991A	\$ 7,020,000
1992A	5,555,000
1993A	10,200,000
1994A	6,850,000
1995A	6,075,000
1996A	7,065,000
1997A	13,715,000
1998A	10,835,000
1999A	8,315,000

<u>Series</u>	<u>Amount</u>
2002A	7,900,000
2003A	10,975,000
2004A	9,530,000
2005A	9,420,000
2006A	10,135,000
2007A	11,830,000
2008A	11,885,000
2010A	10,255,000
2011A	14,725,000
2012A	9,815,000

WHEREAS, the aggregate principal amount of the Series 2013A Bonds authorized to be issued hereby, together with the aggregate principal amount of Bonds previously issued and Outstanding pursuant to the Indenture, does not exceed the aggregate principal amount of Bonds permitted to be issued and Outstanding pursuant to Section 2.01 of the Indenture; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Twentieth Supplemental Indenture do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Twentieth Supplemental Indenture.

NOW, THEREFORE, THIS TWENTIETH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, as follows:

SECTION 1. Definitions.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Indenture or, if not defined therein, in the 2013A Lease Supplement. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

Series 2013A Bonds

The term “Series 2013A Bonds” means the City and County of San Francisco Finance Corporation Lease Revenue Bonds, Series 2013A (Equipment Program) issued hereunder.

Series 2013A Continuing Disclosure Certificate

The term “Series 2013A Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate of the City, dated the Series 2013A Delivery Date, as it may be amended from time to time in accordance with the terms thereof.

Series 2013A Delivery Date

The term “Series 2013A Delivery Date” means the date of delivery of the Series 2013A Bonds to the initial purchasers thereof.

Series 2013A Equipment Prepayment

The term “Series 2013A Equipment Prepayment” means the prepayment of Base Rental payments with respect to an item of 2013A Equipment in accordance with Section 4.04 of the Lease.

Series 2013A Base Rental Payment Account

The term “Series 2013A Base Rental Payment Account” means the Series 2013A Base Rental Payment Account created in Section 8(a) hereof in the Base Rental Payment Fund, including the Series 2013A Interest Account and Series 2013A Principal Account therein.

Series 2013A Reserve Requirement

The term “Series 2013A Reserve Requirement” means, as of the Series 2013A Delivery Date, \$_____. On the dates set forth below, the Series 2013A Reserve Requirement shall be reduced to the amounts set forth below and the Trustee shall transfer the amount in excess of the reduced Series 2013A Reserve Requirement to the Series 2013A Interest Account and Series 2013A Principal Account in the Base Rental Payment Fund to be used by the Trustee to pay principal of and interest on the Series 2013A Bonds, unless as of any date of such reduction, the Trustee determines (after giving effect to the scheduled transfer of such amount) insufficient funds will be on deposit in the Series 2013A Interest Account and the Series 2013A Principal Account to pay the interest and principal due on the Series 2013A Bonds on such date (and to pay any past due principal or interest on the Series 2013A Bonds).

<u>Date</u>	<u>Series 2013A Reserve Requirement</u>
October 1, 2014	
October 1, 2015	
October 1, 2016	
October 1, 2017	
October 1, 2018	

SECTION 2. Ratification of Indenture. This Twentieth Supplemental Indenture is entered into pursuant to Article IX of the Indenture for the purpose of securing the Series 2013A Bonds and providing the terms thereof and to provide additional agreements of the Corporation. This Twentieth Supplemental Indenture shall be deemed to be a part of the Indenture and to incorporate all provisions of the Indenture not expressly inconsistent herewith as if such provisions were set forth herein. Except as expressly amended by this Twentieth Supplemental Indenture, all provisions of the Indenture are hereby ratified and confirmed.

SECTION 3. Authorization of Series 2013A Bonds. There is hereby authorized to be issued a Series of Bonds in an aggregate principal amount of \$XXX, which Series of Bonds shall be designated “City and County of San Francisco Finance Corporation Lease Revenue Bonds, Series 2013A (Equipment Program).”

