

File No. 231166

Committee Item No. 10

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date November 15, 2023

Board of Supervisors Meeting Date _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- Draft First Supplement to the Fiscal Agent Agreement
- Draft Bond Purchase Agreement
- Draft Preliminary Official Statement
- Fiscal Agent Agreement 2/1/2022
- Special Fund Administration Agreement 9/1/2022
- TIDA/CON Presentation 11/15/2023
- _____
- _____
- _____

Completed by: Brent Jalipa Date November 9, 2023

Completed by: Brent Jalipa Date _____

1 [Authorizing the Issuance of Special Tax Bonds - Improvement Area No. 2 of the City and
2 County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) - Not to
3 Exceed Aggregate Principal Amount of \$17,000,000]

4 **Resolution authorizing the issuance and sale of one or more series of Special Tax**
5 **Bonds for City and County of San Francisco Community Facilities District No. 2016-1**
6 **(Treasure Island) with respect to its Improvement Area No. 2 in the aggregate principal**
7 **amount not to exceed \$17,000,000 approving related documents, including an Official**
8 **Statement, First Supplement to Fiscal Agent Agreement, Bond Purchase Agreement,**
9 **and Continuing Disclosure Undertaking; and determining other matters in connection**
10 **therewith, as defined herein.**

11
12 WHEREAS, The Board of Supervisors ("Board of Supervisors") of the City and County
13 of San Francisco ("City") previously conducted proceedings under and pursuant to the Mello-
14 Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of
15 Title 5 (commencing with Section 53311) of the California Government Code ("Act"), to form
16 (i) "City and County of San Francisco Community Facilities District No. 2016-1 (Treasure
17 Island)" ("CFD"), (ii) an initial improvement area, designated "Improvement Area No. 1 of the
18 City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island)"
19 and (iii) "City and County of San Francisco Community Facilities District No. 2016-1 (Treasure
20 Island) (Future Annexation Area)" ("Future Annexation Area"); and

21 WHEREAS, Pursuant to Resolution No. 8-17, which was adopted by the Board of
22 Supervisors on January 24, 2017, and signed by the Mayor on February 3, 2017 ("Resolution
23 of Formation"), the Board of Supervisors provided for, among other things, (i) the financing of
24 certain public facilities ("Facilities") by the CFD and (ii) the annexation of parcels in the Future
25 Annexation Area to the CFD pursuant to a unanimous approval ("Unanimous Approval") of the

1 owner or owners of such parcels in accordance with certain “Annexation Approval
2 Procedures” specified in the Resolution of Formation; and

3 WHEREAS, In the Resolution of Formation, the Board of Supervisors provided that
4 property within the Future Annexation Area may be annexed into the CFD as its own
5 improvement area (a “Future Improvement Area”) or to an existing improvement area; and

6 WHEREAS, On January 24, 2017, the Board of Supervisors also adopted its
7 Resolution No. 9-17, which was signed by the Mayor on February 3, 2017 (“Resolution of
8 Necessity”), determining the necessity to incur bonded indebtedness and other debt (as
9 defined in the Act) (i) in the maximum aggregate principal amount of \$250,000,000 upon the
10 security of the special tax to be levied within Improvement Area No. 1 pursuant to the Act and
11 (ii) in the aggregate principal amount of \$4,750,000,000 with respect to those portions of the
12 CFD that are not included in Improvement Area No. 1 (“Non-Improvement Area No. 1
13 Indebtedness Limit”); and

14 WHEREAS, In the Resolution of Necessity, the Board of Supervisors further provided
15 that in the event all or a portion of the Future Annexation Area is annexed as one or more
16 Future Improvement Areas, the maximum indebtedness of each such Future Improvement
17 Area shall be identified and approved in the Unanimous Approval of the property owners of
18 the property to be annexed at the time of the annexation, and the amount of the maximum
19 indebtedness for the Future Improvement Area shall be subtracted from the Non-Improvement
20 Area No. 1 Indebtedness Limit; and

21 WHEREAS, Pursuant to Resolution No. 410-20, which was adopted by the Board of
22 Supervisors on September 22, 2020, and signed by the Mayor on September 25, 2020, the
23 Board of Supervisors (i) confirmed that a Unanimous Approval was received which identifies,
24 specifies and approves the annexation of property from the Future Annexation Area to an
25 improvement area known as “Improvement Area No. 2 of the City and County of San

1 Francisco Community Facilities District No. 2016-1 (Treasure Island)” (“Improvement Area No.
2 2”), (ii) confirmed that the maximum aggregate principal amount of bonds and other debt for
3 Improvement Area No. 2 shall be \$278,200,000 and (iii) confirmed the rate and method of
4 apportionment of special tax for Improvement Area No. 2 as shown in Exhibit A to such
5 Resolution; and

6 WHEREAS, Pursuant to a Fiscal Agent Agreement, dated as of February 1, 2022
7 (“Master Fiscal Agent Agreement”), by and between the City and Zions Bancorporation,
8 National Association (“Fiscal Agent”), the City previously issued the following special tax
9 bonds on behalf of the CFD with respect to Improvement Area No. 2 (“2022 Bonds”):

10 \$25,130,000 Improvement Area No. 2 of the City and County of San Francisco Community
11 Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2022A; and

12 WHEREAS, The Board of Supervisors now wishes to provide for the issuance of one or
13 more additional series of special tax bonds (the “Bonds”) on a parity basis with the 2022
14 Bonds to finance a portion of the Authorized Facilities and related costs and expenses; and

15 WHEREAS, There has been submitted to the Board of Supervisors a form of a First
16 Supplement to the Fiscal Agent Agreement between the City and the Fiscal Agent (“First
17 Supplement”; together with the Master Fiscal Agent Agreement, “Fiscal Agent Agreement”),
18 which, among other things, supplements the Master Fiscal Agent Agreement for the purposes
19 of issuing one or more additional series of special tax bonds, and the Board of Supervisors
20 with the aid of its staff has reviewed the First Supplement and found it to be in proper order;
21 and

22 WHEREAS, There has also been submitted to the Board of Supervisors a form of
23 preliminary Official Statement in connection with the marketing of the Bonds and the Board of
24 Supervisors, with the aid of its staff, has reviewed the preliminary Official Statement to assure
25 disclosure of all material facts relating to the Bonds; and

1 WHEREAS, In accordance with Government Code, Section 5852.1, the Board of
2 Supervisors has obtained and disclosed a good faith estimate prepared by the City's
3 municipal advisor of (a) the true interest cost of the Bonds, (b) the finance charge of the
4 Bonds, (c) the amount of proceeds received by the City for sale of the Bonds less the finance
5 charge and any reserves or capitalized interest paid or funded with proceeds of the Bonds,
6 and (d) the sum total of all payments the City will make to pay debt service on the Bonds plus
7 the finance charge of the Bonds not paid with the proceeds of the Bonds; and

8 WHEREAS, All conditions, things and acts required to exist, to have happened and to
9 have been performed precedent to and in the issuance of the Bonds and the levy of the
10 special taxes as contemplated by this Resolution and the documents referred to herein exist,
11 have happened and have been performed in due time, form and manner as required by the
12 laws of the State of California, including the Mello-Roos Act; and

13 WHEREAS, The City, for itself and for and on behalf of the CFD, the Treasure Island
14 Development Authority ("TIDA"), the City and County of San Francisco Infrastructure and
15 Revitalization Financing District No. 1 (Treasure Island) (the "IRFD"), and Zions
16 Bancorporation, National Association, as special fund trustee (the "Special Fund Trustee"),
17 have entered into a Special Fund Administration Agreement, dated as of September 1, 2022
18 ("Special Fund Administration Agreement"), for the purpose of facilitating a more orderly
19 administration of the revenues generated by the CFD and the IRFD; now, therefore, be it

20 RESOLVED, That the foregoing recitals are true and correct; and, be it

21 FURTHER RESOLVED, That pursuant to the Mello-Roos Act, this Resolution and the
22 Fiscal Agent Agreement, one or more series of Bonds, in an aggregate principal amount not
23 to exceed \$17,000,000, are hereby authorized to be issued; and, be it

24 FURTHER RESOLVED, That the Bonds shall be dated, bear interest at the rates,
25 mature on the dates, be issued in the form, be subject to redemption, and otherwise be issued

1 on the terms and conditions, all as set forth in the Fiscal Agent Agreement and in accordance
2 with this Resolution; provided, however, that the interest rate borne by each series of Bonds
3 shall not exceed the maximum rate permitted by law; the Bonds may be issued as tax-exempt
4 bonds or as taxable bonds; the Fiscal Agent, an Authorized Officer (as defined herein) and
5 other responsible officers of the City are hereby authorized and directed to take such actions
6 as are required to cause the delivery of the Bonds upon receipt of the purchase price thereof;
7 and, be it

8 FURTHER RESOLVED, That the Board of Supervisors hereby finds that the issuance
9 of the Bonds is in compliance with the Mello-Roos Act and applicable provisions of the City's
10 "Amended and Restated Local Goals and Policies for Community Facilities Districts and
11 Special Tax Districts" adopted by the Board of Supervisors on November 26, 2013, by
12 Resolution No. 414-13, and signed by the Mayor on November 27, 2013 ("Goals and
13 Policies"); more specifically, the Board of Supervisors hereby makes the following
14 determinations:

15 (i) The rate and method of apportionment of special taxes for Improvement Area
16 No. 2 is in compliance with the Goals and Policies.

17 (ii) The appraisal described in the preliminary Official Statement (the "Appraisal")
18 has been prepared in accordance with the Goals and Policies.

19 (iii) Section 53345.8 of the Mello-Roos Act requires, with certain exceptions,
20 that the value of the real property subject to special taxes levied in Improvement Area
21 No. 2 must be at least three times the principal amount of the Bonds and the principal
22 amount of all other bonds that will be outstanding following issuance of the Bonds that
23 are secured by a special tax levied pursuant to the Mello-Roos Act on property within
24 the Improvement Area No. 2 or a special assessment levied on property within
25 Improvement Area No. 2, and the Board of Supervisors hereby determines that the

1 Appraisal concludes that the market value of the property within Improvement Area No.
2 2 (subject to the various assumptions and conditions set forth in the Appraisal) is at
3 least three times (i) the initial principal amount of the Bonds authorized by this
4 Resolution and (ii) the outstanding principal amount of all other outstanding bonds that
5 are secured by a special tax or special assessment levied on property within
6 Improvement Area No. 2; and, be it

7 FURTHER RESOLVED, That the Board of Supervisors hereby approves the form of
8 the First Supplement, in substantially the form on file with the Clerk of the Board of
9 Supervisors; each of the Mayor, the Controller and the Director of the Office of Public
10 Finance, or such other official of the City as may be designated by such officials (each, an
11 "Authorized Officer"), is hereby authorized and directed to execute and deliver, and the Clerk
12 of the Board of Supervisors is hereby authorized and directed to attest to, the First
13 Supplement in substantially the form on file with the Clerk of the Board of Supervisors,
14 together with such additions or changes as are approved by such Authorized Officer upon
15 consultation with the City Attorney and the City's bond counsel, including such additions or
16 changes as are necessary or advisable to permit the timely issuance, sale and delivery of the
17 Bonds; the approval of such additions or changes shall be conclusively evidenced by the
18 execution and delivery by an Authorized Officer of the First Supplement; the proceeds of the
19 Bonds shall be used as set forth in the Fiscal Agent Agreement; the terms and provisions of
20 the First Supplement, as executed, are incorporated herein by this reference as if fully set
21 forth herein; and, be it

22 FURTHER RESOLVED, That the Board of Supervisors hereby approves the Official
23 Statement prepared in connection with the Bonds in the form on file with the Clerk of the
24 Board of Supervisors, together with any changes therein or additions thereto deemed
25 advisable by an Authorized Officer after consultation with the City's disclosure counsel; the

1 Board hereby approves and authorizes the distribution by the Underwriter of the Bonds
2 (defined below) of the preliminary Official Statement to prospective purchasers of the Bonds,
3 and authorizes and directs an Authorized Officer on behalf of the City to deem the preliminary
4 Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934
5 ("Rule") prior to its distribution to prospective purchasers of the Bonds; the execution of the
6 final Official Statement, which shall include then current financial information regarding
7 Improvement Area No. 2 and such other changes and additions thereto deemed advisable by
8 an Authorized Officer and such information permitted to be excluded from the preliminary
9 Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the
10 Official Statement by the City; and, be it

11 FURTHER RESOLVED, That the Board of Supervisors hereby approves the form of
12 the continuing disclosure undertaking ("Continuing Disclosure Undertaking") with respect to
13 the Bonds in the form thereof attached to the Official Statement on file with the Clerk of the
14 Board of Supervisors; an Authorized Officer is hereby authorized and directed to complete
15 and execute the Continuing Disclosure Undertaking on behalf of the City with such changes,
16 additions or deletions as may be approved by the Authorized Officer in consultation with the
17 City's disclosure counsel; and, be it

18 FURTHER RESOLVED, That the form of the Bond Purchase Agreement ("Purchase
19 Contract") providing for the sale of the Bonds by the City to Stifel, Nicolaus & Company,
20 Incorporated, as underwriter ("Underwriter"), on file with the Clerk of the Board is hereby
21 approved and each of the Authorized Officers is hereby authorized to execute the Purchase
22 Contract in the form so approved, with such additions thereto and changes therein as are
23 necessary to conform the Purchase Contract to the dates, amounts and interest rates
24 applicable to the Bonds as of the sale date or as are approved by an Authorized Officer upon
25 consultation with the City Attorney and the City's bond counsel; provided that the maximum

1 amount of Underwriter's discount on the sale of each series of Bonds may not exceed 2.00%
2 of the par amount of such series of Bonds; approval of such additions and changes shall be
3 conclusively evidenced by the execution and delivery of the Purchase Contract by an
4 Authorized Officer; the Board of Supervisors hereby finds that sale of the Bonds to the
5 Underwriter at a negotiated sale pursuant to the Purchase Contract will result in a lower
6 overall cost than would be achieved by selling the Bonds utilizing competitive bidding; and, be
7 it

8 FURTHER RESOLVED, Pursuant to Section 53345.8 of the Act, the Board of
9 Supervisors hereby finds and determines that an Authorized Officer may not execute and
10 deliver the Bond Purchase Agreement unless the Appraisal concludes that the taxable
11 property in Improvement Area No. 2 has a market value (subject to the various assumptions
12 and conditions set forth in the Appraisal) at least three times the principal amount of the
13 Bonds to be sold and the principal amount of all other bonds outstanding that are secured by
14 a special tax levied pursuant to the Act on property within Improvement Area No. 2 or a
15 special assessment levied on property within the Improvement Area No. 2; and, be it

16 FURTHER RESOLVED, That the Bonds shall be prepared, executed and delivered to
17 the Fiscal Agent for authentication, all in accordance with the terms of the Fiscal Agent
18 Agreement and the Purchase Contract; and, be it

19 FURTHER RESOLVED, That the City, for itself and for and on behalf of the CFD, is
20 hereby authorized and directed to execute and deliver any amendment to the Special Fund
21 Administration Agreement that an Authorized Officer determines is necessary to consummate
22 the lawful issuance and delivery of the Bonds in accordance with this Resolution and the
23 Fiscal Agent Agreement; and, be it

24 FURTHER RESOLVED, That the Director of the Office of Public Finance is hereby
25 authorized to determine, after consultation with the City's bond counsel, municipal advisors

1 and the Underwriter, (i) the name of the Bonds, (ii) whether all or a portion of one or more
2 series of Bonds shall be designated as “green bonds,” (iii) the final principal amount of each
3 series of the Bonds and (iv) whether each series of the Bonds will be issued as tax-exempt or
4 taxable bonds; and, be it

5 FURTHER RESOLVED, That all actions heretofore taken by the officers and agents of
6 the City (including, but not limited to, the Authorized Officers) with respect to the
7 establishment of the CFD and Improvement Area No. 2, the annexation of properties to
8 Improvement Area No. 2, the levy of the special tax and the issuance of the Bonds are hereby
9 approved, confirmed and ratified, and the appropriate officers of the City are hereby
10 authorized and directed to do any and all things and take any and all actions and execute any
11 and all certificates, agreements and other documents, which they, or any of them, may deem
12 necessary or advisable in order to accomplish the purposes of this Resolution and
13 consummate the lawful issuance and delivery of the Bonds in accordance with this
14 Resolution, any determination authorized by this Resolution, and any certificate, agreement,
15 and other document described in the documents herein approved; all actions to be taken by
16 an Authorized Officer, as defined herein, may be taken by such Authorized Officer or any
17 designee, with the same force and effect as if taken by the Authorized Officer; and, be it

18 FURTHER RESOLVED, That if any section, subsection, sentence, clause, phrase, or
19 word of this Resolution, or any application thereof to any person or circumstance, is held to be
20 invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision
21 shall not affect the validity of the remaining portions or applications of this Resolution, the
22 Board hereby declaring that it would have passed this Resolution and each and every section,
23 subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional
24 without regard to whether any other portion of this Resolution or application thereof would be
25 subsequently declared invalid or unconstitutional; and, be it

1 FURTHER RESOLVED, That this Resolution shall take effect upon its adoption.

2

3 APPROVED AS TO FORM:
4 DAVID CHIU, City Attorney

5 By: /s/ MARK D. BLAKE
6 MARK D. BLAKE
 Deputy City Attorney

7 n:\spec\as2023\0600537\01714472.docx

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

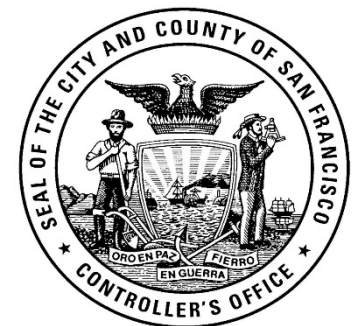
24

25

Improvement Area No. 2 of Community Facilities District No. 2016-1 (Treasure Island)

Infrastructure & Revitalization Financing District No. 1 (Treasure Island)

BUDGET & FINANCE COMMITTEE



November 15, 2023

City & County of San Francisco
Treasure Island Development Authority &
Controller's Office of Public Finance



Actions for Consideration by Committee

SPECIAL TAX BONDS

- Resolution Authorizing the Issuance of Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds Not to Exceed \$17,000,000

TAX INCREMENT REVENUE BONDS

- Resolution Authorizing the Issuance of City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island) Tax Increment Revenue Bonds Not to Exceed \$10,000,000
- Ordinance appropriating \$1,540,000 in Tax Increment Revenue Bond Proceeds in Treasure Island Infrastructure and Revitalization Financing District – FY2023-24



Milestones for Treasure Island CFD and IRFD

- **June 2011** – Disposition and Development Agreement signed
- **January 2017** – Community Facilities District (CFD) and Infrastructure and Revitalization Financing District (IRFD) formed by Board of Supervisors to facilitate future funding of the Project
- **October 2020** – First CFD bond issuance for Improvement Area No. 1 in the amount of \$17.135 million
- **July 2021** – Second CFD bond issuance for Improvement Area No. 1 in the amount of \$41.340 million
- **January 2022** – First CFD bond issuance for Improvement Area No. 2 in the amount of \$25.13 million; third CFD bond issuance overall for Treasure Island Project
- **September 2022** – First IRFD bond issuance for the Infrastructure and Revitalization Financing District No. 1 in the amount of \$25.39 million
- ***November 2023** – Board of Supervisors considers approval of second issuance of Improvement Area No. 2 Special Tax Bonds (CFD Bonds) in amount Not to Exceed \$17 million; fourth CFD issuance overall*
- ***November 2023** – Board of Supervisors considers approval of second issuance of Infrastructure and Revitalization Financing District No. 1 (Treasure Island) Tax Increment Revenue Bonds (IRFD Bonds) in an amount Not to Exceed \$10 million; second IRFD issuance overall)*
- **December 2023/January 2024** – Proposed CFD Bonds and IRFD Bonds price and close



Treasure Island Project Update

INFRASTRUCTURE IMPROVEMENTS:

- Notice of Completion (NOC) has been issued for:
 - TI Stage 1 & YBI – Utilities and Streets Infrastructure (SIP); new roadway, soil stabilization, and utility infrastructure complete
 - Water Storage, Electrical Switchyard, & Pump Facilities
 - TIDA Assets within TI Stage 1 and YBI
- First public park, The Rocks Dog Park, completed and accepted
- Ferry service running
- Bay Bridge Freeway Ramps Westbound (2016) and I-80 interchange (2023)
- Upcoming improvements: Parks (NOC expected end of 2023) - East and West Park on YBI Hilltop, Causeway Park, Waterfront Plaza, TI Storm Treatment Pump Stations



Treasure Island Project Update



HOUSING:

THE BRISTOL

- Move-ins began in June 2022
- Condominium (Studio, 1, 2, & 3-BR)
- Unit Count: 124 (14 of which are inclusionary)



MACEO MAY

- Opened in May 2023
- Swords to Plowshares & Chinatown CDC
- Unit Count: 105
- Target Population: Homeless and low-income veterans

Under Construction: 138-unit Star View Court (Mercy Housing) scheduled for completion late 2024; approx. 600 units under construction scheduled for completion by Jan. 2025.



Goals for Amending Project Agreements

- Modernize the agreements between City, TIDA, and developer to reflect changes in City policy, economic conditions, and emergent island needs since the 2011 original agreement.
- Deliver the community benefits and affordable housing that were promised. Update when and how they are provided to match reality.
- Improve City process for reviewing and permitting infrastructure.
- Accelerate City fiscal resources promised for development to be able to swiftly advance Phase 2 and accelerate performance of future phases.
- Potential assumption by the City of targeted infrastructure assigned to the Developer under the DDA.
- Restructure TIDA's budget to reflect that Treasure Island is a city neighborhood and not merely a development site.
- Establish near-term transportation options for current residents to serve their needs today; while also planning for an effective congestion management policy for the long-term.

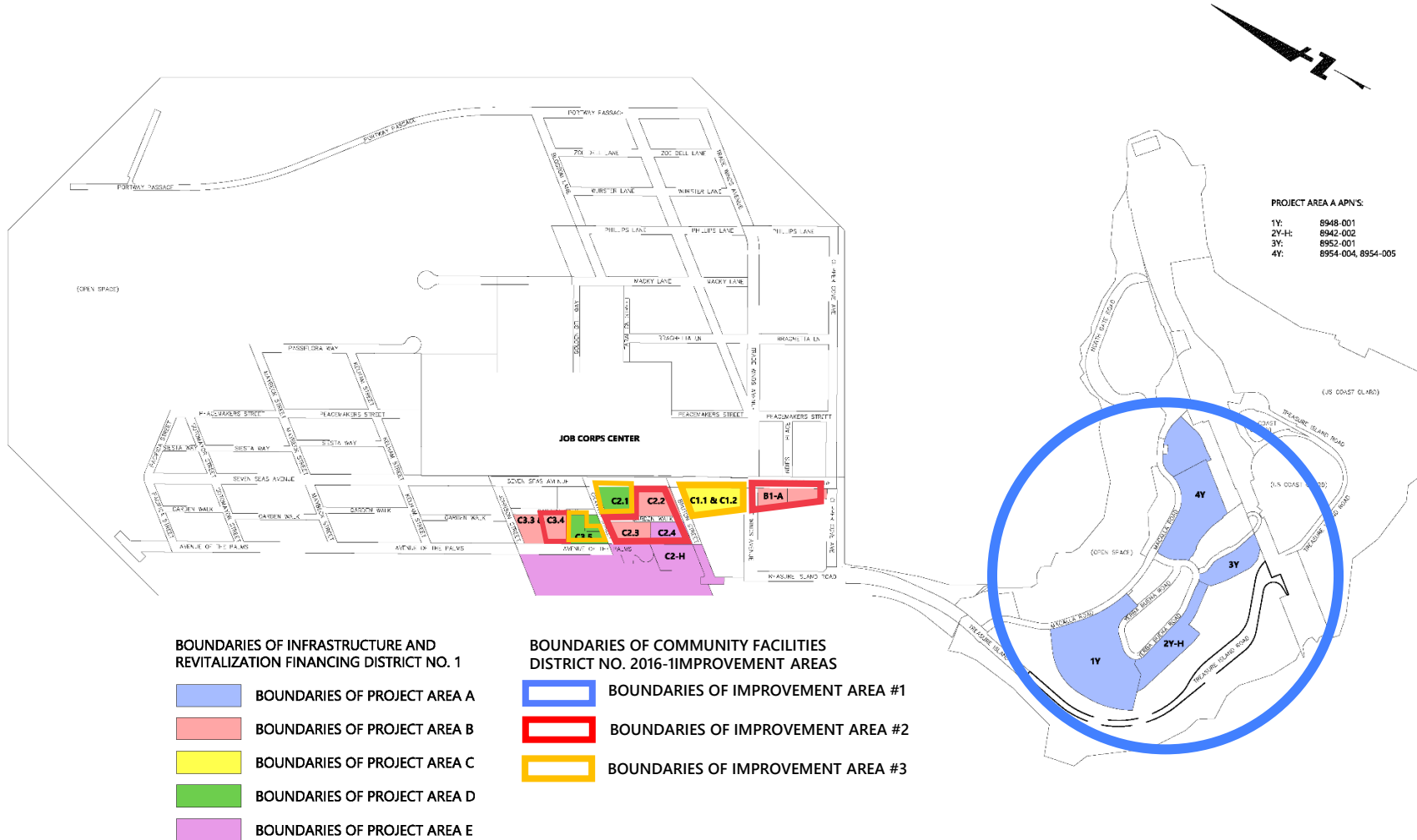


Future Project Amendments Under Consideration

1. **Project Delivery Changes:** Reorder schedule of performance deadlines for community facilities to match current needs; defer affordable housing payments until they are needed by MOHCD and defer 27 inclusionary units; build more flexibility into developer subsidies for transportation and schools.
2. **TIDA Budget Reorganization/Modernization:** Remove developer shortfall payments and oversight from TIDA's budget process and regularize developer payments of city costs to improve operations between TIDA and developer.
3. **Fiscal Measures:** Increase City investment into project through debt instruments and/or expanded tax increment allocations to more quickly repay the developer for eligible public infrastructure expenditures and increase project momentum.
4. **Integrate Treasure Island/Yerba Buena Island into SFGov:** Reorient City services and responsibilities to ensure that TI and YBI operate and are serviced on par with other neighborhoods in the city.
5. **Predictable City Permit Review:** Amend Existing Interagency Cooperation Agreement to conform to current best practices and establish clear escalation/decision protocols.



Map of the Treasure Island CFD and IRFD



Improvement Area No. 2 CFD Bonds: Overview

Security/Structure

- Secured by pledge of special taxes levied in Improvement Area 2 (IA 2) in accordance with the Rate and Method of Apportionment (“RMA”) adopted at formation
- Aggregate annual debt service coverage of 110%, net of administrative costs, based on taxes levied “Developed” parcels^[1]
- Taxes and debt service escalate at 2% per year
- Additional Special Tax Reserve Fund available to pay debt service on the proposed and outstanding Bonds until a release test tied to commencement of construction on Sub-Block B1 has been satisfied

Use of Proceeds

- CFD proceeds will reimburse the developer for qualified project costs, including but not limited to permitting and asset acceptance costs and predevelopment costs attributable to supporting public infrastructure



Source: Rendering from Treasure Island Master Developer

[1] A property for which a building permit for vertical construction has been issued on or before June 30 of prior fiscal years



Improvement Area No. 2 – Development Parcels

IMPROVEMENT AREA NO. 2 CONSISTS OF FIVE DEVELOPMENT PARCELS

Development Status & Sub-Block	Merchant Builder	Development Description	Development Status	Appraised Value*	Allocated Bond Debt*	Value-to-Lien*
Developed Property						
Sub-Block B1	Poly	Rental Residential	Site permit issued; start of construction TBD	\$10,500,000	\$4,198,750	2.50
Sub-Block C2.4	Stockbridge/ Wilson Meany JV	Rental Residential	Under construction	\$99,900,000	\$7,954,686	12.56
Sub-Block C2.2	Lennar	Rental Residential	Under construction	\$37,300,000	\$5,637,027	6.62
Sub-Block C3.4	Stockbridge/ Wilson Meany/Lennar JV	For-Sale Condos	Under construction	\$46,900,000	\$12,994,364	3.61
Vertical DDA Property						
Sub-Block C2.3	Poly	For-Sale Condos	Site permit issuance TBD	\$25,300,000	\$9,205,173	2.75
Total				\$219,900,000	\$39,990,000	5.50

* Preliminary, subject to change



Treasure Island IRFD: Overview

- FY24 Assessed Value for active Project Areas (A, B, E) of \$486,864,276 is estimated to generate \$3,130,794 of **Pledged Tax Increment**
 - City has pledged a portion of its incremental ad valorem property taxes collected on properties within the IRFD (56.588206% of the 1%, "**Net Available Increment**") to finance:
 - **82.5%** to reimburse eligible developer infrastructure costs ("Facilities Bonds")
 - **17.5%** to fund affordable housing ("Housing Bonds")
 - The City's remaining (8.00% of the 1%) portion of its share of property tax increment is pledged to the IRFD for debt service coverage
 - Funds will return to the general fund each year if not needed



Proposed IRFD Bonds

Use of Proceeds

- *Facilities (2023A)*: Expected reimbursement of qualified project costs of the developer including but not limited to geotechnical work conducted and attributable to supporting public infrastructure
- *Housing Bonds (2023B)*: Planned source for affordable housing loan to support predevelopment work on 150 units affordable housing project constructed by John Stewart Company and Catholic Charities on Treasure Island (“TI Parcel IC4.3 Project”)



Proposed IA No. 2 CFD Bonds - Estimated Sources & Uses

ESTIMATED FINANCING TERMS

- Final Maturity: September 1, 2052
- Estimated True Interest Cost: 6.56%
- Estimated Bond Proceeds: \$11.8M
- Estimated Financing Costs: \$766K
- Estimated Total Debt Service: \$32.6M

SOURCES & USES

Sources:

Par Amount	\$14,380,000
Original Issue Discount	(333,824)
Est Special Taxes on Hand	634,454
Total Sources	\$14,680,630

Uses:

Project Fund	\$11,797,443
Deposit to Parity Reserve	1,483,033
Additional Special Tax Reserve	634,454
<u>Delivery Date Expenses</u>	
Cost of Issuance	\$550,000
Underwriter's Discount	\$215,700
Total Uses	\$14,680,630



Source: Stifel, Nicolaus & Co, Inc.; Market conditions as of October 2023

Proposed IRFD Bonds – Estimated Financing Structure

- The Bonds will be structured with annual level debt service and coverage of 125% from Pledged Tax Increment

EST. FINANCING TERMS

2023A & 2023B Bonds

- Final Maturity: Sept. 1, 2053
- Est. True Interest Cost: 6.40%
- Est. Bond Proceeds: \$7.1M
- Est. Financing Costs: \$678K
- Estimated Total Debt Service: \$19.6M

SOURCES & USES

	2023A Facilities	2023B Housing	Total Bonds
Sources:			
Bond Proceeds			
Estimated Par Amount	\$7,035,000	\$1,480,000	\$8,515,000
Original Issue Discount	(143,833)	(30,365)	(174,198)
Total Sources	\$6,891,167	\$1,449,635	\$8,340,802
Uses:			
Project Fund	\$5,845,088	\$1,228,064	\$7,073,152
Debt Service Reserve Fund	486,150	103,775	589,925
<u>Delivery Date Expenses</u>			
Cost of Issuance	454,404	95,596	550,000
Underwriter's Discount	105,525	22,200	127,725
Total Uses	\$6,891,167	\$1,449,635	\$8,340,802

Source: Stifel, Nicolaus & Co, Inc.; Market conditions as of October 2023



Proposed IA2 CFD and IRFD Bonds – Risk Factors

- The proposed CFD & IRFD Bonds will be sold without a rating (non-rated)
- Certain risk factors associated with the Bonds are discussed in the “Special Risk Factors” on pg. 82-102 of the CFD Preliminary Official Statement (POS) and “Risk Factors” on pg. 71-87 of the IRFD Preliminary Official Statement (POS)
- Unique real estate risks associated with non-rated land secured bonds are discussed in the Preliminary Official Statement(s), including:
 - Adverse changes in local market conditions
 - Reduction in tax base and assessed values (IRFD)
 - Concentration of property ownership
 - Failure to develop properties
- Other significant risk factors include: public health emergencies, seismic risks, and sea level rise
- The CFD & IRFD Bonds are limited obligations of the City, secured by and payable solely from a pledge of the special taxes levied in Improvement Area No. 2 and Pledged Tax Increment, respectively
- The General Fund of the City is not liable for the payment of principal or interest on the Bonds, and the credit of the City is not pledged to the payment of the Bonds
- For the CFD, City has covenanted, under certain circumstances, to commence judicial foreclosure proceedings with respect to delinquent special taxes on property within Improvement Area No. 2, and will diligently pursue such proceedings to completion



Preliminary Official Statement

- SF Board of Supervisors is the governing body of the CFD/IRFD and approves the issuance of bonds and the form of the Preliminary Official Statement (delegating final authority to Controller's Office)
- Policy makers have a responsibility under federal securities laws to ensure that staff is aware of information that they may have unique in their capacity as policy makers that would have a material bearing of the capacity of the CFD/IRFD to repay the bonds
- The POS describes the following for prospective investors:
 - i. The terms of the Bonds
 - ii. Sources of repayment and the security for the Bonds
 - iii. Information about the CFD/IRFD and its operations and financial ability of the CFD/IRFD to make timely payments of principal of and interest on the Bonds.
 - iv. Risk Factors related to investment in CFD/IRFD bonds
- Prior to the distribution of the Preliminary Official Statement ("POS") (and final Official Statement), the disclosure will have been thoroughly and critically reviewed by TIDA and City and staff (in consultation with the City/TIDA's professional advisors, including Disclosure Counsel) to provide the most current material financial and other material information available.



APPENDIX A: ADDITIONAL INFORMATION



Treasure Island / Yerba Buena Island Highlights

- Total TICD Enhancement Program = \$2.5 Billion
- Buildout expected to continue through 2030 – 2035
- Major Projects
 - 8,000 units on TI and YBI (27.2% affordable)
 - Geotechnical improvements
 - Sea level rise mitigation and adaptive strategies
 - New utilities (electric, water, stormwater, sewer)
 - 300 acres of open space improvements (trails, parks, waterfront)
 - New ferry facilities
 - Building 1 & Hanger 2 renovation
- Major Funding Sources
 - Private capital
 - Community Facilities District; Infrastructure & Revitalization Financing District proceeds
 - State and Federal funds



FIRST SUPPLEMENT TO FISCAL AGENT AGREEMENT

by and between the

CITY AND COUNTY OF SAN FRANCISCO

and

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Fiscal Agent**

Dated as of December 1, 2023

RELATING TO

\$_____
IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1 (TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A

**FIRST SUPPLEMENT TO FISCAL AGENT AGREEMENT
TABLE OF CONTENTS**

Section 1. Authorization.....	3
Section 2. Equal Security.....	3
Section 3. Supplement to Master Fiscal Agent Agreement.....	3
ARTICLE X	
DEFINITIONS; AUTHORIZATION AND PURPOSE OF 2023A BondS; EQUAL SECURITY	
Section 10.01. Definitions.....	3
Section 10.02. Rules of Construction.....	4
ARTICLE XI	
ISSUANCE OF 2023A Bonds	
Section 11.01. Terms of 2023A Bonds.....	5
Section 11.02. Additional Transfer Restrictions Applicable to the 2023A Bonds.....	6
Section 11.03. Other Terms of the Bonds.....	7
Section 11.04. Redemption of 2023A Bonds.....	7
Section 11.05. Continuing Disclosure.....	9
Section 11.06. Private Activity Bond Limitations.....	9
Section 11.07. Federal Guarantee Prohibition.....	9
Section 11.08. Rebate Requirement.....	9
Section 11.09. No Arbitrage.....	10
Section 11.10. Yield of the 2023A Bonds.....	10
Section 11.11. Maintenance of Tax-Exemption.....	10
ARTICLE XII	
ISSUE OF 2023A BondS	
Section 12.01. Issuance of 2023A Bonds.....	11
Section 12.02. Application of Proceeds of Sale of 2023A Bonds.....	11
Section 12.03. 2023 Costs of Issuance Fund.....	12
Section 12.04. 2023A Improvement Account.....	12
Section 12.05. Additional Special Tax Reserve Fund.....	13
Section 4. Amended Definitions.....	15
Section 5. Amendment and Restatement of Subsections (B) and (C) of Section 4.03.....	15
Section 6. Amendment and Restatement of Section 4.04(B).....	15
Section 7. Amendment and Restatement of Subsections (A) and (B) of Section 4.05.....	16
Section 8. Amendment and Restatement of Section 5.01.....	18
Section 9. Amendment and Restatement of Section 5.11.....	19
Section 10. Amendment and Restatement of Section 7.03.....	20
Section 11. Amendment and Restatement of Section 9.13.....	20
Section 12. Attachment of Exhibit E.....	22
Section 13. Attachment of Exhibit F.....	22
Section 14. Limitation on Principal Amount of Parity Bonds.....	22
Section 15. Applicable Law.....	22
Section 16. Conflict with Act.....	22
Section 17. Conclusive Evidence of Regularity.....	22
Section 18. Confirmation of Master Fiscal Agent Agreement; Conflict With Master Fiscal Agent Agreement.....	22
Section 19. Electronic Signatures.....	22
Section 20. Counterparts.....	22

APPENDIX 1 EXHIBIT E - FORM OF SERIES 2023A BONDS

APPENDIX 2 EXHIBIT F - OFFICER'S CERTIFICATE REQUESTING
DISBURSEMENT FROM 2023 COSTS ISSUANCE FUND

FIRST SUPPLEMENT TO FISCAL AGENT AGREEMENT

THIS FIRST SUPPLEMENT TO FISCAL AGENT AGREEMENT, dated as of December 1, 2023 (the “**First Supplement to Fiscal Agent Agreement**”), by and between the CITY AND COUNTY OF SAN FRANCISCO, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the “**City**”) for and on behalf of the “City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island)” (the “**CFD**”) with respect to its “Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island)” (the “**Improvement Area No. 2**”), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America with a corporate trust office located in Los Angeles, California, as fiscal agent (the “**Fiscal Agent**”);

WITNESSETH:

WHEREAS, the Board of Supervisors of the City has formed the CFD, including Improvement Area No. 2, under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (section 53311 *et seq.* of the California Government Code) (the “**Act**”); and

WHEREAS, the Board of Supervisors is authorized under the Act to levy special taxes within Improvement Area No. 2 to pay for the costs of facilities and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, pursuant to a Fiscal Agent Agreement, dated as of February 1, 2022 (“**Master Fiscal Agent Agreement**”); as supplemented, the “**Agreement**”), by and between the City and the Fiscal Agent, the City previously issued the following special tax bonds on behalf of the CFD with respect to Improvement Area No. 2 (“**2022A Bonds**”): \$25,130,000 Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2022A; and

WHEREAS, the City wishes to provide for the issuance of a series of Parity Bonds and 2022A Related Parity Bonds (as defined in the Master Fiscal Agent Agreement) on behalf of the CFD with respect to Improvement Area No. 2 under Section 3.06 of the Master Fiscal Agent Agreement for the purpose of paying for the costs of acquiring and constructing the Facilities, which Parity Bonds shall be entitled “Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A” (the “**2023A Bonds**”); and

WHEREAS, Section 8.01(B)(v) of the Master Fiscal Agent Agreement provides that the Master Fiscal Agent Agreement and the rights and obligations of the City and of the Owners may be modified or amended at any time by a Supplemental Agreement in connection with the issuance of Parity Bonds, without the consent of any Owners, but with the written consent of the Fiscal Agent, after the Fiscal Agent has been furnished an opinion of counsel that the amendment complies with the provisions of Section 8.01 of the Master Fiscal Agent Agreement; and

WHEREAS, Section 8.01(B)(i) of the Master Fiscal Agent Agreement provides that the Master Fiscal Agent Agreement and the rights and obligations of the City and of the Owners may

be modified or amended at any time by a Supplemental Agreement to add to the covenants and agreements of the City in the Master Fiscal Agent Agreement, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City, without the consent of any Owners, but with the written consent of the Fiscal Agent, after the Fiscal Agent has been furnished an opinion of counsel that the amendment complies with the provisions of Section 8.01 of the Master Fiscal Agent Agreement

WHEREAS, the Fiscal Agent has received an opinion of counsel that this First Supplement to Fiscal Agent Agreement, to the extent it amends the Master Fiscal Agent Agreement as described in the two preceding Whereas clauses, complies with Section 8.01 of the Master Fiscal Agent Agreement; and

WHEREAS, on _____, 2023, the Board of Supervisors adopted Resolution No. _____ (the “**2023 Resolution of Issuance**”) authorizing the issuance of the 2023A Bonds for and on behalf of the CFD with respect to Improvement Area No. 2 (which 2023 Resolution of Issuance was signed by the Mayor on _____, 2023); and

WHEREAS, in order to provide for the authentication and delivery of the 2023A Bonds, to establish and declare the terms and conditions upon which the 2023A Bonds are to be issued and to secure the 2023A Bonds by a lien and charge upon the Special Taxes and the respective funds and accounts established under the Master Fiscal Agent Agreement equal to and on a parity with the lien and charge securing the outstanding 2022A Bonds, the Board of Supervisors has authorized the execution and delivery of this First Supplement to Fiscal Agent Agreement; and

WHEREAS, it is in the public interest and for the benefit of the City, the CFD and the persons responsible for the payment of special taxes that the City enter into this First Supplement to Fiscal Agent Agreement to provide for the issuance of the 2023A Bonds hereunder to finance the acquisition and construction of facilities for the CFD and to provide for the disbursement of Proceeds of the 2023A Bonds, the disposition of the special taxes securing the 2023A Bonds and the administration and payment of the 2023A Bonds; and

WHEREAS, the City has determined that all acts and proceedings required by law and the Master Fiscal Agent Agreement necessary to make the 2023A Bonds, when executed by the City, authenticated and delivered by the Fiscal Agent and duly issued, the valid, binding and legal special obligations of the City, and to constitute this First Supplement to Fiscal Agent Agreement a valid and binding agreement for the uses and purposes herein set forth, in accordance with its terms, have been done and taken; and the execution and delivery of this First Supplement to Fiscal Agent Agreement have been in all respects duly authorized;

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

Section 1. Authorization. Each of the parties represents and warrants that it has full legal authority and is duly empowered to enter into this First Supplement to Fiscal Agent Agreement and has taken all actions necessary to authorize the execution of this First Supplement to Fiscal Agent Agreement by the officers and persons signing it.

Section 2. Equal Security. As Parity Bonds issued pursuant to Section 3.06 of the Agreement, the 2023A Bonds shall be secured by a lien and charge upon the Special Tax Revenues and all moneys deposited in the Bond Fund (including the Special Tax Prepayments Account), and, until disbursed as provided in the Agreement, in the Special Tax Fund equal to and on a parity with the lien and charge securing the outstanding 2022A Bonds.

In addition, as 2022A Related Parity Bonds, the 2023A Bonds shall be secured by a first pledge of all moneys deposited in the 2022 Reserve Fund. The moneys in the 2022 Reserve Fund (except as otherwise provided herein) are hereby dedicated to the payment of the principal of, and interest and any premium on, the 2022A Bonds, the 2023A Bonds and all 2022A Related Parity Bonds as provided in the Agreement and in the Act until all of the 2022A Bonds, the 2023A Bonds and all 2022A Related Parity Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose under Section 9.03.

In addition, until such amounts are released and the Additional Special Tax Reserve Fund is closed, as provided herein, the Bonds shall be secured by a first pledge (which pledge shall be effected in the manner and to the extent herein provided) of all of the moneys deposited in the Additional Special Tax Reserve Fund.

Section 3. Supplement to Master Fiscal Agent Agreement. In accordance with the provisions of Section 8.01(B)(v) of the Master Fiscal Agent Agreement, the Master Fiscal Agent Agreement is hereby amended by adding a supplement thereto consisting of new articles to be designated as Article X, XI and XII. Such Articles shall read in their entirety as follows:

ARTICLE X

DEFINITIONS; AUTHORIZATION AND PURPOSE OF 2023A BONDS; EQUAL SECURITY

Section 10.01. Definitions. Unless the context otherwise requires, the terms defined in this Section 10.01 shall, for all purposes of Articles X, XI and XII and for other purposes of this Agreement, to the extent applicable, have the respective meanings specified in this Section 10.01. All terms used in Articles X, XI and XII and not otherwise defined in this Section 10.01 shall have the respective meanings given to such terms in Section 1.03 of the Agreement.

“Additional Special Tax Reserve Release Date” means the date on which the City has delivered to the Fiscal Agent an Officer’s Certificate signed by the Director of the Office of Public Finance and the Treasure Island Director certifying that the Developer has submitted evidence reasonably satisfactory to the Director of the Office of Public Finance and the Treasure Island Director that the developer of Sub-Block B1 has spent more than **[\$250,000]** on the onsite cost of labor and materials directly related to the construction of the vertical improvements for Sub-Block B1 that are authorized by the Building Permit (as defined in the Rate and Method) for Sub-Block B-1.

“Additional Special Tax Reserve Fund” means the account by that name established pursuant to Section 12.05.

“Additional Special Tax Reserve Requirement” means (i) as of the Closing Date and continuing to October 1, 2024, an amount equal to \$652,770 and (ii) on October 1, 2024 and each October 1 thereafter prior to the Additional Special Tax Reserve Release Date, an amount equal to the Additional Special Tax Reserve Requirement as of the preceding October 1 increased by two percent (2%).

“Interest Payment Date” for the 2023A Bonds means March 1 and September 1 of each year, commencing March 1, 2024.

“Original Purchaser” and **“Participating Underwriter”** means Stifel, Nicolaus & Company, Incorporated, as the first purchaser of the 2023A Bonds from the City.

“2022A Bonds” means the Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2022A.

“2023A Bonds” means the Bonds so designated and authorized to be issued under Section 11.01 hereof.

“2023A Closing Date” means the date of initial issuance and delivery of the 2023A Bonds hereunder.

“2023 Costs of Issuance Fund” means the fund designated the “2023 Costs of Issuance Fund” which fund is established pursuant to Section 12.03.

“2023A Improvement Account” means the account within the Improvement Fund designated the “2023A Improvement Account” which fund is established pursuant to Section 12.04.

2023A Term Bonds means (i) the 2023A Bonds maturing on September 1, _____, September 1, _____ and September 1, _____.

Section 10.02. Rules of Construction. All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of the Agreement, and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to the Agreement as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE XI

ISSUANCE OF 2023A BONDS

Section 11.01. Terms of 2023A Bonds.

(A) Principal Amount; Designation. The 2023A Bonds in the aggregate principal amount of \$_____ are hereby authorized to be issued by the City for the CFD under and subject to the 2023 Resolution of Issuance, the Act, other applicable laws of the State of California and the terms of the Agreement.

The 2023A Bonds shall be designated the “Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A”.

(B) Maturity Dates; Interest Rates. The 2023A Bonds shall be dated the 2023A Closing Date, issued in fully registered form without coupons in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, and shall mature on the dates and in the principal amounts and shall bear interest at the rates per annum set forth in the following schedule:

<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
---	-----------------------------------	--------------------------------

(T)=2023A Term Bond

(C) Form; Denominations; Authentication. The 2023A Bonds shall be issued as fully registered Bonds without coupons. The 2023A Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent. The 2023A Bonds shall be issued in the denominations of \$5,000 or any integral multiple in excess thereof.

The 2023A Bonds, the Fiscal Agent’s certificate of authentication and the assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit E attached hereto and by this reference incorporated herein, with necessary or appropriate variations,

omissions and insertions, as permitted or required by this Agreement, the 2023 Resolution of Issuance and the Act.

(D) CUSIP Identification Numbers. “CUSIP” identification numbers may, at the election of the Original Purchaser of the 2023A Bonds, be imprinted on the 2023A Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2023A Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2023A Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City’s contract with such Owners and shall not impair the effectiveness of any such notice.

(E) Interest. The 2023A Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest on all 2023A Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each 2023A Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless

(i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or

(ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or

(iii) it is authenticated on or before the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Dated Date;

provided, however, that if at the time of authentication of a 2023A Bond, interest is in default thereon, such 2023A Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon

(F) Method of Payment. Interest on the 2023A Bonds (including the final interest payment upon maturity or earlier redemption), is payable on the applicable Interest Payment Date by check of the Fiscal Agent mailed by first class mail to the registered Owner thereof at such registered Owner’s address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer to an account located in the United States made on such Interest Payment Date upon written instructions of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds delivered to the Fiscal Agent prior to the applicable Record Date, which instructions shall continue in effect until revoked in writing, or until such 2023A Bonds are transferred to a new Owner.

The principal of the 2023A Bonds and any premium on the 2023A Bonds are payable in lawful money of the United States of America upon surrender of the Bonds at the Principal Office of the Fiscal Agent. All 2023A Bonds paid by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled 2023A Bonds and, upon request of the City, issue a certificate of destruction of such 2023A Bonds to the City.

Section 11.02. Additional Transfer Restrictions Applicable to the 2023A Bonds . No transfer, sale or other disposition of any 2023A Bond, or any beneficial interest therein, may be made except to an entity that is a Qualified Purchaser that is purchasing such 2023A Bond for its own account for investment purposes and not with a view to distributing such 2023A Bond. Each

transferee of a 2023A Bond, or any beneficial interest therein, shall be deemed to have acknowledged, represented, warranted and agreed with and to the City, the Participating Underwriter and the Fiscal Agent that (i) such transferee is a Qualified Purchaser that is purchasing such 2023A Bond for its own account for investment purposes and not with a view to distributing such 2023A Bond in violation of the Securities Act of 1933 or other applicable securities laws, (ii) the 2023A Bonds are payable from Special Tax Revenues and such other funds described in the Fiscal Agent Agreement, (iii) the 2023A Bonds, or any beneficial interest therein, may only be transferred to a Qualified Purchaser and (iv) the City, the Participating Underwriter and the Fiscal Agent and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements. Each 2023A Bond shall bear a legend describing or referencing the foregoing restrictions on transferability.

Neither the Participating Underwriter nor any Owner or Beneficial Owner of the 2023A Bonds shall deposit the 2023A Bonds in any trust or account under its control and sell any shares, participatory interest or certificates in such trust and account, and neither the Participating Underwriter nor any Owner or Beneficial Owner shall deposit the 2023A Bonds in any trust or account under its control the majority of the assets of which constitute the 2023A Bonds, and sell shares, participatory interest or certificates in such trust or account except to Qualified Purchasers.

Each entity that is or that becomes a Beneficial Owner of a 2023A Bond shall be deemed by the acceptance or acquisition of such beneficial ownership interest to have agreed to be bound by the provisions of this Section 2.06(B). In the event that a holder of the 2023A Bonds makes an assignment of its beneficial ownership interest in the 2023A Bonds, the assignor will notify the assignee of the restrictions on purchase and transfer described herein. Any transfer of a 2023A Bond to any entity that is not a Qualified Purchaser shall be deemed null and void.

Section 11.03. Other Terms of the Bonds. Except as otherwise set forth in this Article XI, Sections 2.05-2.10 shall govern the 2023A Bonds.

Section 11.04. Redemption of 2023A Bonds.

(A) Optional Redemption. The 2023A Bonds maturing on or after September 1, _____ are subject to optional redemption as directed by the City, from sources of funds other than prepayments of Special Taxes, prior to their stated maturity on any date on or after September 1, _____, as a whole or in part, at a redemption price (expressed as a percentage of the principal amount of the 2023A Bonds to be redeemed), as set forth below, together with accrued interest thereon to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u> %
September 1, _____ through August 31, _____	
September 1, _____ through August 31, _____	
September 1, _____ through August 31, _____	
September 1, _____ and any date thereafter	

(B) Mandatory Sinking Fund Redemption. The 2023A Term Bond maturing on September 1, _____, is subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, together with interest accrued to the redemption

date, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (<u>September 1</u>)	Sinking Fund <u>Payments</u>
---	---------------------------------

Provided, however, if some but not all of the 2023A Term Bonds of a given maturity have been redeemed under subsection (A) above or subsection (C) below, the total amount of all future Sinking Fund Payments relating to such maturity shall be reduced by the aggregate principal amount of 2023A Term Bonds of such maturity so redeemed, to be allocated among such Sinking Fund Payments on a pro rata basis in integral multiples of \$5,000 as determined by the City, notice of which shall be given by the City to the Fiscal Agent and the notice shall include a revised sinking fund schedule.

(C) Redemption from Special Tax Prepayments. Special Tax Prepayments and any corresponding transfers from the 2022 Reserve Fund pursuant to Section 4.03(F) shall be used to redeem 2023A Bonds on the next Interest Payment Date for which notice of redemption can timely be given under Section 2.03(D), among series and maturities so as to maintain substantially the same Debt Service profile for the Bonds as in effect prior to such redemption and by lot within a maturity, at a redemption price (expressed as a percentage of the principal amount of the 2023A Bonds to be redeemed), as set forth below, together with accrued interest to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Any Interest Payment Date on or before March 1, _____	
On September 1, _____ and March 1, _____	
On September 1, _____ and March 1, _____	
On September 1, _____ and any Interest Payment Date thereafter	

(D) Notice to Fiscal Agent. The City shall give the Fiscal Agent written notice of its intention to redeem Bonds under Section 11.04 (A) and (C) not less than forty-five (45) days prior to the applicable redemption date or such lesser number of days as shall be allowed by the Fiscal Agent.

(E) Purchase of Bonds in Lieu of Redemption. In lieu of redemption under Section 11.04, moneys in the Bond Fund or other funds provided by the City may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2023A Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2023A Bonds be purchased at a price in excess of the principal

amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if such 2023A Bonds were to be redeemed in accordance with this Agreement. Any 2023A Bonds purchased pursuant to this Section 11.04(E) shall be treated as outstanding 2023A Bonds under this Agreement, except to the extent otherwise directed by the Finance Director.

(F) Redemption Procedure by Fiscal Agent. The provisions of Section 2.03(D) shall govern the procedure for redemption of the 2023A Bonds.

(G) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2023A Bonds so called for redemption shall have been deposited in the Bond Fund, such 2023A Bonds so called shall cease to be entitled to any benefit under the Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in the notice of redemption. All 2023A Bonds redeemed by the Fiscal Agent under this Section 11.04 shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled 2023A Bonds in accordance with the Fiscal Agent's retention policy then in effect.

Section 11.05. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate executed by the City on the 2023A Closing Date relating to the 2023A Bonds. Notwithstanding any other provision of the Master Fiscal Agent Agreement or this First Supplement to Fiscal Agent Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Fiscal Agent shall, at the request of any Participating Underwriter or the holders of at least 25% aggregate principal amount of Outstanding 2023A Bonds, and upon receipt of indemnity satisfactory to the Fiscal Agent, or any holder or beneficial owner of the 2023A Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 11.06. Private Activity Bond Limitations. The City shall assure that the proceeds of the 2023A Bonds are not so used as to cause the 2023A Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

Section 11.07. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the 2023A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

Section 11.08. Rebate Requirement. The City shall take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the 2023A Bonds. The Finance Director shall take note of any investment of monies hereunder in excess of the yield on the 2023A Bonds, and shall take such actions as are necessary to ensure compliance with this Section 5.11, such as increasing the portion of the Special Tax levy for Administrative Expenses as appropriate to have funds available in the Administrative Expense Fund to satisfy any rebate liability under this Section. If necessary to satisfy its obligations under this Section 5.11, the City may use:

(A) Amounts in the 2022 Reserve Fund if the amount on deposit in the 2022 Reserve Fund, following the proposed transfer, is at least equal to the 2022 Reserve Requirement, and

amounts in any other reserve account for Parity Bonds that are not 2022A Related Parity Bonds to the extent permitted by the Supplemental Agreement;

(B) Amounts on deposit in the Administrative Expense Fund; and

(C) Any other funds available to the City, including amounts advanced by the City, in its sole discretion, to be repaid as soon as practicable from amounts described in the preceding clauses (A) and (B).

Section 11.09. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the proceeds of the 2023A Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the 2023A Bonds would have caused the 2023A Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Tax Code.

Section 11.10. Yield of the 2023A Bonds. In determining the yield of the 2023A Bonds to comply with Sections 11.08 and 11.09, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the 2023A Closing Date, regarding prepayments of Special Taxes and use of prepayments for redemption of the 2023A Bonds, without regard to whether or not prepayments are received or 2023A Bonds redeemed.

Section 11.11. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the 2023A Bonds from the gross income of the Owners of the 2023A Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the date of issuance of the 2023A Bonds.

ARTICLE XII

ISSUE OF 2023A BONDS

Section 12.01. Issuance of 2023A Bonds. Upon the execution and delivery of the First Supplement to Fiscal Agent Agreement and satisfaction of the requirements for issuance of Parity Bonds under Section 3.06, the City shall execute and deliver the 2023A Bonds in the aggregate principal amount set forth in Section 11.01 to the Fiscal Agent for authentication and delivery to the Original Purchaser thereof upon receipt by the Fiscal Agent of an Officer's Certificate requesting authentication and delivery.

The Authorized Officers of the City are hereby authorized and directed to execute and deliver any and all documents and instruments necessary to cause the issuance of the 2023A Bonds in accordance with the provisions of the Act, the 2023 Resolution of Issuance and this Agreement, to authorize the payment of Costs of Issuance and costs of the Project by the Fiscal Agent from the Proceeds of the 2023A Bonds and to do and cause to be done any and all acts and things necessary or convenient for the timely delivery of the 2023A Bonds to the Original Purchaser.

The Fiscal Agent is hereby authorized and directed to authenticate the 2023A Bonds and deliver them to the Original Purchaser, upon receipt of the purchase price for the 2023A Bonds.

Section 12.02. Application of Proceeds of Sale of 2023A Bonds; Additional Special Tax Reserve Fund.

(A) Proceeds of the 2023A Bonds. The Proceeds of the 2023A Bonds received from the Original Purchaser in the amount of \$_____ (which is equal to the principal amount of the 2023A Bonds, plus an original issue premium of \$_____ and less an underwriter's discount of \$_____) shall be paid to the Fiscal Agent, which shall deposit the Proceeds on the 2023A Closing Date, as follows:

- (i) \$_____ into the 2023 Costs of Issuance Fund;
- (ii) \$_____ into the 2022 Reserve Fund; and
- \$_____ into the 2023A Improvement Account to pay for Project costs.

(B) Additional Special Tax Reserve Fund. On the 2023A Closing Date for the 2023A Bonds, the City shall cause \$_____ to be transferred to the Fiscal Agent for deposit in the Additional Special Tax Reserve Fund.

Section 12.03. 2023 Costs of Issuance Fund.

(A) Establishment of 2023 Costs of Issuance Fund. The 2023 Costs of Issuance Fund is hereby established as a separate fund to be held by the Fiscal Agent, to the credit of which deposit shall be made as required by Section 12.02. Moneys in the 2023 Costs of Issuance Fund shall be held by the Fiscal Agent for the benefit of the City and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance attributable to the issuance of the 2023A Bonds.

(B) Disbursement. Amounts in the 2023 Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance attributable to the issuance of the 2023A Bonds, as set forth in a requisition substantially in the form of Exhibit F hereto, executed by the Finance Director, containing respective amounts to be paid to the designated payees and delivered to the Fiscal Agent. Each such requisition shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

(C) Investment. Moneys in the 2023 Costs of Issuance Fund shall be invested and deposited by the Fiscal Agent under Section 6.01. Interest earnings and profits resulting from such investment shall be retained by the Fiscal Agent in the 2023 Costs of Issuance Fund to be used for the purposes of such fund.

(D) Closing of Fund. The Fiscal Agent shall maintain the 2023 Costs of Issuance Fund for a period of 90 days from the 2023A Closing Date and then the Fiscal Agent shall deposit any moneys remaining therein, including any investment earnings thereon, into the 2023A Improvement Account.

Section 12.04. 2023A Improvement Account.

(A) Establishment of the 2023A Improvement Account; Deposit. There is hereby established a separate account within the Improvement Fund to be held by the Fiscal Agent to be designated the "2023A Improvement Account," to the credit of which deposits shall be made as required by Section 12.02. Moneys in the 2023A Improvement Account shall be disbursed, except as otherwise provided in subsection (D) of this Section, for the payment or reimbursement of the costs of the Project.

(B) Procedure for Disbursement. Disbursements from the 2023A Improvement Account shall be made by the Fiscal Agent upon receipt of an Officer's Certificate substantially in the form of Exhibit B attached hereto which shall:

(i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made (which shall be for payment of a Project cost or to reimburse expenditures of the City or any other party for Project costs previously paid), and the person to which the disbursement is to be paid; and

(ii) certify that the disbursements described in the certificate are properly chargeable to the Improvement Fund; and

(iii) certify that no portion of the amount then being requested to be disbursed was set forth in any Officers Certificate previously filed requesting disbursement.

Each such requisition shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

(C) Investment. Moneys in the 2023A Improvement Account shall be invested in accordance with Section 6.01. Interest earnings and profits from such investment shall be retained in the 2023A Improvement Account to be used for the purpose of such fund or accounts.

(D) Closing of Fund. The 2023A Improvement Account shall be closed when there are no more moneys in the 2023A Improvement Account and, otherwise, as set forth in Section 4.07(D).

Section 12.05. Additional Special Tax Reserve Fund.

(A) Establishment of Additional Special Tax Reserve Fund. The Additional Special Tax Reserve Fund is hereby established as a separate fund to be held by the Fiscal Agent to the credit of which a deposit shall be made as required by Section 12.02, which deposit, as of the Series 2023A Closing Date, is equal to the initial Additional Special Tax Reserve Requirement.

(B) Application of Amounts in the Additional Special Tax Reserve Fund. Except as provided herein, moneys in the Additional Special Tax Reserve Fund shall be used solely for the purpose of paying the principal of, and interest and any premium on the Bonds when due in the event that the amounts on deposit in the Bond Fund or the Special Tax Fund are insufficient for such purpose. In such event, the Fiscal Agent shall withdraw from the Additional Special Tax Reserve Fund the moneys necessary for the purpose of paying the principal of, and interest and any premium on the Bonds when due. Whenever a transfer is made from the Additional Special Tax Reserve Fund to the Bond Fund for payment of the principal of, and interest and any premium on, the Bonds, the Fiscal Agent shall provide written notice thereof to the Finance Director, specifying the amount withdrawn.

(C) Replenishment of the Additional Special Tax Reserve Requirement. If the balance in the Additional Special Tax Reserve Fund is less than the Additional Special Tax Reserve Requirement, the Fiscal Agent shall, as set forth in Section 4.05, transfer to the Additional Special Tax Reserve Fund from available moneys in the Special Tax Fund the amount needed to restore the amount of the Additional Special Tax Reserve Fund to the Additional Special Tax Reserve Requirement. If such available amounts in the Special Tax Fund are inadequate to restore the Additional Special Tax Reserve Fund to the Additional Special Tax Reserve Requirement, then the City shall include the amount necessary to fully restore the Additional Special Tax Reserve Fund to the Additional Special Tax Reserve Requirement in the next annual Special Tax levy, subject to the Maximum Special Tax.

(D) Transfer of Excess of Additional Special Tax Reserve Requirement. On each October 1, the Fiscal Agent shall transfer the amount in the Additional Special Tax Reserve Fund that exceeds the Additional Special Tax Reserve Requirement to the Bond Fund for the purpose of paying Debt Service on the Bonds.

(E) Transfer for Rebate Purposes. Amounts in the Additional Special Tax Reserve Fund shall be withdrawn for purposes of making payment to the federal government to comply with Section 5.11, upon receipt by the Fiscal Agent of an Officer's Certificate specifying the amount to be withdrawn and to the effect that such amount is needed for rebate purposes; provided, however, that no amounts in the Additional Special Tax Reserve Fund shall be used for

rebate unless the amount in the Additional Special Tax Reserve Fund following such withdrawal equals the Additional Special Tax Reserve Requirement.

(F) Additional Special Tax Reserve Release Date and Closing of Fund. On the Additional Special Tax Reserve Release Date, the Fiscal Agent shall transfer all amounts in the Additional Special Tax Reserve Fund to the Finance Director for application in accordance with Section 4.05(B)(iv) and the Additional Special Tax Reserve Fund shall be closed.

Section 4. Amended Definitions. Section 1.03 is hereby amended and restated in its entirety as follows:

“Remainder Taxes” means the Special Taxes available for disbursement pursuant to Section 4.05(B)(iv).

Section 5. Amendment and Restatement of Subsections (B) and (C) of Section 4.03. Subsections (B) and (C) of Section 4.03 are hereby amended and restated in their entirety as follows:

(B) Use of Reserve Fund. Except as otherwise provided in this Section, all amounts deposited in the 2022 Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund and the Additional Special Tax Reserve Fund of the amount then required for payment of the principal of, and interest and any premium on, the 2022A Bonds and any 2022A Related Parity Bonds or, in accordance with the provisions of this Section, for the purpose of redeeming 2022A Bonds and any 2022A Related Parity Bonds from the Bond Fund. Whenever a transfer is made from the 2022 Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund and the Additional Special Tax Reserve Fund for payment of the principal of, and interest and any premium on, the 2022A Bonds and any 2022A Related Parity Bonds, the Fiscal Agent shall provide written notice thereof to the Finance Director, specifying the amount withdrawn.

(C) Transfer of Excess of Reserve Requirement. Whenever, on or before any Interest Payment Date, or on any other date at the request of the Finance Director, the amount in the 2022 Reserve Fund exceeds the 2022 Reserve Requirement, the Fiscal Agent shall transfer an amount equal to the excess from the 2022 Reserve Fund to (i) on a pro rata basis (based on the outstanding principal amount of the Bonds secured by the 2022 Reserve Fund) to the related accounts in the Improvement Fund, to be used to pay for Project costs and (ii) after the Improvement Fund is no longer open, the Bond Fund, to be used to pay interest on the 2022A Bonds and any 2022A Related Parity Bonds on the next Interest Payment Date.

Section 6. Amendment and Restatement of Section 4.04(B). Section 4.04(B) is hereby amended and restated in its entirety as follows:

(B) Disbursements. At least 10 Business Days before each Interest Payment Date or redemption date, the Fiscal Agent shall notify the Finance Director in writing as to the principal and premium, if any, and interest due on the Bonds on the next Interest Payment Date or redemption date (whether as a result of scheduled principal of and interest on the Bonds, optional redemption of the Bonds or a mandatory sinking fund redemption). On each Interest Payment Date or redemption date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, due and payable on such Interest Payment Date or redemption date on the Bonds.

At least 5 Business Days prior to each Interest Payment Date, the Fiscal Agent shall determine if the amounts then on deposit in the Bond Fund are sufficient to pay the Debt Service due on the Bonds on the next Interest Payment Date. In the event that amounts in the Bond Fund are insufficient for such purpose, the Fiscal Agent promptly shall notify the Finance Director by telephone (and confirm in writing) of the amount of the insufficiency.

In the event that amounts in the Bond Fund are insufficient for the purpose set forth in the preceding paragraph with respect to any Interest Payment Date, the Fiscal Agent shall do the following in the following order of priority:

(i) Withdraw from the Additional Special Tax Reserve Fund, in accordance with the provisions of Section 12.05, to the extent of any funds or Permitted Investments therein, amounts to cover the amount of such Bond Fund insufficiency.

(ii) Withdraw from the 2022 Reserve Fund, in accordance with the provisions of Section 4.03, to the extent of any funds (including the proceeds of any Qualified Reserve Account Credit Instrument held therein) or Permitted Investments therein, amounts to cover the amount of such Bond Fund insufficiency related to the 2022A Bonds and any 2022A Related Parity Bonds. Amounts so withdrawn from the 2022 Reserve Fund shall be deposited in the Bond Fund.

Withdraw from the reserve funds, if any, established under a Supplemental Agreement related to Parity Bonds that are not 2022A Related Parity Bonds, to the extent of any funds or Permitted Investments therein, amounts to cover the amount of such Bond Fund insufficiency related to such Parity Bonds. Amounts so withdrawn from any such reserve fund shall be deposited in the Bond Fund.

If, after the foregoing transfers, there are insufficient funds in the Bond Fund to make the payments provided for in the second sentence of the first paragraph of this Section 4.04(B), the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, if any, and then to payment of principal due on the Bonds by reason of sinking payments.

Section 7. Amendment and Restatement of Subsections (A) and (B) of Section 4.05. Subsections (A) and (B) of Section 4.05 are hereby amended and restated in their entirety as follows:

(A) Establishment of Special Tax Fund. The Special Tax Fund is hereby established as a separate fund to be held by the Fiscal Agent, to the credit of which the Fiscal Agent shall deposit amounts received from or on behalf of the City consisting of Special Tax Revenues and amounts transferred from the Administrative Expense Fund and the Bond Fund. The City shall promptly remit any Special Tax Revenues received by it to the Fiscal Agent for deposit by the Fiscal Agent to the Special Tax Fund.

Notwithstanding the foregoing,

(i) Special Tax Revenues in an amount not to exceed the amount included in the Special Tax levy for such Fiscal Year for Administrative Expenses shall be separately identified by the Finance Director and shall be deposited by the Fiscal Agent in the Administrative Expense Fund;

(ii) any Special Tax Revenues constituting the collection of delinquencies in payment of Special Taxes shall be separately identified by the Finance Director and shall be disposed of by the Fiscal Agent first, for transfer to the Bond Fund to pay any past due Debt Service on the Bonds; second, without preference or priority, for transfer to the 2022 Reserve Fund to the extent needed to increase the amount then on deposit in the 2022 Reserve Fund up to the then 2022 Reserve Requirement and for transfer to the reserve account for any Parity Bonds that are not 2022A Related Parity Bonds to the extent needed to increase the amount then on deposit therein to the required level; third, to the Additional Special Tax Reserve Fund to the extent needed to increase the amount then on deposit in the Additional Special Tax Reserve Fund up to the then Additional Special Tax Reserve Requirement; and fourth, to be held in the Special Tax Fund for use as described in Section 4.05(B) below; and

(iii) any proceeds of Special Tax Prepayments shall be separately identified by the Finance Director and shall be deposited by the Fiscal Agent as follows (as directed in writing by the Finance Director): (a) that portion of any Special Tax Prepayment constituting a prepayment of construction costs (which otherwise could have been included in the proceeds of Parity Bonds) shall be deposited by the Fiscal Agent to the Improvement Fund and (b) the remaining Special Tax Prepayment shall be deposited by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to Section 4.04(A).

(B) Disbursements. At least 7 Business Days prior to each Interest Payment Date or redemption date, the Fiscal Agent shall withdraw from the Special Tax Fund and transfer the following amounts in the following order of priority:

(i) to the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund and any expected transfers from the Improvement Fund, the 2022 Reserve Fund, any reserve account for Parity Bonds that are not 2022A Related Parity Bonds, the 2022A Capitalized Interest Account, a capitalized interest account established for any series of Parity Bonds and the Special Tax Prepayments Account to the Bond Fund such that the amount in the Bond Fund equals the principal (including any sinking payment), premium, if any, and interest due on the Bonds on such Interest Payment Date or redemption date and any past due principal or interest on the Bonds not theretofore paid from a transfer described in subparagraph (ii) of the second paragraph of Section 4.05(A),

(ii) without preference or priority (a) to the 2022 Reserve Fund an amount, taking into account amounts then on deposit in the 2022 Reserve Fund, such that the amount in the 2022 Reserve Fund is equal to

the 2022 Reserve Requirement, and (b) to the reserve account for any Parity Bonds that are not 2022A Related Parity Bonds, taking into account amounts then on deposit in such reserve account, such that the amount in such reserve account is equal to the amount required to be on deposit therein (and in the event that amounts in the Special Tax Fund are not sufficient for the purposes of this paragraph, such amounts shall be applied to the 2022 Reserve Fund and any other reserve accounts ratably based on the then Outstanding principal amount of the Bonds),

(iii) to the Additional Special Tax Reserve Fund, an amount, taking into account amounts then on deposit in the Additional Special Tax Reserve Fund, such that the amount in the Additional Special Tax Reserve Fund is equal to the Additional Special Tax Reserve Requirement, and

(iv) on each October 1, beginning on October 1, 2023, all of the moneys remaining in the Special Tax Fund, to the extent that they are not needed to pay for Administrative Expenses, shall be transferred to the Finance Director for deposit in accordance with the DDA and the Development Agreement.

Section 8. Amendment and Restatement of Section 5.01. Section 5.01 is hereby amended and restated in its entirety as follows:

Section 5.01. Collection of Special Tax RevenuesThe City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

(A) Processing. On or within five (5) Business Days of each June 1, the Fiscal Agent shall provide the Finance Director with a notice stating (i) the amount then on deposit in the Bond Fund (including the 2022A Capitalized Interest Account and the capitalized interest account for any Parity Bonds), the Additional Special Tax Reserve Fund, the 2022 Reserve Fund and any reserve account for Parity Bonds that are not 2022A Related Parity Bonds that is held by the Fiscal Agent, and (ii) if the amount in the Additional Special Tax Reserve Fund is less than the Additional Special Tax Reserve Requirement, the amount in the 2022 Reserve Fund is less than the 2022 Reserve Requirement or the amount in such other reserve account held by the Fiscal Agent is less than its required amount, informing the City that replenishment of the Additional Special Tax Reserve Fund, the 2022 Reserve Fund or such other reserve account is necessary. The receipt of or failure to receive such notice by the Finance Director shall in no way affect the obligations of the Finance Director under the following two paragraphs and the Fiscal Agent shall not be liable for failure to provide such notices to the Finance Director. Upon receipt of such notice, the Finance Director shall communicate with the Auditor to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits or combinations during the preceding and then current year.

(B) Levy. The Finance Director shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance by each August 1 that the Bonds are outstanding, or otherwise such that the computation of the levy is complete before the final date on which Auditor will accept the transmission of the

Special Tax amounts for the parcels within Improvement Area No. 2 for inclusion on the next real property tax roll. Upon the completion of the computation of the amounts of the levy, the Finance Director shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the next real property tax roll.

(C) Computation. The Finance Director shall fix and levy the amount of Special Taxes within Improvement Area No. 2 required to pay the following amounts, taking into account the balances in the applicable funds established under this Agreement: (i) the principal of and interest on any outstanding Bonds of the CFD with respect to Improvement Area No. 2 becoming due and payable during the ensuing calendar year, (ii) any necessary replenishment of the Additional Special Tax Reserve Fund to the extent replenishment has not been included in the computation of the Special Taxes in a previous Fiscal Year, (iii) any necessary replenishment or expenditure of the 2022 Reserve Fund and any other reserve account for Parity Bonds that are not 2022A Related Parity Bonds to the extent such replenishment has not been included in the computation of the Special Taxes in a previous Fiscal Year, (iv) the Administrative Expenses, including amounts necessary to discharge any rebate obligation, during such year, (v) an amount to cure delinquencies in the payment of principal or interest on Bonds that occurred in the previous Fiscal Year, and (vi) any Project costs to be paid from Special Taxes.

Nothing in this Section 5.01(C) is intended to limit the amount of Special Taxes to be levied by the City to the extent that a higher amount is required to be levied by the DDA and Development Agreement.

(D) Collection. Except as set forth in the Ordinance, Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the ad valorem taxes on real property.

Section 9. Amendment and Restatement of Section 5.11. Section 5.11 is hereby amended and restated in its entirety as follows:

Section 5.11. Rebate Requirement. The City shall take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Bonds. The Finance Director shall take note of any investment of monies hereunder in excess of the yield on the Bonds, and shall take such actions as are necessary to ensure compliance with this Section 5.11, such as increasing the portion of the Special Tax levy for Administrative Expenses as appropriate to have funds available in the Administrative Expense Fund to satisfy any rebate liability under this Section. If necessary to satisfy its obligations under this Section 5.11, the City may use:

(A) Amounts in the 2022 Reserve Fund if the amount on deposit in the 2022 Reserve Fund, following the proposed transfer, is at least equal to the 2022 Reserve Requirement, and amounts in any other reserve account for Parity

Bonds that are not 2022A Related Parity Bonds to the extent permitted by the Supplemental Agreement;

- (B) Amounts in the Additional Special Tax Reserve Fund if the amount on deposit in the Additional Special Tax Reserve Fund, following the proposed transfer, is at least equal to the Additional Special Tax Reserve Requirement;
- (C) Amounts on deposit in the Administrative Expense Fund; and
- (D) Any other funds available to the City, including amounts advanced by the City, in its sole discretion, to be repaid as soon as practicable from amounts described in the preceding clauses (A), (B) and (C).

Section 10. Amendment and Restatement of Section 7.03. Section 7.03 is hereby amended and restated in its entirety as follows:

Section 7.03. Information; Books and Accounts. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to monthly statements reporting funds held and transactions by the Fiscal Agent, including the value of any investments held by the Fiscal Agent. The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the Special Tax Fund, the Additional Special Tax Reserve Fund, the 2022 Reserve Fund, any other reserve account for Parity Bonds, the Improvement Fund and the Cost of Issuance Fund. Such books of record and accounts shall, upon reasonable notice, during business hours be subject to the inspection of the City and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 11. Amendment and Restatement of Section 9.13. Section 9.13 is hereby amended and restated in its entirety as follows:

Section 9.13. State Reporting Requirements In addition to Section 5.15, the following requirements shall apply to the Bonds:

(A) **Annual Reporting.** Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the 2022A Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the Finance Director shall cause the information required by California Government Code Section 53359.5(b) to be supplied to CDIAC. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) **Other Reporting.** If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds due to insufficiency of funds on deposit in the Bond Fund, if funds are withdrawn from the 2022 Reserve Fund to pay principal and interest on the Bonds so as to reduce the amount in the 2022 Reserve Fund to less than the 2022 Reserve Requirement, or if, prior to the Additional Special Tax Reserve Release Date, amounts are withdrawn from the Additional Special Tax Reserve Fund to less than the Additional Special Tax Reserve Requirement, the Fiscal Agent shall notify the Finance Director of such failure or

withdrawal in writing. The Finance Director shall notify CDIAC and the Original Purchasers of such failure or withdrawal within 10 days of such failure or withdrawal.

(C) Special Tax Reporting. The Finance Director shall file a report with the City no later than the January 1 first succeeding the date of the 2022A Bonds, and at least once a year thereafter, which annual report shall contain: (i) the amount of Special Taxes collected and expended with respect to the CFD, (ii) the amount of Bond proceeds collected and expended with respect to the CFD, and (iii) the status of the Project. It is acknowledged that the Special Tax Fund and the Special Tax Prepayments Account are the accounts into which Special Taxes collected on the City will be deposited for purposes of Section 50075.1(c) of the California Government Code, and the funds and accounts listed in Section 4.01 are the funds and accounts into which Bond proceeds will be deposited for purposes of Section 53410(c) of the California Government Code, and the annual report described in the preceding sentence is intended to satisfy the requirements of Sections 50075.1(d), 50075.3(d) and 53411 of the California Government Code.

(D) Compliance with Section 53343.2. The City shall comply with the provisions of California Government Code Section 53343.2, which require the City, within seven months after the last day of each fiscal year of the CFD, to display prominently on its Internet Web site all of the following information:

(a) A copy of an annual report for that fiscal year if requested pursuant to Section 53343.1.

(b) A copy of the report provided to the California Debt and Investment Advisory Commission pursuant to Section 53359.5.

(c) A copy of the report provided to the Controller's office pursuant to Section 12463.2.

(E) Amendment. The reporting requirements of this Section 9.13 shall be amended from time to time, without action by the City or the Fiscal Agent (i) with respect to subparagraphs (A) and (B) above, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act, (ii) with respect to subparagraph (C) above, to reflect any amendments to Section 50075.1, 50075.3, 53410 or 53411 of the California Government Code and (iii) with respect to subparagraph (D) above, to reflect any amendments to Section 53343.2. Notwithstanding the foregoing, any such amendment shall not, in itself, affect the City's obligations under the Continuing Disclosure Certificate. The City shall notify the Fiscal Agent in writing of any such amendments which affect the reporting obligations of the Fiscal Agent under this Agreement. Any increased reporting obligations are subject to the Fiscal Agent's approval in accordance with Section 8.01(C) of this Agreement.

(E) No Liability. None of the City and its officers, agents and employees, the Finance Director or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section 9.13.

The Finance Director shall provide copies of any such reports to any Bondowner upon the written request of a Bondowner and payment by the person requesting the information of the cost of the City to photocopy and pay any postage or other delivery cost to provide the same, as determined by the Finance Director. The term "Bondowner" for purposes of this Section 9.13 shall include any Beneficial Owner of the Bonds as described in Section 2.10.

Section 12. Attachment of Exhibit E. The Master Fiscal Agent Agreement is hereby further amended by attaching thereto and incorporating therein an Exhibit E setting forth the form of the 2023A Bonds, which shall read substantially as set forth in Appendix 1 which is attached hereto and by this reference incorporated herein.

Section 13. Attachment of Exhibit F. The Master Fiscal Agent Agreement is hereby further amended by attaching thereto and incorporating therein an Exhibit F, which shall read substantially as set forth in Appendix 2 which is attached hereto and by this reference incorporated herein.

Section 14. Limitation on Principal Amount of Parity Bonds. Notwithstanding the provisions of Section 5.12 of the Master Fiscal Agent Agreement, following the issuance of the 2023A Bonds, the City will not issue more than \$_____ initial principal amount of Parity Bonds (exclusive of any Refunding Bonds).

Section 15. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 16. Conflict with Act. In the event of a conflict between any provision of this First Supplement to Fiscal Agent Agreement and any provision of the Act as in effect on the 2023A Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 17. Conclusive Evidence of Regularity. 2023A Bonds issued pursuant to this First Supplement to Fiscal Agent Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 18. Confirmation of Master Fiscal Agent Agreement; Conflict With Master Fiscal Agent Agreement. All representations, covenants, warranties and other provisions of the Master Fiscal Agent Agreement, unless specifically amended, modified or supplemented by this First Supplement to Fiscal Agent Agreement, are hereby confirmed as applicable to this First Supplement to Fiscal Agent Agreement. In the event of any conflict between the provisions of this First Supplement to Fiscal Agent Agreement and the Master Fiscal Agent Agreement, the provisions of this First Supplement to Fiscal Agent Agreement shall govern.

Section 19. Electronic Signatures. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transaction Act, Government Code Section 16.5, or any similar state law, and the parties hereby waive any objection to the contrary.

Section 20. Counterparts. This First Supplement to Fiscal Agent Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City and the Fiscal Agent have caused this First Supplement to Fiscal Agent Agreement to be executed as of the date first written above.

CITY AND COUNTY OF SAN FRANCISCO,
for and on behalf of
City and County of San Francisco Community
Facilities District No. 2016-1 (Treasure Island)

By _____
Director of the Office of Public Finance

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION,
as Fiscal Agent

By: _____

Name: _____

Title: _____
Zions Bank Division

APPENDIX 1

EXHIBIT E

FORM OF 2023A BOND

THIS BOND IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 2.06(B) OF THE FISCAL AGENT AGREEMENT. NO TRANSFER, SALE OR OTHER DISPOSITION OF THIS BOND, OR ANY BENEFICIAL INTEREST HEREIN, MAY BE MADE EXCEPT TO A PERSON THAT IS A QUALIFIED PURCHASER THAT IS PURCHASING THIS BOND FOR ITS OWN ACCOUNT FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO DISTRIBUTING THIS BOND. EACH TRANSFEREE OF A 2023A BOND, OR ANY BENEFICIAL INTEREST THEREIN, SHALL BE DEEMED TO HAVE REPRESENTED TO THE CITY AND THE FISCAL AGENT THAT SUCH TRANSFEREE IS A QUALIFIED PURCHASER THAT IS PURCHASING SUCH 2023A BOND FOR ITS OWN ACCOUNT FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO DISTRIBUTING SUCH 2023A BOND. EACH ENTITY THAT IS OR THAT BECOMES AN OWNER OR A BENEFICIAL OWNER OF THIS BOND IS DEEMED BY THE ACCEPTANCE OR ACQUISITION OF THIS BOND OR SUCH BENEFICIAL OWNERSHIP INTEREST TO HAVE AGREED TO BE BOUND BY THE PROVISIONS OF SAID SECTION 2.06(B). ANY TRANSFER OF A 2023A BOND TO ANY ENTITY THAT IS NOT A QUALIFIED PURCHASER SHALL BE DEEMED NULL AND VOID.

No. ____

\$_____

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA**

**CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BOND, SERIES 2023A**

INTEREST RATE

MATURITY DATE

DATED DATE

_____%

September 1, _____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

*****DOLLARS

The City and County of San Francisco (the "City") for and on behalf of the "City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island)" (the "CFD") with respect to its "Improvement Area No. 2 of the City and County of San Francisco Community

Facilities District No. 2016-1 (Treasure Island)" ("Improvement Area No. 2"), for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected in Improvement Area No. 2 or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the registered owner named above, or registered assigns, on the maturity date set forth above, unless redeemed prior thereto as hereinafter provided, the principal amount set forth above, and to pay interest on such principal amount from Dated Date set forth above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for (unless this Bond is authenticated on or before an Interest Payment Date (as hereinafter defined) and after the close of business on the Record Date (as hereinafter defined) preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to February 15, 2024, in which event it shall bear interest from the Dated Date identified above, payable semiannually on each March 1 and September 1, commencing March 1, 2024 (each an "Interest Payment Date"), at the interest rate set forth above, until the principal amount hereof is paid or made available for payment provided, however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment.

Principal of and interest on the Bonds (including the final interest payment upon maturity or earlier redemption), is payable on the applicable Interest Payment Date by check of the Fiscal Agent (defined below) mailed by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer to an account maintained within the United States made on such Interest Payment Date upon written instructions of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds delivered to the Fiscal Agent prior to the applicable Record Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America upon surrender of the Bonds at the Principal Office of the Fiscal Agent or such other place as designated by the Fiscal Agent.

This Bond is one of a duly authorized issue of bonds in the aggregate principal amount of \$ _____ approved by Resolution No. _____ of the Board of Supervisors of the City (the "Resolution"), under the Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, *et seq.*, of the California Government Code (the "Act") for the purpose of funding certain facilities for the CFD, and is one of the series of bonds designated "Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of February 1, 2022, as supplemented by a First Supplement to Fiscal Agent Agreement, dated as of December 1, 2023 (as supplemented, the "Agreement"), between the City and the Zions Bancorporation, National Association (the "Fiscal Agent") and this reference incorporates the Agreement herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Act, the Resolution and the Agreement, the principal of and interest on this Bond are payable solely from the annual special tax authorized under the Act to be collected within Improvement Area No. 2 (the "Special Tax") and certain funds held under the Agreement. Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City, as may be permitted by law. The Bonds are payable on a parity basis with the following outstanding Parity Bonds (as defined in the

Agreement): the \$25,130,000 Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2022A. The Bonds constitute “2022A Related Parity Bonds” under the Agreement and are secured on a parity basis with the 2022A Bonds by a first pledge of all moneys deposited in the 2022 Reserve Fund.

The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described hereinabove. Neither the faith and credit nor the taxing power of the City (except to the limited extent set forth in the Agreement) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Optional Redemption. The Bonds maturing on or after September 1, ____ are subject to optional redemption as directed by the City, from sources of funds other than prepayments of Special Taxes, prior to their stated maturity on any date on or after September 1, ____, as a whole or in part, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), as set forth below, together with accrued interest thereon to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u> %
September 1, ____ through August 31, 2028	
September 1, ____ through August 31, 2029	
September 1, ____ through August 31, 2030	
September 1, ____ and any date thereafter	

Mandatory Sinking Fund Redemption. The Term Bond maturing on September 1, ____, is subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts all as set forth in the following table:

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Sinking Fund Payments</u>

Provided, however, if some but not all of the 2023A Term Bonds of a given maturity have been redeemed under subsection (A) above or subsection (C) below, the total amount of all future Sinking Fund Payments relating to such maturity shall be reduced by the aggregate principal amount of 2023A Term Bonds of such maturity so redeemed, to be allocated among such Sinking Fund Payments on a pro rata basis in integral multiples of \$5,000 as determined by the City,

notice of which shall be given by the City to the Fiscal Agent and the notice shall include a revised sinking fund schedule.

Redemption From Special Tax Prepayments. Special Tax Prepayments and any corresponding transfers from the 2022 Reserve Fund pursuant to the Fiscal Agent Agreement shall be used to redeem Bonds on the next Interest Payment Date for which notice of redemption can timely be given, among series and maturities so as to maintain substantially the same Debt Service profile for the Bonds as in effect prior to such redemption and by lot within a maturity, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), as set forth below, together with accrued interest to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u> %
Any Interest Payment Date on or before March 1, ____	
On September 1, ____ and March 1, ____	
On September 1, ____ and March 1, ____	
On September 1, ____ and any Interest Payment Date thereafter	

Under the terms of the Agreement, in the event the City pays and discharges the entire indebtedness on all or any portion on the Bonds Outstanding (as such term is defined therein) in one or more of the ways specified therein, the pledge of the Special Taxes and other funds provided for in the Agreement and all other obligations of the City under the Agreement with respect to such Bonds shall cease and terminate.

Notice of redemption with respect to the Bonds to be redeemed shall be given to the registered owners thereof, in the manner, to the extent and subject to the provisions of the Agreement. The City has the right to rescind any notice of the optional redemption of Bonds by written notice to the Fiscal Agent on or prior to the date fixed for redemption as further described in the Agreement.

This Bond shall be registered in the name of the owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such owner's order. The Fiscal Agent shall require the registered owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made in the circumstances set forth in the Fiscal Agent Agreement.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED by the City that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Fiscal Agent for registration of transfer, exchange, or payment, and any 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.

IN WITNESS WHEREOF, City and County of San Francisco has caused this Bond to be signed by the facsimile signature of its Mayor and countersigned by the facsimile signature of the Clerk of the Board of Supervisors with the seal of the City imprinted hereon.

[S E A L]

Clerk of the Board of Supervisors

Mayor

[FORM OF FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION AND REGISTRATION]

This is one of the Bonds described in the Agreement which has been authenticated on _____, 20__.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

Bond #

Maturity Date

Principal Amount

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____, attorney, to transfer the same on the registration books of the Fiscal Agent, with
full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature guarantee shall be made
by a guarantor institution participating in the
Securities Transfer Agents Medallion
Program or in such other guarantee program
acceptable to the Fiscal Agent.

NOTICE: The signature on this assignment
must correspond with the name(s) as written
on the face of the within Bond in every
particular without alteration or enlargement
or any change whatsoever.

APPENDIX 2

EXHIBIT F

**\$ _____
IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1 (TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A**

**OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT
FROM 2023 COSTS OF ISSUANCE FUND**

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am the duly appointed, qualified and acting Director of the Office of Public Finance of the City and County of San Francisco, a chartered duly organized and existing under the Constitution and the laws of the State of California (the "City") and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) I am an "Authorized Officer," as such term is defined in that certain Fiscal Agent Agreement, dated as of February 1, 2022 (the "Master Fiscal Agent Agreement"), by and between the City and Zions Bancorporation, National Association, as fiscal agent (the "Fiscal Agent"), which agreement was supplemented by the First Supplement to Fiscal Agent Agreement, dated as of December 1, 2023 (the "First Supplement"; together with the Master Fiscal Agent Agreement, the "Fiscal Agent Agreement") by and between the City and the Fiscal Agent;

(iii) Under Section 12.03 of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the 2023 Costs of Issuance Fund established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth in an invoice submitted by each such payee but no more than the amount set forth opposite such payee, for payment or reimbursement of previous payment of Costs of Issuance (as that term is defined in the Fiscal Agent Agreement) as described on attached Schedule A. Payments shall be made by check or wire transfer in accordance with the payment instructions set forth on Schedule A (or the invoice attached thereto) and the Fiscal Agent shall rely on such payment instructions as though given by the City with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given.

(iv) The disbursements described on the attached Schedule A constitute Costs of Issuance, and are properly chargeable to the 2023 Costs of Issuance Fund.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Director of the Office of Public Finance

SCHEDULE A

PAYEE NAME AND ADDRESS	PURPOSE OF OBLIGATION	AMOUNT

**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A**

BOND PURCHASE AGREEMENT

_____, 2023

City and County of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 336
San Francisco, California 94102

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), hereby offers to enter into this agreement (this “Purchase Agreement”) with the City and County of San Francisco (the “City”) in connection with the sale by the City on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (the “District”), with respect to Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (“Improvement Area No. 2”), of the Bonds (defined below). This offer is made subject to the acceptance by the City and execution and delivery of this Purchase Agreement on or before 11:59 p.m., California time, on the date hereof and, if not so accepted by the City, will be subject to withdrawal by the Underwriter upon written notice (by e-mail or otherwise) from the Underwriter delivered to the City at any time prior to the acceptance of this Purchase Agreement by the City. If the Underwriter withdraws this offer, or the Underwriter’s obligation to purchase the Bonds (defined below) is otherwise terminated pursuant to Section 11 hereof, then the City shall be without any further obligation to the Underwriter, including the payment of any costs set forth under Section 12(a) hereof, and the City shall be free to sell the Bonds to any other party. Capitalized terms used in this Purchase Agreement and not otherwise defined herein shall have the respective meanings set forth in the Official Statement (defined below) or in the Fiscal Agent Agreement (defined below).

The Underwriter represents and warrants that this Purchase Agreement, assuming due and legal execution and delivery thereof by, and validity against, the City, when executed by the Underwriter, will be a legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors’ rights generally.

The City acknowledges and agrees that (a) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm’s-length, commercial transaction between the City and the Underwriter in which each Underwriter is acting solely as a principal and is not acting as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended), financial advisor, fiscal consultant or fiduciary of the City and the District; (b) the Underwriter has not assumed any advisory or fiduciary responsibility to the City or the District with respect to the Purchase Agreement, the offering of the Bonds and the discussions, undertakings and procedures

leading thereto (irrespective of whether any Underwriter, or any affiliate of an Underwriter, has provided other services or is currently providing other services to the City or the District on other matters); (c) the Underwriter has financial and other interests that differ from those of the City or the District; and (d) the City and the District have consulted with their own legal, accounting, tax, financial and other advisors, as applicable, to the extent they have deemed appropriate.

Section 1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth in this Purchase Agreement, the Underwriter hereby agrees to purchase from the City, and the City agrees to sell and deliver on behalf of the District to the Underwriter, all (but not less than all) of the \$ _____ aggregate principal amount of Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “Bonds”).

Section 2. Purchase Price. The “Net Purchase Price” for the Bonds shall be \$ _____ (calculated as the aggregate principal amount of the Bonds in the amount of \$ _____, [plus/less] [net] original issue [premium/discount] in the amount of \$ _____ and less underwriter’s discount in the amount of \$ _____).

The Bonds will be dated their date of delivery and will mature, subject to prior redemption, on September 1 in each year, in the amounts as set forth in Schedule I attached hereto. The Bonds will be subject to redemption prior to maturity as shown on Schedule I. The Bonds will bear interest at the interest rates set forth in Schedule I. Interest shall be payable on each March 1 and September 1, commencing March 1, 2024 until maturity or earlier redemption.

Interest on the Bonds will be excluded from gross income for federal income tax purposes and exempt from State of California (the “State”) personal income taxes, all as further described in the Official Statement, dated the date hereof, and relating to the Bonds, as further defined below.

Section 3. Preliminary Official Statement and Official Statement. The City ratifies, approves and confirms the distribution of the Preliminary Official Statement with respect to the Bonds, dated _____, 2023 (together with the appendices thereto, any documents incorporated therein by reference, and any supplements or amendments thereto, the “Preliminary Official Statement”), in connection with the offering and sale of the Bonds by the Underwriter prior to the availability of the Official Statement. The City represents that the Preliminary Official Statement was deemed final as of its date for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), except for the omission of offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity date, delivery date, ratings and other terms of the Bonds permitted to be excluded from the Preliminary Official Statement by Rule 15c2-12 (the “Excluded Information”). The City shall provide the Underwriter, within seven business days from the date hereof (but in any event at least three business days prior to the Closing Date (as defined herein)) whichever occurs first), the Official Statement, dated the date hereof in the form of the Preliminary Official Statement (including all information previously permitted to have been omitted by Rule 15c2-12 and any supplements to such Official Statement as have been approved by the City and the Underwriter (which approval shall not be unreasonably withheld), in sufficient quantities and/or in a designated electronic format (as defined in Municipal Securities Rulemaking Board Rule G-32) to enable the Underwriter to comply with the rules of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board (the “MSRB”). The City authorizes and approves the distribution by the Underwriter of the Official Statement in connection with the offering and sale of the Bonds. The

City authorizes the Underwriter to file, and the Underwriter hereby agrees to file at or prior to the Closing Date, the Official Statement with the MSRB, or its designees in accordance with MSRB Rule G-32. The Official Statement, including the appendices thereto, any documents incorporated therein by reference, and any supplements or amendments thereto on or prior to the Closing Date is herein referred to as the “Official Statement.”

Section 4. Authorization of the Bonds. The Bonds will be issued by the City on behalf of the District with respect to Improvement Area No. 2 of the District pursuant to the provisions of a Fiscal Agent Agreement dated as of February 1, 2022, as supplemented by a First Supplement to Fiscal Agent Agreement, dated as of December 1, 2023 (the “Fiscal Agent Agreement”), each by and between the City and Zions Bancorporation, National Association, as fiscal agent (the “Fiscal Agent”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq. of the Government Code of the State of California) (the “Act”) and Resolution No. ____, which was approved by the Board of Supervisors on _____, 2023 and signed by the Mayor on _____, 2023, (the “City Resolution”).

Section 5. The Bonds. The proceeds of the Bonds are expected to be used to: (i) finance the acquisition of certain public facilities and improvements authorized to be financed by the District; (ii) fund a deposit to the 2022 Reserve Fund; (iii) fund a deposit to the Additional Special Tax Reserve Fund; and (iv) fund costs of issuance of the Bonds.

Section 6. City Representations, Covenants and Agreements. The City represents and covenants and agrees with the Underwriter that as of the date hereof:

(a) The City has full legal right, power and authority to enter into the Fiscal Agent Agreement, this Purchase Agreement and the Continuing Disclosure Certificate (as hereinafter defined) (the Fiscal Agent Agreement, this Purchase Agreement and the Continuing Disclosure Certificate are collectively referred to herein as the “City Documents”) and to observe and perform the covenants and agreements in the City Documents; by all necessary official action of the City, the City has duly adopted the City Resolution prior to the acceptance hereof; the City Resolution and the resolutions and ordinance listed on Exhibit F (together with the City Resolution, the “Resolutions and Ordinance”) are in full force and effect and have not been amended, modified, rescinded or challenged by referendum; the City has recorded the notice of special tax lien on May 15, 2020 as Document No. 2020-K931696-00 (the “Notice of Special Tax Lien”) in the real property records of the City which established a continuing lien on the land within Improvement Area No. 2 securing the payment of the Special Tax; the City has duly authorized and approved the execution and delivery of, and the performance by the City of its obligations contained in, the City Documents; the City has duly authorized and approved the delivery of the Preliminary Official Statement and the execution and delivery of the Official Statement; and the City is in compliance in all material respects with the obligations in connection with the execution and delivery of the Bonds on its part contained in the Fiscal Agent Agreement.

(b) The District is a community facilities district duly organized and validly existing under the laws of the State.

(c) As of the date thereof and as of the date hereof, the Preliminary Official Statement (except for information regarding The Depository Trust Company (“DTC”) and its

book-entry-only system, information under the captions “INTRODUCTION – Treasure Island Project” “INTRODUCTION – Improvement Area No. 2 and the Treasure Island Project,” the second paragraph under “INTRODUCTION – Continuing Disclosure,” “THE TREASURE ISLAND PROJECT,” “IMPROVEMENT AREA NO. 2— Location and Description of Improvement Area No. 2 and the Immediate Area,” “—Tract Map Status of Improvement Area No. 2,” “—Geotechnical Mitigation Program,” “—Sea Level Rise and Adaptive Management Strategy,” “—Infrastructure Development and Financing Plan,” “—Utilities,” “—Ownership of Property in Improvement Area No. 2” and “—Merchant Builder Development and Financing Plans” and “CONTINUING DISCLOSURE—TI Series 1” and “—Merchant Builders” and “UNDERWRITING,” and the Excluded Information) did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(d) From the date of delivery of the Official Statement up to and including the end of the underwriting period (as such term is defined in Rule 15c2-12), the Official Statement (except for information regarding DTC and its book-entry only system, information provided by the Underwriter for inclusion therein, including without limitation the information under the caption “UNDERWRITING” and information under the captions “INTRODUCTION – Treasure Island Project” “INTRODUCTION – Improvement Area No. 2 and the Treasure Island Project,” the second paragraph under “INTRODUCTION – Continuing Disclosure,” “THE TREASURE ISLAND PROJECT,” “IMPROVEMENT AREA NO. 2— Location and Description of Improvement Area No. 2 and the Immediate Area,” “—Tract Map Status of Improvement Area No. 2,” “—Geotechnical Mitigation Program,” “—Sea Level Rise and Adaptive Management Strategy,” “—Infrastructure Development and Financing Plan,” “—Utilities,” “—Ownership of Property in Improvement Area No. 2” and “—Merchant Builder Development and Financing Plans” and “CONTINUING DISCLOSURE—TI Series 1” and “—Merchant Builders” and the CUSIP numbers) does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. For purposes of this Purchase Agreement, the end of the underwriting period shall be deemed to be the Closing Date, unless the Underwriter shall have notified the City to the contrary on or prior to such date.