SECTION 4. Denominations, Form and Dating of Series 2013A Bonds. The Series 2013A Bonds shall be issued in the denomination of five thousand dollars (\$5,000) each or any integral multiple thereof and shall be initially registered in the name of "Cede & Co." The Series 2013A Bonds shall be dated as of the Series 2013A Delivery Date, and shall be substantially in the form attached hereto as Exhibit A and hereby incorporated herein by reference. Series 2013A Bonds authenticated and registered on any date prior to the close of business on the first Record Date (as defined below) shall bear interest from the dated date of the Series 2013A Bonds. Series 2013A Bonds authenticated during the period between any Record Date and the close of business on its corresponding Interest Payment Date shall bear interest from such Interest Payment Date. Any other Series 2013A Bond shall bear interest from the Interest Payment Date immediately preceding the date of its authentication; provided, however, that if, at the time of authentication of any Series 2013A Bond, interest is then in default on Outstanding Series 2013A Bonds, such Series 2013A Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. The interest represented by the Series 2013A Bonds is payable by check mailed to the Owners at the addresses appearing on the bond registration books as of the close of business on the fifteenth day of the calendar month immediately preceding such Interest Payment Date (the "Record Date"); provided that upon the written request of at least \$1,000,000 in aggregate principal amount of Series 2013A Bonds on or prior to the applicable Record Date, such payment shall be made by wire transfer in immediately available funds to an account with a financial institution within the United States of America designated by such Owner.

SECTION 5. Maturities and Interest Rates of Series 2013A Bonds. The Series 2013A Bonds shall mature on the dates and in the amounts, with interest thereon at the rates, as follows:

<u>Maturity Dates</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
April 1, 2014	\$	%
October 1, 2014		
April 1, 2015		
October 1, 2015		
April 1, 2016		
October 1, 2016		
April 1, 2017		
October 1, 2017		
April 1, 2018		
October 1, 2018		
April 1, 2019		

The interest on the Series 2013A Bonds shall be payable on April 1 and October 1 of each year, commencing on October 1, 2013, and continuing to and including their respective maturities, or redemption prior thereto.

SECTION 6. Authentication of Series 2013A Bonds. Upon the sale and execution thereof by the Corporation, the Trustee shall authenticate and deliver, to or upon a Written Request of the Corporation, the Series 2013A Bonds in the aggregate principal amount of \$XXX.

SECTION 7. Redemption of Series 2013A Bonds.

(a) The Series 2013A Bonds are subject to redemption prior to their maturity, as a whole, or in part, from prepaid Base Rental payments made by the City related to the 2013A Equipment from Net Proceeds under the terms and conditions of Section 4.01(a) of the Indenture.

(b) The Series 2013A Bonds are also subject to redemption following receipt by the Trustee of a Certificate of Completion for the Series 2013A Project from moneys remaining in the Series 2013A Project Account and transferred to the Redemption Fund under the terms and conditions of Section 4.01(b) of the Indenture.

(c) The Series 2013A Bonds are not subject to optional redemption prior to their maturity.

SECTION 8. Establishment of Accounts; Deposit of Proceeds of the Series 2013A Bonds and Other Moneys.

(a) The following accounts are hereby established within the funds and accounts indicated:

in the Base Rental Payment Fund

Series 2013A Base Rental Payment Account

Series 2013A Interest Account

Series 2013A Principal Account

in the Costs of Issuance Fund

Series 2013A Costs of Issuance Account

in the Reserve Fund

Series 2013A Reserve Account

in the Acquisition Fund

Series 2013A Project Account.

(b) The proceeds received from the sale of the Series 2013A Bonds (\$_____) shall be deposited by the Trustee in the following respective accounts, as directed by a Written Request of the Corporation to be delivered on or prior to the date of delivery of the Series 2013A Bonds:

- (1) The Trustee shall deposit in the Series 2013A Interest Account \$_____ for capitalized interest.

- (2) The Trustee shall deposit in the Series 2013A Costs of Issuance Account, the amount of \$_____.
- (3) The Trustee shall deposit in the Series 2013A Reserve Account, an amount equal to \$_____, being the initial amount of the Series 2013A Reserve Requirement.
- (4) The Trustee shall deposit in the Working Capital Fund, the amount of \$_____.
- (5) The Trustee shall deposit the remainder of said proceeds \$_____ in the Series 2013A Project Account.

SECTION 9. Series 2013A Equipment Prepayments.

The Trustee shall deposit all Series 2013A Equipment Prepayments in the Series 2013A Base Rental Payment Account and shall apply such amounts in accordance with the Written Request of the Corporation solely to the transfer of such amounts to the Series 2013A Interest Account or the Series 2013A Principal Account for payment of Base Rental payments with respect to the Series 2013A Bonds.

SECTION 10. Continuing Disclosure.

Notwithstanding any other provision of the Indenture, failure of the City to comply with the Series 2013A Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee may and, at the request of a Participating Underwriter (as defined in the Series 2013A Continuing Disclosure Certificate), or the Owners of at least twenty-five percent (25%) of the aggregate principal amount of the Outstanding Series 2013A Bonds, shall, or any Bondholder or Beneficial Owner (as defined in the Series 2013A Continuing Disclosure Certificate) may, take such actions as may be necessary and appropriate to cause the City to comply with the provisions of the Series 2013A Continuing Disclosure Certificate; provided that any such action may be instituted only in a federal or state court located in the City, and that the sole remedy under the Continuing Disclosure Certificate in the event of any failure of the City to comply with the Continuing Disclosure Certificate shall be an action to compel performance.

SECTION 11. Trustee's Fees and Expenses and Compliance with City Contracting Requirements.

Attached hereto as Exhibit B and hereby incorporated herein by reference is a listing of the Trustee's fees and charges. So long as any Series 2013A Bond remains Outstanding, the Trustee shall not increase any of the fees and charges on Exhibit B without the prior written consent of an Authorized Officer of the Corporation.

The Trustee further agrees to comply with and be bound by the current contracting requirements of the City Charter and Administrative Code as summarized in Exhibit C.

SECTION 12. Execution in Counterparts.

This Twentieth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Twentieth Supplemental Indenture by their officers thereunto duly authorized as of the day and year first written above.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

CITY AND COUNTY OF SAN FRANCISCO
FINANCE CORPORATION

By _____
President

Attest:

Secretary

[Signature Page to Twentieth Supplemental Indenture]

EXHIBIT A

FORM OF SERIES 2013A BONDS

UNLESS THIS SERIES 2013A BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY SERIES 2013A BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. R- _____ \$

**CITY AND COUNTY OF SAN FRANCISCO FINANCE CORPORATION
LEASE REVENUE BOND, SERIES 2013A (EQUIPMENT PROGRAM)**

Maturity Date	Interest Rate	Issue Date	CUSIP
	%	_____, 2013	

Registered Owner: _____

Principal Amount: _____ DOLLARS

THE CITY AND COUNTY OF SAN FRANCISCO FINANCE CORPORATION, a nonprofit public benefit corporation duly organized and existing under and pursuant to the laws of the State of California (herein called the "Corporation"), for value received, hereby promises to pay (but only out of the revenues hereinafter referred to) to the Registered Owner specified above, or registered assigns, on the Maturity Date specified above (subject to any right of prior redemption hereinafter provided for) the Principal Amount specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money at the Interest Rate specified above, payable on April 1 and October 1 in each year (each, an "Interest Payment Date"), commencing October 1, 2013.