(e) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including the Closing Date or the end of the underwriting period, as the case may be, the Official Statement as so supplemented or amended (except for information regarding DTC and its book-entry-only system and information provided by the Underwriter for inclusion therein, including, without limitation, the information under the caption “UNDERWRITING” and information under the captions “INTRODUCTION – Treasure Island Project” “INTRODUCTION – Improvement Area No. 2 and the Treasure Island Project,” the second paragraph under “INTRODUCTION – Continuing Disclosure,” “THE TREASURE ISLAND PROJECT,” “IMPROVEMENT AREA NO. 2— Location and Description of Improvement Area No. 2 and the Immediate Area,” “—Tract Map Status of Improvement Area No. 2,” “—Geotechnical Mitigation Program,” “—Sea Level Rise and Adaptive Management Strategy,” “—Infrastructure Development and Financing Plan,” “—Utilities,” “—Ownership of Property in Improvement Area No. 2” and “—Merchant Builder Development and Financing Plans” and “CONTINUING DISCLOSURE—TI Series 1” and “—Merchant Builders” and the

CUSIP numbers, prices and yields on the Bonds) will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(f) If between the date of delivery of the Official Statement and the date that is 25 days after the end of the underwriting period (i) any event shall occur or any fact or condition shall become known to the City that would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter thereof; and (ii) if in the reasonable opinion of the City or the Underwriter such event, fact or condition requires the preparation and publication of a supplement or amendment to the Official Statement, the City will at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriter, which approval shall not be unreasonably withheld.

(g) The City is not in material violation of, or in material breach of or in material default under, any applicable constitutional provision, charter provision, law or administrative regulation or order of the State or the United States of America or any applicable judgment or court decree or any loan agreement, indenture, bond, note, resolution, or other agreement or instrument to which the City is a party or to which the City or any of its properties is otherwise subject which violation, breach or default would have a material adverse effect on the City's financial condition or its ability to collect and pledge the Special Tax, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a violation, breach or default under any such instrument; and the execution and delivery of the City Documents, and compliance with the provisions of the City Documents will not materially conflict with or constitute a material breach of or material default under any applicable constitutional provision, charter provision, law, administrative regulation, order, judgment, court decree, loan agreement, indenture, bond, note, resolution, or other agreement or instrument to which the City is subject, or by which it or any of its properties is bound which conflict, breach or default would have a material adverse effect on the City's financial condition or its ability to collect and pledge the Special Tax.

(h) Except as disclosed in the Preliminary Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending, with service of process having been accomplished, or to the best knowledge of the City Attorney after due inquiry, threatened by a prospective party or their counsel in writing addressed to the City Attorney, (i) in any way questioning the corporate existence of the City or the titles of the officers of the City to their respective offices; (ii) in any way contesting, affecting or seeking to prohibit, restrain or enjoin the levy or collection of Special Tax Revenues pledged under the Fiscal Agent Agreement, the issuance of any of the Bonds or the City Documents, or the payment of the principal of and interest on the Bonds, or the application of the proceeds of the Bonds; (iii) in any way contesting or affecting the validity of the Bonds, the City Documents, the District, the Resolutions or Ordinance, the tax-exempt status of the interest on the Bonds or contesting the powers of the City or any authority for the execution and delivery of the Bonds, the approval of the City Documents or the execution and delivery by the City of the City Documents, the delivery of the Preliminary Official Statement or the execution and delivery

of the Official Statement; (iv) which would likely result in any material adverse change relating to the financial condition of the City; (v) which would materially impact the ability of the property owners within Improvement Area No. 2 to develop their property; or (vi) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(i) The City will furnish such information, execute such instruments and take such other action not inconsistent with law or established policy of the City in cooperation with the Underwriter as may be reasonably requested (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the Underwriter, and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions; provided, that the City shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(j) The City Documents when executed or adopted by the City, will be legal, valid and binding obligations of the City enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, other laws affecting creditors' rights generally, and to limitations on remedies against cities and counties under California law.

(k) All material authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, court, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the City of, its respective obligations under City Documents have been duly obtained or when required for future performance are expected to be obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds.

(l) The City will undertake, pursuant to the Fiscal Agent Agreement and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events, pursuant to paragraph (b)(5) of Rule 15c2-12. An accurate description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

(m) Except as described in the Official Statement, the City has complied with all previous continuing disclosure undertakings required pursuant to Rule 15c2-12 for the past five years.

(n) Between the date hereof and the Closing Date, the City will not supplement or amend the City Documents, the Resolutions and the Ordinance or the Official Statement in any respect that is material to the obligations of the City under this Purchase Agreement without the prior written consent of the Underwriter, which consent shall not be unreasonably withheld.

(o) The Bonds will be paid from Special Tax Revenues (as defined in the Fiscal Agent Agreement) received by the City and moneys held in certain funds and accounts established under the Fiscal Agent Agreement on a parity with the District's Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2022A (the "2022A Bonds").

(p) The Special Taxes have been duly and lawfully authorized and may lawfully be levied in accordance with the Rate and Method of Apportionment of the Special Tax relating to Improvement Area No. 2 (the "Rate and Method") and the Resolutions and Ordinance, and, when levied, will constitute a valid and legally binding continuing lien on the property on which they are levied.

Section 7. Underwriter's Representations, Covenants and Agreements.

(a) The representations, covenants and agreements of the Underwriter attached hereto as Exhibit A are incorporated by reference as though fully set forth herein. The Underwriter further represents, covenants and agrees with the City that:

(i) The Underwriter has been duly authorized to enter into this Purchase Agreement and to act hereunder.

(ii) The Underwriter is not in material violation of, or in material breach of or in material default under, any applicable law, regulation, order or agreement to which such Underwriter is a party or by which such Underwriter is bound, which violation or breach would have a material adverse effect on such Underwriter's ability to execute, deliver and perform this Purchase Agreement.

Section 8. Offering. It shall be a condition to the City's obligations to sell and to deliver the Bonds on behalf of the District to the Underwriter and to the Underwriter's obligations to purchase and to accept delivery of the Bonds that the entire \$_____ aggregate principal amount of the Bonds shall be executed, issued and delivered by or at the direction of the City and purchased, accepted and paid for by the Underwriter at the Closing. On or prior to the Closing, the Underwriter will provide the City with information regarding the reoffering prices and yields on the Bonds, in such form as the City may reasonably request.

The Underwriter agrees, subject to the terms and conditions hereof, to make a *bona fide* public offering of all the Bonds initially at prices not in excess of the initial public offering prices as set forth in Schedule I hereto. The Underwriter reserves the right to change the public offering prices as they deem necessary in connection with the marketing of the Bonds. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the public offering price set forth in Schedule I hereto.

The Underwriter will provide, consistent with the requirements of MSRB, for the delivery of a copy of the Official Statement to each customer who purchases a Bond during the underwriting period. The Underwriter further agrees that it will comply with applicable laws and regulations, including without limitation Rule 15c2-12, in connection with the offering and sale of the Bonds.

The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with

the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit L, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City's municipal advisor.

The City will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which they have sold to the public each maturity of Bonds. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) **“public”** means any person other than an underwriter or a related party,

(ii) **“underwriter”** means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) **“sale date”** means the date of execution of this Purchase Agreement by all parties.

Section 9. Closing. At 8:30 a.m., California time, on _____, 2023, or at such other time as shall have been mutually agreed upon by the City and the Underwriter (the “Closing Date” or the “Closing”), the City will deliver or cause to be delivered to the account of the Underwriter, under the Fast Automated Securities Transfer System of DTC, the Bonds, in the form of a separate single fully registered bond for each series of Bonds, maturity date and interest rate of the Bonds duly

executed by the City and authenticated by the Fiscal Agent, together with the opinions and documents set forth in Section 9 hereof. The Underwriter will, subject to the terms and conditions hereof, accept delivery of the Bonds and pay the Net Purchase Price of the Bonds as set forth in Section 2 hereof by wire transfer in immediately available funds on the Closing Date. The Bonds shall be made available to the Fiscal Agent not later than one business day before the Closing Date. Upon initial issuance, the ownership of such Bonds shall be registered in the registration books kept by the Fiscal Agent in the name of Cede & Co., as the nominee of DTC.

Payment for the delivery of the Bonds shall be coordinated at the offices of Jones Hall, A Professional Law Corporation, in San Francisco, California, or at such other place as shall have been mutually agreed upon by the City and the Underwriter. The Underwriter shall order CUSIP identification numbers and the City shall cause such CUSIP identification numbers to be printed on the Bonds, but neither the failure to print any such number on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this Purchase Agreement.

Section 10. Closing Conditions. The obligation of the Underwriter under this Purchase Agreement is subject to the performance by the City of its obligations hereunder and are also subject to the following conditions:

(a) the representations of the City herein shall be true, complete and correct on the date thereof and on and as of the Closing Date, as if made on the Closing Date;

(b) at the time of the Closing, the City Documents, the Resolutions and Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented, and the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter; and

(c) at or prior to the Closing, the Underwriter shall have received each of the following documents:

(i) the Official Statement, together with any supplements or amendments thereto if the Official Statement has been supplemented or amended, with the Official Statement and each supplement or amendment, if any, signed on behalf of the City by its authorized officer;

(ii) the Fiscal Agent Agreement, signed on behalf of the City and the Fiscal Agent by their respective authorized officers;

(iii) a conformed map of the proposed boundaries of the District, recorded in the real property records of the City;

(iv) certified copies of the Resolutions and Ordinance;

(v) a conformed copy of the Notice of Special Tax Lien, recorded in the real property records of the City;

(vi) the Request and Unanimous Approval for Annexation and Landowner-Voter Ballot of Treasure Island Series 1, LLC, dated April 13, 2020;

(vii) a certificate of the City dated the Closing Date and executed by its authorized officer(s), substantially in the form attached hereto as Exhibit B;

(viii) an opinion of the City Attorney (“Issuer Counsel”), addressed solely to the City and the Underwriter, dated the Closing Date and in substantially the form attached hereto as Exhibit C;

(ix) unqualified opinions of Jones Hall, A Professional Law Corporation (“Bond Counsel”), dated the Closing Date and in substantially the form set forth in Appendix D to the Official Statement;

(x) a supplemental opinion of Bond Counsel, addressed to the City and the Underwriter, dated the Closing Date and in substantially the form attached hereto as Exhibit D;

(xi) an opinion of Norton Rose Fulbright US LLP (“Disclosure Counsel”), addressed to the City and the Underwriter, dated the Closing Date and in substantially the form attached hereto as Exhibit E;

(xii) an opinion of Stradling Yocca Carlson & Rauth, Underwriter’s Counsel (“Underwriter’s Counsel”), addressed to the Underwriter, dated the Closing Date, in form and substance acceptable to the Underwriter;

(xiii) evidence of required filings with the California Debt and Investment Advisory Commission;

(xiv) an opinion of counsel to the Fiscal Agent, addressed to the City and the Underwriter, dated the Closing Date and in form and substance acceptable to the City and the Underwriter;

(xv) a certificate of the Fiscal Agent, dated the Closing Date, to the effect that: (A) it is a national banking association duly organized and existing under the laws of the United States of America; (B) it has full corporate trust powers and authority to serve as Fiscal Agent under the Fiscal Agent Agreement; (C) it acknowledges and accepts its obligations under the Fiscal Agent Agreement and it has duly authorized, executed and delivered the Fiscal Agent Agreement and that such acceptance and execution and delivery is in full compliance with, and does not conflict with, any applicable law or governmental regulation currently in effect, and does not conflict with or violate any contract to which it is a party or any administrative or judicial decision by which it is bound; and (D) it has duly authenticated the Bonds in accordance with the terms of the Fiscal Agent Agreement;

(xvi) the Continuing Disclosure Certificate duly executed by the City;

(xvii) a certificate from Goodwin Consulting Group, Inc. (“Special Tax Consultant”) to the effect that (i) the Special Tax if applied in accordance with the terms as set forth in the rate and method of apportionment of special taxes (the “Special Tax Formula”), will annually yield sufficient revenue to make timely payments of debt service on the Bonds, provided that information and other data

supplied by the City, the Municipal Advisor, the Underwriter or by any of their agents, which has been relied upon by the Special Tax Consultant is true and correct, (ii) for each Fiscal Year after the issuance of the Bonds, the Special Tax Revenues less estimated Administrative Expenses for each respective Fiscal Year, if collected in the maximum amounts permitted pursuant to the Special Tax Formula on the Closing Date, would generate at least 110% of the maximum debt service payable with respect to the Bonds and the 2022A Bonds payable from such Special Tax during each fiscal year, based on a debt service schedule supplied by the Underwriter and relied upon by the Special Tax Consultant, (iii) the information supplied by the Special Tax Consultant for use in the Official Statement is true and correct as of the date of the Official Statement and as of the Closing Date, and (iv) the description of the Special Tax Formula contained in the Official Statement is correctly presented in all material respects;

(xviii) a Letter of Representations of Treasure Island Series 1, LLC, a Delaware limited liability company (the “Phase Developer”), dated the date of the Preliminary Official Statement, substantially in the form attached hereto as Exhibit G;

(xix) a Closing Certificate of the Phase Developer, dated the Closing Date, substantially in the form attached hereto as Exhibit H;

(xx) a letter or letters from counsel to the Phase Developer, dated the Closing Date and addressed to the Underwriter and the City, in form and substance acceptable to the Underwriter and the City, regarding the following: (i) negative assurance with respect to following captions of the Official Statement: “INTRODUCTION – Treasure Island Project,” “INTRODUCTION – Improvement Area No. 2 and the Treasure Island Project,” and “—Continuing Disclosure” (as to the Developer in the second paragraph only), “THE TREASURE ISLAND PROJECT,” “IMPROVEMENT AREA NO. 2 – Location and Description of Improvement Area No. 2 and the Immediate Area,” “—Tract Map Status of Improvement Area No. 2,” “—Geotechnical Mitigation Program,” “—Sea Level Rise and Adaptive Management Strategy,” “—Infrastructure Development and Financing Plan,” “—Utilities,” and “—Ownership of Property in Improvement Area No. 2” (but only as to the first paragraph thereof), and “CONTINUING DISCLOSURE – TI Series 1”; (ii) the validity and enforceability of the Continuing Disclosure Certificate, entered into by the Phase Developer; and (iii) litigation affecting the development of the property as described in the Official Statement or the payment of the Special Taxes;

(xxi) a Continuing Disclosure Certificate, entered into by the Phase Developer, substantially in the form attached to the Preliminary Official Statement as Appendix E-2;

(xxii) a Letter of Representations of TI Lots 3-4, LLC, a Delaware limited liability company (the “Stockbridge/Wilson Meany/Lennar Merchant Builder”), dated the date of the Preliminary Official Statement, substantially in the form attached hereto as Exhibit I;

(xxiii) a Closing Certificate of the Stockbridge/Wilson Meany/Lennar Merchant Builder, dated the Closing Date, substantially in the form attached hereto as Exhibit J;

(xxiv) a letter or letters from counsel to the Stockbridge/Wilson Meany/Lennar Merchant Builder, dated the Closing Date and addressed to the Underwriter and the City, in form and substance acceptable to the Underwriter and the City, regarding the following: (i) negative assurance with respect to the Preliminary Official Statement and Official Statement; (ii) the validity and enforceability of the Continuing Disclosure Certificate entered into by the Stockbridge/Wilson Meany/Lennar Merchant Builder; and (iii) litigation affecting the development of the property as described in the Official Statement or the payment of the Special Taxes;

(xxv) a Continuing Disclosure Certificate, entered into by the Stockbridge/Wilson Meany/Lennar Merchant Builder, substantially in the form attached to the Preliminary Official Statement as Appendix E-3

(xxvi) a Letter of Representations of TI Lot 10, LLC, a Delaware limited liability company (the “Stockbridge/Wilson Meany Merchant Builder”), dated the date of the Preliminary Official Statement, substantially in the form attached hereto as Exhibit K;

(xxvii) a Closing Certificate of the Stockbridge/Wilson Meany Merchant Builder, dated the Closing Date, substantially in the form attached hereto as Exhibit L;

(xxviii) a letter or letters from counsel to the Stockbridge/Wilson Meany Merchant Builder, dated the Closing Date and addressed to the Underwriter and the City, in form and substance acceptable to the Underwriter and the City, regarding the following: (i) negative assurance with respect to the Preliminary Official Statement and Official Statement; (ii) the validity and enforceability of the Continuing Disclosure Certificate entered into by the Stockbridge/Wilson Meany Merchant Builder; and (iii) litigation affecting the development of the property as described in the Official Statement or the payment of the Special Taxes;

(xxix) a Continuing Disclosure Certificate, entered into by the Stockbridge/Wilson Meany Merchant Builder, substantially in the form attached to the Preliminary Official Statement as Appendix E-3;

(xxx) a Letter of Representations of TI Lot 8, LLC, a Delaware limited liability company (the “Lennar Merchant Builder”), dated the date of the Preliminary Official Statement, substantially in the form attached hereto as Exhibit M;

(xxxi) a Closing Certificate of the Lennar Merchant Builder, dated the Closing Date, substantially in the form attached hereto as Exhibit N;

(xxxii) a letter or letters from counsel to the Lennar Merchant Builder, dated the Closing Date and addressed to the Underwriter and the City, in form and

substance acceptable to the Underwriter and the City, regarding the following: (i) negative assurance with respect to the Preliminary Official Statement and Official Statement; (ii) the validity and enforceability of the Continuing Disclosure Certificate entered into by Lennar Merchant Builder; and (iii) litigation affecting the development of the property as described in the Official Statement or the payment of the Special Taxes;

(xxxiii) a Continuing Disclosure Certificate, entered into by the Lennar Merchant Builder, substantially in the form attached to the Preliminary Official Statement as Appendix E-3;

(xxxiv) a Letter of Representations of B1 Treasure Island 048 Holdings, LLC, a Delaware limited liability company and a wholly owned subsidiary of Poly (USA) Real Estate Development Corporation (“B1 Holdings”), dated the date of the Preliminary Official Statement, substantially in the form attached hereto as Exhibit P;

(xxxv) a Letter of Representations of C23 Treasure Island 048 Holdings, LLC, a Delaware limited liability company and a wholly owned subsidiary of Poly (USA) Real Estate Development Corporation (“C23 Holdings”), dated the date of the Preliminary Official Statement, substantially in the form attached hereto as Exhibit Q;

(xxxvi) a Closing Certificate of B1 Holdings, dated the Closing Date, substantially in the form attached hereto as Exhibit R;

(xxxvii) a Closing Certificate of C23 Holdings, dated the Closing Date, substantially in the form attached hereto as Exhibit S;

(xxxviii) a Continuing Disclosure Certificate, entered into by B1 Holdings, substantially in the form attached to the Preliminary Official Statement as Appendix E-3;

(xxxix) a Continuing Disclosure Certificate, entered into by C23 Holdings, substantially in the form attached to the Preliminary Official Statement as Appendix E-3;

(xl) a letter from counsel to B1 Holdings and C23 Holdings, dated the Closing Date and addressed to the Underwriter and the City, in form and substance acceptable to the Underwriter and the City, regarding the following: (i) negative assurance with respect to the Preliminary Official Statement and Official Statement; (ii) the validity and enforceability of the Continuing Disclosure Certificate entered into by each of B1 Holdings and C23 Holdings; and (iii) litigation affecting the development of the property by B1 Holdings and C23 Holdings as described in the Official Statement or the payment of the Special Taxes by each of B1 Holdings and C23 Holdings, as applicable;

(xli) The certificate of the City pursuant to Section 3.06 of the Fiscal Agent Agreement with respect to the issuance of the Bonds as Parity Bonds under the Fiscal Agent Agreement.

(xlii) such additional legal opinions, bonds, instruments or other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date of this Purchase Agreement and as of the Closing Date, of the City's representations contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City on or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the City.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Agreement or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligations hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 11 of this Purchase Agreement shall continue in full force and effect.

Section 11. Termination. The Underwriter shall have the right to cancel its obligation to purchase the Bonds by written notification from the Underwriter to the City if at any time after the date of this Purchase Agreement and prior to the Closing:

(a) any event shall have occurred or any fact or condition shall have become known which, in the reasonable judgment of the Underwriter upon consultation with the City, Bond Counsel and Disclosure Counsel (both as hereinafter defined), either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement; or (ii) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect and, in either such event, the City refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(b) legislation shall be enacted, or a decision by a court of the United States shall be rendered, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which in the reasonable opinion of the Underwriter has the effect of requiring the Bonds to be registered under the Securities Act of 1933, as amended, or requires the qualification of the Fiscal Agent Agreement under the Trust Indenture Act of 1939, as amended; or

(c) any of the following occurs and is continuing as of the Closing Date which, in the reasonable judgment of the Underwriter (set forth in a written notice from the Underwriter to the City terminating the obligation of the Underwriter to accept delivery of and make payment for the Bonds), has a material adverse effect on the marketability or market price of the Bonds, at the initial offering prices set forth in the Schedule I attached hereto, or the Underwriter's ability to process and settle transactions:

(i) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue

Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest that would be received by the holders of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof; or

(ii) an amendment to the Constitution of the State of California shall have been passed or legislation shall have been enacted by the California legislature, or a decision shall have been rendered by a court of the State of California, in each case which may have the purpose or effect of subjecting interest on the Bonds to State income tax; or

(iii) (A) The declaration of war by the United States of America, any major new outbreak or escalation of armed hostilities, an act of terrorism or any other major national calamity or crisis, (B) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations; or

(iv) the declaration of a general banking moratorium by any federal, New York or State of California authorities; or

(v) a general suspension of trading or other material restrictions on the New York Stock Exchange or other national securities exchange not in effect as of the date hereof; or

(vi) an order, decree or injunction of any court of competent jurisdiction, or order, ruling, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, issued or made to the effect that the delivery, offering or sale of obligations of the general character of the Bonds, or the delivery, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect; or

(vii) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriter; or

(viii) litigation of the type identified in Section 6(h) hereof; or

(ix) a material disruption in municipal bond market securities settlement, payment or clearance services affecting the Bonds.

Section 12. Expenses.

(a) Except for those expenses assigned to the Underwriter pursuant to Section 12(b) hereof, the Underwriter shall be under no obligation to pay, and the City shall pay, any expenses incident to the performance of the City's obligations under this Purchase Agreement and the fulfillment of the conditions imposed hereunder, including but not limited to: (i) the fees and disbursements of Issuer's Counsel, Bond Counsel, and Disclosure Counsel; (ii) the fees and disbursements of CSG Advisors Incorporated, San Francisco, California (the "Municipal Advisor"); (iii) the fees and disbursements of any counsel, auditors, engineers, consultants or others retained by the City in connection with the transactions contemplated herein; (iv) the costs of preparing and printing the Bonds; (v) the costs of the printing of the Official Statement (and any amendment or supplement prepared pursuant to Section 6(e) hereof); and (vi) any fees charged by investment rating agencies for the rating of the Bonds.

(b) The Underwriter shall pay all expenses incurred by the Underwriter in connection with the offering and distribution of the Bonds, including but not limited to: (i) all advertising expenses in connection with the offering of the Bonds; (ii) the costs of printing the Blue Sky memorandum used by the Underwriter; (iii) all out of pocket disbursements and expenses incurred by the Underwriter in connection with the offering and distribution of the Bonds, including the fees of the CUSIP Service Bureau for the assignment of CUSIP numbers; and (iv) all other expenses incurred by the Underwriter in connection with the offering and distribution of the Bonds, including the fees and disbursements of Underwriter's Counsel.

Section 13. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City at the address set forth above and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to the Underwriter: Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Eileen Gallagher, Managing Director.

Section 14. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including the successors or assigns of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue of this Purchase Agreement. All of the representations and agreements of the City contained in this Purchase Agreement shall remain operative and in full force and effect, regardless of: (a) any investigations made by or on behalf of the Underwriter; (b) delivery of and payment for the Bonds, pursuant to this Purchase Agreement; and (c) any termination of this Purchase Agreement.

Section 15. Invalid or Unenforceable Provisions. If any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Purchase Agreement.

Section 16. Counterparts. This Purchase Agreement may be executed by facsimile transmission and in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute the Purchase Agreement by signing any such counterpart.

Section 17. Governing Law; Venue. This Purchase Agreement shall be governed by and interpreted under the laws of the State of California. Venue for all litigation and other disputes relative arising from or related to this Purchase Agreement shall be in the City.

Section 18. City Contracting Requirements. The provisions for the City Contracting Requirements attached hereto as Exhibit A are hereby incorporated herein by reference as though fully set forth herein.

Section 19. Entire Agreement. This Purchase Agreement is the sole agreement of the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written. This Purchase Agreement may only be amended by a writing executed by the authorized representatives of the parties.

Section 20. Headings. The section headings in this Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

Section 21. Effectiveness. This Purchase Agreement shall become effective upon execution of the acceptance of this Purchase Agreement by the City and shall be valid and enforceable as of the time of such acceptance.

[Remainder of page intentionally left blank.]

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By _____
Eileen Gallagher
Managing Director

CITY AND COUNTY OF SAN FRANCISCO

By _____
Anna Van Degna
Director, Controller's Office of Public Finance

APPROVED AS TO FORM:

David S. Chiu
City Attorney

By _____
Mark D. Blake
Deputy City Attorney

[Signature Page to Improvement Area No. 2 of the City and County of San Francisco Community Facilities
District No. 2016-1 (Treasure Island) Bond Purchase Agreement]

SCHEDULE I

Maturity Schedule

\$ _____
**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A**

<u>Maturity Date</u> (September 1)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10%</u> <u>Test</u> <u>Met</u>	<u>10%</u> <u>Test</u> <u>Not</u> <u>Met</u>	Hold the Offering Price Rule Used
---	---	--	---------------------	---------------------	--	---	--

^T _____
Indicates Term Bond.

^C Priced to optional redemption on September 1, 20__ at a price of ___% of par.

Redemption Provisions

Optional Redemption. The Bonds maturing on or after September 1, 20__ are subject to redemption as directed by the City, from sources of funds other than prepayments of Special Taxes, prior to their stated maturities, on any date on and after September 1, 20__ in whole or in part, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), as set forth below, together with accrued interest thereon to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	%
September 1, 20__ through August 31, 20__	
September 1, 20__ through August 31, 20__	
September 1, 20__ and any date thereafter	

Mandatory Sinking Fund Redemption. The Term Bonds maturing on September 1, 20__ are subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the redemption date, without premium, in the aggregate respective principal amounts all as set forth in the following table:

20__ Term Bonds	
<u>Sinking Fund Redemption Date (September 1)</u>	<u>Principal Amount Subject to Redemption</u>
	\$

The Term Bonds maturing on September 1, 20__ are subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the redemption date, without premium, in the aggregate respective principal amounts all as set forth in the following table:

20 Term Bonds

Sinking Fund Redemption Date (September 1)	Principal Amount <u>Subject to Redemption</u> \$
--	--

The Term Bonds maturing on September 1, 20__ are subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the redemption date, without premium, in the aggregate respective principal amounts all as set forth in the following table:

20 Term Bonds

Sinking Fund Redemption Date (September 1)	Principal Amount <u>Subject to Redemption</u> \$
--	--

Provided, however, if some but not all of the Term Bonds of a given maturity have been redeemed pursuant to optional redemption or Redemption from Special Tax Prepayments, the total amount of all future Sinking Fund Payments relating to such maturity shall be reduced by the aggregate principal amount of Term Bonds of such maturity so redeemed, to be allocated among such Sinking Fund Payments on a *pro rata* basis in integral multiples of \$5,000 as determined by the

Fiscal Agent, notice of which determination (which shall consist of a revised sinking fund schedule) shall be given by the City to the Fiscal Agent.

Redemption from Special Tax Prepayments. Special Tax Prepayments and any corresponding transfers from the 2023 Reserve Fund shall be used to redeem Bonds on the next Interest Payment Date for which notice of redemption can timely be given, among series and maturities as provided in the Fiscal Agent Agreement, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), as set forth below, together with accrued interest to the date fixed for redemption:

<u>Redemption Date</u>	<u>Redemption Price</u>
Any Interest Payment Date on or before March 1, 20__	%
On September 1, 20__ and March 1, 20__	
On September 1, 20__ and March 1, 20__	
On September 1, 20__ and any Interest Payment Date thereafter	

EXHIBIT A

UNDERWRITER'S REPRESENTATIONS, COVENANTS AND AGREEMENTS AND CITY CONTRACTING REQUIREMENTS

Section 1. Underwriter's Representations, Covenants and Agreements. The Underwriter represents and covenants and agrees with the City that:

(a) It shall comply with the San Francisco Business Tax Resolution and shall, if not otherwise exempt from such resolution, provide to the City a Business Tax Registration Certificate on or prior to the date hereof.

(b) It shall comply with Chapter 12B of the San Francisco Administrative Code, entitled "Nondiscrimination in Contracts," which is incorporated herein by this reference.

(c) It represents and warrants to the City that the Underwriter has been duly authorized to enter into this Purchase Agreement and to act hereunder by and on behalf of it.

Section 2. City Contracting Requirement. Additionally, the Underwriter represents and covenants and agrees, as applicable that:

(a) ***Underwriter Shall Not Discriminate.*** In the performance of this Purchase Agreement, the Underwriter agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, weight, height, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or associated with members of such protected classes, or in retaliation for opposition to discrimination against such classes against any employee of, any City and/or City employee working with, or applicant for employment with such Underwriter in any of such Underwriter's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social or other establishments or organizations operated by the Underwriter.

(b) ***Subcontracts.*** The Underwriter shall incorporate by reference in all subcontracts made in fulfillment of its obligations hereunder the provisions of Section 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. The Underwriter's failure to comply with the obligations in this subsection shall constitute a material breach of this Purchase Agreement.

(c) ***Non-Discrimination in Benefits.*** The Underwriter does not as of the date of this Purchase Agreement and will not during the term of this Purchase Agreement, in any of its operations in San Francisco, California, or on real property owned by San Francisco, California, or where the work is being performed for the City and/or City elsewhere within 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 Section 12B.2(b) of the San Francisco Administrative Code.

(d) **HRC Form.** The Underwriter 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 Exhibit A by reference and made a part of this Purchase Agreement as though fully set forth herein. The Underwriter shall comply fully with and be bound by all of the provisions that apply to this Purchase Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, the Underwriter understands that pursuant to Section 12B.2(h) 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 Purchase Agreement may be assessed against such Underwriter and/or deducted from any payments due such Underwriter; provided, however that such damages shall not be set off against the payment of rental or other contract related to the Bonds, certificates of participation or other debt obligation of the City or the City.

(f) **Drug-Free Workplace Policy.** The Underwriter 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 or District premises. The Underwriter agrees that any violation of this prohibition by such Underwriter, its employees, agents or assigns will be deemed a material breach of this Purchase Agreement.

(g) **Compliance With Americans with Disabilities Act.** Without limiting any other provisions of this Purchase Agreement, the Underwriter shall provide the services specified in this Purchase Agreement in a manner that complies with the Americans with Disabilities Act (“ADA”) Title 24, and any and all other applicable federal, state and local disability rights legislation. The Underwriter agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Purchase Agreement and further agrees that any violation of this prohibition on the part of such Underwriter, its employees, agents or assigns shall constitute a material breach of this Purchase Agreement.

(h) **Sunshine Ordinance.** In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors’ bids, responses to solicitations and all other records of communications between the 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.

(i) ***Prohibition on Political Activity With City Funds.*** In accordance with San Francisco Administrative Code Chapter 12.G, an Underwriter may not participate in, support or attempt to influence any political campaign for a candidate or for a ballot measure in the performance of the services provided under this Purchase Agreement. The Underwriter 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. If the Underwriter violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Purchase Agreement, and (ii) prohibit such Underwriter from bidding on or receiving any new City and/or City contract for a period of two years.

(j) ***MacBride Principles—Northern Ireland.*** The City and the District urge companies doing business in Northern Ireland to move towards resolving employment inequities, and encourage such companies to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and the District urge San Francisco companies to do business with corporations that abide by the MacBride Principles.

(k) ***Tropical Hardwood and Virgin Redwood Ban.*** The City and the District urge companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product or any virgin redwood or virgin redwood product.

(l) ***Repeal of Administrative Code Provisions.*** To the extent that the City repeals any provision of the Administrative Code incorporated, set forth or referenced in this Exhibit A, other than pursuant to a restatement or amendment of any such provision, such provision, as incorporated, set forth or referenced herein, shall no longer apply to this Purchase Agreement or the Underwriter.

(m) ***Limitations on Contributions.*** Through execution of this Purchase Agreement, the Underwriter 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 (i) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves; (ii) a candidate for the office held by such individual; or (iii) 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. The Underwriter 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. The Underwriter further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of such Underwriter's board of directors; such Underwriter's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20% in such Underwriter; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by such Underwriter. Additionally, the Underwriter acknowledges that such Underwriter must

inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

(n) ***Requiring Minimum Compensation for Covered Employees.*** The Underwriter 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 Purchase 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 the Underwriter’s obligations under the MCO is set forth in this Exhibit A. The Underwriter is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Exhibit A. Capitalized terms used in this Exhibit A and not defined in this Purchase Agreement shall have the meanings assigned to such terms in Chapter 12P. Consistent with the requirements of the MCO, the Underwriter agrees to all of the following:

(i) The MCO requires the Underwriter to pay such Underwriter’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 such Underwriter is obligated to keep informed of the then current requirements. Any subcontract entered into by an Underwriter 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 Exhibit A. It is the Underwriter’s obligation to ensure that any subcontractors of any tier under this Purchase Agreement comply with the requirements of the MCO. If any subcontractor under this Purchase Agreement fails to comply, the City may pursue any of the remedies set forth in this Exhibit A against such Underwriter. Nothing in this Exhibit A shall be deemed to grant any Underwriter the right to subcontract.

(ii) No Underwriter shall 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.

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

(iv) The City is authorized to inspect the Underwriter’s job sites and conduct interviews with employees and conduct audits of such Underwriter.

(v) The Underwriter’s commitment to provide the Minimum Compensation is a material element of the City’s consideration for this Purchase 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 such Underwriter fails to comply with these requirements. The Underwriter 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 such Underwriter's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

(vi) The Underwriter 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 Purchase Agreement for violating the MCO, such Underwriter fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, such Underwriter 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.

(vii) The Underwriter 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.

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

(o) ***Requiring Health Benefits for Covered Employees.*** The Underwriter 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 Purchase 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 Exhibit A and not defined in this Purchase Agreement shall have the meanings assigned to such terms in Chapter 12Q.

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

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

(iii) An Underwriter's failure to comply with the HCAO shall constitute a material breach of this Purchase Agreement. The City shall notify such Underwriter if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Purchase Agreement for violating the HCAO, such Underwriter fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, such Underwriter fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City or the 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 the City or the City.

(iv) Any subcontract entered into by an Underwriter 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 Exhibit A. Such Underwriter 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. The Underwriter 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 Exhibit A against the applicable Underwriter based on the subcontractor's failure to comply, provided that the City or the City has first provided such Underwriter with notice and an opportunity to obtain a cure of the violation.

(v) No Underwriter shall discharge, reduce in compensation, or otherwise discriminate against any employee for notifying the City or the City with regard to such Underwriter'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.

(vi) The Underwriter 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.

(vii) The Underwriter 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 applicable contract.

(viii) The Underwriter shall keep itself informed of the current requirements of the HCAO.

(ix) The Underwriter 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.

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

(xi) The Underwriter shall allow the City to inspect such Underwriter's job sites and have access to such Underwriter's employees in order to monitor and determine compliance with HCAO.

(xii) The City may conduct random audits of the Underwriter to ascertain its compliance with HCAO. The Underwriter agrees to cooperate with the City when it conducts such audits.

(xiii) If an Underwriter is exempt from the HCAO when this Purchase Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but such Underwriter later enters into an agreement or agreements that cause such Underwriter's aggregate amount of all agreements with the City or the 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 such Underwriter and the District or the City to be equal to or greater than \$75,000 in the fiscal year.

(p) ***Prohibition on Political Activity With City or City Funds.*** In accordance with San Francisco Administrative Code Chapter 12.G, no Underwriter may 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 Purchase Agreement. The Underwriter 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. If the Underwriter violates the provisions of this Exhibit A, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Purchase Agreement, and (ii) prohibit such Underwriter from bidding on or receiving any new City contract for a period of two years. The Controller will not consider an Underwriter's use of profit as a violation of this Exhibit A.

(q) ***Protection of Private Information.*** The Underwriter 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. The Underwriter agrees that any failure of such Underwriter to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of this Purchase Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Purchase Agreement, bring a false claim action against such Underwriter pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar such Underwriter.

(r) ***Conflicts of Interest.*** Through its execution of this Purchase Agreement, the Underwriter acknowledges that it is familiar with the provisions of Section 15.103 of the City Charter, Article III, Chapter 2 of the City’s Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute 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 Purchase Agreement.

As to Exhibit A of this Purchase Agreement:

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as Underwriter

By _____
Eileen Gallagher
Managing Director

EXHIBIT B

FORM OF CERTIFICATE OF THE CITY

The undersigned _____, _____ and _____, respectively, of the City and County of San Francisco (the “City”), acting in their official capacities, hereby certify as follows in connection with the issuance of the \$ _____ aggregate principal amount of Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “Bonds”):

1. The persons named below are now, and at all times from and after _____, 20____, have been duly appointed and qualified officers of the City holding the offices of the City set forth opposite their respective names, and each of the undersigned certifies that the signature affixed following the other of the undersigned’s name and office is the genuine signature of such person.

2. The representations of the City contained in the Bond Purchase Agreement, dated _____, 2023 (the “Purchase Agreement”), between Stifel, Nicolaus & Co. Incorporated, as the underwriter of the Bonds, and the City, are true, complete and correct as of the date hereof as if made on the date hereof.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands.

Dated: _____, 2023.

Name

Office

Signature

EXHIBIT C

FORM OF OPINION OF ISSUER COUNSEL

[LETTERHEAD OF CITY ATTORNEY]

[Closing Date]

City and County of San Francisco
San Francisco, California

Stifel, Nicolaus & Co. Incorporated,
San Francisco, California

Re: \$ _____ Improvement Area No. 2 of the City and County of San Francisco
Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds,
Series 2023A

Ladies and Gentlemen:

In connection with the issuance of the \$ _____ Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “Bonds”) by the City and County of San Francisco (the “City”) acting on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (the “District”), I have examined originals or copies, certified or otherwise identified to my satisfaction, of such documents, public records and other instruments and have conducted such other investigations of fact and law as I deemed necessary for the purpose of this opinion. Capitalized terms not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

I am of the opinion that:

1. The City is a charter city, with full legal right, power and authority to enter into and perform its obligations under: (a) the Fiscal Agent Agreement dated as of February 1, 2022, as supplemented by a First Supplement to Fiscal Agent Agreement, dated as of December 1, 2023 (the “Fiscal Agent Agreement”), each by and between the City and Zions Bancorporation, National Association, as fiscal agent (the “Fiscal Agent”); (b) the Bond Purchase Agreement, dated _____, 2023 (the “Purchase Agreement”), by and between Stifel, Nicolaus & Co. Incorporated and the City; and (c) the Continuing Disclosure Certificate, dated _____, 2023 (the “Continuing Disclosure Certificate”) of the City relating to the Bonds. The Fiscal Agent Agreement, the Purchase Agreement and the Continuing Disclosure Certificate are collectively referred to herein as the “City Documents.”

2. The Resolutions and Ordinance were each duly adopted at a meeting of the Board of Supervisors of the City. The meeting during which each of the Resolutions and Ordinance were

adopted was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout.

3. The City Documents have been duly authorized, executed and delivered by the City and assuming that such documents are valid and binding upon each of the other respective parties thereto, if any, each is valid and binding upon and enforceable against the City in accordance with its respective terms, except that enforceability may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights in general, by the application of equitable principles if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State of California.

4. The execution and delivery of the City Documents and compliance with the provisions thereof do not and will not conflict with or constitute on the part of the City a breach or default under any existing law, regulation, court order or consent decree to which the City is subject or, to the best of my knowledge after due inquiry, any agreement or instrument to which the City is a party or by which the City is bound.

5. All actions on the part of the City necessary for the making and performance of the City Documents have been duly and effectively taken and no consent, authorization or approval of or filing or registration with, any governmental or regulatory officer or body not already obtained or not obtainable in due course by the City is required for the making and performance of the City Documents.

6. Except as disclosed in the Official Statement, dated _____, 2023 with respect to the Bonds (the "Official Statement"), no litigation, action, suit or proceeding is known to be pending (with service of process having been accomplished) or threatened (a) restraining or enjoining the execution or delivery of the Bonds or the City Documents, or the collection of the Special Tax Revenues pledged under the Fiscal Agent Agreement; (b) in any way contesting or affecting the validity of the Resolutions or the Ordinance, the Bonds, the City Documents or any proceedings of the City taken with respect to the foregoing; (c) restraining or enjoining the development of property within Improvement Area No. 2; or (d) which if determined adversely to the City would have a material adverse effect on its operations or finances.

Very truly yours,

By _____

EXHIBIT D

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[LETTERHEAD OF BOND COUNSEL]

[Closing Date]

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

Zions Bancorporation, National Association
550 South Hope Street, Suite 2875
Los Angeles, CA 90071

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

SUPPLEMENTAL OPINION:

\$ _____ Improvement Area No. 2 of the City and County of San Francisco
Community Facilities District 2016-1 (Treasure Island) Special Tax Bonds, Series
2023A (the “Bonds”)

Ladies and Gentlemen:

We have acted as bond counsel to the City and County of San Francisco (the “City”) in connection with the issuance by the City, for and on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (the “Community Facilities District”), of the captioned bonds, dated the date hereof (collectively, the “Bonds”). In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion. This letter is being delivered in our capacity as bond counsel to the City and not as counsel to any other addressee hereof.

The Bonds are issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being sections 53311 et seq. of the California Government Code (the “Act”), Resolution No. 501-21 of the Board of Supervisors of the City adopted on _____, 2023 and signed by the Mayor on _____, 2023, (the “City Resolution”), and a Fiscal Agent Agreement dated as of February 1, 2022, as supplemented by a First Supplement to Fiscal Agent Agreement, dated as of December 1, 2023 (the “Fiscal Agent Agreement”), each by and between the City and Zions Bancorporation, National Association, as fiscal agent (the “Fiscal Agent”). Under the Fiscal Agent Agreement, the City has pledged certain revenues (“Special Tax Revenues”) for the payment of principal, premium (if any) and interest on the Bonds when due.

Capitalized terms not defined here have the meanings given them in the Bond Purchase Agreement, dated _____, 2023 (the “Purchase Agreement”), by and between Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) and the City.

Regarding questions of fact material to our opinion, we have relied on representations of the City contained in the Resolution and in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based on our examination, we are of the opinion that, under existing law:

1. The statements contained in the Final Official Statement on the cover page and under the captions “INTRODUCTION,” “THE 2023A BONDS,” “SECURITY FOR THE BONDS” (excluding the subcaption “Rate and Method of Apportionment of Special Taxes”), “TAX MATTERS,” and in Appendices C and D thereto, insofar as such statements expressly summarize certain provisions of the Bonds, the Resolutions and the Ordinance, the Fiscal Agent Agreement, and Bond Counsel's opinion concerning certain federal tax matters relating to the Bonds, present a fair and accurate summary thereof.

2. The City has duly and validly executed and delivered the Purchase Agreement, and the Purchase Agreement constitutes the legal, valid and binding obligation of the City, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought.

3. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

This opinion letter is solely for your benefit in connection with the transaction covered by the first paragraph of this letter and may not be relied upon, used, circulated, quoted or referred to, nor any copies hereof be delivered to, any other person without our prior written approval.

Respectfully submitted,

A Professional Law Corporation

EXHIBIT E

FORM OF OPINION OF DISCLOSURE COUNSEL

[LETTERHEAD OF DISCLOSURE COUNSEL]

Re: \$_____ Improvement Area No. 2 of the City and County of San Francisco Community Facilities District 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “Bonds”)

Ladies and Gentlemen:

We have acted as Disclosure Counsel to the City of San Francisco (the “City”) in connection with the \$_____ Improvement Area No. 2 of the San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “Bonds”). The Bonds will be issued by the City on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (the “District”) pursuant to the provisions of a Fiscal Agent Agreement dated as of February 1, 2022, as supplemented by a First Supplement to Fiscal Agent Agreement, dated as of December 1, 2023 (the “Fiscal Agent Agreement”), each by and between the City and Zions Bancorporation, National Association, as fiscal agent (the “Fiscal Agent”), the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq. of the Government Code of the State of California) (the “Act”), and Resolution No. ____, which was approved by the Board of Supervisors on _____, 2023 and signed by the Mayor on _____, 2023 (the “Resolution”). The terms and provisions of the Bonds are contained in the Fiscal Agent Agreement and are further described in the Official Statement relating to the Bonds, dated _____, 2023 (the “Official Statement”). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Official Statement.

The Bonds were sold by the City pursuant to that Bond Purchase Agreement, dated _____, 2023 (the “Bond Purchase Agreement”), by and between Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) and the City.

In rendering this opinion, we have reviewed the Fiscal Agent Agreement, the Resolution, such other records, documents, certificates and opinions, and have made such other investigations of law and fact as we have deemed necessary or appropriate.

This opinion is limited to matters governed by the federal securities law of the United States of America, and we assume no responsibility with respect to the applicability or effect of the laws of any other jurisdiction.

In our capacity as Disclosure Counsel to the City, we have rendered certain legal advice and assistance in connection with the preparation of the Preliminary Official Statement relating to the Bonds, dated _____, 2023 (the “Preliminary Official Statement”), and the Official Statement. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal matters, review of certain records, documents and proceedings, and participation in meetings and telephone conferences with, among others, representatives of the City, the City Attorney, Bond Counsel, the Underwriter, Underwriter’s Counsel and the City’s Municipal Advisor,

at which meetings and conferences the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed. On the basis of the information made available to us in the course of the foregoing (but without having undertaken to determine or verify independently, or assuming any responsibility for, the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement), no facts have come to the attention of the personnel directly involved in rendering legal advice and assistance in connection with the preparation of the Preliminary Official Statement and the Official Statement that causes them to believe that (a) the Preliminary Official Statement as of its date or as of the date of the Bond Purchase Agreement contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (except for any information relating to The Depository Trust Company, Cede & Co., the book-entry system, forecasts, projections, estimates, assumptions and expressions of opinions and the other financial and statistical data included therein, and information in Appendices B and F thereof, as to all of which we express no view, and except for such information as is permitted to be excluded from the Preliminary Official Statement pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, including but not limited to information as to pricing, yield, interest rate, maturity, amortization, redemption provisions, underwriter's compensation and the CUSIP numbers), or (b) the Official Statement as of its date or as of the date hereof contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for any information relating to The Depository Trust Company, Cede & Co., the book-entry system, the CUSIP numbers, forecasts, projections, estimates, assumptions and expressions of opinions and the other financial and statistical data included therein, and information in Appendices B and F thereof, as to all of which we express no view). In rendering such advice, we conducted no independent diligence on the Electronic Municipal Market Access website and express no view regarding the City's or the Authority's compliance with any obligation to provide notice of the events described in part (b)(5)(i)(C) of Rule 15c2-12 or to file annual reports described in part (b)(5)(i)(A) of Rule 15c2-12.

During the period from the date of the Preliminary Official Statement to the date of this opinion, except for our review of the certificates and opinions regarding the Preliminary Official Statement and the Official Statement delivered on the date hereof, we have not undertaken any procedures or taken any actions which were intended or likely to elicit information concerning the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement.

We are furnishing this opinion to you, solely for your benefit. This opinion is rendered in connection with the transaction described herein, and may not be relied upon by you for any other purpose. This opinion shall not extend to, and may not be used, circulated, quoted, referred to, or relied upon by, any other person, firm, corporation or other entity without our prior written consent. The delivery of this opinion shall not create any attorney-client relationship between our firm and the addressees hereof, other than the City. Our engagement with respect to this matter terminates upon the delivery of this opinion to you at the time of the remarketing relating to the Bonds, and we have no obligation to update this opinion.

Respectfully submitted,

EXHIBIT F

RESOLUTIONS AND ORDINANCE

1. Resolution No. 414-143, entitled “Resolution adopting amended and restated Local Goals and Policies to provide financial flexibility in connection with the formation of Special Tax Districts, pursuant to Administrative Code, Chapter 43, Article X”, adopted by the Board of Supervisors of the City (the “Board of Supervisors”) on November 26, 2013.
2. Resolution No. 506-16, adopted by the Board of Supervisors on December 6, 2016, and approved by the Mayor on December 16, 2016.
3. Resolution No. 510-16, adopted by the Board of Supervisors on December 6, 2016, and approved by the Mayor on December 16, 2016.
4. Resolution No. 8-17, adopted by the Board of Supervisors on January 24, 2017, and approved by the Mayor on February 3, 2017.
5. Resolution No. 9-17, adopted by the Board of Supervisors on January 24, 2017, and approved by the Mayor on February 3, 2017.
6. Resolution No. 11-17, adopted by the Board of Supervisors on January 24, 2017.
7. Ordinance No. 22-17 adopted by the Board of Supervisors on January 31, 2017.
8. Resolution No. 410-20, adopted by the Board of Supervisors on September 22, 2020 and approved by the Mayor on September 22, 2020.

EXHIBIT G

**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A**

LETTER OF REPRESENTATIONS OF PHASE DEVELOPER

_____, 2023

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

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Ladies and Gentlemen:

Reference is made to the Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “**Bonds**”) and to the Bond Purchase Agreement to be entered into in connection therewith (the “**Purchase Agreement**”). This Letter of Representations of Phase Developer (the “**Letter of Representations**”) is delivered pursuant to the Purchase Agreement. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of Treasure Island Series 1, LLC, a Delaware limited liability company (the “**Developer**”), the phase developer of the property within Improvement Area No. 2 (“**Improvement Area No. 2**”) of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (the “**District**”) and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer is a limited liability company validly existing and in good standing as a limited liability company under the laws of the State of Delaware and is duly registered to transact intrastate business in the State of California as a foreign limited liability company and is in good standing in the State of California and has all requisite right, power and authority: (i) to execute and deliver this Letter of Representations; and (ii) to undertake all of the transactions on its part in the District as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, the Developer is the master developer of certain property within Improvement Area No. 2 (herein the “**Property**”). The undersigned, on behalf of the Developer, makes the representations herein with respect to all such Property.

3. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned (defined below), (a) the Developer and its Affiliates are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, fiscal agent agreement, bond or note (collectively, the “**Material Agreements**”) to which the Developer or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Developer’s ability to complete the development of the Property as described in the Preliminary Official Statement, and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

4. To the Actual Knowledge of the Undersigned, neither the Developer, nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Developer’s ability to develop the Property as described in the Preliminary Official Statement.

5. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Developer (with proper service of process to the Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any current Affiliate (with proper service of process to such Affiliate having been accomplished), or, to the Actual Knowledge of the Undersigned, is threatened in writing against the Developer or any such Affiliate which if successful, is reasonably likely to materially and adversely affect the Developer’s ability to develop the Property as described in the Preliminary Official Statement.

6. As of the date thereof, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Developer, its Affiliates, the Developer’s and its Affiliates’ development plan and entitlements, the Developer’s financing plan, the Developer’s lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer’s development plan or the Developer’s financing plan, other loans of such Affiliates) as set forth under the captions “INTRODUCTION – Treasure Island Project,” “INTRODUCTION – Improvement Area No. 2 and the Treasure Island Project,” and “—Continuing Disclosure” (as to the Developer in the second paragraph only), “THE TREASURE ISLAND PROJECT,” “IMPROVEMENT AREA NO. 2 – Location and Description of Improvement Area No. 2 and the Immediate Area,” “—Tract Map Status of Improvement Area No. 2,” “—Geotechnical Mitigation Program,” “—Sea Level Rise and Adaptive Management Strategy,” “—Infrastructure Development and Financing Plan,” “—Utilities,” and “—Ownership of Property in Improvement Area No. 2” (but only as to the first paragraph thereof), and “CONTINUING DISCLOSURE – TI Series 1” (but excluding any information cited as coming from a source other than the Developer or its Affiliates and information regarding appraised or assessed values, market value ratios and annual special tax ratios) is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

7. The Developer covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Developer and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way seeks to challenge or overturn the formation of the District or Improvement Area No. 2, to challenge the adoption of ordinance(s) of the City levying Special Taxes within Improvement Area No. 2, to invalidate the District or any of the Bonds or any refunding

bonds related thereto, or to invalidate the Special Tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the Notice of Special Tax Lien relating thereto. The foregoing covenant shall not prevent the Developer or any Affiliate in any way from bringing any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Taxes have not been levied in accordance with the methodologies contained in the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2 pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected, (c) the enforcement of the obligations of the City under the Fiscal Agent Agreement or any agreements between or among the Developer, an Affiliate, the City and/or the District, or under which the Developer or any Affiliate is a party or beneficiary.

8. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Developer is not aware that any other public debt secured by a tax or assessment on the Property exists or is in the process of being authorized or any assessment districts or community facilities districts have been or are in the process of being formed that include any portion of the Property.

9. To the Actual Knowledge of the Undersigned, in the last five years, neither the Developer nor any Affiliate has been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Developer or any Affiliate within the boundaries of a community facilities district or an assessment district within California that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Developer or any such Affiliate.

10. To the Actual Knowledge of the Undersigned, the Developer is able to pay its bills as they become due and no legal proceedings are pending against the Developer (with proper service of process to the Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

11. To the Actual Knowledge of the Undersigned, Affiliates of the Developer are able to pay their bills as they become due and no legal proceedings are pending against any Affiliates of the Developer (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned, threatened in writing in which the Affiliates of the Developer may be adjudicated as bankrupt or discharged from any or all of their debts or obligations, or granted an extension of time to pay their debts or obligations, or be allowed to reorganize or readjust their debts or obligations, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

12. If between the date hereof and the Closing Date any event relating to or affecting the Developer, its Affiliates, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) shall occur of which the undersigned has actual knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official

Statement indicated in Paragraph 6 hereof (and subject to the limitations and exclusions contained in Paragraph 6), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Developer shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

13. The Developer agrees to deliver a Closing Certificate dated the date of issuance of the Bonds at the time of issuance of the Bonds in substantially the form attached to the Purchase Agreement as Exhibit H.

14. The Developer was the sole owner of the land within Improvement Area No. 2 when it submitted the unanimous approval of annexation with respect to the formation of Improvement Area No. 2.

15. As used in this Letter of Representations, the term “**Actual Knowledge of the Undersigned**” means the knowledge that the undersigned currently has or has obtained through (i) interviews with such current officers and responsible employees of the Developer as the undersigned has reasonably determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Letter of Representations including the chief financial officer of the Developer or, if the Developer does not have a chief financial officer, the person who performs the functions usually associated with such officer (unless the undersigned is the chief financial officer or such person), and (ii) reviews of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned to execute this Letter of Representations. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Developer’s current business and operations. The undersigned has not contacted any individuals who are no longer employed by, or associated with, the Developer.

16. As used in this Letter of Representations, the term “**Affiliate**” of the Developer means (a) a Person directly or indirectly owning, controlling or holding with power to vote, 5% or more of the outstanding voting securities of the Developer; (b) any Person 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by the Developer; and (c) any Person directly or indirectly controlling, controlled by, or under common control with the Developer, in each such case, about whom information, including financial information or operating data, concerning such Person could be material to potential investors in their investment decision regarding the Bonds (i.e. information regarding such Person’s assets or funds that would materially affect the Developer’s ability to complete the development of the Property as described in the Preliminary Official Statement). For purposes hereof, the term “**control**” (including the terms “**controlling**,” “**controlled by**” or “**under common control with**”) means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person. Notwithstanding the foregoing, for purposes of this Letter of Representations, none of the following entities shall be considered Affiliates of the Developer: (i) TI Lot 8 LLC; (ii) TI Lot 10 LLC; (iii) TI Lots 3-4 LLC; (iv) B1 Treasure Island 048 Holdings LLC; and (v) C23 Treasure Island 048 Holdings

LLC. For purposes of the definition, the term “Person” means any natural person, corporation, partnership, firm, or association, whether acting in an individual fiduciary or other capacity.

17. On behalf of the Developer, the undersigned has reviewed the contents of this Letter of Representations and has met with counsel to the Developer for the purpose of discussing the meaning of its contents.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; EXECUTION PAGE FOLLOWS]

The undersigned has executed this Letter of Representations solely in his or her capacity as an authorized officer or representative of Developer and he or she will have no personal liability arising from or relating to this Letter of Representations.

TREASURE ISLAND SERIES 1, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT H

**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A**

CLOSING CERTIFICATE OF PHASE DEVELOPER

_____, 2023

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

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Ladies and Gentlemen:

Reference is made to Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “**Bonds**”) and to the Bond Purchase Agreement, dated _____, 2023, by and between Stifel, Nicolaus & Company, Incorporated, and the City (the “**Purchase Agreement**”). This Closing Certificate of Phase Developer (the “**Closing Certificate**”) is delivered pursuant to the Purchase Agreement by Treasure Island Series 1, LLC, a Delaware limited liability company (the “**Developer**”), the phase developer of the property within Improvement Area No. 2 (“**Improvement Area No. 2**”) of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (the “**District**”). Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Letter of Representations of Phase Developer, dated _____, 2023, delivered by the Developer (the “**Letter of Representations**”), or the Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Developer, and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer has received the final Official Statement relating to the Bonds. Each statement, representation and warranty made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the final Official Statement.

2. To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in Paragraph 6

of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 6) relating to the Developer, its Affiliates, the Developer's and its Affiliates' development plan and entitlements, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) which should be disclosed in the Official Statement in order to make such statements and information contained in the Official Statement not misleading in any material respect.

3. For the period through 25 days after the "**End of the Underwriter Period**" as defined in the Purchase Agreement to mean the Closing Date unless otherwise notified in writing by the Underwriter, if any event relating to or affecting the Developer, its Affiliates, the Developer's and its Affiliates' development plan and entitlements, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the information described in Paragraph 6 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 6) set forth in the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Developer shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

4. The undersigned has executed this Closing Certificate solely in his or her capacity as an authorized officer or representative of Developer and he or she will have no personal liability arising from or relating to this Closing Certificate.

TREASURE ISLAND SERIES 1, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT I

**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A**

LETTER OF REPRESENTATIONS OF TI LOTS 3-4, LLC

_____, 2023

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

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Ladies and Gentlemen:

Reference is made to the Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “**Bonds**”) and to the Bond Purchase Agreement to be entered into in connection therewith (the “**Purchase Agreement**”). This Letter of Representations of TI Lots 3-4, LLC (the “**Letter of Representations**”) is delivered pursuant to the Purchase Agreement. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of TI Lots 3-4, LLC, a Delaware limited liability company (the “**Merchant Builder**”), the merchant builder that own certain of the property within Improvement Area No. 2 (“**Improvement Area No. 2**”) of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (the “**District**”) and the undersigned, on behalf of the Company, further certifies as follows:

1. The Merchant Builder is a limited liability company, validly existing and in good standing under the laws of the State of Delaware, duly registered to transact intrastate business in and in good standing under the laws of the State of California and has all requisite right, power and authority: (i) to execute and deliver this Letter of Representations; and (ii) to undertake all of the transactions on its part in Improvement Area No. 2 as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within Improvement Area No. 2 is held in the name of the Merchant Builder (herein the “**Property**”). The

undersigned, on behalf of the Merchant Builder, makes the representations herein with respect to all such Property.

3. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned (defined below), (a) the Merchant Builder and its Affiliates (defined below) are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, fiscal agent agreement, bond or note (collectively, the “**Material Agreements**”) to which the Merchant Builder or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Merchant Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Merchant Builder) prior to delinquency, and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

4. To the Actual Knowledge of the Undersigned, neither the Merchant Builder, nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Merchant Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Merchant Builder) prior to delinquency.

5. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Merchant Builder (with proper service of process to the Merchant Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any current Affiliate (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is threatened in writing against the Merchant Builder or any such Affiliate which if successful, is reasonably likely to materially and adversely affect the Merchant Builder’s ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Merchant Builder) prior to delinquency.

6. As of the date thereof, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Merchant Builder, its Affiliates, ownership of the Property, the Merchant Builder’s development plan and entitlements, the Merchant Builder’s financing plan, the Merchant Builder’s lenders, if any, and contractual arrangements of the Merchant Builder or any Affiliates (including, if material to the Merchant Builder’s development plan or the Merchant Builder’s financing plan, other loans of such Affiliates) as set forth under the captions “INTRODUCTION—Continuing Disclosure,” “IMPROVEMENT AREA NO. 2—Ownership of Property in Improvement Area No. 2,” “IMPROVEMENT AREA NO. 2—Merchant Builder Development and Financing Plans,” and “CONTINUING DISCLOSURE – Merchant Builders” (but excluding therefrom in all cases (i) information about TI Lot 8, LLC, TI Lot 10, LLC, B1 Treasure Island Holdings LLC, C23 Treasure Island Holdings LLC, Treasure Island Series 1, LLC, and Treasure Island Community Development, LLC, and their respective development projects, (ii) information regarding appraised or assessed values, market value ratios and annual special tax ratios, and (iii) information provided by a source other than the Merchant Builder or its Affiliates) is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

7. The Merchant Builder covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Merchant Builder and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way seeks to challenge or overturn the formation of the District or Improvement Area No. 2, to challenge the adoption of ordinance(s) of the City levying Special Taxes within Improvement Area No. 2, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the Special Tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the Notice of Special Tax Lien relating thereto. The foregoing covenant shall not prevent the Company or any Affiliate in any way from bringing any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Taxes have not been levied in accordance with the methodologies contained in the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2 pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected, (c) the enforcement of the obligations of the City under the Fiscal Agent Agreement or any agreements between or among the Merchant Builder, an Affiliate, the City and/or the District, or under which the Merchant Builder or any Affiliate is a party or beneficiary.

8. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Merchant Builder is not aware that any other public debt secured by a tax or assessment on the Property exists or is in the process of being authorized or any assessment districts or community facilities districts have been or are in the process of being formed that include any portion of the Property.

9. To the Actual Knowledge of the Undersigned, for the last five years, neither the Merchant Builder nor any Affiliate has been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Merchant Builder or any Affiliate within the boundaries of a community facilities district or an assessment district within California that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Merchant Builder or any such Affiliate.

10. The Merchant Builder intends to comply with the provision of the Mello-Roos Act of 1982, as amended, relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

11. To the Actual Knowledge of the Undersigned, the Merchant Builder is able to pay its bills as they become due and no legal proceedings are pending against the Merchant Builder (with proper service of process to the Merchant Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Merchant Builder may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

12. To the Actual Knowledge of the Undersigned, Affiliates of the Merchant Builder are able to pay their bills as they become due and no legal proceedings are pending against any Affiliates of the Merchant Builder (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned, threatened in writing in which the Affiliates of the

Merchant Builder may be adjudicated as bankrupt or discharged from any or all of their debts or obligations, or granted an extension of time to pay their debts or obligations, or be allowed to reorganize or readjust their debts or obligations, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. If between the date hereof and the Closing Date any event relating to or affecting the Merchant Builder, its Affiliates, ownership of the Property, the Merchant Builders' development plan, the Merchant Builder's financing plan, the Merchant Builder's lenders, if any, and contractual arrangements of the Company or any Affiliates (including, if material to the Merchant Builder's development plan or the Merchant Builder's financing plan, other loans of such Affiliates) shall occur of which the undersigned has actual knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 6 hereof (and subject to the limitations and exclusions contained in Paragraph 6), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Merchant Builder shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

14. The Merchant Builder agrees to deliver a Closing Certificate dated the date of issuance of the Bonds at the time of issuance of the Bonds in substantially the form attached to the Purchase Agreement as Exhibit J.

15. As used in this Letter of Representations, the term "**Actual Knowledge of the Undersigned**" means the knowledge that the undersigned currently has or has obtained through (i) inquiry of such current officers and responsible employees of the Merchant Builder as the undersigned has reasonably determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Letter of Representations, and/or (ii) inspection of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned to execute this Letter of Representations. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Merchant Builder's current business and operations. The undersigned has not contacted any individuals who are no longer employed by, or associated with, the Merchant Builder.

16. As used in this Letter of Representations, the term "**Affiliate**" of the Merchant Builder means (a) a Person directly or indirectly owning, controlling or holding with power to vote, 5% or more of the outstanding voting securities of the Merchant Builder; (b) any Person 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by the Merchant Builder; and (c) any Person directly or indirectly controlling, controlled by, or under common control with the Merchant Builder and, in each such case, about whom information, including financial information or operating data, concerning such Person could be material to potential investors in their investment decision regarding the Bonds (i.e. information regarding such Person's assets or funds that would materially affect the Merchant Builder's ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Merchant Builder) prior to delinquency). For purposes hereof, the term "**control**" (including the terms "**controlling**,"

“controlled by” or “under common control with”) means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person. The term “Affiliate” specifically excludes: (i) TI Lot 8, LLC, (ii) TI Lot 10, LLC (iii) B1 Treasure Island Holdings LLC, (iv) C23 Treasure Island Holdings LLC, (v) Treasure Island Series 1, LLC, and (vi) Treasure Island Community Development, LLC. For purposes of the definition, the term “Person” means any natural person, corporation, partnership, firm, or association, whether acting in an individual fiduciary or other capacity.

17. On behalf of the Company, the undersigned has reviewed the contents of this Letter of Representations and has met with counsel to the Company for the purpose of discussing the meaning of its contents.

[Remainder of Page Intentionally Blank; Signature Page Follows]

The undersigned has executed this Letter of Representations solely in his or her capacity as an authorized officer or representative of Company and he or she will have no personal liability arising from or relating to this Letter of Representations.

TI LOTS 3-4, LLC,
a Delaware limited liability company

By: _____
Sandy Goldberg, [Officer]

EXHIBIT J

**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A**

CLOSING CERTIFICATE OF TI LOTS 3-4, LLC

_____, 2023

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

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Ladies and Gentlemen:

Reference is made to the Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “**Bonds**”) and to the Bond Purchase Agreement, dated _____, 2023, by and between Stifel, Nicolaus & Company, Incorporated, and the City (the “**Purchase Agreement**”). This Closing Certificate of TI Lots 3-4, LLC (the “**Closing Certificate**”) is delivered by TI Lots 3-4, LLC, a Delaware limited liability company (the “**Merchant Builder**”), pursuant to the Purchase Agreement. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Letter of Representations of TI Lots 3-4, LLC, dated _____, 2023 (the “**Letter of Representations**”) delivered by the Merchant Builder or the Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Merchant Builder, and the undersigned, on behalf of the Merchant Builder, further certifies as follows:

1. The Merchant Builder has received the final Official Statement relating to the Bonds. Each statement, representation and warranty made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the final Official Statement.

2. To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in Paragraph 6 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 6) relating to the Merchant Builder, its Affiliates, ownership of the Property, the Merchant Builder’s

and its Affiliate's development plan and entitlements, the Merchant Builder's financing plan, the Merchant Builder's lenders, if any, and contractual arrangements of the Merchant Builder or any Affiliates (including, if material to the Merchant Builder's development plan or the Merchant Builder's financing plan, other loans of such Affiliates) which should be disclosed in the Official Statement in order to make such statements and information contained in the Official Statement not misleading in any material respect.

3. For the period through 25 days after the "End of the Underwriter Period" as defined in the Purchase Agreement to mean the Closing Date unless otherwise notified in writing by the Underwriter, if any event relating to or affecting the Merchant Builder, its Affiliates, ownership of the Property, the Merchant Builder's and its Affiliates' development plan and entitlements, the Company's financing plan, the Merchant Builder's lenders, if any, and contractual arrangements of the Merchant Builder or any Affiliates (including, if material to the Merchant Builder's development plan or the Merchant Builder's financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the information described in Paragraph 6 of the Letter of Representations (as subject to the limitations and exclusions contained in Paragraph 6) set forth in the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Merchant Builder shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

[Remainder of Page Intentionally Blank; Signature Page Follows]

The undersigned has executed this Closing Certificate solely in his or her capacity as an authorized officer or representative of Merchant Builder and he or she will have no personal liability arising from or relating to this Closing Certificate.

TI LOTS 3-4, LLC,
a Delaware limited liability company

By: _____
Sandy Goldberg, [Officer]

EXHIBIT K

**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A**

LETTER OF REPRESENTATIONS OF TI LOT 10, LLC

_____, 2023

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

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Ladies and Gentlemen:

Reference is made to the Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “**Bonds**”) and to the Bond Purchase Agreement to be entered into in connection therewith (the “**Purchase Agreement**”). This Letter of Representations of TI Lot 10, LLC (the “**Letter of Representations**”) is delivered pursuant to the Purchase Agreement. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of TI Lot 10, LLC, a Delaware limited liability company (the “**Merchant Builder**”), the merchant builder that own certain of the property within Improvement Area No. 2 (“**Improvement Area No. 2**”) of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (the “**District**”) and the undersigned, on behalf of the Company, further certifies as follows:

1. The Merchant Builder is a limited liability company, validly existing and in good standing under the laws of the State of Delaware, duly registered to transact intrastate business in and in good standing under the laws of the State of California and has all requisite right, power and authority: (i) to execute and deliver this Letter of Representations; and (ii) to undertake all of the transactions on its part in Improvement Area No. 2 as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within Improvement Area No. 2 is held in the name of the Merchant Builder (herein the “**Property**”). The

undersigned, on behalf of the Merchant Builder, makes the representations herein with respect to all such Property.

3. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned (defined below), (a) the Merchant Builder and its Affiliates (defined below) are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, fiscal agent agreement, bond or note (collectively, the “**Material Agreements**”) to which the Merchant Builder or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Merchant Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Merchant Builder) prior to delinquency, and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

4. To the Actual Knowledge of the Undersigned, neither the Merchant Builder, nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Merchant Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Merchant Builder) prior to delinquency.

5. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Merchant Builder (with proper service of process to the Merchant Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any current Affiliate (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is threatened in writing against the Merchant Builder or any such Affiliate which if successful, is reasonably likely to materially and adversely affect the Merchant Builder’s ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Merchant Builder) prior to delinquency.

6. As of the date thereof, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Merchant Builder, its Affiliates, ownership of the Property, the Merchant Builder’s development plan and entitlements, the Merchant Builder’s financing plan, the Merchant Builder’s lenders, if any, and contractual arrangements of the Merchant Builder or any Affiliates (including, if material to the Merchant Builder’s development plan or the Merchant Builder’s financing plan, other loans of such Affiliates) as set forth under the captions [“INTRODUCTION—Continuing Disclosure,” “IMPROVEMENT AREA NO. 2—Ownership of Property in Improvement Area No. 2,” “IMPROVEMENT AREA NO. 2—Merchant Builder Development and Financing Plans,” and “CONTINUING DISCLOSURE – Merchant Builders” (but excluding therefrom in all cases (i) information about TI Lot 8, LLC, TI Lots 3-4, LLC, B1 Treasure Island Holdings LLC, C23 Treasure Island Holdings LLC, Treasure Island Series 1, LLC, and Treasure Island Community Development, LLC, and their respective development projects, (ii) information regarding appraised or assessed values, market value ratios and annual special tax ratios, and (iii) information provided by a source other than the Merchant Builder or its Affiliates) is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

7. The Merchant Builder covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Merchant Builder and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way seeks to challenge or overturn the formation of the District or Improvement Area No. 2, to challenge the adoption of ordinance(s) of the City levying Special Taxes within Improvement Area No. 2, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the Special Tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the Notice of Special Tax Lien relating thereto. The foregoing covenant shall not prevent the Company or any Affiliate in any way from bringing any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Taxes have not been levied in accordance with the methodologies contained in the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2 pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected, (c) the enforcement of the obligations of the City under the Fiscal Agent Agreement or any agreements between or among the Merchant Builder, an Affiliate, the City and/or the District, or under which the Merchant Builder or any Affiliate is a party or beneficiary.

8. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Merchant Builder is not aware that any other public debt secured by a tax or assessment on the Property exists or is in the process of being authorized or any assessment districts or community facilities districts have been or are in the process of being formed that include any portion of the Property.

9. To the Actual Knowledge of the Undersigned, for the last five years, neither the Merchant Builder nor any Affiliate has been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Merchant Builder or any Affiliate within the boundaries of a community facilities district or an assessment district within California that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Merchant Builder or any such Affiliate.

10. The Merchant Builder intends to comply with the provision of the Mello-Roos Act of 1982, as amended, relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

11. To the Actual Knowledge of the Undersigned, the Merchant Builder is able to pay its bills as they become due and no legal proceedings are pending against the Merchant Builder (with proper service of process to the Merchant Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Merchant Builder may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

12. To the Actual Knowledge of the Undersigned, Affiliates of the Merchant Builder are able to pay their bills as they become due and no legal proceedings are pending against any Affiliates of the Merchant Builder (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned, threatened in writing in which the Affiliates of the

Merchant Builder may be adjudicated as bankrupt or discharged from any or all of their debts or obligations, or granted an extension of time to pay their debts or obligations, or be allowed to reorganize or readjust their debts or obligations, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. If between the date hereof and the Closing Date any event relating to or affecting the Merchant Builder, its Affiliates, ownership of the Property, the Merchant Builders' development plan, the Merchant Builder's financing plan, the Merchant Builder's lenders, if any, and contractual arrangements of the Company or any Affiliates (including, if material to the Merchant Builder's development plan or the Merchant Builder's financing plan, other loans of such Affiliates) shall occur of which the undersigned has actual knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 6 hereof (and subject to the limitations and exclusions contained in Paragraph 6), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Merchant Builder shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

14. The Merchant Builder agrees to deliver a Closing Certificate dated the date of issuance of the Bonds at the time of issuance of the Bonds in substantially the form attached to the Purchase Agreement as Exhibit L.

15. As used in this Letter of Representations, the term "**Actual Knowledge of the Undersigned**" means the knowledge that the undersigned currently has or has obtained through (i) inquiry of such current officers and responsible employees of the Merchant Builder as the undersigned has reasonably determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Letter of Representations, and/or (ii) inspection of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned to execute this Letter of Representations. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Merchant Builder's current business and operations. The undersigned has not contacted any individuals who are no longer employed by, or associated with, the Merchant Builder.

16. As used in this Letter of Representations, the term "**Affiliate**" of the Merchant Builder means (a) a Person directly or indirectly owning, controlling or holding with power to vote, 5% or more of the outstanding voting securities of the Merchant Builder; (b) any Person 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by the Merchant Builder; and (c) any Person directly or indirectly controlling, controlled by, or under common control with the Merchant Builder and, in each such case, about whom information, including financial information or operating data, concerning such Person could be material to potential investors in their investment decision regarding the Bonds (i.e. information regarding such Person's assets or funds that would materially affect the Merchant Builder's ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Merchant Builder) prior to delinquency). For purposes hereof, the term "**control**" (including the terms "**controlling**,"

“**controlled by**” or “**under common control with**”) means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person. The term “**Affiliate**” specifically excludes: (i) TI Lots 3-4, LLC, (ii) TI Lot 8, LLC, (iii) B1 Treasure Island 048 Holdings LLC, (iv) C23 Treasure Island 048 Holdings LLC, and (v) Treasure Island Series 1, LLC. For purposes of the definition, the term “**Person**” means any natural person, corporation, partnership, firm, or association, whether acting in an individual fiduciary or other capacity.

17. On behalf of the Company, the undersigned has reviewed the contents of this Letter of Representations and has met with counsel to the Company for the purpose of discussing the meaning of its contents.

[Remainder of Page Intentionally Blank; Signature Page Follows]

The undersigned has executed this Letter of Representations solely in his or her capacity as an authorized officer or representative of Company and he or she will have no personal liability arising from or relating to this Letter of Representations.

TI LOT 10, LLC,
a Delaware limited liability company

By: _____
Darren Drake, Managing Director

EXHIBIT L

**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A**

CLOSING CERTIFICATE OF TI LOT 10, LLC

_____, 2023

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

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Ladies and Gentlemen:

Reference is made to the Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “**Bonds**”) and to the Bond Purchase Agreement, dated _____, 2023, by and between Stifel, Nicolaus & Company, Incorporated, and the City (the “**Purchase Agreement**”). This Closing Certificate of TI Lot 10, LLC (the “**Closing Certificate**”) is delivered by TI Lot 10, LLC, a Delaware limited liability company (the “**Merchant Builder**”), pursuant to the Purchase Agreement. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Letter of Representations of TI Lot 8, LLC, dated _____, 2023 (the “**Letter of Representations**”) delivered by the Merchant Builder or the Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Merchant Builder, and the undersigned, on behalf of the Merchant Builder, further certifies as follows:

1. The Merchant Builder has received the final Official Statement relating to the Bonds. Each statement, representation and warranty made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the final Official Statement.

2. To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in Paragraph 6 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 6) relating to the Merchant Builder, its Affiliates, ownership of the Property, the Merchant Builder’s

and its Affiliate's development plan and entitlements, the Merchant Builder's financing plan, the Merchant Builder's lenders, if any, and contractual arrangements of the Merchant Builder or any Affiliates (including, if material to the Merchant Builder's development plan or the Merchant Builder's financing plan, other loans of such Affiliates) which should be disclosed in the Official Statement in order to make such statements and information contained in the Official Statement not misleading in any material respect.

3. For the period through 25 days after the "End of the Underwriter Period" as defined in the Purchase Agreement to mean the Closing Date unless otherwise notified in writing by the Underwriter, if any event relating to or affecting the Merchant Builder, its Affiliates, ownership of the Property, the Merchant Builder's and its Affiliates' development plan and entitlements, the Company's financing plan, the Merchant Builder's lenders, if any, and contractual arrangements of the Merchant Builder or any Affiliates (including, if material to the Merchant Builder's development plan or the Merchant Builder's financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the information described in Paragraph 6 of the Letter of Representations (as subject to the limitations and exclusions contained in Paragraph 6) set forth in the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Merchant Builder shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

[Remainder of Page Intentionally Blank; Signature Page Follows]

The undersigned has executed this Closing Certificate solely in his or her capacity as an authorized officer or representative of Merchant Builder and he or she will have no personal liability arising from or relating to this Closing Certificate.

TI LOT 10, LLC,
a Delaware limited liability company

By: _____
Darren Drake, Managing Director

EXHIBIT M

**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A**

LETTER OF REPRESENTATIONS OF TI LOT 8, LLC

_____, 2023

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

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Ladies and Gentlemen:

Reference is made to the Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “**Bonds**”) and to the Bond Purchase Agreement to be entered into in connection therewith (the “**Purchase Agreement**”). This Letter of Representations of TI Lot 8, LLC (the “**Letter of Representations**”) is delivered pursuant to the Purchase Agreement. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of TI Lot 8, LLC, a Delaware limited liability company (the “**Merchant Builder**”), the merchant builder that own certain of the property within Improvement Area No. 2 (“**Improvement Area No. 2**”) of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (the “**District**”) and the undersigned, on behalf of the Company, further certifies as follows:

1. The Merchant Builder is a limited liability company, validly existing and in good standing under the laws of the State of Delaware, duly registered to transact intrastate business in and in good standing under the laws of the State of California and has all requisite right, power and authority: (i) to execute and deliver this Letter of Representations; and (ii) to undertake all of the transactions on its part in Improvement Area No. 2 as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within Improvement Area No. 2 is held in the name of the Merchant Builder (herein the “**Property**”). The

undersigned, on behalf of the Merchant Builder, makes the representations herein with respect to all such Property.

3. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned (defined below), (a) the Merchant Builder and its Affiliates (defined below) are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, fiscal agent agreement, bond or note (collectively, the “**Material Agreements**”) to which the Merchant Builder or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Merchant Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Merchant Builder) prior to delinquency, and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

4. To the Actual Knowledge of the Undersigned, neither the Merchant Builder, nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Merchant Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Merchant Builder) prior to delinquency.

5. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Merchant Builder (with proper service of process to the Merchant Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any current Affiliate (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is threatened in writing against the Merchant Builder or any such Affiliate which if successful, is reasonably likely to materially and adversely affect the Merchant Builder’s ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Merchant Builder) prior to delinquency.

6. As of the date thereof, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Merchant Builder, its Affiliates, ownership of the Property, the Merchant Builder’s development plan and entitlements, the Merchant Builder’s financing plan, the Merchant Builder’s lenders, if any, and contractual arrangements of the Merchant Builder or any Affiliates (including, if material to the Merchant Builder’s development plan or the Merchant Builder’s financing plan, other loans of such Affiliates) as set forth under the captions “INTRODUCTION—Continuing Disclosure,” “IMPROVEMENT AREA NO. 2—Ownership of Property in Improvement Area No. 2,” “IMPROVEMENT AREA NO. 2—Merchant Builder Development and Financing Plans,” and “CONTINUING DISCLOSURE – Merchant Builders” (but excluding therefrom in all cases (i) information about TI Lots 3-4, LLC, TI Lot 10, LLC, B1 Treasure Island Holdings LLC, C23 Treasure Island Holdings LLC, Treasure Island Series 1, LLC, and Treasure Island Community Development, LLC, and their respective development projects, (ii) information regarding appraised or assessed values, market value ratios and annual special tax ratios, and (iii) information provided by a source other than the Merchant Builder or its Affiliates) is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

7. The Merchant Builder covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Merchant Builder and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way seeks to challenge or overturn the formation of the District or Improvement Area No. 2, to challenge the adoption of ordinance(s) of the City levying Special Taxes within Improvement Area No. 2, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the Special Tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the Notice of Special Tax Lien relating thereto. The foregoing covenant shall not prevent the Company or any Affiliate in any way from bringing any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Taxes have not been levied in accordance with the methodologies contained in the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2 pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected, (c) the enforcement of the obligations of the City under the Fiscal Agent Agreement or any agreements between or among the Merchant Builder, an Affiliate, the City and/or the District, or under which the Merchant Builder or any Affiliate is a party or beneficiary.

8. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Merchant Builder is not aware that any other public debt secured by a tax or assessment on the Property exists or is in the process of being authorized or any assessment districts or community facilities districts have been or are in the process of being formed that include any portion of the Property.

9. To the Actual Knowledge of the Undersigned, for the last five years, neither the Merchant Builder nor any Affiliate has been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Merchant Builder or any Affiliate within the boundaries of a community facilities district or an assessment district within California that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Merchant Builder or any such Affiliate.

10. The Merchant Builder intends to comply with the provision of the Mello-Roos Act of 1982, as amended, relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

11. To the Actual Knowledge of the Undersigned, the Merchant Builder is able to pay its bills as they become due and no legal proceedings are pending against the Merchant Builder (with proper service of process to the Merchant Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Merchant Builder may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

12. To the Actual Knowledge of the Undersigned, Affiliates of the Merchant Builder are able to pay their bills as they become due and no legal proceedings are pending against any Affiliates of the Merchant Builder (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned, threatened in writing in which the Affiliates of the

Merchant Builder may be adjudicated as bankrupt or discharged from any or all of their debts or obligations, or granted an extension of time to pay their debts or obligations, or be allowed to reorganize or readjust their debts or obligations, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. If between the date hereof and the Closing Date any event relating to or affecting the Merchant Builder, its Affiliates, ownership of the Property, the Merchant Builders' development plan, the Merchant Builder's financing plan, the Merchant Builder's lenders, if any, and contractual arrangements of the Company or any Affiliates (including, if material to the Merchant Builder's development plan or the Merchant Builder's financing plan, other loans of such Affiliates) shall occur of which the undersigned has actual knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 6 hereof (and subject to the limitations and exclusions contained in Paragraph 6), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Merchant Builder shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

14. The Merchant Builder agrees to deliver a Closing Certificate dated the date of issuance of the Bonds at the time of issuance of the Bonds in substantially the form attached to the Purchase Agreement as Exhibit N.

15. As used in this Letter of Representations, the term "**Actual Knowledge of the Undersigned**" means the knowledge that the undersigned currently has or has obtained through (i) inquiry of such current officers and responsible employees of the Merchant Builder as the undersigned has reasonably determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Letter of Representations, and/or (ii) inspection of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned to execute this Letter of Representations. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Merchant Builder's current business and operations. The undersigned has not contacted any individuals who are no longer employed by, or associated with, the Merchant Builder.

16. As used in this Letter of Representations, the term "**Affiliate**" of the Merchant Builder means (a) a Person directly or indirectly owning, controlling or holding with power to vote, 5% or more of the outstanding voting securities of the Merchant Builder; (b) any Person 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by the Merchant Builder; and (c) any Person directly or indirectly controlling, controlled by, or under common control with the Merchant Builder and, in each such case, about whom information, including financial information or operating data, concerning such Person could be material to potential investors in their investment decision regarding the Bonds (i.e. information regarding such Person's assets or funds that would materially affect the Merchant Builder's ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Merchant Builder) prior to delinquency). For purposes hereof, the term "**control**" (including the terms "**controlling**,"

“**controlled by**” or “**under common control with**”) means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person. The term “**Affiliate**” specifically excludes: (i) TI Lots 3-4, LLC, (ii) TI Lots 10, LLC, (iii) B1 Treasure Island 048 Holdings LLC, (iv) C23 Treasure Island 048 Holdings LLC, (v) Treasure Island Series 1, LLC, and (vi) Treasure Island Community Development, LLC. For purposes of the definition, the term “**Person**” means any natural person, corporation, partnership, firm, or association, whether acting in an individual fiduciary or other capacity.

17. On behalf of the Company, the undersigned has reviewed the contents of this Letter of Representations and has met with counsel to the Company for the purpose of discussing the meaning of its contents.

[Remainder of Page Intentionally Blank; Signature Page Follows]

The undersigned has executed this Letter of Representations solely in his or her capacity as an authorized officer or representative of Company and he or she will have no personal liability arising from or relating to this Letter of Representations.

TI LOT 8, LLC,
a Delaware limited liability company

By: Lennar Homes of California, Inc.,
a California corporation,
its sole member

By: _____
Sandy Goldberg, Vice President

EXHIBIT N

**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A**

CLOSING CERTIFICATE OF TI LOT 8, LLC

_____, 2023

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

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Ladies and Gentlemen:

Reference is made to the Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “**Bonds**”) and to the Bond Purchase Agreement, dated _____, 2023, by and between Stifel, Nicolaus & Company, Incorporated, and the City (the “**Purchase Agreement**”). This Closing Certificate of TI Lot 8, LLC (the “**Closing Certificate**”) is delivered by TI Lot 8, LLC, a Delaware limited liability company (the “**Merchant Builder**”), pursuant to the Purchase Agreement. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Letter of Representations of TI Lot 8, LLC, dated _____, 2023 (the “**Letter of Representations**”) delivered by the Merchant Builder or the Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Merchant Builder, and the undersigned, on behalf of the Merchant Builder, further certifies as follows:

1. The Merchant Builder has received the final Official Statement relating to the Bonds. Each statement, representation and warranty made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the final Official Statement.

2. To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in Paragraph 6 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 6) relating to the Merchant Builder, its Affiliates, ownership of the Property, the Merchant Builder’s

and its Affiliate's development plan and entitlements, the Merchant Builder's financing plan, the Merchant Builder's lenders, if any, and contractual arrangements of the Merchant Builder or any Affiliates (including, if material to the Merchant Builder's development plan or the Merchant Builder's financing plan, other loans of such Affiliates) which should be disclosed in the Official Statement in order to make such statements and information contained in the Official Statement not misleading in any material respect.

3. For the period through 25 days after the "End of the Underwriter Period" as defined in the Purchase Agreement to mean the Closing Date unless otherwise notified in writing by the Underwriter, if any event relating to or affecting the Merchant Builder, its Affiliates, ownership of the Property, the Merchant Builder's and its Affiliates' development plan and entitlements, the Company's financing plan, the Merchant Builder's lenders, if any, and contractual arrangements of the Merchant Builder or any Affiliates (including, if material to the Merchant Builder's development plan or the Merchant Builder's financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the information described in Paragraph 6 of the Letter of Representations (as subject to the limitations and exclusions contained in Paragraph 6) set forth in the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Merchant Builder shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

[Remainder of Page Intentionally Blank; Signature Page Follows]

The undersigned has executed this Closing Certificate solely in his or her capacity as an authorized officer or representative of Merchant Builder and he or she will have no personal liability arising from or relating to this Closing Certificate.

TI LOT 8, LLC,
a Delaware limited liability company

By: Lennar Homes of California, Inc.,
a California corporation,
its sole member

By: _____
Sandy Goldberg, Vice President

EXHIBIT O

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) of the City and County of San Francisco (the “Issuer”).

1. Sale of the Bonds. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. Defined Terms.

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

IN WITNESS WHEREOF, the undersigned has executed this certificate on this ___th day of _____, 2023.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as Underwriter

By: _____

Name: _____

By: _____

Name: _____

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES

(Attached)

EXHIBIT P

**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A**

LETTER OF REPRESENTATIONS OF B1 TREASURE ISLAND 048 HOLDINGS, LLC

_____, 2023

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

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Ladies and Gentlemen:

Reference is made to the Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “**Bonds**”) and to the Bond Purchase Agreement to be entered into in connection therewith (the “**Purchase Agreement**”). This Letter of Representations of B1 Treasure Island 048 Holdings, LLC (the “**Letter of Representations**”) is delivered pursuant to the Purchase Agreement. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of B1 Treasure Island 048 Holdings, LLC, a Delaware limited liability company (the “**Company**”), the merchant builder that owns Sub-Block B1 within Improvement Area No. 2 (“**Improvement Area No. 2**”) of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (the “**District**”) and the undersigned, on behalf of the Company, further certifies as follows:

1. The Company is a limited liability company validly existing and in good standing as a limited liability company under the laws of the State of Delaware and is duly registered to transact intrastate business in the State of California as a foreign limited liability company and is in good standing in the State of California and has all requisite right, power and authority: (i) to execute and deliver this Letter of Representations; and (ii) to undertake all of the transactions on its part in Improvement Area No. 2 as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, Sub-Block B1 within Improvement Area No. 2 is held in the name of the Company (herein the “**Property**”). The undersigned, on behalf of the Company, makes the representations herein with respect to all such Property.

3. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned (defined below), (a) the Company and its Affiliates (defined below) are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, fiscal agent agreement, bond or note (collectively, the “**Material Agreements**”) to which the Company or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Company’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Company) prior to delinquency, and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

4. To the Actual Knowledge of the Undersigned, neither the Company, nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Company’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Company) prior to delinquency.

5. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Company (with proper service of process to the Company having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any current Affiliate (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is threatened in writing against the Company or any such Affiliate which if successful, is reasonably likely to materially and adversely affect the Company’s ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Company) prior to delinquency.

6. As of the date thereof, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Company, its Affiliates, ownership of the Property, the Company’s development plan and entitlements, the Company’s financing plan, the Company’s lenders, if any, and contractual arrangements of the Company or any Affiliates (including, if material to the Company’s development plan or the Company’s financing plan, other loans of such Affiliates) as set forth under the captions “INTRODUCTION—Continuing Disclosure,” “IMPROVEMENT AREA NO. 2—Ownership of Property in Improvement Area No. 2,” “IMPROVEMENT AREA NO. 2—Merchant Builder Development and Financing Plans,” and “CONTINUING DISCLOSURE – Merchant Builders” (but excluding therefrom in all cases (i) information about TI Lot 8, LLC, TI Lot 10, LLC, TI Lots 3-4 LLC, C23 Treasure Island Holdings LLC, Treasure Island Series 1, LLC, and Treasure Island Community Development, LLC, and their respective development projects, (ii) information regarding appraised or assessed values, market value ratios and annual special tax ratios, and (iii) information provided by a source other than the Company or its Affiliates) is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

7. The Company covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Company and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way seeks to challenge or overturn the formation of the District or Improvement Area No. 2, to challenge the adoption of ordinance(s) of the City levying Special Taxes within Improvement Area No. 2, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the Special Tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the Notice of Special Tax Lien relating thereto. The foregoing covenant shall not prevent the Company or any Affiliate in any way from bringing any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Taxes have not been levied in accordance with the methodologies contained in the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2 pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected, (c) the enforcement of the obligations of the City under the Fiscal Agent Agreement or any agreements between or among the Company, an Affiliate, the City and/or the District, or under which the Company or any Affiliate is a party or beneficiary.

8. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Company is not aware that any other public debt secured by a tax or assessment on the Property exists or is in the process of being authorized or any assessment districts or community facilities districts have been or are in the process of being formed that include any portion of the Property.

9. To the Actual Knowledge of the Undersigned, for the last five years, neither the Company nor any Affiliate has been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Company or any Affiliate within the boundaries of a community facilities district or an assessment district within California that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Company or any such Affiliate.

10. The Company intends to comply with the provision of the Mello-Roos Act of 1982, as amended, relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

11. To the Actual Knowledge of the Undersigned, the Company is able to pay its bills as they become due and no legal proceedings are pending against the Company (with proper service of process to the Company having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Company may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

12. To the Actual Knowledge of the Undersigned, Affiliates of the Company are able to pay their bills as they become due and no legal proceedings are pending against any Affiliates of the Company (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned, threatened in writing in which the Affiliates of the Company may be adjudicated as bankrupt or discharged from any or all of their debts or obligations, or granted

an extension of time to pay their debts or obligations, or be allowed to reorganize or readjust their debts or obligations, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. If between the date hereof and the Closing Date any event relating to or affecting the Company, its Affiliates, ownership of the Property, the Company's development plan, the Company's financing plan, the Company's lenders, if any, and contractual arrangements of the Company or any Affiliates (including, if material to the Company's development plan or the Company's financing plan, other loans of such Affiliates) shall occur of which the undersigned has actual knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 6 hereof (and subject to the limitations and exclusions contained in Paragraph 6), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Company shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

14. The Company agrees to deliver a Closing Certificate dated the date of issuance of the Bonds at the time of issuance of the Bonds in substantially the form attached to the Purchase Agreement as Exhibit R.

15. As used in this Letter of Representations, the term "**Actual Knowledge of the Undersigned**" means the knowledge that the undersigned currently has or has obtained through (i) inquiry of such current officers and responsible employees of the Company as the undersigned has reasonably determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Letter of Representations, and/or (ii) inspection of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned to execute this Letter of Representations. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Company's current business and operations. The undersigned has not contacted any individuals who are no longer employed by, or associated with, the Company.

16. As used in this Letter of Representations, the term "**Affiliate**" of the Company means (a) a Person directly or indirectly owning, controlling or holding with power to vote, 5% or more of the outstanding voting securities of the Company; (b) any Person 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by the Company; and (c) any Person directly or indirectly controlling, controlled by, or under common control with the Company and, in each such case, about whom information, including financial information or operating data, concerning such Person could be material to potential investors in their investment decision regarding the Bonds (i.e. information regarding such Person's assets or funds that would materially affect the Company's ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Company) prior to delinquency). For purposes hereof, the term "**control**" (including the terms "**controlling**," "**controlled by**" or "**under common control with**") means the power to exercise a controlling influence over the management or policies of a Person,

unless such power is solely the result of an official position with such Person. The term “**Affiliate**” specifically excludes (i) any shareholder of Poly Developments and Holdings Group Co., Ltd., (ii) C23 Treasure Island 048 Holdings LLC, (iii) TI Lots 3-4, LLC, (iv) TI Lot 8, LLC, (v) TI Lot 10, LLC, (vi) Treasure Island Series 1, LLC, and (vii) Treasure Island Community Development, LLC. For purposes of the definition, the term “**Person**” means any natural person, corporation, partnership, firm, or association, whether acting in an individual fiduciary or other capacity.

17. On behalf of the Company, the undersigned has reviewed the contents of this Letter of Representations and has met with counsel to the Company for the purpose of discussing the meaning of its contents.

The undersigned has executed this Letter of Representations solely in his or her capacity as an authorized officer or representative of Company and he or she will have no personal liability arising from or relating to this Letter of Representations.

B1 TREASURE ISLAND 048 HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT Q

**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A**

LETTER OF REPRESENTATIONS OF C23 TREASURE ISLAND 048 HOLDINGS, LLC

_____, 2023

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

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Ladies and Gentlemen:

Reference is made to the Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “**Bonds**”) and to the Bond Purchase Agreement to be entered into in connection therewith (the “**Purchase Agreement**”). This Letter of Representations of C23 Treasure Island 048 Holdings, LLC (the “**Letter of Representations**”) is delivered pursuant to the Purchase Agreement. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of C23 Treasure Island 048 Holdings, LLC, a Delaware limited liability company (the “**Company**”), the merchant builder that owns Sub-Block C2.3 within Improvement Area No. 2 (“**Improvement Area No. 2**”) of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (the “**District**”) and the undersigned, on behalf of the Company, further certifies as follows:

1. The Company is a limited liability company validly existing and in good standing as a limited liability company under the laws of the State of Delaware and is duly registered to transact intrastate business in the State of California as a foreign limited liability company and is in good standing in the State of California and has all requisite right, power and authority: (i) to execute and deliver this Letter of Representations; and (ii) to undertake all of the transactions on its part in Improvement Area No. 2 as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, Sub-Block C2.3 within Improvement Area No. 2 is held in the name of the Company (herein the “**Property**”). The

undersigned, on behalf of the Company, makes the representations herein with respect to all such Property.

3. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned (defined below), (a) the Company and its Affiliates (defined below) are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, fiscal agent agreement, bond or note (collectively, the “**Material Agreements**”) to which the Company or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Company’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Company) prior to delinquency, and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

4. To the Actual Knowledge of the Undersigned, neither the Company, nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Company’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Company) prior to delinquency.

5. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Company (with proper service of process to the Company having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any current Affiliate (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is threatened in writing against the Company or any such Affiliate which if successful, is reasonably likely to materially and adversely affect the Company’s ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Company) prior to delinquency.

6. As of the date thereof, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Company, its Affiliates, ownership of the Property, the Company’s development plan and entitlements, the Company’s financing plan, the Company’s lenders, if any, and contractual arrangements of the Company or any Affiliates (including, if material to the Company’s development plan or the Company’s financing plan, other loans of such Affiliates) as set forth under the captions “INTRODUCTION—Continuing Disclosure,” “IMPROVEMENT AREA NO. 2—Ownership of Property in Improvement Area No. 2,” “IMPROVEMENT AREA NO. 2—Merchant Builder Development and Financing Plans,” and “CONTINUING DISCLOSURE – Merchant Builders” (but excluding therefrom in all cases (i) information about TI Lot 8, LLC, TI Lot 10, LLC, TI Lots 3-4 LLC, B1 Treasure Island Holdings LLC, Treasure Island Series 1, LLC, and Treasure Island Community Development, LLC, and their respective development projects, (ii) information regarding appraised or assessed values, market value ratios and annual special tax ratios, and (iii) information provided by a source other than the Company or its Affiliates) is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

7. The Company covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Company and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way seeks to challenge or overturn the formation of the District or Improvement Area No. 2, to challenge the adoption of ordinance(s) of the City levying Special Taxes within Improvement Area No. 2, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the Special Tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the Notice of Special Tax Lien relating thereto. The foregoing covenant shall not prevent the Company or any Affiliate in any way from bringing any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Taxes have not been levied in accordance with the methodologies contained in the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2 pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected, (c) the enforcement of the obligations of the City under the Fiscal Agent Agreement or any agreements between or among the Company, an Affiliate, the City and/or the District, or under which the Company or any Affiliate is a party or beneficiary.

8. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Company is not aware that any other public debt secured by a tax or assessment on the Property exists or is in the process of being authorized or any assessment districts or community facilities districts have been or are in the process of being formed that include any portion of the Property.

9. To the Actual Knowledge of the Undersigned, for the last five years, neither the Company nor any Affiliate has been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Company or any Affiliate within the boundaries of a community facilities district or an assessment district within California that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Company or any such Affiliate.

10. The Company intends to comply with the provision of the Mello-Roos Act of 1982, as amended, relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

11. To the Actual Knowledge of the Undersigned, the Company is able to pay its bills as they become due and no legal proceedings are pending against the Company (with proper service of process to the Company having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Company may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

12. To the Actual Knowledge of the Undersigned, Affiliates of the Company are able to pay their bills as they become due and no legal proceedings are pending against any Affiliates of the Company (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned, threatened in writing in which the Affiliates of the Company may be adjudicated as bankrupt or discharged from any or all of their debts or obligations, or granted

an extension of time to pay their debts or obligations, or be allowed to reorganize or readjust their debts or obligations, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. If between the date hereof and the Closing Date any event relating to or affecting the Company, its Affiliates, ownership of the Property, the Company's development plan, the Company's financing plan, the Company's lenders, if any, and contractual arrangements of the Company or any Affiliates (including, if material to the Company's development plan or the Company's financing plan, other loans of such Affiliates) shall occur of which the undersigned has actual knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 6 hereof (and subject to the limitations and exclusions contained in Paragraph 6), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Company shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

14. The Company agrees to deliver a Closing Certificate dated the date of issuance of the Bonds at the time of issuance of the Bonds in substantially the form attached to the Purchase Agreement as Exhibit S.

15. As used in this Letter of Representations, the term "**Actual Knowledge of the Undersigned**" means the knowledge that the undersigned currently has or has obtained through (i) inquiry of such current officers and responsible employees of the Company as the undersigned has reasonably determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Letter of Representations, and/or (ii) inspection of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned to execute this Letter of Representations. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Company's current business and operations. The undersigned has not contacted any individuals who are no longer employed by, or associated with, the Company.