If this Series 2013A Bond is authenticated and registered on any date prior to the close of business on September 15, 2013, it shall bear interest from the issue date hereof. If authenticated during the period between any Record Date (defined as the 15th day of the month preceding an Interest Payment Date) and the close of business on its corresponding Interest Payment Date, it shall bear interest from such Interest Payment Date. Otherwise, this Series 2013A Bond shall bear interest from the Interest Payment Date immediately preceding the date of its authentication, provided, however, that if, at the time of authentication of this Series 2013A Bond, interest is then in default on outstanding Series 2013A Bonds, this Series 2013A Bond

shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

The interest represented by this Series 2013A Bond is payable by check mailed to the Registered Owner at the address appearing on the bond registration books as of the close of business on the Record Date immediately preceding each Interest Payment Date; provided that upon the written request of at least \$1,000,000 in aggregate principal amount of Series 2013A Bonds on or prior to the applicable Record Date, such payment shall be made by wire transfer in immediately available funds to an account with a financial institution within the United States of America designated by such Owner. The principal hereof is payable at the Principal Corporate Trust Office of U.S. Bank National Association, as trustee (together with any successor, the "Trustee").

This Series 2013A Bond is one of a duly authorized issue of Series 2013A Bonds of the Corporation designated as the "City and County of San Francisco Finance Corporation Lease Revenue Bonds, Series 2013A (Equipment Program)" (herein called the "Series 2013A Bonds"), of an aggregate principal amount of \$XXX, all issued pursuant to the provisions of an Indenture by and between the Corporation and the Trustee, dated as of January 1, 1991, as amended and restated as of October 15, 1998, and as supplemented by a Twentieth Supplemental Indenture, by and between the Corporation and the Trustee, dated as of May 1, 2013 (as so supplemented and as previously supplemented, the "Indenture"), providing for the issuance of the Series 2013A Bonds.

Capitalized terms used herein which are not defined herein shall have the meaning set forth in the Indenture.

Reference is hereby made to the Indenture (a copy of which is on file at said Principal Corporate Trust Office of the Trustee) for a description of the terms on which the Series 2013A Bonds are issued, the provisions with regard to the nature and extent of the Base Rental payment (as that term is defined in the Indenture), and the rights thereunder of the Owners of the Series 2013A Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Corporation thereunder, to all of the provisions of which Indenture the Registered Owner of this Series 2013A Bond, by acceptance hereof, assents and agrees.

This Series 2013A Bond and the interest hereon and all other Series 2013A Bonds and the interest thereon (to the extent set forth in the Indenture) are payable from, and are secured by a charge and lien on, the Base Rental payments payable to the Corporation by the City and County of San Francisco (the "City") with respect to the Series 2013A Equipment pursuant to the Equipment Lease, by and between the Corporation, as lessor, and the City, as lessee, dated as of January 1, 1991, as amended and restated as of October 15, 1998, and as supplemented by Equipment Lease Supplement No. 19, by and between the Corporation and the City, dated as of May 1, 2013 (as so supplemented and as previously supplemented, the "Lease") and amounts held in the funds and accounts established pursuant to the Indenture (except the Rebate Fund) for the payment of the Series 2013A Bonds. As and to the extent set forth in the Indenture, all such amounts are pledged to and constitute a trust fund, in accordance with the terms hereof and the provisions of the Indenture, for the security and payment or redemption of, and for the security and payment of interest on, the Series 2013A Bonds; but nevertheless, in accordance with the Indenture, out of such amounts certain amounts may be applied for other purposes as provided in the Indenture.

The Series 2013A Bonds of this issue constitute special obligations, and evidence a special indebtedness, of the Corporation, which are a charge upon, and payable, both as to principal and interest, and as to any premiums upon the redemption of any thereof, solely from the amounts specified in the Indenture and in the proceedings for their issuance, and do not constitute a debt of the City, the State of California, or any of its political subdivisions and neither the City, the State of California, nor any of its political subdivisions is liable thereon, nor in any event shall the Series 2013A Bonds be payable out of any funds or property other than such amounts. The Series 2013A Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction.

The rights and obligations of the Corporation and the Owners of the Series 2013A Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall (1) extend the fixed maturity of this Series 2013A Bond or reduce the rate of interest hereon or extend the time of payment of interest, or reduce the amount of the principal hereof, without the consent of the Owners hereof, or (2) reduce the percentage of Series 2013A Bonds required for the affirmative vote or written consent to an amendment or modification, or (3) modify any of the rights or obligations of the Trustee without the written assent thereto by the Trustee; all as more fully set forth in the Indenture.

The Series 2013A Bonds are subject to redemption under the circumstances prescribed and as provided in the Indenture. The Series 2013A Bonds are not subject to optional redemption.

If this Series 2013A Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

The Series 2013A Bonds are issuable only as fully registered bonds without coupons in the denomination of \$5,000 and any authorized multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Series 2013A Bonds may be exchanged for a like aggregate principal amount of fully registered Series 2013A Bonds of any other authorized denominations subject to the conditions and restrictions contained in the Indenture.

This Series 2013A Bond is transferable by the Registered Owner hereof, in person or by attorney duly authorized in writing, at said office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Series 2013A Bond. Upon such transfer a new fully registered Series 2013A Bond or Series 2013A Bonds without coupons of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity, will be issued to the transferee in exchange herefor.

The Corporation and the Trustee may treat the Registered Owner hereof as the absolute Owner hereof for all purposes, and the Corporation and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Series 2013A

Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the Charter of the City and the laws of the State of California, and that the amount of this Series 2013A Bond, together with all other indebtedness of the Corporation, does not exceed any limit prescribed by any laws of the State of California or by the Charter of the City, and is not in excess of the amount of Series 2013A Bonds permitted to be issued under the Indenture.

This Series 2013A Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been signed by the Trustee.

IN WITNESS WHEREOF, THE CITY AND COUNTY OF SAN FRANCISCO FINANCE CORPORATION has caused this Lease Revenue Bond, Series 2013A (Equipment Program) to be executed in its name and on its behalf with the manual or facsimile signature of its President and its seal to be reproduced hereon and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, all as of the issue date hereof.

CITY AND COUNTY OF SAN FRANCISCO
FINANCE CORPORATION

By _____
President

[Seal]

Attest:

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the City and County of San Francisco Finance Corporation Lease Revenue Bonds, Series 2013A (Equipment Program) described in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