16. As used in this Letter of Representations, the term "**Affiliate**" of the Company means (a) a Person directly or indirectly owning, controlling or holding with power to vote, 5% or more of the outstanding voting securities of the Company; (b) any Person 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by the Company; and (c) any Person directly or indirectly controlling, controlled by, or under common control with the Company and, in each such case, about whom information, including financial information or operating data, concerning such Person could be material to potential investors in their investment decision regarding the Bonds (i.e. information regarding such Person's assets or funds that would materially affect the Company's ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Company) prior to delinquency). For purposes hereof, the term "**control**" (including the terms "**controlling**," "**controlled by**" or "**under common control with**") means the power to exercise a controlling influence over the management or policies of a Person,

unless such power is solely the result of an official position with such Person. The term “**Affiliate**” specifically excludes (i) any shareholder of Poly Developments and Holdings Group Co., Ltd., (ii) B1 Treasure Island 048 Holdings LLC, (iii) TI Lots 3-4, LLC, (iv) TI Lot 8, LLC, (v) TI Lot 10, LLC, (vi) Treasure Island Series 1, LLC, and (vii) Treasure Island Community Development, LLC. For purposes of the definition, the term “**Person**” means any natural person, corporation, partnership, firm, or association, whether acting in an individual fiduciary or other capacity.

17. On behalf of the Company, the undersigned has reviewed the contents of this Letter of Representations and has met with counsel to the Company for the purpose of discussing the meaning of its contents.

The undersigned has executed this Letter of Representations solely in his or her capacity as an authorized officer or representative of Company and he or she will have no personal liability arising from or relating to this Letter of Representations.

C23 TREASURE ISLAND 048 HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT R

**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A**

CLOSING CERTIFICATE OF B1 TREASURE ISLAND 048 HOLDINGS, LLC

_____, 2023

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

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Ladies and Gentlemen:

Reference is made to the Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “**Bonds**”) and to the Bond Purchase Agreement, dated _____, 2023, by and between Stifel, Nicolaus & Company, Incorporated, and the City (the “**Purchase Agreement**”). This Closing Certificate of B1 Treasure Island 048 Holdings, LLC (the “**Closing Certificate**”) is delivered by B1 Treasure Island 048 Holdings, LLC, a Delaware limited liability company (the “**Company**”), pursuant to the Purchase Agreement. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Letter of Representations of B1 Treasure Island 048 Holdings, LLC, dated _____, 2023 (the “**Letter of Representations**”) delivered by the Company or the Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Company, and the undersigned, on behalf of the Company, further certifies as follows:

1. The Company has received the final Official Statement relating to the Bonds. Each statement, representation and warranty made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the final Official Statement.

2. To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in Paragraph 6 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph

6) relating to the Company, its Affiliates, ownership of the Property, the Company's and its Affiliate's development plan and entitlements, the Company's financing plan, the Company's lenders, if any, and contractual arrangements of the Company or any Affiliates (including, if material to the Company's development plan or the Company's financing plan, other loans of such Affiliates) which should be disclosed in the Official Statement in order to make such statements and information contained in the Official Statement not misleading in any material respect.

3. For the period through 25 days after the "End of the Underwriter Period" as defined in the Purchase Agreement to mean the Closing Date unless otherwise notified in writing by the Underwriter, if any event relating to or affecting the Company, its Affiliates, ownership of the Property, the Company's and its Affiliates' development plan and entitlements, the Company's financing plan, the Company's lenders, if any, and contractual arrangements of the Company or any Affiliates (including, if material to the Company's development plan or the Company's financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the information described in Paragraph 6 of the Letter of Representations (as subject to the limitations and exclusions contained in Paragraph 6) set forth in the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Company shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

The undersigned has executed this Closing Certificate solely in his or her capacity as an authorized officer or representative of Company and he or she will have no personal liability arising from or relating to this Closing Certificate.

B1 TREASURE ISLAND 048 HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Name:

Title:

EXHIBIT S

**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A**

CLOSING CERTIFICATE OF C23 TREASURE ISLAND 048 HOLDINGS, LLC

_____, 2023

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

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Ladies and Gentlemen:

Reference is made to the Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “**Bonds**”) and to the Bond Purchase Agreement, dated _____, 2023, by and between Stifel, Nicolaus & Company, Incorporated, and the City (the “**Purchase Agreement**”). This Closing Certificate of C23 Treasure Island 048 Holdings, LLC (the “**Closing Certificate**”) is delivered by C23 Treasure Island 048 Holdings, LLC, a Delaware limited liability company (the “**Company**”), pursuant to the Purchase Agreement. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Letter of Representations of C23 Treasure Island 048 Holdings, LLC, dated _____, 2023 (the “**Letter of Representations**”) delivered by the Company or the Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Company, and the undersigned, on behalf of the Company, further certifies as follows:

1. The Company has received the final Official Statement relating to the Bonds. Each statement, representation and warranty made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the final Official Statement.

2. To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in Paragraph 6 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph

6) relating to the Company, its Affiliates, ownership of the Property, the Company's and its Affiliate's development plan and entitlements, the Company's financing plan, the Company's lenders, if any, and contractual arrangements of the Company or any Affiliates (including, if material to the Company's development plan or the Company's financing plan, other loans of such Affiliates) which should be disclosed in the Official Statement in order to make such statements and information contained in the Official Statement not misleading in any material respect.

3. For the period through 25 days after the "End of the Underwriter Period" as defined in the Purchase Agreement to mean the Closing Date unless otherwise notified in writing by the Underwriter, if any event relating to or affecting the Company, its Affiliates, ownership of the Property, the Company's and its Affiliates' development plan and entitlements, the Company's financing plan, the Company's lenders, if any, and contractual arrangements of the Company or any Affiliates (including, if material to the Company's development plan or the Company's financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the information described in Paragraph 6 of the Letter of Representations (as subject to the limitations and exclusions contained in Paragraph 6) set forth in the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Company shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

The undersigned has executed this Closing Certificate solely in his or her capacity as an authorized officer or representative of Company and he or she will have no personal liability arising from or relating to this Closing Certificate.

C23 TREASURE ISLAND 048 HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2023**NEW ISSUE - BOOK-ENTRY ONLY****NO RATING**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the 2023A Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS."

**[\$Par Amount]*
IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A**

Dated: Date of Delivery**Due: September 1, as shown on inside cover**

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The City and County of San Francisco, California (the "City") on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (the "District") with respect to Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) ("Improvement Area No. 2") is issuing Special Tax Bonds, Series 2023A (the "2023A Bonds") pursuant to a Fiscal Agent Agreement, dated as of February 1, 2022, as supplemented by the First Supplement to Fiscal Agent Agreement, dated as of December 1, 2023 (as so supplemented, the "Fiscal Agent Agreement"), each by and between the City and Zions Bancorporation, National Association, as fiscal agent (the "Fiscal Agent").

The 2023A Bonds are being issued to fund: (i) the acquisition of certain public facilities and improvements authorized to be financed by the District, (ii) a deposit to the 2022 Reserve Fund (as defined herein), and (iii) costs of issuance, all as further described herein. See "THE FINANCING PLAN" herein.

The 2023A Bonds will be issued in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, shall mature on September 1 in each of the years and in the amounts, and shall bear interest as shown on the inside front cover hereof. Interest on the 2023A Bonds shall be payable on each March 1 and September 1, commencing March 1, 2024 (each an "Interest Payment Date") to the Owner thereof as of the Record Date (as defined herein) immediately preceding each such Interest Payment Date. The 2023A Bonds, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the 2023A Bonds. Individual purchases of the 2023A Bonds will be made in book-entry form only. Principal of and interest and premium, if any, on the 2023A Bonds will be payable by DTC through the DTC participants. See "THE BONDS - Book-Entry System" herein. Purchasers of the 2023A Bonds will not receive physical delivery of the 2023A Bonds purchased by them.

The 2023A Bonds are subject to redemption prior to maturity as described herein. See "THE 2023A BONDS" herein.

The 2023A Bonds are limited obligations of the City, secured by and payable solely from the Special Tax Revenues and the funds pledged therefor under the Fiscal Agent Agreement.

The General Fund of the City is not liable for the payment of the principal of or interest on the 2023A Bonds, and neither the credit nor the taxing power of the City (except to the limited extent set forth in the Fiscal Agent Agreement) or of the State of California or any political subdivision thereof is pledged to the payment of the 2023A Bonds.

The Fiscal Agent Agreement authorizes the City to issue additional bonds on a parity basis with the 2023A Bonds. See "SECURITY FOR THE BONDS – Parity Bonds" herein.

The 2023A Bonds are not rated. Development within Improvement Area No. 2 is in the early stages of development and the property owners require additional funding from equity and third-party financing in order to complete the proposed development within Improvement Area No. 2. See "INTRODUCTION – No Rating; Early Stage of Development; Transfer Restrictions" and "Special Risk Factors" herein for certain risk factors which should be considered, in addition to other matters set forth herein, in evaluating an investment in the 2023A Bonds.

Investment in the 2023A Bonds involves certain risks and the 2023A Bonds are not suitable investments for all types of investors. Accordingly, the 2023A Bonds are being offered and sold only to "Qualified Purchasers," which are defined in the Fiscal Agent Agreement as Qualified Institutional Buyers as defined in Rule 144A promulgated under the Securities Act of 1933 and institutional Accredited Investors (which consists of Accredited Investors within

* Preliminary, subject to change.

the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933). Pursuant to the Fiscal Agent Agreement, the 2023A Bonds may not be registered in the name of, or transferred to, and the Beneficial Owner (defined in the Fiscal Agent Agreement as any person for which a DTC participant acquires an interest in the 2023A Bonds) cannot be, any person except a Qualified Purchaser; provided, however, that 2023A Bonds registered in the name of DTC or its nominee shall be deemed to comply with the Fiscal Agent Agreement so long as each Beneficial Owner of the 2023A Bonds is a Qualified Purchaser. See “TRANSFER RESTRICTIONS” herein.

The 2023A Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by the City Attorney, and by Norton Rose Fulbright US LLP, Los Angeles, California, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by their counsel Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, and for Treasure Island Series 1, LLC by its counsel Holland & Knight, LLP, San Francisco, California. It is anticipated that the 2023A Bonds will be available for delivery through the book-entry facilities of DTC on or about _____, 2023.

STIFEL

Dated: _____, 2023

MATURITY SCHEDULE

**\$(Par Amount)*
IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A**

(Base CUSIP[†] _____)

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP[†]</u>
	\$	%	%		

\$ _____ % Term 2023A Bonds due September 1, 20__ – Yield: _____ % Price: _____ CUSIP[†]: _____
 \$ _____ % Term 2023A Bonds due September 1, 20__ – Yield: _____ % Price: _____ CUSIP[†]: _____

* Preliminary, subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers have been assigned by an independent company not affiliated with the City and are included solely for the convenience of investors. None of the City, the Underwriter, or the Municipal Advisor, is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the 2023A Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the 2023A Bonds as a result of various subsequent actions including, but not limited to, refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2023A Bonds.

**CITY AND COUNTY OF SAN FRANCISCO
MAYOR**

London N. Breed

BOARD OF SUPERVISORS⁽¹⁾

Aaron Peskin, *Board President, District 3*

Connie Chan, *District 1*

Catherine Stefani, *District 2*

Joel Engardio, *District 4*

Dean Preston, *District 5*

Matt Dorsey, *District 6*

Myrna Melgar, *District 7*

Rafael Mandelman, *District 8*

Hillary Ronen, *District 9*

Shamann Walton, *District 10*

Ahsha Safai, *District 11*

CITY ATTORNEY

David Chiu

CITY TREASURER

José Cisneros

OTHER CITY AND COUNTY OFFICIALS

Carmen Chu, *City Administrator*

Benjamin Rosenfield, *Controller*

Anna Van Degna, *Director, Controller's Office of Public Finance*

Bob Beck, *Treasure Island Director, Treasure Island Development Authority*

PROFESSIONAL SERVICES

Bond Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

Disclosure Counsel

Norton Rose Fulbright US LLP
Los Angeles, California

Special Tax Consultant

Goodwin Consulting Group, Inc.
Sacramento, California

Municipal Advisor

CSG Advisors Incorporated
San Francisco, California

Fiscal Agent

Zions Bancorporation, National Association
Los Angeles, California

⁽¹⁾ Under the Act, Board of Supervisors serves as the legislative body of the District.

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
General.....	1
Authority for the 2023A Bonds	1
Use of Proceeds	1
No Rating; Early Stage of Development; Transfer Restrictions.....	1
The 2023A Bonds	2
Parity Bonds.....	3
Security for the Bonds	3
2022 Reserve Fund	4
Additional Special Tax Reserve Fund	4
Foreclosure Covenant	5
Limited Obligations	5
Treasure Island Project	5
Improvement Area No. 2 and the Treasure Island Project.....	6
Appraisal.....	7
Formation of the District and Improvement Area No. 2.....	8
Continuing Disclosure	9
Further Information.....	9
THE FINANCING PLAN	9
ESTIMATED SOURCES AND USES OF FUNDS	10
THE 2023A BONDS	10
Description of the 2023A Bonds.....	10
Redemption.....	11
The Fiscal Agent.....	13
Book-Entry System.....	13
Debt Service.....	14
SECURITY FOR THE BONDS	16
General.....	16
Limited Obligation.....	17
No Teeter Plan	17
Special Tax Fund	17
Bond Fund.....	19
2022 Reserve Fund	20
Additional Special Tax Reserve Fund	21
Rate and Method of Apportionment of Special Taxes.....	22
Covenant for Superior Court Foreclosure	26
No Obligation of the City Upon Delinquency	28
Parity Bonds.....	28
FORMATION OF THE DISTRICT AND IMPROVEMENT AREA NO. 2.....	31
THE CITY	32
THE TREASURE ISLAND PROJECT.....	33
Overview.....	34
History	34
TICD and the Treasure Island Project.....	36
Treasure Island Project Development Plan.....	40

TABLE OF CONTENTS

(continued)

	<u>Page</u>
Development Entitlement; TIDA-TICD Dispute; Negotiations Regarding Dispute and Other Matters	40
Land Transfer and Mapping Process	42
Initial Phase Approvals and Land Transfers	44
Acquisition Agreement	47
Treasure Island Amenities	47
Transportation Planning	47
KSWM Litigation	49
IMPROVEMENT AREA NO. 2	50
Location and Description of Improvement Area No. 2 and the Immediate Area	51
Tract Map Status of Improvement Area No. 2	54
Geotechnical Mitigation Program	55
Sea Level Rise and Adaptive Management Strategy	56
Infrastructure Development and Financing Plan	56
Utilities	60
Ownership of Property in Improvement Area No. 2	60
Merchant Builder Development and Financing Plans	61
Expected Land Use and Expected Maximum Special Tax Revenues	73
Property Values	75
Special Tax Levy, Assessed Values and Value-to-Lien Ratios	78
Estimated Effective Tax Rate	80
Delinquency History	81
Direct and Overlapping Debt	82
SPECIAL RISK FACTORS	82
Real Estate Investment Risks	83
Public Health Emergencies	85
Value-to-Lien Ratios; Future Indebtedness; Parity Liens	86
Billing of Special Taxes	86
Maximum Special Tax Rates	87
Insufficiency of Special Taxes; Exempt Property	87
Collection of Special Taxes; Tax Delinquencies	88
Disclosure to Future Property Owners	88
Potential Early Redemption of Bonds from Special Tax Prepayments	88
Seismic Risks	89
Climate Change; Risk of Sea Level Rise and Flooding Damage	90
Other Natural Disasters and Other Events	93
Hazardous Substances	94
Bankruptcy and Foreclosure	95
Property Controlled by FDIC and Other Federal Agencies	96
California Constitution Article XIII C and Article XIII D	97
Validity of Landowner Elections	98
Treasure Island Related Complaint	99
Ballot Initiatives and Legislative Measures	101
No Acceleration	101
Limitations on Remedies	101
Limited Secondary Market	101
Cybersecurity	102

TABLE OF CONTENTS

(continued)

	<u>Page</u>
CONTINUING DISCLOSURE	103
City.....	103
TI Series 1	103
Merchant Builders.....	104
TAX MATTERS.....	105
UNDERWRITING	106
LEGAL OPINION AND OTHER LEGAL MATTERS	107
TRANSFER RESTRICTIONS	108
NO LITIGATION REGARDING THE SPECIAL TAXES OR 2023A BONDS	108
NO RATING.....	110
MUNICIPAL ADVISOR.....	111
MISCELLANEOUS	112
APPENDIX A – DEMOGRAPHIC INFORMATION REGARDING THE CITY AND COUNTY OF SAN FRANCISCO.....	A-1
APPENDIX B – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.....	B-1
APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT	C-1
APPENDIX D – FORM OF BOND COUNSEL OPINION	D-1
APPENDIX E-1 – FORM OF CITY CONTINUING DISCLOSURE CERTIFICATE	E-1-1
APPENDIX E-2 – FORM OF TI SERIES 1 CONTINUING DISCLOSURE CERTIFICATE	E-2-1
APPENDIX E-3 – FORM OF MERCHANT BUILDER CONTINUING DISCLOSURE CERTIFICATE	E-3-1
APPENDIX F – BOOK-ENTRY ONLY SYSTEM	F-1
APPENDIX G – APPRAISAL REPORT	G-1

NOTICE TO INVESTORS

The information set forth herein has been obtained from the City and other sources believed to be reliable. This Official Statement is not to be construed as a contract with the purchasers of the 2023A Bonds, the complete terms and conditions being set forth in the Fiscal Agent Agreement (as described herein). Estimates and opinions are included and should not be interpreted as statements of fact. Summaries of documents do not purport to be complete statements of their provisions. No dealer, broker, salesperson or any other person has been authorized by the City, the Municipal Advisor or the Underwriter to give any information or to make any representations other than those contained in this Official Statement in connection with the offering contained herein and, if given or made, such information or representations must not be relied upon as having been authorized by the City or the Underwriter.

This Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any offer or solicitation of such offer or any sale of the 2023A Bonds, by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information and expressions of opinion herein are subject to change without notice, and neither delivery of this Official Statement nor any sale of the 2023A Bonds made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the District or the City or in any other information contained herein, since the date hereof.

The 2023A Bonds are being offered and sold only to “Qualified Purchasers,” which is defined in the Fiscal Agent Agreement to include Qualified Institutional Buyers as defined in Rule 144A promulgated under the Securities Act of 1933 and institutional Accredited Investors (which consists of Accredited Investors within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933). Pursuant to the Fiscal Agent Agreement, the 2023A Bonds may not be registered in the name of, or transferred to, and the Beneficial Owner cannot be, any person except a Qualified Purchaser; provided, however, that 2023A Bonds registered in the name of DTC or its nominee shall be deemed to comply with the Fiscal Agent Agreement so long as each Beneficial Owner of the 2023A Bonds is a Qualified Purchaser. In addition, the face of each 2023A Bond will contain a legend indicating that it is subject to transfer restrictions as set forth in the Fiscal Agent Agreement. Each entity that is or that becomes a Beneficial Owner of a 2023A Bond shall be deemed by the acceptance or acquisition of such beneficial ownership interest to have agreed to be bound by the transfer restrictions under the Fiscal Agent Agreement. In the event that a holder of the 2023A Bonds makes an assignment of its beneficial ownership interest in the 2023A Bonds, the assignor will notify the assignee of the restrictions on purchase and transfer described herein. Any transfer of a 2023A Bond to any entity that is not a Qualified Purchaser shall be deemed null and void. See “TRANSFER RESTRICTIONS” herein.

The Underwriter has provided the following two paragraphs for inclusion in this Official Statement.

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THE OFFERING OF THE 2023A BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICES OF THE 2023A BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

This Official Statement, including any supplement or amendment hereto, is intended to be deposited with the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access (“EMMA”) website.

The City maintains a website with information pertaining to the City. However, the information presented therein is not incorporated into this Official Statement and should not be relied upon in making investment decisions with respect to the 2023A Bonds.

FORWARD LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or similar words.

The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The City does not plan to issue any updates or revisions to the forward-looking statements set forth in this Official Statement.



The above map shows the location of the Treasure Island Project. The 2023A Bonds will be secured by Special Taxes levied in Improvement Area No. 2 (approximately 5.22 gross acres) located on certain portions of Treasure Island. The 2023A Bonds are payable from Special Tax Revenues derived from the levy of Special Taxes on Taxable Parcels (as those terms are defined herein) in Improvement Area No. 2. Each Taxable Parcel's obligation to pay Special Taxes is secured by a continuing lien on the parcel. No mortgage or deed of trust on property secures the 2023A Bonds. Improvement Area No. 2 covers a portion of Treasure Island. No special taxes levied on any portion of Treasure Island outside of Improvement Area No. 2 are pledged to the repayment of the 2023A Bonds, nor shall any property or resources of the City (including the City's taxing power except to the limited extent set forth in the Fiscal Agent Agreement) be available to pay debt service on the 2023A Bonds. See "SECURITY FOR THE BONDS."

OFFICIAL STATEMENT

[\$Par Amount]*
IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A

INTRODUCTION

General

This Official Statement, including the cover page, the inside cover page and the Appendices hereto, is provided to furnish certain information in connection with the issuance and sale by the City and County of San Francisco (the “City”) on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (the “District”) of Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “2023A Bonds”).

Authority for the 2023A Bonds

The 2023A Bonds will be issued by the City on behalf of the District with respect to Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (“Improvement Area No. 2”) pursuant to the provisions of a Fiscal Agent Agreement, dated as of February 1, 2022 (the “Original Fiscal Agent Agreement”), as supplemented by the First Supplement to Fiscal Agent Agreement, dated as of December 1, 2023 (the “First Supplement to Fiscal Agent Agreement” and, together with the Original Fiscal Agent Agreement, the “Fiscal Agent Agreement”), each by and between the City and Zions Bancorporation, National Association, as fiscal agent (the “Fiscal Agent”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq.* of the Government Code of the State of California) (the “Act”), and a resolution adopted by the Board of Supervisors of the City (the “Board of Supervisors”) on [____], 2023 and approved by Mayor London N. Breed on [____], 2023, approving the First Supplement to Fiscal Agent Agreement and the issuance and sale of up to \$17,000,000 of special tax bonds in one or more series (together, the “Bond Resolution”).

Use of Proceeds

The 2023A Bonds are being issued to finance: (i) the acquisition of certain public facilities and improvements authorized to be financed by the District (the “Facilities”), (ii) a deposit to the 2022 Reserve Fund (as defined herein) and (iii) costs of issuance, all as further described herein. See “THE FINANCING PLAN” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

No Rating; Early Stage of Development; Transfer Restrictions

The 2023A Bonds are not rated. See “NO RATING” herein. The determination by the City not to obtain a rating does not, directly or indirectly, express any view by the City of the credit quality of the 2023A Bonds. The lack of a bond rating could impact the market price or liquidity for the 2023A Bonds in the secondary market. See “SPECIAL RISK FACTORS - Limited Secondary Market.”

* Preliminary, subject to change.

Improvement Area No. 2 is planned to be developed with five residential buildings, referred to as Sub-Blocks B1, C2.2, C2.3, C2.4 and C3.4, currently spanning six assessor's parcels. [Appraisal shows six APNs. Diagram on page 48 shows seven. Need new diagram.] Horizontal infrastructure, including geotechnical improvement of soil conditions, needed to secure temporary certificates of occupancy are complete. The residential buildings to be constructed at Sub-Blocks B1, C2.2, C2.3, C2.4 and C3.4 are in different stages of planning and development. As of September 1, 2023, total vertical development costs (including land acquisition) are estimated to be approximately \$771 million. Buildings are under construction at Sub-Blocks C2.2, C2.4 and C3.4. Construction has not commenced at Sub-Blocks B1 and C2.3. Not all permits required for construction have been obtained and not all construction contracts for the buildings have been executed. Not all external construction financing sources have been secured, and not all equity funding sources have been received. Neither the City nor the Underwriter make any assurance that any of the forgoing conditions will be satisfied or if satisfied that such conditions will be satisfied on the timeframes described by TI Series 1 or the Merchant Builders as set forth herein. See "IMPROVEMENT AREA NO. 2" and "SPECIAL RISK FACTORS - Real Estate Investment Risks" herein.

The 2023A Bonds are being offered and sold only to "Qualified Purchasers," which is defined in the Fiscal Agent Agreement to include Qualified Institutional Buyers as defined in Rule 144A promulgated under the Securities Act of 1933 and institutional Accredited Investors (which consists of Accredited Investors within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933). Pursuant to the Fiscal Agent Agreement, the 2023A Bonds may not be registered in the name of, or transferred to, and the Beneficial Owner cannot be, any person except a Qualified Purchaser; provided, however, that 2023A Bonds registered in the name of DTC or its nominee shall be deemed to comply with the Fiscal Agent Agreement so long as each Beneficial Owner (defined in the Fiscal Agent Agreement as any person for which a DTC participant acquires an interest in the 2023A Bonds) of the 2023A Bonds is a Qualified Purchaser. In addition, the face of each 2023A Bond will contain a legend indicating that it is subject to transfer restrictions as set forth in the Fiscal Agent Agreement. Each entity that is or that becomes a Beneficial Owner of a 2023A Bond shall be deemed by the acceptance or acquisition of such beneficial ownership interest to have agreed to be bound by the transfer restrictions under the Fiscal Agent Agreement. In the event that a holder of the 2023A Bonds makes an assignment of its beneficial ownership interest in the 2023A Bonds, the assignor will notify the assignee of the restrictions on purchase and transfer described herein. Any transfer of a 2023A Bond to any entity that is not a Qualified Purchaser shall be deemed null and void. See "TRANSFER RESTRICTIONS" herein.

The 2023A Bonds

The 2023A Bonds will be issued in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, shall mature on September 1 in each of the years and in the amounts, and shall bear interest as shown on the inside front cover hereof. Interest on the 2023A Bonds shall be payable on each March 1 and September 1, commencing March 1, 2024 (each an "Interest Payment Date") to the Owner thereof as of the Record Date (as defined herein) immediately preceding each such Interest Payment Date, by check mailed on such Interest Payment Date or by wire transfer to an account in the United States of America made upon instructions of any Owner of \$1,000,000 or more in aggregate principal amount of 2023A Bonds delivered to the Fiscal Agent prior to the applicable Record Date. The 2023A Bonds, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the 2023A Bonds. Individual purchases of the 2023A Bonds will be made in book-entry form only. Principal of and interest and premium, if any, on the 2023A Bonds will be payable by DTC through the DTC participants. Purchasers of the 2023A Bonds will not receive physical delivery of the 2023A Bonds purchased by them. See "THE 2023A BONDS - Book-Entry System" herein.

Parity Bonds

The 2023A Bonds are being issued under the Fiscal Agent Agreement on a parity with the District's Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2022A (the "2022A Bonds"), currently outstanding in the aggregate principal amount of \$24,990,000.

The City may issue Parity Bonds (as defined herein) under a Supplemental Agreement entered into by the City and the Fiscal Agent. Any such Parity Bonds, to the extent provided in the Fiscal Agent Agreement, shall be secured by a lien on the Special Tax Revenues and funds pledged for the payment of the Bonds under the Fiscal Agent Agreement on a parity with all other Bonds Outstanding under the Fiscal Agent Agreement. The City may issue such Parity Bonds, on a parity basis with the 2023A Bonds, subject to the specific conditions precedent under the Fiscal Agent Agreement. See SECURITY FOR THE BONDS – Parity Bonds" herein.

The 2023A Bonds, the 2022A Bonds and any future Parity Bonds are collectively referred to herein as the "Bonds."

Security for the Bonds

The Bonds are secured by a first pledge of all Special Tax Revenues and, except as provided below, all moneys deposited in the Bond Fund (including the Special Tax Prepayments Account), and, until disbursed as provided in the Fiscal Agent Agreement, in the Special Tax Fund. The City is under no obligation to transfer any funds of the City or to levy any tax, other than the Special Taxes.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including any scheduled payments thereof and any Special Tax Prepayments, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said lien and interest thereon, but shall not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

"Special Taxes" means the Facilities Special Tax levied by the Board of Supervisors within Improvement Area No. 2 under the Act, the Rate and Method, the Ordinance and the Fiscal Agent Agreement.

"Special Tax Prepayments" means the proceeds of any Special Tax prepayments received by the City for property in Improvement Area No. 2, less any administrative fees or penalties collected as part of any such prepayment. See "SECURITY FOR THE BONDS – General" herein.

The 2023A Bonds, the 2022A Bonds and any 2022A Related Parity Bonds issued in the future shall be secured by a first pledge of all moneys deposited in the 2022 Reserve Fund. See "2022 Reserve Fund" below.

In addition, the Bonds shall be secured by a first pledge (which pledge shall be effected in the manner and to the extent provided in the Fiscal Agent Agreement) of all of the moneys deposited in the Additional Special Tax Reserve Fund.

Amounts in the Improvement Fund (and the accounts therein), the Administrative Expense Fund and the Costs of Issuance Fund are not pledged to the repayment of the Bonds.

The Facilities are not pledged to the repayment of the Bonds, nor are the proceeds of any condemnation or insurance award received by the City with respect to the Facilities.

As discussed above under the caption “- No Rating; Early Stages of Development; Transfer Restrictions,” development within Improvement Area No. 2 is in the early stages and investment in the 2023A Bonds involves certain risks and is not suitable for all investors. See the section of this Official Statement captioned “SPECIAL RISK FACTORS” for a discussion of certain risk factors which should be considered, in addition to the other matters set forth herein, in evaluating an investment in the 2023A Bonds.

2022 Reserve Fund

Upon issuance of the 2022A Bonds, the City, on behalf of the District, established the 2022 Reserve Fund as additional security for the 2022A Bonds and all 2022A Related Parity Bonds pursuant to the Fiscal Agent Agreement. The 2023A Bonds will be 2022A Related Parity Bonds. The Fiscal Agent Agreement requires the 2022 Reserve Fund to be funded at the 2022 Reserve Requirement (defined below). On the date of issuance of the 2023A Bonds, proceeds of the 2023A Bonds will be deposited into the 2022 Reserve Fund so that the amount in the 2022 Reserve Fund is equal to the 2022 Reserve Requirement.

The 2023A Bonds will be secured by a first pledge of all moneys deposited in the 2022 Reserve Fund. The moneys in the 2022 Reserve Fund (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, and interest and any premium on, the 2022A Bonds, 2023A Bonds and all 2022A Related Parity Bonds that might be issued in the future as provided in the Fiscal Agent Agreement and in the Act until all of the 2022A Bonds, the 2023A Bonds and all other 2022A Related Parity Bonds, if any, have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose under the Fiscal Agent Agreement. See “SECURITY FOR THE BONDS – 2022 Reserve Fund” herein.

Additional Special Tax Reserve Fund

Upon issuance of the 2023A Bonds, the City, on behalf of the District, will establish the Additional Special Tax Reserve Fund as additional security for the Bonds. The Fiscal Agent Agreement requires the Additional Special Tax Reserve Fund to be funded at the Additional Special Tax Reserve Requirement (\$652,770). On the date of issuance of the 2023A Bonds, available Special Taxes will be deposited into the Additional Special Tax Reserve Fund so that the amount in the Additional Special Tax Reserve Fund is equal to the Additional Special Tax Reserve Requirement.

The Bonds will be secured by a first pledge of all moneys deposited in the Additional Special Tax Reserve Fund. The moneys in the Additional Special Tax Reserve Fund (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement until the date on which the City has delivered to the Fiscal Agent an Officer’s Certificate signed by the Director of the Office of Public Finance and the Treasure Island Director certifying that the Developer has submitted evidence reasonably satisfactory to the Director of the Office of Public Finance and the Treasure Island Director that the developer of Sub-Block B1 has spent more than [\$250,000] on the onsite cost of labor and materials directly related to the construction of the vertical improvements for Sub-Block B1 that are authorized by the Building Permit (as defined in the Rate and Method) for Sub-Block B-1.(the “Additional Special Tax Reserve Release Date”). See “SECURITY FOR THE BONDS – Additional Special Tax Reserve Fund” herein.

Foreclosure Covenant

The City, on behalf of the District, has covenanted for the benefit of the owners of the Bonds that, under certain circumstances described herein, the City will commence judicial foreclosure proceedings with respect to delinquent Special Taxes on property within the Improvement Area No. 2, and will diligently pursue such proceedings to completion. See “SECURITY FOR THE BONDS –Special Tax Fund” and “SECURITY FOR THE BONDS – Covenant for Superior Court Foreclosure” herein.

Limited Obligations

The Bonds are limited obligations of the City, secured by and payable solely from the Special Tax Revenues and the funds pledged therefor under the Fiscal Agent Agreement. The Bonds are not payable from any other source of funds other than Special Tax Revenues and the funds pledged therefor under the Fiscal Agent Agreement. The General Fund of the City is not liable for the payment of the principal of or interest on the Bonds, and neither the credit nor the taxing power of the City (except to the limited extent set forth in the Fiscal Agent Agreement) or of the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Treasure Island Project

The “Treasure Island Project” entails the development of portions of the naturally-formed Yerba Buena Island (“Yerba Buena Island”) and the artificially created Treasure Island (“Treasure Island”), both located in the middle of the San Francisco Bay between downtown San Francisco and the City of Oakland. Yerba Buena Island and Treasure Island are accessible by Interstate Highway 80 via the San Francisco-Oakland Bay Bridge (which passes through Yerba Buena Island) and connected by a causeway.

The Treasure Island Project consists of approximately 461 acres (the “Treasure Island Project Site”). The Treasure Island Project is entitled under the Planning Code for the development of up to 8,000 residential units, up to approximately 140,000 square feet of new commercial and retail space, adaptive reuse of three historic buildings with up to 311,000 square feet of commercial/flex space, up to 500 hotel rooms, up to approximately 100,000 square feet of office space, 290 plus acres of open space, 22 miles of walking/biking paths, playing fields, a marina, and a ferry terminal.

A portion of the Treasure Island Project Site is located on land that was previously the site of a United States Naval Station (“Naval Station Treasure Island” or “NSTI”). In 1993, Congress selected NSTI for closure and disposition by the Base Realignment and Closure Commission. The Department of Defense later designated the City as the initial local reuse authority responsible for the conversion of NSTI under the federal disposition process. In July 1996, after an extensive community planning effort, the City’s Mayor, Board of Supervisors, Planning Commission, and the Citizens Reuse Committee unanimously endorsed a Draft Reuse Plan (the “Reuse Plan”) for NSTI to serve as the basis for the preliminary redevelopment plan for NSTI.

In 1997, the Board of Supervisors authorized the creation of the Treasure Island Development Authority, a California nonprofit public benefit corporation (“TIDA”), to serve as the entity responsible for the reuse and development of NSTI, taking over such responsibility from the City. In addition, the Board of Supervisors designated TIDA as a redevelopment agency with powers over NSTI under the Treasure Island Conversion Act of 1997.

In 2003, after completion of a competitive selection process, Treasure Island Community Development, LLC, a California limited liability company (“TICD”), was selected to serve as master developer for the Treasure Island Project. TICD is a joint venture comprised of various affiliates of Lennar

Corporation (“Lennar”), Stockbridge TI Fund LP (“Stockbridge”), Kenwood Investments (“Kenwood”), Wilson Meany, LP (“Wilson Meany”) and others. See “THE TREASURE ISLAND PROJECT - TICD and the Treasure Island Project” herein.

In 2011, TIDA and the City certified an Environmental Impact Report and approved the Treasure Island Project entitlements, a General Plan Amendment, adoption of Planning Code Section 749.72 that established the Treasure Island/Yerba Buena Island Special Use District (the “TI/YBI SUD”), a Design for Development (“D4D”) that established design standards and guidelines, and a Development Agreement vesting those entitlements.

In 2014, the United States of America, acting by and through the Department of the Navy (the “Navy”), and TIDA entered into an Economic Development Conveyance Memorandum of Agreement (as amended and supplemented from time to time, the “Conveyance Agreement”) that governs the terms and conditions for the transfer of NSTI from the Navy to TIDA. Under the Conveyance Agreement, the Navy must convey NSTI to TIDA in phases after the Navy has completed environmental remediation and issued a finding of suitability to transfer for specified parcels of NSTI or portions thereof. To date, the Navy has conveyed five separate conveyances to TIDA, including all of the property within Improvement Area No. 2. The bulk of the land the Navy still owns is comprised of Investigation/Remediation Site 12 (“IR Site 12”), which includes a substantial portion of the Major Phase 4 area, a small portion of the Major Phase 2 area, and shares a boundary with Major 3 as it is currently defined. The Navy has not yet received approval from applicable State and federal regulators to transfer IR Site 12 in the condition required by the Navy MOA. While the Navy continues its remediation work, the timeline for the transfer of this property is uncertain. Portions of IR Site 12 could be delayed for as much as 10 years, and in such event TIDA could invoke a redesign process under the Navy MOA if such delay impacts future phases of the development. However, the timing of such disposition does not affect development in Improvement Area No. 2.

The Treasure Island Project will be carried out by, or at the direction of, TICD in accordance with the Disposition and Development Agreement between TIDA and TICD, dated as of June 28, 2011 (as amended from time to time, the “DDA”), and the Development Agreement between the City and TICD dated as of June 28, 2011 (as amended from time to time, the “DA”), and related Treasure Island Project approvals (including the Mitigation Monitoring and Reporting Program adopted by TIDA and the City in reliance on the Treasure Island/Yerba Buena Island Environmental Impact Report), the D4D, and the TI/YBI SUD.

TICD is developing the Treasure Island Project in Major Phases and Sub-Phases by transferring property related to such phases to one or more phase developers (separate entities within TICD). The phase developers, in turn, are developing the phase by transferring property to one or more merchant builders.

For additional information regarding the Treasure Island Project, Improvement Area No. 2, TICD and the development plans for the Treasure Island Project and Improvement Area No. 2, see “THE TREASURE ISLAND PROJECT” and “IMPROVEMENT AREA NO. 2” herein.

Improvement Area No. 2 and the Treasure Island Project

The property in Improvement Area No. 2 is part of the larger Treasure Island Project. Improvement Area No. 2 covers about 5.22 gross acres, all of which is located on Treasure Island. A wholly-owned subsidiary of TICD, Treasure Island Series 1, LLC, a Delaware limited liability company (“TI Series 1”), is developing the property in Improvement Area No. 2. Improvement Area No. 2 is located within Sub-Phases of Major Phase 1 (as defined in the DDA) known as Sub-Phases 1B, 1C and 1E. Development blocks within these Sub-Phases have been divided into sub-blocks of developable land (each, a “Sub-Block”). Improvement Area No. 2 is planned to be developed with five residential buildings currently

spanning six assessor’s parcels. The five Sub-Blocks and expected development within each is summarized in the table below:

<u>Sub-Block</u>	<u>Expected Development</u> ⁽¹⁾	<u>Market Rate</u> <u>Units</u>	<u>Inclusionary</u> <u>Units</u>	<u>Total Number of</u> <u>Planned Units</u>
B1 ⁽²⁾	Residential rental apartments ⁽³⁾	111	6	117
C2.2 ⁽⁴⁾	Residential rental apartments ⁽³⁾	169	9	178
C2.3	For-sale residential condominiums ⁽³⁾	80	5	85
C2.4 ⁽⁵⁾	Residential rental apartments ⁽³⁾	226	24	250
C3.4 ⁽⁶⁾⁽⁷⁾	For-sale residential condominiums ⁽³⁾	<u>142</u>	<u>7</u>	<u>149</u>
Totals		728	51	779

⁽¹⁾ See “IMPROVEMENT AREA NO. 2 - Merchant Builder Development and Financing Plans” for a discussion of development status.

⁽²⁾ Comprised of development parcels B1.1 and B1.2, but referred to collectively herein as Sub-Block B1.

⁽³⁾ Inclusionary units within each Sub-Block are not subject to Special Taxes.

⁽⁴⁾ The planned development at Sub-Block C2.2 is also sometimes referred to herein as “Hawkins.”

⁽⁵⁾ The planned development at Sub-Block C2.4 is also sometimes referred to herein as “Isle House” (formerly “Tidal House”).

⁽⁶⁾ Comprised of development parcels C3.3 and C3.4, but referred to collectively herein as Sub-Block C3.4.

⁽⁷⁾ The planned development at Sub-Block C3.4 is also sometimes referred to herein as “Portico.”

Source: *TI Series 1*.

On February 22, 2016, TI Series 1 acquired from TIDA Sub-Blocks B1, C2.2, C2.3, C2.4 and C3.4. On November 9, 2020, Sub-Blocks B1, C2.2, C2.3, C2.4 and C3.4 were sold to five Merchant Builders (as defined herein). TIDA retained leasehold and public property that will be developed by TICD Developer (as defined herein) within Sub-Phases 1B and 1C including Building 1, the Building 1 Plaza, Marina Plaza, Clipper Cove Promenade 1, Cityside Waterfront Park 1, Cultural Park, Cityside Waterfront Park 2 and various streets within these Sub-Phases. None of such leasehold and public property are subject to the Special Tax.

In 2018, TI Series 1 commenced construction of various infrastructure improvements required for the development of Improvement Area No. 2, including the removal of underground utilities, geotechnical stabilization, construction of all new public roads, a new joint trench system, and improvements along the Treasure Island Causeway that delivers utilities between Treasure Island and Yerba Buena Island. As of September 1, 2023, geotechnical improvements on the Improvement Area No. 2 pads, as well as joint trench, public roads, and improvements along the Causeway, are complete.

See the captions “TREASURE ISLAND PROJECT—Initial Phase Approvals and Land Transfers” and “IMPROVEMENT AREA NO. 2—Infrastructure Development and Financing Plan” herein.

Appraisal

Integra Realty Resources, Inc. (the “Appraiser”) has been retained by the City and has prepared an Appraisal Report dated September 20, 2023 (the “Appraisal Report”) with a valuation date of August 4, 2023, estimating the market value of the fee simple interest in the appraised parcels within Improvement Area No. 2. The Appraisal Report appraised the value of Sub-Blocks B1, C2.2, C2.3, C2.4 and C3.4.

The Appraisal Report reflects that the aggregate, or cumulative, market values, by ownership, of the fee simple interest in the appraised properties in Improvement Area No. 2 is \$219,900,000, subject to certain assumptions and limiting conditions set forth in the Appraisal Report. The Appraisal Report, which is included in Appendix G, should be read in its entirety by prospective purchasers of the 2023A Bonds.

The value of individual parcels in Improvement Area No. 2 may vary significantly, and no assurance can be given that if Special Taxes levied on one or more of the parcels become delinquent, and if the delinquent parcels were to be offered for sale at a judicial foreclosure sale, that any bid would be received for the property or, if a bid is received, that such bid would be sufficient to pay such parcel's delinquent Special Taxes. See "IMPROVEMENT AREA NO. 2 – Projected Special Tax Levy, Assessed Values and Value-to-Lien Ratios," "SPECIAL RISK FACTORS – Bankruptcy and Foreclosure" and "SPECIAL RISK FACTORS – Tax Delinquencies."

See the caption "IMPROVEMENT AREA NO. 2 – Property Values" and Appendix G. *None of the City, the District or the Underwriter make any representation as to the accuracy or completeness of the Appraisal Report.*

Formation of the District and Improvement Area No. 2

The District was formed by the City pursuant to the Act. The Act was enacted by the State of California (the "State") Legislature to provide an alternative method of financing certain public capital facilities and services, especially in developing areas of the State. Any local agency (as such term is defined in the Act) may establish a district to provide for and finance the cost of eligible public facilities and services. Generally, the legislative body of the local agency that forms a district acts on behalf of such district as its legislative body. Subject to approval by two-thirds of the votes cast at an election and compliance with the other provisions of the Act, a legislative body of a local agency may cause the district to issue bonds and may levy and collect a special tax within such district to repay such indebtedness. The Board of Supervisors serves as the legislative body of the District.

Pursuant to the Act, the Board of Supervisors adopted the necessary resolutions stating its intent to establish the District, to authorize the levy of Special Taxes (as such term is defined in this Official Statement) on taxable property within the boundaries of the District, and enable the District to incur bonded indebtedness. Following public hearings conducted pursuant to the provisions of the Act, the Board of Supervisors adopted resolutions establishing the District and designating Improvement Area No. 1, and calling special elections to submit the authorization of the levy of the Special Taxes and the incurring of bonded indebtedness to the qualified electors of Improvement Area No. 1, including (i) Resolution No. 8-17 (the "Resolution 8-17") adopted by the Board of Supervisors on January 24, 2017, pursuant to which the City formed the District, designated a future annexation area for the District (the "Future Annexation Area") and designated Improvement Area No. 1; and (ii) Ordinance No. 22-17 adopted by the Board of Supervisors on January 31, 2017, providing for the levy of the Special Taxes (the "Ordinance"), including within improvement areas within the District designated in the future.

The Resolution 8-17 established procedures to designate other improvement areas within the District. Pursuant to such procedures, on April 13, 2020, TI Series 1 who comprised the qualified elector of Improvement Area No. 2, authorized annexation of Sub-Blocks B1, C2.2, C2.3, C2.4 and C3.4 into the District and designation of Improvement Area No. 2. TI Series 1 also approved the District incurring bonded indebtedness with respect to Improvement Area No. 2 in an aggregate principal amount not to exceed \$278,200,000 and the rate and method of apportionment of the special taxes (the "Rate and Method") for Improvement Area No. 2. Such actions were later confirmed by resolution of the Board of Supervisors. See the captions "FORMATION OF THE DISTRICT AND IMPROVEMENT AREA NO. 2" and "IMPROVEMENT AREA NO. 2" herein and APPENDIX B – "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" hereto.

As of the date of this Official Statement, there are three improvement areas in the District: Improvement Area No. 1 (consisting of certain property on Yerba Buena Island), Improvement Area No. 2 (consisting of certain property on Treasure Island, as described in this Official Statement), and

Improvement Area No. 3 (consisting of certain other property on Treasure Island). Prior to the issuance of the 2022A Bonds, in 2020 and 2021, the City issued special tax bonds secured by special taxes in Improvement Area No. 1. The special taxes collected in Improvement Area No. 1 and Improvement Area No. 3 are not available for payment of debt service on the Bonds. Moreover, the City may annex all or any portion of the Future Annexation Area as a separate improvement area, but the special taxes or other moneys derived from such subsequently-created improvement areas would not be available for payment of debt service on the Bonds. Special Taxes levied in Improvement Area No. 2 will not be available to pay debt service on bonds issued by the City for the District with respect to such other improvement areas. The City does not anticipate annexing any portion of the Future Annexation Area into Improvement Area No. 2.

Continuing Disclosure

The City has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board (“MSRB”) certain annual financial information and operating data and notice of certain enumerated events. The City’s covenants have been made in order to assist the Underwriter in complying with the Securities and Exchange Commission’s Rule 15c2-12 (“Rule 15c2-12”). See the caption “CONTINUING DISCLOSURE” and Appendix E-1 for a description of the specific nature of the annual reports and notices of enumerated events to be filed by the City.

In addition, TI Series 1 and each Merchant Builder (or a related company on the Merchant Builder’s behalf) have agreed to execute separate continuing disclosure undertakings that provide, or cause to be provided, to the MSRB certain information on a semiannual basis and notice of certain enumerated events. See the caption “CONTINUING DISCLOSURE” and Appendices E-2 and E-3 for a description of the specific nature of the semiannual reports and notices of enumerated events to be filed by TI Series 1 and Merchant Builders.

The continuing disclosure undertakings by TI Series 1 and Merchant Builders are independent of the City’s continuing disclosure obligation, and the City shall have no authority to compel TI Series 1 and Merchant Builders to provide the information as and when promised thereunder, respectively.

Further Information

Brief descriptions of the 2023A Bonds, the security for the Bonds, special risk factors, the District, Improvement Area No. 2, the City and other information are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. The descriptions herein of the 2023A Bonds, the Fiscal Agent Agreement, resolutions and other documents are qualified in their entirety by reference to the forms thereof and the information with respect thereto included in the 2023A Bonds, the Fiscal Agent Agreement, such resolutions and other documents. All such descriptions are further qualified in their entirety by reference to laws and to principles of equity relating to or affecting generally the enforcement of creditors’ rights. For definitions of certain capitalized terms used herein and not otherwise defined, and a description of certain terms relating to the 2023A Bonds, see APPENDIX C – “SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT” hereto.

THE FINANCING PLAN

The 2023A Bonds are being issued to finance the following: (i) the Facilities, (ii) a deposit to the 2022 Reserve Fund (as defined herein), and (iii) costs of issuance. Proceeds of the 2023A Bonds are expected to be used, to finance acquisition and construction of public facilities.

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds is set forth below:

<u>Sources of Funds</u>	
Principal Amount	\$
[Net] Premium	
Transfer from Special Tax Fund	
Total Sources	<u>\$</u>
<u>Uses of Funds</u>	
Deposit to Improvement Fund	\$
Deposit to 2022 Reserve Fund	
Deposit to Additional Special Tax Reserve Fund	
Costs of Issuance ⁽¹⁾	
Total Uses	<u>\$</u>

⁽¹⁾ Includes Underwriter's discount, fees and expenses for Bond Counsel, Disclosure Counsel, the Municipal Advisor, the Special Tax Consultant, the Fiscal Agent and its counsel, costs of printing the Official Statement, and other costs of issuance of the 2023A Bonds.

THE 2023A BONDS

Description of the 2023A Bonds

The 2023A Bonds will be issued as fully registered bonds, in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof within a single maturity and will be dated and bear interest from the date of their delivery, at the rates set forth on the inside cover page hereof. The 2023A Bonds will be issued in fully registered form, without coupons. The 2023A Bonds will mature on September 1 in the principal amounts and years as shown on the inside cover page hereof.

The 2023A Bonds will bear interest at the rates set forth on the inside cover page hereof, payable on the Interest Payment Dates in each year. Interest on all 2023A Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each 2023A Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated on or before the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the dated date of the 2023A Bonds; provided, however, that if at the time of authentication of a 2023A Bond, interest is in default thereon, such 2023A Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the 2023A Bonds (including the final interest payment upon maturity or earlier redemption), is payable on the applicable Interest Payment Date by check of the Fiscal Agent mailed by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer to an account located in the United States of America made on such Interest Payment Date upon written instructions of any Owner of \$1,000,000 or more in aggregate principal amount of 2023A Bonds delivered to the Fiscal Agent prior to the applicable Record Date, which instructions shall continue in effect until revoked in writing, or until such 2023A Bonds are transferred to a new Owner. "Record Date" means the fifteenth day of the calendar month next preceding the applicable

Interest Payment Date, whether or not such day is a Business Day. The interest, principal of and any premium on the 2023A Bonds are payable in lawful money of the United States of America, with principal and any premium payable upon surrender of the 2023A Bonds at the Principal Office of the Fiscal Agent. All 2023A Bonds paid by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent.

Redemption*

Optional Redemption. The 2023A Bonds maturing on or after September 1, 20__ are subject to optional redemption as directed by the City, from sources of funds other than prepayments of Special Taxes, prior to their stated maturity on any date on or after September 1, 20__, as a whole or in part, at a redemption price (expressed as a percentage of the principal amount of the 2023A Bonds to be redeemed), as set forth below, together with accrued interest thereon to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	%
September 1, 20__ through August 31, 20__	
September 1, 20__ through August 31, 20__	
September 1, 20__ and any date thereafter	

Mandatory Sinking Fund Redemption. The 2023A Bonds maturing on September 1, 20__ (the “Term 2023A Bonds (20__)”) are subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the redemption date, without premium, in the aggregate respective principal amounts all as set forth in the following table:

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Principal Amount Subject to Redemption</u>
	\$

(maturity)

Provided, however, if some but not all of the Term 2023A Bonds (20__) have been redeemed pursuant to optional redemption or redemption from Special Tax Prepayments, the total amount of all future Sinking Fund Payments shall be reduced by the aggregate principal amount of Term 2023A Bonds (20__) so redeemed, to be allocated among such Sinking Fund Payments on a *pro rata* basis in integral multiples of \$5,000 as determined by the Fiscal Agent, notice of which determination (which shall consist of a revised sinking fund schedule) shall be given by the City to the Fiscal Agent.

The 2023A Bonds maturing on September 1, 20__ (the “Term 2023A Bonds (20__)”) are subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest

* Preliminary, subject to change.

to the redemption date, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (September 1)	Principal Amount Subject to Redemption \$
--	---

(maturity)

Provided, however, if some but not all of the Term 2023A Bonds (20__) have been redeemed pursuant to optional redemption or redemption from Special Tax Prepayments, the total amount of all future Sinking Fund Payments shall be reduced by the aggregate principal amount of Term 2023A Bonds (20__) so redeemed, to be allocated among such Sinking Fund Payments on a *pro rata* basis in integral multiples of \$5,000 as determined by the Fiscal Agent, notice of which determination (which shall consist of a revised sinking fund schedule) shall be given by the City to the Fiscal Agent.

Redemption from Special Tax Prepayments. Special Tax Prepayments and any corresponding transfers from the 2022 Reserve Fund shall be used to redeem 2023A Bonds on the next Interest Payment Date for which notice of redemption can timely be given, among series and maturities so as to maintain substantially the same Debt Service profile for the Bonds as in effect prior to such redemption and by lot within a maturity, at a redemption price (expressed as a percentage of the principal amount of the 2023A Bonds to be redeemed), as set forth below, together with accrued interest to the date fixed for redemption:

<u>Redemption Date</u>	<u>Redemption Price</u>
Any Interest Payment Date on or before March 1, 20__	%
On September 1, 20__ and March 1, 20__	
On September 1, 20__ and March 1, 20__	
On September 1, 20__ and any Interest Payment Date thereafter	

Notice of Redemption. The Fiscal Agent shall cause notice to be sent at least twenty (20) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories, and to the respective registered Owners of any 2023A Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to send or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds. In addition, the Fiscal Agent shall file each notice of redemption with the MSRB through its Electronic Municipal Market Access system (“EMMA”). Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2023A Bonds are to be called for redemption shall state as to any 2023A Bond called in part the principal amount thereof to be redeemed, and shall require that such 2023A Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2023A Bonds will not accrue from and after the redemption date. The cost of mailing any such redemption notice and any expenses incurred by the Fiscal Agent in connection therewith shall be paid by the City from amounts in the Administrative Expense Fund. The City has the right to rescind any notice of the optional redemption of 2023A Bonds by written

notice to the Fiscal Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2023A Bonds then called for redemption, and such cancellation shall not constitute a default under the Fiscal Agent Agreement. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall send notice of such rescission of redemption in the same manner as the original notice of redemption was sent under the Fiscal Agent Agreement.

Selection of Bonds for Redemption. Except as provided under the Fiscal Agent Agreement provisions described above under the captions “ – Optional Redemption,” “ – Mandatory Sinking Fund Redemption” and “ – Redemption from Special Tax Prepayments,” whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2023A Bonds of any maturity or any given portion thereof, the City shall select the 2023A Bonds or portions thereof to be redeemed, from all Bonds or such given portion thereof not previously called for redemption, and the Fiscal Agent shall select the Bonds or portions thereof to be redeemed by lot within a maturity and notify the City.

Purchase of Bonds in Lieu of Redemption. In lieu of redemption under the Fiscal Agent Agreement, moneys in the Bond Fund or other funds provided by the City may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2023A Bonds, upon the filing with the Fiscal Agent of an Officer’s Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer’s Certificate may provide, but in no event may 2023A Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if such Bonds were to be redeemed in accordance with the Fiscal Agent Agreement. All 2023A Bonds purchased by the Fiscal Agent will be canceled by the Fiscal Agent.

The Fiscal Agent

Zions Bancorporation, National Association has been appointed as the Fiscal Agent for all of the Bonds under the Fiscal Agent Agreement. For a further description of the rights and obligations of the Fiscal Agent pursuant to the Fiscal Agent Agreement, see APPENDIX C – “SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT” hereto.

Book-Entry System

DTC will act as securities depository for the 2023A Bonds. The 2023A Bonds will be registered in the name of Cede & Co. (DTC’s partnership nominee), and will be available to ultimate purchasers (referred to herein as “Beneficial Owners”) in the denomination of \$100,000 or any integral multiple in of \$5,000 in excess thereof, under the book-entry system maintained by DTC. Beneficial Owners of 2023A Bonds will not receive physical certificates representing their interest in the Bonds. So long as the 2023A Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners shall mean Cede & Co., and shall not mean the Beneficial Owners of the 2023A Bonds. Payments of the principal of, premium, if any, and interest on the 2023A Bonds will be made directly to DTC, or its nominee, Cede & Co., by the Fiscal Agent, so long as DTC or Cede & Co. is the registered owner of the 2023A Bonds. Disbursements of such payments to DTC’s Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC’s Participants and Indirect Participants. See APPENDIX F – “BOOK-ENTRY ONLY SYSTEM” hereto.

Debt Service

The following is the debt service schedule for the 2022A Bonds and the 2023A Bonds, assuming no redemptions other than mandatory sinking fund redemptions, as well as the projected Maximum Special Tax Revenues. See also Table 16 in “IMPROVEMENT AREA NO. 2 - Projected and Hypothetical Special Tax Levy, Assessed Values and Value-to-Lien Ratios” herein. The table does not present any future Parity Bonds that could be issued. See “SECURITY FOR THE BONDS – Parity Bonds” herein.

[Remainder of page intentionally left blank.]

<u>Year Ending</u> ⁽¹⁾	<u>2022A Bonds Debt Service</u>	<u>Principal</u>	<u>2023A Bonds Interest</u> ⁽²⁾	<u>Total</u>	<u>Maximum Annual Special Tax Revenues</u> ⁽³⁾	<u>Estimated Administrative Expenses</u>	<u>Net Available Special Tax Revenues</u> ⁽⁴⁾	<u>Projected Debt Service Coverage</u> ⁽⁵⁾⁽⁶⁾
	\$	\$	\$	\$	\$	\$	\$	%
2024								
2025								
2026								
2027								
2028								
2029								
2030								
2031								
2032								
2033								
2034								
2035								
2036								
2037								
2038								
2039								
2040								
2041								
2042								
2043								
2044								
2045								
2046								
2047								
2048								
2049								
2050								
2051								
2052								
Total	\$	\$	\$	\$	\$	\$	\$	

(1) Debt service presented on a bond year ending on September 1, revenues presented on a fiscal year basis ending on June 30.

(2) Interest on the 2023A Bonds will be capitalized through _____ 1, 202_.

(3) Projected based on expected build out as of [____], 2023. See Table 14 herein.

(4) Maximum Special Tax Revenues net of annual administrative expenses.

(5) Reflects Net Available Special Tax Revenues divided by Total Parity Debt Service.

(6) Special Taxes may be levied on all property within Improvement Area No. 2 up to the maximum amount permitted under the Rate and Method to provide the amount required to pay debt service on the Bonds, however, the Special Tax levy on property used for private residential purposes may not increase by more than 10% above the amount that would have been levied in that Fiscal Year as a consequence of delinquencies or defaults by the owners of any other parcels in Improvement Area No. 2. There could be a default or a delay in payments to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of foreclosure sale proceeds, if any, and subsequent transfer of those proceeds to the City.

Source: Underwriter for debt service, Goodwin Consulting Group for special tax revenues.

SECURITY FOR THE BONDS

General

The Bonds will be secured by a first pledge pursuant to the Fiscal Agent Agreement of all of the Special Tax Revenues and, except as provided below, all moneys deposited in the Bond Fund (including the Special Tax Prepayments Account) and, until disbursed as provided in the Fiscal Agent Agreement, in the Special Tax Fund. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose under the Fiscal Agent Agreement.

“Special Tax Revenues” means the proceeds of the Special Taxes received by the City, including any scheduled payments thereof and any Special Tax Prepayments, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said lien and interest thereon, but shall not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

The Special Taxes are to be apportioned, levied and collected according to the Rate and Method on Taxable Parcels developed within Improvement Area No. 2. See APPENDIX B – “RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” hereto.

The 2022A Bonds, the 2023A Bonds and any 2022A Related Parity Bonds issued in the future will be secured by a first pledge of all moneys deposited in the 2022 Reserve Fund. The moneys in the 2022 Reserve Fund are dedicated to the payment of the principal of, and interest and any premium on, the 2022A Bonds, the 2023A Bonds and any 2022A Related Parity Bonds issued in the future as provided in the Fiscal Agent Agreement and in the Act until all of the 2022A Bonds, the 2023A Bonds and all other 2022A Related Parity Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose.

“2022A Related Parity Bonds” means the 2023A Bonds and any series of Parity Bonds for which (i) the proceeds are deposited into the 2022 Reserve Fund so that the balance therein is equal to the 2022 Reserve Requirement following issuance of such Parity Bonds and (ii) the related Supplemental Agreement specifies that the 2022 Reserve Fund shall act as a reserve for the payment of the principal of, and interest and any premium on, such series of Parity Bonds.

The Bonds will be secured by a first pledge of all moneys deposited in the Additional Special Tax Reserve Fund. The moneys in the Additional Special Tax Reserve Fund are dedicated to the payment of the principal of, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until the date on which the City has delivered to the Fiscal Agent an Officer’s Certificate signed by the Director of the Office of Public Finance and the Treasure Island Director certifying that the Developer has submitted evidence reasonably satisfactory to the Director of the Office of Public Finance and the Treasure Island Director that the developer of Sub-Block B1 has spent more than **[\$250,000]** on the onsite cost of labor and materials directly related to the construction of the vertical improvements for Sub-Block B-1 that are authorized by the Building Permit (as defined in the Rate and Method) for Sub-Block B-1 (the “Additional Special Tax Reserve Release Date”), as certified in an Officer’s Certificate.

Amounts in the Improvement Fund (and the accounts therein), the Administrative Expense Fund and the Costs of Issuance Fund are not pledged to the repayment of the 2023A Bonds. The Facilities are

not pledged to the repayment of the Bonds, nor are the proceeds of any condemnation or insurance award received by the City with respect to the Facilities.

Limited Obligation

The Bonds are limited obligations of the City, secured by and payable solely from the Special Tax Revenues and the funds pledged therefor under the Fiscal Agent Agreement. The Bonds are not payable from any other source of funds other than Special Tax Revenues and the funds pledged therefor under the Fiscal Agent Agreement. The General Fund of the City is not liable for the payment of the principal of or interest on the Bonds, and neither the credit nor the taxing power of the City (except to the limited extent set forth in the Fiscal Agent Agreement) or of the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

No Teeter Plan

The Board of Supervisors adopted the “Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds” (the “Teeter Plan”), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code, in 1993 pursuant to Resolution No. 830-93. The Teeter Plan provides for the allocation and distribution of property tax levies and collections and of tax sale proceeds. The City has the power to include additional taxing agencies on the Teeter Plan. The City has the power to unilaterally discontinue the Teeter Plan or remove a taxing agency from the Teeter Plan by a majority vote of the Board of Supervisors. The Teeter Plan may also be discontinued by petition of two-thirds (2/3rds) of the participant taxing agencies.

By resolution, the Board of Supervisors has extended the Teeter Plan to the allocation and distribution of special taxes for the City and County of San Francisco Community Facilities District No. 2014-1 (Transbay Transit Center). There are also four city-wide parcel taxes, which are similarly billed as direct charges on property tax bills, that are distributed based upon the Teeter method. However, the Board of Supervisors has not extended the Teeter Plan to the collection of Special Taxes within Improvement Area No. 2. Accordingly, the Teeter Plan is not expected to be available for the collection of the Special Taxes within Improvement Area No. 2 and the collection of the Special Taxes within such area will reflect actual delinquencies.

Special Tax Fund

Special Tax Fund. Pursuant to the Fiscal Agent Agreement, there is established a “Special Tax Fund” to be held by the Fiscal Agent, to the credit of which the Fiscal Agent will deposit amounts received from or on behalf of the City consisting of Special Tax Revenues and amounts transferred from the Administrative Expense Fund and the Bond Fund. The City has agreed in the Fiscal Agent Agreement to promptly remit any Special Tax Revenues received by it to the Fiscal Agent for deposit by the Fiscal Agent to the Special Tax Fund. Notwithstanding the foregoing,

(i) Special Tax Revenues in an amount not to exceed the amount included in the Special Tax levy for such Fiscal Year for Administrative Expenses shall be separately identified by the Finance Director and shall be deposited by the Fiscal Agent in the Administrative Expense Fund;

(ii) any Special Tax Revenues constituting the collection of delinquencies in payment of Special Taxes shall be separately identified by the Finance Director and shall be disposed of by the Fiscal Agent first, for transfer to the Bond Fund to pay any past due debt service on the Bonds; second, without preference or priority for transfer to (a) the 2022 Reserve Fund to the extent needed to increase the amount then on deposit in the 2022 Reserve Fund up to the then 2022 Reserve Requirement and (b) the reserve

account for any Parity Bonds that are not 2022A Related Parity Bonds to the extent needed to increase the amount then on deposit in such reserve account up to the amount then required to be on deposit therein; third, to the Additional Special Tax Reserve Fund to the extent needed to increase the amount then on deposit in the Additional Special Tax Reserve Fund up to the then Additional Special Tax Reserve Requirement; and fourth, to be held in the Special Tax Fund for use as described in below under “- *Disbursements*”; and

(iii) any proceeds of Special Tax Prepayments shall be separately identified by the Finance Director and shall be deposited by the Fiscal Agent as follows (as directed in writing by the Finance Director): (a) that portion of any Special Tax Prepayment constituting a prepayment of costs of the Facilities shall be deposited by the Fiscal Agent to the Improvement Fund and (b) the remaining Special Tax Prepayment shall be deposited by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to the Fiscal Agent Agreement.

Disbursements from the Special Tax Fund. At least seven (7) business days prior to each Interest Payment Date or redemption date the Fiscal Agent will withdraw from the Special Tax Fund and transfer the following amounts in the following order of priority:

(i) to the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund and any expected transfers from the Improvement Fund, the 2022 Reserve Fund and any reserve account for Parity Bonds that are not 2022A Related Parity Bonds, a capitalized interest account established for any series of Parity Bonds and the Special Tax Prepayments Account to the Bond Fund such that the amount in the Bond Fund equals the principal (including any sinking payment), premium, if any, and interest due on the Bonds on such Interest Payment Date or redemption date, and any past due principal or interest on the Bonds not theretofore paid from a transfer described in clause second of subparagraph (ii) above under “- *Special Tax Fund*;”

(ii) without preference or priority (a) to the 2022 Reserve Fund an amount, taking into account amounts then on deposit in the 2022 Reserve Fund, such that the amount in the 2022 Reserve Fund is equal to the 2022 Reserve Requirement, and (b) to the reserve account for any Parity Bonds that are not 2022A Related Parity Bonds, taking into account amounts then on deposit in such reserve account, such that the amount in such reserve account is equal to the amount required to be on deposit therein (and in the event that amounts in the Special Tax Fund are not sufficient for the purposes of this paragraph, such amounts shall be applied to the 2022 Reserve Fund and any other reserve accounts ratably based on the then Outstanding principal amount of the Bonds); and

(iii) to the Additional Special Tax Reserve Fund, an amount, taking into account amounts then on deposit in the Additional Special Tax Reserve Fund, such that the amount in the Additional Special Tax Reserve Fund is equal to the Additional Special Tax Reserve Requirement, and

(iv) on each October 1, all of the moneys remaining in the Special Tax Fund, to the extent that they are not needed to pay for Administrative Expenses, shall be transferred to the Finance Director for deposit in accordance with the DDA and the DA. More specifically, such remaining Special Taxes shall be deposited in the remainder taxes project account established by TIDA and (1) before the date on which the first park owned by TIDA is completed and open to the public (the “Maintenance Commencement Date”), from time to time, at TICD’s request, applied to finance Qualified Project Costs (as defined in the Financing Plan attached to and part of the DDA (the “DDA Financing Plan”)) and (2) following the Maintenance Commencement Date, transferred to TIDA and held in the remainder taxes holding account established by TIDA and applied to the costs of operating and maintaining parks within the District. Amounts on deposit in the remainder taxes project account or the remainder taxes holding account are not pledged to the repayment of the Bonds.

Bond Fund

The Bond Fund is established under the Fiscal Agent Agreement as a separate fund to be held by the Fiscal Agent. Moneys in the Bond Fund will be held by the Fiscal Agent for the benefit of the City and the Owners of the Bonds, and shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below.

Flow of Funds for Payment of Principal and Interest. At least ten (10) business days before each Interest Payment Date or redemption date, the Fiscal Agent shall notify the Finance Director in writing as to the principal and premium, if any, and interest due on the Bonds on the next Interest Payment Date or redemption date (whether as a result of scheduled principal of and interest on the Bonds, optional redemption of the Bonds or a mandatory sinking fund redemption). On each Interest Payment Date or redemption date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, due and payable on the Bonds on such Interest Payment Date or redemption date. Notwithstanding the foregoing, amounts in the Bond Fund as a result of a transfer of the collections of delinquent Special Taxes will be immediately disbursed by the Fiscal Agent to pay past due amounts owing on the Bonds.

At least five (5) business days prior to each Interest Payment Date, the Fiscal Agent shall determine if the amounts then on deposit in the Bond Fund are sufficient to pay the debt service due on the Bonds on the next Interest Payment Date. If amounts in the Bond Fund are insufficient for such purpose, the Fiscal Agent promptly will notify the Finance Director by telephone (and confirm in writing) of the amount of the insufficiency.

If amounts in the Bond Fund are insufficient for the purpose set forth in the preceding paragraph with respect to any Interest Payment Date, the Fiscal Agent will do the following:

(i) Withdraw from the Additional Special Tax Reserve Fund, in accordance with the provisions of Fiscal Agent Agreement, to the extent of any funds or Permitted Investments therein, amounts to cover the amount of such Bond Fund insufficiency. Amounts so withdrawn from the Additional Special Tax Reserve Fund shall be deposited in the Bond Fund.

(ii) Withdraw from the 2022 Reserve Fund, in accordance with the provisions of the Fiscal Agent Agreement, to the extent of any funds (including the proceeds of any Qualified Reserve Account Credit Instrument held therein) or Permitted Investments therein, amounts to cover the amount of such Bond Fund insufficiency related to the 2023A Bonds and any 2022A Related Parity Bonds. Amounts so withdrawn from the 2022 Reserve Fund shall be deposited in the Bond Fund.

(iii) Withdraw from the reserve funds, if any, established under a Supplemental Agreement related to Parity Bonds that are not 2022A Related Parity Bonds, to the extent of any funds or Permitted Investments therein, amounts to cover the amount of such Bond Fund insufficiency related to such Parity Bonds. Amounts so withdrawn from the reserve fund shall be deposited in the Bond Fund.

If, after the foregoing transfers and application of such funds for their intended purposes, there are insufficient funds in the Bond Fund to make the payments provided for in the Fiscal Agent Agreement, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, if any, and then to payment of principal due on the Bonds by reason of sinking payments. See “Additional Special Tax Reserve Fund” below.

Special Tax Prepayments Account. Within the Bond Fund a separate account will be held by the Fiscal Agent, designated the “Special Tax Prepayments Account.” Moneys in the Special Tax Prepayments Account will be transferred by the Fiscal Agent to the Bond Fund on the next date for which notice of redemption of Bonds can timely be given under the Fiscal Agent Agreement and will be used (together with any amounts transferred for the purpose) to redeem Bonds on the redemption date selected in accordance with the Fiscal Agent Agreement.

2022 Reserve Fund

Upon issuance of the 2022A Bonds, the City established under the Fiscal Agent Agreement a 2022 Reserve Fund. The 2022 Reserve Fund is established for the benefit of the 2022A Bonds, the 2023A Bonds and any other 2022A Related Parity Bonds. Under the Fiscal Agent Agreement the 2022 Reserve Fund is to be funded at the 2022 Reserve Requirement.

“2022 Reserve Requirement” means the amount as of any date of calculation equal to the least of (a) Maximum Annual Debt Service on the 2022A Bonds, the 2023A Bonds and any other 2022A Related Parity Bonds, (b) 125% of average Annual Debt Service on the 2022A Bonds, the 2023A Bonds and any other 2022A Related Parity Bonds, and (c) 10% of the outstanding principal of the 2022A Bonds, the 2023A Bonds and any other 2022A Related Parity Bonds; provided, however:

(A) that with respect to the calculation of clause (c), the issue price of the 2022A Bonds, the 2023A Bonds or any other 2022A Related Parity Bonds excluding accrued interest shall be used rather than the outstanding principal amount, if (i) the net original issue discount or premium of the 2022A Bonds, the 2023A Bonds or any other 2022A Related Parity Bonds was less than 98% or more than 102% of the original principal amount of the 2022A Bonds, the 2023A Bonds or any other 2022A Related Parity Bonds and (ii) using the issue price would produce a lower result than using the outstanding principal amount;

(B) that in no event shall the amount calculated exceed the amount on deposit in the 2022 Reserve Fund on the date of issuance of the 2022A Bonds (if they are the only Bonds covered by the 2022 Reserve Fund) or the most recently issued series of 2022A Related Parity Bonds except in connection with any increase associated with the issuance of 2022A Related Parity Bonds; and

(C) that in no event shall the amount required to be deposited into the 2022 Reserve Fund in connection with the issuance of a series of 2022A Related Parity Bonds exceed the maximum amount under the Tax Code that can be financed with tax-exempt bonds and invested an unrestricted yield.

Upon issuance of the 2023A Bonds, the 2022 Reserve Requirement is expected to be satisfied as reflected in the table below:

2022 Reserve Requirement	\$
Balance in the 2022 Reserve Fund	\$
Deposit to the 2022 Reserve Fund from 2023A Bonds proceeds	\$
Total Deposited to the 2022 Reserve Fund	\$

Except as otherwise provided in the Fiscal Agent Agreement, all amounts deposited in the 2022 Reserve Fund will be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund and the Additional Special Tax Reserve Fund of the amount then required for payment of the principal of, and interest and any

premium on, the 2022A Bonds, the 2023A Bonds and any other 2022A Related Parity Bonds or, in accordance with the Fiscal Agent Agreement, for the purpose of redeeming 2022A Bonds, 2023A Bonds and any other 2022A Related Parity Bonds from the Bond Fund.

The City has the right at any time to direct the Fiscal Agent to release funds from the 2022 Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (i) a Qualified Reserve Account Credit Instrument, and (ii) an opinion of Bond Counsel stating that neither the release of such funds nor the acceptance of such Qualified Reserve Account Credit Instrument will cause interest on the 2022A Bonds, the 2023A Bonds or any other 2022A Related Parity Bonds the interest on which is excluded from gross income of the owners thereof for federal income tax purposes to become includable in gross income for purposes of federal income taxation. See APPENDIX C – “SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT” hereto.

Additional Special Tax Reserve Fund

Upon issuance of the 2022A Bonds, the City will establish under the Fiscal Agent Agreement an Additional Special Tax Reserve Fund. The Additional Special Tax Reserve Fund is established for the benefit of the Bonds. Under the Fiscal Agent Agreement the Additional Special Tax Reserve Fund is to be funded at the Additional Special Tax Reserve Requirement.

“Additional Special Tax Reserve Requirement” means (i) as of the Closing Date and continuing to October 1, 2024, an amount equal to \$652,770 and (ii) on October 1, 2024 and each October 1 thereafter prior to the Additional Special Tax Reserve Release Date, an amount equal to the Additional Special Tax Reserve Requirement as of the preceding October 1 increased by two percent (2%).

Upon issuance of the 2023A Bonds, the 2022 Reserve Requirement is expected to be satisfied by transfer of Special Taxes to the Additional Special Tax Reserve Fund.

Except as otherwise provided in the Fiscal Agent Agreement, moneys in the Additional Special Tax Reserve Fund will be used solely for the purpose of paying the principal of, and interest and any premium on the Bonds when due in the event that the amounts on deposit in the Bond Fund, or the Special Tax Fund are insufficient for such purpose. In such event, the Fiscal Agent will withdraw from the Additional Special Tax Reserve Fund the moneys necessary for the purpose of paying the principal of, and interest and any premium on the Bonds when due.

If the balance in the Additional Special Tax Reserve Fund is less than the Additional Special Tax Reserve Requirement, the Fiscal Agent will, as described in “- Special Tax Fund” above, transfer to the Additional Special Tax Reserve Fund from available moneys in the Special Tax Fund the amount needed to restore the amount of the Additional Special Tax Reserve Fund to the Additional Special Tax Reserve Requirement. If such available amounts in the Special Tax Fund are inadequate to restore the Additional Special Tax Reserve Fund to the Additional Special Tax Reserve Requirement, then the City will include the amount necessary to fully restore the Additional Special Tax Reserve Fund to the Additional Special Tax Reserve Requirement in the next annual Special Tax levy, subject to the Maximum Special Tax.

On each October 1, the Fiscal Agent will transfer the amount in the Additional Special Tax Reserve Fund that exceeds the Additional Special Tax Reserve Requirement to the Finance Director for application in accordance with the Fiscal Agent Agreement.

Amounts in the Additional Special Tax Reserve Fund in excess of the Additional Special Tax Reserve Requirement may be withdrawn for purposes of making rebate payments to the federal government to comply with the Fiscal Agent Agreement.

On the Additional Special Tax Reserve Release Date, the Fiscal Agent will transfer all amounts in the Additional Special Tax Reserve Fund to the Finance Director for application in accordance with the Fiscal Agent Agreement. See APPENDIX C – “SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT” hereto.]

Rate and Method of Apportionment of Special Taxes

The following is a brief summary of certain provisions of the Rate and Method. The summary is intended to provide an overview of the calculation and levy of the Facilities Special Tax. The Rate and Method also authorizes the levy of a Services Special Tax; however, under the terms of the Rate and Method, such Services Special Tax cannot be levied while the 2023A Bonds are outstanding. This summary does not purport to be comprehensive and reference should be made to the full Rate and Method attached hereto as Appendix B.

Certain Definitions. All capitalized terms not defined in this section have the meanings set forth in the Rate and Method attached hereto as Appendix B.

“Administrator” means the Director of the Office of Public Finance or his/her designee who shall be responsible for administering the Special Tax according to the Rate and Method.

“Developed Property” means, in any Fiscal Year, all Taxable Parcels for which a Building Permit was issued prior to June 30 of the preceding Fiscal Year, but not prior to January 1, 2015.

“Expected Taxable Property” means any Parcel within Improvement Area No. 2 that: (i) pursuant to the Development Approval Documents, was expected to be a Taxable Parcel, (ii) based on the Expected Land Uses and as determined by the Administrator, was assigned Expected Maximum Facilities Special Tax Revenues, and (iii) subsequently falls within one or more of the categories that would otherwise be exempt from the Special Tax as described under “*Exemptions to the Special Tax*” below.

“Facilities Special Tax Requirement” means the amount necessary in any Fiscal Year to: (i) pay principal and interest on Bonds that are due in the calendar year that begins in such Fiscal Year; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement, liquidity support and rebate payments on the Bonds, (iii) replenish reserve funds created for the Bonds under the Fiscal Agent Agreement to the extent such replenishment has not been included in the computation of the Facilities Special Tax Requirement in a previous Fiscal Year; (iv) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year; (v) pay Administrative Expenses; and (vi) pay directly for Authorized Expenditures, including park maintenance, Sea Level Rise Improvements, and capital reserves, in the priority set forth in the DDA Financing Plan, so long as such levy under clause (vi) does not increase the Facilities Special Tax levied on Undeveloped Property. Notwithstanding the foregoing, in any Fiscal Year in which any portion of a Developer Maintenance Payment is delinquent, the Maximum Facilities Special Tax shall be levied on Undeveloped Property until the amount collected from Undeveloped Property that is used to pay for park maintenance is equal to the aggregate amount of delinquent Developer Maintenance Payments. The amounts referred to in clauses (i) and (ii) of the definition of Facilities Special Tax Requirement may be reduced in any Fiscal Year by: (a) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against such costs pursuant to the Fiscal Agent Agreement; (b) in the sole and absolute discretion of the City, proceeds received by the CFD from the collection of penalties associated with delinquent Facilities Special Taxes; and (c) any other revenues available to pay such costs, each as determined in the sole discretion of the Administrator.

“Special Tax Requirement” means prior to the Transition Year, the Facilities Special Tax Requirement and, in and after the Transition Year, the Services Special Tax Requirement. Notwithstanding the foregoing, if there are any delinquent Facilities Special Taxes to be collected from a Parcel in or after the Transition Year, such delinquent Facilities Special Taxes shall continue to be levied against the Parcel in addition to the Services Special Tax Requirement for that Fiscal Year.

“Taxable Parcel” means any Parcel within Improvement Area No. 2 that is not exempt from the Special Tax pursuant to law or under “*Exemptions to the Special Tax*” below.

“Transition Event” shall be deemed to have occurred when the Administrator determines that either of the following events have occurred: (i) all Bonds secured by the levy and collection of Facilities Special Taxes in the District have been fully repaid, all Administrative Expenses from prior Fiscal Years have been paid or reimbursed to the City, and the Capital Reserve Requirement has been fully funded, or (ii) all Bonds secured by the levy and collection of Facilities Special Taxes in the District have been fully repaid, all Administrative Expenses from prior Fiscal Years have been paid or reimbursed to the City, and the Facilities Special Tax has been levied within Improvement Area No. 2 for one hundred (100) Fiscal Years.

“Transition Year” means the first Fiscal Year in which the Administrator determines that the Transition Event occurred in the prior Fiscal Year.

“Undeveloped Property” means, in any Fiscal Year, all Taxable Parcels that are not Developed Property, Vertical DDA Property, or Expected Taxable Property.

“Vertical DDA” means a disposition and development agreement between TICD and/or TIDA and a developer that governs the development of Vertical Improvements (as defined in the DDA) or a disposition and development agreement between TIDA and a developer that has a leasehold interest in property that is subject to the Public Trust, for a Taxable Parcel.

“Vertical DDA Property” means, in any Fiscal Year, any Parcel that is not yet Developed Property against which a Vertical DDA has been recorded, and for which the Developer or the Vertical Developer (as defined in the DDA) has, by June 30 of the prior Fiscal Year, notified the Administrator of such recording.

General. A Special Tax applicable to each Taxable Parcel in Improvement Area No. 2 shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount per square foot for the land use category of Taxable Parcel, as described below. All Taxable Parcels in the Improvement Area No. 2 shall be taxed for the purposes, to the extent, and in the manner provided in the Rate and Method, including property subsequently annexed to the Improvement Area No. 2. During the term of the 2023A Bonds, only the Facilities Special Tax shall be levied. See APPENDIX B – “RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” hereto. Each Fiscal Year, the Administrator is required to identify the current parcel numbers for all Taxable Parcels and determine: (i) whether each Taxable Parcel is Developed Property, Vertical DDA Property, Undeveloped Property, or Expected Taxable Property, (ii) within which Sub-Block each Assessor’s Parcel is located, (iii) for Developed Property, the Residential Square Footage, Commercial/Retail Square Footage, and/or Hotel Square Footage on each Parcel, (iv) for Residential Property, the Residential Product Type, number of Market Rate Units, Inclusionary Units, For-Sale Units, Rental Units, and Converted For-Sale Units, (v) whether there are any delinquent Developer Maintenance Payments, and (vi) the Special Tax Requirement for the Fiscal Year.

[Remainder of page intentionally left blank.]

Base Facilities Special Tax Rates. The following table sets forth the “Base Facilities Special Tax” for any Land Use Category and the per-square foot Facilities Special Tax for square footage within such Land Use Category, as provided in the Rate and Method. See APPENDIX B – “RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” hereto.

Table 1
Improvement Area No. 2 of the
City and County of San Francisco
Community Facilities District No. 2016-1
(Treasure Island)
Base Facilities Special Tax Rates per Taxable Square Foot

<u>Land Use Category</u>	<u>FY 2023-24</u> <u>Base Facilities</u> <u>Special Tax</u> ⁽¹⁾
Low-Rise Unit	\$7.05
Mid-Rise Unit	8.16
Tower Unit	9.35
Treasure Island Townhome Unit	6.19
Yerba Buena Townhome Unit	6.69
Rental Unit	3.21
Hotel Condominium	6.82
Commercial/Retail	1.73
Hotel	3.45

Source: Goodwin Consulting Group, Inc.

⁽¹⁾ Increase of 2% annually.

Special Tax Rates. The Rate and Method provides how the Special Tax Rates are determined generally based on a maximum tax rate per square foot that varies based on the land use category of the Parcel. See APPENDIX B – “RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” attached hereto.

Maximum Special Tax. Pursuant to the Rate and Method, the Administrator shall apply the steps set forth therein to determine the Maximum Special Tax for the next succeeding Fiscal Year for each Taxable Parcel in Improvement Area No. 2 based upon whether such Parcel is classified as Undeveloped Property, Vertical DDA Property, Developed Property or Expected Taxable Property. On each July 1, the Base Facilities Special Taxes, the Expected Maximum Facilities Special Tax Revenues and the Maximum Facilities Special Tax assigned to each Parcel in Improvement Area No. 2 shall be increased by 2% of the amount in effect in the prior Fiscal Year. For a discussion of changes to the Maximum Special Tax under the Rate and Method, see APPENDIX B – “RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” hereto.

Exemptions to the Special Tax. Under the Rate and Method, no Special Tax is to be levied on: (i) Public Property or Association Property, except Public Property or Association Property that is determined to be Expected Taxable Property or a Hotel Project, (ii) Authority Housing Lots or Inclusionary Units unless any such lots or units have been determined to be Expected Taxable Property, (iii) Parcels that are or are intended to be used as streets, walkways, alleys, rights of way, parks, or open space, and (iv) the Yerba Buena Officers Quarters.

Levy of the Special Tax. For each Fiscal Year, the Administrator shall calculate the Special Tax Requirement and levy Facilities Special Taxes on all Taxable Parcels in accordance with the following steps:

Step 1: In all Fiscal Years prior to and including the earlier of: (i) the Fiscal Year in which the City or TIDA makes a finding that all Qualified Project Costs have been funded pursuant to the DDA Financing Plan, or (ii) 42 years after the 2023A Bonds were issued for Improvement Area No. 2, the Maximum Special Tax shall be levied on all Parcels of Developed Property regardless of debt service on Bonds (if any), and any Remainder Special Taxes collected shall be applied as set forth in the DDA Financing Plan.

In all Fiscal Years after the earlier of: (i) the Fiscal Year in which the City or TIDA makes a finding that all Qualified Project Costs have been funded pursuant to the DDA Financing Plan, or (ii) 42 years after the 2023A Bonds were issued for Improvement Area No. 2, the Special Tax shall be levied Proportionately on each Parcel of Developed Property, up to 100% of the Maximum Special Tax for each Parcel of Developed Property until the amount levied is equal to the Special Tax Requirement.

Step 2: If additional revenue is needed after Step 1 in order to meet the Special Tax Requirement after Capitalized Interest has been applied to reduce the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Vertical DDA Property, up to 100% of the Maximum Special Tax for each Parcel of Vertical DDA Property for such Fiscal Year.

Step 3: If additional revenue is needed after Step 2 in order to meet the Special Tax Requirement after Capitalized Interest has been applied to reduce the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property, up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property for such Fiscal Year.

Step 4: If additional revenue is needed after Step 3 in order to meet the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Expected Taxable Property, up to 100% of the Maximum Special Tax for each Parcel of Expected Taxable Property.

Capital Reserve Requirement. The Rate and Method requires the establishment of a reserve for the Treasure Island Project as a whole for public improvements to ensure that shoreline, public facilities, and public access improvements will be protected due to potential sea level rise at the perimeters of Treasure Island and Yerba Buena Island – “Sea Level Rise Improvements.” The target funding amount for the reserve is \$250 million in Fiscal Year 2016-17 dollars, escalating, on each July 1, by the lesser of (i) the increase, if any, in the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose region (base years 1982-1984=100) published by the Bureau of Labor Statistics of the United States Department of Labor, or, if such index is no longer published, a similar escalator that is determined by TIDA and the City to be appropriate, and (ii) five percent. Special Tax revenues will be deposited in the capital reserve after debt service on the Bonds has been paid [and the 2022 Reserve Fund has been maintained in the amount of the 2022 Reserve Requirement], and after the earliest to occur of (i) full reimbursement of TICD for qualified project costs and (ii) 2064. Moneys in the reserve are intended to address future potential capital needs related to sea level rise, and are not intended to pay for the near-term infrastructure that will support development of taxable parcels in Improvement Area No. 2, and they are not available to pay debt service on the Bonds. See “SPECIAL RISK FACTORS – Sea Level Changes and Flooding” herein.

Covenant for Superior Court Foreclosure

General. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in the Superior Courts of the State to foreclose

any lien therefor. In such action, the real property subject to the Special Taxes may be sold at a judicial foreclosure sale. The ability of the City to foreclose the lien of delinquent unpaid Special Taxes may be limited in certain instances and may require prior consent of the property owner in the event the property is owned by or in receivership of the Federal Deposit Insurance Corporation (the “FDIC”) or other similar federal agencies. See “SPECIAL RISK FACTORS – Bankruptcy and Foreclosure” and “SPECIAL RISK FACTORS – Tax Delinquencies.” Such judicial foreclosure proceedings are not mandatory.

There could be a default or a delay in payments to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of foreclosure sale proceeds, if any, and subsequent transfer of those proceeds to the City. Special Taxes may be levied on all property within Improvement Area No. 2 up to the maximum amount permitted under the Rate and Method to provide the amount required to pay debt service on the Bonds, however, the Special Tax levy on property used for private residential purposes may not increase by more than 10% above the amount that would have been levied in that Fiscal Year as a consequence of delinquencies or defaults by the owners of any other parcels in Improvement Area No. 2.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy in which to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived, the judgment creditor is entitled to interest on the revived judgment and any liens extinguished by the sale are revived as if the sale had not been made (Section 701.680 of the Code of Civil Procedure of the State of California).

Covenant to Foreclose. Under the Act, the City covenants in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will order, and cause to be commenced as provided in the Fiscal Agent Agreement, and thereafter diligently prosecute to judgment (unless such delinquency is theretofore brought current), an action in a Superior Court of the State to foreclose the lien of any Special Tax or installment thereof not paid when due as provided in the following two paragraphs. The Finance Director shall notify the City Attorney of any such delinquency of which the Finance Director is aware, and the City Attorney shall commence, or cause to be commenced, such proceedings.

On or about June 30 of each Fiscal Year, the Finance Director shall compare the amount of Special Taxes theretofore levied in Improvement Area No. 2 to the amount of Special Tax Revenues theretofore received by the City, and:

(A) ***Individual Delinquencies.*** If the Finance Director determines that any single parcel subject to the Special Tax in Improvement Area No. 2 is delinquent in the payment of two installments of Special Taxes for Developed Property consisting of a Residential Unit and one installment for all other Taxable Parcels, then the Finance Director must send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 45 days of such determination, and (if the delinquency remains uncured) foreclosure proceedings will be commenced by the City within 90 days of such determination. Despite the requirement in the prior sentence, the Finance Director may defer any such actions with respect to a delinquent parcel if (1) Improvement Area No. 2 is then participating in the Teeter Plan, or equivalent procedure, (2) [the amount in the 2022 Reserve Fund is at least equal to the 2022 Reserve Requirement] and (3) the amount in the reserve account for any Parity Bonds that are not 2022A Related Parity Bonds is at least equal to the required amount.

(B) ***Aggregate Delinquencies.*** If the Finance Director determines that the total amount of delinquent Special Tax for the prior Fiscal Year for the entire Improvement Area No. 2 (including the total of delinquencies under subsection (A) above), exceeds 5% of the total Special Tax due and payable for the prior Fiscal Year, the Finance Director must notify or cause to be notified property owners who are then

delinquent in the payment of Special Taxes (and demand immediate payment of the delinquency) within 45 days of such determination, and shall commence foreclosure proceedings within 90 days of such determination against each parcel of land in Improvement Area No. 2 with a Special Tax delinquency.

The Finance Director and the City Attorney, as applicable, are authorized to employ counsel to conduct any such foreclosure proceedings. The fees and expenses of any such counsel (including a charge for City staff time) in conducting foreclosure proceedings are an Administrative Expense.

No Obligation of the City Upon Delinquency

If a delinquency occurs in the payment of any Special Taxes, the City is under no obligation to transfer any funds of the City, other than Special Tax Revenues, into the Special Tax Fund or any other funds or accounts under the Fiscal Agent Agreement for the payment of the principal of or interest on the Bonds. Similarly, the City is under no obligation to levy any tax, other than the Special Tax, for the payment of the principal of or interest on the Bonds. See “SECURITY FOR THE BONDS – Covenant for Superior Court Foreclosure,” for a discussion of the City’s obligation to foreclose Special Tax liens upon delinquencies, “SECURITY FOR THE BONDS – 2022 Reserve Fund,” for a discussion of the 2022 Reserve Fund securing the 2022A Bonds, the 2023A Bonds or any other 2022A Related Parity Bonds and “SECURITY FOR THE BONDS – Additional Special Tax Reserve Fund,” for a discussion of the Additional Special Tax Reserve Fund securing the Bonds.

Parity Bonds

The 2022A Bonds were previously issued under the Fiscal Agent Agreement. The 2023A Bonds will be the second series of Bonds issued under the Fiscal Agent Agreement. The City covenants under the Fiscal Agent Agreement that the principal amount of the 2022A Bonds, the 2023A Bonds and any future Parity Bonds shall not exceed \$278.2 million (although Parity Bonds that constitute refunding bonds under the Act will not count against this \$278.2 million limit). The City may issue Parity Bonds on behalf of the District with respect to Improvement Area No. 2, subject to the conditions set forth in the Fiscal Agent Agreement. TI Series 1 anticipates requesting the issuance of approximately \$[] million in additional Parity Bonds over the next five years based on the expected maximum special tax revenues from future development in Improvement Area No. 2.

The City may issue Parity Bonds under a Supplemental Agreement entered into by the City and the Fiscal Agent. Any such Parity Bonds, to the extent provided in the Fiscal Agent Agreement, shall be secured by a lien on the Special Tax Revenues and funds pledged for the payment of the Bonds under the Fiscal Agent Agreement on a parity with all other Bonds Outstanding under the Fiscal Agent Agreement. The City may issue such Parity Bonds, on a parity basis with the 2023A Bonds, subject to the following specific conditions precedent:

(A) *Compliance.* Following issuance of the Parity Bonds, the City shall be in compliance with all covenants set forth in the Fiscal Agent Agreement and all Supplemental Agreements, and issuance of the Parity Bonds shall not cause the City to exceed Improvement Area No. 2’s \$278.2 million limitation on debt.

(B) *Same Payment Dates.* The Supplemental Agreement providing for the issuance of such Parity Bonds shall provide that interest thereon shall be payable on Interest Payment Dates, and principal thereof shall be payable on September 1 in any year in which principal is payable on the Parity Bonds (provided that there shall be no requirement that any Parity Bonds pay interest on a current basis).

(C) *Reserve Funds.* The Supplemental Agreement providing for issuance of the Parity Bonds shall provide for one of the following:

(i) a deposit to the 2022 Reserve Fund in an amount necessary such that the amount deposited therein shall equal the 2022 Reserve Requirement following issuance of the Parity Bonds;

(ii) a deposit to a reserve account for the Parity Bonds (and such other series of Parity Bonds identified by the City) in an amount defined in such Supplemental Agreement, as long as such Supplemental Agreement expressly declares that the Owners of such Parity Bonds will have no interest in or claim to the 2022 Reserve Fund and that the Owners of the Bonds covered by the 2022 Reserve Fund will have no interest in or claim to such other reserve account; or

(iii) no deposit to either the 2022 Reserve Fund or another reserve account as long as such Supplemental Agreement expressly declares that the Owners of such Parity Bonds will have no interest in or claim to the 2022 Reserve Fund or any other reserve account. The Supplemental Agreement may provide that the City may satisfy the reserve requirement for a series of Parity Bonds by the deposit into the reserve account established pursuant to such Supplemental Agreement of an irrevocable standby or direct-pay letter of credit, insurance policy, or surety bond issued by a commercial bank or insurance company as described in the Supplemental Agreement.

(D) *Value.* The Improvement Area No. 2 Value shall be at least three (3) times the sum of: (i) the aggregate principal amount of all Bonds then Outstanding, plus (ii) the aggregate principal amount of the series of Parity Bonds proposed to be issued, plus (iii) the aggregate principal amount of any fixed assessment liens on the Taxable Parcels in Improvement Area No. 2, plus (iv) a portion of the aggregate principal amount of any and all other community facilities district bonds then outstanding and payable at least partially from special taxes to be levied on Taxable Parcels within Improvement Area No. 2 (the "Other District Bonds") equal to the aggregate outstanding principal amount of the Other District Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other District Bonds on Taxable Parcels within the Improvement Area No. 2, and the denominator of which is the total amount of special taxes levied for the Other District Bonds on all parcels of land against which the special taxes are levied to pay the Other District Bonds, in each case based upon information from the most recent available Fiscal Year.

"Improvement Area No. 2 Value" means the estimated market value, as of the date of the appraisal described below and/or the date of the most recent City real property tax roll, as applicable, of all Taxable Parcels in Improvement Area No. 2 and not delinquent in the payment of any Special Taxes then due and owing, including with respect to such nondelinquent Taxable Parcels the value of the then existing improvements and any facilities to be constructed or acquired with any amounts then on deposit in the Improvement Fund and with the proceeds of any proposed series of Parity Bonds, as determined with respect to any parcel or group of parcels by reference to (i) an appraisal with a date of value within six (6) months of the date of issuance of any proposed Parity Bonds by an MAI appraiser selected by the City, or (ii) in the alternative, the assessed value of all such nondelinquent Taxable Parcels as shown on the then current City real property tax roll available to the Finance Director. It is expressly acknowledged in the Fiscal Agent Agreement that, in determining the Improvement Area No. 2 Value, the City may rely on an appraisal to determine the value of some or all of the Taxable Parcels in Improvement Area No. 2 and/or the most recent City real property tax roll as to the value of some or all of the Taxable Parcels in Improvement Area No. 2. Neither the City nor the Finance Director shall be liable to the Owners, the Original Purchaser or any other person or entity in respect of any appraisal provided for purposes of this definition or by reason of any exercise of discretion made by any such appraiser pursuant to this definition.

“TIDA Parcel” means a parcel owned by TIDA that is subject to an LDDA (as defined in the Rate and Method) with a term of twenty (20) years or more that is leased to a developer and that is subject to the Special Taxes under the RMA. As of the date of this Official Statement, there are no TIDA Parcels in Improvement Area No. 2 and none are expected.

(E) *Coverage.* An independent financial consultant shall certify:

(i) for each Fiscal Year after issuance of the Parity Bonds, the maximum amount of the Special Taxes that may be levied on the Qualifying Taxable Parcels for such Fiscal Year under the Ordinance, the Fiscal Agent Agreement and any Supplemental Agreement less estimated Administrative Expenses for each respective Fiscal Year, shall be at least 110% of the total Annual Debt Service of the then Outstanding Bonds and the proposed Parity Bonds for each Bond Year that commences in each such Fiscal Year.

For purposes of clause (i) above, “Qualifying Taxable Parcel” means, as of the date of the Officer’s Certificate required by paragraph (F) below, a Taxable Parcel that (i) is not delinquent in the payment of Special Taxes and (ii) has a Taxable Parcel Value that is at least two (2) times the sum of: (w) the portion of the aggregate principal amount of all Bonds then Outstanding that is allocable to such Taxable Parcel, plus (x) the portion of the aggregate principal amount of the series of Parity Bonds proposed to be issued that is allocable to such Taxable Parcel, plus (y) the aggregate principal amount of any fixed assessment liens on such Taxable Parcel, plus (z) the portion of the applicable principal amount of any and all Other District Bonds that is allocable to such Taxable Parcel. For purposes of the definition of Qualifying Taxable Parcel, the portion of the aggregate principal amount of any Bonds, Parity Bonds or Other District Bonds allocable to each Qualifying Taxable Parcel shall be an amount equal to the aggregate principal amount of such Bonds, proposed Parity Bonds or Other District Bonds multiplied by a fraction, the numerator of which is the maximum amount of special taxes that could be levied on such Taxable Parcel to pay for the Bonds, proposed Parity Bonds or Other District Bonds in the next Fiscal Year that begins after issuance of the proposed Parity Bonds and based on the assumptions that (A) the proposed Parity Bonds have been issued, (B) the special taxes will be levied to pay debt service on the proposed Parity Bonds, (C) the special taxes will be levied in the next Fiscal Year based on Expected Land Uses (as defined in the Rate and Method) on the date that the City Council approves the issuance of the proposed Parity Bonds or such other date prior to the issuance of the Parity Bonds selected by the Finance Director and the assumption that the property constitutes Developed Property (as defined in the Rate and Method) and (D) there is no capitalized interest, and the denominator of which is the total of the maximum amount of special taxes that could be levied on all Taxable Parcels in Improvement Area No. 2 or other district to pay for the Bonds, Parity Bonds or Other District Bonds in such fiscal year and based on such assumptions.

“Taxable Parcel Value” means the estimated market value, as of the date of the appraisal described below and/or the date of the most recent City real property tax roll, as applicable, of a Taxable Parcel, including with respect to such Taxable Parcel the value of the then existing improvements and any facilities to be constructed or acquired with any amounts then on deposit in the Improvement Fund or with the proceeds of any proposed series of Parity Bonds, as determined by reference to (i) an appraisal with a date of value within six (6) months of the date of issuance of any proposed Parity Bonds by an MAI appraiser (the “Appraiser”) selected by the City, or (ii) in the alternative, the assessed value of such Taxable Parcel as shown on the then current City real property tax roll available to the Finance Director. In determining the Taxable Parcel Value, the City may rely on an appraisal to determine the value of a Taxable Parcel and/or the most recent City real property tax roll.

(ii) in the event Special Taxes are prepaid under the Act and applied in accordance with the Fiscal Agent Agreement, the Special Taxes that may be levied for each Fiscal Year after the prepayment under the Ordinance, the Fiscal Agent Agreement and any Supplemental Agreement less estimated Administrative Expenses for each respective Fiscal Year will be at least 110% of the Annual Debt Service payable with respect to the remaining Outstanding Bonds and the proposed Parity Bonds for each Bond Year that commences in each such Fiscal Year.