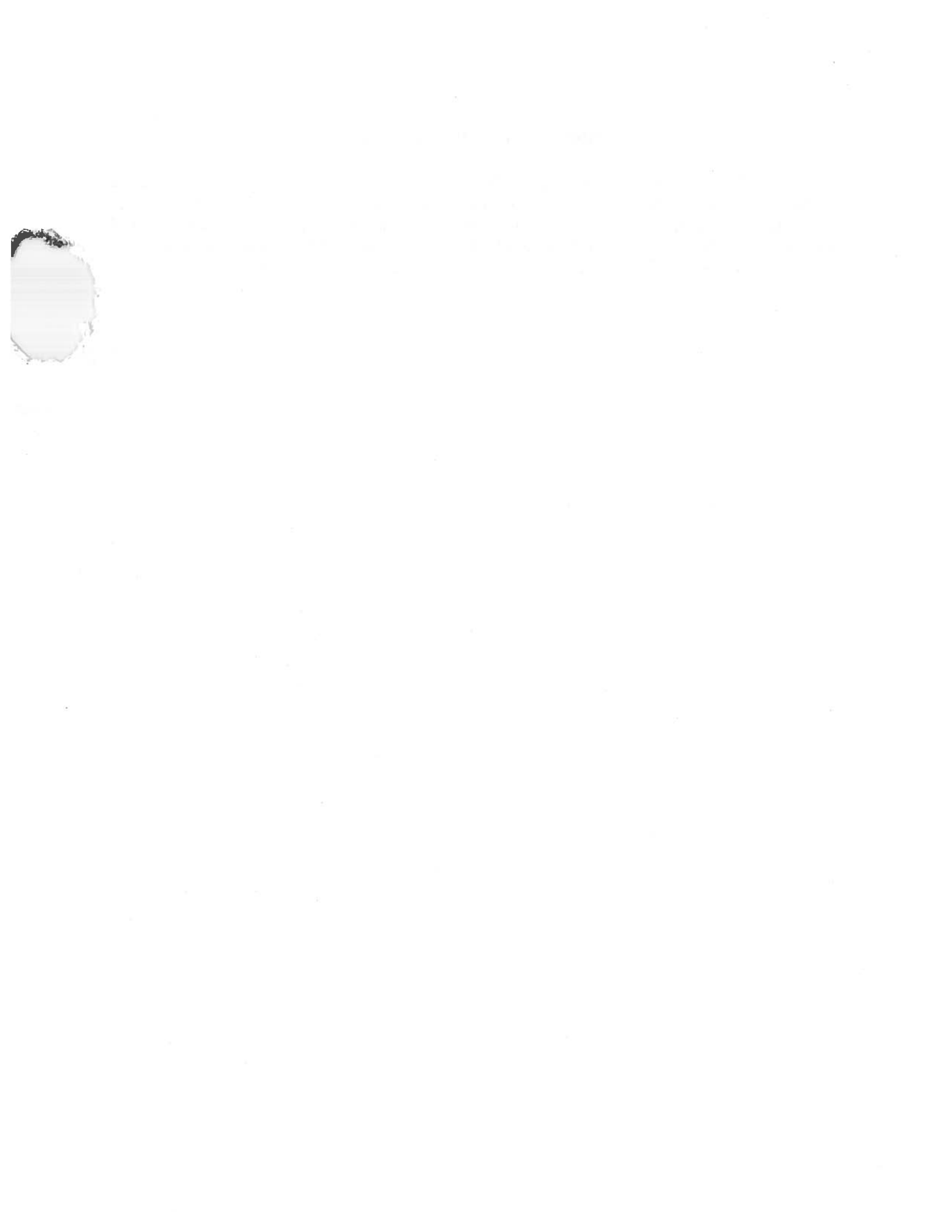
Dated: _____

By _____
Authorized Officer

OPINION OF BOND COUNSEL

The following is a true copy of the text of the opinion rendered to the City and the Corporation by Squire Sanders (US) LLP in connection with the original issuance of the Series 2013A Bonds. The opinion is dated as of and premised on the transcript of proceedings examined and the law in effect on the date of the original delivery of the Series 2013A Bonds. A signed copy of the opinion is on file in the office of the Trustee.

Trustee



[TO BE INSERTED ON DELIVERY]

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned Series 2013A Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Trustee with full power of substitution in the premises.

Dated: _____

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Series 2013A Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guarantee:

(Signature(s) must be guaranteed by
an eligible guarantor institution.)

EXHIBIT B

TRUSTEE'S FEES AND EXPENSES

**Schedule of Fees for Services as
Trustee, Paying Agent, Registrar and Transfer Agent
For
City and County of San Francisco Finance Corporation
Lease Revenue Bonds, Series 2013A (Equipment Program)**

- CTS04200 **Trustee** Annual fee for the standard trustee services associated with the administration of the account. Administration fees are payable in advance. \$ _____
- CTS01010A **Acceptance Fee** The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing. \$ _____
- CTS16156B **Legal Expenses** Includes fees and expenses of legal counsel as well as the rendering of a standard legal opinion if required. \$ _____

Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.

Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT C

ADDITIONAL CITY REQUIREMENTS

As used in this *Exhibit C*, “*Agreement*” means the Indenture, as supplemented by the Twentieth Supplemental Indenture.