For the purpose of calculating the Special Taxes that may be levied for each Fiscal Year after issuance of the Parity Bonds under this subsection (E)(ii), the City shall not include the Special Taxes that may be levied on any parcel of Taxable Property that is delinquent in the payment of Special Taxes on the date of the Officer's Certificate required by subsection (F) below.

"Bond Year" means the one-year period beginning on September 2nd in each year and ending on September 1 in the following year.

(F) *Certificates.* The City shall deliver to the Fiscal Agent an Officer's Certificate certifying that the conditions precedent to the issuance of such Parity Bonds set forth in subsections (A), (B), (C), (D), and (E) above have been satisfied.

Notwithstanding the foregoing, the City may issue Refunding Bonds as Parity Bonds without the need to satisfy the requirements of clauses (D) or (E) above, and, in connection therewith, the Officer's Certificate in clause (F) above need not make reference to clauses (D) and (E).

"Refunding Bonds" means bonds issued by the City for the District with respect to Improvement Area No. 2, the net proceeds of which are used to refund all or a portion of the then Outstanding Bonds; provided that the principal and interest on the Refunding Bonds to their final maturity date is less than the principal and interest on the Bonds being refunded to their final maturity date, and the final maturity of the Refunding Bonds is not later than the final maturity of the Bonds being refunded.

The City is not prohibited from issuing any other bonds or otherwise incurring debt secured by a pledge of the Special Tax Revenues subordinate to the pledge under the Fiscal Agent Agreement.

FORMATION OF THE DISTRICT AND IMPROVEMENT AREA NO. 2

On December 6, 2016, the Board of Supervisors adopted Resolution No. 506-16 stating its intent to form the District, Improvement Area No. 1 and a Future Annexation Area under the Act. The resolution was signed by the Mayor on December 16, 2016. Also, on December 6, 2016, the Board of Supervisors adopted Resolution No. 510-16, in which it declared its intention to incur indebtedness on behalf of the District in an aggregate amount not to exceed \$5 billion. The resolution was signed by the Mayor on December 16, 2016. As described below, of the \$5 billion, up to \$278.2 million of indebtedness may be issued for Improvement Area No. 2.

On January 24, 2017, after holding a noticed public hearing, the Board of Supervisors adopted Resolution Nos. 8-17 and 9-17, forming the District and, subject to approval by the qualified electors, approving the levy of special taxes within Improvement Area No. 1 and for improvement areas designated in the future (such as Improvement Area No. 2) according to the applicable rate and method of apportionment and indebtedness in an amount not to exceed \$5 billion (including \$250 million for Improvement Area No. 1 indebtedness) and approving a \$90 million annual appropriation limit for Improvement Area No. 1. The Mayor signed these resolutions on February 3, 2017. These resolutions also approved a streamlined process, through a unanimous approval of property owners, for future annexations into District improvement areas from the Future Annexation Area.

Ordinance No. 22-17 adopted by the Board of Supervisors on January 31, 2017, provides for the levy of special taxes (the “Ordinance”) in accordance with the applicable rate and method of apportionment, including special taxes within improvement areas within the District to be designated in the future, such as the Special Taxes in Improvement Area No. 2. The Mayor signed the Ordinance on February 9, 2017.

On April 13, 2020, TI Series 1, LLC (as owner at the time) submitted a unanimous approval of annexation into the District of the parcels in the Future Annexation Area that comprise Sub-Blocks B1, C2.2, C2.3, C2.4 and C3.4, which parcels now form Improvement Area No. 2, as well as the maximum amount of indebtedness for Improvement Area No. 2 of \$278.2 million, the rate and method of apportionment of special tax for Improvement Area No. 2 (defined herein as the Rate and Method), and the initial appropriations limit for Improvement Area No. 2 of \$76 million.

On May 15, 2020, a Notice of Special Tax Lien was recorded against the property in Improvement Area No. 2 as Instrument No. 2020-K931696-00 (the “Notice of Special Tax Lien”). The Notice of Special Tax Lien establishes the lien of special taxes pursuant to the Rate and Method against all of the property in Improvement Area No. 2.

While additional Board of Supervisors approval was not required to effect the actions contemplated by the unanimous approval, on September 22, 2020, the Board of Supervisors adopted Resolution No. 410-20 (together with Resolution 8-17, the “Resolution of Formation”), pursuant to which the City confirmed and ratified (i) the annexation into Improvement Area No. 2 of the parcels specified in the unanimous approval, (ii) the maximum indebtedness amount of \$278.2 million for Improvement Area No. 2 indebtedness, (iii) the Rate and Method and (iv) a \$76 million annual appropriation limit for Improvement Area No. 2. The Mayor signed Resolution No. 410-20 on September 25, 2020. See “SECURITY FOR THE BONDS” herein and APPENDIX B – “RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

Only the property in Improvement Area No. 2 is subject to the Special Tax that secures payment on the Bonds. Land within the Future Annexation Area may be annexed into the District and become subject to a special tax only with the unanimous approval of the owner or owners of each parcel or parcels at the time of annexation into the District. The Future Annexation Area encompasses the entirety of the Islands other than Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3.

Property owners may annex their property into Improvement Area No. 2 or another improvement area established in the District according to the procedures described in the Resolution of Formation. The City does not anticipate annexing any portion of the Future Annexation Area into Improvement Area No. 2. *Special taxes levied in each improvement area in the District will secure only bonds issued for that respective improvement area. In other words, special taxes levied on property outside of the boundaries of Improvement Area No. 2 are not and will not be security for the 2023A Bonds. Similarly, Special Taxes levied in Improvement Area No. 2 will not be available to pay for bonds issued by the City for the District with respect to other improvement areas.*

THE CITY

General. The City is the economic and cultural center of the San Francisco Bay Area and northern California. The limits of the City encompass over 93 square miles, of which 49 square miles are land, with the balance consisting of tidelands and a portion of the San Francisco Bay (previously defined as the “Bay”). Silicon Valley is about a 40-minute drive to the south and the Napa and Sonoma “wine country” is about an hour’s drive to the north. As of January 1, 2023, the State estimates the City’s population to be 831,703,

among the largest in the country. See APPENDIX A – “DEMOGRAPHIC INFORMATION REGARDING THE CITY AND COUNTY OF SAN FRANCISCO” hereto.

The City benefits from a broad economic base, anchored by major technology companies such as Salesforce Inc., Uber Technologies Inc., Accenture and Cisco Systems Inc. In addition, the City is near Silicon Valley, a region regarded as a global center for technology and innovation. San Francisco has historically ranked among the highest average income counties in the country. The City is served by two major airports: San Francisco International Airport and Oakland International Airport. There are multiple universities located in or near the City, such as University of California, Berkeley, Stanford University, University of San Francisco, San Francisco State University, University of California, San Francisco and UC Law San Francisco.

Continuing Impact of COVID-19 Pandemic and Other Factors on San Francisco Economy. Beginning in late winter 2020, the City faced significant negative impacts resulting from the global COVID-19 pandemic and efforts to contain it. While public health restrictions have been loosened or eliminated in response to positive public health data on COVID-19, economic conditions have not fully recovered. Housing affordability, homelessness and crime, which have posed challenges in urban areas like the City in recent years, may also negatively impact economic activities.

The impacts on the City’s economy have been material and in many cases adverse. The pandemic and recent economic conditions have resulted in a decline in population, reductions in tourism and disruption of the local economy, widespread business closures, business relocations out of the City and job cuts by many tech companies. A recent forecast from the State’s Department of Finance indicates that the City’s population is likely to remain below 2020 levels through 2060.

As of June 2023, hotel revenue was at about 75% of 2019 levels. Domestic and international enplanements were also below pre-pandemic levels. A large-scale return to workplaces has yet to materialize, which is also reflected in continued low transit ridership to workplace centers in the City.

In addition, the pandemic negatively impacted values in certain segments of the real estate market. The City’s office vacancy rate topped 30% as of the third quarter of 2023. The downtown office market has been particularly impacted. Additionally, the City’s housing market also remains sluggish, with condo prices falling faster in San Francisco than statewide. Apartment rents, however, have grown, surpassing the national growth rate, with vacancy rates under 6% as of July 2023, though rents remain below 2019 levels. Building permits for single and multifamily homes in 2022 numbered near 2020 levels, which was a ten-year low, with permits in 2023 issuing at an even slower annualized pace through June.

Recent economic conditions in the City also reflect periods of increasing interest rates driven by Federal Reserve rate-setting actions aimed at mitigating inflation.

See “SPECIAL RISK FACTORS – Real Estate Investment Risks” and “ – Public Health Emergencies” herein.

THE TREASURE ISLAND PROJECT

TI Series 1 has provided the following information with respect to the Treasure Island Project. No assurance can be given by the City that all information is complete. The City has not independently verified this information and assumes no responsibility for its accuracy or completeness. No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner. See the section of this Official Statement captioned “SPECIAL RISK FACTORS” for a discussion of certain risk

factors which should be considered, in addition to the other matters set forth herein, in evaluating an investment in the 2023A Bonds. Since the ownership of the parcels is subject to change, the development plans outlined below may not be continued by the subsequent owner if the parcels are sold, although development by any subsequent owner may be subject to the DA and DDA (as such terms are defined below) and will be subject to the policies and requirements of the City. No assurance can be given that the plans or projections detailed below will actually occur. If the development of the property is not completed, or is not completed in a timely manner, there could be an adverse effect on the payment of Special Taxes, which, in turn, could result in the inability of the District to make full and punctual payments of debt service on the 2023A Bonds.

Overview

The property in Improvement Area No. 2 is part of the larger Treasure Island Project. The Treasure Island Project encompasses approximately 461 acres on Yerba Buena Island and Treasure Island, two adjacent islands (the “Islands”) located in the middle of the San Francisco Bay between downtown San Francisco and the City of Oakland, accessible by automobiles via the San Francisco-Oakland Bay Bridge.

Yerba Buena Island is a naturally occurring island that serves as the midpoint of the San Francisco-Oakland Bay Bridge, and hosts an active U.S. Coast Guard station and a former U.S. Army Base. Treasure Island, in contrast, is a man-made island built by the United States Government in the 1930s that was originally intended to serve as an airport for San Francisco but was repurposed to serve as a U.S. Naval Station from 1941 until its closure in 1997. The two Islands are connected via a causeway.

The Treasure Island Project is generally planned to include up to 8,000 residential units, up to approximately 140,000 square feet of new commercial and retail space, adaptive reuse of certain historic buildings with up to 311,000 square feet of commercial/flex space, up to 500 hotel rooms, up to approximately 100,000 square feet of office space, 290 plus acres of open space, 22 miles of walking/biking paths, playing fields, a marina, and a ferry terminal.

Improvement Area No. 2 includes approximately 5.22 gross acres of the approximately 461 acres of the Treasure Island Project, with the remainder, approximately 455 acres, included within Improvement Area No. 1 (created at formation of the District), Improvement Area No. 3 (created on February 8, 2021), or property identified as Future Annexation Area.

Only the property in Improvement Area No. 2 that is subject to the levy of Special Taxes will serve as security for the 2023A Bonds. The information below is intended to provide the overall context of the entire Treasure Island Project, of which Improvement Area No. 2 is a part.

History

Treasure Island is an artificial island that was constructed of bay sand in the years 1936 and 1937 and was the site of the Golden Gate International Exposition held between February 18, 1939 and September 29, 1940 (the “Exposition”). The Exposition celebrated the ascendancy of California and San Francisco as economic, political, and cultural forces in the increasingly important Pacific region. Treasure Island was intended to become an airport for the City, but with World War II looming, Treasure Island became a U.S. Naval Station in 1941 (previously defined as “Naval Station Treasure Island” or “NSTI”). During World War II, NSTI was used as a center for receiving, training, and dispatching service personnel. After World War II, it was used primarily as a naval training and administrative center.

In 1867, the U.S. Army (the “Army”) established a post on the northeastern side of Yerba Buena Island adjacent to present day Clipper Cove. In the 1890s, the Army built a small torpedo station complex

on the island; one building, the Torpedo Depot, remains. The Army maintained a small base on the island until 1960. In 1898, the Navy also established a training station on Yerba Buena Island; after 1923, it operated as a receiving station for servicemen returning from overseas assignments.

Base Closure. In 1993, Congress selected NSTI for closure and disposition by the Base Realignment and Closure Commission. The Department of Defense subsequently designated the City, and later TIDA, as the local reuse authority responsible for the conversion of NSTI under the federal disposition process. In July 1996, after an extensive community planning effort, the City's Mayor, Board of Supervisors, Planning Commission, and the Citizens Reuse Committee unanimously endorsed a Draft Reuse Plan (previously defined as the "Reuse Plan") for NSTI to serve as the basis for the preliminary redevelopment plan for NSTI. The Board of Supervisors authorized the creation of TIDA in 1997 to serve as the entity responsible for the reuse and development of NSTI, and TIDA was incorporated in January 1998. The Board of Supervisors designated TIDA as a redevelopment agency with powers over NSTI under the Treasure Island Conversion Act of 1997 in Resolution No. 43-98, dated February 6, 1998. After completion of a competitive master developer selection process, TIDA and TICD entered into the Exclusive Negotiating Agreement dated as of June 1, 2003, as amended and restated in September 2005, as further amended in July 2006, March 2008, February 2010, and June 2011. The 2006 Development Plan was adopted by all necessary parties and the Development Plan and Term Sheet were updated in 2010 and approved unanimously by the TIDA Board and the Board of Supervisors.

Navy Remediation and Transfer. In 2011, TIDA and the City certified an Environmental Impact Report and approved the Treasure Island Project entitlements, including the DDA, a General Plan Amendment, adoption of Planning Code Section 749.72 that established the Treasure Island/Yerba Buena Island Special Use District (previously defined as the "TI/YBI SUD"), a Design for Development (previously defined as "D4D") that established design standards and guidelines, and a Development Agreement vesting those entitlements.

In 2014, the United States of America, acting by and through the Navy, and TIDA entered into an Economic Development Conveyance Memorandum of Agreement (as amended and supplemented from time to time and previously defined as the "Conveyance Agreement") that governs the terms and conditions for the transfer of NSTI from the Navy to TIDA. Under the Conveyance Agreement, the Navy must convey NSTI to TIDA in phases after the Navy has completed environmental remediation and issued a finding of suitability to transfer for specified parcels of NSTI or portions thereof. Several parcels of land on Treasure Island remain under federal ownership to allow completion of environmental remediation activities by the Navy. The Navy is legally required to complete all of its environmental remediation obligations, including radiological cleanup, prior to transferring these remaining parcels to TIDA. The Navy's environmental remediation program is separate from the Treasure Island Project. The Navy remediates hazardous materials to standards consistent with applicable Federal laws governing base closure prior to transfer to TIDA.

The first conveyance occurred in early 2015 and included all of the Navy's property on Yerba Buena Island, most of the Navy-owned submerged lands around the Islands, and much of the southern portions of Treasure Island. As of September 1, 2023, the Navy has made five separate conveyances to TIDA, including all of the property within Improvement Area No. 2.

Trust Exchange. Treasure Island includes lands subject to the public trust (the "Public Trust"), a common law doctrine that has been developed primarily through case law and interpretations of law by the California State Lands Commission and Attorney General. The Public Trust effectively acts as a type of zoning by limiting the permitted uses of lands subject to the Public Trust. Uses of Public Trust lands are generally limited to waterborne commerce, navigation, fisheries, water-oriented recreation, including commercial facilities that must be located on or adjacent to water, and environmental preservation and recreation, such as natural resource protection, wildlife habitat and study, and facilities for fishing,

swimming, and boating. Ancillary or incidental uses that promote Public Trust uses or accommodate public enjoyment of Public Trust lands are also permitted, such as hotels, restaurants and specialty retail. Residential and general office uses are generally not permitted uses on Public Trust lands.

To enable economic redevelopment, the California Legislature authorized a reconfiguration of the Public Trust whereby the Public Trust would be removed from certain portions on Treasure Island and added to certain portions of Yerba Buena Island. This Public Trust reconfiguration was authorized through the Treasure Island Public Trust Exchange Act (the “Exchange Act”) and implemented through a trust exchange agreement (the “Trust Exchange Agreement”) between TIDA and the California State Lands Commission (“SLC”). Pursuant to the Trust Exchange Agreement, in 2015, TIDA and SLC engaged in a series of concurrent quitclaim deed and patent conveyances whereby areas to be impressed with the Public Trust (referred to as “Trust Lands”) were patented to TIDA by SLC subject to the Public Trust, and areas where the Public Trust was to be removed (referred to as “Trust Termination Lands”) were patented to TIDA by SLC free of the Public Trust.

Subdivision Mapping Process. The TICD Developer (as defined herein) has filed and will file additional Tentative Transfer Map applications (“TTM”) encompassing various Sub-Phases within Major Phases (see discussion under “ – Land Transfer and Mapping Parcels” for a description of Major Phase 1), to allow for the processing of multiple phased final transfer maps. The final transfer maps establish transfer parcels within the development blocks of each Sub-Phase, and transfer parcels on Trust Termination or Non-Trust Lands may be transferred by TIDA to the TICD Developer upon Sub-Phase Approval and once these lands have gone through the trust exchange. Phases 1 and 2 of the trust exchange were completed in 2015 and 2020, respectively. Consistent with the Treasure Island/Yerba Buena Island Subdivision Regulations, these transfer parcels may be used for financing purposes, including as collateral to support construction lending, but they do not include any development rights.

As contemplated under the DDA and following the approval of the applicable transfer map, various subdivision maps have been and are being processed to establish development lots on these lands. Lots established on Trust Termination Lands or Non-Trust Lands may be held in fee simple and are available for private residential, commercial, and mixed-use development in accordance with the D4D. In collaboration with TIDA, subdivision lots may also be established on Trust Lands to facilitate arrangements including ground leases to facilitate economic development on such lands and structures (e.g., historic buildings) while maintaining the Public Trust restrictions.

Opportunity Zone. The Opportunity Zones program was established by Congress in the Tax Cut and Jobs Act in 2017 as an innovative approach to spurring long-term private sector investments in low-income urban and rural communities nationwide. The program establishes a mechanism that enables investors with capital gains tax liabilities across the country to receive favorable tax treatment for investing in Opportunity Zones that are certified by the U.S. Treasury Department. Those incentives include temporary deferral of capital gains that are reinvested in qualified opportunity zones, a step up in basis for investments held in qualified opportunity funds, as well as other benefits. The Opportunity Funds use the capital invested to make equity investments in businesses and real estate in Opportunity Zones designated by each state. Treasure Island and Yerba Buena Island are both designated as Opportunity Zones and, although the project has not benefited to date, the project may directly or indirectly benefit from the added incentive the programs offered to investors to invest in future multifamily buildings or businesses.

TICD and the Treasure Island Project

TICD is the master developer of the Treasure Island Project. TICD is a joint venture, the members in which are (i) a joint venture (“TIH”) comprised of a subsidiary of Lennar Corporation (“Lennar”) and a subsidiary of Poly (USA) Real Estate Development Corporation, as a non-managing, third-party member,

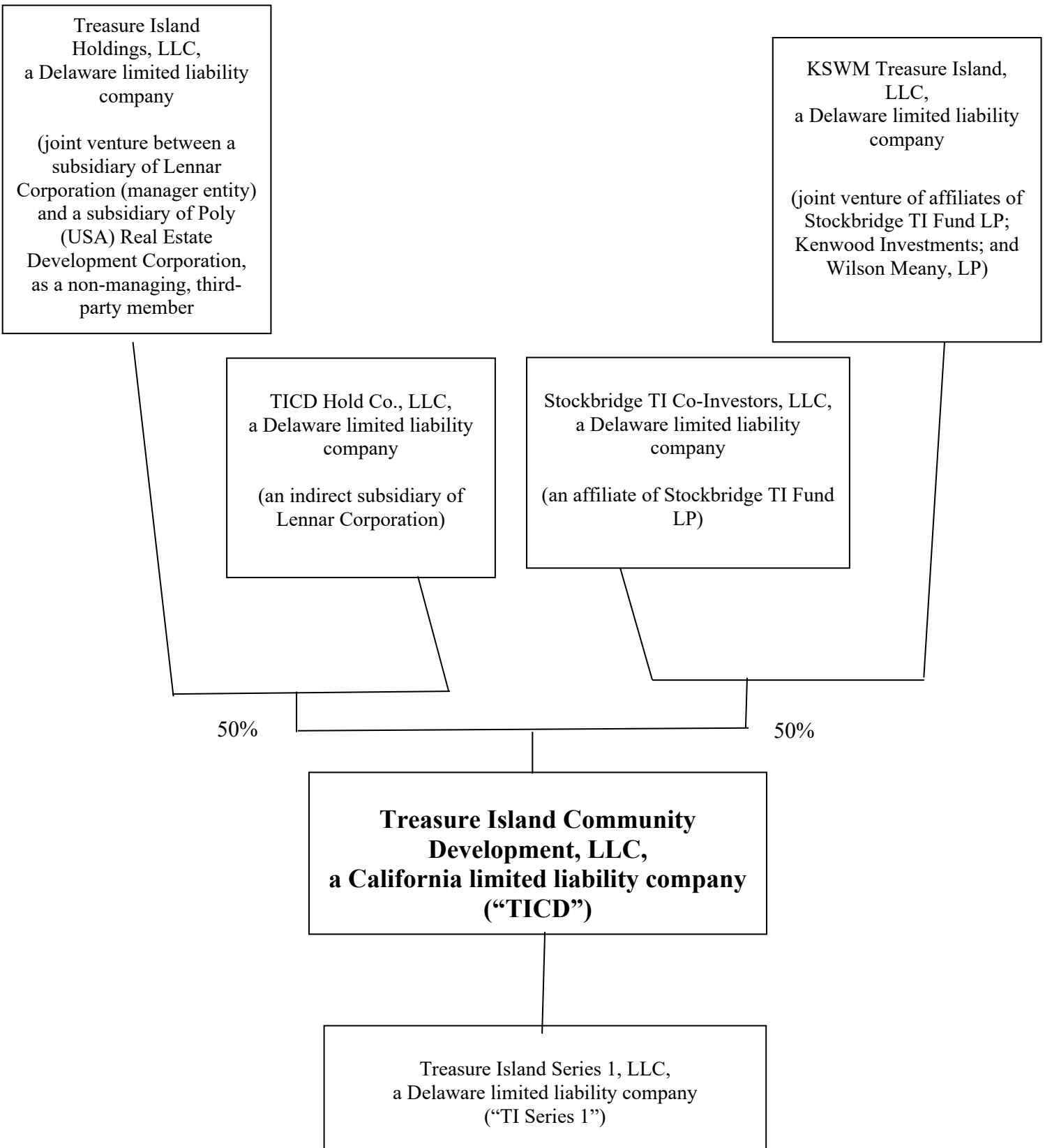
(ii) an indirect subsidiary of Lennar (“TICD Hold Co”), (iii) a joint venture (“KSWM”) comprised of affiliates of Stockbridge TI Fund LP (collectively, “Stockbridge”), Kenwood Investments (“Kenwood”) and Wilson Meany (“Wilson Meany”) and (iv) an affiliate of Stockbridge (“SBTI”). TIH and TICD Hold Co. together own a fifty percent (50%) membership interest in TICD, and KSWM and SBTI together own a fifty percent (50%) membership interest in TICD. The responsibility for establishing the policies and operating procedures with respect to the business and affairs of TICD and for making all decisions as to all matters which TICD has authority to perform is vested in an Executive Committee, which is comprised of representatives of KSWM and of TIH (all of which are Lennar employees), with equal power given to the KSWM and TIH representatives. Wilson Meany, on behalf of KSWM, and Lennar, on behalf of TIH, are co-managing members of TICD, charged with conducting the business of TICD on a day-to-day basis. TICD’s subsidiary, Treasure Island Development Group, LLC (“TIDG”), leads many of the day-to-day activities of the Project under the direction of TICD’s co-managing members (Wilson Meany, on behalf of KSWM, and Lennar, on behalf of TIH). Each of Wilson Meany and Lennar are deeply experienced in such projects, with seasoned and highly qualified personnel managing their respective roles in the Treasure Island Project, and TIDG’s team is also deeply experienced and highly qualified. Third party investors in Stockbridge and TIH hold limited and customary major decision approval rights related to certain high-level policies of TICD. Capital for the development of the Project is to come from the proceeds of land sales, debt financing, and reimbursements from public financing sources (including CFD and IRFD). In addition, to the extent that TICD does not have capital in the amount or at the times required for budgeted expenses of the Project, TICD’s co-managing members (Wilson Meany, on behalf of KSWM, and Lennar, on behalf of TIH) have the right to call capital of TICD’s members, and the members are obligated to timely contribute their respective pro rata shares. The members of TICD are subject to customary and significant remedies in the event that they do not contribute such capital, and the other members are permitted to put in capital in the event that another member does not do so. See the organization chart on the following page. In addition, see the caption “ - KSWM Litigation” below for a discussion of the litigation between Kenwood and entities of Stockbridge and Wilson Meany.

From time to time, TICD has admitted new members in connection with additional capital needs for the project. In one such instance, in 2016, Stockbridge TI Co-Investors, LLC was admitted as a direct member to TICD in proportion to its capital contributions. At the same time, Stockbridge admitted a new, limited partner investor in its ownership structure, an affiliate of CITIC Capital Holdings Limited (“CITIC Capital”). CITIC Capital is an alternative investment management and advisory company. The firm manages over \$17 billion USD of capital through its multi-asset class platform covering private equity, real estate, structured investment and finance, asset management, and special situations.

As originally envisioned, TICD was going to sell property to builders to develop the property. As TICD sought to market the property to builders and developers, TICD found that the market would be more receptive for the land at the pricing being sought if it were to show “proof of concept.” To do this, TICD’s members determined to have affiliated entities acquire the land in the first phase of the project to build the vertical improvements. All acquisitions were at market prices and in compliance with the DDA which has direction on how internal purchases can be made. For example, the DDA requires that an appraisal must be commissioned and various approvals are required from various agencies prior to a sale.

Both of the actions in the prior two paragraphs took place without objection from any of the members of TICD, including Kenwood.

[Remainder of page intentionally left blank.]



Lennar Corporation – As previously defined in this Official Statement, “Lennar” is Lennar Corporation, which is based in Miami, Florida. Founded in 1954, Lennar completed its initial public offering in 1971 and listed its common stock on the New York Stock Exchange in 1972. Lennar’s Class A and Class B common stock are listed on the New York Stock Exchange under the symbols “LEN” and “LEN.B.” respectively. Lennar is one of the largest homebuilders in the United States based on home sales revenues and net earnings, and operates under a number of brand names, including Lennar Homes and U.S. Home. Lennar primarily develops residential communities both within the Lennar family of builders and through consolidated and unconsolidated partnerships in which Lennar maintains an interest.

Lennar is subject to the informational requirements of the Exchange Act and in accordance therewith files reports, proxy statements and other information with the SEC. Such filings, particularly the Annual Report on Form 10-K and its most recent Quarterly Report on Form 10-Q, set forth, among other things, certain data relative to the consolidated results of operations and financial position of Lennar and its consolidated subsidiaries as of such dates.

The SEC maintains a website that contains reports, proxy and other information statements and other information regarding registrants that file electronically with the SEC, including Lennar. The address of such website is www.sec.gov. All documents filed by Lennar pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes.

Copies of Lennar’s Annual Report and related financial statements, prepared in accordance with generally accepted accounting standards, are available from Lennar’s website at www.lennar.com.

The foregoing internet addresses and references to filings with the SEC are included for reference only, and the information on such internet sites and on file with the SEC are not a part of this Official Statement and are not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such sites. Lennar is not obligated to advance funds for construction or development or to pay ad valorem property taxes or the Special Taxes, and investors should not rely on the information and financial statements contained on such internet sites in evaluating whether to buy, hold or sell the 2023A Bonds.

Stockbridge – Headquartered in San Francisco, Stockbridge is an SEC-registered real estate investment adviser, specializing in U.S.-based opportunities. As of June 30, 2023, Stockbridge and its affiliates have approximately \$33.7 billion of gross assets under management on behalf of a variety of investor types, such as U.S. public and corporate retirement plans, sovereign wealth funds, foreign family offices and foundations and 130 professionals in three offices in San Francisco, Atlanta and Chicago. The Stockbridge senior management team has an average of more than 30 years of real estate industry experience and an average tenure of more than 10 years at the firm.

Wilson Meany – San Francisco-based developer with offices in San Francisco and Los Angeles, Wilson Meany employs over 35 professionals. Wilson Meany specializes in urban in-fill development and in delivering real estate solutions that address regional growth challenges and revitalize urban areas. Wilson Meany is known for place-making, historic renovation, innovative technology, sustainability, and public/private partnerships. Well-known Bay Area projects of this developer include the Ferry Building, 140 New Montgomery, 1595 Pacific Avenue, The Exploratorium, and the large, mixed-use Bay Meadows project (and an associated community facilities district) in San Mateo. Stockbridge and Wilson Meany have a 23-year track record of partnering on large, mixed-use development projects in coastal California, both as horizontal developers and vertical builders.

Kenwood – For over twenty years, Kenwood Investment’s focus has been on real estate development, land entitlement, media, tourism and hospitality projects. Kenwood Investments is based in San Francisco and has a track record of developing extraordinary projects that augment the cultural fabric of the California community. Notable projects include Aquarium of the Bay, Wing & Barrel Ranch, and the Sacramento Kings Arena.

Poly (USA) Real Estate Development Corporation – See “IMPROVEMENT AREA NO. 2 - Ownership of Property in Improvement Area No. 2” for additional information regarding Poly (USA) Real Estate Development Corporation and its affiliates.

Treasure Island Project Development Plan

The Treasure Island Project is designed to provide a new, high-density, mixed-use community with a variety of housing types, a retail core, open space and recreation opportunities, on-site infrastructure, and public and community facilities and services. There are expected to be up to approximately 8,000 residential units; up to approximately 140,000 square feet of new commercial and retail space; adaptive reuse of three specified historic buildings with up to 311,000 square feet of commercial/flex space; approximately 100,000 square feet of new office space; up to 500 hotel rooms; approximately 290 acres of parks and open space; bicycle, transit, and pedestrian facilities; a ferry terminal and intermodal transit hub; and new and/or upgraded public services and utilities, including a new or upgraded wastewater treatment plant. In addition to the adaptive reuse of those three historic buildings on Treasure Island there is also an opportunity to adaptively reuse nine other historic buildings and four garages on Yerba Buena Island.

Development Entitlement; TIDA-TICD Dispute; Negotiations Regarding Dispute and Other Matters

The Treasure Island Project is carried out by TICD in accordance with the Disposition and Development Agreement between TIDA and TICD, dated as of June 28, 2011 (as amended from time to time, the “DDA”) and the Development Agreement between the City and TICD dated as of June 28, 2011 (as amended from time to time and previously defined as the “DA”), and related Treasure Island Project approvals (including the Mitigation Monitoring and Reporting Program adopted by TIDA and the City in reliance on the Treasure Island/Yerba Buena Island Environmental Impact Report, the D4D, and the TI/YBI SUD). These documents control the overall design, development and construction of the Treasure Island Project and all infrastructure and improvements, including the permitted uses on the Treasure Island Project Site, the required infrastructure and community benefits, the density and intensity of uses, the maximum height and size of buildings, the number of allowable parking spaces and all mitigation measures required in order to eliminate or mitigate any materially adverse environmental impacts of the Treasure Island Project.

As discussed above, the Treasure Island Project is carried out by TICD in accordance with the DDA and the DA, and related Treasure Island Project agreements (collectively, the “Project Agreements”). The Project Agreements and related approvals control the overall design, development and construction of the Treasure Island Project and all infrastructure and improvements. The Treasure Island Project, as a complex, phased development of horizontal infrastructure and vertical development, requires coordination among TICD, TIDA and the various agencies of the City to map, permit, inspect, and construct the Treasure Island Project, and transfer to the City completed public infrastructure.

In the course of implementing the Treasure Island Project, disagreements have arisen between TICD on the one hand and TIDA and the City on the other.

Budget Disputes. The DDA obligates TICD to pay certain costs incurred by City departments (“City Costs”), certain TIDA costs to the extent there are annual budgetary shortfalls (“Authority Costs”), and certain agreed-upon developer subsidies, which include certain costs for open space, transportation, community facilities, authority housing, school improvements, ramps/viaducts, fill, and job training programs (“Developer Subsidies”). TICD has questioned the appropriateness and amount of City Costs and Authority Costs, and whether costs are being appropriately tracked and credited against TICD’s payment obligations under the Project Agreements specifically for Developer Subsidies. The City and TIDA have asserted that the City Costs and Authority Costs invoiced to TICD are appropriate.

TICD has paid all invoiced and due City Costs and Authority Costs, to date, but paid the Fiscal Year 2020-21 Authority Costs of approximately \$2.1 million under protest, and has argued that some of these costs should be credited against the defined Developer Subsidies. The aggregate amount of such invoiced costs was approximately \$7.9 million in Fiscal Year 2020-21 and \$3.8 million for Quarters 1, 2 and 3 of Fiscal Year 2021-22. Additional Authority Costs have not been invoiced in the interim period to date. Certain City Costs have been generated and invoiced to TICD in the interim to date, but TIDA has not received any disputes or questions related to such invoiced City Costs.

TICD has not delivered to TIDA a formal notice of default under the Project Agreements pertaining to this dispute over the City and Authority Costs (collectively, the “Budget Disputes”). On April 8, 2022, TICD filed a government claim under California Government Code section 900 et seq. (the “Government Claims Act”) pertaining to the Budget Disputes to preserve its rights under the Project Agreements and applicable law.

Permit Disputes. TICD has also raised additional concerns from time to time regarding the time and manner in which the City has processed and conditioned the Treasure Island Project’s permits and maps, and the scope, timing and acceptance of public infrastructure (collectively, the “Permit Disputes”). TICD claims that because of construction cost inflation, the pandemic and the City and TIDA’s period to review permits and permit costs, the Treasure Island Project’s total projected costs have increased from \$1.5 billion to \$2.5 billion and the time period for construction of the project has been extended. TICD has not sent to TIDA or the City a notice of default under the Project Agreements for the Permit Disputes, nor has it filed a government claim under the Government Claims Act pertaining to the Permit Disputes.

Negotiations Related to Dispute. The parties have met regularly to discuss the respective parties’ concerns regarding the Budget Disputes and Permit Disputes. The discussions include, among other things, improved budgeting and permitting processes to manage costs and minimize schedule impacts, processes to limit changes to the Project’s basis of design, processes to resolve certain budget disagreements, processes and potential changes to timing of when certain public facilities such as the new elementary school and fire and police station will be delivered, and funding sources to address the unintended increases in project costs that are not the fault of TICD or TIDA. Dialogue on these subjects is continuing.

TICD has informed TIDA and the City that it believes the parties’ issues can be resolved amicably without resort to litigation. Consequently, there is no litigation pending, or currently threatened, against the Project, Improvement Area No. 2 or any of the underlying Project Agreements known to TICD, TIDA or the City at this time. However, TICD has informed the City and TIDA that it reserves the right to initiate such litigation, and to seek any and all appropriate legal and equitable remedies (e.g., specific performance, money damages, and/or rescission) if circumstances change.

In connection with any future claims, TICD might seek recovery of all or a portion of the costs incurred by TICD under the Project Agreements, including the Initial Project Costs. Although the City and TIDA believe that TICD is prevented from recovering damages (including costs) under the Project Agreements, no assurance can be given by TIDA or the City that the Budget Disputes and the Permit

Disputes will be resolved through negotiations. If TICD were to file a lawsuit arising out of the disputed matters, no assurance can be given that the remedies that TICD might seek would not have an adverse impact on the Treasure Island Project. However, the City, TIDA, and TICD believe that the validity of the pledges of tax increment under the Facilities Indenture and the Housing Indenture would not be affected by any such claims or recovery. While the Project Agreements afford TICD effectively the right but not the obligation to develop the balance of the Treasure Island Project beyond Improvement Area No. 2, TICD and TI Series 1 have confirmed that, as of the date of this Official Statement, they are actively proceeding with development of the Treasure Island Project in accordance with the terms and requirements of the DDA, and, at this time, have no plans to cease such development. See “RISK FACTORS – Real Estate Investment Risk.”

Horizontal infrastructure in the Improvement Area No. 2 is substantially complete. See “IMPROVEMENT AREA NO. 2 – Infrastructure Development and Financing Plan.” **Neither TIDA, the City nor the Underwriter make any assurance that development of the remainder of the Treasure Island Project will be completed or that the plans or projections detailed herein or in the Fiscal Consultant Report will actually occur.** See “RISK FACTORS - Real Estate Investment Risks” herein.

Land Transfer and Mapping Process

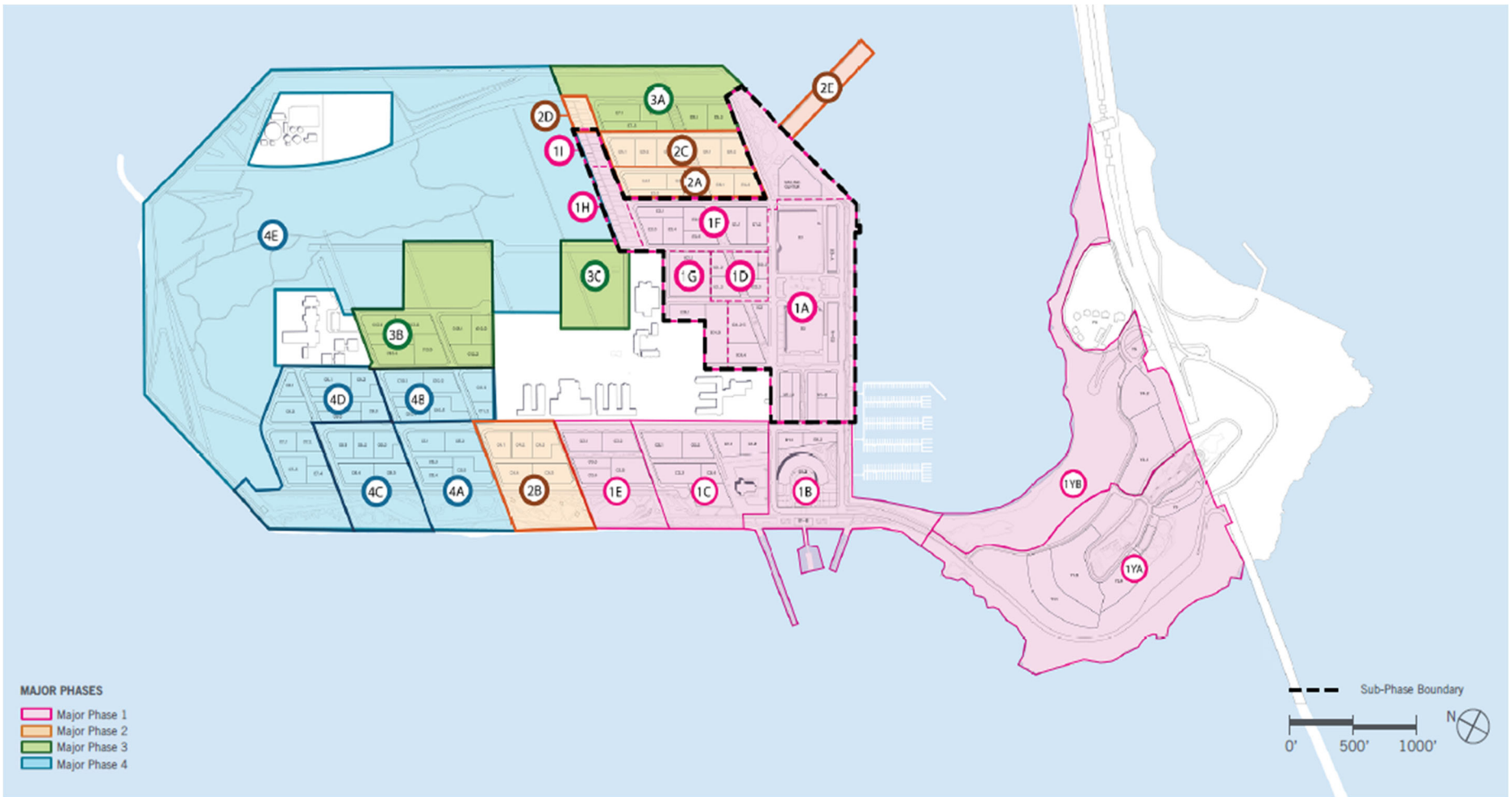
Treasure Island Project Phasing. The Treasure Island Project has been divided into four Major Phases and, within each Major Phase, various Sub-Phases. Subject to the terms and conditions of the DDA, TIDA will convey development blocks within the Treasure Island Project owned or acquired by TIDA from the Navy to TICD or a phase developer selected by TICD (herein, the entity actually developing the property, whether TICD or a phase developer, shall be referred to as the “TICD Developer”).

TIDA’s approval of each Major Phase Application is required before, or concurrently with, its consideration of and grant of a Sub-Phase Approval for any Sub-Phase in that Major Phase. Such approval is based on established development requirements (e.g., development requirements under the DDA, the DA, and Vertical DDAs) and cannot be denied if those requirements are satisfied. Major Phase 1, which is comprised of eight Sub-Phases shown in pink on the diagram below, was approved by the TIDA Board in May 2015.

The TICD Developer expects to file and process at least one Tentative Subdivision Map application (“TSM”) for each Sub-Phase within Major Phase 1 to allow for the processing of multiple phased Final Subdivision Maps that will establish vertical development parcels within each Sub-Phase. Each TSM is also expected to be followed by phased Final Subdivision Maps as well as Final Subdivision Maps that vertically subdivide airspace to accommodate separate financing or ownership of separate uses or portions thereof within the buildings.

The following graphic shows the Major Phases and the boundary delineation of the Sub-Phases. Improvement Area No. 2 is located entirely within Sub-Phase 1B, Sub-Phase 1C and Sub-Phase 1E.

[Remainder of page intentionally left blank.]



Initial Phase Approvals and Land Transfers

TIDA approved the Major Phase 1 Application and the Sub-Phase Applications 1 and 2 for Sub-Phases 1YA, 1YB, 1B, 1C, and 1E in 2015. Major Phase 1 includes approximately 3,500-plus residential units, approximately 103 acres of parks, and a ferry terminal to support ferry service between Treasure Island and San Francisco. Horizontal construction work has begun on Treasure Island and Yerba Buena Island.

- Sub-Phases 1YA and 1YB (Yerba Buena Island) encompass all of the Treasure Island Project lands on Yerba Buena Island other than the TIDA-retained historic buildings and garages. On February 22, 2016, TI Series 1 acquired from TIDA Sub-Blocks 1Y, 3Y, and 4Y. Subsequently, Sub-Blocks 1Y, 3Y and 4Y were sold to merchant builders. Sub-Block 2Y is owned by TIDA, subject to the Public Trust. Hilltop Park, Beach Park and open space are part of these Sub-Phases but TIDA retains ownership of these public lands. On July 10, 2020, TIDA transferred two small areas of land on Yerba Buena Island to YBI Phase 1 Investors. This transfer followed a parcel boundary adjustment with the State to remove these areas of land from the trust in order to accommodate redesigned private infrastructure. This transfer included land within Sub-Phase 1YB. The Sub-Blocks located within Sub-Phases 1YA and 1YB are what comprise Improvement Area No. 1.
- Sub-Phases 1B, 1C and 1E (Treasure Island) encompass much of the southwestern portion of Treasure Island. On February 22, 2016, TIDA conveyed to TI Series 1 certain development blocks within Sub-Phases 1B, 1C and 1E. TIDA retained leasehold and public property that will be developed by TICD Developer within these Sub-Phases including Building 1, the Building 1 Plaza, Marina Plaza, Clipper Cove Promenade 1, Cityside Waterfront Park 1, Cultural Park, Cityside Waterfront Park 2 and various streets within these Sub-Phases. Improvement Area No. 2 and Improvement Area No. 3 are also located within Sub-Phases 1B, 1C and 1E.
- Sub-Phases 1A, 1D, 1F, 1G, 1H and 1I (Treasure Island) encompass most of the remaining southern-middle portion of Treasure Island. On September 4, 2019, Treasure Island Series 2, LLC (“TI Series 2”) – a wholly-owned subsidiary of TICD – acquired certain development parcels within Sub-Phase 1A. Certain other development parcels within Sub-Phase 1A and the rest of these Sub-Phases are expected to be transferred at a later date. On December 31, 2020, TIDA conveyed to TI Series 2 certain additional lots within Sub-Phase 1A for development.

TICD, through one or more TICD Developers, anticipates developing each phase of the Treasure Island Project following acquisition of the phase from TIDA, as provided in the DDA and DA. If acquired, TICD, through one or more TICD Developers, anticipates developing the property in four Major Phases, as described in the DA.

The infrastructure improvements and fees required for the total development of the Treasure Island Project are estimated to cost approximately \$2.46 billion, as of September 1, 2023. As of September 1, 2023, TICD and TICD Developers have expended approximately \$711 million on such costs (including the costs of Improvement Area No. 2), and they expect to spend the remainder of such costs over the next 15 years.

The first residential project in Improvement Area No. 1 on Yerba Buena Island, a 124-unit condominium building called the Bristol, began construction in June 2019 and opened in June 2022. As of September 1, 2023, the developer understands that approximately 36% of the units at the Bristol have sold to home buyers. Construction has begun on the first phase of the next residential project in Improvement Area No. 1, known as the Residences.

The first residential project within Improvement Area No. 2, Isle House, broke ground in July 2022. Construction commenced for “Hawkins” and “Portico” in September 2022 and October 2022, respectively. See “IMPROVEMENT AREA NO. 2.”

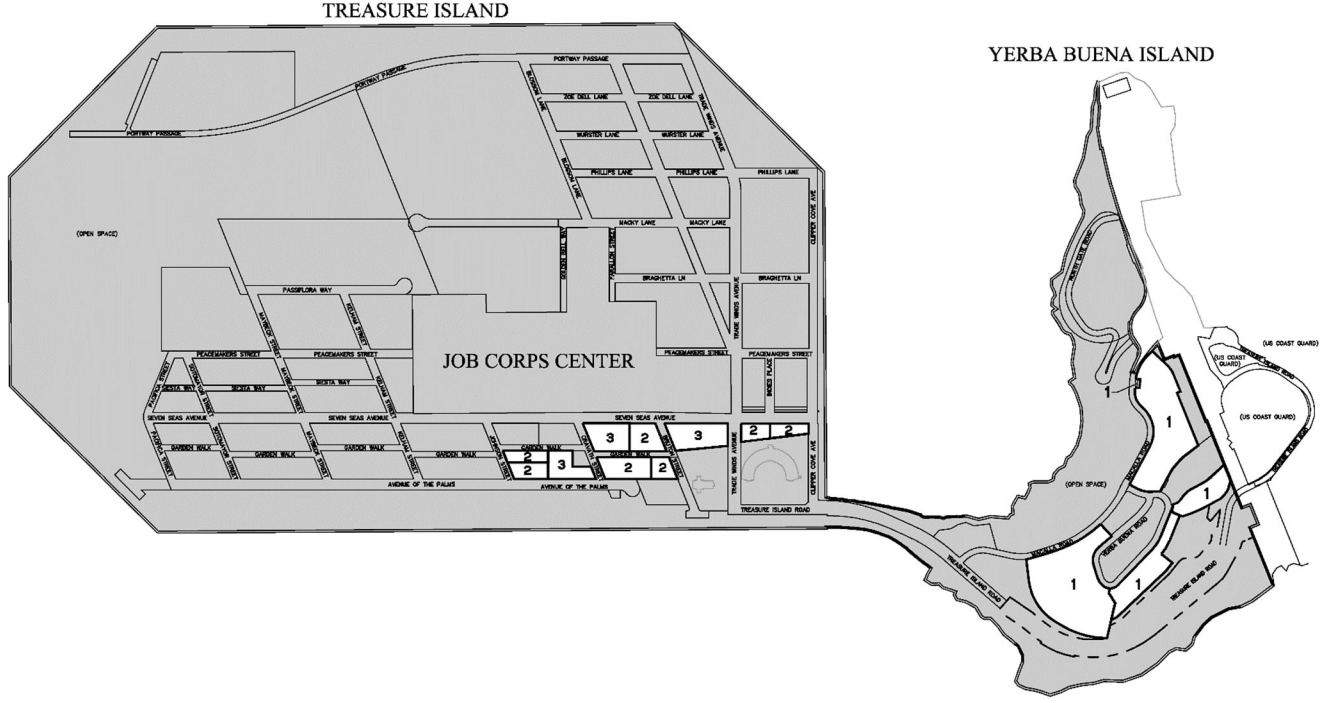
Sales of the two remaining lots to merchant builders of property owned by TI Series 1 within Improvement Area No. 3 has not yet begun. The Sub Phase 1A street improvement plan and subdivision map review with the City continues with the latest City review comments received in May 2023; demolition of structures, isolation of utilities, and geotechnical ground improvement in this area began in late 2021 and is nearing completion, with new utility construction expected to begin in early 2025.

The first residential project on Treasure Island (located outside of the District), a 105-unit, 100% affordable building developed by Chinatown Community Development Center in partnership with Swords to Plowshares called Maceo May Apartments, broke ground in the fall of 2020 and opened in May 2023.

Set forth below is a map showing Improvement Area No. 2 (the areas marked with “2”), as well as Improvement Area No. 1 (the areas marked with “1”) and Improvement Area No. 3 (the areas marked with “3”). While the map below shows other areas on the Islands, special taxes levied on property outside of the boundaries of Improvement Area No. 2 are not and will not be security for the 2023A Bonds.

[Remainder of page intentionally left blank.]

CONSOLIDATED BOUNDARY MAP OF
 CITY AND COUNTY OF SAN FRANCISCO
 COMMUNITY FACILITIES DISTRICT NO. 2016-1
 (TREASURE ISLAND)
 CITY AND COUNTY OF SAN FRANCISCO
 STATE OF CALIFORNIA
 TAXES LEVIED BY THIS DISTRICT MAY BE USED TO PAY FOR
 CLEANUP OF HAZARDOUS SUBSTANCES



Improvement Area No. 1, Improvement Area No. 3 and other areas and buildings outside of Improvement Area No. 2 do not provide security for the 2023A Bonds.

Acquisition Agreement

In connection with the formation of the District, TICD, the City, and TIDA entered into an Acquisition and Reimbursement Agreement (Treasure Island/Yerba Buena Island), dated as of March 8, 2016 (as it may be amended from time-to-time, the “Acquisition Agreement”). Pursuant to the Acquisition Agreement, the City will purchase from TICD certain capital improvements and finance certain development impact fees for the construction of capital improvements (referred to herein as the “Authorized Improvements”). However, the City’s obligation under the Acquisition Agreement will be funded solely from the sources identified in the Acquisition Agreement, which include (but are not limited to) the Special Taxes levied in Improvement Area No. 2 and the net proceeds of bonds issued for Improvement Area No. 2. The net proceeds of the 2023A Bonds, certain investment earnings thereon and the Special Tax are also expected to be sufficient to fund a portion, but not all, of the Authorized Improvements.

Treasure Island Amenities

The Treasure Island Project includes the development of up to 200,000 square feet of retail space plus 100,000 square feet of commercial space. Most of this space will be in new and rehabilitated historic structures in the “Island Center” neighborhood east of the transportation hub and Administration Building. Treasure Island currently is home to several businesses that will serve residents and their guests, including The Island Market grocery store with two locations, Mersea and Aracely restaurants, Woods Brewery, and Winery SF. However, TICD recognizes that the first residents will desire certain additional amenities to entice them to make the decision to move to the newly developing community. With this in mind, TICD is investing in improvements to existing buildings and available open spaces that can provide space for the most important resident serving businesses. These include expanded grocery offerings, additional restaurants, pharmacy, and an urgent care medical clinic. The Administration Building, Quarters 10, the Chapel/Cultural Park, and the future Hotel Parcel C2-H are all being studied for potential to host commercial space on an interim basis until the Island Center district can be built and occupied. In addition, the residential buildings in Improvement Area No. 2 contain approximately 8,000 square feet of ground floor retail space that can be home to new commercial businesses that will serve residents.

In addition to commercial space noted above, the Community Facilities Plan includes a number of planned community-serving facilities, including a new school, a community center, childcare centers, a police and fire station, new sports fields, an urban farm, an environmental education center, space for the Treasure Island Museum, and a pad for the Treasure Island Sailing Center. The Community Facilities Plan further describes these uses, and the DDA describes the developer’s community facilities funding obligations. No assurance is given that these planned amenities will be constructed as planned.

Transportation Planning

The transportation plan for the Treasure Island Project is integral to the DDA and the project EIR. The relevant document is the Treasure Island Transportation Implementation Program, or “TITIP.” The TITIP goals are to encourage walkability, bikeability, and transit use, while discouraging auto use. The TITIP is overseen by the Treasure Island Mobility Management Agency (“TIMMA”), a transportation agency formed specifically for the Treasure Island Project. The San Francisco County Transportation Agency has been designated to act as the TIMMA.

The Transportation Program consists of new services, including a ferry to downtown San Francisco, new AC Transit bus service to Oakland, enhanced MUNI bus service to San Francisco, and an on-island

shuttle. Revenues to support the program will come from fare box recovery, parking charges on Treasure Island, a mandatory transit pass program for new residents, a new auto toll, and subsidies from TICD defined in the TITIP and the DDA. All parking is to be charged, and revenues from public parking meters and future garages (but not resident parking garages) will support the transportation program.

A new “congestion pricing” auto toll will charge drivers for each auto trip to and/or from Treasure Island. The toll is integral to the project EIR. TIMMA is evaluating pricing structures as of the third quarter of 2023, and anticipates installing infrastructure in the future to allow for toll collection.

The DDA requires that each new market rate household purchase one transit pass, paid through HOA dues for condo projects and rental fees for rental buildings. Additional passes can be purchased if more than one household member desires a pass.

Under the DDA, TICD is responsible for the following contributions to the Transportation Program:

- Construction of the ferry terminal (completed).
- Construction of the street and bike network.
- Construction of parking garages (future phases).
- Purchase of up to 9 buses for use in the East Bay bus service: five initially, and the balance as needed but no earlier than the occupancy of the 5,000th new residential unit.
- Purchase up to 4 buses for use in the on-island shuttle service, procurement and specifications as mutually agreed between TICD, TIDA, and shuttle operator.
- Provision of a subsidy of \$1.8 million to TIDA as matching funds for the purchase of 6 Muni buses.
- Establishment of a “bicycle library,” up to a maximum expenditure of \$110,000.
- Provision of an Operating Subsidy - \$30 million, with a maximum \$4 million in any year, with an additional \$5 million if after completion of the 4,000th unit the transit mode share is 50% or less.

Currently, the Treasure Island Project is served by San Francisco MUNI line 25, with stops at the Administration Building/Ferry Terminal, the existing residential neighborhoods, and adjacent to the Job Corps Campus. Service is generally on 15-minute intervals on weekdays and evenings, with 20-30 minute intervals on weekends and overnight hours. In the future, MUNI service will be limited to the transit hub area of Treasure Island with service to new neighborhoods provided by the island shuttle.

TICD has established a privately-managed ferry service that launched on March 1, 2022 so that water transportation is available for the first new residents of The Bristol on Yerba Buena Island. The service runs from the new Treasure Island ferry terminal to the San Francisco Ferry Building, with approximately 16 daily round-trips. Frequency is approximately 30-minute intervals during commute hours and hourly in the afternoons and evenings. This service is expected to run until the full TIMMA program is ready to commence with ferry service provided by a public operator such as WETA, which is expected to launch in [2024 or 2025].

KSWM Litigation

There is an ongoing lawsuit between certain entities holding indirect financial interests in the Stockbridge-Wilson Meany-Kenwood half of TICD (the “Stockbridge Ownership”). The Stockbridge Ownership consists of two members: Stockbridge TI Co-Investors, LLC (“Co-Investors”) and KSWM Treasure Island, LLC (“KSWM”). KSWM’s members are Stockbridge Treasure Island Investment Company, LLC (“STIIC”), a limited liability company affiliated with Stockbridge; Kenwood Investments, LLC (“Kenwood”), a real estate investment firm; and WMS Treasure Island Development, LLC (“WMS”), a real estate development firm associated with Wilson Meany.

As members of KSWM, relationship between the parties is governed by an operating agreement, which prescribes, among other things, the members’ relative financial claims to any returns that KSWM derives from its investment in the Treasure Island project. Under KSWM’s operating agreement, STIIC has a right to receive a return of its capital contributions to KSWM and a compounding aggregate preferred return on those contributions, for so long as such amounts were invested in KSWM, before any distributions are payable to Kenwood or WMS. In the event that STIIC receives sufficient distributions to repay its capital contributions and realizes its aggregate preferred return, Kenwood and WMS each would be entitled to share with STIIC any further distributions from KSWM pursuant to their respective “promote” interests in KSWM. For numerous reasons, including the COVID pandemic, supply chain issues, inflationary increases in costs, and various delays caused by the foregoing, projected revenues for the project have been pushed out and reduced such that the projected values of, and expected returns on, those interests are projected to be lower today than they were projected to be a few years ago.

In November 2022, Kenwood alleged that Stockbridge and WMS had breached the KSWM operating agreement by causing KSWM to enter into an amendment (the “2016 Amendment”) to TICD’s operating agreement that brought in Co-Investors as an additional member of TICD without Kenwood’s consent. Kenwood alleged that, because Co-Investors’ membership interest in TICD came out of KSWM’s 50% share of KSWM, the 2016 Amendment diluted KSWM’s interest in TICD, thereby reducing the value of Kenwood’s promote. STIIC and WMS disputed Kenwood’s allegations.

On March 31, 2023, STIIC and WMS delivered a buy-sell offer to Kenwood, under a provision of the KSWM operating agreement that allows members to make such an offer in the event of a “Deadlock,” which is defined to include a dispute with other members over the validity of a decision made by KSWM’s managing committee that renders KSWM incapable of carrying out its business. STIIC and WMS believe that there is a Deadlock among KSWM’s members; Kenwood disputes that there is any such Deadlock.

On April 3, 2023, STIIC and WMS filed a complaint against Kenwood in the Superior Court of California, County of San Francisco, seeking a declaration of their right to make the March 31, 2023 buy-sell offer to Kenwood and Kenwood’s obligation in response thereto. Stockbridge Treasure Island Investment Company, LLC v. Kenwood Investments, LLC, Case No. CGC-23-605537 (Superior Court, County of San Francisco).

On April 4, 2023, Kenwood filed its own complaint in San Francisco Superior Court against Stockbridge, Co-Investors, and WMS, asserting claims for breach of contract, breach of the covenant of good faith and fair dealing, negligent misrepresentation, intentional misrepresentation, tortious interference with contract, and quantum meruit. Kenwood Investments, LLC v. Stockbridge Capital Partners, LLC, Case No. CGC-23-605626 (Superior Court, County of San Francisco). In its complaint, Kenwood alleged that Stockbridge and WMS breached the KSWM operating agreement by authorizing the 2016 Amendment without Kenwood’s consent; misled Kenwood about the effect of the 2016 Amendment; and appropriated for themselves certain benefits relating to the Treasure Island development to which KSWM was entitled

under its operating agreement, including by acquiring, through affiliates, various land parcels from TICD for vertical development.

On April 25, 2023, STIIC and WMS made a second buy-sell offer to Kenwood. This second offer was substantively similar to the first offer of March 31, 2023, but corrected what Kenwood had asserted was a deficiency in the first offer and also updated certain financial calculations. In their April 25, 2023 offer, STIIC and WMS selected an offer price such that Kenwood either could sell its interest in KSWM to STIIC and WMS for \$0 or buy both STIIC's and WMS's interests in KSWM and Co-Investors' interest in TICD for \$220,000,000.

On June 6, 2023, STIIC and WMS filed a first amended complaint against Kenwood asserting claims for declaratory relief as to the validity of the second buy-sell offer and breach of contract based on Kenwood's alleged repudiation of its buy-sell obligations.

Kenwood did not make an election in response to the April 25, 2023 buy-sell offer by the election deadline specified by KSWM's operating agreement. STIIC and WMS contend that, by failing to make any election, Kenwood is deemed to have elected to sell its interest in KSWM to STIIC and WMS. Kenwood disputes that the April 25, 2023 buy-sell offer is enforceable. On July 14, 2023, Kenwood filed a demurrer to STIIC and WMS's first amended complaint. If the April 25, 2023 buy-sell offer is found to be valid and enforceable, Kenwood will be compelled to sell its interest in KSWM for \$0. If the offer is found to be invalid or otherwise unenforceable, Kenwood will not be required to sell its interest in KSWM and, absent a consensual transaction, will remain a member of KSWM along with STIIC and WMS.

On June 28, 2023, Kenwood filed a first amended complaint, which substituted STIIC for Stockbridge as a defendant and added claims against STIIC and WMS for breach of fiduciary duty. The allegations in Kenwood's first amended complaint are otherwise similar to those in its original complaint. As remedies on its claims, Kenwood seeks monetary and punitive damages, as well as restitution, but Kenwood does not expressly seek to rescind any prior investments in the project nor does it seek to enjoin any future development on the project.

No assurances can be given as to the outcome of this litigation or its potential effect on TICD and the Treasure Island development, but based on the current pleadings and the near-completion of the horizontal improvements for Improvement Area No. 2, the Developer does not believe that this lawsuit will prevent the continued development within Improvement Area No. 2.

IMPROVEMENT AREA NO. 2

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within Improvement Area No. 2. There is no assurance that the present property owners or any subsequent owners will have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay the Special Taxes. An owner may elect not to pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bondowner will have the ability at any time to seek payment directly from the owners of property within Improvement Area No. 2 of the Special Tax or the principal or interest on the Bonds, or the ability to control who becomes a subsequent owner of any property within Improvement Area No. 2. The City, on behalf of the District, however, has covenanted in the Fiscal Agent Agreement for the benefit of the owners of the Bonds that, under certain circumstances described herein, the City will commence judicial foreclosure proceedings with respect to delinquent Special Taxes on property within Improvement Area No. 2, and will diligently pursue such proceedings to completion. See "SECURITY FOR THE BONDS –Special Tax Fund" and "SECURITY FOR THE BONDS – Covenant for Superior Court Foreclosure" herein.

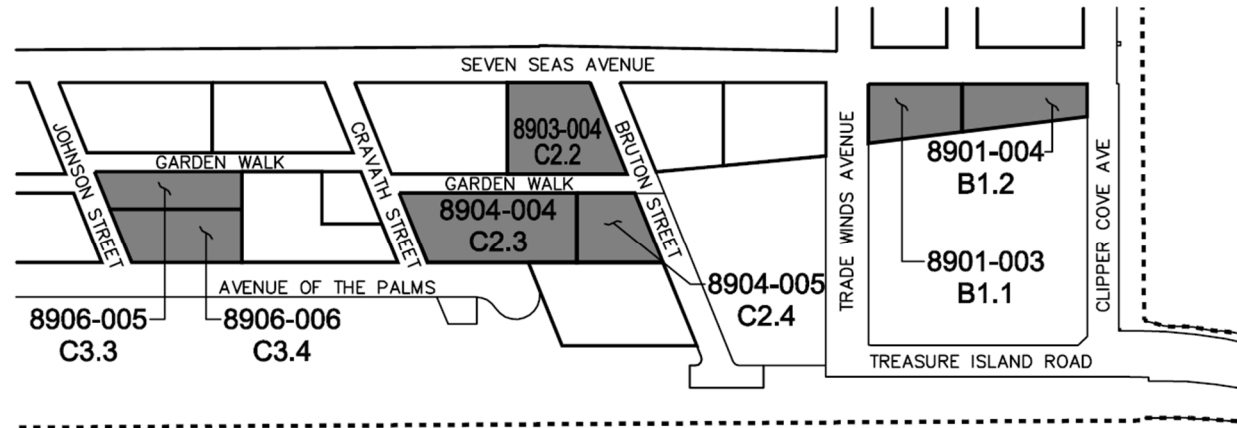
No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner. TI Series 1 and the Merchant Builders (defined below) have provided the information set forth in this section. No assurance can be given by the City that all information is accurate or complete. The City has not independently verified this information and assumes no responsibility for its accuracy or completeness. It is only provided as a convenience to enable investors to more easily commence their own independent investigations if they so choose. There may be material adverse changes in this information after the date of this Official Statement. In addition, any internet addresses included below are for reference only, and the information on those internet sites is not a part of this Official Statement or incorporated by reference into this Official Statement. If the development of the property is not completed, or is not completed in a timely manner, there could be an adverse effect on the payment of Special Taxes, which, in turn, could result in the inability of the District to make full and punctual payments of debt service on the 2023A Bonds. See the section of this Official Statement captioned “SPECIAL RISK FACTORS” for a discussion of certain risk factors which should be considered, in addition to the other matters set forth herein, in evaluating an investment in the 2023A Bonds.

The information in this Official Statement regarding Improvement Area No. 2 and the Treasure Island Project has considered the current Health Orders (as defined herein) and any other local restrictions in disclosing estimated time frames for development in the Improvement Area No. 2. However, the impact of COVID-19 and the Health Orders – including the impact from supply chain issues – is likely to evolve over time, which could adversely impact the development within the Improvement Area No. 2 and the Treasure Island Project as a whole. See “SPECIAL RISK FACTORS – Public Health Emergencies” below. Neither TI Series 1 nor the Merchant Builders can predict the ultimate effects of the COVID-19 outbreak or whether any such effects will have a material adverse effect on the ability to develop the Treasure Island Project as planned and described herein, or the availability of Special Taxes from Improvement Area No. 2 in an amount sufficient to pay debt service on the 2023A Bonds.



Location and Description of Improvement Area No. 2 and the Immediate Area

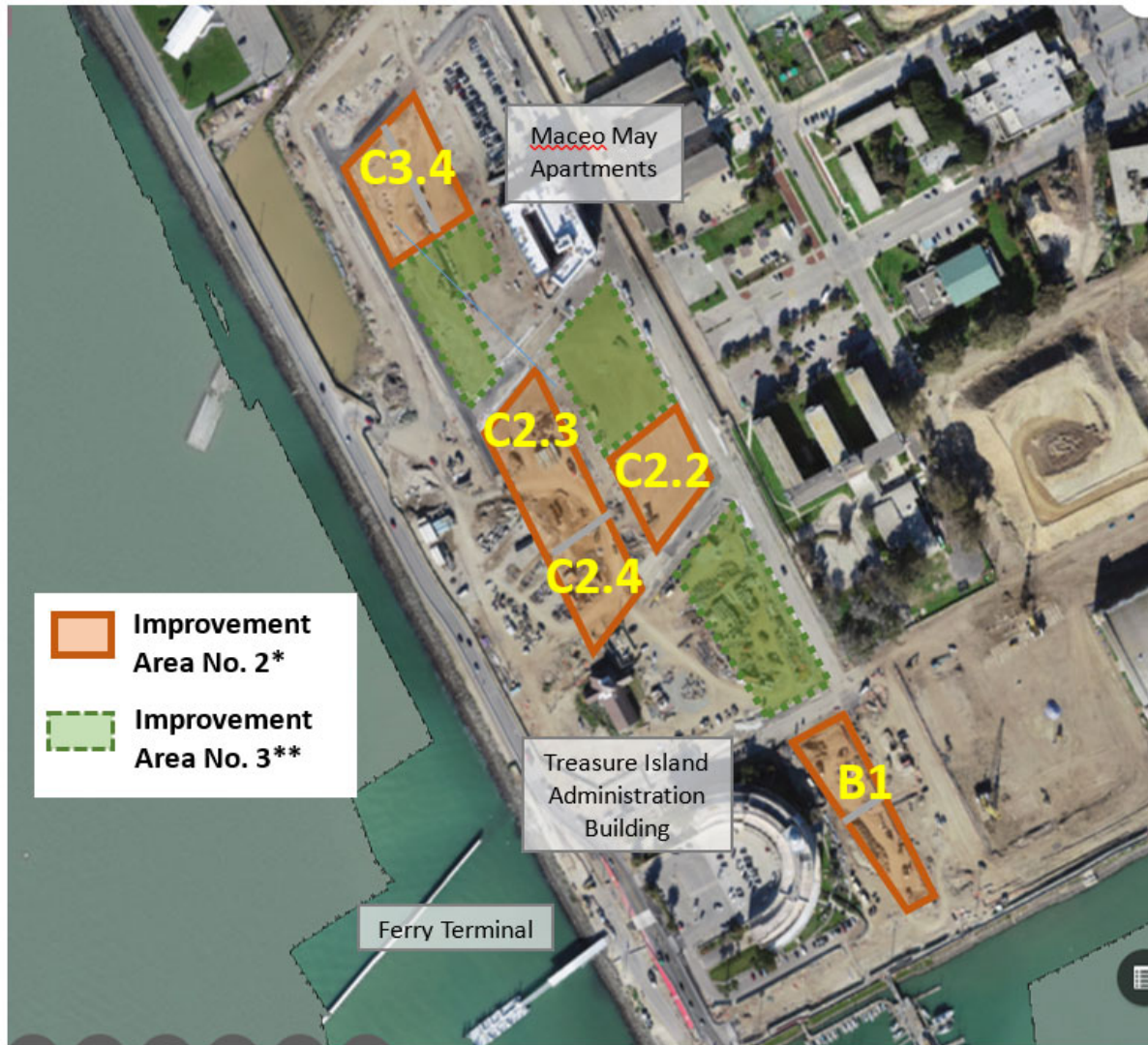
Improvement Area No. 2 is made up of five development blocks on Treasure Island known as “Sub-Block B1,” “Sub-Block C2.2,” “Sub-Block C2.3,” “Sub-Block C2.4” and “Sub-Block 3.4.” Sub-Block B1 is comprised of development parcels B1.1 and B1.2, but referred to collectively herein as “Sub-Block B1.” The planned development at Sub-Block C2.2 is also sometimes referred to herein as “Hawkins,” the development at Sub-Block C2.4 as “Isle House” (formerly “Tidal House”) and the development at Sub-Block C3.4 as “Portico.” Sub-Block C3.4 is comprised of development parcels C3.3 and C3.4, but referred to collectively herein as “Sub-Block C3.4.” Sub-Blocks B1, C2.2, C2.3, C2.4 and C3.4, together, constitute approximately 5.22 gross acres.

The map and graphic below show the various Sub-Blocks within Improvement Area No. 2 and their surroundings. [Needs update to show six APNs (C3.3 and C3.4 were combined).]



NOT TO SCALE

Legend	
	Improvement Area No. 2 of Community Facilities District No. 2016-1
	Boundary of Community Facilities District



Improvement Area No. 1, Improvement Area No. 3 and other highlighted buildings outside of Improvement Area No. 2 and appearing in the graphics above do not provide security for the 2023A Bonds.

Tract Map Status of Improvement Area No. 2

On September 13, 2018, Final Map No. 9235 (the “Final Map 9235”) was recorded, establishing the conditions for the subdivision of Sub-Blocks 1B, 1C, and 1E. In connection with this map recordation, TI Series 1 and TIDA entered into a Public Improvement Agreement dated September 7, 2018 (as amended, the “9235 Public Improvement Agreement”). The Final Map and the 9235 Public Improvement Agreement describes TI Series 1’s obligations to complete public improvements to serve Treasure Island.

Final Map No. 10297 was recorded on April 7, 2021 (“Final Map 10297”). Final Map 10297 merged the 2 lots comprising Sub-Block C3.4 in to one legal parcel, and adjusted the maximum number of condominium units allowed on Sub-Blocks C2.3, C3.4, and C3.5 (which Sub-Block C3.5 is not in Improvement Area No. 2). All other conditions required by Final Map 9235 (and the 9235 Public Improvement Agreement) continue to apply. Final Map 10297 provides that up to 114 residential units may be constructed on Sub-Block C2.3, and 160 condominium units on Sub-Block C3.4.

A summary of the tract map status for Improvement Area No. 2 is shown below as of September 1, 2023:

<u>Sub-Block</u>	<u>Final Map</u>	<u>Date of Recordation</u>	<u>Status</u>	<u>Planned Development</u>
B1	Final Map 9235	September 13, 2018	Authorizes the construction of up to 95 condominium units, no restriction on number of rental units.	117 rental units
C2.2	Final Map 9235	September 13, 2018	Authorizes the construction of up to 128 condominium units, no restriction on number of rental units.	178 rental units
C2.3	Final Map 10297	April 7, 2021	Authorizes the construction of up to 114 residential condominium units.	85 residential condominiums
C2.4	Final Map 9235	September 13, 2018	Authorizes the construction of up to 176 condominium units, no restriction on number of rental units.	250 rental units
C3.4	Final Map 10297	April 7, 2021	Authorizes the construction of up to 160 residential condominium units.	149 residential condominiums

As a condition to TIDA’s conveyance of the property to TI Series 1, TI Series 1 posted performance and payment bonds in an amount equal to 125% of the estimated cost of the backbone infrastructure. Subsequently, TI Series 1 entered into the 9235 Public Improvement Agreement with the City in which it was required to post additional performance and payment bonds, such that the total amount secured would equal 125% of the estimated cost of the backbone infrastructure that was not complete at the time the map was recorded. As of July 13, 2023, TI Series 1 has posted various bonds with TIDA and the City and, after exonerations of the original \$240 million, the outstanding bonds total approximately \$139 million. The \$139 million secures the construction of infrastructure on both Yerba Buena Island and on Treasure Island.

The remaining costs for the TI Required Infrastructure (as defined in the 9235 Public Improvement Agreement to mean streets, sewer, water, utilities, etc.) are fully secured by the outstanding bonds.

The 9235 Public Improvement Agreement requires various infrastructure improvements to be constructed by certain dates. Per the existing 9235 Public Improvement Agreement, the TI Required Infrastructure must be completed by September 13, 2020. A proposed first amendment to that agreement, which extends the required completion date by two years from the effective date of the amendment, has been submitted for review by the City Attorney, PUC and TIDA. The City and TICD do not expect the amendment to result in delayed development of Improvement Area No. 2.

Geotechnical Mitigation Program

A geotechnical mitigation program was implemented in Improvement Area No. 2 and elsewhere on Treasure Island in advance of infrastructure improvements and construction of buildings to make the Treasure Island perimeter seismically stable, strengthen the causeway that connects Treasure Island to Yerba Buena Island, densify the sandy fill to minimize seismic settlement within the development footprint, and compress the soft Bay Mud sediments to minimize future settlement from the addition of fill and buildings. See “RISK FACTORS – Climate Change; Risk of Sea Level Rise and Flooding Damage” for a description of Bay Mud. The geotechnical program for Improvement Area No. 2 and infrastructure serving it was completed and does not require ongoing maintenance work.

The geotechnical plan relied on numerous techniques to achieve the stability needed to support the new development. The plan included densification of the sandy fill throughout the development and the shoreline with direct power compaction vibrocompaction improvement method (“DPC”), preloading new building parcels and City streets with surcharge, and strengthening the causeway and the portions of the shoreline with cement deep soil mixing.

The DPC technique employed combined tamping and direct power compaction, a method widely used in Japan that densifies loose sandy soils by vibration, displacement, and compaction. The equipment to perform this work includes an electrically driven, 50-ton vibratory hammer suspended from a vibration isolation mount, which in turn is suspended from the main cable of a 270-ton crawler crane. The hammer is attached to four H-beam probes, which are modified with steel flaps hinged to the web at the base of the beam. As the beam penetrates the ground, the flaps are deployed to provide more area for compaction. During extraction of the beams, the flaps retract to reduce resistance. Approximately 9,560 DPC compaction elements have been installed and DPC is complete for Improvement Areas No. 2 and 3.

After completion of the deep power compaction, tamping is employed to compact the upper 10 feet of sandy soil. The tamper has a 35-ton vibratory hammer attached to a 10-foot-by-10- square steel plate. The tamper plate is placed directly on the ground and the vibro-hammer is activated to compact the soil. Then the tamper is relocated to an adjacent position and the process is repeated until all the densification area is tamped. Approximately 16,490 tamping elements have been completed and tamping is complete for Improvement Areas No. 2 and 3.

Deep soil mixing (“DSM”) was used to strengthen the weak soils that underlie parts of the shoreline and the causeway. DSM is a ground improvement technique that enhances the strength of the soils by mechanically mixing them with a cement slurry, causing the soil to become more like weak rock. In total, about 160,000 cubic yards of deep cement soil mixing was performed for the geotechnical program and DSM is complete for Improvement Areas No. 2 and 3.

Geotechnical work continues for portions of Treasure Island outside of Improvement Areas No. 2 and 3.

Sea Level Rise and Adaptive Management Strategy

The sea level rise and adaptive management strategy for Treasure Island includes a multi-phased approach to mitigation, with initial infrastructure designs to accommodate reasonable sea level rise scenarios as well as future monitoring and funding mechanisms to implement necessary improvements in the future. As part of the first phase of such strategy, the perimeter shoreline areas near Improvement Areas No. 2 and 3 have been adjusted to function as a berm, and finished grades for the inland proposed building areas for Improvement Areas No. 2 and 3 have been raised up to 6.0 feet. See “SPECIAL RISK FACTORS – Climate Change; Risk of Sea Level Rise and Flood Damage.”

Infrastructure Development and Financing Plan

Cost Estimates of Public Improvements Required for Temporary Certificates of Occupancy for Improvement Areas. A significant portion of the infrastructure needed to support the development of Improvement Area No. 2, such as utilities and major roadways, also serves Improvement Area No. 1, Improvement Area No. 3 and other portions of the Treasure Island Project. Key components of this infrastructure must be operational before any of the planned development can secure temporary certificates of occupancy. Because of the overlapping infrastructure obligations and intertwined sources and uses of funding, the table below identifies those public improvements that are required to be constructed by the TICD Developer in order to receive a temporary certificate of occupancy for planned developments for Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3 (collectively, “Improvement Areas 1, 2 and 3”) of the Treasure Island Project, as well as related remaining costs, as of September 1, 2023.

Horizontal infrastructure, including geotechnical improvement of soil conditions, needed to secure temporary certificates of occupancy for Improvement Areas 1, 2 and 3 are complete.

The table below also includes specific information regarding Improvement Area No. 2 costs and the amount remaining of such costs attributed to Improvement Area No. 2 in the Appraisal Report.

[Remainder of page intentionally left blank.]

Table 2
Improvement Areas 1, 2 and 3 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island)
Cost Estimates of Public Improvements Required for Temporary Certificates of Occupancy (as of September 1, 2023)

	Direct Infrastructure Costs⁽¹⁾	Percent Complete⁽¹⁾	Remaining Costs⁽¹⁾	Remaining Improvement Area No. 2 Costs⁽¹⁾⁽³⁾⁽⁴⁾
Hard Costs				
Demolition	\$ 8,616,813	100%	\$ -	\$ -
Geotechnical	58,472,458	100%	71,578 ⁽²⁾	71,578
Causeway	15,746,082	98%	296,475	-
Treasure Island Street Improvements	89,082,651	95%	4,602,666	3,062,120
Yerba Buena Island Street Improvements	105,061,713	94%	6,109,649	-
Interim Gas Line	1,927,603	86%	261,552	-
Sanitary Sewer Pump Station	4,787,600	89%	529,500	-
Interim Sanitary Sewer Force Main	7,356,090	100%	-	-
Wastewater Treatment Plant	1,489,945	91%	138,973	138,973
12KV Improvements	<u>2,415,407</u>	100%	<u>-</u>	<u>-</u>
Total Hard Costs	\$294,956,360	96%	\$12,010,393	\$3,272,671
Soft Costs				
Landscape Architect	\$3,483,580	95%	\$183,157	\$120,342
Civil Engineer	12,209,081	97%	346,944	-
Geotechnical Engineer	16,063,951	97%	541,903	202,283
Environmental Engineer	5,866,336	96%	242,277	115,859
Permits and Fees and Bonds	18,791,978	94%	1,127,633	830,946
Other (Utilities Consultants, Legal, etc.)	1,202,783	94%	75,396	-
Construction Management	14,986,202	99%	220,787	220,787
Total Soft Costs	\$72,603,912	96%	\$2,738,097	\$1,490,217
Total Estimated Project Costs	\$367,560,272	96%	\$14,748,490	\$4,762,887

⁽¹⁾ Horizontal infrastructure, including geotechnical improvement of soil conditions, needed to secure temporary certificates of occupancy for Improvement Areas 1, 2 and 3 are complete. Remaining costs include lagging payments and retentions for work that has been completed as of September 1, 2023.

⁽²⁾ Geotechnical program is complete for supporting infrastructure serving Improvement Areas 1, 2 and 3 and development within Improvement Area No. 2 and Improvement Area No. 3. Amount reflects retentions not yet paid as of September 1, 2023, for completed work.

⁽³⁾ Remaining costs necessary to achieve a temporary certificate of occupancy within Improvement Area No 2 will also cover costs necessary to achieve a temporary certificate of occupancy within Improvement Area No 3 because the infrastructure supports both improvement areas.

⁽⁴⁾ Appraisal costs are costs allocated specifically to Improvement Area No. 2. Demolition, geotechnical, and Treasure Island street improvements are allocated by costs that fall outside of Improvement Area No. 1's scope of work and then split by the estimated developable square footage between Improvement Area No. 2 and Improvement Area No. 3, approximately 44% and 56%, respectively. Other hard costs are allocated by Improvement Area No. 2's proportion of units to the entire Treasure Island Project's unit count, approximately 11%. As soft costs are tied to specific hard costs, soft costs are allocated by their corresponding hard cost allocation method. [Costs reviewed by the Appraiser for the Appraisal Report were as of an earlier date.]

Source: TI Series 1.

Other Costs of Public Improvements. The public improvement costs remaining in the Treasure Island Project but not required for a temporary certificate of occupancy and excluded from the table above are primarily attributable to public parks. Park construction is expected to trail other horizontal infrastructure. So far, contracts have been let for Hilltop Park East and West and a dog park, and their costs have been consistent with estimates.

Public Improvements Financing Plan. To date, TI Series 1 has financed its land acquisition and various site development costs related to the property in Improvement Areas 1, 2 and 3 through internally generated funds, EB-5 loan proceeds (see discussion herein), community facilities district bond proceeds and lot sales revenues. TI Series 1 estimates that, as of September 1, 2023, the remaining costs to be incurred by TI Series 1 to complete its planned development of public improvements within Improvement Areas 1, 2 and 3 in order to receive certificates of occupancy will be approximately \$4.8 million. TI Series 1 expects to use, internal funding, and reimbursement from 2023 Bond proceeds and other bond proceeds to pay for the already built necessary public improvements required to complete development in Improvement Areas 1, 2 and 3 and believes that it will have sufficient and available funds to complete such infrastructure, including infrastructure in Improvement Area No. 2 in accordance with the development schedule described in this Official Statement.

On March 4, 2016, TI Series 1 obtained an EB-5 loan (the “TI Series 1 EB-5 Loan”) in the total amount of \$155,000,000. The proceeds of the TI Series 1 EB-5 Loan were used to pay for a portion of the costs of horizontal development associated with Sub-Phases 1YA, 1YB, 1B, 1C and 1E, as further described within and in accordance with the business plan for the TI Series 1 EB-5 Loan, which encompass (a) certain southern portions of Treasure Island (including Improvement Area No. 2 and Improvement Area No. 3) and (b) certain improvements on Treasure Island Project lands on Yerba Buena Island (including Improvement Area No. 1), with exclusion of those certain TIDA-retained historic buildings and garages.

The TI Series 1 EB-5 Loan is secured by (i) a deed of trust secured by TI Series 1’s fee simple ownership interest in the unsold real property contained within Improvement Areas 1, 2 and 3 (the “TI Series 1 Deed of Trust”), (ii) any ground leasing revenues received in relation to the commercial parcels outside of Improvement Area No. 2, and (iii) those certain rights and obligations set forth within the Disposition and Development Agreement by and between Treasure Island Development Authority and Treasure Island Community Development. The TI Series 1 Deed of Trust has been and will be partially released in conjunction with the sale of parcels to vertical developers or builders (subject to satisfaction of the release terms and conditions in the EB-5 loan documents), consistent with the release in connection with the completed sales of certain land parcels to the Merchant Builders.

The overall cost of borrowing (including interest and fees) “or Interest Rate” on the TI Series 1 EB-5 Loan is approximately 4.97% per annum, a portion of which is paid quarterly and a portion of which is deferred until loan maturity. As of September 1, 2023, the TI Series 1 EB-5 Loan had an outstanding balance of \$146,000,000. The initial maturity date of the TI Series 1 EB-5 Loan was March 4, 2021, and has subsequently been extended by agreement of the lender to March 4, 2024. The TI Series 1 EB-5 Loan may be extended by up to one (1) additional year to March 4, 2025 (Extended Maturity Date) at the option of TI Series 1 upon satisfaction of certain conditions by TI Series 1.

There can be no guarantee that the conditions necessary to extend the TI Series 1 EB-5 Loan to the Extended Maturity Date will be met or lender will agree to any further extensions beyond the Extended Maturity Date. The conditions for the Extended Maturity Date include, among other things, substantial completion of remaining infrastructure serving Improvement Areas 1, 2 and 3 (which is now complete) and substantial completion of parks (which have not yet been completed). If extension to the Extended Maturity Date is not secured, the TI Series 1 EB-5 Loan will mature on March 4, 2024, and TI Series 1 may be

required to negotiate additional extensions with the EB-5 Lender or seek additional sources of capital (e.g., equity or loans) to repay the TI Series 1 EB-5 Loan.

The TI Series 1 EB-5 Loan is made with proceeds obtained by the EB-5 lender from individual investors that have purchased membership interests in the applicable EB-5 lender in accordance with the EB-5 Regional Center Pilot Program. The United States Citizenship and Immigration Services (“USCIS”) must approve each individual investor’s immigration application (“I-526 Petition”). Although the TI Series 1 EB-5 Loan was fully funded, the USCIS process is ongoing and therefore no guarantee can be made that if an investor’s application is subsequently denied that such denial will not trigger a repayment obligation under the EB-5 loan agreement. Thus far, according to information provided to TI Series 1 by the EB-5 Lender, all but twelve investors’ I-526 Petitions have been approved by USCIS. If USCIS denies those remaining investors, TI Series 1 may be required to repay up to \$500,000 per investor that is denied.

The EB-5 Immigrant Investor Program is subject to reauthorization by the United States Congress from time to time. Congress passed the EB-5 Reform and Integrity Act of 2022, which reauthorized the EB-5 Regional Center Program through September 30, 2027. However, the EB-5 program has lapsed previously over the course of the TI Series 1 EB-5 Loan, and TI Series 1 believes based on advice of immigration and legal advisors that the program will continue to be reauthorized in the future, although TI Series 1 cannot provide any assurances of such future reauthorization(s). For the avoidance of doubt, expiration of the program does not trigger an acceleration or repayment of the TI Series 1 EB-5 Loan or other obligations of TI Series 1.

Critical infrastructure work required for vertical projects to achieve temporary certificates of occupancy is complete in Improvement Areas 1, 2 and 3.

Although TI Series 1 expects to have sufficient funds available to complete its development (both public infrastructure and other development) in Improvement Areas 1, 2 and 3 as described in this Official Statement, there can be no assurance that amounts necessary to finance the remaining development costs will be available to TI Series 1 from its internally generated funds or from any other source when needed.

If and to the extent that internal funding, including but not limited to lot sales revenues, are inadequate to pay the costs to complete the planned development by TI Series 1 within Improvement Area No. 2 and other financing by TI Series 1 is not put into place, there could be a shortfall in the funds required to complete the planned development by TI Series 1 in Improvement Area No. 2.

Flood Zone Status. Per FEMA Flood Insurance Rate Map 060298-0128A dated March 23, 2021, the pre-development elevation of the majority of the land and the proposed development in Improvement Area No. 2 is higher than the current 100-year flood plain. Additionally, the construction performed under the street improvement permit includes raising development pads approximately three feet above the pre-development elevations that FEMA 060298-0128A references. One parcel in Improvement Area No. 2, C3.4, has been removed from the Special Flood Hazard Area through a Letter of Map Revision based on placement of fill elevating the entirety of the site above the base flood elevation. See “SPECIAL RISK FACTORS – Climate Change; Risk of Sea Level Rise and Flood Damage” for a discussion of current projected sea level rise estimates.

The Rate and Method requires the establishment of reserves for the Treasure Island Project as a whole for public improvements necessary to ensure that shoreline, public facilities, and public access improvements will be protected due to sea level rise at the perimeters of Treasure Island and Yerba Buena Island. For additional information regarding the establishment of the capital reserves for the Treasure Island Project, see “RATE AND METHOD” herein and APPENDIX B – “RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

Utilities

The utility providers for Improvement Area No. 2 are listed in the below table.

<u>Utility</u>	<u>Provider</u>
Water	San Francisco Public Utilities Commission
Sewer	San Francisco Public Utilities Commission
Gas	Pacific Gas & Electric
Electric	San Francisco Public Utilities Commission
Telecom	To be determined

Ownership of Property in Improvement Area No. 2

On February 22, 2016, TIDA transferred the property in Improvement Area No. 2 to Treasure Island Series 1, LLC (previously defined as “TI Series 1”), a wholly-owned subsidiary of TICD. The Sub-Blocks were transferred to their current owners on November 9, 2020.

Sub-Block B1 is currently owned by B1 Treasure Island 048 Holdings LLC (the “Poly Rental Merchant Builder”). Sub-Block C2.3 is currently owned by C2.3 Treasure Island 048 Holdings LLC (the “Poly Condo Merchant Builder”). The Poly Rental Merchant Builder and the Poly Condo Merchant Builder are subsidiaries of Poly (USA) Real Estate Development Corporation (“Poly USA”).

Poly (USA) is a subsidiary of Hengli (Hong Kong) Real Estate Limited (“Poly Global”) a diversified international property developer and a division of the Chinese listed property development company, Poly Developments and Holdings Group Co. Ltd. Poly Global has offices in Sydney, Melbourne and Queensland in Australia, London in the United Kingdom and San Francisco in the United States. In addition to a number of commercial developments, Poly Global, through its subsidiaries and affiliates, has completed or is developing 12 residential or mixed-use projects in Australia and one mixed-use project in the United Kingdom. In the United States, a joint venture including an affiliate of Poly Global developed a 27-story, 200-unit residential rental building known as 1133 Hope in Los Angeles, California. That building was completed in 2020.

Sub-Block C2.2 is currently owned by TI Lot 8, LLC (the “Lennar Merchant Builder”). The Lennar Merchant Builder is a subsidiary of Lennar. See “THE TREASURE ISLAND PROJECT – TICD and the Treasure Island Project – Lennar Corporation” herein.

Sub-Block C2.4 is currently owned by TI Lot 10, LLC (the “Stockbridge/Wilson Meany Merchant Builder”). The Stockbridge/Wilson Meany Merchant Builder is a joint venture by Stockbridge and Wilson Meany. See “THE TREASURE ISLAND PROJECT – TICD and the Treasure Island Project – Stockbridge” and “– Wilson Meany” herein.

Sub-Block C3.4 is currently owned by TI Lots 3-4, LLC (the “Stockbridge/Wilson Meany/Lennar Merchant Builder”). The Stockbridge/Wilson Meany/Lennar Merchant Builder is a joint venture by Lennar, Stockbridge and Wilson Meany. See “THE TREASURE ISLAND PROJECT – TICD and the Treasure Island Project – Lennar,” “– Stockbridge” and “– Wilson Meany” herein.

The Poly Rental Merchant Builder, the Lennar Merchant Builder, the Poly Condo Merchant Builder, the Stockbridge/Wilson Meany Merchant Builder and the Stockbridge/Wilson Meany/Lennar Merchant Builder shall be referred to herein, individually, as a “Merchant Builder” and, collectively, as the “Merchant Builders.”

Merchant Builder Development and Financing Plans

A more detailed description of each of the phases within Improvement Area No. 2 is set forth below. The Merchant Builders provide no assurance that design, construction, leasing and/or sales will be carried out on the schedule and according to the plans summarized below, or that construction, rental and sale plans set forth below will not change after the date of this Official Statement.

Sub-Blocks B1, C2.2, C2.3, C2.4 and C3.4 are owned by the Merchant Builders, as described in the table below. The planned projects on these Sub-Blocks currently contemplate five buildings with a total of 778 residential units, including for-sale and rental units, as well as some retail space.

As of September 1, 2023, total vertical development costs for the five planned buildings (including land acquisition) are estimated to be approximately \$771 million. (See Tables 5, 7, 9, 11 and 13, for additional details.) Three of the five buildings have begun construction on their sites with details below. *The other two buildings are currently being reevaluated by the Merchant Builder.* See “ – Sub-Block B1” and “ – Sub-Block C2.3” below. In addition, in order for the two remaining planned buildings to proceed to construction, a Merchant Builder would need to (i) complete the construction design and bid process, (ii) receive all necessary construction permits from the City, and (iii) secure construction funding – through a construction loan and/or equity commitments.

Construction Design: The construction design process for each building includes the following consecutive steps: (1) schematic design, (2) design development, (3) construction documents, (4) construction bidding (typically initiated when construction documents are from 50-90% complete), (5) execution of a guaranteed maximum price contract for construction and (6) secure insurance commitments. Construction cost estimates are refined throughout this process to reflect design changes, current market conditions, and value engineering, and therefore can fluctuate materially.

Construction Permits: A merchant builder can apply for a site permit from the City once schematic design is complete; once a site permit is issued, additional shoring and foundation permits are required before construction can commence; other permits (such as for various utilities) may be obtained as relevant construction phases proceed. The process of securing a site permit from the City typically takes about six months; however, design changes can extend this process further.

Construction Funding: Typically, a market study assessing the feasibility of projected rental rates (for apartments) or sales prices (for condominiums) is considered by construction lenders and/or equity investors before construction financing can be obtained. Typically, the process of soliciting construction loans begins in the construction documents stage of design and takes about 3 months from initiation to loan closing. Each merchant builder has its own internal process for securing or confirming final approvals and/or equity commitments.

The buildings in Improvement Area No.2 are in various stages of pre-development and development.

Planned product descriptions, ownership and development status information for each Sub-Block in Improvement Area No. 2 is summarized in Table 3 below. Details on projected construction costs and sources of construction funding are provided for each planned building in the discussion following the table.

Table 3
Improvement Area No. 2 of the
City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island)
Summary of Merchant Builder Ownership and Planned Development
(as of October 1, 2023)

<u>Description of Development</u>	<u>Sub-Block B1</u> ⁽³⁾	<u>Sub-Block C2.2</u> <u>(Hawkins)</u> ⁽⁴⁾	<u>Sub-Block C2.3</u> ⁽³⁾	<u>Sub-Block C2.4</u> <u>(Isle House)</u> ⁽⁴⁾	<u>Sub-Block C3.4</u> <u>(Portico)</u> ⁽⁴⁾
Product type	Rental Podium	Rental Podium	Condo Podium	Rental Tower	Condo Podium
Total Planned Residential Units ⁽¹⁾	117	178	85	250	148
Market-Rate Residential Units	111	169	80	226	141
<u>Vertical Developer Entities</u>					
Merchant Builder	B1 Treasure Island 048 Holdings LLC (“Poly Rental Merchant Builder”)	TI Lot 8, LLC (“Lennar Merchant Builder”)	C2.3 Treasure Island 048 Holdings LLC (“Poly Condo Merchant Builder”)	TI Lot 10, LLC (“Stockbridge/Wilson Meany Merchant Builder”)	TI Lots 3-4, LLC (“Stockbridge/Wilson Meany/Lennar Merchant Builder”)
Merchant Builder Affiliated Entity or Entities	Poly (USA) Real Estate Development Corporation	Lennar	Poly (USA) Real Estate Development Corporation	Stockbridge/Wilson Meany Joint Venture	Stockbridge/Wilson Meany/Lennar Joint Venture
<u>Development Milestones</u>					
100% Schematic Design	Completed	Completed	Completed	Completed	Completed
100% Design Development	Completed	Completed	Completed	Completed	Completed
100% Construction Design	Completed	Completed	August 2023	Completed	Completed
Site Permit Issuance ⁽²⁾	Completed	Completed	TBD	Completed	Completed
Start of Construction	TBD	September 2022	TBD	July 2022	October 2022
Projected Core/Shell Completion	TBD	July 2023	TBD	January 2024	May 2024
Construction Completion	TBD	November 2024	TBD	September 2024	January 2025
<u>Marketing Milestones</u>					
Projected Pre-Sales/Pre-Leasing Commencement	TBD	September 2024	TBD	August 2024	September 2024
Projected Stabilization	TBD	June 2025	TBD	September 2025	December 2026

⁽¹⁾ Total planned residential units include market-rate units and inclusionary units. Inclusionary units are not subject to Special Taxes.

⁽²⁾ Site permit issuance allows the developer to pursue addenda allowing the developer to start construction. Once a site permit is issued, additional shoring and foundation permits are required before construction can commence; other permits (such as for various utilities) may be obtained as relevant construction phases proceed.

⁽³⁾ See “ – Sub-Block B1” and “ – Sub-Block C.2.3” below for more details on those projects.

⁽⁴⁾ All dates in the future for development and marketing milestones are estimates only, based upon the respective builder’s good faith projections based on current and anticipated market conditions; all dates are subject to change based upon changing market conditions and other risk factors for real estate development. *Sources: Merchant Builders.*

Sub-Block B1. Poly Rental Merchant Builder owns Sub-Block B1. A 50-foot, 117-rental unit, podium building, designed by Stanley Saitowitz / Natoma Architects, Inc, is planned for the site. Multiple variations of three rental floor plans are planned, ranging in size from approximately 400 square feet to 975 square feet. Six of the planned units will be inclusionary units and not subject to the Special Tax. The planned development at Sub-Block B1 is designed with an amenity package that includes 4,950 square feet of retail/commercial space, 11,550 square feet of usable public outdoor space, and views of the San Francisco skyline and the East Bay. Parking, storage, and other building systems are planned to be located in the parking garage below grade. The ground floor is expected to include two retail areas separated by a public mid-block easement, a resident lobby, and residential rental units. The building is designed as Type III construction. Type III construction means that the wood framed building consists of exterior walls built from noncombustible materials and the interior building elements are of any material allowed by code (including wood framing).

The following table provides additional information regarding the proposed development of the 117 rental units within the development planned for Sub-Block B1 as of September 1, 2023.

**Table 4
Sub-Block B1
Floor Plans and Units
(as of September 1, 2023)**

Floor Plan	Avg. Approx. Square Footage	Total Number of Planned Rental Units⁽¹⁾	Total Number of Planned Market-Rate Rental Units
Plan A	400	6	2
Plan B	700-750	84	83
Plan C	900-975	<u>27</u>	<u>26</u>
Totals		117	111

⁽¹⁾ Includes six (6) planned inclusionary units. Inclusionary units are not subject to Special Taxes.

Source: Poly Rental Merchant Builder.

100% schematic design drawings were completed. A site permit was issued in December 2021. 100% design development drawings are completed. 100% construction design drawings were completed in December 2021, however they remain subject to revision during the value engineering process.

Vertical construction cost estimates and funding sources for Sub-Block B1 are summarized in the table below.

[Remainder of page intentionally left blank.]

Table 5
Sub-Block B1
Construction Cost Estimates and Funding Sources
(as of September 1, 2023)

<u>Vertical Budget</u>		<u>Total Costs</u>	<u>Spend to Date</u>	<u>Remaining⁽³⁾</u>
Land Acquisition		\$ 7,900,000	\$ 7,900,000	\$ -
Direct Costs ⁽¹⁾		74,805,576	-	74,805,576
Indirect Costs		22,966,620	5,267,238	17,699,382
Total		\$105,672,196	\$13,167,238	\$92,504,958

<u>Financing Sources</u>	<u>% of total</u>			
Equity ⁽²⁾	60%	\$ 63,403,318	\$13,167,238	\$50,236,080
Construction Loan ⁽³⁾	40	42,268,878	-	42,268,878
Total	100%	\$105,672,196	\$13,167,238	\$92,504,958

⁽¹⁾Based on 100% construction drawings, assuming 117 rental apartments.

⁽²⁾Equity contributions to be provided by Poly Global.

⁽³⁾Construction financing not yet secured.

Source: Poly Rental Merchant Builder.

[Due to changes in both global and local economic conditions that are beyond the Poly Rental Merchant Builder's control, the Poly Rental Merchant Builder has delayed commencement of construction at this time, pending satisfaction of proforma internal underwriting criteria approved by Poly Global. On a quarterly basis, the Poly Rental Merchant Builder is analyzing and reevaluating market factors, including, without limitation, equipment and material costs, supply chain delays, labor availability and costs, construction financing availability and terms, and supply and demand indicators in the local residential real estate market affecting rental rates, all in light of proforma internal underwriting criteria. No assurance can be given that the subject project will meet proforma internal underwriting criteria in light of current or future market conditions, or that amounts necessary to finance the remaining development and construction costs of the subject project will be available to the Poly Rental Merchant Builder on terms acceptable to the Poly Rental Merchant Builder. No assurance can be given that development of the property will be commenced or completed, or that it will be commenced or completed in a timely manner.]

Although Poly Rental Merchant Builder expects to have sufficient funds available to complete its development activities at Sub-Block B1, there can be no assurance, however, that construction costs estimates will be accurate or that amounts necessary to finance the remaining development and construction costs will be available from Poly Rental Merchant Builder or any other source when needed. For example, Poly Rental Merchant Builder may not be able to obtain construction financing on terms acceptable to Poly Rental Merchant Builder, if at all. Any contributions by Poly Rental Merchant Builder or any of its parent companies to fund the costs of such development and construction are entirely voluntary.