To the extent of any inconsistency between the provisions in this *Exhibit C* and provisions in *Exhibits C* of any existing Supplemental Indentures, the provisions of this *Exhibit C* shall control.

1. *Conflict of Interest.* Through its execution of this Agreement, Trustee acknowledges that it is familiar with the provision of Section 15.103 of the City’s Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

2. *Proprietary or Confidential Information of City.* Trustee understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Trustee may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Trustee agrees that all information disclosed by City to Trustee shall be held in confidence and used only in performance of the Agreement. Trustee shall exercise the same standard of care to protect such information as a reasonably prudent Trustee would use to protect its own proprietary data.

3. *Ownership of Results.* Any interest of Trustee or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Trustee or its Subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Trustee may retain and use copies for reference and as documentation of its experience and capabilities.

4. *Works for Hire.* If, in connection with services performed under this Agreement, Trustee or its Subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Trustee or its Subcontractors under this Agreement are not works for hire under U.S. law, Trustee hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Trustee may retain and use copies of such works for reference and as documentation of its experience and capabilities.

5. *Audit and Inspection of Records.* Trustee agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Trustee will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Trustee shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

6. *Subcontracting.* Trustee is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

7. *Assignment.* The services to be performed by Trustee are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Trustee unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

8. *Non-Waiver of Rights.* The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

9. *Earned Income Credit (EIC) Forms.* Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Trustee shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Trustee has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Trustee; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Trustee of the terms of this Agreement. If, within thirty days after Trustee receives written notice of such a breach, Trustee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Trustee fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Trustee shall require the Subcontractor to comply, as to the Subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall

have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

10. *Local Business Enterprise Utilization; Liquidated Damages.*

(a) *The LBE Ordinance.* Trustee, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “*LBE Ordinance*”), provided such amendments do not materially increase Trustee’s obligations or liabilities, or materially diminish Trustee’s rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Trustee’s willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Trustee’s obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Trustee shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

(b) *Compliance and Enforcement.* If Trustee willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Trustee shall be liable for liquidated damages in an amount equal to Trustee’s net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City’s Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the “*Director of HRC*”) may also impose other sanctions against Trustee authorized in the LBE Ordinance, including declaring the Trustee to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Trustee’s LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Trustee acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Trustee further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Trustee on any contract with City. Trustee agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

11. *Nondiscrimination; Penalties.*

(a) *Trustee Shall Not Discriminate.* In the performance of this Agreement, Trustee agrees not to discriminate against any employee, City and County employee working with such Trustee or Subcontractor, applicant for employment with such Trustee or Subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person’s race, color, creed, religion, national origin, ancestry, age,

hNinet, wNinet, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) *Subcontracts.* Trustee shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all Subcontractors to comply with such provisions. Trustee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) *Nondiscrimination in Benefits.* Trustee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

(d) *Condition to Contract.* As a condition to this Agreement, Trustee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

(e) *Incorporation of Administrative Code Provisions by Reference.* The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Trustee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Trustee understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Trustee and/or deducted from any payments due Trustee.

12. *MacBride Principles—Northern Ireland.* Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Trustee acknowledges and agrees that he or she has read and understood this section.

13. *Tropical Hardwood and Virgin Redwood Ban.* Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges Trustees not to

import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

14. *Drug-Free Workplace Policy.* Trustee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Trustee agrees that any violation of this prohibition by Trustee, its employees, agents or assigns will be deemed a material breach of this Agreement.

15. *Resource Conservation.* Chapter 5 of the San Francisco Environment Code ("*Resource Conservation*") is incorporated herein by reference. Failure by Trustee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

16. *Compliance with Americans with Disabilities Act.* Trustee acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Trustee, must be accessible to the disabled public. Trustee shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Trustee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Trustee, its employees, agents or assigns will constitute a material breach of this Agreement.