If and to the extent that the aforementioned funding sources are unavailable or inadequate to pay the costs to complete the planned development by Poly Rental Merchant Builder at Sub-Block B1 and other financing by Poly Rental Merchant Builder is not put into place, there could be a shortfall in the funds required to complete the proposed development by Poly Rental Merchant Builder at Sub-Block B1 or to pay ad valorem property taxes or Special Taxes related to Poly Rental Merchant Builder's property at Sub-Block B1 and the remaining portions of the development may not be developed.

Sub-Block C2.2 (Hawkins). Lennar Merchant Builder owns Sub-Block C2.2. A 70-foot, 178-rental unit, podium building, known as “Hawkins,” designed by Mark Cavagnero Associate Architects, is planned for the site. Multiple variations of four rental floor plans are planned, ranging in size from approximately 458 square feet to 1,648 square feet. Nine of the planned units will be inclusionary units and not subject to the Special Tax. The planned development at Sub-Block C2.2 is designed with an amenity package that includes approximately 1,550 square feet of retail space across from the park and adjacent to the shared public way, a fitness center, outdoor yoga/fitness space, pet spa, and spacious (mixed and private) co-working and meeting areas. The rooftop is planned to include a covered outdoor roof deck lounge, cabanas, barbeque and seating areas with views of the San Francisco skyline and the East Bay. Parking, storage, and other building systems are planned to be located in the parking garage below grade. The ground floor is expected to be wrapped by amenities on the east side, lobby and guest services on the south, and courtyard apartment homes on the north and west. The building is designed as Type III Construction.

The following table provides additional information regarding the proposed development of the 178 rental units within the development planned for Sub-Block C2.2 as of September 1, 2023.

**Table 6
Sub-Block C2.2
Floor Plans and Units
(as of September 1, 2023)**

Floor Plan	Avg. Approx. Square Footage	Total Number of Planned Rental Units⁽¹⁾	Total Number of Planned Market-Rate Rental Units
Plan A	458	34	32
Plan B	728	87	83
Plan C	1,077	55	52
Plan D	1,648	<u>2</u>	<u>2</u>
Totals		178	169

⁽¹⁾ Includes nine (9) planned inclusionary units. Inclusionary units are not subject to Special Taxes.

Source: Lennar Merchant Builder.

The Lennar Merchant Builder currently projects average monthly rent across all market-rate unit types to average approximately \$4,970 at the time leasing is expected to commence in fourth quarter 2024. Actual rental rates may be more or less than estimated and are exclusive of any concessions that may be offered.

Design development drawings were completed in December 2021. A site permit was obtained in July 2022 and 100% construction drawings were completed in March 2023. Construction commenced in September 2022, with core/shell completion in July 2023.

[Remainder of page intentionally left blank.]

Vertical construction cost estimates and funding sources for Sub-Block C2.2 are summarized in the table below.

Table 7
Sub-Block C2.2
Construction Cost Estimates and Funding Sources
(as of September 1, 2023)

<u>Vertical Budget</u>		<u>Total Costs</u>	<u>Spend to Date</u>	<u>Remaining⁽²⁾</u>
Land Acquisition		\$ 14,166,041	\$14,166,041	\$ 0
Direct Costs ⁽¹⁾		107,872,672	26,506,633	81,366,039
Indirect Costs		20,730,704	11,946,067	8,784,637
Total		<u>\$142,769,417</u>	<u>\$52,618,741</u>	<u>\$90,150,676</u>
<u>Financing Sources</u>	<u>% of total</u>			
Internal Funding ⁽²⁾	100%	\$142,769,417	\$52,618,741	\$90,150,676
Construction Loan	-	-	-	-
Total	<u>100%</u>	<u>\$142,769,417</u>	<u>\$52,618,741</u>	<u>\$90,150,676</u>

⁽¹⁾ Based on 100% construction design, assuming 178 rental apartments.

⁽²⁾ Construction financing is currently not anticipated to fund this project.

Source: Lennar Merchant Builder.

Although Lennar Merchant Builder expects to have sufficient funds available to complete its development activities at Sub-Block C2.2, commensurate with the development timing described in this Official Statement, there can be no assurance, however, that construction costs estimates will be accurate or that that amounts necessary to finance the remaining development and construction costs will be available from Lennar Merchant Builder or any other source when needed. For example, if Lennar Merchant Builder should decide to obtain construction financing from a third-party lender, it may not be able to obtain such construction financing on terms acceptable to Lennar Merchant Builder, if at all. Any contributions by Lennar Merchant Builder or any of its parent companies to fund the costs of such development and construction are entirely voluntary.

If and to the extent that the aforementioned funding sources are unavailable or inadequate to pay the costs to complete the planned development by Lennar Merchant Builder at Sub-Block C2.2 and other financing by Lennar Merchant Builder is not put into place, there could be a shortfall in the funds required to complete the proposed development by Lennar Merchant Builder at Sub-Block C2.2 or to pay ad valorem property taxes or Special Taxes related to Lennar Merchant Builder’s property at Sub-Block C2.2 and the remaining portions of the development may not be developed.

Sub-Block C2.3. Poly Condo Merchant Builder owns Sub-Block C2.3. A 60-foot, 85-condo unit, podium building, designed by Kennerly Architecture and Planning, is planned for the site. Multiple variations of three residential floor plans are planned, ranging in size from approximately 675 square feet to 1,643 square feet. Five of the planned units will be inclusionary units and not subject to the Special Tax. The planned development at Sub-Block C2.3 is designed with an amenity package that includes a resident lobby, co-working/lounge spaces, public and private indoors spaces, a gym, and views of the San Francisco skyline and the East Bay. Parking, storage, and other building systems are planned to be located in the parking garage below grade. The ground floor is expected to be wrapped by six stories of units on the west side and four stories of units on the east side along with a resident lobby on the south side. The building is designed as Type III Construction, but other construction types are still under consideration.

The following table provides additional information regarding the proposed development of the 85 for-sale condo units within the development planned for Sub-Block C2.3 as of September 1, 2023.

Table 8
Sub-Block C2.3
Floor Plans and Units
(as of September 1, 2023)

Floor Plan	Avg. Approx. Square Footage	Total Number of Planned Units⁽¹⁾	Total Number of Planned Market-Rate Units	Completed Market-Rate For-Sale Units	Market-Rate For-Sale Units in Escrow	Market-Rate For-Sale Units Completed, Sold, and Closed	Estimated Initial Base Prices for Market Rate For-Sale Units⁽²⁾
Plan A	675	30	28	0	0	0	TBD
Plan B	1,071	11	9	0	0	0	TBD
Plan C	1,643	<u>42</u>	<u>43</u>	<u>0</u>	<u>0</u>	<u>0</u>	TBD
Totals		85	80	0	0	0	

⁽¹⁾ Includes five (5) planned inclusionary units. Inclusionary units are not subject to Special Taxes. Actual initial base prices may be less than estimated. Base Prices are exclusive of upgrades and any concessions that may be offered.

⁽²⁾ Actual initial base prices may be less than estimated. Base Prices are exclusive of upgrades and any concessions that may be offered.

Source: Poly Condo Merchant Builder.

100% schematic design and design development drawings were completed. A site permit is expected in March 2024. 100% construction design drawings were completed in [August 2023].

[Remainder of page intentionally left blank.]

Vertical construction cost estimates and funding sources for Sub-Block C2.3 are summarized in the table below.

Table 9
Sub-Block C2.3
Construction Cost Estimates and Funding Sources
(as of September 1, 2023)

<u>Vertical Budget</u>		<u>Total Costs</u>	<u>Spend to Date</u>	<u>Remaining⁽³⁾</u>
Land Acquisition		\$ 11,000,000	\$11,000,000	\$ -
Direct Costs ⁽¹⁾		77,286,902	-	77,286,902
Indirect Costs		31,335,128	7,014,467	24,320,661
Total		\$119,622,030	\$18,014,467	\$101,607,563
<u>Financing Sources</u>	<u>% of total</u>			
Equity ⁽²⁾	60%	\$ 71,773,218	\$18,014,467	\$ 53,462,951
Construction Loan ⁽³⁾	40	47,848,812	-	47,848,812
Total	100%	\$119,622,030	\$18,014,467	\$101,607,563

⁽¹⁾ Based on 100% schematic drawings, assuming 85 condominiums.

⁽²⁾ Equity contributions to be provided by Poly Global.

⁽³⁾ Construction financing not yet secured.

Source: Poly Condo Merchant Builder.

[Due to changes in both global and local economic conditions that are beyond the Poly Condo Merchant Builder's control, the Poly Condo Merchant Builder has delayed commencement of construction at this time, pending satisfaction of proforma internal underwriting criteria approved by Poly Global. On a quarterly basis, the Poly Condo Merchant Builder is analyzing and reevaluating market factors, including, without limitation, equipment and material costs, supply chain delays, labor availability and costs, construction financing availability and terms, and supply and demand indicators in the local residential real estate market for condominium units, all in light of proforma internal underwriting criteria. No assurance can be given that the subject project will meet proforma internal underwriting criteria in light of current or future market conditions, or that amounts necessary to finance the remaining development and construction costs of the subject project will be available to the Poly Condo Merchant Builder on terms acceptable to the Poly Condo Merchant Builder. No assurance can be given that development of the property will be commenced or completed, or that it will be commenced or completed in a timely manner.]

Although Poly Condo Merchant Builder expects to have sufficient funds available to complete its development activities at Sub-Block C2.3, there can be no assurance, however, that construction costs estimates will be accurate or that that amounts necessary to finance the remaining development and construction costs will be available from Poly Condo Merchant Builder or any other source when needed. For example, Poly Condo Merchant Builder may not be able to obtain construction financing on terms acceptable to Poly Condo Merchant Builder, if at all. Any contributions by Poly Condo Merchant Builder or any of its parent companies to fund the costs of such development and construction are entirely voluntary.

If and to the extent that the aforementioned funding sources are unavailable or inadequate to pay the costs to complete the planned development by Poly Condo Merchant Builder at Sub-Block C2.3 and other financing by Poly Condo Merchant Builder is not put into place, there could be a shortfall in the funds required to complete the proposed development by Poly Condo Merchant Builder at Sub-Block

C2.3 or to pay ad valorem property taxes or Special Taxes related to Poly Condo Merchant Builder’s property at Sub-Block C2.3 and the remaining portions of the development may not be developed.

Sub-Block C2.4 (Isle House). Stockbridge/Wilson Meany Merchant Builder owns Sub-Block C2.4. A 230-foot, 250-rental unit, building, designed by David Baker Architects, is planned for the site, known as “Isle House.” Multiple variations of four rental floor plans are planned, ranging in size from approximately 500 square feet to 1,600 square feet. Twenty-four of the planned units will be inclusionary units and not subject to the Special Tax. The planned development at Sub-Block C2.4 is designed with an amenity package that includes approximately 1,125 square foot retail cafe adjacent to a park, a fitness center, a private yoga room, an indoor/outdoor roof deck solarium lounge with views of the San Francisco skyline, a library lounge and den, co-working study areas, and private offices available for rent. Parking and building systems are designed at grade, and excavation is only for the fire tank, car stacker pits, and elevator pits. Parking stackers are in the central part of the building and wrapped by live-work units. The podium courtyard sits atop the wrapped parking at levels 2 and 3 of the structure. The building is designed as Type I Construction, which is a concrete and steel frame construction method typical of high-rise buildings. Tower and podium unit plans have been refined by the design team in collaboration with Greystar Worldwide LLC.

The following table provides additional information regarding the proposed development of the 250 rental units within the development planned for Sub-Block C2.4 as of October 1, 2023.

**Table 10
Sub-Block C2.4 (Isle House)
Floor Plans and Units
(as of October 1, 2023)**

Floor Plan	Avg. Approx. Square Footage	Total Number of Planned Rental Units⁽¹⁾	Total Number of Planned Market-Rate Rental Units
Plan A	500-550	31	25
Plan B	650-725	93	86
Plan C	1,000-1,225	124	113
Plan D	1,250-1,600	<u>2</u>	<u>2</u>
Totals		250	226

⁽¹⁾ Includes 24 planned inclusionary units. Inclusionary units are not subject to Special Taxes.

Source: Stockbridge/Wilson Meany Merchant Builder.

The Stockbridge/Wilson Meany Merchant Builder currently projects average monthly rent across all market-rate unit types is projected to average approximately \$5,780 at the time leasing is expected to commence. in late summer or early fall 2024. Actual rental rates may be more or less than estimated and are exclusive of any concessions that may be offered.

Construction is well underway at Isle House. The Merchant Builder completed foundation work and commenced vertical construction in November 2022. The seven-level podium portion of the building topped out in March 2023, and the twenty-two-level tower component topped out in July 2023. Dry-in and facade work is expected to be complete by September 2023. Interior work will commence in earnest in October 2023, and is expected to be complete by early in the second quarter of 2024. Temporary certificate

of occupancy is anticipated to be issued at the end of the second quarter of 2024, and final completion is currently scheduled for September 2024.

Vertical construction cost estimates and funding sources for Sub-Block C2.4 are summarized in the table below. As of October 1, 2023, the contractor has billed approximately 62% of the construction contract.

Table 11
Sub-Block C2.4 (Isle House)
Construction Cost Estimates and Funding Sources
(as of October 1, 2023)

<u>Vertical Budget</u>		<u>Total Costs</u>	<u>Spend to Date</u>	<u>Remaining</u>
Land Acquisition		\$26,108,870	\$26,108,870	-
Direct Costs ⁽¹⁾		163,461,564	80,885,555	82,576,009
Indirect Costs		38,812,328	22,211,918	16,600,409
Total		<u>\$228,382,762</u>	<u>\$129,206,343</u>	<u>\$99,176,419</u>
<u>Financing Sources</u>	<u>% of total</u>			
Equity	46%	\$105,617,762	\$105,617,762	-
Construction Loan ⁽²⁾	54	122,765,000	23,588,581	99,176,419
Total	<u>100%</u>	<u>\$228,382,762</u>	<u>\$129,206,343</u>	<u>\$99,176,419</u>

⁽¹⁾ Based on the executed guarantee maximum price contract, assuming 250 rental apartments.

⁽²⁾ On August 12, 2022, Merchant Builder secured a \$122.8 million construction loan.

Source: Stockbridge/Wilson Meany Merchant Builder.

Stockbridge/Wilson Meany Merchant Builder closed a construction loan on August 12, 2022 in the amount of \$122,765,000 with The Union Labor Life Insurance Company for a term of thirty-six months, with two twelve-month extension options, subject to certain conditions. (the "C2.4 Loan"). The C2.4 Loan is secured by a deed of trust on Sub Block C2.4, which will be released upon loan repayment. As of October 1, 2023, \$23.6 million was outstanding under the C2.4 Loan and the C2.4 Loan was in good standing.

Although Stockbridge/Wilson Meany Merchant Builder expects to have sufficient funds available to complete its development activities at Sub-Block C2.4, commensurate with the development timing described in this Official Statement, there can be no assurance, however, that construction costs estimates will be accurate or that that amounts necessary to finance the remaining development and construction costs will be available from Stockbridge/Wilson Meany Merchant Builder or any other source when needed. Any contributions by Stockbridge/Wilson Meany Merchant Builder or any of its parent companies to fund the costs of such development and construction are entirely voluntary.

If and to the extent that the aforementioned funding sources are unavailable or inadequate to pay the costs to complete the planned development by Stockbridge/Wilson Meany Merchant Builder at Sub-Block C2.4 and other financing by Stockbridge/Wilson Meany Merchant Builder is not put into place, there could be a shortfall in the funds required to complete the proposed development by Stockbridge/Wilson Meany Merchant Builder at Sub-Block C2.4 or to pay ad valorem property taxes or Special Taxes related to Stockbridge/Wilson Meany Merchant Builder's property at Sub-Block C2.4 and the remaining portions of the development may not be developed.

Sub-Block C3.4 (Portico). Stockbridge/Wilson Meany/Lennar Merchant Builder owns Sub-Block C3.4. A six-story, 148-condo unit, podium building, known as “Portico,” designed by Fougerson Architects, is planned for the site. Multiple variations of four residential floor plans are planned, ranging in size from approximately 500 square feet to 2,000 square feet. Seven of the planned units will be inclusionary units and not subject to the Special Tax.

The following table provides additional information regarding the proposed development of the 148 for-sale condo units within the development planned for Sub-Block C3.4 as of October 1, 2023.

Table 12
Sub-Block C3.4
Floor Plans and Units
(as of October 1, 2023)

Floor Plan	Avg. Approx. Square Footage	Total Number of Planned For-Sale Units⁽¹⁾	Total Number of Planned Market-Rate For-Sale Units	Completed Market-Rate For-Sale Units	Market-Rate For-Sale Units in Escrow	Market-Rate For-Sale Units Completed, Sold, and Closed	Estimated Initial Base Prices for Market Rate For-Sale Units⁽²⁾
Plan A	500	7	7	0	0	0	\$ 698,000
Plan B	678	47	45	0	0	0	867,000
Plan C	1,058-1,375	73	68	0	0	0	1,714,443
Plan D	1,320-2,013	<u>21</u>	<u>21</u>	<u>0</u>	<u>0</u>	<u>0</u>	2,528,065
Totals		148	141	0	0	0	

⁽¹⁾ Includes seven (7) planned inclusionary units. Inclusionary units are not subject to Special Taxes.

⁽²⁾ Actual initial based prices may be less than estimated. Base Prices are exclusive of upgrades and any concessions that may be offered.

Source: Stockbridge/Wilson Meany/Lennar Merchant Builder.

A site permit was issued by the City in January 2022. 100% design development drawings are complete. 100% construction design drawings are complete. Construction commenced in October 2022. Concrete podium is [expected to be complete in August 2023] with framing to begin soon after.

Table 13
Sub-Block C3.4
Construction Cost Estimates and Funding Sources
(as of October 1, 2023)

<u>Vertical Budget</u>		<u>Total Costs</u>	<u>Spend to Date</u>	<u>Remaining</u>
Land Acquisition		\$14,900,000	\$14,900,000	-
Direct Costs ⁽¹⁾		119,111,476	24,225,298	94,886,178
Indirect Costs		40,728,822	23,958,596	16,770,226
Total		<u>\$174,740,298</u>	<u>\$63,083,894</u>	<u>\$111,656,404</u>
<u>Financing Sources</u>	<u>% of total</u>			
Equity	46%	\$80,040,298	\$53,083,894	\$26,956,404
Construction Loan ⁽²⁾	54%	94,700,000	10,000,000	84,700,000
Total	100%	<u>\$174,740,298</u>	<u>\$63,083,894</u>	<u>\$111,656,404</u>

⁽¹⁾ Based on executed contract with Suffolk-Guzman.

⁽²⁾ On September 23, 2022, Stockbridge/Wilson Meany/Lennar Merchant Builder closed a \$94.7 million construction loan with Pacific Western Bank.

Source: Stockbridge/Wilson Meany/Lennar Merchant Builder.

Stockbridge/Wilson Meany/Lennar Merchant Builder closed a construction loan on September 23, 2022 in the amount of \$94.7 million with Pacific Western Bank for a term of approximately three years. (the "C3.4 Loan"). The C3.4 Loan was then assigned to Odyssey Reinsurance Company, ISAO on June 8, 2023. The C3.4 Loan is secured by a deed of trust on Sub-Block C3.4, which will be released upon loan repayment. As of October 1, 2023, \$10 million of the construction loan has been drawn and the C3.4 Loan was in good standing.

Although Stockbridge/Wilson Meany/Lennar Merchant Builder expects to have sufficient funds available to complete its development activities at Sub-Block C3.4, commensurate with the development timing described in this Official Statement, there can be no assurance, however, that construction costs estimates will be accurate or that that amounts necessary to finance the remaining development and construction costs will be available from Stockbridge/Wilson Meany/Lennar Merchant Builder or any other source when needed. Any contributions by Stockbridge/Wilson Meany/Lennar Merchant Builder or any of its parent companies to fund the costs of such development and construction are entirely voluntary.

If and to the extent that the aforementioned funding sources are unavailable or inadequate to pay the costs to complete the planned development by Stockbridge/Wilson Meany/Lennar Merchant Builder at Sub-Block C3.4 and other financing by Stockbridge/Wilson Meany/Lennar Merchant Builder is not put into place, there could be a shortfall in the funds required to complete the proposed development by Stockbridge/Wilson Meany/Lennar Merchant Builder at Sub-Block C3.4 or to pay ad valorem property taxes or Special Taxes related to Stockbridge/Wilson Meany/Lennar Merchant Builder's property at Sub-Block C3.4 and the remaining portions of the development may not be developed.

Expected Land Use and Expected Maximum Special Tax Revenues

The following table sets forth the expected land use and the Expected Maximum Special Tax Revenues for Fiscal Year 2023-24 for the Parcels in Improvement Area No. 2.

[Remainder of page intentionally left blank.]

Table 14
Improvement Area No. 2 of the
City and County of San Francisco
Community Facilities District No. 2016-1
(Treasure Island)

Expected Land Uses and Expected Maximum Special Tax Revenues⁽¹⁾

<u>Sub-Block and Expected Land Uses</u>	<u>Expected Number of Residential Units</u>	<u>Expected Square Footage</u>	<u>FY 2023-24 Base Facilities Special Tax Rate⁽⁴⁾</u>	<u>FY 2023-24 Expected Maximum Special Tax Revenues⁽⁴⁾</u>
Sub-Block B1				
Rental Market Rate Units	111	97,942	\$3.21	\$314,866
Rental Inclusionary Units	6	3,318	0.00	0
Commercial/Retail Square Footage	-	4,785	1.73	8,287
<i>Subtotal</i>	117	106,045		\$323,153
Sub-Block C2.2				
Rental Market Rate Units	169	134,115	\$3.21	\$431,156
Rental Inclusionary Units	9	7,307	0.00	0
Commercial/Retail Square Footage	-	1,555	1.73	2,693
<i>Subtotal</i>	178	142,977		\$433,849
Sub-Block C2.3				
Low-Rise Market Rate Units	80	100,540	\$7.05	\$708,469
Low-Rise Inclusionary Rate Units	5	4,905	0.00	0
<i>Subtotal</i>	85	105,445		\$708,469
Sub-Block C2.4				
Rental Market Rate Units	226	189,765	\$3.21	\$610,061
Rental Inclusionary Units	24	17,765	0.00	0
Commercial/Retail Square Footage	-	1,250	1.73	2,165
<i>Subtotal</i>	250	208,780		\$612,226
Sub-Block C3.4				
Low-Rise Market Rate Units	142	141,926	\$7.05	\$1,000,100
Low-Rise Inclusionary Rate Units	7	6,784	0.00	0
<i>Subtotal</i>	149	148,710		\$1,000,100
TOTAL	779	711,957		\$3,077,797

Source: Goodwin Consulting Group, Inc.

⁽¹⁾ Based on the expected land uses at buildout as of July 28, 2023 per the TICD Developer.

[Remainder of page intentionally left blank.]

Property Values

Assessed Value. The aggregate assessed value of the Taxable Parcels within Improvement Area No. 2, as shown on the tax roll, for Fiscal Year 2023-24 is \$172,175,367. The sale prices of the Taxable Parcels on which the assessed value is based were established through the sale of such Parcels between entities related to members of TICD, and, as a result, such sales prices, and consequently the assessed value, may not be reflective of an arms-length market transaction with adequate market exposures. Accordingly, there can be no assurance that the assessed valuations of the Taxable Parcels with Improvement Area No. 2 accurately reflect market values, which may be higher or lower.

The following table sets forth the Fiscal Year 2023-24 aggregate assessed value by Sub-Block for the taxable parcels.

Table 15
Improvement Area No. 2 of the
City and County of San Francisco
Community Facilities District No. 2016-1
(Treasure Island)
Fiscal Year 2023-24 Assessed Value

Sub Block	Land Value	Improved Value	Total Value
B1 ⁽¹⁾	\$ 13,486,160	\$ 0	\$ 13,486,160
C2.2	21,031,696	3,114,115	24,145,811
C2.3	11,444,400	0	11,444,400
C2.4	43,886,977	29,956,814	73,843,791
C3.4	<u>44,053,120</u>	<u>5,202,085</u>	<u>49,255,205</u>
Total	\$133,902,353	\$38,273,014	\$172,175,367

⁽¹⁾ B1 includes two assessor parcels.

Sources: San Francisco Assessor's Office; Goodwin Consulting Group, Inc.

Appraisal Report. The following is a summary of certain provisions of the Appraisal Report, which should be read in conjunction with the full text of the Appraisal Report set forth in Appendix G. None of the City, the District or the Underwriter makes any representation as to the accuracy or completeness of the Appraisal Report.

The Appraisal Report of all Taxable Parcels within Improvement Area No. 2 dated September 20, 2023 was prepared by the Appraiser in connection with the issuance of the 2023A Bonds. The purpose of the Appraisal Report was to estimate the market value, by ownership, and aggregate, or cumulative, value of the fee simple interest in all Taxable Parcels in Improvement Area No. 2 as of August 4, 2023. The effective date of the Appraisal Report is August 4, 2023. The inspection of the Taxable Parcels in Improvement Area No. 2 occurred on August 4, 2023. The values are subject to a hypothetical condition that the proceeds of the 2023A Bonds are available to reimburse for certain of the public improvements in Improvement Area No. 2 that have been completed to date. The Appraisal Report appraised the value of Sub-Blocks B1, C2.2, C2.3, C2.4 and C3.4.

The Appraisal Report was based on certain assumptions and limiting conditions as described in detail beginning on page [___] thereof. See Appendix G.

Valuation Method. The Appraisal Report determined the market value of the Sub-Blocks within Improvement Area No. 2 using land residual analysis for the single-family residential land. In land residual analysis, all direct and indirect costs are deducted from an estimate of the anticipated gross sales price of the improved product. The net sales proceeds are then discounted to present value at an anticipated rate over the development and absorption period to indicate the residual value of the land. For those parcels valued using land residual analysis, the Appraiser applied a discount rate of 5.0%, exclusive of developer's incentive (profit). The Appraiser also considered comparable bulk sales as secondary support.

For the parcels to be developed with for-rent multifamily residential uses over ground floor retail, the Appraisal Report begins its valuation analysis by employing extraction analysis to estimate the market value of the land for each of the subject parcels. This analysis considers the direct and indirect construction costs, lease up costs, and entrepreneurial profit associated with each parcel and deducts these costs from the market value as if stabilized to arrive at the value of the underlying land. Direct capitalization analyses are utilized to determine the market value of the proposed vertical improvements as if stabilized. As a test of reasonableness, the Appraisal Report considered improved multifamily sales, as well as multifamily residential land sales.

Both the for-sale and for-rent parcels will include units set aside to meet inclusionary housing requirements. These units will not be subject to the lien of the Special Tax securing the Bonds. Since the appraised property comprises land at this time (under development), the obligation to construct (cost) and sell/rent (at a restricted price) the Appraiser considered such inclusionary housing units in the valuation of the underlying land.

All five development parcels are held by Merchant Builders, and in the Appraiser's opinion the parcels could transfer within twelve months of exposure to the market; thus, the Appraiser concluded that no further discounting is necessary. As there remained on the effective date of the Appraisal Report additional backbone infrastructure to be completed, the allocable remaining infrastructure costs attributable to the parcels were considered on a proportionate share basis based upon each parcel's acreage. While the completion of backbone infrastructure remained the obligation of the TICD, rather than the present owners (Merchant Builders) the purpose of the Appraisal Report was to estimate the market value of the real property as of a specific point in time. Therefore, it was the Appraiser's opinion the proportionate allocation of remaining costs to each parcel was appropriate. See "SPECIAL RISK FACTORS – Risk of Real Estate Secured Investments Generally – Failure to Develop Properties" herein.

In addition to roads and street improvements, infrastructure includes development associated with Treasure Island Causeway improvements, and utility infrastructure and upgrades. According to the development budget provided by TICD, total infrastructure costs needed for a temporary certificate of occupancy for Improvement Areas No. 1, 2, and 3 is \$390,887,368, of which \$24,953,757 in costs remained on the effective date of the Appraisal Report. TICD has allocated \$12,837,669 in remaining costs specifically to Improvement Area No. 2, given that Improvement Areas No. 1 and 3 each contribute payments to such costs. The Appraisal Report allocates backbone infrastructure costs by Sub-Block pro rata by acreage.

The Appraisal Report discussed developments in the San Francisco Bay Area condominium market related to the COVID-19 pandemic and recent interest rate increases. The Appraisal Report cites sources indicating that the San Francisco condominium market continues to lag behind the house market in key metrics. Demand declines were experienced more intensely in the urban core. However, these sources observe that median sale prices in 2022 were only 2% lower than prices in 2021 (which was a historic high). This was despite impacts to the broader residential market from recent interest rate increases by the Federal Reserve. The condo market experienced a temporary drop in demand corresponding with the interest rate hikes in the second half of 2022. But more recently, average sale prices have returned to levels just under original list

prices. The Appraisal Report cites sources indicating that the average days on market for condominiums in San Francisco was 51 days as of May 2023 and that condominium inventory is 14.4% lower than inventory in 2022.

The Appraisal Report states that average absorption rates for active condominium projects in San Francisco as of July 2023 was 1.3 sales per month. The Bristol, in Improvement Area No. 1, has averaged 1.5 sales per month. The average absorption rate for condominium projects in San Francisco since 2016 is 3.8 sales per month, with projects that achieved sellout post-pandemic at 2.7 sales per month.

Given the price point and size of the proposed units, the suburban characteristics of the location, as well as recent sales activity in neighboring Improvement Area No. 1, the Appraiser projects an absorption rate of between 3.0 and 4.0 sales per month for for-sale condos in Improvement Area No. 2, corresponding to an implied absorption rate of 21.0 sales per semi-annual period.

Regarding the multifamily rental housing market, the Appraisal Report observes that the San Francisco Bay Area multifamily market experienced strong demand during the last expansion cycle as tech companies expanded rapidly in the region. Multifamily construction activity surged, with demand keeping pace with development prior to the pandemic, resulting in vacancy rates throughout most of the areas in or below the 5% range. However, market conditions declined significantly after the onset of the COVID-19 pandemic, but have been slowly improving as renter demand has returned. Nonetheless, conditions remain below their pre-pandemic levels. The Appraisal Report cites sources indicating that as of the third quarter of 2023, vacancy has leveled off, but at higher levels than before the pandemic. Rent growth is generally flat. Vacancy in the second quarter of 2023 is 6.9% and rents are lower than in 2019. Construction activity has shifted from the City to the peninsula. Investment activity is muted. As construction costs have steadily increased in recent years, developers have been re-evaluating the feasibility of new development and there have been fewer new projects breaking ground since mid-2018.

The Appraisal Report cites sources indicating that the average asking monthly rental rate as of the second quarter of 2023 was \$3,041, up from \$3,028 in the first quarter 2023 and down from \$3,082 a year prior. Rental rate growth had been moderating since 2016 and declined significantly following the onset of the pandemic, while rent concessions increased substantially. Luxury apartments were the most heavily impacted and offered the greatest discounts, as they faced a slow leasing environment as well as additional competition from newly constructed projects. Rental rates began improving in 2021 after five quarters of decline and have been relatively stable over the past two years. The Appraisal Report cautions that guarded reliance should be placed on reported average asking rental rates due to the number of variables impacting these figures. For multifamily rental housing property sale activity, sales volume and pricing have remained subdued as investors continue to exercise caution. Investor interest has further slowed over the past year due to the rapidly rising interest rates and economic uncertainty, both in the local economy and in the nation at large.

For retail, vacancy in the San Francisco market has been gradually increasing since its historic low of 2.1% in 2015 to 6.0% as of mid-2023. It is reported that malls and power centers, particularly, were struggling prior to the coronavirus outbreak amidst an increase in customer preference for online shopping, and the mandatory closures and restrictions during 2020 have only accelerated their decline. The lowest submarket vacancy was posted in the San Francisco Outer Areas and Southeast at 3.5% and 3.9% vacancy, respectively. The highest vacancy was in the San Francisco Downtown North submarket at 11.4% vacant. The Appraisal Report cites to a source indicating an average asking rate of \$3.86 psf/month, triple net (\$46.33 psf/year) as of the second quarter 2023, unchanged from the previous quarter and year-over-year. The Appraisal Report cautions that guarded reliance should be placed on average asking rates due to the number of variables impacting these figures.

Value Estimate. Subject to the various conditions and assumptions set forth in the Appraisal Report, the Appraiser estimated that, as of August 4, 2023, the aggregate, or cumulative, value of the market values, by ownership, of the fee simple interest in the Taxable Parcels within Improvement Area No. 2 is \$219,900,000. The Appraisal Report is set forth in full in Appendix G.

The value of property within Improvement Area No. 2 is an important factor in determining the investment quality of the 2023A Bonds. If a property owner defaults in the payment of the Special Tax, the District's primary remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. The Special Tax is not a personal obligation of the owners of the property. A variety of economic, political and natural occurrences incapable of being accurately predicted can affect property values. See "SPECIAL RISK FACTORS" herein.

Special Tax Levy, Assessed Values and Value-to-Lien Ratios

The following table sets forth the development status, the actual Special Tax levy for fiscal year 2023-24 and a summary of value-to-lien ratios. [The projected special tax levy on the four Sub-blocks with site permits issued as of [____], 2023, categorized as Developed Property under the Rate and Method, is expected to provide more than [__]% annual debt service coverage on the 2023A Bonds.] Pursuant to the Act and the Rate and Method, the principal amount of the Bonds is not allocable among the parcels in Improvement Area No. 2 based on the value of the parcels. A downturn of the economy or other market factors may depress assessed values and hence the value-to-lien ratios. See "SPECIAL RISK FACTORS – Value-to-Lien Ratios" herein.

[Remainder of page intentionally left blank.]

Table 16
Improvement Area No. 2 of the
City and County of San Francisco
Community Facilities District No. 2016-1
(Treasure Island)

Fiscal Year 2023-24 Actual Special Tax Levy and Summary of Value-to-Lien Ratios
(Development Status as of June 30, 2023)

Development Class⁽¹⁾	Taxable Parcels	Expected Taxable Residential Units⁽²⁾	Appraised Value	FY 2023-24 Actual Special Tax Levy	Percent of Actual Special Tax Levy	Allocated Bond Debt⁽³⁾	Average Value- to- Lien
<u>Developed Property</u>							
Sub-Block B1	2	111	\$10,500,000	\$323,153	10.5%	\$4,198,750	2.50
Sub-Block C2.4	1	226	99,900,000	612,226	19.9	7,954,686	12.56
Sub-Block C2.2	1	169	46,900,000	1,000,100	32.5	12,994,364	3.61
Sub-Block C3.4	1	142	37,300,000	433,849	14.1	5,637,027	6.62
Subtotal	5	648	\$194,600,000	\$2,369,329	77.0%	\$30,784,827	6.32
<u>Vertical DDA Property</u>							
Sub-Block C2.3	1	80	\$25,300,000	\$708,469	23.0%	\$9,205,173	2.75
Subtotal	1	80	\$25,300,000	\$708,469	23.0%	\$9,205,173	2.75
Total	6	728	\$219,900,000	\$3,077,797	100.0%	\$39,990,000	5.50

⁽¹⁾ Development class is based on building permits issued as of June 30, 2023. Status as “Developed Property” or “Vertical DDA Property” based on the respective defined terms under the Rate and Method. See “SECURITY FOR THE BONDS - Rate and Method of Apportionment of Special Taxes” herein. Not otherwise indicative of construction or development status.

⁽²⁾ Excludes inclusionary units. Pursuant to the Rate and Method, inclusionary units are not subject to the Special Taxes.

⁽³⁾ Allocated based on the fiscal year 2023-24 actual Special Tax levy.

Sources: *Integra Realty Resources; Goodwin Consulting Group, Inc.*

[Remainder of page intentionally left blank.]

Estimated Effective Tax Rate

The following table sets forth an illustrative Fiscal Year 2022-23 tax bill for a low-rise unit for a Taxable Parcel in Sub-Block C2.3 and Sub-Block C3.4 in Improvement Area No. 2.

Table 17
Improvement Area No. 2 of the
City and County of San Francisco
Community Facilities District No. 2016-1
(Treasure Island)
Fiscal Year 2023-24 Illustrative Tax Bill for a Low-Rise Unit

<u>Assumptions</u>	Sub-Block C2.3	Sub-Block C3.4
Estimated Base Value ⁽¹⁾	\$1,900,000	\$1,550,000
Homeowner's Exemption	(\$7,000)	(\$7,000)
Net Expected Assessed Value	\$1,893,000	\$1,543,000
<u>Ad Valorem tax Rate</u>⁽²⁾		
Base Tax Rate	1.00000000% \$18,930	\$15,430
General City Bond Debt Fund	0.01400000% 265	216
S.F. Community College District Bond Fund	0.01595993% 302	246
S.F. Unified School Dist. Bond Fund	0.10761763% 2,037	1,661
San Francisco Bay Area Rapid Transit District	<u>0.04216026%</u> 798	651
Total Ad Valorem Taxes	1.17973782% \$22,332	\$18,203
<u>Direct Charges</u>		
SF Bay RS Parcel Tax	\$ 12	\$ 12
SFUSD Facilities District	41	41
SFCCD Parcel Tax	99	99
SFUSD Teacher Support	284	284
School Parcel Tax of 2020	297	297
IA Treasure Island CFD No. 2016-1 ⁽³⁾	8,858	7,096
Total Direct Charges	\$9,590	\$7,829
Total Taxes and Direct Charges	\$31,923	\$26,032
Percentage of Estimated Base Value	1.68%	1.68%

⁽¹⁾ Represents the average sales prices included in the Appraisal Report.

⁽²⁾ Based on the fiscal year 2022-23 ad valorem tax rates. Ad valorem tax rates are subject to change in future years.

⁽³⁾ Reflects the fiscal year 2023-24 maximum special tax.

Sources: Integra Realty Resources; San Francisco Tax Collector's Office; Goodwin Consulting Group, Inc.

[Remainder of page intentionally left blank.]

Delinquency History

Under the provisions of the Act, the Special Taxes, from which funds necessary for the payment of principal of, and interest on, the 2023A Bonds are derived, will be billed to Property Owners on their regular property tax bills. Such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do regular property tax installments. Special Tax installment payments cannot generally be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax installment payments in the future. See the caption “SPECIAL RISK FACTORS – Tax Delinquencies.”

Special Taxes were first levied in Improvement Area No. 2 in Fiscal Year 2022-23. Thus, there is little historical record regarding payment of Special Taxes. [But no delinquencies were reported for Fiscal Year 2022-23.] [To be confirmed.] Because the County’s Teeter Plan is not available for the Special Taxes, collections of the Special Taxes will reflect actual deficiencies. Neither the City, the Underwriter nor the District can predict the willingness or ability of the Property Owners to pay the Special Taxes.

See the caption “SECURITY FOR THE BONDS – Covenant for Superior Court Foreclosure” for a discussion of the provisions that apply, and procedures that the District is obligated to follow, in the event of delinquency in the payment of Special Tax installments.

[Remainder of page intentionally left blank.]

Direct and Overlapping Debt

The table below details the direct and overlapping debt currently encumbering property within Improvement Area No. 2 as of September 1, 2023.

Table 18
Improvement Area No. 2 of the
Community Facilities District No. 2016-1
(Treasure Island)
Direct and Overlapping Debt
(as of September 1, 2023)

2023-24 Assessed Valuation: \$172,175,367 (Land and Improvements)

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 9/1/23</u>	
Bay Area Rapid Transit District General Obligation Bonds	0.017%	\$ 416,969	
San Francisco City and County General Obligation Bonds	0.051	1,308,178	
San Francisco Unified School District General Obligation Bonds	0.051	520,001	
San Francisco Community College District General Obligation Bonds	0.051	200,640	
San Francisco City and County Community Facilities District No. 2016-1, I.A. 2	100.	<u>24,990,000</u>	(1)
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$27,435,788	
<u>OVERLAPPING GENERAL FUND DEBT:</u>			
San Francisco City and County General Fund Obligations	0.051%	<u>\$713,400</u>	
TOTAL OVERLAPPING GENERAL FUND DEBT		\$713,400	
<u>OVERLAPPING TAX INCREMENT DEBT:</u>			
San Francisco City and County			
Infrastructure and Revitalization Financing District No. 1	33.053%	<u>\$9,560,603</u>	
TOTAL OVERLAPPING TAX INCREMENT DEBT		\$9,560,603	
COMBINED TOTAL DEBT		\$37,709,791	(2)

(1) Excludes Mello-Roos Act bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2023-24 Assessed Valuation:

Direct Debt (\$24,990,000)	14.51%
Total Direct and Overlapping Tax and Assessment Debt.....	15.93%
Combined Total Debt.....	21.90%

Source: California Municipal Statistics.

[Add sentence re IRFD 2023 Bonds reflecting relative timing of issuance.]

SPECIAL RISK FACTORS

The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth herein, in evaluating an investment in the 2023A Bonds. This discussion does not purport to be comprehensive or definitive, and other risk factors could arise in the future that could have a bearing on the 2023A Bonds. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in Improvement Area No. 2 to pay their Special Taxes when due. Such failures to pay Special Taxes could result in the inability of the District to make full and punctual payments of debt service on the 2023A Bonds, or could otherwise affect the market price and

liquidity of the 2023A Bonds in the secondary market. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in Improvement Area No. 2 or the City's ability to recover delinquent Special Taxes in foreclosure proceedings.

Real Estate Investment Risks

Generally. The Bondowners will be subject to the risks generally incident to an investment secured by real estate, including, without limitation, (i) adverse changes in local market conditions, such as changes in the market value of real property in the District (including impacts on market value caused by less-favorable mortgage interest rates and other terms), the supply of or demand for competitive properties in such area, and the market value of residential properties and/or sites in the event of sale or foreclosure, (ii) changes in real estate tax rates, interest rates and other operating expenses, government rules (including, without limitation, zoning laws and restrictions relating to threatened and endangered species) and fiscal policies (iii) natural disasters (including, without limitation, earthquakes, subsidence, floods and fires), which may result in uninsured losses, or natural disasters elsewhere in the country or other parts of the world affecting supply of building materials that may cause delays in construction, and (iv) the impacts of a public health emergency, such as the COVID-19 pandemic, on construction and sales activity, the national and regional economy and financial circumstances of property owners in the District. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in Improvement Area No. 2 to pay their Special Taxes when due, and could induce or exacerbate the risks described in “SPECIAL RISK FACTORS – Value-to-Lien Ratios; Future Indebtedness; Parity Liens,” “– Maximum Special Tax Rates,” “– Collection of Special Taxes; Tax Delinquencies,” and “– Bankruptcy and Foreclosure.”

Concentration of Property Ownership. Failure of any significant owner of Taxable Parcels in Improvement Area No. 2 to pay the annual Special Taxes when due could result in the rapid, total depletion of the 2022 Reserve Fund and the Additional Special Tax Reserve Fund prior to replenishment from the resale of the property upon a foreclosure or otherwise or prior to delinquency redemption after a foreclosure sale, if any. In that event, there could be a default in payments of the principal of and interest on the 2023A Bonds.

Improvement Area No. 2 has a significant concentration of ownership. Currently all of the Sub-Blocks in Improvement Area No. 2 that are subject to the Special Tax are owned by the Merchant Builders. See “IMPROVEMENT AREA NO. 2” for information regarding property ownership and the status of development in Improvement Area No. 2.

The Special Taxes are not a personal obligation of the owners of the Taxable Parcels on which such Special Taxes are levied, and no assurances can be given that the holder of the Taxable Parcels will be financially able to pay the Special Taxes levied on such Taxable Parcels or that they will choose to pay even if financially able to do so. Such risk is greater and its consequence more severe when ownership of Taxable Parcels is concentrated and may be expected to decrease when ownership of the Taxable Parcels is diversified. At present, all of the Taxable Parcels in the District are owned by the Merchant Builders.

Failure to Develop Properties. Currently, the residential units contemplated for Sub-Blocks C2.2., C2.4 and C. 3.4 in Improvement Area No. 2 are under construction and Sub-Blocks B1 and C2.3 are not. Further development of property in Improvement Area No. 2 may not occur as currently proposed or at all. Development plans and expectations have been modified in the past for numerous reasons, including the COVID-19 pandemic, supply chain issues, inflationary increases in costs, and various delays caused by the foregoing. Previously projected revenues for the Treasure Island Project have been pushed out and reduced such that the projected values of, and expected returns on, developer interests are projected to be lower today than they were projected to be a few years ago. See “THE TREASURE ISLAND PROJECT - KSWM

Litigation” herein. There can be no assurance that the means and incentive to conduct land development operations as currently planned within Improvement Area No. 2 will not be adversely affected by a deterioration of the real estate market and economic conditions or future local, State and federal governmental policies relating to real estate development, the income tax treatment of real property ownership, the national economy, global market instability or natural disasters that impact ferry or automobile access to Improvement Area No. 2. The Merchant Builder for Sub-Blocks B1 and C2.3 is currently assessing its plans for those Sub-Blocks. See “IMPROVEMENT AREA NO. 2” herein. Current plans could change as a result of such assessments or otherwise.

Unimproved or partially improved land is inherently less valuable than land with improvements on it, especially if there are restrictions on development, and provides less security to the Owners should it be necessary for the City to foreclose on the property due to the nonpayment of Special Taxes. Any delays in developing unimproved property, or the decision not to construct improvements on such property, may affect the willingness and ability of the owners of property within Improvement Area No. 2 to pay the Special Taxes when due.

Land development is subject to comprehensive federal, State and local regulations. Approval is required from various agencies in connection with the layout and design of developments, the nature and extent of improvements, construction activity, land use, zoning, school and health requirements, as well as numerous other matters. There is always the possibility that such approvals will not be obtained or, if obtained, will not be obtained on a timely basis. Failure to obtain any such agency approval or to satisfy such governmental requirements could adversely affect planned land development. In addition, there is a risk that future governmental restrictions, including, but not limited to, governmental policies restricting or controlling development within Improvement Area No. 2, will be enacted, and a risk that future voter approved land use initiatives could add more restrictions and requirements on development within Improvement Area No. 2.

Moreover, there can be no assurance that the means and incentive to conduct land development operations within the Improvement Area No. 2 will not be adversely affected by a deterioration of the real estate market and economic conditions or future local, State and federal governmental policies relating to real estate development, the income tax treatment of real property ownership, the national economy, or natural disasters that impact ferry or automobile access to the Improvement Area No. 2.

The Project Agreements afford TICD effectively the right but not the obligation to develop the balance of the Treasure Island Project beyond Improvement Area No. 2. Infrastructure in Improvement Area No. 2 is largely complete, and TICD has provided security for the completion of the public infrastructure in Improvement Area No. 2. Also, TICD and TI Series 1 have confirmed that, as of the date of this Official Statement, they are actively proceeding with development of the Treasure Island Project in accordance with the terms and requirements of the DDA, and, at this time, have no plans to cease such development. However, neither TIDA, the City nor the Underwriter make any assurance that development of the Treasure Island Project will be completed.

Financing will be needed to complete the development of property within Improvement Area No. 2. Not all construction loans have been acquired and not all equity commitments have been fully drawn. Public bond financing, in addition to the 2023A Bonds, is needed to reimburse for infrastructure, [including planned IRFD bonds], which reimbursements may be applied by TI Series 1 and TICD subsidiaries to fund any aspect of the overall Treasure Island Project, including on-going spend on later stages. Issuance of future bonds for the District or IRFD will depend upon future property values, interest rates and market access and other factors; any delays may affect timing and pace of planned development. Construction contracts for vertical development in Sub-Blocks B1 and C2.3 within Improvement Area No. 2 have not been executed. Design of the buildings contemplated for those Sub-Blocks is currently being assessed.

Projected costs may increase for those Sub-Blocks or others in Improvement Area No. 2. No assurance can be given that the required funding will be secured or that the planned vertical development will be partially or fully completed. It is possible that cost overruns will be incurred that will require additional funding beyond what that currently projected, which may or may not be available or that development may not proceed as planned. See the caption “IMPROVEMENT AREA NO. 2 – Infrastructure Development and Financing Plan” and “– Merchant Builder Development and Financing” for a discussion of estimated costs and sources of funding for the completion of the construction of certain of the projects in Improvement Area No. 2.

Public Health Emergencies

In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. On February 11, 2020 the World Health Organization (“WHO”) announced the official name for the outbreak of COVID-19, an upper respiratory tract illness. COVID-19 has since spread across the globe. The WHO declared the COVID-19 outbreak to be a pandemic. The spread of COVID-19 has had and continues to have significant adverse health and financial impacts throughout the world, including the City.

While COVID-19 case rates have significantly declined, vaccination rates have increased, certain emergency orders have been lifted, and the national and local economy has been improving, the economic effects of the COVID-19 pandemic are uncertain in many respects. The ultimate impact of COVID-19 on the operations and finances of the City, the District, TICD or the Merchant Builders and the real estate market and development within the City is not fully known, and it may be some time before the full adverse impact of the COVID-19 outbreak is known. Further, there could be future COVID-19 outbreaks or other public health emergencies that could have material adverse effects on the operations and finances of the City, the District, TICD, TI Series 1 or the Merchant Builders. Adverse impacts to the development within the District as a whole could include, without limitation, one or more of the following: (i) potential supply chain slowdowns or shutdowns resulting from the unavailability of workers in locations producing construction materials; (ii) slowdowns or shutdowns by local governmental agencies in providing governmental permits, inspections, title and document recordation, and other services and activities associated with real estate development; (iii) delays in construction; (iv) extreme fluctuations in financial markets and contraction in available liquidity; (v) extensive job losses and declines in business activity across important sectors of the economy; (vi) permissive remote work policies reducing demand for commercial office spaces; (vii) declines in business and consumer confidence that negatively impact economic conditions or cause an economic recession, (viii) reduced demand for development projects; (ix) delinquencies in payment of Special Taxes and (x) the failure of government measures to stabilize the financial sector and introduce fiscal stimulus sufficient to counteract economic impacts of the public health emergency.

The 2023A Bonds are limited obligations of the City, secured by and payable solely from the Special Tax Revenues and the funds pledged therefor under the Fiscal Agent Agreement. Information in this section about the potential impact of COVID-19 or other public health emergencies on the City’s finances does not suggest that the City has an obligation to pay debt service on the 2023A Bonds from any other sources of funds. See “SECURITY FOR THE BONDS – Limited Obligation” herein.

Neither the City, the Underwriter, TI Series 1 nor the Merchant Builders can predict the ultimate effects of the COVID-19 outbreak or other public health emergencies or whether any such effects will not have material adverse effect on the ability to develop the Treasure Island Project, including Improvement Area No. 2, as planned and described herein, or the availability of Special Taxes from Improvement Area No. 2 in an amount sufficient to pay debt service on the Bonds.

Value-to-Lien Ratios; Future Indebtedness; Parity Liens

Value-to-lien ratios have traditionally been used in land-secured bond issues as a measure of the “collateral” supporting the willingness of property owners to pay their special taxes and assessments (and, in effect, their general property taxes as well). The value-to-lien ratio is mathematically a fraction, the numerator of which is the value of the property as measured by assessed values or appraised values and the denominator of which is the “lien” of governmental bonds payable from the assessments or special taxes. A value-to-lien ratio should not, however, be viewed as a guarantee for credit-worthiness. Property values are sensitive to economic cycles. Assessed or appraised values may not reflect the current market value of property. A downturn of the economy or other market factors may depress property values and lower the value-to-lien ratios.

Further, the value-to-lien ratios may vary widely from parcel to parcel. Although judicial foreclosure proceedings can be initiated rapidly, the process can take several years to complete, and the bankruptcy courts may impede the foreclosure action. No assurance can be given that, should a parcel with delinquent Special Taxes be foreclosed upon and sold, any bid would be received for such property or, if a bid were received, that such bid would be sufficient to pay all delinquent Special Taxes. Finally, local agencies may form overlapping community facilities districts or assessment districts. Local agencies typically do not coordinate their bond issuances.

Additional debt issued for Improvement Area No. 2 and debt issuance by another entity could dilute value-to-lien ratios and reduce the ability or willingness of property owners in Improvement Area No. 2 to pay their Special Taxes when due. The cost of any additional improvements may well increase the public and private debt for which the land in Improvement Area No. 2 provides security, and such increased debt could reduce the ability or desire of property owners to pay the Special Taxes levied against the property in Improvement Area No. 2. In addition, in the event any additional improvements or fees are financed pursuant to the establishment of an assessment district or another district formed pursuant to the Act, any taxes or assessments levied to finance such improvements may have a lien on a parity with the lien of the Special Taxes.

The City is authorized to issue on behalf of the District for the benefit of Improvement Area No. 2 bonded indebtedness, including the 2022A Bonds and the 2023A Bonds, in an aggregate amount not to exceed \$278.2 million. TICD’s projections assume approximately \$[___] million in additional Parity Bond proceeds in addition to the proceeds of the 2023A Bonds. See “IMPROVEMENT AREA NO. 2 – Infrastructure Development and Financing Plan.”

The City has no control over the ability of other agencies to issue indebtedness secured by other special taxes or assessments payable from all or a portion of the property within the District.

Billing of Special Taxes

A special tax formula can result in a substantially heavier property tax burden being imposed upon properties within a community facilities district than elsewhere in a city or county, and this in turn, along with various other factors, can lead to problems in the collection of the special tax. In some community facilities districts, taxpayers have refused to pay the special tax and have commenced litigation challenging the special tax, the community facilities district and the bonds issued by a community facilities district.

Under provisions of the Act, the Special Taxes are levied on Taxable Parcels within Improvement Area No. 2 that were entered on the Assessment Roll of the County Assessor by January 1 of the previous Fiscal Year. Such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do regular property tax installments. Ordinarily, these Special Tax installment

payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make installment payments of Special Taxes in the future. See “SECURITY FOR THE BONDS – Covenant for Superior Court Foreclosure” herein for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of installments of Special Taxes.

Maximum Special Tax Rates

Within the limits of the Rate and Method, in the event of Special Tax delinquencies by one or more Taxable Parcels, the City may adjust the Special Taxes levied on all non-delinquent Taxable Parcels within Improvement Area No. 2 to provide the amount required each year to pay annual debt service on the 2023A Bonds and to replenish [the 2022 Reserve Fund to an amount equal to the 2022 Reserve Requirement]; however, (1) any such increase on Taxable Parcels used for private residential purposes is limited to 10% above the amount that would have been levied in that Fiscal Year had there never been any delinquencies or defaults and (2) the amount of Special Taxes that may be levied against particular categories of property is subject to the maximum tax rates set forth in the Rate and Method. In the event of significant Special Tax delinquencies, there is no assurance that the maximum tax rates for non-delinquent Taxable Parcels in Improvement Area No. 2 would be sufficient to meet debt service obligations on the Bonds. See “SECURITY FOR THE BONDS –Special Tax Fund” and APPENDIX B – “RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” attached hereto.

Insufficiency of Special Taxes; Exempt Property

Under the Rate and Method, the annual amount of Special Tax to be levied on each Taxable Parcel in Improvement Area No. 2 will be based primarily on the property use category or categories and corresponding square footages. See APPENDIX B – “RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” attached hereto and “SECURITY FOR THE BONDS – Rate and Method of Apportionment of Special Taxes” herein. The Act provides that, if any property within Improvement Area No. 2 not otherwise exempt from the Special Tax is acquired by a public entity through a negotiated transaction, or by a gift or devise, the Special Tax will continue to be levied on and enforceable against the public entity that acquired the property. In addition, the Act provides that, if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment and be paid from the eminent domain award. The constitutionality and operation of these provisions of the Act have not been tested in the courts. In particular, insofar as the Act requires payment of the Special Taxes by a federal entity acquiring property within the Improvement Area No. 2, it may be unconstitutional.

In addition, the total assessed value can be reduced through the reclassification of taxable property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by State and local agencies and property used for qualified educational, hospital, charitable or religious purposes).

If a substantial portion of land within Improvement Area No. 2 became exempt from the Special Tax, the maximum Special Tax which could be levied upon the remaining acreage might not be sufficient to pay principal of and interest on the 2023A Bonds when due and a default could occur with respect to the payment of such principal and interest.

Collection of Special Taxes; Tax Delinquencies

Under provisions of the Act, the Special Taxes, from which funds necessary for the payment of principal of, and interest on, the 2023A Bonds are derived, will be billed to the properties within Improvement Area No. 2 on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable consistent with, and bear the same penalties and interest for non-payment, as do regular property tax installments. Special Tax installment payments cannot be made to the County Tax Collector separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax installment payments in the future.

See “SECURITY FOR THE BONDS – 2022 Reserve Fund” and “ – Additional Special Tax Reserve Fund” and “SECURITY FOR THE BONDS – Covenant for Superior Court Foreclosure” herein, for a discussion of the provisions which apply, and procedures which the City is obligated to follow under the Fiscal Agent Agreement, in the event of delinquency in the payment of Special Tax installments.

The City has covenanted in the Fiscal Agent Agreement to institute foreclosure proceedings under certain conditions against property with delinquent Special Taxes to obtain funds to pay debt service on the 2023A Bonds. If foreclosure proceedings were instituted, any mortgage or deed of trust holder could, but would not be required to, advance the amount of the delinquent Special Taxes to protect its security interest. If such foreclosure is necessary, there could be a delay in principal and interest payments to the owners of the 2023A Bonds pending prosecution of the foreclosure proceedings and receipt of the proceeds of the foreclosure sale, if any. No assurances can be given that the real property subject to foreclosure and sale at a judicial foreclosure sale would be sold or, if sold, that the proceeds of such sale would be sufficient to pay any delinquent Special Taxes installment. Although the Act authorizes the City to cause such an action to be commenced and diligently pursued to completion, the City is not required to purchase or otherwise acquire any lot or parcel of property offered at the foreclosure sale if there is no other purchaser at such sale. See “SECURITY FOR THE BONDS – Covenant for Superior Court Foreclosure” herein.

Because the Teeter Plan is not available to special taxes levied in Improvement Area No. 2, collections of Special Taxes will reflect actual delinquencies.

Disclosure to Future Property Owners

Pursuant to Section 53328.3 of the Act, the City has recorded a Notice of Special Tax Lien. The sellers of real property subject to the Special Tax within Improvement Area No. 2 are required to give prospective buyers a Notice of Special Tax in accordance with Sections 53340.2 and 53341.5 of the Act. While title companies normally refer to the Notice of Special Tax Lien in title reports, there can be no guarantee that such reference will be made or the seller’s notice given or, if made and given, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a property or the lending of money thereon. Failure to disclose the existence of the Special Taxes could affect the willingness and ability of future owners of land within Improvement Area No. 2 to pay the Special Taxes when due.

Potential Early Redemption of Bonds from Special Tax Prepayments

Public agency property owners within Improvement Area No. 2 are permitted to prepay their Special Taxes at any time. Such payments will result in a mandatory redemption of 2023A Bonds from Special Tax prepayments on the Interest Payment Date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of such Special Tax prepayment. The resulting redemption

of 2023A Bonds purchased at a price greater than par could reduce the otherwise expected yield on such 2023A Bonds. See “THE 2023A BONDS – Redemption –*Redemption from Special Tax Prepayments*” herein.

Seismic Risks

General. The City is located in a seismically active region. Active earthquake faults underlie both the City and the surrounding Bay Area. Seismic events may cause damage, or temporary or permanent loss of occupancy to buildings in Improvement Area No. 2, as well as to transportation infrastructure that serves Improvement Area No. 2. These faults include the San Andreas Fault, which passes within about three miles of the City’s border, and the Hayward Fault, which runs under Oakland, Berkeley and other cities on the east side of San Francisco Bay, about 10 miles away, as well as a number of other significant faults in the region. Significant seismic events include the 1989 Loma Prieta earthquake, centered about 60 miles south of the City, which registered 6.9 on the Richter scale of earthquake intensity. That earthquake caused fires, building collapses, and structural damage to buildings and highways in the City and surrounding areas. The San Francisco-Oakland Bay Bridge, the only east-west vehicle access into the City and the only automobile access to Improvement Area No. 2, was closed for a month for repairs, and several highways in the City were permanently closed and eventually removed. On August 24, 2014, the San Francisco Bay Area experienced a 6.0 earthquake centered near Napa along the West Napa Fault. The City did not suffer any material damage as a result of this earthquake.

California Earthquake Probabilities Study. In March 2015, the Working Group on California Earthquake Probabilities (a collaborative effort of the U.S. Geological Survey (U.S.G.S.), the California Geological Survey, and the Southern California Earthquake Center) reported that there is a 72% chance that one or more earthquakes of magnitude 6.7 (the magnitude of the 1994 Northridge earthquake) or larger will occur in the San Francisco Bay Area before the year 2045. In addition, the U.S.G.S. released a report in April 2017 entitled The HayWired Earthquake Scenario, which estimates that property damage and direct business disruption losses from a magnitude 7.0 earthquake on the Hayward Fault would be more than \$82 billion (in 2016 dollars). Most of the losses are expected to be attributable to shaking damage, liquefaction, and landslides (in that order). Eighty percent of shaking damage is expected to be caused by the magnitude 7.0 mainshock, with the rest of the damage resulting from aftershocks occurring over a 2-year period thereafter. Such earthquakes could be very destructive. In addition to the potential damage to buildings subject to the Special Tax, due to the importance of San Francisco as a tourist destination and regional hub of commercial, retail and entertainment activity, a major earthquake anywhere in the Bay Area may cause significant temporary and possibly long-term harm to the City’s economy, tax receipts, infrastructure and residential and business real property values, including in Improvement Area No. 2.

A separate City report dated March 2020 cited to liquefaction maps by the United States Geological Survey for large past earthquakes. These maps show that Treasure Island and small portions of Yerba Buena Island had very high liquefaction susceptibility in connection with those earthquakes.

Earthquake Safety Implementation Plan (“ESIP”). ESIP began in early 2012, evolving out of the key recommendations of the Community Action Plan for Seismic Safety (“CAPSS”), a 10-year-long study evaluating the seismic vulnerabilities the City faces. The CAPSS Study prepared by the Applied Technology Council looked at the impact to all of the City’s buildings and recommended a 30-year plan for action. As a result of this plan, San Francisco has mandated the retrofit of nearly 5,000 soft-story buildings housing over 111,000 residents by September 2021. As of March 21, 2023, 90% of the buildings have been brought into compliance. Currently, the City is implementing a façade ordinance requiring owners of 5-story or higher buildings to submit inspection reports every 10 years. The first set of inspections focus on pre-1910 buildings. Inspection reports for more recent buildings will be phased in over the next four years. Future tasks will address the seismic vulnerability of older nonductile concrete and concrete tilt-

up buildings, which are at high risk of severe damage or collapse in an earthquake. This retrofit program is currently in development.

Tall Buildings Safety Strategy Report and Executive Directive. The City commissioned a first in the nation “Tall Buildings Study” by the Applied Technology Council to consider the impact of earthquakes on buildings taller than 240 feet. The Treasure Island development program has only 4 parcels zoned at higher than 240 feet[, including Sub-Block C2.4]. The final report following the study, released in January 2019, evaluates best practices for geotechnical engineering, seismic risks, standards for post-earthquake structural evaluations, barriers to re-occupancy, and costs and benefits of higher performance goals for new construction. The study estimates that for a tall building designed to current seismic standards, it might take two to six months to mobilize for and repair damage from a major earthquake, depending on the building location, geologic conditions, and the structural and foundation systems. The report identifies and summarizes sixteen recommendations for reducing seismic risk prior to earthquakes for new and existing buildings, reducing seismic risk following earthquakes, and improving the City’s understanding of its tall building seismic risk. See “THE TREASURE ISLAND PROJECT – Infrastructure” herein.

On January 24, 2019, Mayor London N. Breed issued an executive directive instructing City departments to work with community stakeholders, develop regulations to address geotechnical and engineering issues, clarify emergency response and safety inspection roles, and establish a Disaster Recovery Task Force for citywide recovery planning, including a comprehensive recovery plan for the financial district and surrounding neighborhoods by the end of the year. All of these tasks are currently underway. In November 2019, an exercise was conducted to test post-earthquake building safety inspection protocol and logistics. San Francisco was the first jurisdiction to test this statewide program. The City’s Disaster Recovery Taskforce had its kick-off meeting in February 2020 to evaluate plans for development of a Disaster Recovery Framework and Downtown Resilience Plan, following several months of groundwork by a consultant team. In consultation with the Structural Engineers Association of Northern California (“SEAONC”), Administrative Bulletin AB-111 – “Guidelines for Preparation of Geotechnical and Earthquake Ground Motion Reports for Foundation Design and Construction of Tall Buildings” was adopted on June 15, 2020, which presented requirements and guidelines for developing geotechnical site investigations and preparing geotechnical reports for the foundation design and construction of tall buildings in the City.

Climate Change; Risk of Sea Level Rise and Flooding Damage

Numerous scientific studies on global climate change show that, among other effects on the global ecosystem, sea levels will rise, extreme temperatures will become more common, and extreme weather events will become more frequent as a result of increasing global temperatures attributable to atmospheric pollution.

The *Fourth National Climate Assessment*, published by the U.S. Global Change Research Program in November 2018 (“NCA4”), finds that more frequent and intense extreme weather and climate-related events, as well as changes in average climate conditions, are expected to continue to damage infrastructure, ecosystems and social systems over the next 25 to 100 years. NCA4 states that rising temperatures, sea level rise, and changes in extreme events are expected to increasingly disrupt and damage critical infrastructure and property and regional economies and industries that depend on natural resources and favorable climate conditions. Disruptions could include more frequent and longer-lasting power outages, fuel shortages and service disruptions. NCA4 states that the continued increase in the frequency and extent of high-tide flooding due to sea level rise threatens coastal public infrastructure. NCA4 also states that expected increases in the severity and frequency of heavy precipitation events will affect inland infrastructure, including access to roads, the viability of bridges and the safety of pipelines.

Sea levels are expected to continue to rise in the future due to the increasing temperature of the oceans causing thermal expansion and growing ocean volume from glaciers and ice caps melting into the oceans. Between 1854 and 2016, sea level rose about nine inches according to the tidal gauge at Fort Point, a location underneath the Golden Gate Bridge. Weather and tidal patterns, including 100-year or more storms and king tides, may exacerbate the effects of climate related sea level rise. Coastal areas like the City are at risk of substantial flood damage over time, affecting private development and public infrastructure, including roads, utilities, emergency services, schools, and parks. As a result, the City could lose considerable tax revenues and many residents, businesses, and governmental operations along the waterfront could be displaced, and the City could be required to mitigate these effects at a potentially material cost.

Adapting to sea level rise is a key component of the City's policies. The City and its enterprise departments have been preparing for future sea level rise for many years and have issued a number of public reports. For example, in March 2016, the City released a report entitled "Sea Level Rise Action Plan," identifying geographic zones at risk of sea level rise and providing a framework for adaptation strategies to confront these risks. That study shows an upper range of end-of-century projections for permanent sea level rise, including the effects of temporary flooding due to a 100-year storm, of up to 108 inches above the 2015 average high tide. To implement this Plan, the Mayor's Sea Level Rise Coordinating Committee, co-chaired by the Planning Department and Office of Resilience and Capital Planning, joined the Port, the Public Utilities Commission and other public agencies in moving several initiatives forward. This included a Citywide Sea Level Rise Vulnerability and Consequences Assessment to identify and evaluate sea level rise impacts across the City and in various neighborhoods that was released in February 2020.

In April 2017, the Working Group of the California Ocean Protection Council Science Advisory Team (in collaboration with several state agencies, including the California Natural Resources Agency, the Governor's Office of Planning and Research, and the California Energy Commission) published a report, that was formally adopted in March 2018, entitled "Rising Seas in California: An Update on Sea Level Rise Science" (the "Sea Level Rise Report") to provide a new synthesis of the state of science regarding sea level rise. The Sea Level Rise Report provides the basis for State guidance to state and local agencies for incorporating sea level rise into design, planning, permitting, construction, investment and other decisions. Among many findings, the Sea Level Rise Report indicates that the effects of sea level rise are already being felt in coastal California with more extensive coastal flooding during storms, exacerbated tidal flooding, and increased coastal erosion. In addition, the report notes that the rate of ice sheet loss from Greenland and Antarctic ice sheets poses a particular risk of sea level rise for the California coastline. The City has incorporated the projections from the 2018 report into its Guidance for Incorporating Sea Level Rise Guidance into ongoing Capital Planning. The Guidance requires that City projects over \$5 million consider mitigation and/or adaptation measures.

In March 2020, a consortium of State and local agencies, led by the Bay Area Conservation and Development Commission, released a detailed study entitled, "Adapting to Rising Tides Bay Area: Regional Sea Level Rise Vulnerability and Adaptation Study," on how sea level rise could alter the Bay Area. The study states that a 48-inch increase in the bay's water level in coming decades could cause more than 100,000 Bay Area jobs to be relocated, nearly 30,000 lower-income residents to be displaced, and 68,000 acres of ecologically valuable shoreline habitat to be lost. The study further argues that without a far-sighted, nine county response, the region's economic and transportation systems could be undermined along with the environment. Runways at SFO could largely be under water.

Portions of the San Francisco Bay Area, including Improvement Area No. 2, are built on fill that was placed over saturated silty clay known as "Bay Mud." This Bay Mud is soft and compressible, and the consolidation of the Bay Mud under the weight of the existing fill is ongoing. A report issued in March 2018 by researchers at UC Berkeley and the University of Arizona suggests that flooding risk from climate

change could be exacerbated in the San Francisco Bay Area due to the sinking or settling of the ground surface, known as subsidence. The study claims that the risk of subsidence is more significant for certain parts of the City built on fill.

Projections of the effects of global climate change on the City are complex and depend on many factors that are outside the City's control. The various scientific studies that forecast climate change and its adverse effects, including sea level rise and flooding risk, are based on assumptions contained in such studies, but actual events may vary materially. Also, the scientific understanding of climate change and its effects continues to evolve. Accordingly, the City is unable to forecast when sea level rise or other adverse effects of climate change (e.g., the occurrence and frequency of 100-year storm events and king tides) will occur. In particular, the City cannot predict the timing or precise magnitude of adverse economic effects, including, without limitation, material adverse effects on the business operations or financial condition of the City and the local economy during the term of the 2023A Bonds. While the effects of climate change may be mitigated by the City's past and future investment in adaptation strategies, the City can give no assurance about the net effects of those strategies and whether the City will be required to take additional adaptive mitigation measures. If necessary, such additional measures could require significant capital resources.

In September 2017, the San Francisco City Attorney filed a lawsuit on behalf of the People of the State of California in San Francisco Superior Court against the five largest investor-owned oil companies seeking to have the companies pay into an abatement fund to help fund infrastructure for climate change adaptation. In July 2018, the United States District Court for the Northern District of California denied the People's motion for remand to State court and then dismissed the lawsuit, which the City had joined as a plaintiff. The plaintiffs appealed these decisions to the United States Court of Appeals for the Ninth Circuit, which in May 2020 vacated the District Court's order that found the case arose under federal law, remanding the case back to the District Court to determine if there were any other grounds for federal jurisdiction. In June 2021, the U.S. Supreme Court declined to review the Ninth Circuit's decision. In October 2022, the District Court ordered the case remanded to State court and stayed the remand pending any appeals. The defendants have appealed the District Court's decision to the Ninth Circuit, which has scheduled oral argument on the issue in November 2023. While the City believes that the claims in this lawsuit are meritorious, it can give no assurance regarding whether the lawsuit will be successful and obtain the requested relief from the courts, or contributions to the abatement fund from the defendant oil companies.

Treasure Island and Yerba Buena Island may be particularly susceptible to the impacts of sea level rise or other impacts of climate change or flooding because of their location and topography. An assessment and strategy report related to sea-level rise was issued in connection with the current permit issued by the San Francisco Bay Conservation and Development Commission (BCDC) for the Treasure Island Project. The BCDC permit, issued in 2016, requires an update on sea level rise every five years. The first such update was prepared for TIDG by an outside consultant and issued in October 2021. The update looked at changes in sea-level-rise policy and projections since the commencement of the Treasure Island Project and evaluated if the adopted sea-level-rise policy projections and adaptation measures remain applicable or need revision. The update also looked at (i) the amount of sea level rise that has occurred since the start of the project and (ii) whether the amount of sea level rise would draw into consideration any documented impacts to public access areas in the form of flooding and settlement. The update concluded that the 2016 assessment and strategy report remains consistent with the most recent sea-level rise projections. The update did not call for a change to the adopted approach to sea-level rise adaptation.

With respect to the Treasure Island Project, the Rate and Method requires the establishment of reserves for the Treasure Island Project as a whole for public improvements necessary to ensure that shoreline, public facilities, and public access improvements will be protected due to sea level rise at the perimeters of Treasure Island and Yerba Buena Island. However, the City can provide no assurances that

the Special Taxes levied in Improvement Area No. 2 and in other improvement areas (if any) in the District will be available to fund such reserves or whether such reserves would be sufficient to protect the Islands from sea level rise. For additional information regarding the establishment of the capital reserves for the Treasure Island Project, see “RATE AND METHOD” herein and APPENDIX B – “RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The City is unable to predict whether sea level rise or other impacts of climate change or flooding from a major storm will occur, when they may occur, and if any such events occur, whether they will have a material adverse effect on the business operations or financial condition of the City, the local economy or, in particular, the Taxable Parcels in Improvement Area No. 2 that are subject to the Special Tax and the ability of a property owner in Improvement Area No. 2 to pay the Special Tax levy.

Other Natural Disasters and Other Events

In addition to earthquake and sea-level rise (discussed above), other natural or man-made disasters or events, such as flood, wildfire, tsunamis, toxic dumping, civil unrest or acts of terrorism, could also adversely impact persons or property within the City generally and/or specifically in Improvement Area No. 2, damage City and District infrastructure and adversely impact the City’s ability to provide municipal services.

In September 2010, a Pacific Gas & Electric (“PG&E”) high pressure natural gas transmission pipeline exploded in San Bruno, California, with catastrophic results. PG&E owns, operates and maintains numerous gas transmission and distribution pipelines throughout the City. In August 2013, a massive wildfire in Tuolumne County and the Stanislaus National Forest burned over 257,135 acres (the “Rim Fire”), which area included portions of the City’s Hetch Hetchy Project. The Hetch Hetchy Project is comprised of dams (including O’Shaughnessy Dam), reservoirs (including Hetch Hetchy Reservoir which supplies 85% of San Francisco’s drinking water), hydroelectric generation and transmission facilities and water transmission facilities. Hetch Hetchy facilities affected by the Rim Fire included two power generating stations and the southern edge of the Hetch Hetchy Reservoir. There was no impact to drinking water quality. The City’s hydroelectric power generation system was interrupted by the fire, forcing the San Francisco Public Utilities Commission to spend approximately \$1.6 million buying power on the open market and using existing banked energy with PG&E. The Rim Fire inflicted approximately \$40 million in damage to parts of the City’s water and power infrastructure located in the region. Certain portions of the Hetch Hetchy Project are old and deteriorating, and outages at critical points of the project could disrupt water delivery to significant portions of the region and/or cause significant costs and liabilities to the City.

Many areas of northern California have suffered from wildfires in more recent years, including the Tubbs fire which burned across several counties north of the Bay Area in October 2017 (part of a series of fires covering approximately 245,000 acres and causing 44 deaths and approximately \$14 billion in damage), the Camp fire which burned across Butte County, California in November 2018 (covering almost 240 square miles and resulting in numerous deaths and over \$16 billion in property damage) and Kincade Fire which burned across Sonoma County, California in late 2019 (covering over 77,000 acres). Spurred by findings that these fires were caused, in part, by faulty powerlines owned by PG&E, the power company subsequently adopted mitigation strategies which results in pre-emptive distribution circuit and high power transmission line shut offs during periods of extreme fire danger (i.e., high winds, high temperatures and low humidity) to portions of the Bay Area, including the City. In recent years, parts of the City experienced black out days as a result of PG&E’s wildfire prevention strategy. Future shut offs are expected to continue and it is uncertain what effects future PG&E shut offs will have on the local economy.

In recent years, California experienced numerous significant wildfires. In addition to their direct impact on health and safety and property damage in California, the smoke from these wildfires has

impacted, and future wildfires may impact, the quality of life in the Bay Area and the City and may have short-term and future impacts on commercial and tourist activity in the City, as well as the desirability of the City and the Bay Area as places to live, potentially negatively affecting real estate trends and values.

The California Geological Survey (“CGS”), in concert with the California Emergency Management Agency and the Tsunami Research Center at the University of Southern California, produced new statewide tsunami hazard zone maps in July 2021. CGS has identified much of the District and all of Treasure Island as being located in the San Francisco tsunami hazard zone.

In addition, economic and market forces, such as a downturn in the Bay Area’s economy generally, can also affect assessed values, particularly as these forces might reverberate in the residential housing and commercial property markets. Assessed values are subject to appeal each year during an appeal filing period from July 2 to September 15. Appeals are heard by the Assessment Appeals Board, an independent agency that is separate from the City’s Office of the Assessor-Recorder. Economic downturns could motivate comparatively larger numbers of property owners to appeal the assessed values of their properties.

Under Proposition 8, assessors in California have authority to use criteria to apply reductions in valuation to classes of properties affected by any factors affecting value, including but not limited to negative economic conditions.

COVID-19’s impact on San Francisco real property values first arose on the 2021 assessment roll, resulting in an almost 4-times increase in the total count of Proposition 8 reductions granted compared to the 2020 assessment roll (up from 2,059 to 8,212) and more than 8-times increase in the value of the reductions (up from \$272 million to \$2.18 billion). The total count and value of Proposition 8 reductions for the 2023 assessment roll were 5,326 and \$1.7 billion, respectively.

The two most significant factors driving these changes for the 2021 and 2022 assessment rolls were reductions in value for hotel and condominium properties. In response to COVID-19, the Assessor’s Office performed proactive reviews of commercial properties, which resulted in temporary reductions of \$1.01 billion for 26 hotel properties on the 2021 assessment roll and \$839 million for 15 hotel properties on the 2022 assessment roll. For the 2023 assessment roll, the Assessor’s Office did not grant temporary reductions to these hotel properties. Condominiums accounted for the largest share of new reductions since the onset of the pandemic at over 70% of the total value of temporary reductions excluding hotels on the 2021 and 2022 assessment rolls and more than half of the total count for these years. For the 2023 assessment roll, condominiums accounted for a slightly lower percentage of total value of temporary reductions at 63% while remaining stable as a percentage of total count.

No assurance is given that Proposition 8 reductions will not be granted in the future if applicable criteria apply. Reductions could be based on factors that prompted past reductions or could include other or additional factors. See “ – Value-to-Lien Ratios; Future Indebtedness; Parity Liens” above. See also “THE CITY” and “IMPROVEMENT AREA NO. 2 – Property Values” herein.

As a result of the occurrence of events like those described above, a substantial portion of the property owners in Improvement Area No. 2 may be unable or unwilling to pay the Special Taxes when due, and the 2022 Reserve Fund for the 2023A Bonds or any 2022A Related Parity Bonds and the Additional Special Tax Reserve Fund for the Bonds may become depleted.

Hazardous Substances

A serious risk in terms of the potential reduction in the value of a parcel within Improvement Area No. 2 would be the discovery of a hazardous substance that was not discovered prior to the transfer of the

parcels forming Improvement Area No. 2. See “THE TREASURE ISLAND PROJECT – History – *Navy Remediation and Transfer*. In general, the owners and operators of a parcel within Improvement Area No. 2 may be required by law to remedy conditions of such parcel relating to release or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or the “Superfund Act,” is the most well-known and widely applicable of these laws, but other California laws with regard to hazardous substances are also similarly stringent. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of the property whether or not the owner or operator had anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels within Improvement Area No. 2 be affected by a hazardous substance, would be to reduce the marketability and value of such parcel by the costs of remedying the condition. Any prospective purchaser would become obligated to remedy the condition.

Further it is possible that liabilities may arise in the future with respect to any of the parcels resulting from the current existence on the parcel of a substance currently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the current existence on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method in which it is handled. All of these possibilities could significantly affect the value of a parcel within Improvement Area No. 2 that is realizable upon a delinquency.

The City is aware of a Complaint relating to environmental conditions with respect to the Treasure Island Project. For a description of the Complaint, see “– Treasure Island Related Complaint” below.

Bankruptcy and Foreclosure

The payment of property owners’ taxes and the ability of the City to foreclose the lien of a delinquent unpaid Special Tax pursuant to its covenant to pursue judicial foreclosure proceedings, may be limited by bankruptcy, insolvency or other laws generally affecting creditors’ rights or by the laws of the State relating to judicial foreclosure. See “SECURITY FOR THE BONDS – Covenant for Superior Court Foreclosure” herein. In addition, the prosecution of a foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

The various legal opinions to be delivered concurrently with the delivery of the 2023A Bonds (including Bond Counsel’s approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

In addition, bankruptcy of a property owner (or a property owner’s partner or equity owner) would likely result in a delay in procuring Superior Court foreclosure proceedings unless the bankruptcy court consented to permit such foreclosure action to proceed. Such delay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the 2023A Bonds and the possibility of delinquent tax installments not being paid in full.

Under 11 U.S.C. Section 362(b)(18), in the event of a bankruptcy petition filed on or after October 22, 1994, the lien for ad valorem taxes in subsequent fiscal years will attach even if the property is part of the bankruptcy estate. Bondowners should be aware that the potential effect of 11 U.S.C. Section 362(b)(18) on the Special Taxes depends upon whether a court were to determine that the Special Taxes should be treated like ad valorem taxes for this purpose.

The Act provides that the Special Taxes are secured by a continuing lien which is subject to the same lien priority in the case of delinquency as ad valorem taxes. *No case law exists with respect to how a bankruptcy court would treat the lien for Special Taxes levied after the filing of a petition in bankruptcy.*

Property Controlled by FDIC and Other Federal Agencies

The City's ability to collect interest and penalties specified by State law and to foreclose the lien of delinquent Special Tax payments may be limited in certain respects with regard to properties in which the Internal Revenue Service, the Drug Enforcement Agency, the Federal Deposit Insurance Corporation (the "FDIC") or other similar federal agency has or obtains an interest.

Unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("FNMA") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States. The City has not undertaken to determine whether any federal governmental entity currently has, or is likely to acquire, any interest (including a mortgage interest) in any of the parcels subject to the Special Taxes within the Improvement Area No. 2, and therefore expresses no view concerning the likelihood that the risks described above will materialize while the 2023A Bonds are outstanding.

On June 4, 1991 the FDIC issued a Statement of Policy Regarding the Payment of State and Local Real Property Taxes. The 1991 Policy Statement was revised and superseded by a new Policy Statement effective January 9, 1997 (the "Policy Statement"). The Policy Statement provides that real property owned by the FDIC is subject to state and local real property taxes only if those taxes are assessed according to the property's value, and that the FDIC is immune from real property taxes assessed on any basis other than property value. According to the Policy Statement, the FDIC will pay its property tax obligations when they become due and payable and will pay claims for delinquent property taxes as promptly as is consistent with sound business practice and the orderly administration of the institution's affairs, unless abandonment of the FDIC's interest in the property is appropriate. The FDIC will pay claims for interest on delinquent property taxes owed at the rate provided under state law, to the extent the interest payment obligation is secured by a valid lien. The FDIC will not pay any amounts in the nature of fines or penalties and will not pay nor recognize liens for such amounts. If any property taxes (including interest) on FDIC owned property are secured by a valid lien (in effect before the property became owned by the FDIC), the FDIC will pay those claims. The Policy Statement further provides that no property of the FDIC is subject to levy, attachment, garnishment, foreclosure or sale without the FDIC's consent. In addition, the FDIC will not permit a lien or security interest held by the FDIC to be eliminated by foreclosure without the FDIC's consent.

The Policy Statement states that the FDIC generally will not pay non *ad valorem* taxes, including special assessments, on property in which it has a fee interest unless the amount of tax is fixed at the time that the FDIC acquires its fee interest in the property, nor will it recognize the validity of any lien to the extent it purports to secure the payment of any such amounts. Special taxes imposed under the Act and a special tax formula which determines the special tax due each year, are specifically identified in the Policy Statement as being imposed each year and therefore covered by the FDIC's federal immunity.

The FDIC has filed claims against one California county in United States Bankruptcy Court contending, among other things, that special taxes authorized under the Act are not *ad valorem* taxes and

therefore not payable by the FDIC, and the FDIC is seeking a refund of any special taxes previously paid by the FDIC. The FDIC is also seeking a ruling that special taxes may not be imposed on properties while they are in FDIC receivership. The Bankruptcy Court ruled in favor of the FDIC's positions and, on August 28, 2001, the United States Court of Appeals for the Ninth Circuit affirmed the decision of the Bankruptcy Court, holding that the FDIC, as an entity of the federal government, is exempt from post-receivership special taxes levied under the Act. This is consistent with provision in the Act that the federal government is exempt from special taxes.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency with respect to a parcel in which the FDIC has an interest, although prohibiting the lien of the FDIC to be foreclosed on at a judicial foreclosure sale would likely reduce the number of or eliminate the persons willing to purchase such a parcel at a foreclosure sale. Owners of the 2023A Bonds should assume that the City will be unable to foreclose on any parcel owned by the FDIC. Such an outcome would cause a draw on the 2022 Reserve Fund and the Additional Special Tax Reserve Fund and perhaps, ultimately, a default in payment of the 2023A Bonds or any 2022A Related Parity Bonds. The City has not undertaken to determine whether the FDIC or any FDIC-insured lending institution currently has, or is likely to acquire, any interest in any of the parcels that are subject to the Special Tax, and therefore expresses no view concerning the likelihood that the risks described above will materialize while the 2023A Bonds are outstanding.

California Constitution Article XIIC and Article XIID

On November 5, 1996, the voters of the State approved Proposition 218, the so-called "Right to Vote on Taxes Act." Proposition 218 added Articles XIIC and XIID to the State Constitution, which articles contain a number of provisions affecting the ability of the City to levy and collect within the District both existing and future taxes, assessments, fees and charges. According to the "Official Title and Summary" of Proposition 218 prepared by the California State Attorney General, Proposition 218 limits the "authority of local governments to impose taxes and property-related assessments, fees and charges." On July 1, 1997 California State Senate Bill 919 ("SB 919") was signed into law. SB 919 enacted the "Proposition 218 Omnibus Implementation Act," which implements and clarifies Proposition 218 and prescribes specific procedures and parameters for local jurisdictions in complying with Articles XIIC and XIID.

Article XIID of the State Constitution reaffirms that the proceedings for the levy of any Special Taxes by the City under the Act must be conducted in conformity with the provisions of Section 4 of Article XIII A. The City has completed its proceedings for the levy of Special Taxes in accordance with the provisions of Section 4 of Article XIII A. Under Section 53358 of the California Government Code, any action or proceeding to review, set aside, void, or annul the levy of a special tax or an increase in a special tax (including any constitutional challenge) must be commenced within 30 days after the special tax is approved by the voters.

Article XIIC removes certain limitations on the initiative power in matters of local taxes, assessments, fees and charges. The Act provides for a procedure, which includes notice, hearing, protest and voting requirements, to alter the rate and method of apportionment of an existing special tax. However, the Act prohibits a legislative body from adopting a resolution to reduce the rate of any special tax if the proceeds of that tax are being utilized to retire any debt incurred pursuant to the Act unless such legislative body determines that the reduction of that tax would not interfere with the timely retirement of that debt. Although the matter is not free from doubt, it is likely that exercise by the voters of the initiative power referred to in Article XIIC to reduce or terminate the Special Tax is subject to the same restrictions as are applicable to the Board of Supervisors, as the legislative body of the District, pursuant to the Act. Accordingly, although the matter is not free from doubt, it is likely that Proposition 218 has not conferred

on the voters the power to repeal or reduce the Special Taxes if such repeal or reduction would interfere with the timely retirement of the 2023A Bonds.

It may be possible, however, for voters or the Board of Supervisors, acting as the legislative body of the District, to reduce the Special Taxes in a manner which does not interfere with the timely repayment of the 2023A Bonds, but which does reduce the maximum amount of Special Taxes that may be levied in any year below the existing levels. Furthermore, no assurance can be given with respect to the future levy of the Special Taxes in amounts greater than the amount necessary for the timely retirement of the 2023A Bonds.

Proposition 218 and the implementing legislation have yet to be extensively interpreted by the courts; however, the California Court of Appeal in April 1998 upheld the constitutionality of Proposition 218's balloting procedures as a condition to the validity and collectability of local governmental assessments. A number of validation actions for and challenges to various local governmental taxes, fees and assessments have been filed in Superior Court throughout the State, which could result in additional interpretations of Proposition 218. The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of the matters discussed above, and the outcome of such determination cannot be predicted at this time with any certainty.

Validity of Landowner Elections

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, Division One (the "Court"), issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The Court considered whether Propositions 13 and 218, which amended the California Constitution to require voter approval of taxes, require registered voters to approve a tax or whether a city could limit the qualified voters to just the landowners and lessees paying the tax. The case involved a Convention Center Facilities District (the "CCFD") established by the City of San Diego. The CCFD is a financing district established under San Diego's charter and was intended to function much like a community facilities district established under the provisions of the Act. The CCFD is comprised of the entire City of San Diego. However, the special tax to be levied within the CCFD was to be levied only on properties improved with a hotel located within the CCFD.

At the election to authorize such special tax, the San Diego Charter proceeding limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel is located, thus, the election was an election limited to landowners and lessees of properties on which the special tax would be levied and was not a registered voter election. Such approach to determining who would constitute the qualified electors of the CCFD was based on Section 53326(c) of the Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed district whose property would be subject to the special tax. In addition, Section 53326(b) of the Act provides that if there are fewer than 12 registered voters in the district, the landowners shall vote.

The Court held that the CCFD special tax election did not comply with applicable requirements of Proposition 13, which added Article XIII A to the California Constitution (which states "Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district") and Proposition 218, which added Article XIII C and XIII D to the California Constitution (Section 2 of Article XIII C provides "No local government may impose, extend or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote"), or with applicable provisions of San Diego's Charter, because the electors in such an election were not the registered voters residing within such district.

San Diego argued that the State Constitution does not expressly define the qualified voters for a tax; however, the Legislature defined qualified voters to include landowners in the Mello-Roos Community Facilities District Act. The Court of Appeal rejected San Diego’s argument, reasoning that the text and history of Propositions 13 and 218 clearly show California voters intended to limit the taxing powers of local government. The Court was unwilling to defer to the Act as legal authority to provide local governments more flexibility in complying with the State’s constitutional requirement to obtain voter approval for taxes. The Court held that the tax was invalid because the registered voters of San Diego did not approve it. However, the Court expressly stated that it was not addressing the validity of landowners voting to impose special taxes pursuant to the Act in situations where there are fewer than 12 registered voters. In the case of the CCFD, at the time of the election there were several hundred thousand registered voters within the CCFD (i.e., all of the registered voters in the city of San Diego). In the case of Improvement Area No. 2, there were no registered voters within Improvement Area No. 2 at the time of the election to authorize the Special Tax within Improvement Area No. 2.

Moreover, Section 53341 of the Act provides that any “action or proceeding to attack, review, set aside, void or annul the levy of a special tax ... shall be commenced within 30 days after the special tax is approved by the voters.” Similarly, Section 53359 of the Act provides that any action to determine the validity of bonds issued pursuant to the Act or the levy of special taxes authorized pursuant to the Act be brought within 30 days of the voters approving the issuance of such bonds or the special tax.

The qualified elector in Improvement Area No. 2 approved the special tax and the issuance of bonds for Improvement Area No. 2 pursuant to the requirements of the Act when it submitted a unanimous approval on April 13, 2020. In Section 53329.6 of the Act, the California Legislature declared that any unanimous approval submitted by a property owner constitutes the vote of the qualified elector in favor of the matters addressed in the unanimous approval for purposes of the California Constitution, including, but not limited to, Articles XIII A and XIII C. Therefore, under the provisions of Section 53341 and Section 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired.

Treasure Island Related Complaint

[To be updated.] On January 23, 2020, a complaint (“Complaint”) was filed by certain former and current residents of Treasure Island (i.e., a purported class of individuals who have been living, working, attending school or had substantial contact with Treasure Island from 2006 to the present) (collectively, the “Plaintiffs”) in the Superior Court of the State of California, County of San Francisco (Case No. 20-cv-01328-JD), against TIDA (“Defendant 1”), Treasure Island Homeless Development Initiative (“Defendant 2”), Shaw Environmental (“Defendant 3”), U.S. Navy Treasure Island Clean Up Director Jim Sullivan, in his individual capacity (“Defendant 4”), U.S. Navy Treasure Island Clean Up Lead Project Manager David Clark, in his individual capacity (“Defendant 5”), U.S. Navy Representative Keith Forman, in his individual capacity (“Defendant 6”), Tetra Tech EC, Inc. (“Defendant 7”), Dan L. Batrack, in his individual and official capacity (“Defendant 8”), State Department of Toxic Substances Control (“Defendant 9”), San Francisco Department of Public Health (“Defendant 10”), Lennar Inc. (“Defendant 11”), Five Point Holdings, LLC (“Defendant 12”), John Stewart Company (“Defendant 13”) and Does 1-100 inclusive (“Defendant 14” and, together with Defendants 1 through 13, the “Defendants”). On February 21, 2020, the U.S. Navy Defendants (Defendants, 4, 5, and 6) removed the case to the United States District Court for the Northern District of California.

The Complaint generally alleged that Treasure Island was contaminated with certain radioactive and chemical contaminants at levels higher than were disclosed to the public by the U.S. Navy. The Complaint further alleged that the Defendants had knowledge of the alleged elevated contaminant levels on Treasure Island and failed to disclose such information to the Plaintiffs.

The Complaint seeks the following relief: (1) a preliminary injunction, requiring the Defendants to take “anticipatory action” to prevent harm and, through exploration of current toxicity and careful analysis of courses of action in order, to present the least threat to residents to Treasure Island, as well as conduct an immediate health and safety assessment for residents, workers and students on Treasure Island; (2) a permanent injunction (available only if Plaintiffs prevail on the merits), requiring Defendants stop all development, construction, building, digging, erecting, disturbing the soil, dirt, earth, buildings, structures, pipes and all activity at Treasure Island until independent verified reports can be obtained showing complete and total remediation of all toxic substances, including all radioactive materials from Treasure Island; (4) monetary damages in the amount of \$2 billion; (5) costs incurred bringing the action and (6) such other relief as the Court deems proper, including payment for immediate early-detection medical screenings for Plaintiffs.

On August 4, 2020, the court in response to various motions to dismiss by defendants entered an order granting Plaintiffs leave to amend their Complaint indicating, “The amended complaint also does not say anything about the point in time at which defendants might have had a duty to disclose this information [relating to levels of radiation on Treasure Island] to plaintiffs, in what context, and why, or how defendants failed. In short, plaintiffs’ current allegations are so vague and perfunctory that they give defendants ‘little idea where to begin’ in preparing a response to the complaint.” . . . “Plaintiffs are advised to focus and clarify their allegations and claims, and ensure that they state factual allegations against each named defendant. Otherwise, they are likely to face further, and potentially fatal, plausibility problems.” The entity identified as Lennar, Inc. (Defendant 11) was named in connection with each of the eight causes of action.

On September 9, 2020, the Plaintiffs filed an amended Complaint, but the amendment did not make any material changes to the allegations set forth in the original Complaint. The City, the U.S. Department of Justice, One Treasure Island, John Stewart Company, Five Point Holdings, LLC and Lennar Inc. have each filed motions to dismiss on the basis that Plaintiffs failed to follow the court’s instructions with respect to amending the Complaint. The hearing on the motion to dismiss was scheduled for November 5, 2020. The Court took the motions to dismiss under submission and did not initially issue a ruling. On February 16, 2021, Plaintiffs filed a motion seeking leave to file an amended complaint. Defendants filed opposition to this motion. On June 21, 2021, the Court granted Plaintiffs’ motion to file their third amended complaint and denied all pending motions to dismiss as moot. On June 27, 2021, Plaintiffs filed their third amended complaint naming the City and adding as defendants two City employees and the California Department of Public Health, and dismissing Defendants 9, 11 (Lennar Inc.), 12, and 13. The third amended complaint contains the same allegations as were alleged in the Complaint and seeks the same relief. The City has filed a motion to dismiss the third amended complaint. The Court vacated a November 4, 2021 hearing, and will decide the motion to dismiss without oral argument. The City is awaiting a decision. If the matter proceeds to trial on Plaintiffs’ third amended complaint, the City and TIDA believe that there are strong defenses available against each alleged cause of action relating to the City, TIDA and the individual City employees, which they intend to diligently pursue.

The parcels at issue in the Complaint are located on Treasure Island. However, apparently none of the parcels at issue in the Complaint are located in Improvement Area No. 2. Certain utility infrastructure that will service parcels located in Improvement Area No. 2 is being constructed on Treasure Island. If injunctive relief is granted and development on Treasure Island is delayed or prohibited, the delivery of utility services to the parcels located in Improvement Area No. 2 may be delayed until alternative utility infrastructure is put into place or the injunction is lifted. Further, if development on Treasure Island is enjoined, the delivery of certain elements of the overall Treasure Island Project may be delayed. If the development of the property is not completed, or is not completed in a timely manner, there could be an adverse effect on the payment of Special Taxes, which, in turn, could result in the inability of the District to make full and punctual payments of debt service on the 2023A Bonds.

The City and TIDA can give no assurance regarding the outcome of this litigation, and if the Plaintiffs succeed in their lawsuit, it could have an adverse impact on the TIDA development and the collection of Special Taxes in the District.

Ballot Initiatives and Legislative Measures

Proposition 218 was adopted pursuant to a measure qualified for the ballot pursuant to California's constitutional initiative process; and the State Legislature has in the past enacted legislation which has altered the spending limitations or established minimum funding provisions for particular activities. From time to time, other initiative measures could be adopted by California voters or legislation enacted by the Legislature. The adoption of any such initiative or legislation might place limitations on the ability of the State, the City, the District or other local districts to increase revenues or to increase appropriations or on the ability of a landowner to complete the development of property.

No Acceleration

The 2023A Bonds do not contain a provision allowing for their acceleration in the event of a payment default or other default under the terms of the 2023A Bonds or the Fiscal Agent Agreement or upon any adverse change in the tax status of interest on the 2023A Bonds. There is no provision in the Act or the Fiscal Agent Agreement for acceleration of the Special Taxes in the event of a payment default by an owner of a parcel within Improvement Area No. 2. Pursuant to the Fiscal Agent Agreement, a Bond Owner is given the right for the equal benefit and protection of all Bond Owners to pursue certain remedies described in APPENDIX C – “SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT” attached hereto.

Limitations on Remedies

Remedies available to the Bond Owners may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the 2023A Bonds. Bond Counsel has limited its opinion as to the enforceability of the 2023A Bonds and of the Fiscal Agent Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditor's rights, by equitable principles and by the exercise of judicial discretion. Additionally, the 2023A Bonds are not subject to acceleration in the event of the breach of any covenant or duty under the Fiscal Agent Agreement. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Bond Owners.

Enforceability of the rights and remedies of the Bond Owners, and the obligations incurred by the City on behalf of the District, may become subject to the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect, equity principles which may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose and the applicable limitations on remedies against public agencies in the State. See “SPECIAL RISK FACTORS – Bankruptcy and Foreclosure” herein.

Limited Secondary Market

As stated herein, investment in the 2023A Bonds poses certain economic risks which may not be appropriate for certain investors, and only persons with substantial financial resources who understand and

appreciate the risk of such investments should consider investment in the 2023A Bonds. The 2023A Bonds have not been rated by any national rating agency, and the City has not undertaken to obtain a rating. See “NO RATING” herein. There can be no guarantee that there will be a secondary market for purchase or sale of the 2023A Bonds or, if a secondary market exists, that the 2023A Bonds can or could be sold for any particular price.

Cybersecurity

The City, like many other large public and private entities, relies on a large and complex technology environment to conduct its operations, and faces multiple cybersecurity threats including, but not limited to, hacking, viruses, malware and other attacks on its computing and other digital networks and systems (collectively, “Systems Technology”). As a recipient and provider of personal, private, or sensitive information, the City has been the subject of cybersecurity incidents which have resulted in or could have resulted in adverse consequences to the City’s Systems Technology and required a response action to mitigate the consequences. For example, in November 2016, the San Francisco Municipal Transportation Agency (“SFMTA”) was subject to a ransomware attack which disrupted some of the SFMTA’s internal computer systems. Although the attack neither interrupted Muni train services nor compromised customer privacy or transaction information, SFMTA took the precaution of turning off the ticket machines and fare gates in the Muni Metro subway stations from Friday, November 25 until the morning of Sunday, November 27.

Cybersecurity incidents could result from unintentional events, or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the City’s Systems Technology for the purposes of misappropriating assets or information or causing operational disruption and damage. To mitigate the risk of business operations impact and/or damage from cybersecurity incidents or cyber-attacks, the City invests in multiple forms of cybersecurity and operational safeguards. In November 2016, the City adopted a City-wide Cyber Security Policy (“Cyber Policy”) to support, maintain, and secure critical infrastructure and data systems. The objectives of the Cyber Policy include the protection of critical infrastructure and information, manage risk, improve cyber security event detection and remediation, and facilitate cyber awareness across all City departments. The City’s Department of Technology has established a cybersecurity team to work across all City departments to implement the Cyber Policy. The City’s Cyber Policy is reviewed periodically.

The City has also appointed a City Chief Information Security Officer (“CCISO”), who is directly responsible for understanding the business and related cybersecurity needs of the City’s 54 departments. The CCISO is responsible for identifying, evaluating, responding, and reporting on information security risks in a manner that meets compliance and regulatory requirements, and aligns with and supports the risk posture of the City.

While City cybersecurity and operational safeguards are periodically tested, no assurances can be given by the City that such measures will ensure against other cybersecurity threats and attacks. Cybersecurity breaches could damage the City’s Systems Technology and cause material disruption to the City’s operations and the provision of City services. The costs of remedying any such damage or protecting against future attacks could be substantial. Further, cybersecurity breaches could expose the City to material litigation and other legal risks, which could cause the City to incur material costs related to such legal claims or proceedings.

CONTINUING DISCLOSURE

City

Pursuant to a Continuing Disclosure Certificate, dated the date of issuance of the 2023A Bonds (the “City Disclosure Certificate”), the City has covenanted for the benefit of owners of the 2023A Bonds to provide certain financial information and operating data relating to the District (the “Annual Report”) on an annual basis, and to provide notices of the occurrences of certain enumerated events. The Annual Report and the notices of enumerated events will be filed with the MSRB on EMMA. Each Annual Report is to be filed not later than nine months after the end of the City’s fiscal year (which date shall be June 30 of each year), commencing with the report for the 2023-24 Fiscal Year (which is due not later than March 31, 2025). The specific nature of information to be contained in the Annual Report or the notice of events is summarized in APPENDIX E-1 – “FORM OF CITY CONTINUING DISCLOSURE CERTIFICATE.” These covenants have been made by the City, on behalf of the District, in order to assist the Underwriter in complying with the Rule.

The City has conducted a review of the compliance of the City, with their respective previous continuing disclosure undertakings pursuant to Rule 15c2-12. On March 6, 2018, Moody’s Investors Service, Inc. (“Moody’s”) upgraded certain of the City and County of San Francisco Finance Corporation lease-backed obligations to “Aa1” from “Aa2.” The City timely filed notice of the upgrade with EMMA, but inadvertently did not link the notice to all relevant CUSIP numbers. The City has taken action to link such information to the applicable CUSIP numbers.

The Annual Report for fiscal year 2016-17, which was timely prepared, provided investors a link to the City’s 2016-17 audited financial statements (“2016-17 Audited Financial Statements”) on the City’s website. However, the 2016-17 Audited Financial Statements were not posted on EMMA. The City subsequently filed the 2016-17 Audited Financial Statements and a notice of such late filing on EMMA.

As of May 6, 2021, the City was a party to certain continuing disclosure undertakings relating to municipal securities which require the City to file notice filings on EMMA within ten days in the event of the incurrence of financial obligations and certain other events, if material. On May 6, 2021, the City extended for two years certain liquidity facilities relating to series 1 and 1-T and series 2 and 2-T of its commercial paper program. On July 1, 2021, the City filed on EMMA an event notice relating to these extensions.

For fiscal year 2021-22, although the City’s Annual Comprehensive Financial Report was posted on EMMA, it was not linked to all of the CUSIP numbers for the City and County of San Francisco Community Facilities District No. 2014-1 (Transbay Transit Center) Special Tax Bonds, Series 2022A and 2022B. The City has taken action to link such Annual Comprehensive Financial Report to the applicable CUSIP numbers.

TI Series 1

TI Series 1 is not an obligated party under Rule 15c2-12. However, pursuant to a continuing disclosure certificate, dated the date of issuance of the 2023A Bonds (the “TI Series 1 Disclosure Certificate”), TI Series 1 has voluntarily agreed to provide, or cause to be provided, to the EMMA system: (a) certain information concerning TI Series 1 and the infrastructure development of the property in Improvement Area No. 2 (the “TI Series 1 Semiannual Report”); and (b) notice of certain enumerated events. Each TI Series 1 Semiannual Report is to be filed not later than November 1 and May 1 of each year, beginning May 1, 2024.

[The obligations of TI Series 1 under the TI Series 1 Disclosure Certificate will terminate at any time that TI Series 1 determines that the Percent Complete in the third column of Table 2 is at least 90%. As of [____] 1, 2023, the Percent Complete is 77% as shown in Table 2.]

The proposed form of the TI Series 1 Disclosure Certificate is set forth in Appendix E-2.

This is the third continuing disclosure undertaking for TI Series 1, the first and second being undertakings for bonds relating to Improvement Area No. 1 for which the filings due thus far were timely filed.

Merchant Builders

The Merchant Builders are not obligated parties under Rule 15c2-12. However, pursuant to their respective continuing disclosure certificates, dated the date of issuance of the 2023A Bonds (the “Merchant Builder Disclosure Certificates”), each Merchant Builder (or a related company on the Merchant Builder’s behalf) has voluntarily agreed to provide, or cause to be provided, to the EMMA system: (a) certain information concerning the Merchant Builder and the parcels that they own within Improvement Area No. 2 (each a “Merchant Builder Semiannual Report”); and (b) notice of certain enumerated events. Each Merchant Builder Semiannual Report is to be filed not later than November 1 and May 1 of each year, beginning May 1, 2024.

The respective obligations under the Merchant Builder Disclosure Certificates will continue, while the 2023A Bonds remain outstanding, until the Merchant Builder has completed construction of all buildings to be constructed on its property in Improvement Area No. 2 and either: (1) 70% of the market-rate residential apartments in such buildings have been initially rented to individual renters or (2) 50% of the market rate condominium units in such buildings intended for sale have been sold and conveyed to individual condominium owners.

The proposed form of the Merchant Builder Disclosure Certificates is set forth in Appendix E-3.

This is the second continuing disclosure undertaking by each Merchant Builder.

Lennar’s national finance office will be responsible for filings by the Lennar Merchant Builder under its Merchant Builder Disclosure Certificate. The following is noted with respect to compliance by Lennar Homes of California, LLC, a California limited liability company (formerly known as Lennar Homes of California, Inc.) (“Lennar Homes”), an indirect wholly-owned subsidiary of Lennar, with undertakings by it to provide periodic continuing disclosure reports or notices of material events during the previous five years with respect to community facilities district and assessment district financings in California. Identification of the below described events does not constitute a representation that any such events were material.

In connection with a continuing disclosure obligation entered into with respect to the \$12,850,000 County of El Dorado District No. 2014-1 (Carson Creek) Special Tax Bonds Series 2016, Lennar Homes was late in filing the periodic reports due on April 1, 2017 and October 1, 2017; the oversight was discovered in late January 2018, and Lennar Homes promptly filed a curative report on February 1, 2018; and in connection with the \$16,780,000 California Municipal Finance Authority Special Tax Revenue Bonds BOLD Program Series 2020B, Lennar Homes inadvertently failed to file the initial semi-annual report by the due date of May 1, 2021, but filed a curative report on May 21, 2021.

Wilson Meany and/or Stockbridge will be responsible for filings by the Stockbridge/Wilson Meany Merchant Builder and the Stockbridge/Wilson Meany/Lennar Merchant Builder under their respective

Merchant Builder Disclosure Certificates. Wilson Meany and/or Stockbridge is also responsible for filings by Stockbridge / Wilson Meany YBI Investors, LLC (the “YBI Phase 1 Parent Company”) under merchant builder continuing disclosures certificates for bonds relating to Improvement Area No. 1, for which filings due thus far were timely filed. [Updates to above?]

The continuing disclosure undertakings by TI Series 1 and each Merchant Builder are independent of the City’s continuing disclosure obligation, and the City shall have no authority to compel TI Series 1 and the Merchant Builders to provide the information as and when promised thereunder, respectively.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2023A Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the “Tax Code”) that must be satisfied subsequent to the issuance of the 2023A Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2023A Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2023A Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “original issue discount” for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a 2023A Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “bond premium” for purposes of federal income taxes and State of California personal income taxes.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2023A Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such 2023A Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2023A Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2023A Bonds who purchase the 2023A Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2023A Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2023A Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering to the public at the first price at which a substantial amount of such 2023A Bonds is sold to the public.

Under the Tax Code, bond premium is amortized on an annual basis over the term of the 2023A Bond (said term being the shorter of the 2023A Bond's maturity date or its call date). The amount of bond

premium amortized each year reduces the adjusted basis of the owner of the 2023A Bond for purposes of determining taxable gain or loss upon disposition. The amount of bond premium on a 2023A Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized 2023A Bond premium is not deductible for federal income tax purposes. Owners of premium 2023A Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2023A Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2023A Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2023A Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2023A Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the 2023A Bonds, or as to the consequences of owning or receiving interest on the 2023A Bonds, as of any future date. Prospective purchasers of the 2023A Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2023A Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2023A Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2023A Bonds, the ownership, sale or disposition of the 2023A Bonds, or the amount, accrual or receipt of interest on the 2023A Bonds.

Form of Opinion. The form of opinion of Bond Counsel is set forth as Appendix D hereto.

UNDERWRITING

Stifel, Nicolaus & Co. Incorporated (the “Underwriter”) purchased the 2023A Bonds at a purchase price of \$_____, representing the principal amount of the 2023A Bonds less an Underwriter’s discount of \$_____ and plus [net] original issue premium of \$_____. The Underwriter intends to offer the 2023A Bonds to the public initially at the prices set forth on the inside cover page of this Official Statement, which prices may subsequently change without any requirement of prior notice.

The Underwriter reserves the right to join with dealers and other underwriters in offering the 2023A Bonds to the public. The Underwriter may offer and sell the 2023A Bonds to certain dealers (including dealers depositing 2023A Bonds into investment trusts) at prices lower than the public offering prices, and such dealers may reallow any such discounts on sales to other dealers.

The Underwriter and its affiliates are full-service financial institutions engaged in various activities that may include securities trading, commercial and investment banking, municipal advisory, brokerage, and asset management. In the ordinary course of business, the Underwriter and its affiliates may actively trade debt and, if applicable, equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps). The Underwriter and its affiliates may engage in transactions for their own accounts involving the securities and instruments made the subject of this securities offering or other offering of the City and/or the City of behalf of the District. The Underwriter and its affiliates may make a market in credit default swaps with respect to municipal securities in the future. The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and publish independent research views in respect of this securities offering or other offerings of the City and/or the City of behalf of the District.

LEGAL OPINION AND OTHER LEGAL MATTERS

The legal opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, as Bond Counsel, approving the validity of the 2023A Bonds, in substantially the form set forth in Appendix D hereto, will be made available to purchasers of the 2023A Bonds at the time of original delivery. Bond Counsel has not undertaken on behalf of the Owners or the Beneficial Owners of the 2023A Bonds to review the Official Statement and assumes no responsibility to such Owners and Beneficial Owners for the accuracy of the information contained herein. Certain legal matters will be passed upon for the City by the City Attorney, and by Norton Rose Fulbright US LLP, Los Angeles, California, Disclosure Counsel, with respect to the issuance of the 2023A Bonds.

Compensation paid to Jones Hall, A Professional Law Corporation, as Bond Counsel, and Norton Rose Fulbright US LLP, as Disclosure Counsel, is contingent on the issuance of the 2023A Bonds.

Norton Rose Fulbright (US) LLP, Los Angeles, California has served as Disclosure Counsel to the City, acting on behalf of the District, and in such capacity has advised City staff with respect to applicable securities laws and participated with responsible City officials and staff in conferences and meetings where information contained in this Official Statement was reviewed for accuracy and completeness. Disclosure Counsel is not responsible for the accuracy or completeness of the statements or information presented in this Official Statement and has not undertaken to independently verify any of such statements or information. The City is solely responsible for the accuracy and completeness of the statements and information contained in this Official Statement. Upon issuance and delivery of the 2023A Bonds, Disclosure Counsel will deliver a letter to the City, acting on behalf of the District, and the Underwriter to the effect that, subject to the assumptions, exclusions, qualifications and limitations set forth therein (including without limitation exclusion of any information relating to The Depository Trust Company, Cede & Co., the book-entry system, the CUSIP numbers, forecasts, projections, estimates, assumptions and expressions of opinions and the other financial and statistical data included herein, and information in Appendices B and F hereof, as to all of which Disclosure Counsel will express no view), no facts have come to the attention of the personnel with Norton Rose Fulbright (US) LLP directly involved in rendering legal advice and assistance to the City which caused them to believe that this Official Statement as of its date and as of the date of delivery of the 2023A Bonds contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. No purchaser or holder, other than the addressee of the letter, or other person or party, will be entitled to or may rely on such letter of Disclosure Counsel.

TRANSFER RESTRICTIONS

The Fiscal Agent Agreement provides that the 2023A Bonds are only to be sold (including in secondary market transactions) to “Qualified Purchasers,” which is defined in the Fiscal Agent Agreement to include Qualified Institutional Buyers as defined in Rule 144A promulgated under the Securities Act of 1933 and institutional Accredited Investors (which consists of Accredited Investors within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933).

Neither the Underwriter nor any Holder or Beneficial Owner of the 2023A Bonds shall deposit the 2023A Bonds in any trust or account under its control and sell any shares, participatory interest or certificates in such trust and account, and neither the Underwriter nor any Holder or Beneficial Owner shall deposit the 2023A Bonds in any trust or account under its control the majority of the assets of which constitute the 2023A Bonds, and sell shares, participatory interest or certificates in such trust or account except to Qualified Purchasers; provided that none of the Underwriter, Holders or Beneficial Owners shall have an obligation to independently establish or confirm that any transferee of a 2023A Bond is Qualified Purchaser, however any actual transfer of a 2023A Bond to any entity that is not a Qualified Purchaser shall be deemed null and void as provided in the Fiscal Agent Agreement.

Under the Fiscal Agent Agreement, no transfer, sale or other disposition of any 2023A Bond, or any beneficial interest therein, may be made except to an entity that is a Qualified Purchaser that is purchasing such 2023A Bond for its own account for investment purposes and not with a view to distributing such 2023A Bond. Each purchaser of any 2023A Bond or ownership interest therein will be deemed to have acknowledged, represented, warranted, and agreed with and to the City, the Underwriter and the Fiscal Agent as follows:

1. That the 2023A Bonds are payable solely from Special Tax Revenues, and from certain funds and accounts established and maintained pursuant to the Fiscal Agent Agreement;
2. That it is a Qualified Purchaser and that it is purchasing the 2023A Bonds for its own account and not with a view to, or for offer or sale in connection with any distribution thereof in violation of the Securities Act of 1933 or other applicable securities laws;
3. That such purchaser acknowledges that the 2023A Bonds and beneficial ownership interests therein may only be transferred to Qualified Purchasers;
4. That the City, the Fiscal Agent, the Underwriter and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements; and

If a holder of the 2023A Bonds makes an assignment of its beneficial ownership interest in the 2023A Bonds, the assignor will notify the assignee of the restrictions on purchase and transfer described herein.

NO LITIGATION REGARDING THE SPECIAL TAXES OR 2023A BONDS

A certificate of the City to the effect that no litigation is pending (for which service of process has been received) concerning the validity of the 2023A Bonds will be furnished to the Underwriter at the time of the original delivery of the 2023A Bonds. Neither the City nor the District is aware of any litigation pending or threatened which questions the existence of the District or the City or contests the authority of the City on behalf of the District to levy and collect the Special Taxes or to issue the 2023A Bonds.

The City is aware of a Complaint relating to Treasure Island. See “SPECIAL RISK FACTORS - Treasure Island Related Complaint” for a description thereof. The City and TIDA can give no assurance regarding the outcome of this litigation, and if the Plaintiffs succeed in their lawsuit it could have an adverse impact on the TIDA development and the collection of Special Taxes in the District.

Ongoing Investigations. In January 2020, the City’s former Director of Public Works, Mohammad Nuru, was criminally charged with public corruption, including honest services wire fraud and lying to Federal Bureau of Investigation (“FBI”) agents. In February 2020, then-City Attorney Dennis Herrera and Controller Ben Rosenfield announced the initiation of a joint investigation stemming from the federal criminal charges against Mr. Nuru. The City Attorney’s Office focused on holding public officials and City vendors accountable. The Controller undertook a public integrity review of contracts, purchase orders, and grants to the City.

Mr. Nuru resigned from employment with the City in February 2020. In January 2022, Mr. Nuru pled guilty to taking bribes from contractors, developers, and entities he regulated, including bribes from Walter Wong, a San Francisco construction company executive and permit expediting consultant, who ran or controlled multiple entities doing business with the City. In August 2022, the district court judge sentenced Mr. Nuru to 84 months in prison.

Mr. Wong was criminally charged in June 2020 with conspiring with City officials and laundering money. As part of the criminal investigation into Mr. Nuru and Mr. Wong, the SFPUC received a federal, criminal, grand jury subpoena in June 2020 to produce documents, communications, contracts and records, including the complete personnel file of the SFPUC’s former General Manager, Harlan L. Kelly, Jr.

In November 2020, Mr. Kelly was charged in a criminal complaint with one count of honest services wire fraud. The complaint alleged that Mr. Kelly also engaged in a long-running bribery scheme and corrupt partnership with Mr. Wong. The complaint further alleged that as part of the scheme, Mr. Wong provided items of value to Mr. Kelly in exchange for official acts by Mr. Kelly that benefited or attempted to benefit Mr. Wong’s business ventures. According to the criminal complaint against Mr. Kelly, Mr. Wong bribed Mr. Kelly with thousands of dollars in airfare, meals, jewelry, and travel expenses, as well as by making improvements to Mr. Kelly’s home.

Mr. Wong pled guilty in July 2020 and continues to cooperate with the ongoing federal criminal investigation. Mr. Wong has not been sentenced.

Mr. Wong settled civilly with the City in May 2021. As part of his civil settlement, he and his companies agreed to pay the City more than \$300,000 in ethics fines and more than \$1 million in restitution. The total restitution amount to the City includes \$73,000 that he received through the SFPUC when Mr. Kelly was General Manager.

Mr. Kelly resigned from employment with the City, effective November 30, 2020. Michael Carlin, former-Deputy General Manager of the SFPUC, then served as the Acting General Manager of the SFPUC through October 31, 2021. Mr. Herrera began serving as General Manager of the SFPUC on November 1, 2021.

Since Mr. Nuru’s arrest in January 2020, the Controller’s Office, in consultation with the City Attorney, has issued 11 public integrity reviews. Ten of the 11 reports focus primarily on City departments other than the SFPUC. The Controller’s Office’s December 9, 2021 Public Integrity Audit looked specifically at SFPUC’s Social Impact Partnership Program and made seven recommendations to strengthen internal controls and oversight. The SFPUC concurred with all seven of those recommendations,

and as of September 2023, five of the seven recommendations had been implemented and two were in progress.

In October 2021, a criminal grand jury returned an indictment against Mr. Kelly and Victor Makras, a San Francisco real estate broker and property developer. Mr. Makras formerly served on several City boards and commissions, including the Port Commission, Police Commission, Public Utilities Commission, and Retirement Board. In addition to the original charges against Mr. Kelly of conspiracy with Mr. Wong, the indictment added charges of bank fraud and bank fraud conspiracy related to a \$1.3 million loan Mr. Kelly obtained from Quicken Loans.

Mr. Makras' case was severed from Mr. Kelly's, and in August 2022, a jury convicted Mr. Makras of bank fraud for his role in making false statements to the bank in support of the loan to Mr. Kelly. In December 2022, Mr. Makras was sentenced to three years of probation and fined \$15,200.

On July 14, 2023, Mr. Kelly was convicted of one count of conspiracy to commit honest services wire fraud, one count of honest services wire fraud, and four counts related to charges stemming from a bank fraud scheme. The jury found Mr. Kelly not guilty of two honest services wire fraud counts. Mr. Kelly has not been sentenced.

On August 29, 2023, the San Francisco District Attorney charged Lanita Henriquez, who served as the director of the San Francisco Community Challenge Grant Program under the Office of the San Francisco City Administrator, and Rudolph Dwayne Jones, a former City official who occasionally served as a prime contractor and a subcontractor to the SFPUC, with counts of misappropriation of public monies, bribery, and financial conflict of interest in a government contract. It is alleged that Ms. Henriquez and Mr. Jones misappropriated public money between 2016 and 2020, that Mr. Jones wrote Ms. Henriquez multiple checks in 2017 and 2018 totaling \$25,000, while Ms. Henriquez directed government grant contracts exceeding \$1.4 million to entities controlled by Mr. Jones, in which entities Ms. Henriquez also had a financial stake, between 2016 and 2020.

The San Francisco District Attorney has not alleged any impropriety in connection with the sole grant program administered by Ms. Henriquez. At the direction of the City Administrator, City departments have undertaken a review of contracts between the City and contracts retaining Mr. Jones and/or RDJ Enterprises, LLC, an entity affiliated with Mr. Jones (collectively, "RDJ") in order to terminate or cancel any subcontract, service order, or other contractual arrangement with RDJ.

The FBI investigation is ongoing, and the City can give no assurance when the FBI will complete its investigation. The San Francisco District Attorney's Office Public Integrity Task Force has also independently investigated certain of the matters described here, and the City can give no assurance when this task force will complete its investigation.

NO RATING

The City has not made, and does not intend to make, any application to any rating agency for the assignment of a rating on the 2023A Bonds. Ratings are obtained as a matter of convenience for prospective investors, and the assignment of a rating is based upon the independent investigations, studies, and assumptions of rating agencies. The determination by the City not to obtain a rating does not, directly or indirectly, express any view by the City of the credit quality of the 2023A Bonds. The lack of a bond rating could impact the market price or liquidity for the 2023A Bonds in the secondary market. See "SPECIAL RISK FACTORS - Limited Secondary Market."

MUNICIPAL ADVISOR

The City has retained CSG Advisors Incorporated, as Municipal Advisor in connection with the issuance of the 2023A Bonds. The Municipal Advisor has assisted in the City's review and preparation of this Official Statement and in other matters relating to the planning, structuring, and sale of the 2023A Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement. The Municipal Advisor is an independent financial advisory firm and is not engaged in the business of underwriting, trading or distributing the 2023A Bonds.

Compensation paid to the Municipal Advisor is contingent upon the successful issuance of the 2023A Bonds.

[Remainder of page intentionally left blank.]

MISCELLANEOUS

All of the preceding summaries of the Fiscal Agent Agreement, other applicable legislation, agreements and other documents are made subject to the provisions of such documents and do not purport to be complete documents of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith.

This Official Statement does not constitute a contract with the purchasers of the 2023A Bonds. Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The execution and delivery of this Official Statement has been authorized by the Board of Supervisors.

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Director of the Office of Public Finance

APPENDIX A

ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE CITY AND COUNTY OF SAN FRANCISCO

The information contained in this Appendix A is provided for informational purposes only. No representation is made that any of the information contained in this Appendix A is material to the holders from time to time of the 2023A Bonds, and the City has not undertaken in its Continuing Disclosure Certificate to update this information. The 2023A Bonds are limited obligations of the City, secured by and payable solely from the Revenues and the funds pledged therefor under the Fiscal Agent Agreement. The 2023A Bonds are not payable from any other source of funds other than Revenues and the funds pledged therefor under the Fiscal Agent Agreement. Neither the General Fund of the City nor the enterprise funds of the Port are liable for the payment of the principal of or interest on the 2023A Bonds, and neither the faith and credit of the City, the Port, the State of California or any political subdivision thereof, nor the taxing power of the City (except to the limited extent set forth in the Fiscal Agent Agreement), the State of California or any political subdivision thereof is pledged to the payment of the 2023A Bonds.

General

The City was established in 1850 and is the only legal subdivision of the State of California with the governmental powers of both a city and a county. The City's legislative power is exercised through a Board of Supervisors, while its executive power is vested upon a Mayor and other appointed and elected officials. Key public services provided by the City include public safety and protection, public transportation, water and sewer, parks and recreation, public health, social services and land-use and planning regulation. The heads of most of these departments are appointed by the Mayor and advised by commissions and boards appointed by City elected officials.

Elected officials include the Mayor, Members of the Board of Supervisors, Assessor-Recorder, City Attorney, District Attorney, Public Defender, Sheriff, Superior Court Judges, and Treasurer. Since November 2000, the eleven-member Board of Supervisors has been elected through district elections. The eleven district elections are staggered for five and six seats at a time and held in even-numbered years. Board members serve four-year terms and vacancies are filled by Mayoral appointment.

COVID 19 Pandemic

The economic and demographic data contained in this appendix are the latest available, but include data as of dates and for periods before the economic impact of the COVID 19 pandemic and measures instituted to slow it. Accordingly, the data for such dates and periods are not indicative of the current financial condition or future prospects of the District, the City, and the region or of expected Pledged Facilities Increment or Pledged Housing Increment. See "RISK FACTORS – Public Health Emergencies" in the forepart of this Official Statement.

Population

The populations of the City and County of San Francisco for the last 10 years are shown in the following table.

POPULATION
City and County of San Francisco
2014 through 2023⁽¹⁾

Fiscal Year	Population
2014	852,948
2015	863,450
2016	871,613
2017	878,697
2018	885,716
2019	886,885
2020	873,965
2021	853,414
2022	837,036
2023	831,703

⁽¹⁾ For 2014-2019 and 2021-2023, population statistics are as of January 1. For 2020, population statistics are as of April 1.

Source: California Department of Finance.

[Remainder of Page Intentionally Left Blank.]

Employment

The following table summarizes employment in the City and County of San Francisco from 2018 through 2022. Trade, transportation and utilities, professional and business services, education/health services and leisure/hospitality are the largest employment sectors in the City.

EMPLOYMENT BY INDUSTRY City and County of San Francisco 2018 through 2022

Industry	Employment ⁽¹⁾				
	2018	2019	2020	2021	2022
All Farm	200	400	200	300	300
Mining, Logging and Construction	23,200	24,100	23,200	22,100	23,200
Manufacturing	13,200	13,800	13,400	11,700	13,400
Trade, Transportation & Utilities	82,600	84,300	73,200	70,100	72,700
Information	46,100	52,500	54,600	58,200	64,300
Financial Activities	59,900	62,000	60,300	61,000	64,200
Professional and Business Services	195,400	203,100	200,900	200,600	219,100
Education and Health Services	90,300	94,100	91,500	93,900	95,800
Leisure and Hospitality	98,500	101,800	59,100	57,000	75,900
Other Services	27,700	28,000	21,800	22,800	25,700
Government	98,200	98,800	98,200	101,300	105,900
Total Civilian Labor Force	735,100	762,900	696,500	699,000	760,400

⁽¹⁾ Employment is reported by place of work: it does not include persons involved in labor-management disputes. Figures are rounded to the nearest hundred. Columns may not sum to totals due to rounding.

Source: California State Employment Development Department, Labor Market Information Division.

[Remainder of Page Intentionally Left Blank.]

The following tables summarize the civilian labor force, employment and unemployment in the City and County of San Francisco from 2013 to 2022.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
City and County of San Francisco
Annual Averages, 2013 through 2022
(not seasonally adjusted)

Year	Civilian Labor Force	Employed Labor Force ⁽¹⁾	Unemployed Labor Force ⁽²⁾	Unemployment Rate ⁽³⁾
2013	514,200	485,800	28,400	5.5
2014	527,300	504,000	23,300	4.4
2015	541,400	521,600	19,800	3.7
2016	555,300	537,000	18,300	3.3
2017	563,000	546,400	16,600	2.9
2018	568,700	555,100	13,600	2.4
2019	580,900	568,000	12,900	2.2
2020	560,100	515,600	44,500	7.9
2021	548,600	520,800	27,800	5.1
2022	572,600	558,000	14,600	2.5

⁽¹⁾ Includes persons involved in labor-management trade disputes.

⁽²⁾ Includes all persons without jobs who are actively seeking work.

⁽³⁾ Calculated using unrounded data.

Source: California State Employment Development Department, Labor Market Information Division.

Major Private Employers

The following table shows the largest private employers located in the City and County of San Francisco as of January 2023.

LARGEST PRIVATE EMPLOYERS
City and County of San Francisco

<u>Employer</u>	<u>Number of Employees</u>	<u>Rank</u>
Salesforce Inc.	11,953	1
United Airlines	10,000	2
Sutter Health	6,134	3
Wells Fargo & Co.	5,886	4
Kaiser Permanente	4,676	5
Allied Universal	3,827	6
Uber Technologies Inc.	3,413	7
First Republic Bank	3,296	8
Accenture	2,353	9
Cisco Systems Inc.	<u>1,863</u>	10
Total	53,401	

Source: San Francisco Business Times, “Largest Employers in San Francisco” (published January 6, 2023).

Note: Since the publication date of the rankings above, JPMorgan Chase & Co. acquired the substantial majority of

assets and assumed the deposits and certain other liabilities of First Republic Bank from the Federal Deposit Insurance Corporation.

Construction Activity

The level of construction activity in the City and County of San Francisco as measured by total building permits for residential units is shown in the following tables.

BUILDING PERMITS City and County of San Francisco 2018 through 2022⁽¹⁾

	2018	2019	2020	2021	2022
Valuation (\$000)					
Residential	\$2,231,737	\$1,730,003	\$1,555,933	\$1,948,973	\$2,735,548
Non-Residential	2,293,555	1,461,943	1,253,946	1,013,680	1,594,894
TOTAL	\$4,525,292	\$3,191,946	\$2,809,881	\$2,962,653	\$4,330,442
Dwelling Units					
Single Family	95	135	65	135	272
Multiple family	5,098	3,208	2,127	2,816	6,174
TOTAL	5,184	3,343	2,192	2,951	6,446

Source: Construction Industry Research Board/CIRB.

⁽¹⁾ Totals may not add due to rounding.

Taxable Sales

Taxable sales in the City and County of San Francisco from 2018 through 2022 are shown in the following table.

TAXABLE SALES 2018 through 2022 (\$ in Thousands)

	2018	2019	2020	2021	2022
Clothing and Clothing					
Accessories Stores	\$2,046,414	\$2,029,312	\$1,163,031	\$1,587,968	\$1,746,756
General Merchandise	790,845	755,350	560,059	667,930	691,405
Food and Beverage Stores	856,217	861,757	746,455	722,410	768,428
Food Services and Drinking Places	4,844,464	5,046,263	2,081,728	2,953,373	4,266,095
Home Furnishings & Appliances	1,018,006	1,034,213	768,022	919,239	940,945
Building Material and Garden					
Equipment and Supplies Dealers	681,369	718,692	642,104	685,895	691,182
Motor Vehicle and Parts Dealers	674,008	601,929	593,476	625,719	575,323
Gasoline Stations	583,480	548,509	304,977	432,768	612,261
Other Retail Stores	<u>2,535,667</u>	<u>2,671,219</u>	<u>2,690,590</u>	<u>2,508,494</u>	<u>2,633,438</u>
Total Retail and Food Services	\$14,030,469	\$14,267,242	\$9,550,442	\$11,103,794	\$12,925,834
All Other Outlets	<u>6,312,251</u>	<u>6,689,891</u>	<u>4,839,280</u>	<u>5,503,320</u>	<u>6,685,572</u>
Total All Outlets⁽¹⁾	\$20,342,721	\$20,957,132	\$14,389,723	\$16,607,114	\$19,611,406

⁽¹⁾ Columns may not sum to totals due to rounding.

Source: California State Board of Equalization; and California Department of Tax and Fee Administration.

Assessed Valuation of Taxable Property

Assessed valuations of taxable property in the City and County of San Francisco for fiscal years 2008-09 through 2023-24 are shown in the following table:

ASSESSED VALUATION OF TAXABLE PROPERTY Fiscal Years 2008-09 through 2023-24 (\$ in Thousands)

Fiscal Year	Net Assessed ⁽¹⁾ Valuation (NAV)	% Change from Prior Year	Total Tax Rate per \$100 ⁽²⁾	Total Tax Levy ⁽³⁾	Total Tax Collected ⁽³⁾	% Collected June 30
2008-09	\$141,274,628	8.7%	1.163	\$1,702,533	\$1,661,717	97.6%
2009-10	150,233,436	6.3%	1.159	1,808,505	1,764,100	97.5%
2010-11	157,865,981	5.1%	1.164	1,888,048	1,849,460	98.0%
2011-12	158,649,888	0.5%	1.172	1,918,680	1,883,666	98.2%
2012-13	165,043,120	4.0%	1.169	1,997,645	1,970,662	98.6%
2013-14	172,489,208	4.5%	1.188	2,138,245	2,113,284	98.8%
2014-15	181,809,981	5.4%	1.174	2,139,050	2,113,968	98.8%
2015-16	194,392,572	6.9%	1.183	2,290,280	2,268,876	99.1%
2016-17	211,532,524	8.8%	1.179	2,492,789	2,471,486	99.1%
2017-18	234,074,597	10.7%	1.172	2,732,615	2,709,048	99.1%
2018-19	259,329,479	10.8%	1.163	2,999,794	2,977,664	99.3%
2019-20	281,073,307	8.4%	1.180	3,509,022	3,475,682	99.0%
2020-21	299,686,811	6.6%	1.198	3,823,246	3,785,038	99.0%
2021-22	307,712,666	2.7%	1.182	3,864,100	3,832,546	99.2%
2022-23	331,431,694	7.7%	1.180	4,067,270	4,032,813	99.2%
2023-24	343,913,585	3.8%	N/A	N/A	N/A	N/A

⁽¹⁾ Net Assessed Valuation (NAV) is Total Assessed Value for Secured and Unsecured Rolls, less Non-reimbursable Exemptions and Homeowner Exemptions.

⁽²⁾ Annual tax rate for unsecured property is the same rate as the previous year's secured tax rate.

⁽³⁾ The Total Tax Levy and Total Tax Collected through fiscal year 2022-23 is based on year-end current year secured and unsecured levies as adjusted through roll corrections, excluding supplemental assessments, as included in the statistical report received from the Office of the Treasurer and Tax Collector, City and County of San Francisco.

Source: Office of the Controller, City and County of San Francisco.

Income

The following tables provide a summary of per capita personal income for the City and County of San Francisco, the State of California and the United States, and personal income and annual percent change for the City and County of San Francisco, for 2012 through 2021.

PER CAPITA PERSONAL INCOME 2012 through 2021

<u>Year</u>	<u>San Francisco</u>	<u>California</u>	<u>United States</u>
2012	\$87,665	\$48,121	\$44,548
2013	88,675	48,502	44,798
2014	97,887	51,266	46,887
2015	105,711	54,546	48,725
2016	112,804	56,560	49,613
2017	119,208	58,804	51,550
2018	128,812	61,508	53,786
2019	130,464	64,919	56,250
2020	141,134	70,647	59,765
2021	160,749	76,614	64,143

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

Transportation

The City is reliant on a complex multimodal infrastructure consisting of roads, bridges, highways, rail, tunnels, airports, and bike and pedestrian paths. The development, maintenance, and operation of these different modes of transportation are overseen by various agencies, including the California Department of Transportation (“Caltrans”) and San Francisco Municipal Transportation Agency (“SFMTA”). The Metropolitan Transportation Commission plays a role in the planning and funding of the City’s transportation. These and other organizations collectively manage several interstate highways and state routes, two subway networks, two commuter rail agencies, trans-bay bridges, transbay ferry service, local bus service, international airports, and an extensive network of roads, tunnels, and bike paths.

SFMTA is a department of the City responsible for the management of all ground transportation in the City. The SFMTA has oversight over the Municipal Railway (Muni) public transit, as well as bicycling, paratransit, parking, traffic, walking, and taxis. The SFMTA is governed by a Board of Directors who are appointed by the Mayor and confirmed by the San Francisco Board of Supervisors. The SFMTA Board provides policy oversight, including budgetary approval, and changes of fares, fees, and fines, ensuring representation of the public interest. The San Francisco Municipal Railway, known as Muni, is the primary public transit system of the City and operates a combined light rail and subway system, the Muni Metro, as well as large bus and trolley coach networks. Additionally, it runs a historic streetcar line, which runs on Market Street from Castro Street to Fisherman's Wharf. It also operates the famous cable cars, which have been designated as a National Historic Landmark and are a major tourist attraction.

Bay Area Rapid Transit (“BART”), a regional Rapid Transit system, connects San Francisco with the East Bay through the underwater Transbay Tube. The line runs under Market Street to Civic Center where it turns south to the Mission District, the southern part of the city, and through northern San Mateo County, to the San Francisco International Airport, and Millbrae. Another commuter rail system, Caltrain, runs from San Francisco along the San Francisco Peninsula to San Jose and Gilroy. Amtrak California

Thruway Motorcoach runs a shuttle bus from three locations in San Francisco to its station across the bay in Emeryville. Additionally, BART offers connections to San Francisco from Amtrak's station in Richmond.

San Francisco Bay Ferry operates from the Ferry Building and Pier 39 to points in Oakland, Alameda-Bay Farm Island, South San Francisco, and north to Vallejo in Solano County. The Golden Gate Ferry is the other ferry operator with service between San Francisco and Marin County. SolTrans runs supplemental bus service between the Ferry Building and Vallejo. To accommodate the large amount of San Francisco citizens who commute to the Silicon Valley daily, companies like Google and Apple provide private bus transportation for their employees, from San Francisco locations to their corporate campuses on the peninsula. See also “THE TREASURE ISLAND PROJECT – Transportation” in the forepart of the Official Statement.

See “RISK FACTORS – Public Health Emergencies” in the forepart of this Official Statement.

Public Education

San Francisco Unified School District (“SFUSD”) established in 1851, is the only public school district within the City and is among the largest school district in California. SFUSD administers both the school district and the San Francisco County Office of Education, making it a “single district county.”

The University of California, San Francisco (“UCSF”) is the sole campus of the University of California system entirely dedicated to graduate education in health and biomedical sciences and operates the UCSF Medical Center which is a major local employer. A 43-acre Mission Bay campus was opened in 2003, complementing its original facility in Parnassus Heights and contains research space and facilities to foster biotechnology and life sciences entrepreneurship. UCSF operates approximately 20 facilities across the City.

The University of California, Hastings College of the Law, founded in Civic Center in 1878, is the oldest law school in California. San Francisco's two University of California institutions have formed an official affiliation in the UCSF/UC Hastings Consortium on Law, Science & Health Policy.

San Francisco State University is part of the California State University system and is located near Lake Merced. The school awards undergraduate, master's and doctoral degrees in over 100 disciplines.

The City College of San Francisco, with its main facility in the Ingleside district, is one of the largest two-year community colleges in the country and offers an extensive continuing education program.

See “RISK FACTORS – Public Health Emergencies” in the forepart of this Official Statement.

APPENDIX B

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT

APPENDIX D

FORM OF BOND COUNSEL OPINION

[Delivery Date]

Board of Supervisors
City and County of San Francisco
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

OPINION: \$ _____ Improvement Area No. 2 of the City and County of San Francisco
Community Facilities District No. 2016-1 (Treasure Island)
Special Tax Bonds, Series 2023A

Members of the Board of Supervisors:

We have acted as bond counsel to the City and County of San Francisco (the “City”) in connection with the issuance by the City of the special tax bonds captioned above, dated as of the date first written above (the "Bonds"). In such capacity, we have examined such law and such certified proceedings, opinions, certifications and other documents as we have deemed necessary to render this opinion.

The Bonds are issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being sections 53311 et seq. of the California Government Code (the “Act”), Resolution No. [_____] adopted by the Board of Supervisors on [___], 2023 and signed by the Mayor on [___], 2023, (the “Resolution”), and a Fiscal Agent Agreement dated as of February 1, 2022 (the “Master Fiscal Agent Agreement”), between the City and Zions Bancorporation, National Association, as Fiscal Agent (the “Fiscal Agent”), as supplemented by a First Supplement to Fiscal Agent Agreement, dated as of December 1, 2023 (as supplemented, the “Fiscal Agent Agreement”).

Under the Fiscal Agent Agreement, the City has pledged certain revenues (“Special Tax Revenues”) for the payment of principal, premium (if any) and interest on the Bonds when due.

Regarding questions of fact material to our opinion, we have relied on representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law:

1. The City is a municipal corporation and chartered city and county, duly organized and existing under its charter and the laws of the State of California, with the power to adopt the Resolution, enter into the Fiscal Agent Agreement and perform the agreements on its part contained therein, and issue the Bonds.

2. The Fiscal Agent Agreement has been duly authorized, executed and delivered by the City, and constitutes a valid and binding obligation of the City, enforceable against the City.

3. The Fiscal Agent Agreement creates a valid lien on the Special Tax Revenues and other funds pledged by the Fiscal Agent Agreement for the security of the Bonds, on a parity with other bonds issued or to be issued in accordance with the Fiscal Agent Agreement.

4. The Bonds have been duly authorized and executed by the City and are valid and binding limited obligations of the City, payable solely from the Special Tax Revenues and other funds provided therefor in the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. It should be noted however that interest on the Bonds may be subject to the corporate alternative minimum tax. The opinions set forth in the preceding sentences are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Fiscal Agent Agreement are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or any court; rather, our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions, and any assumptions expressed herein, and in reliance upon the representations, and covenants referenced above. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

APPENDIX E-1

FORM OF CITY CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City and County of San Francisco (the “City”) with respect to the Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (the “District”) in connection with the issuance of the above captioned Bonds (the “Bonds”). The Bonds are issued pursuant to Resolution No. 501-21 adopted by the Board of Supervisors of the City (the “Board of Supervisors”) on October 26, 2021, and approved by Mayor London N. Breed on November 5, 2021 (together, “Resolution”) and Fiscal Agent Agreement, dated as of February 1, 2022, as supplemented by the First Supplement to Fiscal Agent Agreement, dated as of December 1, 2023, each by and between the City and Zions Bancorporation, National Association, as fiscal agent, and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California). The City covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which: (a) has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) including, but not limited to, the power to vote or consent with respect to any Bonds or to dispose of ownership of any Bonds; or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean Goodwin Consulting Group, Inc., acting in its capacity as Dissemination Agent under this Disclosure Certificate, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Financial Obligation” means “financial obligation” as such term is defined in the Rule.

“Holder” shall mean either the registered owners of the Bonds, or, if the Bonds are registered in the name of The Depository Trust Company or another recognized depository, any applicable participant in such depository system.

“Listed Events” shall mean any of the events listed in Section 5(a) and 5(b) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB currently located at <http://emma.msrb.org>.

“Participating Underwriter” shall mean any of the original underwriter or purchaser of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Fiscal Agent Agreement.

SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the City’s fiscal year (which date shall be June 30 of each year), commencing with the report for the 2023-24 Fiscal Year (which is due not later than March 31, 2025), provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate; provided the Annual Report for the 2023-24 Fiscal Year shall consist solely of the financial statements of the City and the Official Statement dated October __, 2023 related to the Bonds (which may be incorporated by reference and need not be reposted to EMMA). If the Dissemination Agent is not the City, the City shall provide the Annual Report to the Dissemination Agent not later than 15 days prior to such date. The Annual Report must be submitted in electronic format and accompanied by such identifying information as is prescribed by the MSRB, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; *provided*, that if the audited financial statements of the City are not available by the date required above for the filing of the Annual Report, the City shall submit unaudited financial statements and submit the audited financial statements as soon as they are available. If the City’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(e).

(b) If the City is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the City shall send a notice to the MSRB as required by Section 5(c).

(c) The Dissemination Agent shall (if the Dissemination Agent is other than the City), file a report with the City certifying the date that the Annual Report was provided to the MSRB pursuant to this Disclosure Certificate.

SECTION 4. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following information, as required by the Rule:

(a) the audited general purpose financial statements of the City prepared in accordance with generally accepted accounting principles applicable to governmental entities. The financial statements required by this subsection (a) shall be accompanied by the following statement:

The City’s annual financial statement is provided solely to comply with the Securities Exchange Commission staff’s interpretation of rule 15c2-12. The bonds are limited obligations of the City, secured by and payable solely from the Special Tax Revenues and the funds pledged therefor under the Fiscal Agent Agreement. The Bonds are not payable from any other source of funds other than Special Tax Revenues and the funds pledged therefor under the Fiscal Agent Agreement. The General Fund of the City is not liable for the payment of the principal of or interest on the Bonds, and neither the credit nor the taxing power of the City (except to the limited extent set forth in the Fiscal Agent Agreement) or of the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

(b) (1) the principal amount of the outstanding Parity Bonds as of September 2 preceding the date of the Annual Report and total debt service of the outstanding Parity Bonds that was due in the Bond Year preceding the date of the Annual Report, and (2) the debt service of the outstanding Parity Bonds by series and in total that was due or is scheduled to be due in the then-current Bond Year, and in each Bond Year thereafter through the final maturity date of the outstanding Parity Bonds.

(c) the balance in the Improvement Fund as of June 30 preceding the date of the Annual Report (until such fund has been closed).

(d) (1) the balance in the 2022 Reserve Fund and any reserve for any 2022A Related Parity Bonds and the then-current reserve requirement amount for the 2023A Bonds and any 2022A Related Parity Bonds as of June 30 preceding the date of the Annual Report; and (2) if the Additional Special Tax Reserve Fund has not been released under the Fiscal Agent Agreement, the balance in the Additional Special Tax Reserve Fund as of June 30 preceding the date of the Annual Report.

(e) a completed table for the then current fiscal year for each Sub-Block, categorized by development status, as follows:

Development Status	Taxable Parcels	Expected Taxable Residential Units	Square Footage	Assessed Value	Current FY Maximum Special Tax Revenue	Current FY Special Tax Levy	Allocated Bond Debt	Average VTL
Developed Property ⁽¹⁾								
Vertical DDA Property ⁽¹⁾								
Undeveloped Property ⁽¹⁾								

⁽¹⁾ As applicable.

(f) for any delinquent parcels in Improvement Area No. 2:

- number of parcels delinquent in payment of the Special Tax,
- amount of total delinquency and delinquency as a percentage of total Special Tax, and

- status of the City's actions to pursue foreclosure proceedings upon delinquent properties pursuant to the Fiscal Agent Agreement,

in each case, for the most recently concluded Fiscal Year.

(g) identity of any delinquent taxpayer obligated for more than 10% of the annual Special Tax levy, together with the amount of total delinquency, delinquency as a % of total Special Tax levy, and the assessed value of the applicable properties and a summary of the results of any foreclosure sales, if available (with ownership information based on the most recent information available, which is not necessarily the most up to date information as of the date of the report).

(h) any changes to the Rate and Method since the filing of the prior Annual Report.

(i) to the extent not otherwise provided pursuant to the preceding items (a)-(h), annual information required to be filed with respect to the District since the last Annual Report with the California Debt and Investment Advisory Commission pursuant to Sections 50075.1, 50075.3, 53359.5(b), 53410(d) or 53411 of the California Government Code.

Any or all of the items listed above may be set forth in a document or set of documents, or may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB website. If the document included by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following events numbered 1-10 with respect to the Bonds not later than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB) or adverse tax opinions;
6. Tender offers;
7. Defeasances;
8. Rating changes;
9. Bankruptcy, insolvency, receivership or similar event of the City; or
10. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the City, any which reflect financial difficulties.

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding

under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) The City shall give, or cause to be given, notice of the occurrence of any of the following events numbered 11-18 with respect to the Bonds not later than ten business days after the occurrence of the event, if material:

11. Unless described in paragraph 5(a)(5), other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
12. Modifications to rights of Bond holders;
13. Unscheduled or contingent Bond calls;
14. Release, substitution, or sale of property securing repayment of the Bonds;
15. Non-payment related defaults;
16. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
17. Appointment of a successor or additional trustee or the change of name of a trustee; or
18. Incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights or similar terms of Financial Obligation of the City, any of which affect security holders.

(c) The City shall give, or cause to be given, in a timely manner, notice (substantially in the form of Exhibit A) of a failure to provide the annual financial information on or before the date specified in Section 3.

(d) Whenever the City obtains knowledge of the occurrence of a Listed Event described in Section 5(b), the City shall determine if such event would be material under applicable federal securities laws.

(e) If the City learns of the occurrence of a Listed Event described in Section 5(a), or determines that knowledge of a Listed Event described in Section 5(b) would be material under applicable federal securities laws, the City shall within ten business days of occurrence file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsection 5(b)(13) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

SECTION 6. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all

of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(e).

SECTION 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend or waive this Disclosure Certificate or any provision of this Disclosure Certificate, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 3(b), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of the City Attorney or nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the owners of a majority in aggregate principal amount of the Bonds or (ii) does not, in the opinion of the City Attorney or nationally recognized bond counsel, materially impair the interests of the Holders.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5; and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Remedies. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Participating Underwriter, Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate to cause the City to comply with its obligations under this Disclosure Certificate; provided that any such action may be instituted only in a federal or state court located in the City and County of San Francisco, State of California, and that the sole remedy under this

Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

[Remainder of page intentionally left blank.]

SECTION 11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2023

CITY AND COUNTY OF SAN FRANCISCO

Anna Van Degna
Director of the Office of Public Finance

Approved as to form:

DAVID CHIU
CITY ATTORNEY

By: _____
Deputy City Attorney

AGREED AND ACCEPTED:

GOODWIN CONSULTING GROUP, INC., as Dissemination Agent

By: _____
Name: _____
Title: _____

CONTINUING DISCLOSURE CERTIFICATE EXHIBIT A

**FORM OF NOTICE TO THE
MUNICIPAL SECURITIES RULEMAKING BOARD
OF FAILURE TO FILE ANNUAL REPORT**

Name of City: CITY AND COUNTY OF SAN FRANCISCO

Name of Bond Issue: Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A

Date of Issuance: _____, 2023

NOTICE IS HEREBY GIVEN to the Municipal Securities Rulemaking Board that the City has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate of the City and County of San Francisco, dated _____, 2023. The City anticipates that the Annual Report will be filed by _____.

Dated: _____, 20__

CITY AND COUNTY OF SAN FRANCISCO

By: _____ [to be signed only if filed]

Title: _____

stop

APPENDIX E-2

FORM OF TI SERIES 1 CONTINUING DISCLOSURE CERTIFICATE

§ _____
IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A

TI SERIES 1 CONTINUING DISCLOSURE CERTIFICATE

This TI Series 1 Continuing Disclosure Certificate (the “**Disclosure Certificate**”) dated as of _____, 2023, is executed and delivered by Treasure Island Series 1, LLC, a Delaware limited liability company (the “**Developer**”), in connection with the execution and delivery by the City and County of San Francisco, California (the “**City**”), for and on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (the “**District**”) with respect to Improvement Area No. 2 of the District (“**Improvement Area No. 2**”), of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “**Bonds**”).

The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of February 1, 2022, as supplemented by the First Supplement to Fiscal Agent Agreement, dated as of December 1, 2023 (as so supplemented, the “**Fiscal Agent Agreement**”), each by and between the City, for and on behalf of the District, and Zions Bancorporation, National Association, as fiscal agent. The Bonds are payable from special taxes levied on property in Improvement Area No. 2, and the Developer is the master developer of property in Improvement Area No. 2.

The Developer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Developer for the benefit of the owners and the beneficial owners of the Bonds.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Disclosure Certificate, the following capitalized terms shall have the following meanings when used herein:

“**Affiliate**” of the Developer means (a) a Person directly or indirectly owning, controlling or holding with power to vote, 5% or more of the outstanding voting securities of the Developer; (b) any Person 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by the Developer; and (c) any Person directly or indirectly controlling, controlled by, or under common control with the Developer, and, in each such case, about whom information, including financial

information or operating data, concerning such Person could be material to potential investors in their investment decision regarding the Bonds (i.e. information regarding such Person's assets or funds that would materially affect the Developer's ability to complete the Developer Improvements as described in the Official Statement. For purposes hereof, the term "control" (including the terms "**controlling**," "**controlled by**" or "**under common control with**") means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person. Notwithstanding the foregoing, for purposes of this Disclosure Certificate, none of the following entities shall be considered an Affiliate of the Developer: (i) TI Lot 8 LLC; (ii) TI Lot 10 LLC; (iii) TI Lots 3-4 LLC; (iv) B1 Treasure Island 048 Holdings LLC; and (v) C23 Treasure Island 048 Holdings LLC.

"**Beneficial Owner**" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of the Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"**Bondowners**" shall mean the owner of any of the Bonds.

"**Developer Improvements**" shall mean the public or private improvements to be made by the Developer and that are required for development of the property in Improvement Area No. 2.

"**Dissemination Agent**" shall mean the Developer or any successor Dissemination Agent designated in writing by the Developer and which has filed with the Developer and the City a written acceptance of such designation.

"**District**" shall mean the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island).

"**EMMA**" shall mean the Electronic Municipal Market Access system of the MSRB, currently located at <http://emma.msrb.org>.

"**Fiscal Year**" shall mean the period beginning on July 1 of each year and ending on the next succeeding June 30.

"**Improvement Area No. 2**" shall mean Improvement Area No. 2 of the District.

"**Listed Event**" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"**MSRB**" means the Municipal Securities Rulemaking Board.

"**Official Statement**" shall mean the Official Statement, dated _____, 2023, relating to the Bonds.

"**Participating Underwriter**" shall mean the original underwriter of the Bonds, being Stifel, Nicolaus & Company, Incorporated.

“**Person**” shall mean any natural person, corporation, partnership, firm, or association, whether acting in an individual fiduciary, or other capacity.

“**Repository**” shall mean the MSRB or any other entity designated or authorized by the Securities and Exchange Commission to receive reports. Unless otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through EMMA.

“**Semiannual Report**” shall mean any report to be provided by the Developer on or prior to May 1 and November 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“**State**” shall mean the State of California.

SECTION 3. Provision of Semiannual Reports.

(a) Until the Developer’s obligations under this Disclosure Certificate have been terminated pursuant to Section 6, the Developer shall, or shall cause the Dissemination Agent to, not later than May 1 and November 1 of each year, commencing May 1, 2022, provide to the Repository a Semiannual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. If, in any year, May 1 or November 1 falls on a Saturday, Sunday or a national holiday, such deadline shall be extended to the next following day which is not a Saturday, Sunday, or national holiday. The Semiannual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent is other than the Developer, not later than fifteen (15) calendar days prior to the date specified in subsection (a) for providing the Semiannual Report to the Repository, the Developer shall provide the Semiannual Report to the Dissemination Agent or shall provide notification to the Dissemination Agent that the Developer is preparing, or causing to be prepared, the Semiannual Report and the date which the Semiannual Report is expected to be available. If by such date, the Dissemination Agent has not received a copy of the Semiannual Report or notification as described in the preceding sentence, the Dissemination Agent shall notify the Developer of such failure to receive the report.

(c) If the Dissemination Agent is unable to provide a Semiannual Report to the Repository by the date required in subsection (a) or to verify that a Semiannual Report has been provided to the Repository by the date required in subsection (a), the Dissemination Agent shall, in a timely manner, send a notice of such failure to the Repository in the form required by the Repository.

(d) The Developer shall, or shall cause the Dissemination Agent to:

(i) determine each year prior to the date for providing the Semiannual Report the name and address of the Repository; and

(ii) promptly following the provision of a Semiannual Report to the Repository, file a report with the Developer (if the Dissemination is other than the Developer), the City,

and the Participating Underwriter certifying that the Semiannual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to the Repository.

(e) Notwithstanding any other provision of this Disclosure Certificate, any of the required filings hereunder shall be made in accordance with the MSRB's EMMA system.

SECTION 4. Content of the Semiannual Reports.

(a) Each Semiannual Report shall contain or include by reference the information which is available as of a date that is not earlier than sixty (60) days prior to the applicable May 1 or November 1 due date for the filing of the Semiannual Report, relating to the following:

1. An update to the development and financing plans with respect to the Developer set forth in the following captions of the Official Statement: "THE TREASURE ISLAND PROJECT," "IMPROVEMENT AREA NO. 2 – Location and Description of Improvement Area No. 2 and the Immediate Area," "—Tract Map Status of Improvement Area No. 2," "—Geotechnical Mitigation Program," "—Sea Level Rise and Adaptive Management Strategy," "—Infrastructure Development and Financing Plan," "—Utilities," and "—Ownership of Property in Improvement Area No. 2" (but only as to the first paragraph thereof).

2. Any previously-unreported major legislative, administrative and judicial challenges known to the Developer to or affecting the horizontal or vertical development of the property in Improvement Area No. 2 or the time for construction of Developer Improvements.

(b) In addition to any of the information expressly required to be provided under paragraph (a) above, the Developer shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

SECTION 5. Reporting of Significant Events.

(a) Until the Developer's obligations under this Disclosure Certificate have been terminated pursuant to Section 6, pursuant to the provisions of this Section 5, the Developer shall give, or cause to be given, notice of the occurrence of any of the following events, if material under clauses (b) and (c), within 10 business days after obtaining knowledge of the occurrence of any of the following events:

1. Damage to or destruction of any of the Developer Improvements which has a material adverse effect on the development of the property in Improvement Area No. 2.

2. Material default by the Developer or any Affiliate on any loan with respect to the construction or permanent financing of the Developer Improvements.

3. Material default by the Developer or any Affiliate on any loan secured by all or any portion of the property in the District owned by the Developer or such Affiliate.

4. Payment default by the Developer or any Affiliate on any loan of the Developer or any Affiliate (whether or not such loan is secured by property in the District) which is beyond any applicable cure period in such loan that, in the reasonable judgment of the Developer, would materially adversely affect the financial condition of the Developer or the development of the property required for development of Improvement Area No. 2.

5. The filing of any proceedings with respect to the Developer or any Affiliate, in which the Developer or such Affiliate, may be adjudicated as bankrupt or discharged from any or all of their respective debts or obligations or granted an extension of time to pay debts or a reorganization or readjustment of debts that, in the reasonable judgment of the Developer, would materially adversely affect their ability to develop the property required for development of Improvement Area No. 2 as described in the Official Statement or a more recently filed Semiannual Report.

6. The filing of any lawsuit against the Developer or any Affiliate that, in the reasonable judgment of the Developer, would materially adversely affect the completion of the Developer Improvements, or litigation which if decided against the Developer or any Affiliate that, in the reasonable judgment of the Developer, would materially adversely affect their ability to develop the property required for development of Improvement Area No. 2 as described in the Official Statement or a more recently filed Semiannual Report.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable federal securities laws. The Dissemination Agent (if other than the Developer) shall have no responsibility to determine the materiality of any of the Listed Events.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Developer shall within 10 business days of obtaining knowledge of the occurrence of the respective event, (i) file a notice of such occurrence with the Dissemination Agent which shall then promptly distribute such notice to the Repository, with a copy to the City and the Participating Underwriter, or (ii) file a notice of such occurrence with the Repository, with a copy to the City, the Participating Underwriter, and the Dissemination Agent (if other than the Developer).

SECTION 6. Termination of Reporting Obligation. The Developer's obligations under this Disclosure Certificate shall terminate upon the following events:

(a) the legal defeasance, prior redemption or payment in full of all of the Bonds,

(b) if, at any time, the Developer determines that the Percent Complete in the third column of Table 2 is at least 90%.

If such termination occurs prior to the final maturity of the Bonds, the Developer shall give notice of such termination in the same manner as for a Semiannual Report hereunder.

SECTION 7. Dissemination. The Developer may from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate,

and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the Developer, the Dissemination Agent shall not be responsible in any manner for the form or content of any notice or report prepared by the Developer pursuant to this Disclosure Certificate. The Dissemination Agent may resign (i) by providing thirty days written notice to the Developer, the City and the Participating Underwriter, and (ii) upon appointment of a new Dissemination Agent hereunder. The Developer is serving as the initial Dissemination Agent.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Developer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Developer, or the type of business conducted;

(b) The amendment or waiver either (i) is approved by the Bondowners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of Bondowners, or (ii) does not, in the opinion of nationally recognized bond counsel addressed to the City and the Participating Underwriter, materially impair the interests of the Bondowners or Beneficial Owners of the Bonds; and

(c) The Developer, or the Dissemination Agent, shall have delivered copies of the amendment and any opinion delivered under (b) above.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Semiannual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Developer chooses to include any information in any Semiannual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Developer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Semiannual Report or notice of occurrence of a Listed Event.

The Developer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Developer, and that under some circumstances compliance with this Disclosure Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Developer under such laws.

SECTION 10. Default. In the event of a failure of the Developer to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any Bondowner or Beneficial Owner of the Bonds may seek mandate or specific performance by court order, to cause the Developer or the Dissemination Agent to comply with its obligations under this Disclosure

Certificate. A default under this Disclosure Certificate shall not be deemed a default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the Developer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and the Developer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct, or its failure to perform its duties hereunder. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Developer, the Participating Underwriter, Bondowners or Beneficial Owners or any other party. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon a direction from the Developer or an opinion of nationally recognized bond counsel. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of its obligations under this Disclosure Certificate. The Dissemination Agent may conclusively rely upon any Semiannual Report provided to it by the Developer as constituting the Semiannual Report required of the Developer in accordance with this Disclosure Certificate and shall have no duty or obligation to review such Semiannual Report. The Dissemination Agent shall have no duty to prepare any Semiannual Report, nor shall the Dissemination Agent be responsible for filing any Semiannual Report not provided to it by the Developer in a timely manner in a form suitable for filing with the Repository. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Identifying Information for Filings with EMMA. All documents provided to EMMA under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 13. Developer as Independent Contractor. In performing under this Disclosure Certificate, it is understood that the Developer is an independent contractor and not an agent of the City or the District.

SECTION 14. Notices. Notices should be sent in writing to the following addresses by regular, overnight, or electronic mail. The following information may be conclusively relied upon until changed in writing.

Developer:	Treasure Island Series 1, LLC c/o Lennar Corporation 2000 FivePoint Irvine, California 92618 Attention: Jorge Cardenas
------------	--

Email: jorge.cardenas@lennar.com

Participating Underwriter:

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, CA 94104
Attention: Municipal Bond Division
Email: egallagher@stifel.com

City or District:

City and County of San Francisco
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94201
Attention: Luke Brewer
Email: anna.vandegna@sfgov.org
Bridget.katz@sfgov.org
grant.carson@sfgov.org
Jamie.querubin@sfgov.org

SECTION 16. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Developer, the City, the Dissemination Agent, the Participating Underwriter and Bondowners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 17. Assignability. The Developer shall not assign this Disclosure Certificate without the written consent of the City. The Dissemination Agent may, with prior written notice to the Developer and the City, assign this Disclosure Certificate and the Dissemination Agent's rights and obligations hereunder to a successor Dissemination Agent.

TREASURE ISLAND SERIES 1, LLC,
A Delaware limited liability company

By: _____

Name: _____

Title: _____

APPENDIX E-3

FORM OF MERCHANT BUILDER CONTINUING DISCLOSURE CERTIFICATE

§ _____
IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(TREASURE ISLAND)
SPECIAL TAX BONDS, SERIES 2023A

MERCHANT BUILDER CONTINUING DISCLOSURE CERTIFICATE
([INSERT MERCHANT BUILDER NAME])

This Merchant Builder Continuing Disclosure Certificate (_____) (the “**Disclosure Certificate**”) dated as of _____, 2023, is executed and delivered by _____, a _____ limited liability company (the “**Company**”), in connection with the execution and delivery by the City and County of San Francisco, California (the “**City**”), for and on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) (the “**District**”) with respect to Improvement Area No. 2 of the District (“**Improvement Area No. 2**”), of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A (the “**Bonds**”).

The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of February 1, 2022, as supplemented by the First Supplement to Fiscal Agent Agreement, dated as of December 1, 2023 (as so supplemented, the “**Fiscal Agent Agreement**”), each by and between the City, for and on behalf of the District, and Zions Bancorporation, National Association, as fiscal agent. The Bonds are payable from special taxes levied on property in Improvement Area No. 2.

The Company covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Company for the benefit of the owners and the beneficial owners of the Bonds.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Disclosure Certificate, the following capitalized terms shall have the following meanings when used herein:

“**Affiliate**” of the Company means (a) a Person directly or indirectly owning, controlling or holding with power to vote, 5% or more of the outstanding voting securities of the Company; (b) any Person 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by the Company; and (c) any Person directly or indirectly controlling, controlled by, or under common control with the Company, and, in each such case, about whom information, including financial

information or operating data, concerning such Person could be material to potential investors in their investment decision regarding the Bonds (i.e. information regarding such Person's assets or funds that would materially affect the Company's ability to complete the development of the Property as described in the Official Statement or to pay the Special Taxes on the Property (to the extent the responsibility of the Company) prior to delinquency). For purposes hereof, the term "**control**" (including the terms "controlling," "controlled by" or "under common control with") means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person. Notwithstanding the foregoing, for purposes of this Disclosure Certificate, neither Treasure Island Series 1, LLC, Treasure Island Community Development, LLC, nor any of the other Merchant Builders (as defined in the Official Statement), [nor any shareholder of Poly Development and Holdings Group Co., Ltd.,] shall be considered an Affiliate of the Company.

"**Beneficial Owner**" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of the Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"**Bondowners**" shall mean the owner of any of the Bonds.

"**Dissemination Agent**" shall mean the Company or any successor Dissemination Agent designated in writing by the Company and which has filed with the Company and the City a written acceptance of such designation.

"**District**" shall mean the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island).

"**EMMA**" shall mean the Electronic Municipal Market Access system of the MSRB, currently located at <http://emma.msrb.org>.

"**Fiscal Year**" shall mean the period beginning on July 1 of each year and ending on the next succeeding June 30.

"**Improvement Area No. 2**" shall mean Improvement Area No. 2 of the District.

"**Listed Event**" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"**Merchant Builder Improvements**" shall mean the public or private improvements to be made by the Company on the Property.

"**MSRB**" means the Municipal Securities Rulemaking Board.

"**Official Statement**" shall mean the Official Statement, dated _____, 2023, relating to the Bonds.

"**Participating Underwriter**" shall mean the original underwriter of the Bonds, being Stifel, Nicolaus & Company, Incorporated.

“**Person**” shall mean any natural person, corporation, partnership, firm, or association, whether acting in an individual fiduciary, or other capacity.

“**Property**” means the real property within the boundaries of Improvement Area No. 2 that is owned by the Company or any Affiliate.

“**Repository**” shall mean the MSRB or any other entity designated or authorized by the Securities and Exchange Commission to receive reports. Unless otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through EMMA.

“**Semiannual Report**” shall mean any report to be provided by the Company on or prior to May 1 and November 1 of each year pursuant to, and as described in, Section 3 and 4 of this Disclosure Certificate.

“**State**” shall mean the State of California.

SECTION 3. Provision of Semiannual Reports.

(a) Until the Company’s obligations under this Disclosure Certificate have been terminated pursuant to Section 6, the Company shall, or shall cause the Dissemination Agent to, not later than May 1 and November 1 of each year, commencing May 1, 2024, provide to the Repository a Semiannual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. If, in any year, May 1 or November 1 falls on a Saturday, Sunday or a national holiday, such deadline shall be extended to the next following day which is not a Saturday, Sunday, or national holiday. The Semiannual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent is other than the Company, not later than fifteen (15) calendar days prior to the date specified in subsection (a) for providing the Semiannual Report to the Repository, the Company shall provide the Semiannual Report to the Dissemination Agent or shall provide notification to the Dissemination Agent that the Company is preparing, or causing to be prepared, the Semiannual Report and the date which the Semiannual Report is expected to be available. If by such date, the Dissemination Agent has not received a copy of the Semiannual Report or notification as described in the preceding sentence, the Dissemination Agent shall notify the Company of such failure to receive the report.

(c) If the Dissemination Agent is unable to provide a Semiannual Report to the Repository by the date required in subsection (a) or to verify that a Semiannual Report has been provided to the Repository by the date required in subsection (a), the Dissemination Agent shall, in a timely manner, send a notice of such failure to the Repository in the form required by the Repository.

(d) The Company shall, or shall cause the Dissemination Agent to:

(i) determine each year prior to the date for providing the Semiannual Report the name and address of the Repository; and

(ii) promptly following the provision of a Semiannual Report to the Repository, file a report with the Company (if the Dissemination is other than the Company), the City, and the Participating Underwriter certifying that the Semiannual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to the Repository.

(e) Notwithstanding any other provision of this Disclosure Certificate, any of the required filings hereunder shall be made in accordance with the MSRB's EMMA system.

SECTION 4. Content of the Semiannual Reports.

(a) Each Semiannual Report shall contain or include by reference the information which is available as of a date that is not earlier than sixty (60) days prior to the applicable May 1 or November 1 due date for the filing of the Semiannual Report, relating to the following:

1. An update to the development and financing plans with respect to the Company's development of the Property set forth under the captions of the Official Statement entitled: "IMPROVEMENT AREA NO. 2 – Ownership of Property in Improvement Area No. 2" and "IMPROVEMENT AREA NO. 2 – Merchant Builder Development and Financing Plans".

2. A summary of development activity with respect to the Property, including the number of parcels for which building permits have been issued, the number of parcels for which certificates of occupancy have been issued, with respect to buildings owned and intended for sale by the Company the number of parcels for which sales have closed, and with respect to buildings owned and intended for rent by the Company the occupancy percentage, all since the date of the information provided in the Official Statement or the most recent Semiannual Report and cumulatively with respect to development of the Property.

3. Any previously-unreported major legislative, administrative and judicial challenges known to the Company to or affecting the horizontal or vertical development of the Property or the time for construction of the Merchant Builder Improvements.

4. Any sale by the Company or any Affiliate of the Property or any portion thereof to another Person, other than to buyers of completed homes, including a description of the property sold (acreage, number of lots, etc.) and the identity of the Person that so purchased the Property.

5. Status of Special Tax payments with respect to the Property.

(b) In addition to any of the information expressly required to be provided under paragraph (a) above, the Company shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

SECTION 5. Reporting of Significant Events.

(a) Until the Company's obligations under this Disclosure Certificate have been terminated pursuant to Section 6, pursuant to the provisions of this Section 5, the Company shall give, or cause to be given, notice of the occurrence of any of the following events, if material under clauses (b) and (c), within 10 business days after obtaining knowledge of the occurrence of any of the following events:

1. Failure to pay any Special Taxes levied on the Property on or prior to the delinquency date.

2. Damage to or destruction of any of the Merchant Builder Improvements which has a material adverse effect on the development of the Property.

3. Material default by the Company or any Affiliate on any loan with respect to the construction or permanent financing of the Merchant Builder Improvements.

4. Material default by the Company or any Affiliate on any loan secured by all or any portion of the Property.

5. Payment default by the Company or any Affiliate on any loan of the Company or any such Affiliate (whether or not such loan is secured by the Property) which is beyond any applicable cure period in such loan that, in the reasonable judgment of the Company, would materially adversely affect the financial condition of the Company or the development of the Property.

6. The filing of any proceedings with respect to the Company or any Affiliate, in which the Company or any such Affiliate, may be adjudicated as bankrupt or discharged from any or all of their respective debts or obligations or granted an extension of time to pay debts or a reorganization or readjustment of debts that, in the reasonable judgment of the Company, would materially adversely affect their ability to pay Special Taxes for which they are responsible or to sell or develop the Property as described in the Official Statement or a more recently filed Semiannual Report.

7. The filing of any lawsuit against the Company or any Affiliate that, in the reasonable judgment of the Company, would materially adversely affect the completion of the Merchant Builder Improvements, or litigation which if decided against the Company or any Affiliate that, in the reasonable judgment of the Company, would materially adversely affect their ability to pay Special Taxes for which they are responsible or to sell or develop the Property as described in the Official Statement or a more recently filed Semiannual Report.

(b) Whenever the Company obtains knowledge of the occurrence of a Listed Event, the Company shall as soon as possible determine if such event would be material under applicable federal securities laws. The Dissemination Agent (if other than the Company) shall have no responsibility to determine the materiality of any of the Listed Events.

(c) If the Company determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Company shall within 10 business days of obtaining knowledge of the occurrence of the respective event, (i) file a notice of such occurrence with the Dissemination Agent which shall then promptly distribute such notice to the Repository, with a copy to the City and the Participating Underwriter, or (ii) file a notice of such occurrence with the Repository, with a copy to the City, the Participating Underwriter, and the Dissemination Agent (if other than the Company).

SECTION 6. Termination of Reporting Obligation. The Company's obligations under this Disclosure Certificate shall terminate upon the following events:

- (a) the legal defeasance, prior redemption or payment in full of all of the Bonds,
- (b) if, at any time, the Company has completed construction of all buildings to be constructed on the Property and (1) 70% of the market-rate residential apartments in such buildings have been initially rented to individual renters or (2) 50% of the market-rate condominium units in such buildings intended for sale have been sold and conveyed to individual condominium owners.

If such termination occurs prior to the final maturity of the Bonds, the Company shall give notice of such termination in the same manner as for a Semiannual Report hereunder.

SECTION 7. Dissemination. The Company may from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the Company, the Dissemination Agent shall not be responsible in any manner for the form or content of any notice or report prepared by the Company pursuant to this Disclosure Certificate. The Dissemination Agent may resign (i) by providing thirty days written notice to the Company, the City and the Participating Underwriter, and (ii) upon appointment of a new Dissemination Agent hereunder. The Company is serving as the initial Dissemination Agent.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Company may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Company, or the type of business conducted;
- (b) The amendment or waiver either (i) is approved by the Bondowners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of Bondowners, or (ii) does not, in the opinion of nationally recognized bond counsel addressed to the City and the Participating Underwriter, materially impair the interests of the Bondowners or Beneficial Owners of the Bonds; and

(c) The Company, or the Dissemination Agent, shall have delivered copies of the amendment and any opinion delivered under (b) above.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Company from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Semiannual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Company chooses to include any information in any Semiannual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Company shall have no obligation under this Disclosure Certificate to update such information or include it in any future Semiannual Report or notice of occurrence of a Listed Event.

The Company acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Company, and that under some circumstances compliance with this Disclosure Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Company under such laws.

SECTION 10. Default. In the event of a failure of the Company to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any Bondowner or Beneficial Owner of the Bonds may seek mandate or specific performance by court order, to cause the Company or the Dissemination Agent to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed a default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the Company to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and the Company agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct, or its failure to perform its duties hereunder. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Company, the Participating Underwriter, Bondowners or Beneficial Owners or any other party. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon a direction from the Company or an opinion of nationally recognized bond counsel. The obligations of the Company under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of its obligations under this Disclosure Certificate. The Dissemination Agent may conclusively rely upon any Semiannual Report provided to it by the Company as constituting the Semiannual Report required of the Company in accordance with this Disclosure Certificate and shall have no duty or obligation to review such Semiannual Report. The Dissemination Agent shall have no duty to prepare any Semiannual Report, nor shall the

Dissemination Agent be responsible for filing any Semiannual Report not provided to it by the Company in a timely manner in a form suitable for filing with the Repository. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Reporting Obligation of Transferees. The Company shall, in connection with any sale or transfer of ownership of any Property (other than sale or transfer to an Affiliate or individual condominium or home owners), cause such transferee to enter into a disclosure certificate with terms substantially similar to the terms of this Disclosure Certificate, whereby such transferee agrees to provide the information of the type described in Section 4 and 5 of this Disclosure Certificate with respect to the property acquired; provided that such transferee's obligations under such disclosure certificate shall terminate upon the same conditions as set forth in Section 6 herein.

SECTION 13. Identifying Information for Filings with EMMA. All documents provided to EMMA under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 14. Company as Independent Contractor. In performing under this Disclosure Certificate, it is understood that the Company is an independent contractor and not an agent of the City or the District.

SECTION 15. Notices. Notices should be sent in writing to the following addresses by regular, overnight, or electronic mail. The following information may be conclusively relied upon until changed in writing.

Company: _____

Attention: _____
Email: _____

Participating Underwriter: Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, CA 94104
Attention: Municipal Bond Division
Email: egallagher@stifel.com

City or District: City and County of San Francisco
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94201
Attention: Luke Brewer
Email: anna.vandegna@sfgov.org
Bridget.katz@sfgov.org
grant.carson@sfgov.org

Jamie.querubin@sfgov.org

SECTION 16. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Company, the City, the Dissemination Agent, the Participating Underwriter and Bondowners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 17. Assignability. The Company shall not assign this Disclosure Certificate or any right or obligation hereunder except to the extent permitted to do so under the provisions of Section 12 hereof. The Dissemination Agent may, with prior written notice to the Company and the City, assign this Disclosure Certificate and the Dissemination Agent's rights and obligations hereunder to a successor Dissemination Agent.

_____,
a _____ limited liability company

By: _____

Name: _____

Title: _____

APPENDIX F

BOOK-ENTRY ONLY SYSTEM

The information in this section concerning DTC; and DTC's book-entry system has been obtained from sources that City believes to be reliable, but City takes no responsibility for the accuracy thereof.

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the 2023A Bonds. The 2023A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the each issue of the 2023A Bonds, each in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation and Emerging Markets Clearing Corporation, (NSCC, FICC and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has an S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *Information on such website is not incorporated by reference herein.*

Purchases of 2023A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2023A Bonds on DTC’s records. The ownership interest of each actual purchaser of each 2023A Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2023A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2023A Bonds, except in the event that use of the book-entry system for the 2023A Bonds is discontinued.

To facilitate subsequent transfers, all 2023A Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2023A Bonds with DTC and their registration in

the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2023A Bonds: DTC's records reflect only the identity of the Direct Participants to whose accounts such 2023A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2023A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2023A Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2023A Bond documents. For example, Beneficial Owners of 2023A Bonds may wish to ascertain that the nominee holding the 2023A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2023A Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2023A Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2023A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the 2023A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Fiscal Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Fiscal Agent, or City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Fiscal Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2023A Bonds at any time by giving reasonable notice to the City or the Fiscal Agent. Under such circumstances, in the event that a successor depository is not obtained, bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered.

APPENDIX G
APPRAISAL REPORT

Appraisal of Real Property

**City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island)
Improvement Area No. 2 Special Tax Bonds, Series 2023**

Residential Projects

Avenue of the Palms

San Francisco, San Francisco County, California 94130

Prepared For:

City and County of San Francisco

Effective Date of the Appraisal:

August 4, 2023

Report Format:

Appraisal Report – Standard Format

IRR - San Francisco

File Number: 192-2023-0173



DRAFT



**City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island)
Improvement Area No. 2 Special Tax Bonds, Series 2023**
Avenue of the Palms
San Francisco, California



September 20, 2023

Ms. Anna Van Degna, Director
Controller's Office of Public Finance
City and County of San Francisco
1 Dr. Carlton B. Goodlett Pl.
San Francisco, CA 94102

SUBJECT: Market Value Appraisal
City and County of San Francisco Community Facilities District No. 2016-1
(Treasure Island) Improvement Area No. 2 Special Tax Bonds, Series 2023
Avenue of the Palms
San Francisco, San Francisco County, California 94130
IRR - San Francisco File No. 192-2023-0173

Dear Ms. Van Degna:

Integra Realty Resources – San Francisco is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value by ownership, subject to a hypothetical condition, of the fee simple interest in the property. The client for the assignment is City and County of San Francisco, and the intended use is for bond underwriting purposes. The appraisers understand and agree this Appraisal Report is expected to be, and may be, utilized by the City and County of San Francisco and CFD No. 2016-1 in the marketing of the Special Tax Bonds of CFD No. 2016-1 (Treasure Island) Improvement Area No. 2 (“Bonds”) and to satisfy certain legal requirements in connection with issuing the Bonds.

The subject property represents the taxable land areas within CFD No. 2016-1 (Treasure Island) Improvement Area No. 2 and includes five development parcels of land located on Treasure Island. In total, the five Parcels are entitled for the development of 233 for-sale condominiums and 545 for-rent apartment units; each of the multifamily sites will also include ground floor retail. Ownership of the Parcels is held by entities associated with Stockbridge Capital Group, LLC, Wilson Meany, LP, Lennar, and Poly (USA) Real Estate Development Corporation. As of the effective appraisal date, infrastructure development

serving the five Parcels is substantially complete and vertical construction has commenced on three of the Parcels (C2.2, C2.4, and C3.4).

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, applicable state appraisal regulations, and the appraisal guidelines of City and County of San Francisco. The appraisal is also prepared in accordance with the Appraisal Standards for Land Secured Financing published by the California Debt and Investment Advisory Commission (CDIAC) (2004).

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

We have been requested to provide the market value of the appraised properties as of the date of value (August 4, 2023). The market value of the appraised properties in CFD No. 2016-1 Improvement Area No. 2 account for the impact of the Lien of the Special Tax securing the repayment of the Bonds.

As a result of the analyses herein, the market value (fee simple interest) of the appraised properties by ownership, subject to a hypothetical condition, as of August 4, 2023, is presented in the following table:

Value Conclusion			
Appraised Property	Ownership	Appraisal Premise	Value Conclusion
Parcel C2.2 (178 multifamily units)	TI Lot 8, LLC	Market Value, subject to a Hypothetical Condition	\$37,300,000
Parcel C2.3 (85 condominium units)	Poly (USA) Real Estate Development Corp.	Market Value, subject to a Hypothetical Condition	\$25,300,000
Parcel B1 (117 multifamily units, retail)	Poly (USA) Real Estate Development Corp.	Market Value, subject to a Hypothetical Condition	\$10,500,000
Parcel C2.4 (250 multifamily units)	TI Lot 10, LLC	Market Value, subject to a Hypothetical Condition	\$99,900,000
Parcel C3.4 (148 condominium units)	TI Lots 3-4, LLC	Market Value, subject to a Hypothetical Condition	\$46,900,000
Total Aggregate, or Cumulative, Value, subject to a Hypothetical Condition, of CFD No. 2016-1, Improvement Area 2			\$219,900,000



Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. The valuation analysis presented herein uses estimates of average rentable or developable square footage for each Parcel. Further, while below market rate (BMR) units (for sale and for rent) are not subject to the Lien of the Special Taxes securing the Bonds, the units and unit square footages are included in the estimation of residual land values, as they remain a cost obligation (either construction cost for the for-sale Parcels or an operating cost for the for-rent Parcels).

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. We have been requested to provide an opinion of market value, by ownership, of the subject property as of August 4, 2023. It is a hypothetical condition of the Appraisal that proceeds from the Bonds are available to reimburse for certain public improvements completed to date.
-

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

INTEGRA REALTY RESOURCES - SAN FRANCISCO

DRAFT

Eric Segal, MAI
Certified General Real Estate Appraiser
California Certificate # AG026558
Telephone: 916-435-3883, ext. 228
Email: esegal@irr.com

Kevin Ziegenmeyer, MAI
Certified General Real Estate Appraiser
California Certificate # AG013567
Telephone: 916-435-3883, ext. 224
Email: kziegenmeyer@irr.com

DRAFT

Laura Diaz, MAI
Certified General Real Estate Appraiser
California Certificate # 3005037
Telephone: 415-715-4690
Email: ldiaz@irr.com



Table of Contents

Executive Summary	2	Market Valuation – Representative Floor Plans	67
General Information	3	Below Market Rate Units	76
Identification of Subject	3	Land Residual Analysis – Parcels C2.3 and C3.4	77
Sale History	4	Income Capitalization Approach – Mixed Use89	
Pending Transactions	4	Market Rent Analysis	91
Purpose of the Appraisal	4	Units Subject to Rent Restrictions	101
Definition of Market Value	5	Retail Market Rent Analysis – Parcel C2.2	101
Definition of Property Rights Appraised	5	Stabilized Income and Expenses – Parcel C2.2	107
Intended Use and User	5	Capitalization Rate Selection	111
Applicable Requirements	5	Market Participant Interviews	114
Report Format	6	Capitalization Rate Summary and Conclusions	115
Prior Services	6	Direct Capitalization Analysis – Parcel C2.2	116
Scope of Work	6	Market Rent Analysis	120
Economic Analysis	9	Extraction Analysis	130
Area Analysis - San Francisco	9	Market Value by Parcel	138
Surrounding Area Analysis	17	Final Opinion of Value	139
Residential Market Analysis (for sale)	23	Exposure Time	139
Multifamily Market Analysis	33	Marketing Time	140
New Construction	34	Certification	141
Vacancy	35	Assumptions and Limiting Conditions	143
Rental Rates	36	Addenda	
Submarket Data	37	A. Appraiser Qualifications	
Sales Activity	38	B. Definitions	
Market Participant Interviews	38	C. Property Information	
Conclusion	39		
Retail Market Analysis	40		
Property Analysis	46		
Land Description and Analysis	46		
Timeline	52		
Proposed Improvements Description	55		
Real Estate Taxes	63		
Highest and Best Use	64		
Valuation	66		
Valuation Methodology	66		



Executive Summary

Property Name	City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Improvement Area No. 2 Special Tax Bonds, Series 2023
Address	Avenue of the Palms San Francisco, San Francisco County, California 94130
Property Type	Residential Land - Other
Owner of Record	TI Lot 8, LLC / C23 Treasure Island 048 Holdings / TI Lot 10, LLC / TI Lots 3-4, LLC / B1 Treasure Island 048 Holdings
Tax ID	8903-004, 8904-004, 8904-005, 8906-009, 8901-003 and 8901-004
Land Area	5.22 acres; 227,230 SF
Zoning Designation	TI-R / TI-MU, Treasure Island - Residential / Treasure Island
Highest and Best Use	Single and multifamily residential use
Exposure Time; Marketing Period	9 - 12 months; 9 - 12 months
Effective Date of the Appraisal	August 4, 2023
Date of the Report	September 20, 2023
Property Interest Appraised	Fee Simple
Total Aggregate, or Cumulative, Value, subject to a Hypothetical Condition, of CFD No. 2016-1, Improvement Area 2	\$219,900,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. The valuation analysis presented herein uses estimates of average rentable or developable square footage for each Parcel. Further, while below market rate (BMR) units (for sale and for rent) are not subject to the Lien of the Special Taxes securing the Bonds, the units and unit square footages are included in the estimation of residual land values, as they remain a cost obligation (either construction cost for the for-sale Parcels or an operating cost for the for-rent Parcels).

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. We have been requested to provide an opinion of market value, by ownership, of the subject property as of August 4, 2023. It is a hypothetical condition of the Appraisal that proceeds from the Bonds are available to reimburse for certain public improvements completed to date.

General Information

Identification of Subject

The subject property represents the taxable land areas within CFD No. 2016-1 (Treasure Island) Improvement Area No. 2 and includes five development parcels of land located on Treasure Island. In total, the five Parcels are entitled for the development of 233 for-sale condominiums and 545 for-rent apartment units; each of the multifamily sites will also include ground floor retail. Ownership of the Parcels is held by entities associated with Stockbridge Capital Group, LLC, Wilson Meany, LP, Lennar, and Poly (USA) Real Estate Development Corporation. As of the effective appraisal date, infrastructure development serving the five Parcels is substantially complete and vertical construction has commenced on three of the Parcels (C2.2, C2.4, and C3.4). A legal description of the property is in the addenda.

Property Identification

Property Name	City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Improvement Area No. 2 Special Tax Bonds, Series 2023
Address	Avenue of the Palms San Francisco, California 94130
Tax ID	8903-004, 8904-004, 8904-005, 8906-009, 8901-003 and 8901-004
Owner of Record	TI Lot 8, LLC / C23 Treasure Island 048 Holdings / TI Lot 10, LLC / TI Lots 3-4, LLC / B1 Treasure Island 048 Holdings

A summary of the five development parcels, which are comprised of six Assessor's tax identification numbers, is provided below. Please note, Parcels B1.1 and B1.2 will be developed as one site and is designated "B1" in this appraisal.

Land Area Summary

Tax ID	Parcel	SF	Acres
8903-004	Parcel C2.2	48,919	1.12
8904-004	Parcel C2.3	36,117	0.83
8904-005	Parcel C2.4	36,647	0.84
8906-009	Parcel C3.4	61,207	1.41
8901-003	Parcel B1.1	22,119	0.51
8901-004	Parcel B1.2	22,221	0.51
Total		227,230	5.22

Source: Public Records

A summary of land uses by Parcel is provided on the following page.

Land Use Overview										
Parcel	Name	Acreage	Use	For Sale/Rent	No. of Market Rate Units	No. of BMR Units	Total Units	Parking Spaces	Rentable Area - Residential	Rentable Area - Retail
Parcel C2.2	Hawkins	1.12	Multifamily/Retail	For Rent	169	9	178	92	141,422	1,555
Parcel C2.3	-	0.83	Condominium	For Sale	80	5	85	83	105,445	-
Parcel C2.4	Tidal House	0.84	Multifamily/Retail	For Rent	226	24	250	124	207,530	1,250
Parcel C3.4	Portico	1.41	Condominium	For Sale	141	7	148	149	148,710	-
Parcel B1.1 & B1.2 ("B1")	-	1.02	Multifamily/Retail	For Rent	111	6	117	58	101,260	4,785

As will be discussed, vertical construction is well underway on Parcels C2.2 (Hawkins) and C2.4 (Tidal House) and has also recently commenced on C3.4 (Portico).

The valuation analysis presented herein uses estimates of average rentable or developable square footage for each Parcel. Further, while below market rate (BMR) units (for sale and for rent) are not subject to the Lien of the Special Taxes securing the Bonds, the units and unit square footages are included in the estimation of residual land values, as they remain a cost obligation (either construction cost for the for-sale Parcels or an operating cost for the for-rent Parcels).

Sale History

The most recent closed sales of the subject are summarized as follows:

	Parcel B1	Parcel C2.2	Parcel C2.3	Parcel C2.4	Parcel C3.4
Sale Date	November 10, 2020	November 10, 2020	November 10, 2020	November 10, 2020	November 10, 2020
Buyer	Poly (USA) Real Estate Development Corp.	TI Lot 8, LLC	Poly (USA) Real Estate Development Corp.	TI Lot 10, LLC	TI Lots 3-4, LLC
Sale Price	\$7,900,000	\$13,900,000	\$11,000,000	\$25,900,000	\$14,900,000

Development of Treasure Island (Improvement Area No. 2) involves multiple City and County of San Francisco agencies, master developer entities, and merchant builders. Transfers of land are anticipated to occur at varying stages throughout the development process, the specific details of which have not been provided for consideration herein. The transaction prices above are based on the condition of the appraised properties as if all infrastructure development, which is the obligation of the seller (master developer entity), is complete; whereas, the estimates of market value derived herein are based on the condition of each appraised Parcel as of the effective date of value, with infrastructure development still remaining. Therefore, the prior sale prices are not considered indicative of market value as of the respective dates of transfer or current market value.

Pending Transactions

To the best of our knowledge, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date.

Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of the market value by ownership, subject to a hypothetical condition of the fee simple interest in the taxable properties within the boundaries of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Improvement Area No. 2 as of the effective date of the appraisal, August 4, 2023. The date of the report is September 20, 2023. The appraisal is valid only as of the stated effective date.

Definition of Market Value

Market value is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Definition of Property Rights Appraised

Fee simple estate is defined as, “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”

Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015)

Intended Use and User

The intended use of the appraisal is for bond underwriting purposes. The client is City and County of San Francisco. The intended users are City and County of San Francisco and its associated finance team. The appraisal is not intended for any other use or user. No party or parties other than City and County of San Francisco and its associated its associated finance team may use or rely on the information, opinions, and conclusions contained in this report.

Applicable Requirements

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;

- Applicable state appraisal regulations;
- Appraisal Standards for Land Secured Financing published by the California Debt and Investment Advisory Commission (2004);
- Interagency Appraisal and Evaluation Guidelines issued December 10, 2010;

Report Format

This report is prepared under the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have previously appraised the property that is the subject of this report for the current client within the three-year period immediately preceding acceptance of this assignment.

Scope of Work

To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

Valuation Methodology

This appraisal report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). This analysis is intended to be an “appraisal assignment,” as defined by USPAP; the intention is the appraisal service be performed in such a manner that the result of the analysis, opinions, or conclusion be that of a disinterested third party.

Several legal and physical aspects of the subject property were researched and documented. A physical inspection of the property was completed and serves as the basis for the site description contained in this report. The sales history was verified by consulting public records and a preliminary title report. Numerous documents were provided for the appraisal, including: developer’s budget, tentative map, project renderings, development timeline, and entitled land uses. The zoning, earthquake zone, flood zone and utilities were verified with applicable public agencies. Property tax information for the current tax year was obtained from the San Francisco County Assessor’s office.

Data relating to the subject’s neighborhood and surrounding market area were analyzed and documented. This information was obtained through personal inspections of portions of the neighborhood and market area, newspaper articles, and interviews with various market participants, including property owners, property managers, brokers, developers, and local government agencies.

In this appraisal, the highest and best use of the subject property as though vacant was determined based on the four standard tests (legal permissibility, physical possibility, financial feasibility and maximum productivity).

It is not uncommon for appraisers to be asked to appraise properties at atypical times, relative to when market participants most often transfer properties. The market recognizes typical points during the development process when master planned projects often transfer, such as upon obtaining entitlements, completion of spinal infrastructure and/or recordation of final subdivision maps, for example. In valuation assignments that involve value scenarios that do not coincide with the typical transaction points along the development timeline, the appraiser must apply market logic to the particular stage of the project. Since the subject is at one of these atypical points, we have employed market logic in the valuation of the subject in its hypothetical condition.

In the valuation of the subject property, which comprises the taxable land within the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Improvement Area No. 2, subject to the Lien of the Special Tax securing the Bonds, the market value of the taxable components was estimated using multiple approaches to value. For the subject's single family residential land, to be developed with for-sale condominium units, a land residual analysis is the most applicable method of valuation and is utilized. Comparable bulk land sales are also considered as secondary support.

In the land residual analysis (a variation of the cost approach and income capitalization approaches combined), all direct and indirect costs are deducted from an estimate of the anticipated gross sales price of the improved product; the resultant net sales proceeds are then discounted to present value at an anticipated rate over the development and absorption period to indicate the residual value of the land.

The subject also includes three Parcels to be developed with for-rent multifamily residential use over ground floor retail. The valuation of these components begins with employing extraction analyses to estimate of the market value of the land for each of the subject Parcels. This analysis considers the direct and indirect construction costs, lease up costs, and entrepreneurial profit associated with each Parcel and deducts these costs from the market value as if stabilized to arrive at the value of the underlying land. Direct capitalization analyses are utilized to determine the market value of the proposed vertical improvements as if stabilized. As a test of reasonableness, we also consider improved multifamily sales, as well as multifamily residential land sales.

It should be noted, both the for-sale and for-rent Parcels will include units set aside to meet inclusionary housing requirements. These units will not be subject to the Lien of the Special Tax securing the Bonds. Since the subject comprises land at this time (under development), the obligation to construct (cost) and sell/rent (at a restricted price) such inclusionary housing units will be considered in the valuation of the underlying land.

All five development parcels are held by merchant builders, and it is our opinion the parcels could transfer within twelve months of exposure to the market; thus, no further discounting is necessary. As there remains additional backbone infrastructure to be completed, the allocable remaining infrastructure costs attributable to the Parcels are considered on a proportionate share basis based upon each Parcel's acreage. While the completion of backbone infrastructure remains the obligation

of the master developer, rather than the present owners (merchant builders) the purpose of this appraisal is to estimate the market value of the real property as of a specific point in time. Therefore, it is our opinion the proportionate allocation of remaining costs to each parcel is appropriate.

Research and Analysis

The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the addenda to the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Inspection

Eric Segal, MAI, Kevin Ziegenmeyer, MAI, and Laura Diaz, MAI conducted an on-site inspection of the property on August 4, 2023.

DRAFT

Economic Analysis

Area Analysis - San Francisco

Introduction

San Francisco is one of nine counties that comprise the greater San Francisco Bay Area. Spanning 47 square miles of peninsula land between the Pacific Ocean and San Francisco Bay, San Francisco County is unique in that it also defines the boundaries of the city of San Francisco. San Mateo County lies directly to the south, Marin County lies to the north, across the Golden Gate Bridge, and Alameda County lies to the east, across the Bay Bridge. San Francisco is the geographic and economic center of the Bay Area.

The peninsula that San Francisco County rests on is surrounded by three bodies of water – the Pacific Ocean, the Golden Gate strait, and the San Francisco Bay. The area has a mild climate, with a relatively comfortable temperature range year-round. Earthquakes are a common occurrence in the Bay Area due to the proximity to the San Andreas and Hayward Faults. The last major earthquake occurred in 1989 and measured 7.1 on the Richter scale.

Population

The nine-county Bay Area is home to 7.5 million residents and has shown an average decline in population of 0.5% per year over the past five years. San Francisco County has had an average decline of 1.2% per year. The following table shows recent population trends for San Francisco County, as well as the other counties that make up the Bay Area.

Population Trends							
County	2018	2019	2020	2021	2022	2023	%/Yr
Alameda	1,651,760	1,659,608	1,682,353	1,663,371	1,644,248	1,636,194	-0.2%
Contra Costa	1,143,188	1,147,623	1,165,927	1,161,238	1,151,798	1,147,653	0.1%
Marin	262,179	261,478	262,321	259,087	255,470	252,959	-0.7%
Napa	140,340	139,608	138,019	137,484	135,941	134,637	-0.8%
San Francisco	885,716	886,885	873,965	853,414	837,036	831,703	-1.2%
San Mateo	770,927	771,160	764,442	754,439	740,821	737,644	-0.9%
Santa Clara	1,943,579	1,944,733	1,936,259	1,910,551	1,890,967	1,886,079	-0.6%
Solano	436,813	438,205	453,491	449,116	445,881	443,749	0.3%
Sonoma	500,485	495,919	488,863	484,055	480,623	478,174	-0.9%
Total	7,734,987	7,745,219	7,765,640	7,672,755	7,582,785	7,548,792	-0.5%

Source: California Department of Finance

Employment & Economy

The California Employment Development Department has reported the following employment data for the City/County of San Francisco over the past five years.

Employment Trends						
	2017	2018	2019	2020	2021	2022
Labor Force	563,000	568,700	580,900	560,100	548,600	572,600
Employment	546,400	555,100	568,000	515,600	520,800	558,000
Annual Employment Change	9,400	8,700	12,900	(52,400)	5,200	37,200
Unemployment Rate	2.9%	2.4%	2.2%	7.9%	5.1%	2.5%

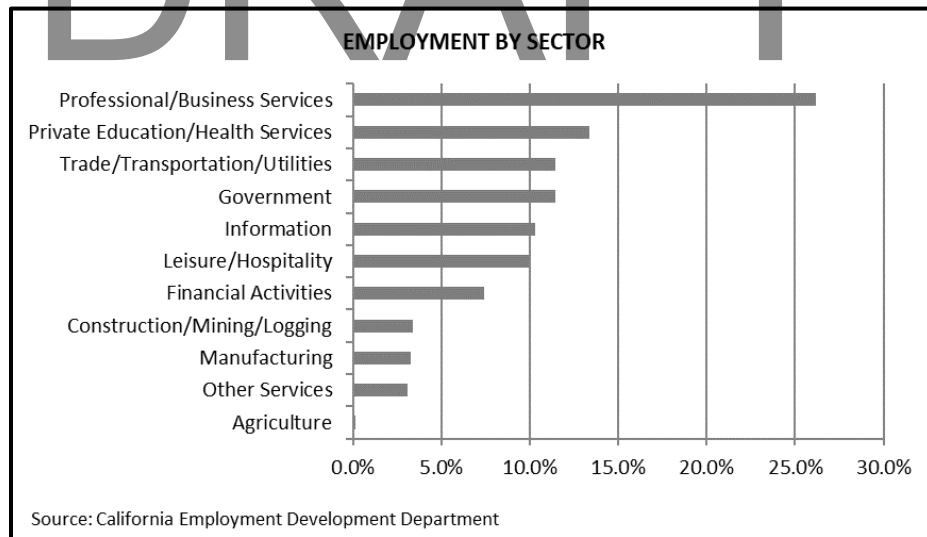
Source: California Employment Development Department

Most areas within the state and nation, including San Francisco County, saw declining unemployment rates in 2004 through 2006, increases from 2007 to 2010, declines between 2011 and 2019, a significant increase in 2020 and improvement in 2021 and 2022.

The California Employment Development Department reported an unemployment rate of 3.2% in San Francisco County in June 2023, up from 2.5% a year prior and compared to 4.9% for California and 3.8% for the nation.

As of June 2023, it was reported the San Francisco Metro (San Francisco and San Mateo Counties) gained 30,600 jobs (2.6% increase) year-over-year as many of the jobs lost during the pandemic continue to be restored. The greatest job gain was in the Leisure and Hospitality sector with 12,800 jobs added, followed by the Private Education and Health Services sector with 12,100 jobs gained.

The following chart indicates the percentage of total employment for each sector within the city/county as of June 2023.



San Francisco’s largest employment sector is Professional and Business Services, accounting for roughly 26.2% of all employment, having outpaced all other major industries in terms of job growth prior to the pandemic. The remainder of employment is divided among all other industry sectors, with Private Education and Health Services, Trade/Transportation/Utilities (which includes wholesale and retail trade) and Government each accounting for roughly 11% - 13% of the total. The following table shows the largest employers in the city/county.



Largest Employers			
	Employer	Industry	Employees
1	City and County of San Francisco	Government	35,802
2	University of California San Francisco	Education	29,500
3	Salesforce	Technology	10,603
4	San Francisco Unified School District	Education	10,322
5	Sutter Health	Healthcare	6,100
6	Wells Fargo & Co.	Financial Activities	5,899
7	Uber Technologies, Inc.	Transportation	5,500
8	Allied Universal	Other Services	4,095
9	Kaiser Permanente	Healthcare	3,921
10	First Republic Bank	Financial Activities	3,042

Source: City and County of San Francisco, Comprehensive Annual Financial Report, June 30, 2022

Since the publication date of the rankings above, JPMorgan Chase & Co. acquired the substantial majority of assets and assumed the deposits and certain other liabilities of First Republic Bank from the Federal Deposit Insurance Corporation.

Transportation

Access to and through San Francisco is provided by Interstate 280, U.S. Highway 101 and State Highway 1. Interstate 280 runs northeast to Interstate 80, which traverses the Bay Bridge, connecting to Oakland (Alameda County) in the East Bay and heading north through Solano County and the city of Sacramento before continuing on through the Sierra Nevada Mountains and Reno, Nevada. Interstate 280 and U.S. Highway 101 run relatively parallel south of San Francisco, along the peninsula through San Mateo County and Silicon Valley to San Jose (Santa Clara County). U.S. Highway 101 runs north along the eastern side of San Francisco and connects to Interstate 80 at the Bay Bridge. U.S. Highway 101 also leads from the northern edge of the county over the Golden Gate Bridge into Marin County and beyond. State Highway 1 travels along the Pacific coast of California from southern California to northern California where it merges with U.S. Highway 101 in Mendocino County.