17. *Sunshine Ordinance.* In accordance with San Francisco Administrative Code §67.24(e), contracts, Trustees' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

18. *Public Access to Meetings and Records.* If the Trustee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Trustee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Trustee agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Trustee further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Trustee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Trustee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

19. *Limitations on Contributions.* Through execution of this Agreement, Trustee acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental

Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Trustee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Trustee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Trustee's board of directors; Trustee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Trustee; any Subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Trustee. Additionally, Trustee acknowledges that Trustee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Trustee further agrees to provide to City the names of each person, entity or committee described above.

20. *Requiring Minimum Compensation for Covered Employees.* (a) Trustee agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Trustee's obligations under the MCO is set forth in this Section. Trustee is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

(b) The MCO requires Trustee to pay Trustee's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Trustee is obligated to keep informed of the then-current requirements. Any subcontract entered into by Trustee shall require the Subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Trustee's obligation to ensure that any Subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any Subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Trustee.

(c) Trustee shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

(d) Trustee shall maintain employee and payroll records as required by the MCO. If Trustee fails to do so, it shall be presumed that the Trustee paid no more than the minimum wage required under State law.

(e) The City is authorized to inspect Trustee's job sites and conduct interviews with employees and conduct audits of Trustee.

(f) Trustee's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Trustee fails to comply with these requirements. Trustee agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Trustee's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

(g) Trustee understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Trustee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Trustee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

(h) Trustee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

(i) If Trustee is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Trustee later enters into an agreement or agreements that cause Trustee to exceed that amount in a fiscal year, Trustee shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Trustee and this department to exceed \$25,000 in the fiscal year.

21. *Requiring Health Benefits for Covered Employees.* Trustee agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee, Trustee shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Trustee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if the Trustee is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

(c) Trustee's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Trustee if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Trustee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Trustee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

(d) Any Subcontract entered into by Trustee shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Trustee shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Trustee shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Trustee based on the Subcontractor's failure to comply, *provided* that City has first provided Trustee with notice and an opportunity to obtain a cure of the violation.

(e) Trustee shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Trustee's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Trustee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

(g) Trustee shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

(h) Trustee shall keep itself informed of the current requirements of the HCAO.

(i) Trustee shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

(j) Trustee shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

(k) Trustee shall allow City to inspect Trustee's job sites and have access to Trustee's employees in order to monitor and determine compliance with HCAO.

(l) City may conduct random audits of Trustee to ascertain its compliance with HCAO. Trustee agrees to cooperate with City when it conducts such audits.

(m) If Trustee is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Trustee later enters into an agreement or agreements that cause Trustee's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Trustee and the City to be equal to or greater than \$75,000 in the fiscal year.

22. *Prohibition on Political Activity with City Funds.* In accordance with San Francisco Administrative Code Chapter 12.G, Trustee may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "*Political Activity*") in the performance of the services provided under this Agreement. Trustee agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Trustee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Trustee from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Trustee's use of profit as a violation of this section.

23. *Preservative-treated Wood Containing Arsenic.* Trustee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "*preservative-treated wood containing arsenic*" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Trustee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Trustee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "*saltwater immersion*" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

24. *Compliance with Laws.* Trustee shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such

local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

25. *Protection of Private Information.* Trustee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Trustee agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Trustee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Trustee.

26. *Graffiti Removal.* Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Trustee shall remove all graffiti from any real property owned or leased by Trustee in the City and County of San Francisco within forty-Ninet (48) hours of the earlier of Trustee's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Trustee to breach any lease or other agreement that it may have concerning its use of the real property. The term "*graffiti*" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Trustee to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

27. *Food Service Waste Reduction Requirements.* Effective June 1, 2007, Trustee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth.

This provision is a material term of this Agreement. By entering into this Agreement, Trustee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Trustee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Trustee's failure to comply with this provision.

28. *Cooperative Drafting.* This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