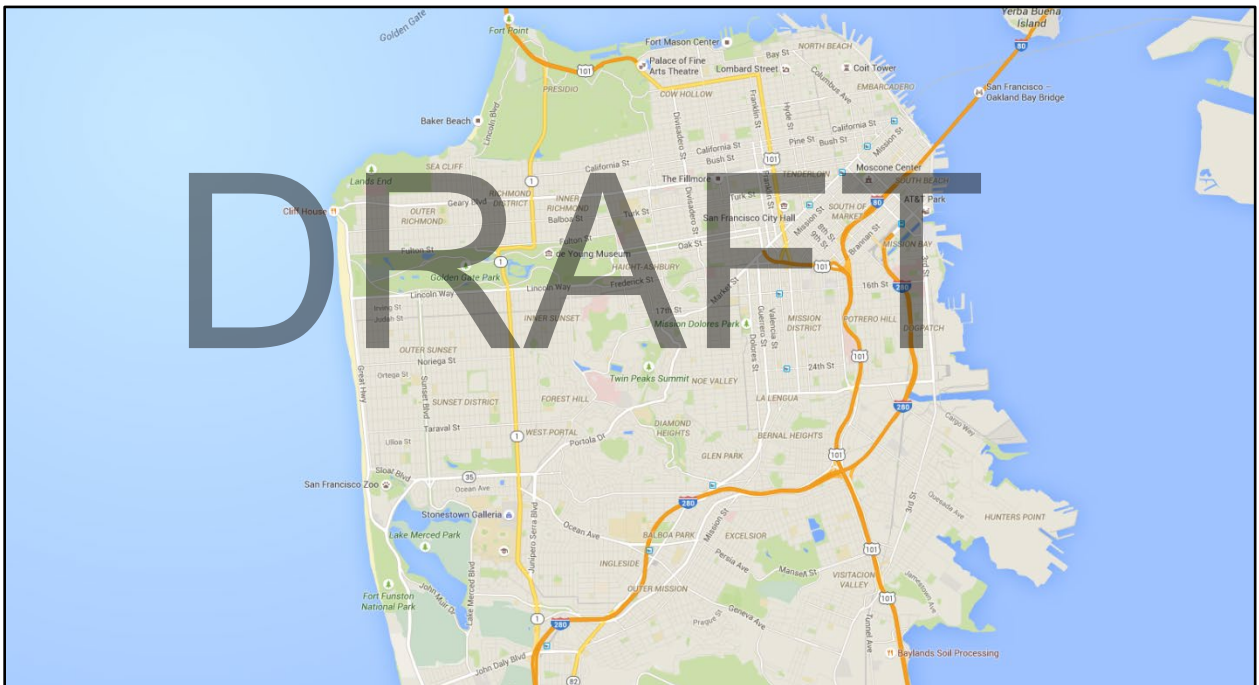
As noted above, vehicular access to the city/county of San Francisco is provided by the Golden Gate Bridge from the north, the Bay Bridge from the east, and the southern peninsula (San Mateo and Santa Clara Counties) to the south. Public transportation is provided by rail service (including Amtrak and Caltrain), bus service, and the Bay Area Rapid Transit (BART). BART links various Bay Area cities to the city/county of San Francisco, including Antioch, Pittsburg, and Richmond in Contra Costa County, Dublin, Pleasanton, and Fremont in Alameda County, Milpitas and North San Jose in Santa Clara County, and Daly City, Millbrae, and San Francisco International Airport in San Mateo County. Cable-car, Muni and BART service provide public transportation within the city. BART and County Connection buses shuttle commuters to and from outlying areas. The aforementioned San Francisco International Airport lies about 12 miles south of the city.

Household Income

Median household income represents a broad statistical measure of well-being or standard of living in a community. The median income level divides households into two equal segments with one half of households earning less than the median and the other half earning more. The median income is considered to be a better indicator than the average household income as it is not dramatically affected by unusually high or low values. According to Claritas Spotlight data reporting service, the median household income estimated for San Francisco County in 2023 is \$140,697. This is significantly higher than the state of California's median income of \$89,113. The county's income is the fourth highest among California counties, trailing Santa Clara, San Mateo and Marin counties.

Neighborhoods

San Francisco is identified by many smaller submarkets or neighborhoods. The main neighborhoods are described in the following paragraphs based on information from onlyinsanfrancisco.com and Urban Bay Properties.



Castro/Upper Market: San Francisco's historic F-Line streetcars are one of the best ways to reach the Castro and Upper Market areas. The Castro, and nearby Noe Valley, offer village-like amenities including pedestrian-friendly streets, Victorian homes in historic Eureka Valley, an array of trendy stores and outdoor cafes for the "see and scene" crowd. The upper stretch of Market Street coils around the lower reaches of Twin Peaks. Noted for their sweeping vistas of the Bay Area, these crests are popular with sightseers. Glen Park on the lower slopes of Diamond Heights has a canyon park and is near a BART station.

Chinatown: The entrance to Chinatown at Grant Avenue and Bush Street is called the "Dragon's Gate." Inside are 24 blocks of hustle and bustle, most of it taking place along Grant, the oldest street

in San Francisco. This city within a city is best explored on foot; exotic shops, food markets, temples and small museums are comprised within its boundaries. The former central telephone exchange of the Pacific Telephone and Telegraph Company stands at 743 Washington Street. Now a bank, it is the first Chinese-style building constructed in San Francisco, and the exact site where California's first newspaper was printed.

Civic Center: San Francisco's widest street, Van Ness Avenue, runs down the middle of Civic Center. A short distance from Civic Center is Hayes Valley, which boasts galleries, antique shops, restaurants, and book stores. A stretch of Larkin Street, starting just beyond the Asian Art Museum's front door at Larkin and McAllister up to O'Farrell, has been designated Little Saigon. Some 250 Vietnamese-owned businesses are concentrated in this and the nearby Tenderloin areas. The Polk Street district parallels Van Ness Avenue and extends all the way to Fisherman's Wharf, where it terminates in front of the historic Maritime Museum. Catering to a diverse population, Polk Street is one of the oldest shopping districts in San Francisco.

Embarcadero/Financial District: Lined with deep-water piers, The Embarcadero is literally where one embarks. At the foot of Market Street is the Ferry Building, which houses a food hall, restaurants and a farmer's market. The Ferry Building is also the terminal for ferries to Marin County, Vallejo, Oakland and Alameda. Across the bay is Treasure Island, a man-made island that was the site of the 1939 Golden Gate International Exposition. Much of Jackson Square, one of 11 historic districts, has many buildings dating from the mid-1800s.

Fisherman's Wharf: Fisherman's Wharf is home to fishing boats, seafood stalls, steaming crab cauldrons, seafood restaurants and sourdough French bread bakeries, as well as souvenir shops and museums. The historic F-Line streetcar and two cable car lines terminate in the area and sightseeing boats and boat charters link to Alcatraz, Angel Island and other points around San Francisco Bay.

Haight-Ashbury: One of the most photographed scenes in San Francisco, Alamo Square's famous "postcard row" at Hayes and Steiner Streets is a tight formation of Victorian houses back-dropped by downtown skyscrapers. The corner of Haight and Ashbury Streets still has its tie-dyed roots; vintage clothing, books and records are abundant here and along lower Haight Street. Locals will point out Buena Vista Park, with its city views, and, for architectural highlights, Masonic, Piedmont and Delmar Streets. Parnassus Heights is home to the University of California, San Francisco.

Japantown/Fillmore: Founded in 1906, Japantown is the oldest Japanese district in the United States and one of only three remaining. This small slice of Japanese life is near the Fillmore, the "Harlem of the West," which is the setting for an annual open-air jazz festival.

Marina/Presidio: The Golden Gate Bridge is one of the world's most famous landmarks. Its southern approach via State Highway 1/U.S. Highway 101 traverses some of the city's most scenic and historic areas including the Presidio of San Francisco and the Marina, site of the 1915 Panama-Pacific International Exposition. The outdoor cafes of Union Street in Cow Hollow, former dairy land, are ideal spots for people watching and gazing up at the mansions of Pacific Heights. Outer Sacramento Street and Laurel Heights contain a variety of shopping areas.

Mission District: Boasting some of the best weather in the city, the Mission District, Bernal Heights and Potrero Hill take advantage of an abundance of fog-free days. New restaurants and night spots are a draw while Mission Dolores, 16th and Dolores Streets, is the oldest structure in San Francisco. Many of the city's pioneers are buried in an adjacent cemetery. The largest concentration of murals in the city adorns buildings, fences and walls throughout the District. Potrero Hill's Dogpatch neighborhood is one of 11 historic Districts in the city.

Nob Hill: Once the home of the silver kings and railroad barons, the "nabobs," Nob Hill's noble tenants include Grace Cathedral, a replica of Notre Dame in Paris; Huntington Park, site of many art shows and graced by a replica of a 16th century Roman fountain; Nob Hill Masonic Center, an architectural dazzler hosting various musical events; the Cable Car Barn, where the cable cars are stored when not in service, and grand hotels, including the Mark Hopkins (Intercontinental Hotel) and the famous Top Of The Mark restaurant/bar and the Fairmont. Russian Hill, named for burial sites of Russian hunters who were active in California waters in the early 1800s, is most famous for the winding curves of Lombard Street.

North Beach: North Beach is transformed into one of San Francisco's most electric playgrounds with live music and dancing. Many local residents practice tai chi in Washington Square. Coit Tower atop Telegraph Hill offers marvelous views of the city. Thirty local artists painted murals on its ground floor walls in 1933.

Richmond District: Laid out in a grid of multifamily houses all the way to the Great Highway and Ocean Beach, the area is bordered by Golden Gate Park, Lincoln Park/Presidio and Lone Mountain. Shopping is concentrated along major thoroughfares, including Geary Boulevard and Clement Street. The Richmond District sprouted a second Chinatown along Clement Street in the early 1970s thanks to the numerous Asian restaurants and retail stores.

Soma/Yerba Buena: Yerba Buena Gardens, "the largest concentration of art west of the Hudson River," is an oasis in the heart of the city. Moscone Center and more than a dozen museums are located here as well as a memorial to Dr. Martin Luther King, Jr. The South Beach area, recently transformed into a mixed-use waterfront neighborhood, includes the restored warehouses in the South End Historic District and several marinas.

Union Square: Pre-pandemic, Union Square was an international shopping destination; though, the neighborhood has suffered the loss of several major retailers in recent years. Union Square is a landmark park in the heart of the downtown shopping and hotel district. Granite plazas, a stage, a café and four grand entrance corner plazas bordered by the park's signature palms, pay tribute to the Square's distinctive history and offer a forum for civic celebrations. The cable cars head up Powell Street from here and flower stands populate every corner.

Mission Bay: Established as a redevelopment area by the City and County of San Francisco in 1998, this neighborhood was primarily undeveloped for several years, with warehouses, shipping yards and factories the primary land uses in the area. Now, since the construction of Oracle Park, home to the San Francisco Giants baseball team, the Mission Bay and Central Waterfront area of San Francisco is developing as a biotech research hub for the Bay Area. California's Stem Cell Research headquarters is

located in Mission Bay, as is University of California San Francisco's (UCSF) Mission Bay campus. Newly constructed and proposed residential lofts and condos are also part of the neighborhood resurgence.

Bayview/Candlestick Point/Hunters Point: This area is primarily south of Interstate 280 and is home to the former Hunters Point shipyard. The Point, located within the former shipyard, is hyped as "America's largest art colony," and hosts several open art events and exhibitions during the year. The Bayview Opera House is the city's first opera house. Candlestick Point was the former home of Candlestick Park stadium.

Treasure Island/Yerba Buena Island: Treasure Island and Yerba Buena Island are located in the San Francisco Bay west of Interstate 80/The Bay Bridge. Treasure Island was artificially created with bay sand and became a U.S. Naval Station in 1941. After World War II, the island was utilized as a naval training and administrative center. Yerba Buena Island is a natural island which has historically been utilized by the U.S. Army, which established a post on the northeast portion of the island in 1867. In 1997, the Treasure Island Development Agency (TIDA) was created to oversee the reuse and redevelopment of the Treasure Island Naval Station, which had been closed by the Base Realignment and Closure Commission in 1993. Currently, the Treasure Island Development Project is underway which is planned to eventually result in 461-acres of land across both islands being redeveloped for residential, office, retail, and hotel use with substantial infrastructure upgrades.

Recreation & Culture

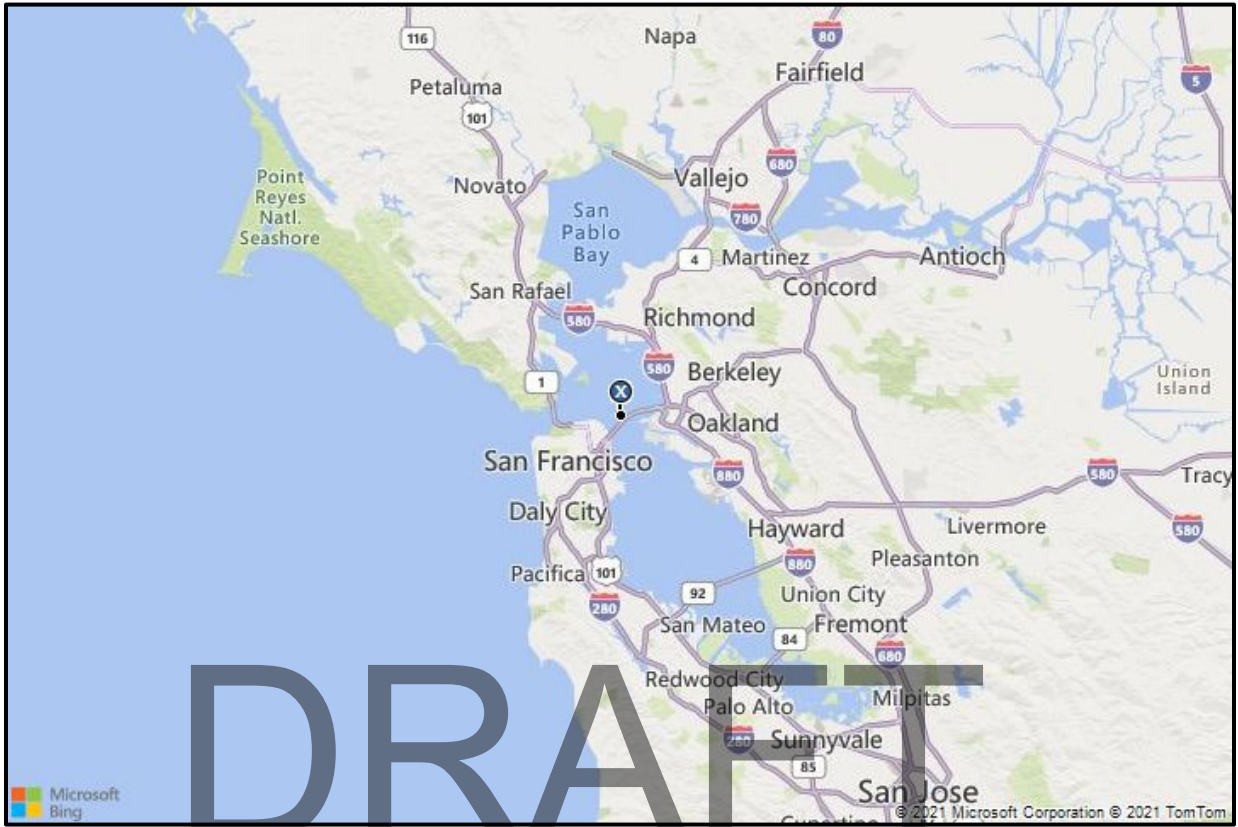
San Francisco is a city rich with cultural and recreational opportunities that attract residents and visitors alike. The city is home to live theater, symphony, ballet, opera, many diverse restaurants, professional sports teams, numerous public parks, a national recreation area, museums, beaches, and a wide variety of residential neighborhoods. Professional sports teams in the Bay Area include the San Francisco Giants (baseball), Golden State Warriors (basketball), San Francisco 49ers (football), San Jose Sharks (hockey) and San Jose Earthquakes (soccer).

San Francisco is known for drawing tourists from around the globe with its wide array of attractions. Major points of interest include Alcatraz Island, Angel Island, Fisherman's Wharf, the Embarcadero, the Aquarium of the Bay, and a city zoo. The 1,000-acre Golden Gate Park is San Francisco's largest park and offers a treasure trove of attractions, including Strybing Arboretum and Botanical Gardens, a biodiversity hub with 6,000 plant species and a towering display of California redwoods; the Japanese Tea Garden; a children's playground; the Asian Art Museum; MH de Young Memorial Museum; and the California Academy of Sciences.

Conclusion

San Francisco is one of the largest metropolitan areas in the U.S. and serves as a hub for international commerce, financial services, and tourism. The city is densely built-out with a limited supply of developable land. In recent years, the region experienced strong employment and economic conditions, and favorable conditions in most real estate sectors. However, employment conditions declined sharply after the onset of the pandemic, with gradual improvement as the economy has recovered. Market and economic conditions have likewise improved as jobs and residents have returned to the metro, but most commercial real estate markets remain at conditions below their pre-pandemic levels in terms of vacancy rates and, in some cases, rental rates. Additionally, current macroeconomic factors, particularly high inflation, and rising interest rates, have reintroduced uncertainty in the market.

Area Map



Surrounding Area Analysis

Boundaries

The subject is located on Treasure Island, an artificially created island in the San Francisco Bay between the city of San Francisco and the city of Oakland. To the south, Treasure Island is connected to Yerba Buena Island via Treasure Island Road.

A map identifying the location of the property follows this section.

Access and Linkages

Vehicular access to Treasure Island is provided by Interstate 80 via the Oakland-San Francisco Bay Bridge, which provides access to San Francisco and Oakland. Yerba Buena Tunnel runs through the island and connects it with the Bay Bridge. Interstate 80 connects to Highway 101 south of the subject property in San Francisco and connects to Interstates 580 and 880 east of the subject in Oakland. Access to the subject property from the I-80 ramp is provided by Treasure Island Road. San Francisco's central business district, the economic and cultural center of the region, is approximately three to four miles from the subject property. Downtown Oakland is located approximately eight miles east of Treasure Island.

Upon completion of the proposed development, Treasure Island and Yerba Buena Island are expected to enjoy bus service, with ferry service to San Francisco also available from Treasure Island. The San Francisco International Airport is approximately 18 miles south of the subject property, while the Oakland International Airport is 16 miles southeast of the subject.

Demographic Factors

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics					
2023 Estimates	10-Minute Drive Time	15-Minute Drive Time	20-Minute Drive Time	San Francisco City & County	San Francisco-Oakland MSA
Population 2020	32,764	467,988	1,225,384	873,965	4,749,008
Population 2023	32,841	456,979	1,189,388	831,958	4,672,808
Population 2028	34,759	464,765	1,195,133	829,076	4,708,625
Compound % Change 2020-2023	0.1%	-0.8%	-1.0%	-1.6%	-0.5%
Compound % Change 2023-2028	1.1%	0.3%	0.1%	-0.1%	0.2%
Households 2020	16,107	218,764	510,863	371,851	1,744,100
Households 2023	16,199	214,713	498,345	358,729	1,712,517
Households 2028	17,312	220,254	504,690	362,944	1,725,723
Compound % Change 2020-2023	0.2%	-0.6%	-0.8%	-1.2%	-0.6%
Compound % Change 2023-2028	1.3%	0.5%	0.3%	0.2%	0.2%
Median Household Income 2023	\$224,453	\$117,668	\$119,504	\$140,697	\$127,870
Average Household Size	1.8	2.0	2.3	2.2	2.7
College Graduate %	71%	59%	57%	59%	51%
Median Age	38	40	40	40	40
Owner Occupied %	34%	26%	37%	38%	55%
Renter Occupied %	66%	74%	63%	62%	45%
Median Owner Occupied Housing Value	\$1,928,056	\$1,356,877	\$1,323,380	\$1,845,484	\$1,202,706
Median Year Structure Built	2004	1958	1951	1942	1967
Average Travel Time to Work in Minutes	35	36	37	37	38

Source: Claritas

As shown above, the current population within a 15-minute drive time of the subject is 456,979, and the average household size is 2.0. Population in the area has declined since the 2020 census, but the trend is projected to change to growth over the next five years. This is in contrast to the population of San Francisco County, which is projected to decline.

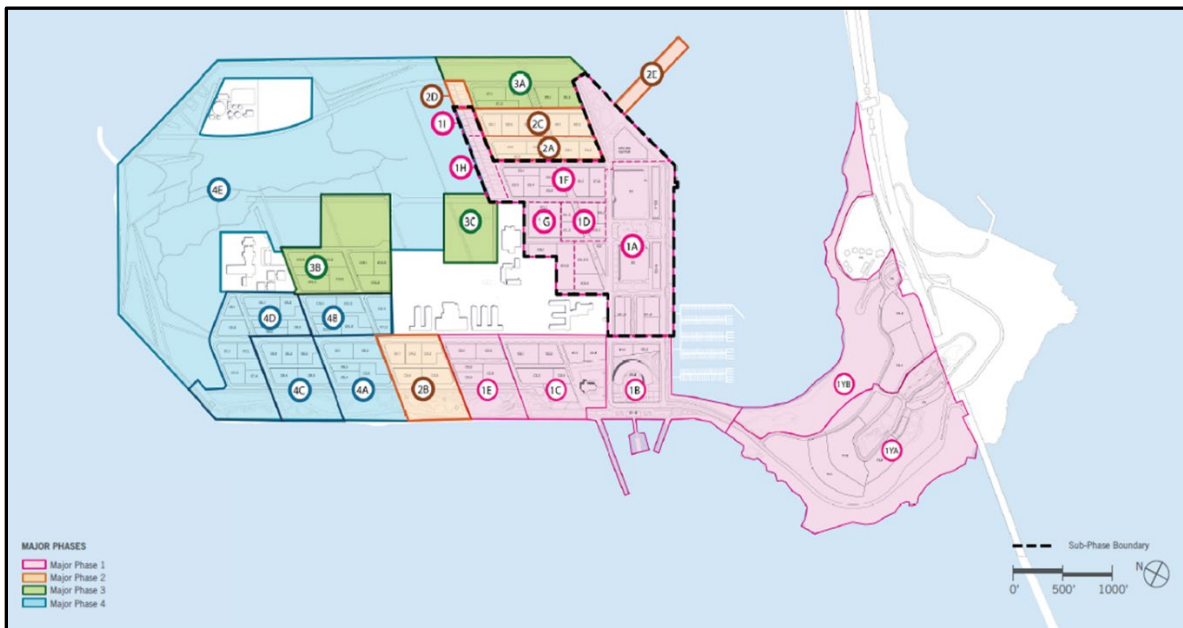
Median household income within a 15-minute drive time is \$117,668, which is lower than the household income for San Francisco County overall. However, median household income within a 10-minute drive time is \$224,453, which is significantly greater than the median income for San Francisco County and the San Francisco-Oakland MSA. Residents within a 15-minute drive time have a similar level of educational attainment to those of San Francisco County, though median owner occupied home values are considerably lower. Conversely, median home values within a 10-minute drive time are higher than median home values in San Francisco County overall.

Land Use

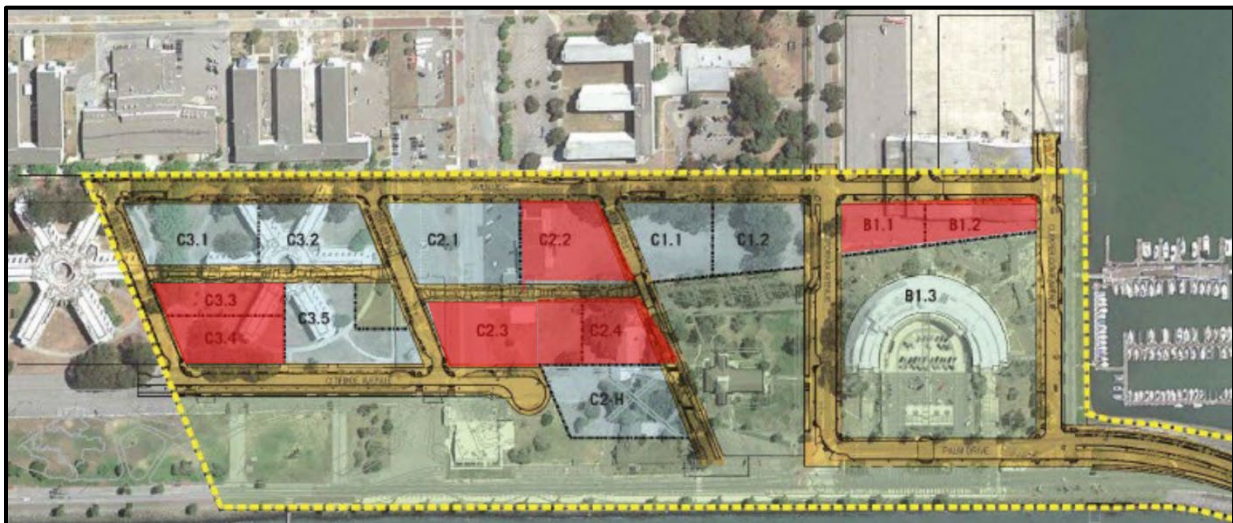
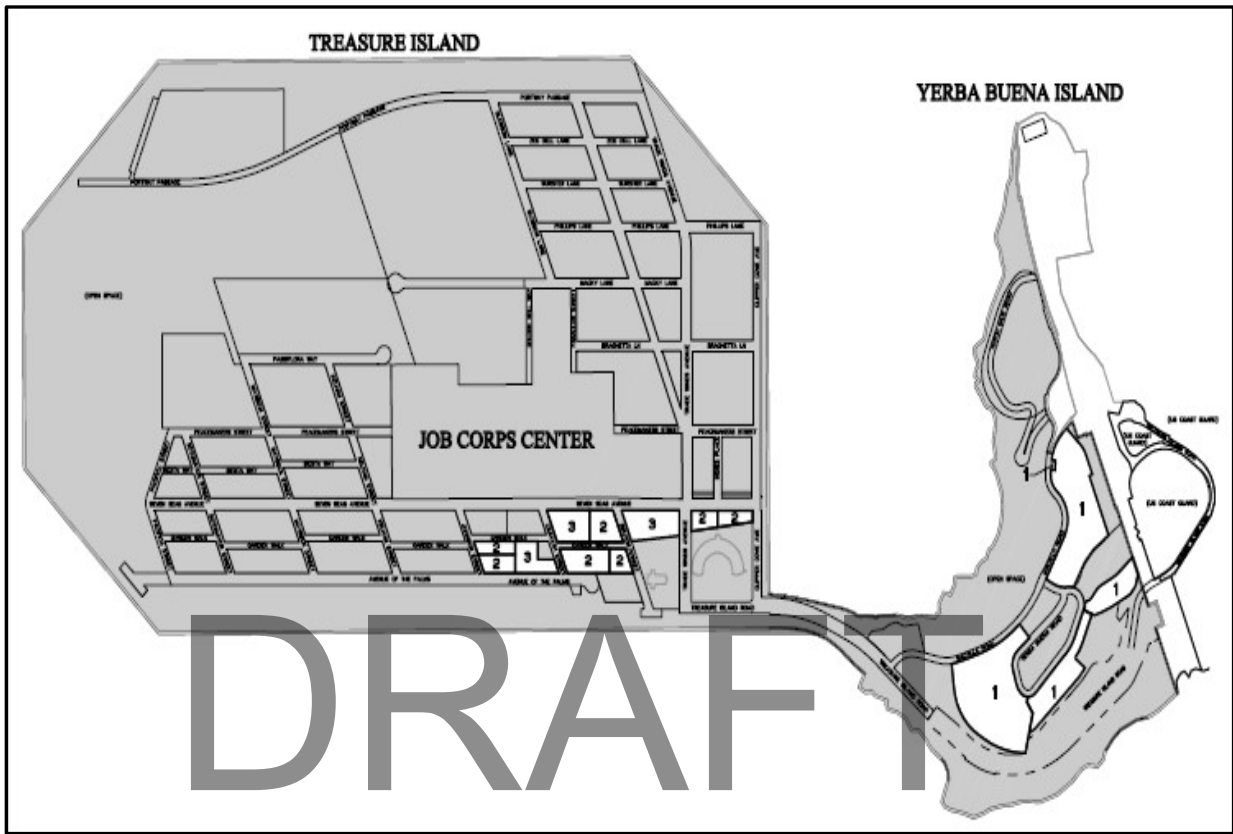
The subject property is the second phase of the larger Treasure Island Development Program, a proposed 461-acre project which, upon completion, will include up to 8,000 homes, 500 hotel rooms, 300,000 square feet of retail space, 100,000 square feet of office space, a marina, ferry terminal, open space/public parks, and pedestrian trails. The project is located on a portion of a former United States Navy base which includes Treasure Island (artificially created with bay sand) and 89-acres of Yerba Buena Island. The following chart summarizes the overall proposal for the Development Program.



There are five phases associated with the planned development; the subject includes a portion of sub-phases 1B, 1C, and 1E of Phase 1, as indicated on the below map. The development of Yerba Buena Island (sub-phases 1YA and 1YB), is also well underway. At completion, the project at Yerba Buena Island will include 261 for-sale residences (a mix of condominium and townhomes) and five homesites. The location of the subject property (Improvement Area No. 2) within the overall project is depicted on the following page.



The boundaries of CFD No. 2016-1, which include the subject parcels, are presented below. Parcels designated with the number “2” reflect the subject property.



The subject property is shaded in red and includes B1.1 and B1.2 (“B1”), C2.2, C2.3, C2.4, and C3.4. Please note, sites C3.3 and C3.4 have been combined into one assessor’s parcel number as of the

effective appraisal date; these two sites now comprise Parcel C3.4. The area highlighted above is located on the southwest portion of Treasure Island.

Currently, land use on Treasure Island includes a mix of residential, retail, and office uses, as well as the Treasure Island Museum and marina. Yerba Buena Island includes former military offices and improvements, many of which have been demolished as part of the redevelopment process. Development of the 124-unit Bristol condominium project was recently completed on Yerba Buena Island. Sales at the project commenced in 2021 and 36 market rate units have been sold as of August 1, 2023. As noted, Yerba Buena Island will have 261 for-sale residences, including The Bristol, upon completion of development.

Prior to redevelopment, there were reportedly approximately 1,005 existing residences on Treasure Island and Yerba Buena Island combined, and 100 non-residential improvements. The south-eastern portion of Yerba Buena Island, southeast of the Bay Bridge, remains utilized by the United States Coast Guard.

Other land use characteristics are summarized as follows:

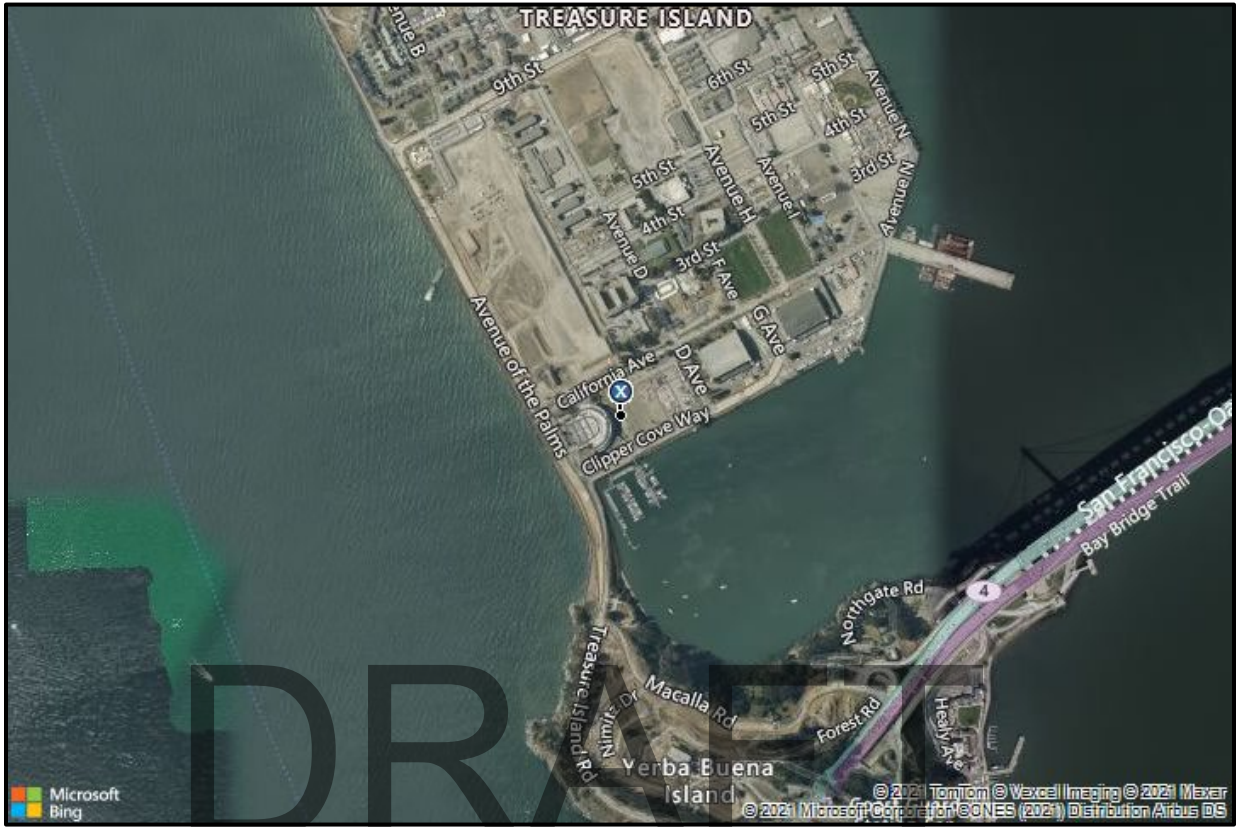
Subject's Immediate Surroundings	
North	Multifamily residential use
South	Treasure Island Administration Building 1, Yerba Buena Island
East	Institutional offices, housing
West	San Francisco Bay

Outlook and Conclusions

The area is in the growth stage of its life cycle. The plans for Yerba Buena and Treasure Islands include substantial development to an area previously primarily only utilized for military purposes. Given location on southwestern portion of Treasure Island, the subject benefits from views of the San Francisco Bay and San Francisco downtown skyline. Treasure Island and Yerba Buena Island also benefit from proximity to employment centers in San Francisco and Oakland, while offering a more secluded setting. Given the history of the surrounding area and growth trends, it is anticipated that property values on Yerba Buena and Treasure Islands will increase in the future, though the local market will continue to be impacted by macroeconomic factors such as (comparatively) higher interest rates and inflation in the near term.



Surrounding Area Map



Residential Market Analysis (for sale)

The subject is entitled for both for-sale residential use and for-rent multifamily use over ground floor retail. In the following paragraphs, we examine supply and demand indicators for for-sale single family residential development in the subject's area.

The subject is located on Treasure Island in the San Francisco Bay and is considered to have good transportation linkages to both San Francisco and Oakland. The neighborhood is characterized as a suburban area that appeals those who want both proximity to and seclusion from the city. Based on the characteristics of Treasure Island, and the details of the proposed product, the subject characteristics best support a project designed for first time or move-up homebuyers.

Single-Family Building Permits

Single-family and multifamily building permits for San Francisco are shown in the table below.

Single & Multifamily Building Permits

Year	City & County of San Francisco
2013	4,474
2014	2,711
2015	3,665
2016	4,087
2017	4,254
2018	5,178
2019	3,200
2020	2,004
2021	2,519
2022	2,044

Source: SOCDs Building Permits Monthly Request

Single & Multifamily Building Permits: 2023 Preliminary Data

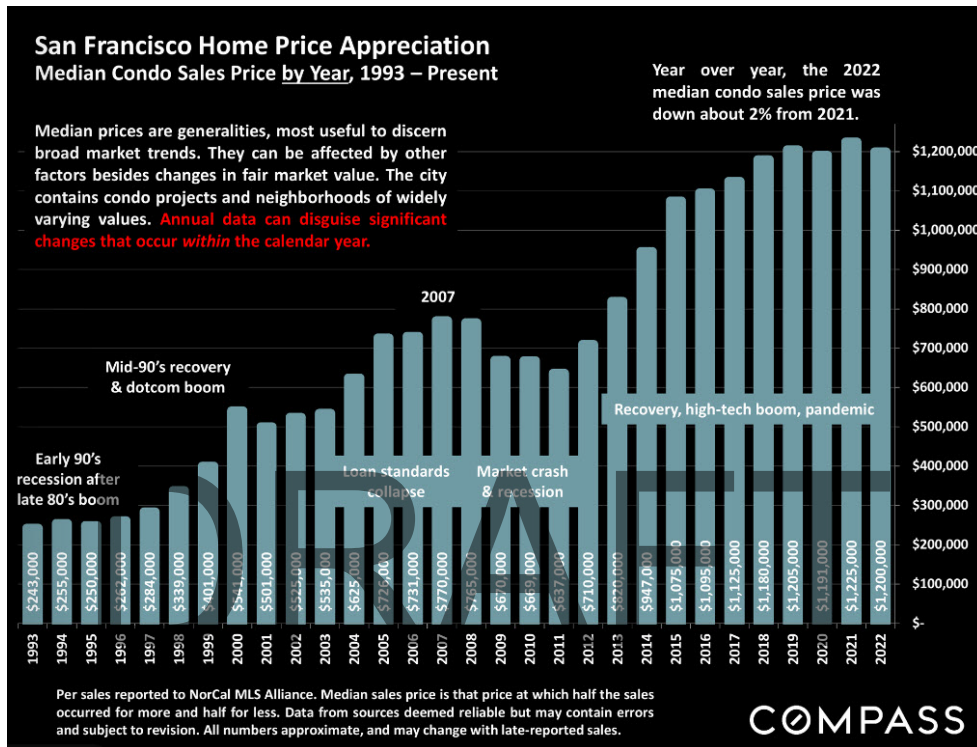
Month	City & County of San Francisco
January	9
February	3
March	10
April	11
May	48
June	98
	179

Source: SOCDs Building Permits Monthly Request

Building permits in 2020 were impacted by the COVID-19 pandemic, as planning progress was temporarily halted due to shelter-in-place orders.

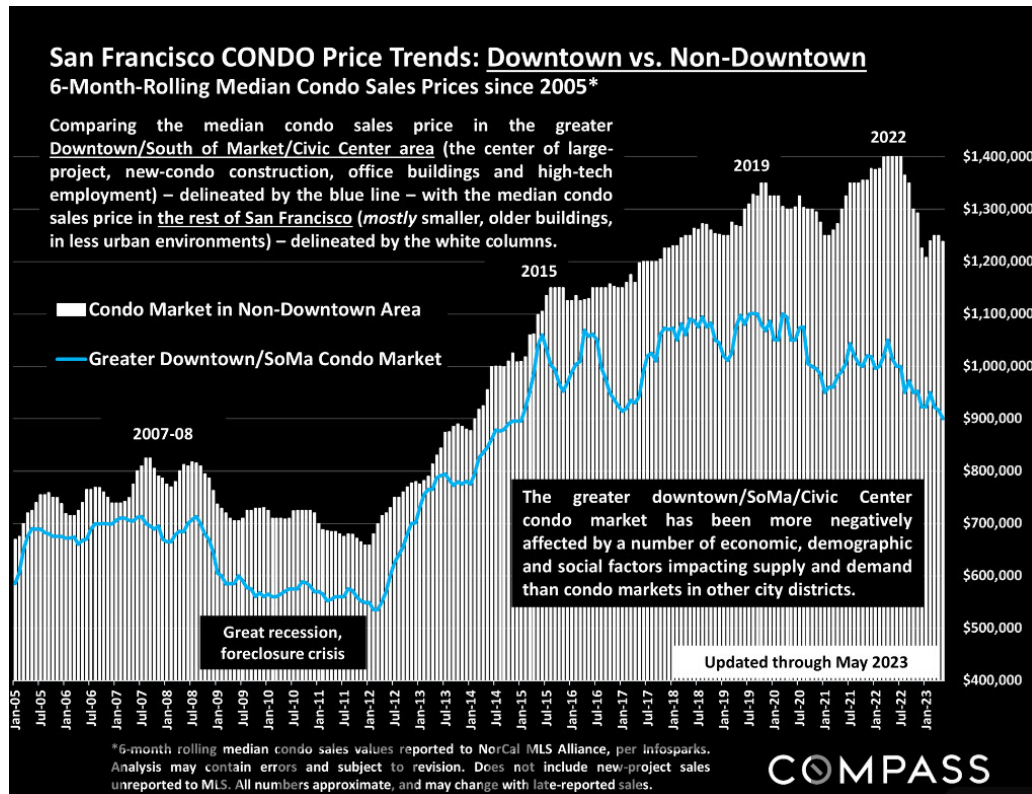
Condominium Housing Trends

Data in this section is provided by Compass and Polaris Pacific. In general, the San Francisco condominium market continues to lag behind the house market in key metrics. Despite this, median condominium sale prices in 2022 were only 2% lower than prices in 2021 (a historic high) and were higher than median prices in 2018 and 2020. This is despite the fact the broader residential market in 2022 was significantly impacted by the Federal Reserve’s increase in interest rates.



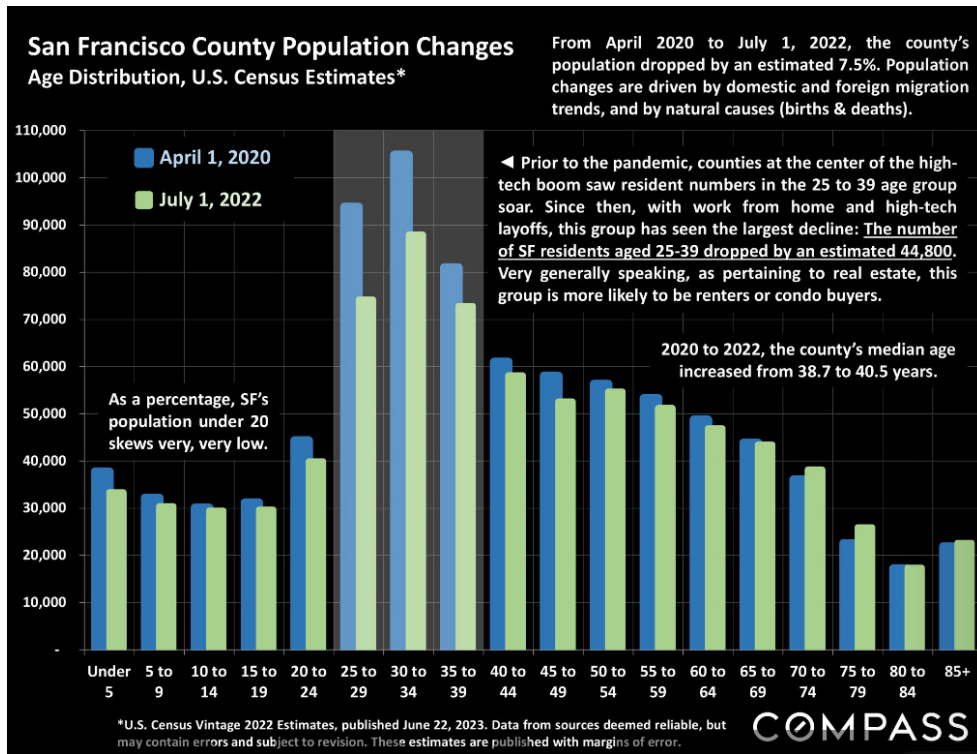
The impact of the Federal Reserve’s interest rate hikes has varied widely by market and product type. In many suburban and outlying markets, prospective buyers have adjusted to these increases and strong demand returned in the second quarter of 2023. Demand is further exacerbated by low inventory, as many sellers are hesitant to list homes already financed at favorable rates. However, the San Francisco condo market is influenced by additional factors. A decrease in demand for office space and the continued prominence of remote work policies, combined layoffs across the tech sector, have tempered demand for condominium units, particularly in San Francisco’s denser urban core neighborhoods. The following chart demonstrates differences in condominium prices in Downtown and adjacent neighborhoods compared the rest of San Francisco. The subject is located on Treasure Island, which is suburban in nature and removed from the downtown urban core.





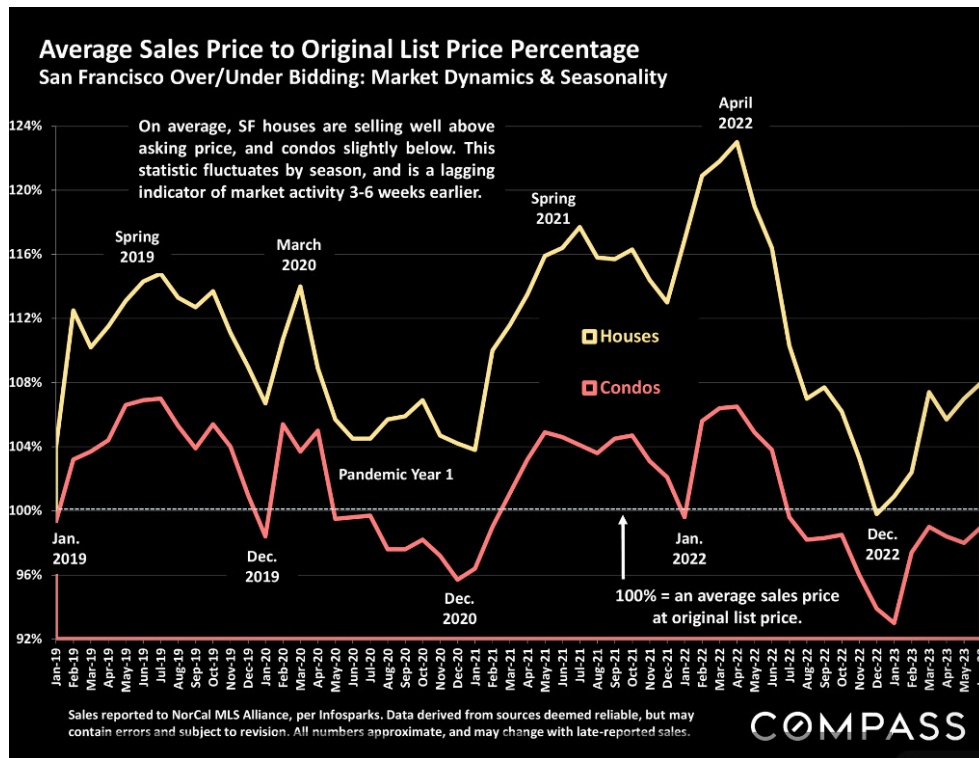
Also of note are population shifts in San Francisco since the onset of the pandemic, including the outmigration among demographics often interested in purchasing condos. This is highlighted in the chart on the following page. In addition, demand from international buyers, who in the past have participated in the San Francisco condo market, remains below pre-pandemic levels.





Condominiums in San Francisco are currently transacting just below listing price. The following chart demonstrates the initial impact of the pandemic on condo pricing, the increased demand for product when interest rates were historically low in 2021, the temporary drop in demand corresponding with the interest rate hikes in the second half of 2022, and finally current sales prices compared to listing prices.





Polaris Pacific reports the average days on market for condominiums in San Francisco was 51 days as of May 2023, still below a 60-day balanced market. Remaining inventory as of the end of 2022 was reported at 5.6 months, slightly below the balanced market metric of 6.0 months. In addition, Polaris Pacific reports condominium inventory is 14.4% lower than inventory in 2022. Therefore, despite challenges over the past year, demand for condominiums remains. The subject will benefit from being a newly constructed product with excellent views of the San Francisco Bay and skyline in a suburban location removed from the downtown core.

Active New Home Projects Pricing and Absorption

Since the pandemic, and with the persistence of work from home policies, demand for larger units, private outdoor space, and a suburban setting has increased. The subject product will offer a mix of unit sizes and layouts with varying price points, and the project enjoys a suburban location on Treasure Island.

The following table includes active newly constructed condominium projects for which we were able to obtain absorption data (the majority of which is provided by the July 2023 *Polaris Pacific Report* for San Francisco).



Active Projects - July 2023													
Project Name	Neighborhood	Builder	No. of Units	Year Built	Stories	Monthly HOA	Date on Market	Sales per Month	Sale Price (Low)	Sale Price (High)	SF Low	SF High	Price PSF
Oran	Lower Nob Hill	Dolmen Property Group	54	2023	6	\$201 to \$305	Nov-22	1.5	\$499,000	\$1,045,000	-	-	-
2238 Market St	Duboce Triangle	Prado Group	42	2022	5	\$667o \$773	May-22	2.4	\$775,000	\$1,875,000	625	1,052	\$1,240 to \$1,782
198 Valencia	Mission Dolores	JS Sullivan	29	2022	5	\$500 to \$719	Apr-22	1.9	\$1,338,000	\$1,638,000	450	1,292	\$2,973 to \$1,268
88 at the Park	Potrero Hill	First City Development	127	2022	4	\$599 to \$790	Mar-22	2.9	\$589,000	\$1,089,000	386	853	\$1,526 to \$1,277
Lofton at Portola	Portola	TRI Pointe	54	2022	2	-	Dec-21	1.0	\$1,310,900	\$1,499,000	1,387	1,879	\$945 to \$798
1288 Howard	SOMA	March Capital	125	2022	5	\$404 to \$458	Oct-21	1.5	-	-	381	1,072	-
The Oak	Hayes Valley	Z&L Properties	109	2021	12	\$704 to \$822	Aug-21	0.6	\$625,500	\$2,000,000	494	1,055	\$1,266 to \$1,896
Serif	Mid Market	L37	242	2021	12	\$595 to \$1,057	Jun-21	2.6	\$500,000	\$2,145,000	337	1,260	\$1,484 to \$1,702
Noir	Pacific Heights	JS Sullivan	7	2021	7	\$1,108 to \$1,117	Jun-21	0.2	\$3,488,000	-	2,180	-	\$1,600
The Bristol	Yerba Buena Island	Wilson Meany	124	2021	5	\$825 to \$1,367	Feb-21	1.5	\$800,000	\$3,000,000	610	2,325	\$1,311 to \$1,290
Murano	Cow Hollow	Centrix Builders	22	2021	4	\$958 to \$1,580	Feb-21	0.7	\$1,049,000	\$1,649,000	721	1,752	\$1,455 to \$941
Crescent	Nob Hill	Grosvenor	44	2020	6	\$1,840	Mar-20	-	\$1,325,000	\$4,900,000	650	1,956	\$2,038 to \$2,505
One Stewart Lane	SOMA	Paramount Group	120	2021	20	\$2,000	Feb-20	-	-	-	794	2,443	-
Union House	Cow Hollow	DM Development	41	2020	6	\$900 to \$1,500	Feb-20	0.8	\$1,195,000	\$5,800,000	783	2,095	\$1,526 to \$2,768
950 Tennessee	Dogpatch	Leap Development	100	2019	4	\$435 to \$680	Nov-19	1.5	\$664,000	\$700,000	421	1,440	\$1,577 to \$486
2177 Third Street	Dogpatch	Align Partners	114	2019	6	\$742 to \$983	Nov-19	-	-	-	500	1,450	-
One Eleven	SOMA	Z&L Properties	39	2020	8	\$525 to \$640	Oct-19	0.6	\$599,000	\$1,050,000	501	1,278	\$1,196 to \$822
The Westerly	Sunset	Propriis	56	2019	5	\$450 to \$550	Sep-19	0.8	\$797,000	\$1,354,000	762	1,213	\$1,046 to \$1,116
Four Seasons Residences	Yerba Buena	Westbrook Partners	146	2020	43	\$3,140 to \$6,200	May-19	-	\$2,300,000	\$49,000,000	1,075	10,000	\$2,140 to \$4,900
Mira	Transbay	Tishman Speyer	392	2018	40	\$900 to \$1,475	Oct-18	-	-	-	-	-	-
The Avery	Transbay	Related	118	2019	55	\$1,530 to \$1,900	May-18	1.1	\$1,895,000	\$8,770,000	964	4,176	\$1,966 to \$2,100
181 Fremont	Transbay	Jay Paul Company	67	2017	17 (resi.)	\$2,000 to \$3,500	May-18	0.8	\$1,400,000	\$8,750,000	672	2,209	\$2,083 to \$3,961
Fulton 555	Hayes Valley	Avery Bays Real Estate	139	2016	5	\$490 to \$600	Jul-15	1.3	\$691,380	\$1,344,801	512	1,050	\$1,350 to \$1,281
Average			100					1.3	\$1,149,515	\$5,422,711	724	2,093	

Source: Polaris Pacific, IRR Research

The average absorption rate for active condominium projects as of July 2023 was 1.3 sales per month. It should be noted, the subject's location is superior to many of the neighborhoods with new product. Among projects active as of July 2023, 2238 Market Street in Duboce Triangle, 88 at the Park in Potrero Hill, and Serif in Mid-Market stand out as the only three projects with monthly absorption rates over 2.0 sales per month. The Bristol, located on YBI, has averaged 1.5 sales per month. The Developer notes the project was completed in July 2022 (though presales had commenced prior), which corresponds with the timeframe of recent interest rate increases and the temporary slowdown experienced in the broader market.

The following table reflects condominium projects which achieved sell out since 2016. This seven year timeframe provides a helpful perspective on condominium absorption in San Francisco throughout strong and weak market conditions.

Sold Out Projects (2016 or later)									
Project	Neighborhood	Developer	No. of		Stories	Sale Price	Sale Price	Sold Out	Sales per
			Units	Year Built		(Low)	(High)		
The Harrison	Rincon Hill	Maximus Real Estate	299	2016	49	\$740,000	\$7,500,000	Apr-23	3.5
730 Florida	Inner Mission	Thomas & Martina Murphy	24	2022	4	\$789,000	\$1,499,000	Mar-23	2.0
Maison a Soma	SOMA	JS Sullivan	40	2021	6	--	--	Jun-22	3.8
Elevant	Civic Center	JS Sullivan	55	2020	11	\$600,000	\$800,000	May-22	3.0
One Mission Bay	Mission Bay	CIM Group	348	2017	16	\$582,000	\$3,950,100	Aug-21	5.5
The Monarch	Hunters Point	Lennar	47	2017	4	\$548,000	\$806,000	Aug-21	0.9
Maison Au Pont	Marina	JS Sullivan	43	2020	4	\$700,000	\$1,608,000	Jul-21	2.4
Mission Modern	Inner Mission	March Capital	24	2020	6	--	--	Jul-21	1.4
99 Rausch	SOMA	Belrich Partners	112	2018	6	\$580,000	\$2,600,000	Feb-21	2.5
540 De Haro	Potrero Hill	Aralon Properties	16	2020	4	\$1,100,000	\$2,600,000	Jan-21	2.0
The Austin	Lower Nob Hill	Pacific Eagle	103	2017	12	\$615,000	\$2,045,000	Jan-21	2.1
Lumina	Rincon Hill	Tishman Speyer	656	2016	37 to 42	\$990,250	\$4,000,000	Dec-20	3.0
1433 Bush Street	Lower Nob Hill	JS Sullivan	40	2019	8	\$580,000	\$1,435,000	Jul-20	2.8
Stage 1075	Mid Market	Encore Housing	90	2017	8	\$539,000	\$1,259,000	Jan-20	3.2
719 Larkin	Tenderloin	JS Sullivan	42	2019	8	\$650,000	\$815,000	Nov-19	6.0
901 Tennessee	Dogpatch	Local Development Group	44	2019	4	\$499,000	\$1,779,000	Nov-19	4.9
Sutter North	Lower Nob Hill	Marc Dimalanta	37	2018	9	\$599,000	\$999,000	Aug-19	1.5
1868 Van Ness	Nob Hill	Peter Iwate	35	2017	8	\$789,000	\$1,189,000	Jun-19	1.2
Alma & Engel	Hunters Point	Lennar	105	2015	-	--	--	Jun-19	2.3
The Alexandria	Central Richmond	Time Space San Francisco	43	2018	4	\$780,000	\$1,200,000	May-19	3.0
288 Pacific	Jackson Square	Grosvenor	33	2018	7	+/- \$2,300,000	+/- \$2,300,000	Apr-19	2.4
1598 Bay	Marina	Presidio Development Partners	28	2018	4	\$845,000	\$1,950,000	Mar-19	2.5
815 Tennessee	Dogpatch	DM Development	68	2017	5	--	--	Nov-18	5.2
1188 Valencia	Mission	JS Sullivan	49	2018	5	--	--	Sep-18	4.7
The Pacific	Pacific Heights	Trumark Urban	76	2016	9	--	--	Jul-18	3.3
1450 Franklin	Lower Pacific Heights	Village Properties	67	2016	13	--	--	Jun-18	3.1
The District	Lower Pacific Heights	KB Homes	81	2016	6	\$860,000	\$1,562,500	May-18	2.8
72 Townsend	South Beach	KB Homes	74	2016	9	--	--	Mar-18	2.0
Rockwell	Lower Pacific Heights	Oyster Development	259	2016	13	\$784,500	\$3,100,000	Jan-18	8.0
Laguna Hayes	Hayes Valley	Village Properties	29	2017	5	--	--	Jan-18	4.6
La Maison	SOMA	JS Sullivan	28	2017	5	--	--	Jan-18	2.3
Knox	Dogpatch	Trumark Urban	91	2016	4 to 5	--	--	Nov-17	11.1
Rowan	Inner Mission	Trumark Urban	70	2015	9	--	--	Nov-17	5.3
Luxe	Pacific Heights	Belrich Partners	34	2016	7	--	--	Mar-17	0.5
Summit 800	Duboce Triangle	Comestock Homes	182	2016	3	--	--	Feb-17	6.0
388 Fulton	Civic Center	7x7 Development	69	2016	6	--	--	Dec-16	7.5
450 Hayes	Hayes Valley	DM Development	41	2016	4	--	--	Nov-16	4.4
400 Grove	Hayes Valley	DM Development	34	2016	5	--	--	Oct-16	8.6
One Franklin	Hayes Valley	JS Sullivan	35	2016	8	--	--	Oct-16	8.6
1001 Seventeenth	Potrero Hill	Eamonn Herlihy	26	2016	4	--	--	Aug-16	2.8
Sapphire	SOMA	Stanley Chia	15	2015	4	--	--	Feb-16	3.0
Average									3.8

Source: Polaris Pacific, IRR Research

The average rate of absorption for all projects in the above table is 3.8 sales per month. Projects which achieved sell-out post pandemic averaged 2.7 sales per month, while projects averaged 3.3 sales per month pre-pandemic. Many of the projects presented in the previous tables are located in denser, urban core environments. Neighborhoods such as SOMA were more heavily impacted by the pandemic than lower density residential neighborhoods such as Pacific Heights and Cow Hollow, as these neighborhoods are heavily influenced by the office market and demand for homes proximate to major employers.

The subject's for-sale residential product will include a mix of studio, one, two, and three bedroom condominiums ranging in size from 500 to 1,643 square feet, and the design is most similar to comparables with eight stories or less. Our market value conclusions for the subject's average/representative unit reflect a price point of \$1,550,000 (1,007 square feet) for Parcel C3.4 and \$1,900,000 (1,257 square feet) for Parcel C2.3, which fall within the range of comparable sale prices presented in the previous tables and in the upcoming valuation section.

The Bristol, located on Yerba Buena Island within Improvement Area No. 1, is a condominium project with an average unit size of 1,203 square feet which completed construction in 2022. The units are similar in size to Parcel C2.3, but larger than Parcel C3.4. The typical asking price of homes at The Bristol is approximately \$1,700,000; as of August 1, 2023, 36 of the market rate units have sold (implying an absorption rate of approximately 1.5 sales per month). As previously noted, the completion of construction coincided with the Federal Reserve's interest rate hikes, which impacted the project. The Developer is anticipating an increase in buyer activity in Fall of 2023. Sales agents at the property note the project has received significant interest from buyers currently living in the South Bay.

Given the price point and size of the proposed subject units, the suburban characteristics of Treasure Island, and recent absorption activity within other San Francisco projects, we project an absorption rate of between **3.0** and **4.0** sales per month is appropriate for the subject units. This implies an absorption rate of **21.0** sales per semi-annual period (six months).

While this projection exceeds the average absorption rate for currently active San Francisco projects, there are multiple examples of recently sold out projects (selling out post pandemic) projects achieving these rates; these include The Harrison in Rincon Hill (3.5 sales per month), Maison a Soma in SOMA (3.8 sales per month), and One Mission Bay in Mission Bay (5.5 sales per month).

Ability to Pay

In this section, we will examine the ability to pay among prospective buyers for a representative price point among the developer's various product types. The average unit size for the subject's market units is approximately 1,257 square feet for Parcel C3.4 and 1,007 square feet for C2.3; we have estimated corresponding sale prices at \$1,550,000 and \$1,900,000, respectively.

First, we will estimate the required annual household income based on typical mortgage parameters in the subject's market area. Specifically, we will employ a loan-to-value ratio of 80% (down payment of 20%), mortgage interest rate of 7.5%, 360 monthly payments, and a 40% ratio for the housing costs as a percent of monthly income (inclusive of principal, interest, all taxes, and insurance). Property tax payments, including Special Taxes, are accounted for in the analysis as well as homeowner's insurance. The following table shows the estimate of the annual household income that would be required to afford homes priced at the representative price point.

Income Required - Parcel C3.4

Home Price	\$1,550,000	
Loan % of Price (Loan to Value)	80%	
Loan Amount	\$1,240,000	
Interest Rate	7.50%	
Mortgage Payment	\$8,670	
Property Taxes	\$1,584	Based on 1.179738% and direct charges of \$720
CFD No. 2016-1 IA No. 2	\$563	
Property Insurance	\$323	
Total Monthly Obligation	\$11,140	
Mortgage Payment % of Income	40%	
Monthly Income	\$27,850	
Annual Income	\$334,203	

Income Required - Parcel C2.3

Home Price	\$1,900,000	
Loan % of Price (Loan to Value)	80%	
Loan Amount	\$1,520,000	
Interest Rate	7.50%	
Mortgage Payment	\$10,628	
Property Taxes	\$1,928	Based on 1.179738% and direct charges of \$720
CFD No. 2016-1 IA No. 2	\$695	
Property Insurance	\$396	
Total Monthly Obligation	\$13,646	
Mortgage Payment % of Income	40%	
Monthly Income	\$34,116	
Annual Income	\$409,392	

We have obtained income data from Spotlight Analytics, for a 20-mile radius surrounding the subject property. In the following table we show the income brackets within the noted area, along with estimates of the percentage of households able to afford homes priced at the representative price point within each income bracket. Although, subject property would likely include a regional, national, and international buyer profile.

Household Ability - Parcel C2.3

Household Income	Households	Percent of Households	Percent Able to Pay	Households	Households Able to Pay
< \$15,000	75,742	6.6%	0.0%	0	0.0%
\$15,000 - \$24,999	59,217	5.1%	0.0%	0	0.0%
\$25,000 - \$34,999	53,026	4.6%	0.0%	0	0.0%
\$35,000 - \$49,999	76,251	6.6%	0.0%	0	0.0%
\$50,000 - \$74,999	117,300	10.1%	0.0%	0	0.0%
\$75,000 - \$99,999	112,601	9.7%	0.0%	0	0.0%
\$100,000 - \$124,999	100,863	8.7%	0.0%	0	0.0%
\$125,000 - \$149,999	89,873	7.8%	0.0%	0	0.0%
\$150,000 - \$199,999	131,423	11.4%	0.0%	0	0.0%
\$200,000 - \$249,999	88,130	7.6%	0.0%	0	0.0%
\$250,000 - \$499,999	119,469	10.3%	42.9%	51,252	4.4%
\$500,000+	<u>131,842</u>	<u>11.4%</u>	100.0%	<u>131,842</u>	<u>11.4%</u>
	1,155,737	100.0%		183,094	15.8%

Household Ability - Parcel C3.4

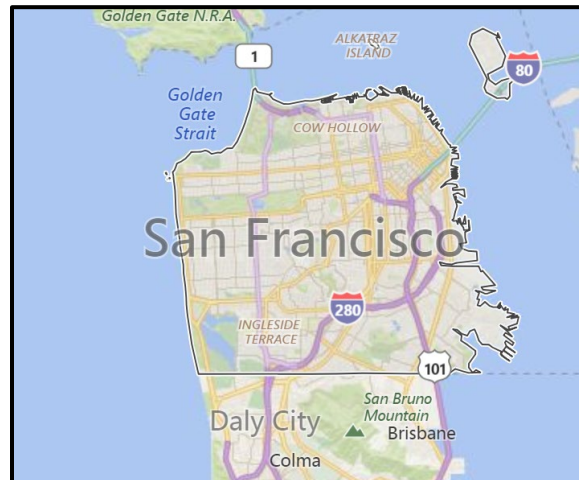
Household Income	Households	Percent of Households	Percent Able to Pay	Households	Households Able to Pay
< \$15,000	75,742	6.6%	0.0%	0	0.0%
\$15,000 - \$24,999	59,217	5.1%	0.0%	0	0.0%
\$25,000 - \$34,999	53,026	4.6%	0.0%	0	0.0%
\$35,000 - \$49,999	76,251	6.6%	0.0%	0	0.0%
\$50,000 - \$74,999	117,300	10.1%	0.0%	0	0.0%
\$75,000 - \$99,999	112,601	9.7%	0.0%	0	0.0%
\$100,000 - \$124,999	100,863	8.7%	0.0%	0	0.0%
\$125,000 - \$149,999	89,873	7.8%	0.0%	0	0.0%
\$150,000 - \$199,999	131,423	11.4%	0.0%	0	0.0%
\$200,000 - \$249,999	88,130	7.6%	0.0%	0	0.0%
\$250,000 - \$499,999	119,469	10.3%	78.6%	93,903	8.1%
\$500,000+	<u>131,842</u>	<u>11.4%</u>	100.0%	<u>131,842</u>	<u>11.4%</u>
	1,155,737	100.0%		225,745	19.5%

Conclusions

Demand for homes in the subject's market area remains moderate at the current time. While there are no existing comparables on Treasure Island, there is demand in established, residential neighborhoods in San Francisco for homes from buyers who do not wish to reside in busier areas closer to the central business district. Treasure Island's seclusion, Bay views, and convenient interstate access to San Francisco and Oakland is expected to be appealing to buyers. However, some of these attributes may be tempered by the fact that some San Francisco buyers prefer to live on the San Francisco Peninsula, within the broader city limits of San Francisco.

Multifamily Market Analysis

The subject is located within the San Francisco apartment market area, defined as the city/county limits, as highlighted in the map below.



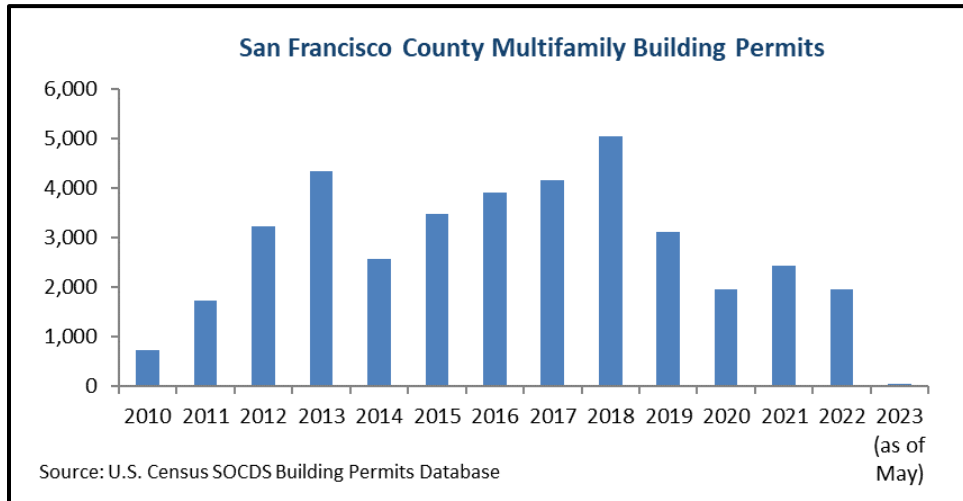
The San Francisco Bay Area multifamily market experienced strong demand during the last expansion cycle as tech companies expanded rapidly in the region. Multifamily construction activity surged, with demand keeping pace with development prior to the pandemic, resulting in vacancy rates throughout most of the areas in or below the 5% range. Market conditions declined significantly after the onset of the pandemic but have been slowly improving as renter demand has returned. Nonetheless, conditions remain below their pre-pandemic levels.

The following excerpt published by Costar summarizes the state of the market.

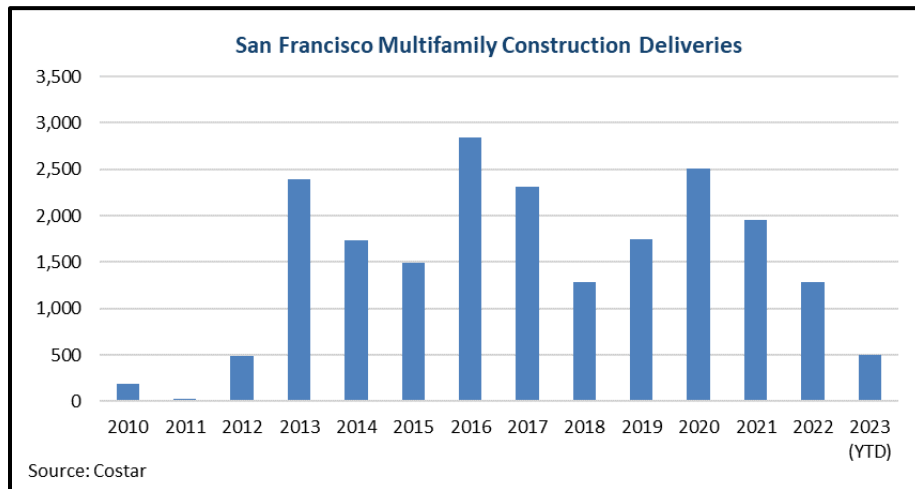
“As of the third quarter of 2023, the San Francisco apartment market is showing signs of stability after the volatility of recent years. Vacancy has levelled-off, albeit at a higher level than before the pandemic. Rent growth is generally flat, and construction activity has shifted from the city of San Francisco to the peninsula. Investment activity is muted, reflecting broader economic headwinds. In 2020, when the pandemic hit and San Francisco went into an extended lockdown, many renters, who were already overwhelmed by the high cost of housing, took the opportunity to leave the city in search of less expensive alternatives. Almost 10,000 units were vacated, as the vacancy rate increased to 11.3%, while market rents fell by 11%. Moving into the second half of 2023, this loss of workforce and population has only partially recovered. Unlike most other markets in the Bay area, apartment demand in San Francisco is still below pre-pandemic levels. Vacancy in the second quarter is 6.9%, and rents are lower than they were in 2019... Looking ahead, positive absorption is projected for the metro market, but the rate of improvement in areas close to downtown San Francisco will depend upon both a return to in-office working and improvements to safety and security. Social problems associated with homelessness, drug activity and crime are a significant disincentive to residents... There is additional uncertainty around employment, as tech companies implement hiring freezes and layoffs.”

New Construction

The following chart indicates the number of multifamily building permits issued since 2010 in San Francisco County according to US Census Bureau data. It is noted these figures include for-rent apartments and for-sale condominiums within projects with five or more units.



Permit activity for multifamily projects was low during the 2008-2010 recession years, with increases beginning in 2011/2012 as developers began responding to improving market conditions. In recent years, the majority of new developments have been concentrated in the South of Market (SoMa), Mission Bay/China Basin/Potrero Hill and Haight-Ashbury/Castro/Noe Valley/Mission District submarkets. The following summarizes new construction deliveries since 2010.



Though it has slowed considerably, construction remains active as high-rise projects typically require several years to complete. However, as construction costs have steadily increased in recent years, developers have been re-evaluating the feasibility of new development and there have been fewer new projects breaking ground since mid-2018. Some of the significant apartment projects recently delivered or under construction are summarized as follows:



San Francisco Multifamily New Construction

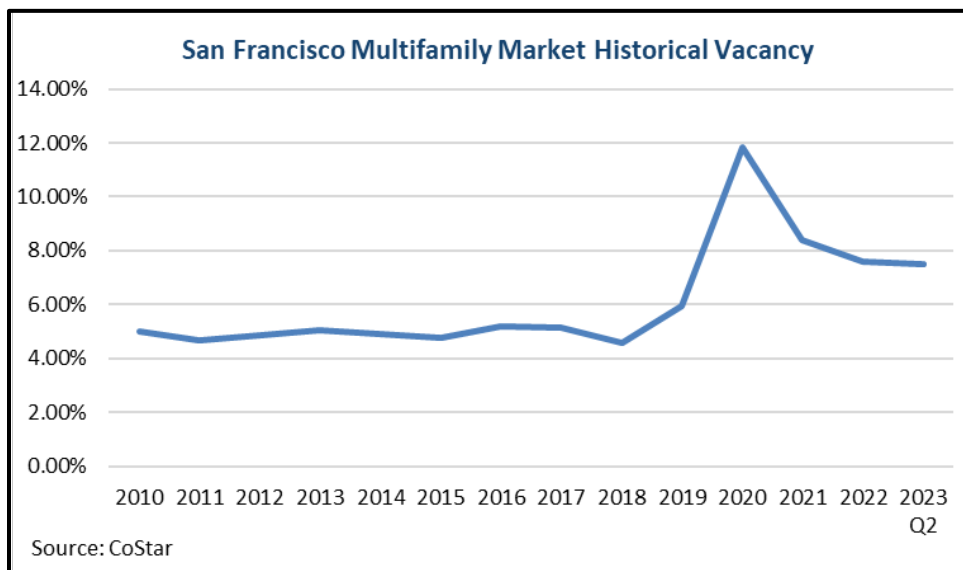
Project	Number of Units	Submarket	Completion
HQ / 1532 Harrison Street	136	Mission District	Completed Q2 2021
Trinity Place / 1177 Market Street	502	South of Market	Completed Q3 2021
Hanover Soma West Apts / 1140	372	South of Market	Completed Q3 2021
Astella / 955 Bryant Street	185	Mission Bay	Completed Q3 2021
Chorus / 30 Otis Street	416	Haight-Ashbury	Completed Q3 2021
Vance / 830 Eddy Street	137	Richmond/Western Addition	Completed Q4 2021
Prism Apartments / 1028 Market Street	186	Mid-Market	Completed Q1 2022
The George / 434 Minna Street	302	South of Market	Completed Q1 2022
TL 361 / 361 Turk Street	240	Civic Center	Completed Q4 2022
The Brady / 1 Brady St, 1629 Market St	444	South of Market	Completed Q3 2022
Ventana Residences / 99 Ocean Ave	193	Bayview / Visitacion Valley	Completed Q2 2023
The Canyon / 1023 3rd Street	283	Mission Bay	Completed Q2 2023
4840 Mission Street	137	Bayview / Visitacion Valley	Q3 2023
Hawkins / 55 Bruton Street	178	Treasure Island	Q3 2024
Mission Rock - Building F	255	Mission Bay	Q4 2024
Tidal House / 39 Bruton Street	250	Treasure Island	Q1 2025
988 Harrison St	90	South of Market	Q1 2025
1 Avenue of the Palms	117	Treasure Island	Q2 2025
401 Avenue A	160	Treasure Island	Q2 2026
360 5th Street	127	South of Market	Q2 2026

Source: Costar

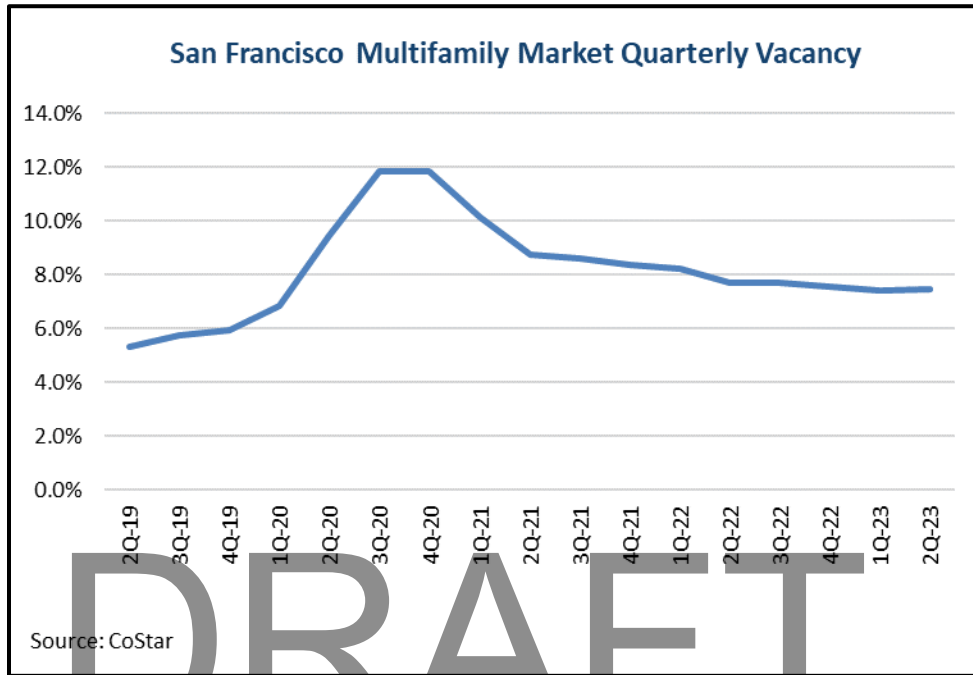
DRAFT

Vacancy

Historically speaking, the apartment market in San Francisco has maintained relatively low vacancy and over the last decade, the region’s average vacancy rate has remained generally under 5%, with a significant increase in 2020 to nearly 12%, as indicated in the following table.



The average overall vacancy rate fluctuated between 4.6% to 6.0% during 2018 and 2019 and began increasing in the first quarter of 2020, with a reported rate of 6.9%. The rate further increased each subsequent quarter in 2020 following the onset of the pandemic with improvement beginning in 2021 and then leveling off through 2022 and into 2023, as illustrated below.

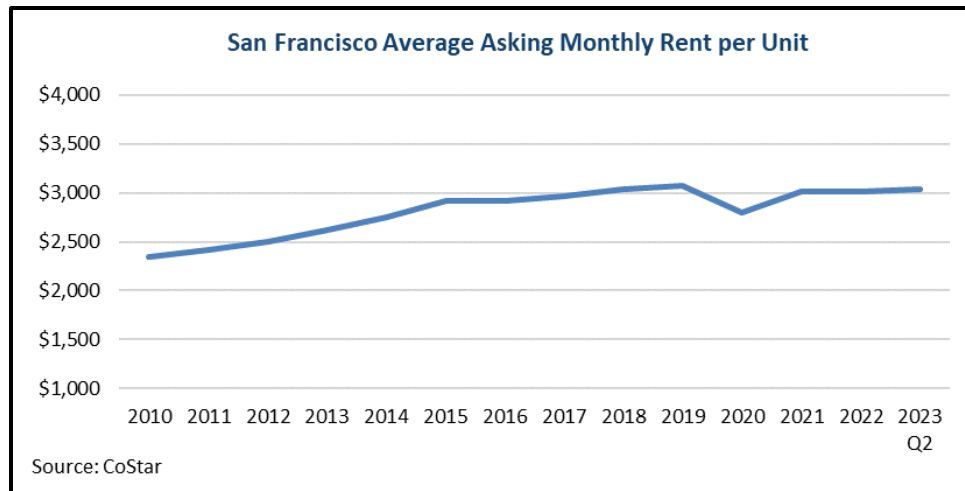


As of the second quarter 2023, the overall average vacancy was reported at 7.5%, a 10-basis point increase over the first quarter and a 20-basis point decrease year-over-year.

Rental Rates

The following chart highlights trends in the average asking monthly rental rate for multifamily units in the San Francisco market area, as reported by Costar. Guarded reliance should be placed on reported average asking rental rates due to the number of variables impacting these figures.





According to this report, the average asking monthly rental rate as of the second quarter 2023 was \$3,041, up from \$3,028 in the first quarter 2023 and down from \$3,082 a year prior. Rental rate growth had been moderating since 2016 and declined significantly following the onset of the pandemic, while rent concessions increased substantially. Luxury apartments were the most heavily impacted and offered the greatest discounts, as they faced a slow leasing environment as well as additional competition from newly constructed projects. Rental rates began improving in 2021 after five quarters of decline and have been relatively stable over the past two years.

Submarket Data

New construction activity over the past five years has been heavily concentrated in the South of Market submarket, with development also occurring in Haight-Ashbury/Castro/Noe Valley/Mission District and Mission Bay/China Basin/Potrero Hill.

Average asking rental rates ranged from \$2,421 per unit/month in the Civic Center / Tenderloin submarket to \$3,916 per unit/month in the Mission Bay/China Basin/Potrero Hill submarket. Average asking rents decreased year-over-year in most submarkets, ranging from 0.3% decline in Downtown San Francisco to 7.4% decline in the Sunset/Lakeshore submarket. The Marina/Pacific Heights/Presidio submarket was the only one to show annual rent growth of 0.8%.

In terms of vacancy, a rate of 0% was reported for Treasure/Yerba Buena Island. However, the existing inventory for the Treasure/Yerba Buena Island submarket comprises older existing housing stock; asking rents and vacancy rates are not representative of under construction or proposed product. The next lowest vacancy in the Marina/Pacific Heights/Presidio submarket at 5.6%. The highest overall vacancies were reported in the Bayview/Visitacion Valley and Sunset/Lakeshore submarkets at 17.4% and 11.4%, respectively. Vacancy increased from 4.6% last quarter to 17.4% this quarter in the Bayview/Visitacion Valley submarket due to delivery of 193 units.

The following table highlights recent market activity for the submarkets that make up the San Francisco market.



San Francisco Multifamily Market Summary

Submarket	Inventory (Units)	12-Mo Deliveries	Under Construction	Asking Rents Q2 2023	Vacancy Q2 2023
Bayview / Visitacion Valley	1,330	193	0	\$2,785	17.4%
Civic Center / Tenderloin	10,731	240	0	\$2,421	8.8%
Downtown San Francisco	23,898	0	53	\$2,688	6.3%
Haight-Ashbury/Castro/Noe Valley/Mission District	20,183	519	75	\$3,059	7.8%
Marina/Pacific Heights/Presidio	14,442	0	0	\$3,731	5.6%
Mission Bay/China Basin/Potrero Hill	7,470	307	255	\$3,916	7.2%
Richmond/Western Addition	17,747	0	0	\$2,611	7.5%
South of Market	13,290	0	217	\$3,603	6.5%
Sunset/Lakeshore	9,232	0	0	\$2,910	11.4%
Treasure/Yerba Buena Island	430	0	705	\$2,823	0.0%
San Francisco Market Total	118,753	1,259	1,305	\$3,041	7.5%

Source: Costar

Sales Activity

The strong market fundamentals and economy in the San Francisco market have historically made it an attractive capital investment market. As rental rates steadily increased following the recession of 2008, capitalization rates decreased and pricing increased, making San Francisco the most expensive multifamily market in the country. Prior to the pandemic, capitalization rates held steady in the high 3% to low 4% range and were among the lowest in the country. Properties with value-add potential were in demand as investors looked to renovate and compete with nearby luxury rentals.

The first quarter 2020 showed signs of moderation as rental rate growth diminished and vacancy rates began stabilizing with new inventory added. The subsequent quarters in 2020 showed declining sales volume and average price per unit, as well as a slight increase in the average capitalization rate due to the effects of the pandemic. Sales volume and pricing have remained subdued as investors continue to exercise caution. Investor interest has further slowed over the past year due to the rapidly rising interest rates and economic uncertainty, both in the local economy and in the nation at large.

Market Participant Interviews

As part of our research, we discussed the subject and the broader San Francisco multifamily market with representatives from Greystar. Both representatives we spoke with emphasized that recovery of the multifamily market has varied widely by neighborhood. Residential neighborhoods with reputations as quiet, clean, and safe have been most successful. The local market also continues to be impacted by remote work policies. If employees are only required to commute to the office one or two days a week, they may choose to reside outside of San Francisco rather than closer to employment. However, it is noted that those in certain fields, such as the legal and medical professions, have already returned to the office; professionals in these fields are often interested newer, highly amenitized apartments.

Overall, rental rates in San Francisco are 8% to 9% below pre-COVID rates, which reflects significant recovery from the 20% to 30% decline seen at the height of the pandemic. Occupancy rates are reportedly back up to 94% to 95%, and multifamily projects are beginning to drop concessions (historically these have only been offered during lease up) which is a positive sign for the local market.

The representatives noted that May and June 2023 were strong months for leasing. Despite this, there is very little activity on the sales side. One representative we spoke with is aware of 12 to 15 projects that were brought to market in recent months only to be pulled because they were not generating the offers/interest sellers were hoping.

Finally, both representatives noted Treasure Island benefits from fantastic views and the subject will command substantial view premiums; though, some renters may find vehicular access to the Island an issue. In addition, larger indoor spaces and attractive outdoor spaces continue to be important to renters post-pandemic.

Conclusion

The San Francisco apartment market was significantly impacted by the effects of the pandemic through 2020, with early signs of improvement emerging in 2021. Job losses, particularly in the retail, hospitality, restaurants and services sectors, were substantial in the economic downturn and have been slow to recover. The high cost of living in the San Francisco market likewise contributed to an outflow of renters, particularly as employees were able to work from home and thus relocated to less expensive and suburban markets.

After a reopening of the economy in mid-June 2021, renters began returning to San Francisco, strengthening occupancy gains. Overall vacancy levels declined and increases in rental rates followed. Despite improvements over the past two years, the market remains below its pre-pandemic levels with regard to rental rates. Recovery is expected to continue to depend on the region regaining the workforce and population lost with the pandemic.

DRAFT

Retail Market Analysis

The subject is located within the San Francisco retail market area, defined as the city/county limits of San Francisco. The following are excerpts from market research reports published by Costar summarizing the state of the retail market.

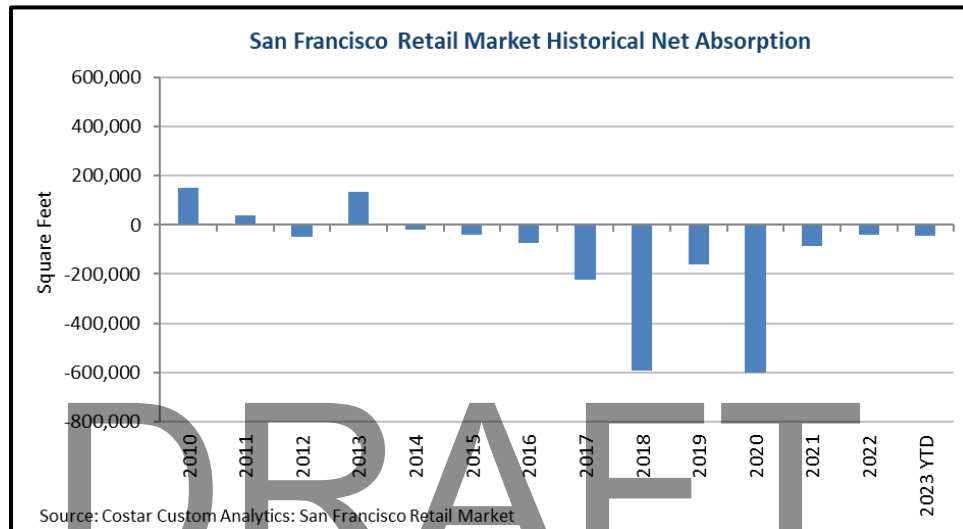
“The structure of San Francisco's retail market reflects both the high-income levels of its population and the supply-constrained nature of its densely populated geography. The City of San Francisco itself is characterized by general retailing along popular urban strips in heavily populated neighborhoods, such as Chestnut Street in the Marina District, Valencia Street in The Mission, and Hayes Street in Hayes Valley. These neighborhoods comprise eclectic mixes of eateries and independent boutiques and are typically subject to ordinances that restrict the presence of chain stores. In contrast to the current situation in downtown and Union Square, these retail zones are generally active and vibrant, with a healthy turnover of new stores and restaurants.

The second quarter of 2023 saw a notable escalation in the challenges facing Union Square, at the heart of San Francisco's retail market. In May 2023, Nordstrom announced the closure of both its 300,000-SF department store in the San Francisco Westfield Center and its nearby Nordstrom Rack outlet. A few weeks later, the owners of the Westfield Center halted payments on its \$560 million loan and began the process of transferring ownership to the lender. These events are the latest in a series of setbacks for Union Square, traditionally home to major department stores and high-end fashion. The vitality of Union Square has deteriorated in recent years after visitor traffic fell during the extensive pandemic lockdowns and the weak return of both office workers and tourists. Additional well-publicized social problems also plague the neighborhood, keeping shoppers away, and leading several major retailers to close stores. The deterioration of Union Square and the neighboring areas in downtown San Francisco have dragged down the key operating performance statistics for the metro area, which lags most other metros across the nation. Retail vacancy in San Francisco was one of the lowest in the nation in 2019, but is now one of the nation's highest, at 5.5%. Similarly, average market rent, which increased at an annual rate of 3.6% nationally over the past 12 months, was positive by 0.1% in San Francisco.

On the supply side, the market has a low amount of new construction, partly because of limited availability and restrictive planning policies, but also because of weak demand. Aside from a small number of grocery stores, most new retail development takes the form of street level retail components of larger mixed-use development projects. In fact, there is a greater trend towards repurposing of retail spaces for other uses, including shopping center redevelopment for biotech facilities and the conversion of upper-level retail spaces into residential or office uses.”

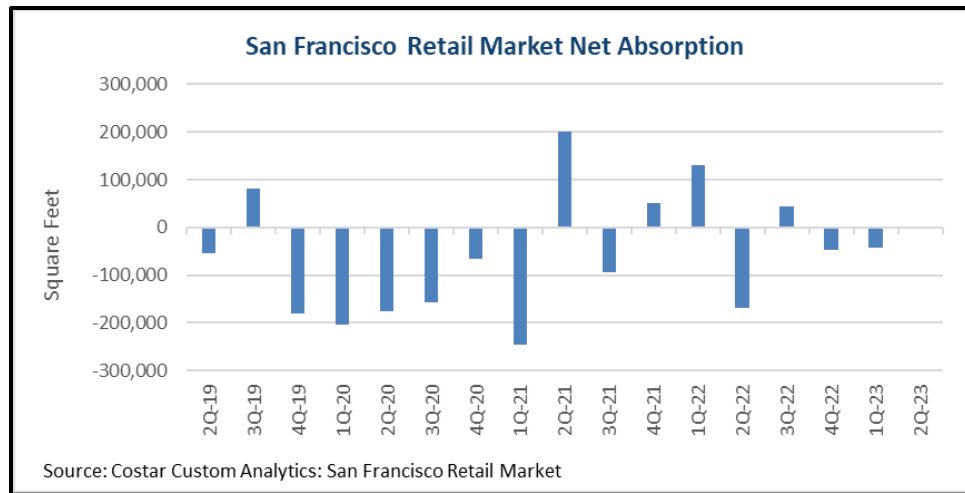
Net Absorption & Vacancy

There has been little new development in the San Francisco market area over the past ten years and annual net absorption has been low or negative. In addition, the retail sector has been undergoing changes in response to consumer patterns, resulting in store closures and downsizing as retailers made shifts towards e-commerce growth rather than physical locations. Over the past three years, absorption has been impacted by the effects of the pandemic as many small businesses were unable to survive and closed permanently, while growth plans and new leasing activity declined significantly. The following chart highlights the region's historical net absorption.

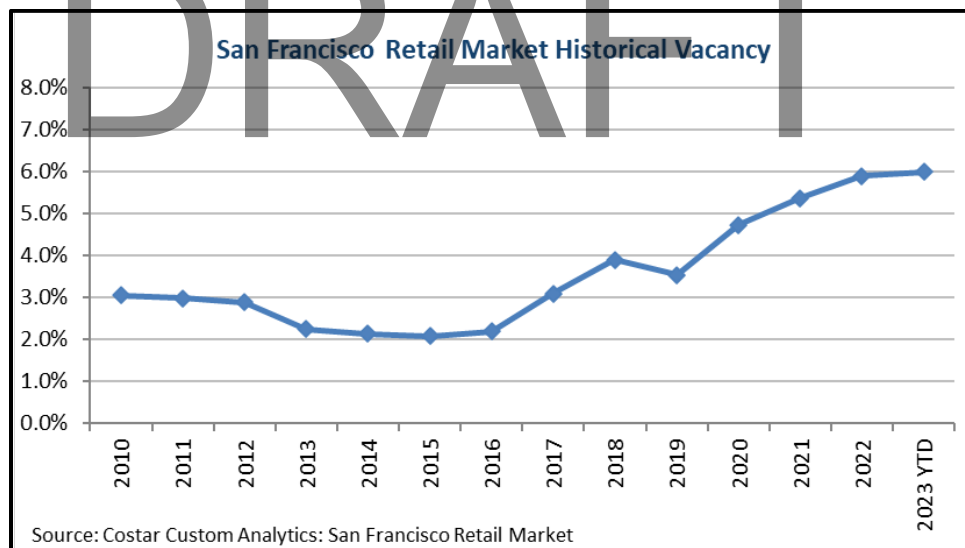


Net absorption was negative for six consecutive quarters beginning fourth quarter 2019, with improvement beginning in the second quarter 2021. Most of the positive net absorption, however, was attributed to occupancy of new space, specifically Whole Foods, Sports Basement and Regal Cinemas taking occupancy at the newly renovated Stonestown Galleria. Existing inventory in older buildings continued to experience negative net absorption.

Net absorption in the second quarter 2023 was negative 941 square feet. An illustration of net absorption over the past four years is presented in the following chart.



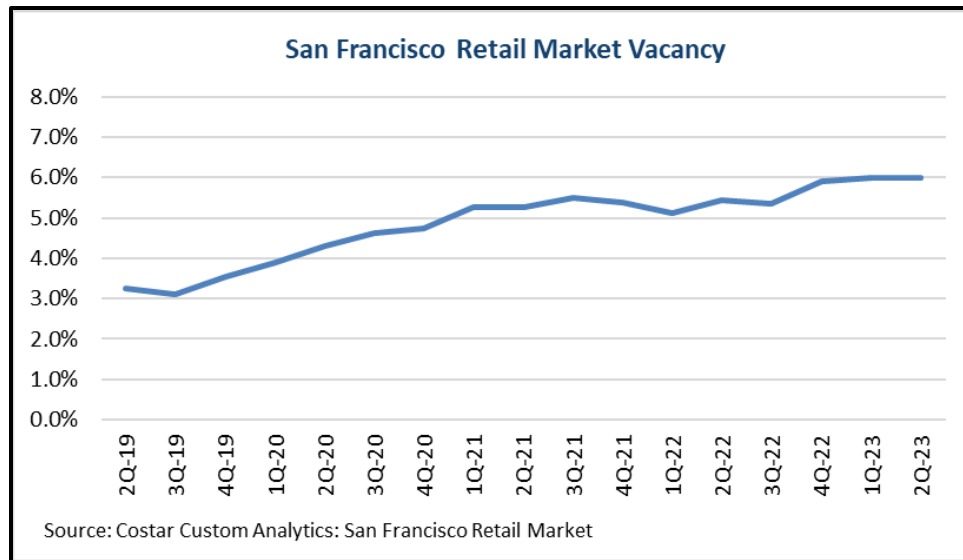
Vacancy in the San Francisco market has been gradually increasing since its historic low of 2.1% in 2015 to 6.0% as of mid-2023. It is reported that malls and power centers, particularly, were struggling prior to the pandemic amidst an increase in customer preference for online shopping, and the closures and restrictions during 2020 only accelerated their decline. Overall vacancy remained below 4% for 13 years before increasing above 4% in 2020 and has been above 5% since 2021, as indicated in the following chart.



The San Francisco market has roughly 51.2 million square feet of retail inventory, including general retail, malls, power centers, shopping centers, and specialty retail. Of this, 3.1 million square feet were vacant as of the second quarter 2023. The overall vacancy rate of 6.0% is unchanged from the previous quarter and is up 60 basis points year-over-year.

The following chart presents the quarterly retail vacancy in the San Francisco market area over the past four years.





The following summarizes the submarket clusters identified by Costar in the San Francisco market.

Submarket Cluster	Submarkets Included
SF Downtown Core	Financial District, South Financial District
SF Downtown North	Jackson Square, Waterfront/North Beach
SF Downtown South	MidMarket, Rincon/South Beach, Showplace Square, South of Market, Yerba Buena
SF Downtown West	Civic Center, Union Square, Van Ness/Chinatown
SF Outer Areas	Southern City, West of Van Ness
SF Southeast	Bayview/Hunters Point, Mission Bay/China Basin, Mission/Potrero

Recent vacancy rates, net absorption and average asking rent by submarket cluster are highlighted in the following table.

San Francisco Retail Market Summary						
Submarket	Total SF (millions)	Vacancy 2Q 2023	Net Absorption Q2 2023	Net Absorption YTD	Asking Rent Q2 2023	
SF Downtown Core	1.01	5.4%	2,108	(4,344)	\$4.83	
SF Downtown North	3.02	11.4%	29,629	5,205	\$5.59	
SF Downtown South	6.06	10.5%	(7,120)	(34,614)	\$3.46	
SF Downtown West	10.62	8.7%	16,155	(18,590)	\$4.00	
SF Outer Areas	22.51	3.5%	(23,152)	(7,255)	\$3.82	
SF Southeast	8.04	3.9%	(18,561)	15,849	\$3.39	
Total	51.25	6.0%	(941)	(43,749)	\$3.86	

Source: Costar Custom Analytics: San Francisco Retail

The lowest submarket vacancy was posted in the San Francisco Outer Areas and Southeast at 3.5% and 3.9% vacancy, respectively. The highest vacancy was in the San Francisco Downtown North submarket at 11.4% vacant. This submarket had the largest decline in vacancy compared to the previous quarter with a 100-basis point decline; the remaining submarkets had fairly stable vacancy with only a 10-20 basis point change up or down compared to the previous quarter. The highest net absorption was in the SF Downtown North with 29,629 square feet absorbed, while the greatest

occupancy loss was in SF Outer Areas, with negative net absorption of 23,152 square feet. Average asking rents range from a low of \$3.39 in SF Southeast to a high of \$5.59 psf/month, triple net in SF Downtown North.

Rental Rates

This section discusses average asking rental rates. The reader should note these rates provide only a snapshot of activity at a specific point in time and is influenced by the quality and quantity of space available at that time. Guarded reliance should be placed on average asking rates due to the number of variables impacting these figures.

Rental rate growth has been gradually declining since 2015 in response to waning tenant demand and is expected to further decline as vacancy remains elevated and leasing activity remains subdued.

Costar data indicates an average asking rate of \$3.86 psf/month, triple net (\$46.33 psf/year) as of the second quarter 2023, unchanged from the previous quarter and year-over-year. Average asking rates vary by submarket with the lowest at \$3.39 psf/month in the San Francisco Southeast submarket. The highest average asking rent is \$5.59 psf/month in the San Francisco Downtown North submarket.

New Construction

New retail construction in the San Francisco market has been minimal due to a scarcity of developable land and high costs of construction. New developments in the market are primarily focused on high-rise office and residential buildings.

The most notable recent new construction was the 6X6 lifestyle complex located at Market and 6th Streets completed in 2017. At 250,000 square feet, this represents the largest new retail development delivered in San Francisco since 2011. This project struggled to lease space and remained vacant for several years after completion. The building was purchased by Ingka Group in September 2020 for redevelopment with an IKEA store of approximately 70,000 square feet and complementary mixed uses. The IKEA store redesign is under construction, with expected delivery in 2023.

Salesforce Transit Center, with just under 100,000 square feet of retail space, was completed in mid-2019 in the South Financial District. Tenants include Fitness SF, Philz Coffee, Per Diem Restaurant, Eddie Rickenbacker's, Venga and Onsite Dental. The project includes a 1.2 million square foot, state-of-the-art regional transit hub which will connect eight Bay Area counties and the State of California through 11 transit systems. The roof of the bus and rail station features a 5.4-acre park. The transit center began construction in 2011 and originally opened in August 2018; six weeks later it closed down for eight months to complete repairs of cracked beams. The center re-opened in July 2019.

The Chase Center was completed at the end of 2019 in Mission Bay, reported to be the largest sports and entertainment project on the West Coast, covering an area of 11 acres. It features an 18,000 square foot arena, home to the Golden State Warriors basketball team, along with 98,000 square feet of retail and restaurant space and over five acres of public waterfront park. It also features 580,000 square feet of office space, which was completed in the second quarter 2021 for Uber.

Two significant projects were completed in 2021. One is the redevelopment of the former Macy's Men's Store into a mixed-use project at 100 Stockton, which includes roughly 100,000 SF of retail space, office space on the sixth and seventh floors, and a rooftop restaurant. A lease was signed at the end of 2021 with Chotto Matte restaurant for this space. This project was completed in the first quarter 2022. The other project is the renovation of the Stonestown Galleria, which was completed in the second quarter 2021. This project consists of a redevelopment of the former Macy's and Nordstrom spaces into a three-level anchor building to feature a new Whole Foods and Sports Basement outlet, as well as a 12-screen Regal Cinemas, which opened in May 2021. Finally, two condo buildings were completed in the fourth quarter 2021 at 1288 Howard Street, with approximately 110,000 square feet, including 13,000 square feet of ground floor retail.

There have been no deliveries in 2023 and the only project under construction is the redevelopment of the former 6X6 mall into an IKEA anchored retail center.

These noted projects are summarized below.

New Construction Retail Projects			
Project	Submarket	Size (SF)	Status
Salesforce Transit Center	South Financial District	98,330	Completed Q2 2019
Chase Center (Warriors Arena)	Mission Bay	100,000	Completed Q4 2019
Stonestown Galleria / 3251 20th Ave	San Francisco / Southern City	221,433	Completed Q2 2021
1288 Howard Street / Mixed Use	South of Market	13,000	Completed Q4 2021
100 Stockton Street (former Macy's)	Union Square	100,500	Completed Q1 2022
945 Market Street / IKEA	Mid-Market	70,000	Delivery Q4 2023
Source: CoStar, Cushman & Wakefield			

Looking Ahead

Prior to the pandemic, steady tenant demand and limited new development kept vacancy levels very low in the San Francisco retail market. The local tenant base had shifted to higher-end retailers and demand was strongest in prime locations and for smaller retail spaces concentrated on food and beverage, boutique fitness and neighborhood services.

Market activity declined significantly during the pandemic and has been slow to rebound. Early signs of improvement were observed as restaurants, bars and other businesses began opening and jobs were added back beginning in 2021. However, conditions remain subdued and below their pre-pandemic levels. Year-over-year growth in retail sales is a positive indicator for a gradual recovery in the retail market.

Property Analysis

Land Description and Analysis

Location

The subject property is comprised of five development parcels located on the southwest portion of Treasure Island. A map of the parcels follows this section.

Land Area

The following table summarizes the subject's land area. As noted, Parcels B1.1 and B1.2 are contiguous and comprise the "B1" developable Parcel.

Land Area Summary

Tax ID	Parcel	SF	Acres
8903-004	Parcel C2.2	48,919	1.12
8904-004	Parcel C2.3	36,117	0.83
8904-005	Parcel C2.4	36,647	0.84
8906-009	Parcel C3.4	61,207	1.41
8901-003	Parcel B1.1	22,119	0.51
8901-004	Parcel B1.2	22,221	0.51
Total		227,230	5.22

Source: Public Records

Shape and Dimensions

Subject parcels are generally rectangular in shape; site utility based on shape and dimensions is average.

Topography

The site is generally level and at street grade. The topography does not result in any particular development limitations.

Backbone Infrastructure

In addition to roads and street improvements, infrastructure includes development associated with Treasure Island Causeway improvements, and utility infrastructure and upgrades.

According to the development budget provided by the Master Developer, total infrastructure needed for TCO for Improvement Areas No. 1, 2, and 3 is \$390,887,368, of which \$24,953,757 in costs remain. The Master Developer has allocated \$12,837,669 in remaining costs specifically to Improvement Area 2, given that Improvement Areas 1 and 3 each contribute payments to such costs. The following table provides an allocation of Improvement Area No. 2's backbone infrastructure costs by Parcel based on

pro rata share of acreage. The bulk of the remaining costs cited below are soft costs associated with the infrastructure development.

Pro Rata Share of Infrastructure			
Parcel	Acreage	Pro Rata Share	Remaining Costs
Parcel C2.2	1.12	21.5%	\$2,763,746
Parcel C2.3	0.83	15.9%	\$2,040,479
Parcel C2.4	0.84	16.1%	\$2,070,422
Parcel C3.4	1.41	26.9%	\$3,457,973
Parcel B1	1.02	19.5%	\$2,505,049
	5.22	100.0%	\$12,837,669

Drainage

No particular drainage problems were observed or disclosed at the time of field inspection. This appraisal assumes that surface water collection, both on-site and in public streets adjacent to the subject, is adequate.

Flood Hazard Status

According to the Federal Emergency Management Agency, the subject is a part of the following map.

Flood Hazard Status	
Community Panel Number	0602980128A
Date	March 23, 2021

According to the above map, sections of the subject site were previously located in Zone AE (within the 100-year floodplain) prior to development. However, the Developer has since raised all development pads approximately three feet above the FEMA elevations referenced in the above map. Therefore, the entirety of the subject project is now outside of the 100-year floodplain as of the effective appraisal date.

Environmental Hazards

An environmental assessment report was not provided for review, and during our inspection, we did not observe any obvious signs of contamination on or near the subject. However, environmental issues are beyond our scope of expertise. It is assumed that the property is not adversely affected by environmental hazards.

Ground Stability

A soils report was not provided for our review. Based on our inspection of the subject and observation of development on nearby sites, there are no apparent ground stability problems. It is noted, prior to construction of infrastructure and improvements, a geotechnical mitigation program was implemented to make the Treasure Island perimeter seismically stable, strengthen the causeway that connects Treasure Island to Yerba Buena Island, densify the sandy fill in order to minimize seismic settlement within the development footprint, and compress soft Bay Mud sediments to minimize future settlement from the addition of fill and buildings.

We are not experts in soils analysis. We assume that the subject's soil bearing capacity is sufficient to support the existing and proposed improvements.

Streets, Access, and Frontage

Details pertaining to street access and frontage are provided in the following table.

Streets, Access and Frontage - As Proposed			
Street	Seven Seas Avenue	Avenue of the Palms	Trade Winds Avenue
Paving	Asphalt	Asphalt	Asphalt
Curbs	Yes	Yes	Yes
Sidewalks	Yes	Yes	Yes
Lanes	2 way, 1 lane each way	2 way, 1 lane each way	2 way, 1 lane each way
Direction of Traffic	North/South	North/South	East/West
Condition	Good	Good	Good
Traffic Levels	Low	Low	Low
Visibility	Average	Average	Average

Utilities

The availability of utilities to the subject is summarized in the following table.

Utilities	
Service	Provider
Water	San Francisco Public Utilities Commission
Sewer	San Francisco Public Utilities Commission
Electricity	San Francisco Public Utilities Commission
Natural Gas	Pacific Gas & Electric
Local Phone	Various Providers

Zoning

The subject Parcels are zoned TI-R / TI-MU, Treasure Island - Residential / Treasure Island Mixed Use, by the City and County of San Francisco. According to the City, the purpose of the Treasure Island/Yerba Buena Island Special Use District is as follows:

“To facilitate the City’s long-term goal of implementing the creation of a new City neighborhood on Treasure Island and Yerba Buena Island, which will provide benefits to the City such as significant amounts of new affordable housing, increased public access and open space, transportation improvements, extensive infrastructure improvements, and recreational and entertainment opportunities, while creating jobs and a vibrant, sustainable community.”

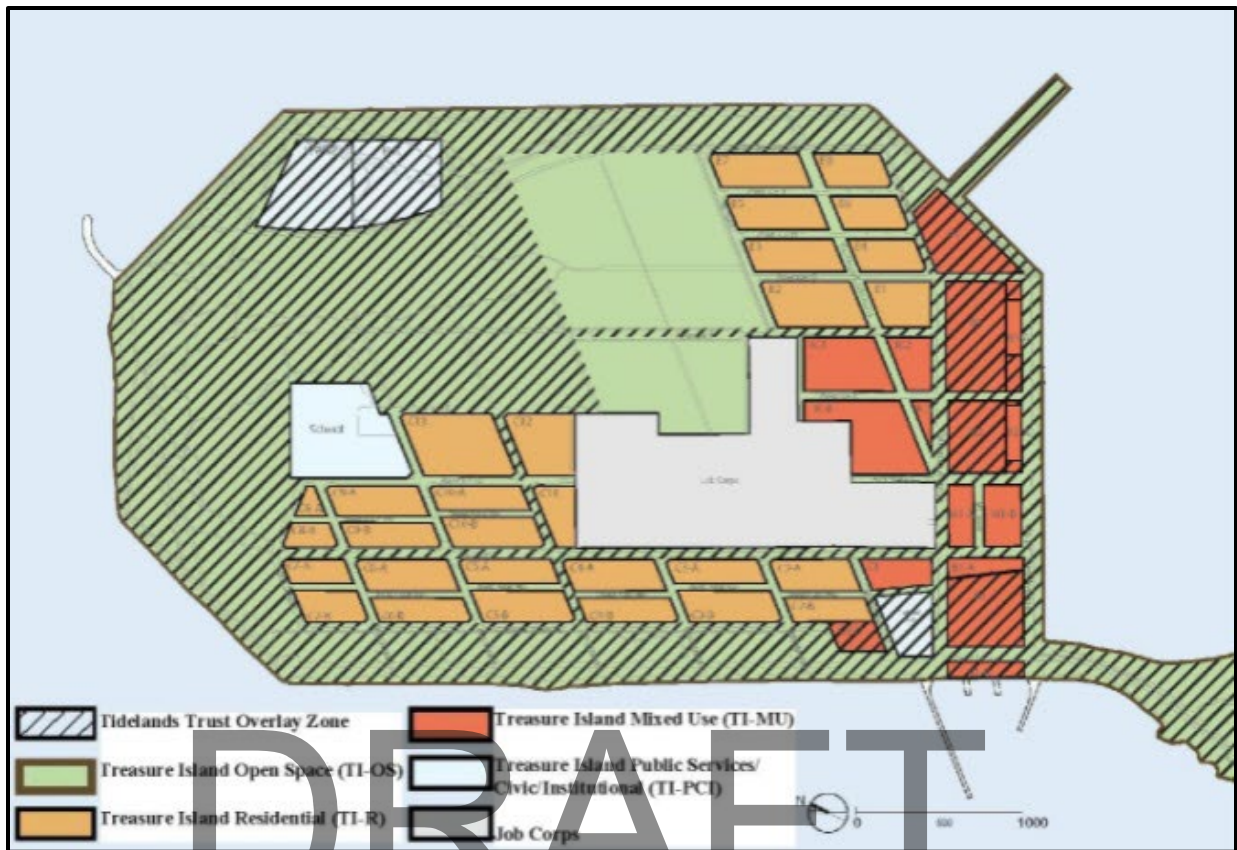
The following table summarizes our understanding and interpretation of the zoning requirements that affect the subject.

Zoning Summary	
Zoning Jurisdiction	City and County of San Francisco
Zoning Designation	TI-R / TI-MU
Description	Treasure Island - Residential / Treasure Island Mixed Use
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	No
Permitted Uses	Various residential and commercial uses
Category	Zoning Requirement
Minimum Setbacks (Feet)	0 to 6 ft
Maximum Building Height	Varies; 40 to 125 ft
Parking Requirement	1 space per dwelling unit; 2 spaces per 1,000 SF of gross retail area
Source: City and County of San Francisco	

The subject Parcels are fully entitled for 233 for-sale condominiums and 545 for-rent apartments; Parcel B1 will also include ground floor retail. Further detail on the proposed improvements will be presented in upcoming sections. As Treasure Island is encumbered with its own specific zoning regulations, and because the subject Parcels are entitled, it appears the proposed use of the subject Parcels are legally conforming uses.

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance is required. A zoning map for Treasure Island is provided on the following page.





Other Land Use Regulations

We are not aware of any other land use regulations that would affect the property.

Seismic Hazards

All properties in California are subject to some degree of seismic risk. The Alquist-Priolo Earthquake Fault Zoning Act was enacted by the State of California in 1972 to regulate development near active earthquake faults. The Act required the State Geologist to delineate “Earthquake Fault Zones” (formerly known as “Special Studies Zones”) along known active faults in California. Cities and counties affected by the identified zones must limit certain development projects within the zones unless geologic investigations demonstrate that the sites are not threatened by surface displacement from future faulting.

According to information from the California Geological Survey (formerly known as the Division of Mines and Geology), the subject is not located within an Alquist-Priolo Special Studies Zone. (California Geological Survey, Official Map, Oakland West Quadrangle (2000)). However, the Working Group on California Earthquake Probabilities reported in 2015 that there is a 72% chance at least one 6.7 magnitude earthquake (or larger) will occur in the San Francisco Bay Area by 2045. It should be noted, it appears that all subject’s proposed development lie within a liquefaction zone, as does Treasure Island overall.

Inclusionary Housing Regulations – For Sale Condominiums

Parcels C2.3 and C3.4 will include five and seven inclusionary units, respectively, the sale price of which will be restricted. The buyer's housing costs, including mortgage (assuming a 10% down payment), taxes, insurance, and HOA fees must not exceed 33% of a certain percentage of San Francisco's median household income. The following table provides 2023 sample pricing from the San Francisco Mayor's Office of Housing and Community Development (MOHCD). Actual pricing for the subject will be determined by MOHCD at a later date. In lieu of precise 2023 pricing information for the subject, this analysis considers the developer's estimate of \$395,908 per inclusionary unit.

ASSUMED HOUSEHOLD SIZE		1 Person	2 Person	3 Person	4 Person	5 Person
MEDIAN INCOME @	80% OF MEDIAN	\$80,700	\$92,250	\$103,750	\$115,300	\$124,500
AVAIL FOR HOUSING @	33%	\$26,631	\$30,443	\$34,238	\$38,049	\$41,085
ANNUAL CONDO FEE		\$9,024	\$10,104	\$11,196	\$12,708	\$14,292
TAXES @	1.17973782%	\$3,295	\$3,806	\$4,312	\$4,742	\$5,013
AVAILABLE FOR P+I		\$14,312	\$16,533	\$18,730	\$20,599	\$21,780
SUPPORTABLE MORT		\$251,339	\$290,332	\$328,917	\$361,742	\$382,469
DOWN PAYMENT	10%	\$27,927	\$32,259	\$36,546	\$40,194	\$42,497
AFFORDABLE PRICE		\$279,266	\$322,591	\$365,463	\$401,936	\$424,966
BEDROOM SIZE		STUDIO	ONE	TWO	THREE	FOUR

Inclusionary Housing Regulations – For Rent Apartments

As the subject reflects new construction, it is exempt from San Francisco's rent control ordinance and from the California Tenant Protection Act (AB 1482). However, the subject will include the following below market rent units, by Parcel: C2.2 – nine units, C2.4 – 24 units, and B1 – six units.

According to the Developer, final income and rental rate restrictions have not yet been determined by the Mayor's Office of Housing and Community Development. However, the Developer is estimating a BMR rental rate of \$1,372 per month for Parcel C2.2 and \$1,454 for Parcel C2.4, or \$1.77 to \$1.78 per square foot. Based on these projections, we estimate a BMR rent of \$1,239 for Parcel B1 units.

Easements, Encroachments and Restrictions

We have reviewed preliminary title reports for all five subject Parcels, prepared by First American Title and dated September 18, 2020. The reports identify exceptions to title, which include various utility and access easements that are typical for a property of this type. Such exceptions would not appear to have an adverse effect on value. Our valuation assumes no adverse impacts from easements, encroachments or restrictions and further assumes that the subject has clear and marketable title.

Permits and Fees

Permits and fees due at building permit are estimated at \$40,000 per unit for Parcel C2.3, which has an average unit size of 1,241 square feet considering market and inclusionary units (market rate units average 1,257 square feet). Permits and fees for Parcel C3.4, which has an average unit size of 1,005 square feet overall (1,007 square feet for market rate units), are estimated at \$22,250 per unit.

Timeline

The proposed timelines for each Parcel are summarized below.

Parcel C2.2 – Hawkins (for-rent apartments) – Vertical construction commenced in September 2022 and is well underway. The expected completion date is November 2024. Preleasing is projected to begin in July 2024, with stabilization anticipated in June 2025.

Parcel C2.3 (for-sale condominiums) – Vertical construction has not yet commenced. As of the effective appraisal date, the Developer does not have a scheduled start date for completion of development.

Parcel C2.4 – Tidal House (for-rent apartments) – Vertical construction commenced in July 2022 and the shell of the building is nearly complete (scheduled for September 2023). Vertical construction is expected to be finished in September 2024 with preleasing beginning in August 2024. The project is anticipated to reach stabilization in September 2025.

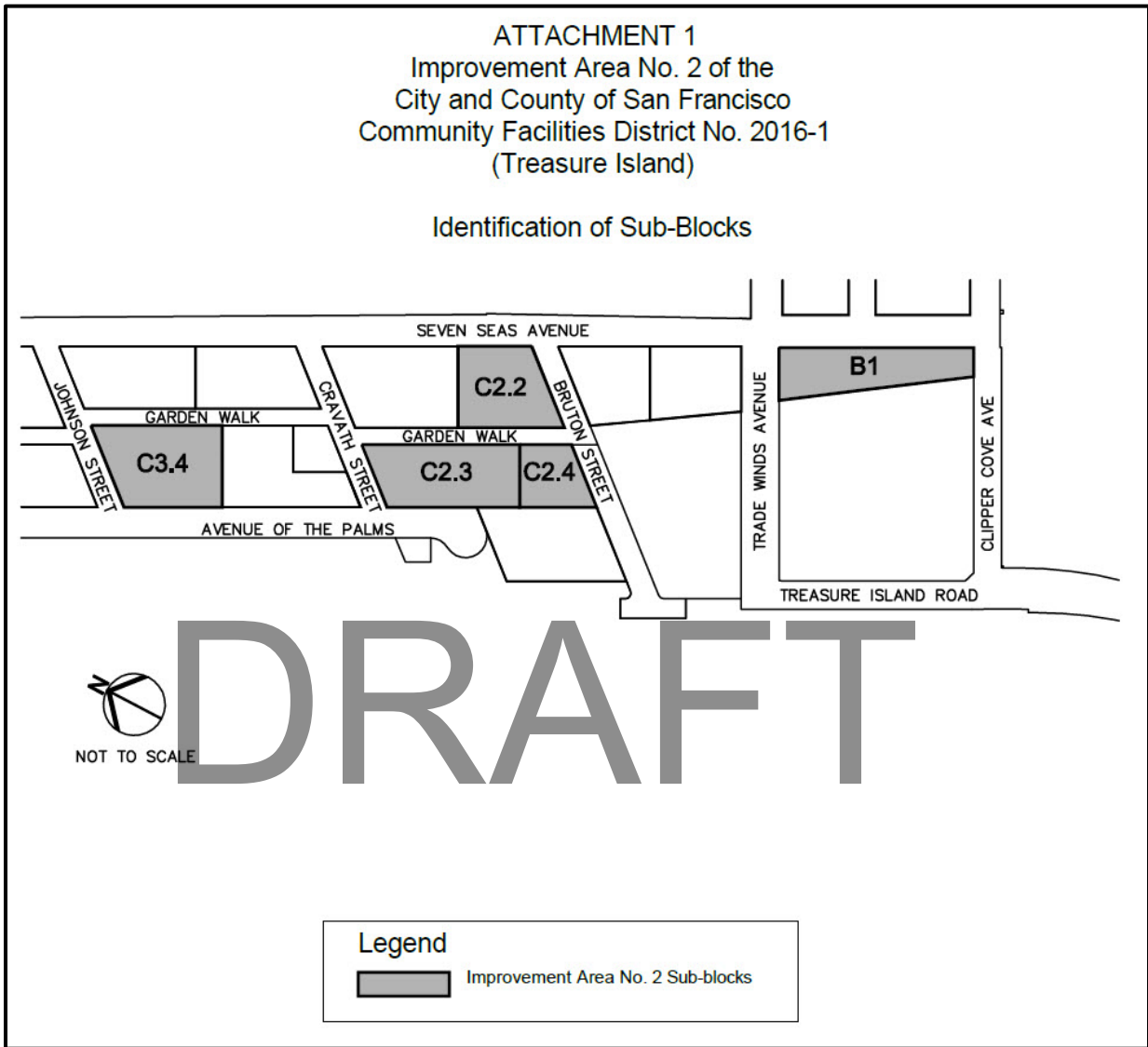
Parcel C3.4 – Portico (for-sale condominiums) – Vertical construction began in October 2022 and is expected to be completed in January 2025. Presales are expected to begin in March 2024 with the project achieving stabilization in August 2026.

Parcel B1 (for-rent apartments) – Site permits have been issued and received; however, the Developer does not have a scheduled start date for completion of development as of the effective appraisal date.

Conclusion of Site Analysis

Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. Uses permitted by zoning include various residential and commercial uses. We are not aware of any other particular restrictions on development.

Improvement Area No. 2 Boundary Map



Assessor Aerial



Proposed Improvements Description

Overview

The subject lots will be developed with varying floor plans, which are summarized in the following tables. The subject property represents the taxable land areas within CFD No. 2016-1 (Treasure Island) Improvement Area No. 2 and includes five development parcels of land located on Treasure Island. In total, the five Parcels are entitled for the development of 233 for-sale condominiums and 545 for-rent apartment units; each of the multifamily sites will also include ground floor retail. Ownership of the Parcels is held by entities associated with Stockbridge Capital Group, LLC, Wilson Meany, LP, Lennar, and Poly (USA) Real Estate Development Corporation. As of the effective appraisal date, infrastructure development serving the five Parcels is substantially complete and vertical construction has commenced on three of the Parcels (C2.2, C2.4, and C3.4).

A summary of the proposed improvements, including details by Parcel are provided below and on the following page.

Land Use Overview										
Parcel	Name	Acreage	Use	For Sale/Rent	No. of Market Rate Units	No. of BMR Units	Total Units	Parking Spaces	Rentable Area - Residential	Rentable Area - Retail
Parcel C2.2	Hawkins	1.12	Multifamily/Retail	For Rent	169	9	178	92	141,422	1,555
Parcel C2.3	-	0.83	Condominium	For Sale	80	5	85	83	105,445	-
Parcel C2.4	Tidal House	0.84	Multifamily/Retail	For Rent	226	24	250	124	207,530	1,250
Parcel C3.4	Portico	1.41	Condominium	For Sale	141	7	148	149	148,710	-
Parcel B1.1 & B1.2 ("B1")	-	1.02	Multifamily/Retail	For Rent	111	6	117	58	101,260	4,785

Summary of Floor Plans - C2.3 Condominium Units

Floor Plan	Square Footage	Number of Units	Proposed Pricing
One Bed	675	28	\$959,342
Two Bed	1,071	9	\$1,575,425
Three Bed	1,643	43	\$2,200,837
BMR	981	5	\$395,980
No. of Residential Units			85
No. of Commercial Units			0
Avg Unit Size - Market Rate			1,257

The Developer states these homes will be just north of the ferry landing and will front Cityside Park; this parcel enjoys views of the San Francisco Bay and skyline. Parcel C2.3 will have 80 market rate units and 83 parking spaces.

Summary of Floor Plans - C3.4 (Portico) Condominium Units

Floor Plan	Square Footage	Number of Units	Proposed Pricing*
Studio	500	7	\$723,914
One Bed	675	45	\$921,078
Two Bed	1,225	70	\$1,827,439 (1,050 to 1,400 SF)
Three Bed	1,787	19	\$3,044,744 (1,375 to 2,200 SF)
BMR	969	7	\$395,980
No. of Residential Units			148
No. of Commercial Units			0
Avg Unit Size - Market Rate			1,007

**Developer's proposed pricing does not include parking, which will be sold separately. The upcoming analysis assumes one parking space per unit.*

Parcel C3.4 is also proximate to City Side Park with view of the San Francisco Bay and skyline and Golden Gate and Bay Bridges.

It is noted that the subject property will have a Homeowner's Association (HOA) that will be responsible for common area maintenance and a security patrol. The fee will also include bus and ferry services. Based upon the range of HOA fees found among comparable properties, including The Bristol, we estimate a monthly HOA fee of \$1,500 per unit.

Summary of Floor Plans - C2.2 (Hawkins) Multifamily Units

Floor Plan	Square Footage	Number of Units	Average Proposed Monthly Rent ¹
Studio	458	32	
One Bed	728	83	\$4,970
Two Bed	1,077	52	
Three Bed	1,648	2	
BMR	812	9	\$1,372
Retail	1,555	1	--
No. of Residential Units			178
No. of Commercial Units			1
Avg Unit Size - Market Rate			794

¹ Average monthly rent for all market rate units. BMR rent reported separately.

Parcel C2.2 is adjacent to a park and will include 178 units with 92 parking spaces available for rent; this Parcel includes 1,555 square feet of ground floor retail space.

Summary of Floor Plans - C2.4 (Tidal House) Multifamily Units

Floor Plan	Avg Square Footage	Number of Units	Average Proposed Monthly Rent ¹	Notes
Studio	530	25		500 to 550 SF
One Bed	701	86	\$5,750	650 to 725 SF
Two Bed	1,045	113		1,000 to 1,225 SF
Three Bed	1,465	2		1,250 to 1,600 SF
BMR	740	24	\$1,454	
Retail	1,250	1	--	
No. of Residential Units			250	
No. of Commercial Units			1	
Avg Unit Size - Market Rate			840	

¹ Average monthly rent for all market rate units. BMR rent reported separately.

Parcel C2.4 will include a 14-story tower on top of a 5-story podium and will include views of the San Francisco Bay and skyline. The Parcel is adjacent to a park and will offer a fitness center, rooftop deck, and co-working space. It will include 1,250 square feet of ground floor retail space and will offer 124 parking spaces for rent.

Summary of Floor Plans - B1 Multifamily Units

Floor Plan	Square Footage	Number of Units	Average Proposed Monthly Rent ¹
Studio	400	2	
One Bed	818	83	NA
Two Bed	1,125	26	
BMR	553	6	\$1,239
Retail	4,785	1	--
No. of Residential Units			117
No. of Commercial Units			1
Avg Unit Size - Market Rate			882

¹ Average monthly rent for all market rate units. BMR rent reported separately.

Parcel B1 is proximate to Clipper Cove Promenade and offers views of the Bay Bridge and Yerba Buena Island. It will include 4,785 square feet of retail space and will also include 70 parking spaces available for rent. Please note, an updated unit mix was requested from the Developer but not provided. The above square footages for the one and two bedroom floor plans are appraiser assumptions based upon the total taxable residential square footage for Parcel B1. If additional information is provided, these assumptions may change.

A complete interior finish profile for improvements on the five subject sites was not provided; the proposed improvements are assumed to be of a typical quality for the area, which is generally good overall quality.

For the reader's reference, the subject's proposed elevations are shown on the following pages.

C2.2 Rendering (Multifamily)



C2.3 Rendering (Condominiums)



C2.4 Rendering (Multifamily)



DRAFT

C3.4 Rendering (Condominiums)



B1 Rendering (Multifamily)



DRAFT



Parcel C2.4 (Tidal House)



Parcel C2.2 (Hawkins)



Parcel C2.4 (Tidal House)



Parcels C2.3 & C3.4 (Portico)



Parcel B1



View of Treasure Island from YBI



View of San Francisco Skyline from Tidal House



View of San Francisco Bay from Tidal House

DRAFT

Real Estate Taxes

The property tax system in California was amended in 1978 by Article XIII to the State Constitution, commonly referred to as Proposition 13. It provides for a limitation on property taxes and for a procedure to establish the current taxable value of real property by reference to a base year value, which is then modified annually to reflect inflation (if any). Annual increases cannot exceed 2% per year.

The base year was set at 1975-76 or any year thereafter in which the property is substantially improved or changes ownership. When either of these two conditions occurs, the property is to be re-appraised at market value, which becomes the new base year assessed value. Proposition 13 also limits the maximum tax rate to 1% of the value of the property, exclusive of bonds and direct charges. Bonded indebtedness approved prior to 1978, and any bonds subsequently approved by a two-thirds vote of the district in which the property is located, can be added to the 1% tax rate.

The existing ad valorem taxes are of nominal consequence in this appraisal, primarily due to the fact these taxes will be adjusted as subdivision and development continues. According to the San Francisco County Treasurer-Tax Collector's Office, the appraised properties have a cumulative annual tax rate of 1.179738%. This tax rate does not include the CFD tax, which is discussed below.

As previously discussed, the subject property is situated within the boundaries of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Improvement Area No. 2, with a Special Tax lien for Facilities and a Special Tax lien for Services. According to the Rate and Method of Apportionment, the assigned Special Tax for Developed Property is presented in the following table (proposed for the Fiscal Year 2023-24):

Calculation of CFD Tax - Condominium Use

Parcel	Tax per SF (2023)	No. of Units (Market)	Average SF	Total SF (Market)	Annual Tax	Total Units (All)	Tax per Unit (All)
Parcel C2.3	\$7.05	80	1,257	100,540	\$708,447	85	\$8,335
Parcel C3.4	\$7.05	141	1,007	141,926	\$1,000,070	148	\$6,757

Calculation of CFD Tax - Multifamily Residential / Mixed Use

Parcel	Residential Tax per SF (2023)	No. of Units (Market)	Total SF (Market)	Annual Tax - Residential	Retail Tax per SF (2023)	Retail SF	Annual Tax - Retail	Total Units (All)	Total Tax per Unit (All)
Parcel C2.2	\$3.21	169	134,115	\$431,156	\$1.73	1,555	\$2,686	178	\$2,437
Parcel C2.4	\$3.21	226	189,765	\$610,061	\$1.73	1,250	\$2,159	250	\$2,449
Parcel B1	\$3.21	111	97,942	\$314,866	\$1.73	4,785	\$8,264	117	\$2,762

Special Taxes escalate 2% annually. The subject's inclusionary units are not subject to the Special Tax. However, in the upcoming analysis, we divide the total tax burden over all units.

Highest and Best Use

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as if vacant, and as improved or proposed. By definition, the highest and best use must be:

- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Physically possible.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

Highest and Best Use As If Vacant

Legally Permissible

The site is zoned TI-R / TI-MU, Treasure Island - Residential / Treasure Island Mixed Use. Permitted uses include various residential and commercial uses. To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property. The subject property is entitled for 233 for-sale condominiums and 545 for-rent apartments with 7,590 square feet of ground floor retail space. The subject's present entitlements are the result of significant planning and review, and any rezone or land use different than currently approved is unlikely. Given prevailing land use patterns in the area, only single and multifamily residential use, with associated retail, is given further consideration in determining highest and best use of the site, as though vacant.

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including single and multifamily residential use.

Financially Feasible

Based on our analysis of the market, there is currently adequate demand for single family residential use (for sale) in the subject's area. Home demand within the San Francisco condominium market is moderate but continues to be impacted by recent interest rate increases. Despite this, as shown later in this report by the land residual analysis where home construction costs are deducted from an estimated current home price, the subject's land value is positive, which demonstrates that single-family residential development is financially feasible.

Despite rising construction costs, multifamily use is considered financially feasible. Rents and occupancy rates have recovered from the pandemic, particularly in residential neighborhoods outside of the downtown core; however, rental rates remain below 2019 highs and have not kept pace with costs. Retail use is also associated with a high degree of risk, though, limited retail services currently exist on Treasure Island. Proposed and under construction housing Yerba Buena Island and Treasure Island is expected to help support the retail use, and the proposed retail space is a small fraction of the overall project. As shown later in this report by the extraction analysis where construction costs

are deducted from an estimated stabilized value, the subject's land value is positive, which demonstrates mixed use retail/residential use is currently financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than the subject's proposed uses. Based on the valuation analyses presented herein, attached residential development (for sale and for rent) with supporting retail space is considered a financially feasible use of the properties. Accordingly, it is our opinion that the proposed residential uses, with associated retail, developed to the normal market density level permitted by zoning, reflect the maximally productive use of the property. Considering the current market conditions discussed throughout the previous market analysis sections, coupled with the valuation analyses presented later in this report, a development hold may be appropriate depending on target rates of return.

Conclusion

Development of the sites for the proposed single and multifamily residential uses and associated retail are only uses that meets the four tests of highest and best use. Therefore, they are concluded to be the highest and best use of the property as if vacant. As noted, a development hold may be appropriate depending on target rates of return.

As Improved (Proposed)

As of the effective appraisal date, backbone infrastructure and site work has commenced at the subject property. The planned infrastructure improvements are necessary for development. In addition, vertical construction is underway on three of the Parcels. The existing improvements have been constructed according to the subject's entitlements and are consistent with the highest and best use of the subject property as if vacant.

Most Probable Buyer

Taking into account the size and characteristics of the property, the probable buyer of the subject Parcels is a builder familiar with the region.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Additional analyses often undertaken in the valuation of subdivisions include **extraction, land residual analysis**, and the **subdivision development method**.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Applicable	Utilized

Market Valuation – Representative Floor Plans

As previously discussed in the *Valuation Methodology* section, in order to estimate the market value of the developable, taxable land proposed for condominium use within the boundaries of City and County of San Francisco CFD No. 2016-1 (Treasure Island) Improvement Area No. 2, land residual analyses will be performed, which consider the anticipated, or projected, sale price of the residential units to be constructed on Parcels C2.3 and C3.4 (Portico). To estimate the anticipated, or projected, sale price for the varying unit types within the development, an analysis of comparable, or similar, residential developments within the subject’s market area will be considered in this section using the sales comparison approach to value. The objective of the analysis is to estimate the base price for representative floor plans comprising each of the subject Parcels proposed for condominium use.

This approach is based on the economic principle of substitution. According to *The Appraisal of Real Estate, 15th Edition* (Chicago: Appraisal Institute, 2020), “*The principle of substitution holds that the value of property tends to be set by the cost of acquiring a substitute or alternative property of similar utility and desirability within a reasonable amount of time.*” The sales comparison approach is applicable when there are sufficient recent, reliable transactions to indicate value patterns or trends in the market.

The proper application of this approach requires obtaining recent sales data for comparison with the appraised properties. The objective of the analyses is to estimate the base value of a representative floor plan, net of incentives, upgrades, and lot premiums. As discussed, two of the subject parcels are proposed for condominium use. Summaries of the proposed floor plans by Parcel are summarized below.

Summary of Floor Plans - C2.3 Condominium Units

Floor Plan	Square Footage	Number of Units	Proposed Pricing
One Bed	675	28	\$959,342
Two Bed	1,071	9	\$1,575,425
Three Bed	1,643	43	\$2,200,837
BMR	981	5	\$395,980
No. of Residential Units			85
No. of Commercial Units			0
Avg Unit Size - Market Rate			1,257

Based on the proposed floor plans, the upcoming analysis will assume a representative 2-bedroom, 2-bathroom unit of 1,257 square feet for Parcel C2.3. It’s important to note the subject’s largest units are designed as stacked townhomes with floor-to-ceiling windows with views across the San Francisco Bay, Alcatraz, and the Golden Gate Bridge. According to the Developer, the targeted buyer pool for the condominiums will include a mix of local and international buyers and high net worth individuals in order to capitalize on the subject’s location and position on Treasure Island.

Please note, proposed pricing for Parcel C2.3 below market rate units is not yet available. For the purposes of this analyses, it is assumed to be similar to Parcel C3.4, as referenced on the following page.

Summary of Floor Plans - C3.4 (Portico) Condominium Units

Floor Plan	Square Footage	Number of Units	Proposed Pricing*
Studio	500	7	\$723,914
One Bed	675	45	\$921,078
Two Bed	1,225	70	\$1,827,439 (1,050 to 1,400 SF)
Three Bed	1,787	19	\$3,044,744 (1,375 to 2,200 SF)
BMR	969	7	\$395,980
No. of Residential Units			148
No. of Commercial Units			0
Avg Unit Size - Market Rate			1,007

*Developer's proposed pricing does not include parking, which will be sold separately. The upcoming analysis assumes one parking space per unit.

Based on the proposed floor plans, the upcoming analysis will assume a representative 2-bedroom, 2-bathroom unit of 1,007 square feet for Parcel C3.4.

Presented below are comparable new home sales considered the best indicators of market value for the subject's residential units. Our search for sales focused on newly constructed condominium units similar in size to the subject's representative unit. We also restricted our search to units located in improvements with ten stories or less and focused on residential neighborhoods outside of the Downtown core.

Comparable Home Sale Summary

No.	Project	Neighborhood	Address	Close of Escrow	Sale Price	Living Area (SF)	Beds	Baths	Parking	Year Built	Analysis Used In
1	The Bristol	Yerba Buena Island	1 Bristol Ct #404	6/30/2023	\$2,220,000	1,406	2	2.5	\$115,000	2022	Both
2	The Bristol	Yerba Buena Island	1 Bristol Ct #317	6/28/2023	\$1,218,274	1,116	1	1.0	\$115,000	2022	Both
3	2177 Third	Dogpatch	2177 3rd St #621	6/26/2023	\$2,160,000	1,420	2	2.0	Included	2020	Parcel C2.3
4	The Westerly	Outer Parkside	3535 Wawona St #523	6/13/2023	\$1,520,000	1,220	2	2.0	Included	2020	Both
5	Union House	Cow Hollow	1515 Union St #4B	4/7/2023	\$2,200,000	1,247	2	2.0	Included	2020	Both
6	2177 Third	Dogpatch	2177 3rd St #705	5/30/2023	\$899,000	719	1	1.0	Included	2020	Parcel C3.4

Discussion of Adjustments

In order to estimate the market values for the subject floor plans, the comparable transactions were adjusted to reflect the subject with regard to categories that affect market value. If a comparable has an attribute considered superior to that of the subject, it is adjusted downward to negate the effect the item has on the price of the comparable. The opposite is true of categories that are considered inferior to the subject and are adjusted upward. In order to isolate and quantify the adjustments on the comparable sales data, percentage or dollar adjustments are considered appropriate. At a minimum, the appraiser considers whether adjustments are necessary pertaining to these items:

- Property rights conveyed
- Financing terms
- Conditions of sale (motivation)
- Market conditions
- Location
- Physical features

A paired sales analysis is performed in a meaningful way when the quantity and quality of data are available. Even so, many of the adjustments require the appraiser's experience and knowledge of the market and information obtained from those knowledgeable and active in the marketplace. A detailed analysis involving each of these factors and the value conclusion for each unit follows.

Upgrades and Incentives

The objective of the analysis is to estimate the base value per floor plan, net of incentives. Incentives can take the form of direct price reductions or non-price incentives such as upgrades or non-recurring closing costs. None of the comparables reported incentives and upgrades.

Property Rights Conveyed

In transactions of real property, the rights being conveyed vary widely and have a significant impact on the sales price. As previously noted, the opinion of value in this report is based on a fee simple estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat, as well as non-detrimental easements, community facility districts and conditions, covenants, and restrictions (CC&Rs). All of the comparables represent fee simple estate transactions. Therefore, adjustments for this factor are not necessary.

Financing Terms

In analyzing the comparables, it is necessary to adjust for financing terms that differ from market terms. If the seller provides incentives in the form of paying for closing costs or an interest rate buy down, a discount has been obtained by the buyer for financing terms. This discount price must then be adjusted to a cash equivalent basis. Also, any incentives applicable toward closing costs would have been reflected in the incentives adjustments previously considered. No adjustments were required for this factor.

Conditions of Sale

Adverse conditions of sale can account for a significant discrepancy from the sales price actually paid compared to that of the market. This discrepancy in price is generally attributed to the motivations of the buyer and the seller. Certain conditions of sale are considered to be non-market and may include the following:

- a seller acting under duress,
- a lack of exposure to the open market,
- an inter-family or inter-business transaction for the sake of family or business interest,
- an unusual tax consideration,
- a premium paid for site assemblage,
- a sale at legal auction, or
- an eminent domain proceeding

The comparables did not involve any non-market or atypical conditions of sale. Adjustments for this factor do not apply.

Market Conditions (Date of Sale, Phase Adjustment)

The market conditions vary over time, but the date of this appraisal is for a specific point in time. In a dynamic economy – one that is undergoing changes in the value of the dollar, interest rates and economic growth or decline – extra attention needs to be paid to assess changing market conditions. Significant monthly changes in price levels can occur in several areas of a neighborhood, while prices in other areas remain relatively stable. Although the adjustment for market conditions is often referred to as a time adjustment, time is not the cause of the adjustment.

The comparable sales transferred between April 2023 and June 2023 and are reflective of current market conditions; therefore, no consideration for this element of comparison is warranted.

Location

Location is a very important factor to consider when making comparisons. The comparables need not be in the same neighborhood but should be in neighborhoods that offer the same advantage and have, in general, the same overall desirability to the most probable buyer or user. Each of the comparables are located in San Francisco. Additional adjustments for the location within specific neighborhoods will be considered in the following community appeal section.

Community Appeal

In addition to market location adjustments, we consider community appeal adjustments. Even within a specific market location, often specific community characteristics influence sale prices. Often, prices on one street may be significantly higher or lower than the next, despite similar home characteristics. Community characteristics that may influence sale prices include a gated amenity or the condition of surrounding development.

The subject is located on Treasure Island; recent new neighborhood is also taking place on the adjacent Yerba Buena Island (YBI) (Improvement Area 1). The Bristol, a 124 condominium project developed by Wilson Meany, is located on Yerba Buena Island and opened in July 2022 with presales commencing in February 2021. As of August 1, 2023, 36 market rate homes have been sold with Spring and Summer 2023 sale prices averaging \$1,450 per square foot. This community is considered the best comparable for the subject property due to its location on YBI, which is an untested market for new construction in the current economic environment. Similar to the proposed product lines at the subject, The Bristol benefits from excellent views including those of the San Francisco Bay, the Bay Bridge, and the Golden Gate Bridge (select units). Many of the units at the subject property will also enjoy Bay and city skyline views, as well as views of Alcatraz and the Golden Gate Bridge and views of YBI and Clipper Cove. Sales 1 and 2 in the upcoming analysis and comparable table are located within The Bristol project.

Given the excellent views afforded many of the subject units, and the suburban atmosphere of Treasure Island, an effort was made to locate additional comparables in San Francisco neighborhoods with a similar community appeal to the subject property. Comparables 3 and 6 are located within the Dogpatch neighborhood and offer city views or views of Crane Cove Park. Both comparables have been adjusted upward for community appeal given the subject's superior views. Sale 4 is located in The Westerly project in the Outer Parkside neighborhood, proximate to the Pacific Ocean; the comparable enjoys city views and has also been adjusted upward for community appeal as the subject will offer the opportunity for Bay and skyline views. Finally, Sale 5 is located within Union House in Cow Hollow; the project offers views of the Golden Gate Bridge and Palace of the Fine Arts Theater. Given the desirability of the established Cow Hollow neighborhood, the comparable has been adjusted downward for community appeal.

Lot Size

The lot size adjustment pertains to the differences between the subjects' typical lot size and comparables with either larger or smaller lots. It does not include any lot premium adjustments, which are adjusted for separately. The subject and comparables reflect attached product, and no adjustments for lot size are necessary.

Lot Premiums

Properties sometimes achieve premiums for corner or cul-de-sac positioning, or proximity to open space or views. As noted, many of the units in the subject projects will benefit from San Francisco Bay and Skyline views, as well as views of YBI and Clipper Cove. As this analysis considers a representative unit, further adjustments for unit/lot premiums are not made. Instead, the potential excellent views have been considered as part of the community appeal adjustment.

Design and Appeal/Quality of Construction

Design and appeal of a floor plan is consumer specific. One exterior may appeal to one buyer, while another appeals to a different buyer. These types of features for new homes with similar functional utility are not typically noted in the base sales prices. The comparables are similar to the subject in regard to design and appeal.

Construction quality can differ from slightly to substantially between projects and is noted in the exterior and interior materials and design features of a standard unit. In terms of quality of construction, the subject and comparables represent good construction quality. No adjustments have been made.

Age/Condition

When comparing resale to resale, the market generally recognizes a difference of 1% per year of difference in effective age. However, all of the comparables reflected new construction as the time of transfer. Therefore, no adjustments are applied.

Functional Utility

The appraised properties and comparables represent traditional attached single-family residential construction. No consideration for this factor is necessary.

Room Count

For units similar in size, differences in room count are buyer preference. One buyer might prefer two bedrooms and an office versus a three-bedroom unit. Extra rooms typically result in additional building area and are accounted for in the size adjustment. Therefore, no adjustments are made for number of total rooms or bedrooms. Because bathrooms are a functional item for each floor plan and add substantial cost due to the number of plumbing fixtures, an adjustment is made for the difference in the number of fixtures between the subject and the comparable sales. The adjustment is based on an amount of \$12,500 per fixture (or half-bath) and is supported by cost estimates for a good quality home in the Residential Cost Handbook, published by the Marshall and Swift Corporation. Considering the fact that plumbing upgrades for existing bathrooms generally range from \$5,000 to over \$25,000 for the various fixtures, the \$12,500 per fixture, or half-bath, is supported. Consequently, a factor of \$25,000+ per full bath is also applied in our analysis.

Unit Size/Living Area

Units similar (in the same development), except for size, were compared to derive the applicable adjustment for unit size. Those used for comparison purposes, are units within similar projects. Units within the same project were used since they have a high degree of similarity in quality, workmanship, design and appeal. Other items such as a single level or two-story designs, number of bathrooms and number of garage spaces were generally similar in these comparisons, in order to avoid other influences in price per square foot. Where differences exist, they are minor and do not impact the overall range or average concluded. Based on this data, the comparables were adjusted on a per square foot basis to account for differences in living area from the subject units.

Number of Stories

For units similar in size, differences between number of stories are a buyer preference. One buyer might prefer a flat versus a townhome layout. The subject and comparables reflect single-story condominium construction. No adjustments are necessary.

Parking/Garage

One parking space per unit is assumed for the subject property (though it is noted the Developer for Parcel C2.4 plans to sell parking spaces separately). The majority of comparables offer garage space for one car. However, parking for Sales 1 and 2 is not included in the sale price and is available for purchase at a price of \$115,000 per space. These comparables have been adjusted upward.

The following pages summarize the adjustments made to each sale.

DRAFT

Representative Condominium Unit - Parcel C2.3

Project Information		Subject Property	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5		
Project Name		Treasure Island IA-2	The Bristol	The Bristol	2177 Third	The Westerly	Union House		
Plan		Representative	-	-	-	-	-		
Address/Lot Number		-	1 Bristol Court #404	1 Bristol Court #317	2177 3rd Street #621	3535 Wawona St #523	1515 Union Street #4B		
City/Area		San Francisco	San Francisco	San Francisco	San Francisco	San Francisco	San Francisco		
Price		-	\$2,220,000	\$1,218,274	\$2,160,000	\$1,520,000	\$2,200,000		
Price Per SF		-	\$1,579	\$1,325	\$1,521	\$1,547	\$1,365		
Total Consideration per SF									
Data Source			MLS	MLS	MLS	MLS	MLS		
Incentives		None	None	None	None	None	None		
Upgrades		Base	None	None	None	None	None		
Effective Base Sales Price			\$2,220,000	\$1,218,274	\$2,160,000	\$1,520,000	\$2,200,000		
Adjustments:	Factor	Description	+/-	Description	+/-	Description	+/-	Description	+/-
Property Rights		Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Financing Terms		Cash Equivalent		Cash Equivalent		Cash Equivalent		Cash Equivalent	
Conditions of Sale		Market		Market		Market		Market	
Market Conditions									
Date of Sale		MV 8/4/23	6/30/2023	6/28/2023	6/26/2023	6/13/2023	4/7/2023		
Project Location		Treasure Island	Yerba Buena Island	Yerba Buena Island	Dogpatch	Outer Parkside	Cow Hollow		
Community Appeal		Good	Good	Good	Average	Average	Excellent		
HOA Dues		\$650	\$1,582	\$1,523	\$1,138	\$673	\$1,309		
Lot Premium		None	None	None	None	None	None		
Design and Appeal		Good	Similar	Similar	Similar	Similar	Similar		
Quality of Construction		Good	Similar	Similar	Similar	Similar	Similar		
Age (Total/Effective)		New	2022 (New)	2022 (New)	2020 (New)	2020 (New)	2020 (New)		
Condition		New/Good	Similar	Similar	Similar	Similar	Similar		
Functional Utility		Average	Similar	Similar	Similar	Similar	Similar		
Room Count									
Bedrooms		2	2	1	2	2	2		
Baths	\$25,000	2	2.5	1	2	2	2		
Living Area (SF)	\$1,000	1,257	1,406	1,116	1,420	1,220	1,247		
Number of Stories		1	1	1	1	1	1		
Heating/Cooling		Central	Central	Central	Central	Central	Central		
Garage		1-Car	Additional Fee	Additional Fee	1-Car	1-Car	1-Car		
Landscaping		Average	Similar	Similar	Similar	Similar	Similar		
Patios/Decks		Yes	Similar	Similar	Similar	Similar	Similar		
Kitchen Equipment		Good	Similar	Similar	Similar	Similar	Similar		
Net Adjustments			--	+++	-	++	--		
Concluded Retail Value		\$1,900,000							
Indicated Value Per SF		\$1,511.54							



Representative Condominium Unit - Parcel C3.4 (Portico)											
Project Information	Subject Property	Comparable 1	Comparable 2	Comparable 6	Comparable 4	Comparable 5					
Project Name	Treasure Island IA-2 Representative	The Bristol	The Bristol	2177 Third	The Westerly	Union House					
Plan	-	-	-	-	-	-					
Address/Lot Number	-	1 Bristol Court #404	1 Bristol Court #317	2177 3rd Street #705	3535 Wawona St #523	1515 Union Street #4B					
City/Area	San Francisco	San Francisco	San Francisco	San Francisco	San Francisco	San Francisco					
Price	-	\$2,220,000	\$1,218,274	\$899,000	\$1,520,000	\$2,200,000					
Price Per SF	-	\$1,579	\$1,325	\$1,250	\$1,547	\$1,365					
Total Consideration per SF											
Data Source		MLS	MLS	MLS	MLS	MLS					
Incentives	None	None	None	None	None	None					
Upgrades	Base	None	\$0	None	\$0	None	\$0	None	\$0	\$0	
Effective Base Sales Price		\$2,220,000	\$1,218,274	\$899,000	\$1,520,000	\$2,200,000					
Adjustments:	Factor	Description	+ / (-)	Description	+ / (-)	Description	+ / (-)	Description	+ / (-)	Description	+ / (-)
Property Rights	Fee Simple	Fee Simple		Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Financing Terms	Cash Equivalent	Cash Equivalent		Cash Equivalent		Cash Equivalent		Cash Equivalent		Cash Equivalent	
Conditions of Sale	Market	Market		Market		Market		Market		Market	
Market Conditions											
Date of Sale	MV 8/4/23	6/30/2023		6/28/2023		5/30/2023		6/13/2023		4/7/2023	
Project Location	Treasure Island	Yerba Buena Island		Yerba Buena Island		Dogpatch		Outer Parkside		Cow Hollow	
Community Appeal	Good	Good		Good		Average	+	Average	++	Excellent	--
HOA Dues	\$650	\$1,582		\$1,523		\$916		\$673		\$1,309	
Lot Premium	None	None		None		None		None		None	
Design and Appeal	Good	Similar		Similar		Similar		Similar		Similar	
Quality of Construction	Good	Similar		Similar		Similar		Similar		Similar	
Age (Total/Effective)	New	2022 (New)		2022 (New)		2020 (New)		2020 (New)		2020 (New)	
Condition	New/Good	Similar		Similar		Similar		Similar		Similar	
Functional Utility	Average	Similar		Similar		Similar		Similar		Similar	
Room Count											
Bedrooms	2	2		1		1		2		2	
Baths	\$25,000	2	-	1	+	1	+	2		2	
Living Area (SF)	\$1,000	1,007	---	1,406	-	1,116	---	719	+++	1,220	--
Number of Stories	1	1		1		1		1		1	
Heating/Cooling	Central	Central		Central		Central		Central		Central	
Garage	1-Car	Additional Fee	+	Additional Fee	+	1-Car		1-Car		1-Car	
Landscaping	Average	Similar		Similar		Similar		Similar		Similar	
Patios/Decks	Yes	Similar		Similar		Similar		Similar		Similar	
Kitchen Equipment	Average	Similar		Similar		Similar		Similar		Similar	
Net Adjustments			---		+		++++		=		----
Concluded Retail Value		\$1,550,000									
Indicated Value Per SF		\$1,539.23									



Conclusion of Home Values

Overall, the comparable ranges narrow after adjustment, and all sales are considered reasonable indicators of value for the subject. Greatest weight is given to Sales 1 and 2, located at the Bristol on YBI. These comparables reflect current transactions of the only newly constructed project available on YBI/Treasure Island.

Based on the analysis herein, the market value conclusions for the subject's representative homes are summarized in the following table. In addition, consideration must be given for model recapture. This will be further discussed in the upcoming analysis, which assumes one model home per Parcel.

Aggregate Retail Proceeds - Representative Condominium

Parcel	No. of Units	Square Footage	Indicated Value	Indicated Value
C2.3 - Market Rate	80	1,257	\$1,900,000	\$152,000,000
C2.3 - BMR	5	981	\$395,980	\$1,979,900
Model Recapture	1	-	\$52,500	\$52,500
Totals	85			\$154,032,400
C3.4 (Portico) - Market Rate	141	1,007	\$1,550,000	\$218,550,000
C3.4 (Portico) - BMR	7	969	\$395,980	\$2,771,860
Model Recapture	1	-	\$52,500	\$52,500
Totals	148			\$221,374,360

Below Market Rate Units

Parcels C2.3 and C3.4 will include five and seven inclusionary units, respectively, the sale price of which will be restricted. The buyer's housing costs, including mortgage (assuming a 10% down payment), taxes, insurance, and HOA fees must not exceed 33% of a certain percentage of San Francisco's median household income. Actual pricing for the subject will be determined by from the San Francisco Mayor's Office of Housing and Community Development (MOHCD) at a later date. In lieu of precise pricing information for the subject, this analysis considers the developer's estimate of \$395,980 per inclusionary unit.

Land Residual Analysis – Parcels C2.3 and C3.4

The land residual analysis is employed to derive the market value for the subject's for-sale residential Parcels. This valuation method is used in estimating land value when subdivision and development are the highest and best use of the land being appraised. All direct and indirect costs are deducted from an estimate of the anticipated gross sales price of the improved product; the resultant net sales proceeds are then discounted to present value at an anticipated rate over the development and absorption period to indicate the value of the land. The land residual analysis is conducted on a semi-annual (six month) basis. As a discounted cash flow analysis, the land residual analysis consists of four primary components summarized as follows:

Revenue – the gross income is based on the individual component values.

Absorption Analysis – the time frame required for sell off. Of primary importance in this analysis is the allocation of the revenue over the absorption period – including the estimation of an appreciation factor (if any).

Expenses – the expenses associated with the sell-off are calculated in this section – including infrastructure costs, administration, marketing and commission costs, as well as taxes and special taxes.

Discount Rate – an appropriate discount rate is derived employing a variety of data.

Discussions of these four concepts follows below, with the discounted cash flow analysis offered at the end of this section.

Revenue

The projected sales price for the average unit within the project will vary, as the ultimate sales price is affected by unit size, location within the project, site influences, construction costs, anticipated premiums achievable at the point of retail sale, as well as external influences such as adjacent land uses. Aggregate retail proceeds for the subject's representative units are summarized below.

Aggregate Retail Proceeds - Representative Condominium

Parcel	No. of Units	Square Footage	Indicated Value	Indicated Value
C2.3 - Market Rate	80	1,257	\$1,900,000	\$152,000,000
C2.3 - BMR	5	981	\$395,980	\$1,979,900
Model Recapture	1	-	\$52,500	\$52,500
Totals	85			\$154,032,400
C3.4 (Portico) - Market Rate	141	1,007	\$1,550,000	\$218,550,000
C3.4 (Portico) - BMR	7	969	\$395,980	\$2,771,860
Model Recapture	1	-	\$52,500	\$52,500
Totals	148			\$221,374,360

As will be discussed in the expense section that follows, given the product line at the subject, it is anticipated a builder will construct one model home per Parcel. Upgrade amenity costs are projected at \$150,000 per model home. Typically, builders capture approximately 50% of the cost through the sale of the model and the furniture. Although furnishings are a real cost of the model improvements, they are personal property, not real estate. Thus, furnishings are not included in the opinion of value for the model home premiums. Given this consideration, the recapture cost for model homes are typically reduced to 25% to 40% of model improvement costs. Considering the anticipated foot traffic for the subject property, a recapture amount of 35%, is considered reasonable. Using this percentage, a recapture of \$52,500 per model ($35\% \times \$150,000$) is concluded, which is considered in the estimate of aggregate retail proceeds.

Closing Projections

As the subject reflects attached product, the first closings are reflected in the Period following completion of construction. For Parcel C2.3, the first closings are reflected in Period 5, while the first closings for Parcel C3.4 occur in Period 3.

Changes in Market Conditions (Price Increases or Decreases)

Based on market surveys, responses are mixed whether market participants trend revenues and expenses. Generally, market participants prefer not to price trend, but sometimes they will trend when trying to justify a sale price when there is strong competition for land. Or, participants have indicated they may trend if the sell-off period is anticipated to be protracted. Under current market conditions, there is likelihood of some moderate home price appreciation during the sell-off period. We estimate a level appreciation factor of 2.00% per year (or 1.00% semi-annually, every six months) for the subject's sell-off.

Absorption

Typically, multiple product lines would be marketed in a residential product to create characteristics appealing to as many potential purchasers as possible. Offering home products to different market segments within a master planned community is done with the aim of increasing absorption and reducing the overall development holding period for a project. In the case of the subject, the developer is planning a mix of for-sale and for-rent units. The subject's for-sale condominiums reflect smaller unit sizes than those currently under development on Yerba Buena Island, and will consequently reflect lower price points.

Based on the typical marketing and absorption rate data presented in the *Residential Market Overview*, absorption for the subject's condominium units is projected at 21 units per six-month period, or 3.5 units per month.

Parcel C2.3 - With sales beginning in Period 3, and an absorption rate of 21 units per period, the 85 units will sell out in seven periods.

Parcel C3.4 - The 148 units will sell out in nine periods.

Expense Projections

As part of an ongoing effort to assemble market information, we routinely compile budget information for single family residential subdivisions from developers throughout California. Information from our developer cost database contributes to the estimate of development expenses classified as follows.

General and Administrative

These expenses consist of management fees, liability and fire insurance, inspection fees, appraisal fees, legal and accounting fees and copying or publication costs. This expense category typically ranges from 2.5% to 4.0%, depending on length of project and if all of the categories are included in a builder's budget. We have used 3.0% for general and administrative expenses.

Marketing and Sale

These expenses typically consist of advertising and promotion, closing costs, sales operations, and sales commissions. The expenses are expressed as a percentage of the gross sales revenue. The range of marketing and sales expenses typically found in projects within the subject's market area is 5.0% to 6.5%. A figure of 6.0%, or 3.0% for marketing and 3.0% for sales, is estimated in the marketing and sales expense category.

Property Taxes (Ad Valorem and Special Taxes)

The subject is located within an area with an effective tax rate of 1.179738%. This amount is applied to the estimated market values and divided by the total number of units to yield an estimate of ad valorem taxes/unit/year for each phase. The tax amounts are applied to unclosed inventory over the sell-off period. Property taxes are increased by 2% per year. Direct assessments applicable to the subject property are estimated at \$740 per unit, per year.

As referenced, the appraised properties are located within the boundaries of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Improvement Area No. 2. According to the Rate and Method of Apportionment, provided in the *Real Estate Taxes* section, the annual special taxes applicable to the subject's facilities are estimated at \$7.05 per square foot in 2023/24 for the subject's condominium units. The annual special tax increases 2% per year. We have applied these special taxes to the average unit square footage in the upcoming analysis. It should be noted, the inclusionary units are not subject to the special tax.

During the absorption period, the total tax expense to be paid by the Developers (sellers) gradually reduces as the units are sold off.

Calculation of CFD Tax - Condominium Use

Parcel	Tax per SF (2023)	No. of Units (Market)	Average SF	Total SF (Market)	Annual Tax	Total Units (All)	Tax per Unit (All)
Parcel C2.3	\$7.05	80	1,257	100,540	\$708,447	85	\$8,335
Parcel C3.4	\$7.05	141	1,007	141,926	\$1,000,070	148	\$6,757

Homeowners' Association

A homeowners' association is planned for the subject. According to the developer, the HOA fee for the subject units will include bus and ferry services during the absorption period, a security patrol, and common area maintenance. Based upon the range of HOA fees found among comparable properties, we estimate a monthly HOA fee of \$1,500 per unit.

Remaining Site Development Costs

In this analysis, we are determining the value of a finished site/parcel; therefore, no deduction is made for remaining site development costs (including on-site and infrastructure) in the valuation.

Permits and Fees

Permits and fees represent all fees payable upon obtaining building permit for the construction of the proposed units and include school fees and any impact fees. Permits and fees due at building permit are estimated at \$40,000 per unit for Parcel C2.3, which has an average unit size of 1,257 square feet for market rate units and an average unit size of 1,241 overall. Permits and fees for Parcel C3.4, which has an average unit size of 1,007 square feet for market rate units and an average unit size of 1,005 square feet overall, are estimated at \$22,250 per unit.

Direct and Indirect Construction Costs

Construction costs are generally classified into direct and indirect costs. Direct costs reflect the cost of labor and materials to build the project. Direct costs generally are lower per square foot for larger floor plans, all else being equal, due to economies of scale. Indirect items are the carrying costs and fees incurred in developing the project and during the construction cycle. Construction quality and market-segment are significant factors that affect direct construction costs. In addition, national/public builders, which are able to achieve lower costs due to the larger scale in which orders are placed, routinely achieve lower direct costs.

The developer has provided a construction budget for the subject units. Based on this information, a direct cost range of \$700 to \$800 per square foot is applicable to the subject. The subject reflects a unique product type and recent conversations with homebuilders confirm construction costs have increased over the past few years. As the developer's budget best considers the intricacies of the subject construction, the developer's costs are relied upon in the upcoming analyses; direct costs are estimated at \$730 per square foot for Parcel C2.3 and \$800 per square foot for Parcel C3.4. However, the upcoming analysis also considers costs spent to date, thereby decreasing remaining direct costs to \$653 per square foot for Parcel C3.4.

Under current market conditions, we estimate a level appreciation factor for direct construction costs of 1.00% per year (0.50% semi-annually) for the subject's sell-off.

Regarding indirect costs, the following list itemizes some of the typical components that generally comprise indirect costs:

- Architectural and engineering fees for plans, plan checks, surveys and environmental studies
- Appraisal, consulting, accounting and legal fees

- The cost of carrying the investment in land and contract payments during construction. If the property is financed, the points, fees or service charges and interest on construction loans are considered
- All-risk insurance
- The cost of carrying the investment in the property after construction is complete, but before sell-out is achieved
- Developer fee earned by the project coordinator
- Interest reserve

Conversations with homebuilders indicate the indirect costs generally range anywhere from 10% to 20% of the direct costs (excluding marketing, sales, general and administrative expenses, taxes, which are accounted for separately). Based on the Developer's cost budget provided, and considering costs incurred to date, 8% will be utilized for Parcel C2.3 and 5% will be used for Parcel 3.4 (Portico).

Model Complex

For the purposes of this analysis, we have assumed the developer will build one model per Parcel. Model upgrade expenses can vary widely depending upon construction quality, targeted market and anticipated length of time on the market. These upgrades, exterior and interior, including furniture, can range from \$20,000 per model to over \$250,000 per model.

Based on the quality of the subject's proposed improvements and the targeted buyer segment, a model upgrade cost of \$150,000 is considered reasonable for the subject's lots. Of this amount, approximately 35% will be recaptured with the sale of the models reflecting a model recapture of \$52,500. Model costs will be applied over the initial periods, while recapture costs will be applied at the end of the projection period.

Summary

The following charts summarize the revenue and expenses discussed on the preceding pages.

Revenue and Expense Summary - Parcel C2.3

Revenue

Plans	Units	Unit Size	Price per Unit	Total
Representative	80	1,257	\$1,900,000	\$152,000,000
BMR	5	981	\$395,980	\$1,979,900
Aggregate Retail Proceeds				\$153,979,900
Number of Units				85
Weighted Avg Home Size				1,241
Average Revenue per Unit				\$1,811,528

Home Revenue (Before Appreciation)	\$153,979,900 (excludes premiums)
Home Revenue (After Appreciation)	\$160,319,267
Model Recapture (at 35% of costs)	\$52,500

Total Revenue (After Appreciation) \$160,371,767 Total over Sell-Off Period

Expenses

Non-Appreciated Expenses

General and Administrative	3.0% of total revenue	\$4,811,153	
Marketing and Commissions	6.0% of total revenue	\$9,622,306	
Ad Valorem Taxes per Unit	\$3,800 / unit / year	\$741,408	(from cash flow)
CFD No. 2016-1 (Treasure Island)	\$8,335 / unit / year	\$1,626,095	(from cash flow)
Direct Charges per Unit	\$740 / unit / year	\$142,450	(from cash flow)
HOA per Month	\$1,500 / unit / month	\$405,000	(from cash flow)
Model Costs	1 model(s)	\$150,000	\$150,000 per model
Permits and Fees		\$3,400,000	\$40,000 per unit
Subtotal:		\$20,898,412	

Appreciated Expenses

Direct Construction Costs (Before Appreciation)		\$76,989,450	\$730 psf
Direct Construction Costs (After Appreciation)		\$77,568,798	(from cash flow)
Indirect Construction Costs (Total)	8.0% of Direct Costs	\$6,205,504	(from cash flow)
Subtotal:		\$83,774,302	

Total Expenses \$104,672,714



Revenue and Expense Summary - C3.4 (Portico)**Revenue**

Plans	Units	Unit Size	Price per Unit	Total
Representative	141	1,007	\$1,550,000	\$218,550,000
BMR	7	969	\$395,980	\$2,771,860
Aggregate Retail Proceeds				\$221,321,860
Number of Units				148
Weighted Avg Home Size				1,005
Average Revenue per Unit				\$1,495,418
Home Revenue (Before Appreciation)				\$221,321,860 (excludes premiums)
Home Revenue (After Appreciation)				\$231,615,364
Model Recapture (at 35% of costs)				\$52,500
Total Revenue (After Appreciation)				\$231,667,864

Total over Sell-Off Period

Expenses**Non-Appreciated Expenses**

General and Administrative	3.0% of total revenue	\$6,950,036	
Marketing and Commissions	6.0% of total revenue	\$13,900,072	
Ad Valorem Taxes per Unit	\$3,967 / unit / year	\$1,526,565	(from cash flow)
CFD No. 2016-1 (Treasure Island)	\$6,757 / unit / year	\$2,600,115	(from cash flow)
Direct Charges per Unit	\$740 / unit / year	\$279,720	(from cash flow)
HOA per Month	\$1,500 / unit / month	\$2,808,000	(from cash flow)
Model Costs	1 model(s)	\$150,000	\$150,000 per model
Permits and Fees		\$3,293,000	\$22,250 per unit
Subtotal:		\$31,507,508	
Appreciated Expenses			
Direct Construction Costs (Before Appreciation)		\$97,146,810	\$653 psf
Direct Construction Costs (After Appreciation)		\$97,389,677	(from cash flow)
Indirect Construction Costs (Total)	5.0% of Direct Costs	\$4,869,484	(from cash flow)
Subtotal:		\$102,259,161	
Total Expenses		\$133,766,669	

Discount Rate

The project yield rate is the rate of return on the total un-leveraged investment in a development, including both equity and debt. The leveraged yield rate is the rate of return to the “base” equity position when a portion of the development is financed. The “base” equity position represents the total equity contribution. The developer/builder may have funded all of the equity contribution, or a consortium of investors/builders as in a joint venture may fund it. Most surveys indicate that the threshold project yield requirement is about 20% to 30% for production home type projects. Instances in which project yields may be less than 20% often involve profit participation arrangements in master planned communities where the master developer limits the number of competing tracts.

According to a leading publication within the appraisal industry, the PwC Real Estate Investor Survey^[1], discount rates for land development projects ranged from 12.00% to 30.00%, with an average of 19.2% during the Second Quarter 2023, which is 50 basis points higher than the average

[1] [PwC Real Estate Investor Survey](#), PricewaterhouseCoopers, 2nd Quarter 2023.

reported in the Fourth Quarter 2022, 100 basis points higher than a year ago, and assumes entitlements are in place. Without entitlements in place, certain investors will increase the discount rate an average of 125 basis points.

According to the data presented in the survey prepared by PwC, the majority of those respondents who use the discounted cash flow (DCF) method do so free and clear of financing. Additionally, the participants reflect a preference in including the developer's profit in the discount rate, versus a separate line item for this factor. As such, the range of rates presented above is inclusive of the developer's profit projection.

The discount rates are based on a survey that includes residential, office, retail and industrial developments. Participants in the survey indicate the highest expected returns are on large-scale, unapproved developments. The low end of the range was extracted from projects where certain development risks had been lessened or eliminated. Several respondents indicate they expect slightly lower returns when approvals/entitlements are already in place.

Excerpts from recent PwC surveys are copied below.

"Development land investors continue to search for opportunities, especially in the apartment and industrial sectors of the industry. They note, however, that holding costs are dramatically higher due to the rise in interest rates over the past year, which could change their strategies for the near term and keep their acquisitions to a minimum. 'Deals are requiring further due diligence to meet projected returns,' states an investor. Unfortunately, the current stress in the financial sector is adding additional challenges. 'We are looking closely at our banking relationships,' says another. Growth rates for development expenses, such as amenities, real estate taxes, advertising, and administration, range from 0.00% to 10.00% and average 4.71%. For lot pricing, investors indicate a range from 2.00% to 5.00%; the average growth rate is 3.13%." (Second Quarter 2023)

"Confronted with inflation, rising interest rates, economic uncertainty, and a slowdown in tenant demand, it is not surprising that most surveyed investors expect property values to decline over the next 12 months...When looking at macro development prospects for the five major commercial real estate sectors included in *Emerging Trends*, only the hotel sector shows an improvement in its rating from last year... Although the industrial/distribution and multi-family sectors boast the highest ratings for 2023, they both slip this year among respondents... From a micro standpoint, the top-five property types for development prospects in 2023 are datacenters, fulfillment, moderate-income/workforce apartments, life-science facilities, and single-family rental housing." Labor costs and availability as well as material costs are among the top three reported development issues for 2023. (Fourth Quarter 2022)

"Based on our Survey results, the industrial and multifamily sectors of the U.S. commercial real estate industry offer the best development land investment opportunities due to strong tenant demand. Investors also see opportunities in the single-family residential sector...However, many are mindful that rising interest rates could dampen demand even though U.S. homebuilding unexpectedly rose in March 2022. Still, record low housing supply should continue to support homebuilding this year...Over the next 12 months, surveyed investors are mostly optimistic

regarding value trends for the national development land market. Their expectations range from a decline of 5.0% to growth of 25.0% with an average expected value change of +7.0%. This average is better than where it is was both six months ago, as well as a year ago (+5.8% for both time periods).” (Second Quarter 2022)

“Compared to five years ago, both the apartment and industrial sectors show strong gains in their ratings, while the other three sectors [retail, office, hotel] see their ratings decline...From a micro standpoint, the top five property types for development prospects in 2022 are fulfillment, life science facilities, warehouse, single-family rental housing, and moderate-income/workforce apartments.” Among the top five development issues as reported among *Emerging Trends* Respondents are construction material costs, construction labor costs, construction labor availability, land costs and state & local regulations. (Fourth Quarter 2021)

“2020 revealed that where people work and where people live can be very far apart,” says a development land participant. This philosophy is a driving force behind a resurgence of new-home construction in the United States. In the nonresidential sector, each segment reported year-over-year declines in spending as of March 2021. Over the next 12 months, surveyed investors are most optimistic regarding value trends for the national development land market. Their expectations range from a decline of 5.0% to growth of 25.0% with an average expected value change of +5.8%. This average is better than where it was six months ago (+4.9%), as well as a year ago (-6.9%). (Second Quarter 2021)

For 2021, most *Emerging Trends* respondents (53.0%) believe that debt capital for development and redevelopment will be undersupplied. This percentage is more than twice the figure from last year’s report and is likely due to the uncertainty tied to the pandemic. Interestingly, the percentage of respondents that feel debt capital for such projects will be “in balance” drops this year to 35.0% – down from 57.0% in 2020. (Fourth Quarter 2020)

Amid the COVID-19 crisis, participants in the national development land market are looking to reduce leverage, lessen their holding costs, and preserve cash flow. “These are highly uncertain times, and we are moving in a direction no one thought we’d be headed a few months ago,” shares a participant. Although some investors are looking to acquire distressed properties, it is difficult to ascertain pricing amid such uncertainty. For now, most investors are content to wait on the sidelines for a clearer path to emerge before they formulate new strategies for the rest of 2020 and beyond. (Second Quarter 2020)

Project Yield Rate Survey	
Data Source	Yield / IRR Expectations (Inclusive of Profit)
PwC Real Estate Investor Survey - Second Quarter 2023 (updated semi-annually)	Range of 12.0% to 30.0%, with an average of 19.20%, on an unleveraged basis, for land development (national average)
National Builder	20% to 25% for entitled lots
Regional Builder	18% to 25%. Longer term, higher risk projects on higher side of the range, shorter term, lower risk projects on the lower side of the range. Long term speculation properties (10 to 20 years out) often closer to 30%.
National Builder	18% minimum, 20% target
Developer	Minimum IRR of 20-25%; for an 8 to 10 year cash flow, mid to upper 20% range
Developer	25% IRR for land development is typical (no entitlements); slightly higher for properties with significant infrastructure costs
Land Management Company	20% to 30% IRR for land development deals on an unleveraged basis
Land Developer	35% for large land deals from raw unentitled to tentative map stage, unleveraged or leveraged. 25% to 30% from tentative map to pad sales to merchant builders, unleveraged
Land Developer	18% to 22% for land with some entitlements, unleveraged. 30% for raw unentitled land
Real Estate Consulting Firm	Low 20% range yield rate required to attract capital to longer-term land holdings
Land Developer	Merchant builder yield requirements in the 20% range for traditionally financed tract developments. Larger land holdings would require 25% to 30%. Environmentally challenged or politically risky development could well run in excess of 35%.
Regional Builder	10% discount rate excluding profit for single-family subdivisions
National Builder	10% to 40% for single-family residential subdivisions with 1-2 year development timelines
Regional Builder	15% to 20% IRR
Regional Builder	No less than 20% IRR for land development, either entitled or unentitled
Land Developer	20% to 30% for an unentitled property; the lower end of the range would reflect those properties close to tentative maps
Regional Builder	No less than 30% when typical entitlement risk exists

According to industry sources, project yield rates historically have ranged anywhere from 5% to 30%, with a predominate range of 10% to 20%. A yield rate is based on the perceived risk associated with the development.

Positive attributes of the subject property include its location within a new master planned community on Treasure Island, where there is no direct competition for market rate housing (except for projects within other Improvement Areas). The subject projects will also enjoy San Francisco Bay and skyline views and a suburban setting, while still maintaining proximity to downtown San Francisco and Oakland. Negative attributes are primarily associated with larger macroeconomic factors impacting the residential market (ex. continued high inflation, unemployment rates, interest rates, etc.). Based on the characteristics of the subject an internal rate of return (IRR) of 12% is used in our analysis.

Conclusion

The land residual analyses are presented as follows:

Land Residual Analysis - C2.3										
	6 Months	0	1	2	3	4	5	6	7	Total
REVENUE AND SALES										
Sales			0.0	0.0	10.0	21.0	21.0	21.0	12.0	85.0
Unsold Inventory		85.0	85.0	85.0	75.0	54.0	33.0	12.0	0.0	
Close of Escrow			0.0	0.0	0.0	0.0	52.0	21.0	12.0	85.0
Unclosed Inventory			85.0	85.0	85.0	85.0	33.0	12.0	0.0	
Base Revenue (Before Appreciation)		\$	-	-	\$ 18,115,282	\$ 38,042,093	\$ 38,042,093	\$ 38,042,093	\$ 21,738,339	\$ 153,979,900
Semi-Annual Appreciation Factor	1.0100		1.0000	1.0100	1.0201	1.0303	1.0406	1.0510	1.0615	
Appreciated Contracted Home Revenue		\$	-	-	\$ 18,479,400	\$ 39,194,806	\$ 39,586,754	\$ 39,982,622	\$ 23,075,685	\$ 160,319,267
Appreciated Closing Home Revenue		\$	-	-	-	-	\$ 97,260,960	\$ 39,982,622	\$ 23,075,685	\$ 160,319,267
Model Revenue		\$	-	-	-	-	-	-	\$ 52,500	\$ 52,500
Total Sales Revenue (at Close of Escrow)		\$	-	-	-	-	\$ 97,260,960	\$ 39,982,622	\$ 23,128,185	\$ 160,371,767
EXPENSES AND CASH FLOWS										
General and Administrative	3.0%	\$	(687,308)	(687,308)	(687,308)	(687,308)	(687,308)	(687,308)	(687,308)	(4,811,153)
Marketing and Sales	6.0%	\$	-	-	-	-	(5,835,658)	(2,398,957)	(1,387,691)	(9,622,306)
Ad Valorem Real Estate Taxes	\$3,800	\$	(161,506)	(161,506)	(164,736)	(164,736)	(65,210)	(23,713)	-	(741,408)
CFD No. 2016-1 (Treasure Island)	\$8,335	\$	(354,224)	(354,224)	(361,308)	(361,308)	(143,023)	(52,008)	-	(1,626,095)
Direct Charges	\$740	\$	(31,450)	(31,450)	(31,450)	(31,450)	(12,210)	(4,440)	-	(142,450)
HOA per Month	\$1,500	\$	-	-	-	-	(297,000)	(108,000)	-	(405,000)
Model Costs		\$	-	(150,000)	-	-	-	-	-	(150,000)
Building Permits		\$	(850,000)	(850,000)	(850,000)	(850,000)	-	-	-	(3,400,000)
Subtotal:		\$	(2,084,487)	(2,234,487)	(2,094,802)	(2,094,802)	(7,040,409)	(3,274,426)	(2,074,999)	(20,898,412)
Direct Construction Costs (Before Appreciation)		\$	(19,247,363)	(19,247,363)	(19,247,363)	(19,247,363)	-	-	-	(76,989,450)
Semi-Annual Appreciation Factor	1.0050		1.0000	1.0050	1.0100	1.0151	1.0202	1.0253	1.0304	
Direct Construction Costs (After Appreciation)		\$	(19,247,363)	(19,343,599)	(19,440,317)	(19,537,519)	-	-	-	(77,568,798)
Indirect Construction Costs	8.0%	\$	(1,539,789)	(1,547,488)	(1,555,225)	(1,563,002)	-	-	-	(6,205,504)
Subtotal:		\$	(20,787,152)	(20,891,087)	(20,995,543)	(21,100,520)	-	-	-	(83,774,302)
Total Expenses		\$	(22,871,639)	(23,125,575)	(23,090,345)	(23,195,322)	(7,040,409)	(3,274,426)	(2,074,999)	(104,672,714)
NET INCOME BEFORE DISCOUNTING		\$	(22,871,639)	(23,125,575)	(23,090,345)	(23,195,322)	90,220,552	36,708,196	21,053,186	55,699,054
Internal Rate of Return										
Internal Rate of Return	12.0%		0.94340	0.89000	0.83962	0.79209	0.74726	0.70496	0.66506	
Discounted Cash Flow		\$	(21,577,018)	(20,581,679)	(19,387,099)	(18,372,868)	67,418,045	25,877,830	14,001,571	27,378,782
Net Present Value		\$								27,380,000
Per Unit		\$								322,118



Land Residual Analysis - C3.4 (Portico)											
6 Months:	0	1	2	3	4	5	6	7	8	9	Total
REVENUE AND SALES											
Sales		0.0	10.0	21.0	21.0	21.0	21.0	21.0	21.0	12.0	148.0
Unsold Inventory	148.0	148.0	138.0	117.0	96.0	75.0	54.0	33.0	12.0	0.0	
Close of Escrow		0.0	0.0	31.0	21.0	21.0	21.0	21.0	21.0	12.0	148.0
Unclosed Inventory		148.0	148.0	117.0	96.0	75.0	54.0	33.0	12.0	0.0	
Base Revenue (Before Appreciation)		\$ -	\$ 14,954,180	\$ 31,403,777	\$ 31,403,777	\$ 31,403,777	\$ 31,403,777	\$ 31,403,777	\$ 31,403,777	\$ 17,945,016	\$ 221,321,860
Semi-Annual Appreciation Factor	1.0100	1.0000	1.0100	1.0201	1.0303	1.0406	1.0510	1.0615	1.0721	1.0829	
Appreciated Contracted Home Revenue		\$ -	\$ 15,103,722	\$ 32,034,993	\$ 32,355,343	\$ 32,678,897	\$ 33,005,686	\$ 33,335,743	\$ 33,669,100	\$ 19,431,881	\$ 231,615,364
Appreciated Closing Home Revenue		\$ -	\$ -	\$ 47,138,715	\$ 32,355,343	\$ 32,678,897	\$ 33,005,686	\$ 33,335,743	\$ 33,669,100	\$ 19,431,881	\$ 231,615,364
Model & Lot Premium Revenue		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,500	\$ 52,500
Total Sales Revenue (at Closeof Escrow)		\$ -	\$ -	\$ 47,138,715	\$ 32,355,343	\$ 32,678,897	\$ 33,005,686	\$ 33,335,743	\$ 33,669,100	\$ 19,484,381	\$ 231,667,864
EXPENSES AND CASH FLOWS											
General and Administrative	3.0%	\$ (772,226)	\$ (772,226)	\$ (772,226)	\$ (772,226)	\$ (772,226)	\$ (772,226)	\$ (772,226)	\$ (772,226)	\$ (772,226)	\$ (6,950,036)
Marketing and Sales	6.0%	\$ -	\$ -	\$ (2,828,323)	\$ (1,941,321)	\$ (1,960,734)	\$ (1,980,341)	\$ (2,000,145)	\$ (2,020,146)	\$ (1,169,063)	\$ (13,900,072)
Ad Valorem Real Estate Taxes	\$4,017	\$ (297,294)	\$ (297,294)	\$ (239,723)	\$ (196,696)	\$ (156,682)	\$ (112,811)	\$ (70,266)	\$ (25,551)	\$ -	\$ (1,396,317)
CFD No. 2016-1 (Treasure Island)	\$6,757	\$ (500,035)	\$ (500,035)	\$ (403,204)	\$ (330,834)	\$ (263,532)	\$ (189,743)	\$ (118,184)	\$ (42,976)	\$ -	\$ (2,348,544)
Direct Charges	\$740	\$ (54,760)	\$ (54,760)	\$ (43,290)	\$ (35,520)	\$ (27,750)	\$ (19,980)	\$ (12,210)	\$ (4,440)	\$ -	\$ (252,710)
HOA per Month	\$1,500	\$ -	\$ -	\$ -	\$ (864,000)	\$ (675,000)	\$ (486,000)	\$ (297,000)	\$ (108,000)	\$ -	\$ (2,430,000)
Model Costs		\$ -	\$ (150,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (150,000)
Building Permits		\$ (1,646,500)	\$ (1,646,500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,293,000)
Subtotal:		\$ (3,270,815)	\$ (3,420,815)	\$ (4,286,767)	\$ (4,140,597)	\$ (3,855,924)	\$ (3,561,101)	\$ (3,270,031)	\$ (2,973,339)	\$ (1,941,289)	\$ (30,720,679)
Direct Construction Costs (Before Appreciation)		\$ (48,573,405)	\$ (48,573,405)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (97,146,810)
Semi-Annual Appreciation Factor	1.0050	1.0000	1.0050	1.0100	1.0151	1.0202	1.0253	1.0304	1.0355	1.0407	
Direct Construction Costs (After Appreciation)		\$ (48,573,405)	\$ (48,816,272)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (97,389,677)
Indirect Construction Costs	5.0%	\$ (2,428,670)	\$ (2,440,814)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,869,484)
Subtotal:		\$ (51,002,075)	\$ (51,257,086)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (102,259,161)
Total Expenses		\$ (54,272,891)	\$ (54,677,901)	\$ (4,286,767)	\$ (4,140,597)	\$ (3,855,924)	\$ (3,561,101)	\$ (3,270,031)	\$ (2,973,339)	\$ (1,941,289)	\$ (132,979,840)
NET INCOME BEFORE DISCOUNTING		\$ (54,272,891)	\$ (54,677,901)	\$ 42,851,948	\$ 28,214,746	\$ 28,822,973	\$ 29,444,584	\$ 30,065,712	\$ 30,695,761	\$ 17,543,092	\$ 98,688,024
Internal Rate of Return											
Internal Rate of Return	12.0%	0.94340	0.89000	0.83962	0.79209	0.74726	0.70496	0.66506	0.62741	0.59190	
Discounted Cash Flow		\$ (51,200,840)	\$ (48,663,137)	\$ 35,979,322	\$ 22,348,722	\$ 21,538,202	\$ 20,757,270	\$ 19,995,416	\$ 19,258,900	\$ 10,383,729	\$ 50,397,583
Net Present Value											\$ 50,400,000
Per Unit											\$ 340,541



Income Capitalization Approach – Mixed Use

The income capitalization approach converts anticipated economic benefits of owning real property into a value estimate through capitalization. The steps taken to apply the income capitalization approach are:

- Analyze the revenue potential of the property.
- Consider appropriate allowances for vacancy, collection loss, and operating expenses.
- Calculate net operating income by deducting vacancy, collection loss, and operating expenses from potential income.
- Apply the most appropriate capitalization method, either direct capitalization or discounted cash flow analysis, or both, to convert anticipated net income to an indication of value.

The two most common capitalization methods are direct capitalization and discounted cash flow analysis. In direct capitalization, a single year's expected income is divided by an appropriate capitalization rate to arrive at a value indication. In discounted cash flow analysis, anticipated future net income streams and a future resale value are discounted to a present value at an appropriate yield rate.

In this analysis, we use only direct capitalization to determine the market value as if stabilized of the proposed improvements for the subject's taxable multifamily (for rent) Parcels. Summaries of the subject's proposed multifamily improvements are recreated below. The subject's proposed unit mix is comparable to other newly constructed projects in San Francisco.

Land Use Overview

Parcel	Name	Acreage	Use	For Sale/Rent	No. of Market Rate Units	No. of BMR Units	Total Units	Parking Spaces	Rentable Area - Residential	Rentable Area - Retail
Parcel C2.2	Hawkins	1.12	Multifamily/Retail	For Rent	169	9	178	92	141,422	1,555
Parcel C2.4	Tidal House	0.84	Multifamily/Retail	For Rent	226	24	250	124	207,530	1,250
Parcel B1.1 & B1.2 ("B1")	-	0.51	Multifamily/Retail	For Rent	111	6	117	58	101,260	4,785

Summary of Floor Plans - C2.2 (Hawkins) Multifamily Units

Floor Plan	Square Footage	Number of Units	Average Proposed Monthly Rent ¹
Studio	458	32	
One Bed	728	83	
Two Bed	1,077	52	\$4,970
Three Bed	1,648	2	
BMR	812	9	\$1,372
Retail	1,555	1	--
No. of Residential Units			178
No. of Commercial Units			1
Avg Unit Size - Market Rate			794

¹ Average monthly rent for all market rate units. BMR rent reported separately.

Summary of Floor Plans - C2.4 (Tidal House) Multifamily Units

Floor Plan	Avg Square Footage	Number of Units	Average Proposed Monthly Rent ¹	Notes
Studio	530	25		500 to 550 SF
One Bed	701	86	\$5,750	650 to 725 SF
Two Bed	1,045	113		1,000 to 1,225 SF
Three Bed	1,465	2		1,250 to 1,600 SF
BMR	740	24	\$1,454	
Retail	1,250	1	--	
No. of Residential Units			250	
No. of Commercial Units			1	
Avg Unit Size - Market Rate			840	

¹ Average monthly rent for all market rate units. BMR rent reported separately.

Summary of Floor Plans - B1 Multifamily Units

Floor Plan	Square Footage	Number of Units	Average Proposed Monthly Rent ¹
Studio	400	2	
One Bed	818	83	NA
Two Bed	1,125	26	
BMR	553	6	\$1,239
Retail	4,785	1	--
No. of Residential Units			117
No. of Commercial Units			1
Avg Unit Size - Market Rate			882

¹ Average monthly rent for all market rate units. BMR rent reported separately.

Market Rent Analysis – Multifamily Space

Contract rents typically establish income for leased space, while market rent is the basis for estimating income for current vacant space and future speculative re-leasing of space due to expired leases.

The subject includes a mix of low-rise (Parcels C2.2 and B1) and mid-rise (Parcel C2.4) multifamily units, and there are multiple new and recently constructed multifamily projects in San Francisco available for comparison. The upcoming market rent analysis will consider current rents from these multifamily comparables. In addition, as a test of reasonableness, multifamily market trends from REIS will be presented as further support for our conclusions of market rent.

The same comparable set will be utilized to determine market rent for Parcels C2.2 and B1, which reflect low rise product. A separate set of comparables will be used in the following analysis of Parcel C2.4, which includes a 14 story tower over a five story podium. The same set of rent comparables and expense comparables are utilized across all Parcels. The direct capitalization analysis for Parcel C2.2 will be presented first.

Market Rent Analysis – Parcel C2.2

It is common tenants to pay all utilities within new multifamily properties in the local market.

Utilities Expenses

Tenant-Paid Utilities	Owner-Paid-Utilities
Water	None
Sewer	
Trash	
In-Unit Electric	
Gas	

Market Rent Analysis

To estimate market rent, we analyze comparable rentals most relevant to the subject in terms of location, property type, building age, and quality. The comparables are summarized in the following table.

DRAFT

Summary of Comparable Rentals

No.	Property Name; Address	Survey Date	Yr Built; Stories	Unit Mix	# Units; % Occ.	Avg. Unit SF	Avg. Rent/ Month	Avg. Rent/ SF
1	The Brady 1 Brady St. San Francisco	8/10/2023	2022 8		444 76%			
				Studio		497	\$3,045	\$6.13
				1 BD/1 BA		666	\$4,020	\$6.04
				2 BD/2 BA		978	\$5,180	\$5.30
				2 BD/2 BA		1,575	\$6,785	\$4.31
	Tenant-Paid Utilities: Comments:		Trash, In-Unit Electric, Sewer, Water, Gas Recently constructed Class A mid/high rise in the Mission. Units have modern finishes and features, typical of brand new luxury apartments. Amenities include fitness center, lounge, business center, hot tub, bike storage, game room. Currently offering up to 10 weeks free and up to \$2,500 off for look and lease. The property opened in August 2022 and is 76% occupied, implying an absorption rate of 28 units per month.					
2	Astella 955-975 Bryant St. San Francisco	8/10/2023	2021 5		185 97%			
				Studio		429	\$2,641	\$6.16
				1 BD/1 BA		720	\$3,365	\$4.67
				2 BD/2 BA		902	\$4,280	\$4.75
				3 BD/2 BA		1,050	\$5,913	\$5.63
	Tenant-Paid Utilities: Unit Features: Project Amenities: Comments:		Trash, In-Unit Electric, Sewer, Water, Gas In-Unit Washer/Dryer, LVP Flooring, Patio (Select), European Style Cabinetry, Quartz Counters, Full Tile Backsplash, Stainless Steel Appliances Resident Lounge w/Kitchen, Fitness Center, Rooftop Deck, Co-Working Space w/Conference Rooms, Pet Grooming Station, Parcel Lockers Located in the Showplace Square neighborhood of San Francisco. Property began leasing in July 2021. Garage parking is available for an additional monthly fee of \$350/space for standard spaces and \$450/space for EV spaces. Property is currently offering six weeks of free rent. Tenants are responsible for all utilities.					
3	Hanover Soma West 1140 Harrison St. San Francisco	8/10/2023	2021 7		372 96%			
				Studio		526	\$3,183	\$6.05
				1 BD/1 BA		686	\$3,582	\$5.22
				2 BD/2 BA		922	\$4,210	\$4.57
				3 BD/2 BA		1,169	-	-
	Tenant-Paid Utilities: Comments:		Trash, In-Unit Electric, Sewer, Water, Gas Tenants are responsible for all utilities. Management is currently offering 6 weeks of free rent for 12-month leases. Garage parking is \$325 per month for an unreserved space and \$375 per month for a reserved space.					

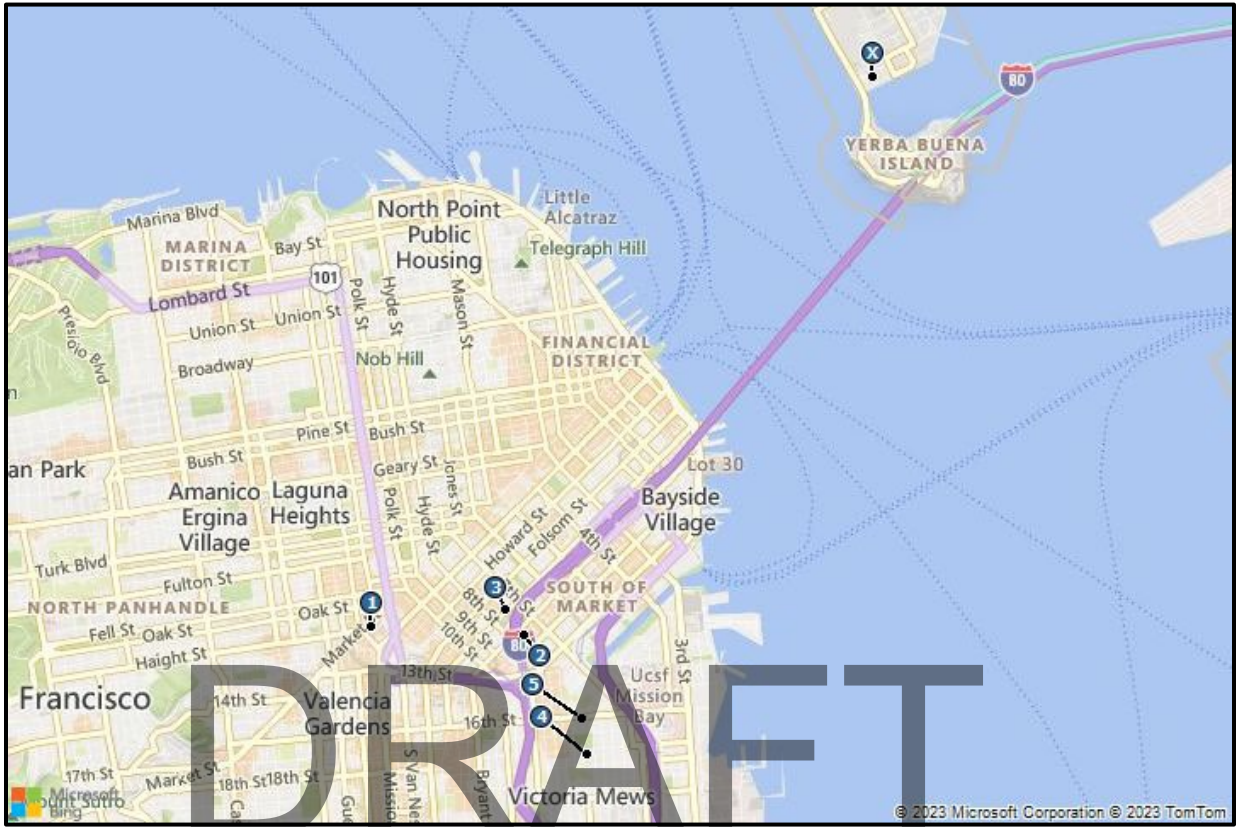
Summary of Comparable Rentals

No.	Property Name; Address	Survey Date	Yr Built; Stories	Unit Mix	# Units; % Occ.	Avg. Unit SF	Avg. Rent/ Month	Avg. Rent/ SF
4	Mason on Mariposa 1601 Mariposa St. San Francisco	8/10/2023	2020 4		299 98%			
				Studio		496	\$2,995	\$6.04
				1 BD/1 BA		755	\$3,995	\$5.29
				2 BD/2 BA		1,125	\$5,195	\$4.62
				3 BD/2 BA		1,333	\$7,025	\$5.27
	Tenant-Paid Utilities:		Water, Sewer, Trash, In-Unit Electric, Gas					
	Unit Features:		In-Unit Washer/Dryer, LVP Flooring, Patio/Balcony, European-Style Cabinetry, Quartz Counters, Full Tile Backsplash, Stainless Steel Appliances					
	Project Amenities:		Resident Lounge, Fireside Library, Co-Working Space, Reservable Conference Rooms, Fitness Center, Rooftop Deck, Game Lounge w/Wet Bar, Pet Grooming Station, Bike Storage, Parcel Lockers					
	Comments:		Located in the Potrero Hill neighborhood of San Francisco. The units have good finishes throughout and there are several property amenities including an on-site gym, swimming pool, lounge, roof terrace and business center. Garage parking is available for an additional monthly fee of \$295/space. Property is currently offering up to 6 weeks free.					
5	Alta Potrero 1301 16th St. San Francisco	8/10/2023	2020 7		172 97%			
				Studio		450	\$3,437	\$7.64
				1Bd/1Ba		602	\$3,646	\$6.06
				2Bd/2Ba		966	\$5,260	\$5.45
				3Bd/2Ba		1,252	\$6,771	\$5.41
	Tenant-Paid Utilities:		Water, Sewer, Trash, In-Unit Electric, Gas					
	Unit Features:		In-Unit Washer/Dryer, LVP Flooring, Patio/Balcony (Select), European Style Cabinetry, Quartz Counters, Quartz Backsplash, Stainless Steel Appliances					
	Project Amenities:		Resident Lounge, Fitness Center, Rooftop Deck, Co-Working Space, Conference/Dining Room, Bike Storage, Parcel Lockers, Pet Grooming Station, Laundry Lockers					
	Comments:		Located in the Potrero Hill neighborhood of San Francisco. Garage parking is available for an additional monthly fee of \$300/space. No concessions offered as of the date of survey.					

DRAFT



Comparable Rentals Map





Rent Survey 1
The Brady



Rent Survey 2
Astella



Rent Survey 3
Hanover Soma West



Rent Survey 4
Mason on Mariposa



Rent Survey 5
Alta Potrero

Rental Analysis Factors

Our analysis of the comparable rentals considers the following elements of comparison.

Rental Analysis Factors	
Tenant Paid Utilities	Utilities costs for which tenants are responsible.
Unit Size	Floor area in square feet.
Location	Market or submarket area influences on rent; surrounding land use influences.
Age/Condition	Effective age; physical condition.
Quality	Construction quality, market appeal, functional utility.
Unit Features	Features included in individual residential units.
Project Amenities	Amenities available to the entire property.

Tenants are responsible for all utilities at each of the comparable properties. All comparables are adjusted for unit size utilizing value ratios of 15% to 30% depending on the layout. The high end of the value ratio range is applied to smaller units, while lower ratios are applied to larger units. The comparables are located in SOMA and Potrero Hill and generally require upward adjustments for location when compared to Treasure Island. In addition, adjustments for age/condition are applied as necessary; though the comparables were recently constructed, they do not reflect brand new construction as of the date of rent survey. For these reasons, the comparable set generally shifts upward after adjustment.

Analysis of Comparable Rentals – C2.2

Rental Analysis Summary - Studio Units

No.	Property Name	Unit Type	Avg Unit SF	Avg Rent/Mo	Avg Rent/SF	Overall Comparison to Subject	Comment
1	The Brady	Studio	497	\$3,045	\$6.13	Inferior	Adjusted downward for size and upward for location and age/condition.
2	Astella	Studio	429	\$2,641	\$6.16	Inferior	Adjusted upward for size, location, and age/condition.
3	Hanover Soma West	Studio	526	\$3,183	\$6.05	Inferior	Adjusted downward for size and upward for location and age/condition.
4	Mason on Mariposa	Studio	496	\$2,995	\$6.04	Inferior	Adjusted downward for size and upward for location and age/condition.
5	Alta Potrero	Studio	450	\$3,437	\$7.64	Inferior	Adjusted upward for size, location, and age/condition.
Rental Ranges and Averages							
			Range	Average	Avg/SF		
Comparables			\$2,641 - \$3,437	\$3,060	–		
Concluded Market Rent				\$3,200	\$6.99		

Rental Analysis Summary - 1 BD/1 BA Units

No.	Property Name	Unit Type	Avg Unit SF	Avg Rent/Mo	Avg Rent/SF	Overall Comparison to Subject	Comment
1	The Brady	1 BD/1 BA	666	\$4,020	\$6.04	Inferior	Adjusted upward for size, location, and age/condition.
2	Astella	1 BD/1 BA	720	\$3,365	\$4.67	Inferior	Adjusted upward for size, location, and age/condition.
3	Hanover Soma West	1 BD/1 BA	686	\$3,582	\$5.22	Inferior	Adjusted upward for size, location, and age/condition.
4	Mason on Mariposa	1 BD/1 BA	755	\$3,995	\$5.29	Inferior	Adjusted downward for size, location, and age/condition.
5	Alta Potrero	1Bd/1Ba	602	\$3,646	\$6.06	Inferior	Adjusted upward for size, location, and age/condition.
Rental Ranges and Averages							
			Range	Average	Avg/SF		
Comparables			\$3,365 - \$4,020	\$3,722	-		
Concluded Market Rent				\$4,300	\$5.91		

Rental Analysis Summary - 2 BD/2 BA Units

No.	Property Name	Unit Type	Avg Unit SF	Avg Rent/Mo	Avg Rent/SF	Overall Comparison to Subject	Comment
1	The Brady	2 BD/2 BA	978	\$5,180	\$5.30	Inferior	Adjusted upward for size, location, and age/condition.
2	Astella	2 BD/2 BA	902	\$4,280	\$4.75	Inferior	Adjusted upward for size, location, and age/condition.
3	Hanover Soma West	2 BD/2 BA	922	\$4,210	\$4.57	Inferior	Adjusted upward for size, location, and age/condition.
4	Mason on Mariposa	2 BD/2 BA	1,125	\$5,195	\$4.62	Inferior	Adjusted downward for size, location, and age/condition.
5	Alta Potrero	2Bd/2Ba	966	\$5,260	\$5.45	Inferior	Adjusted upward for size, location, and age/condition.
Rental Ranges and Averages							
			Range	Average	Avg/SF		
Comparables			\$4,210 - \$5,260	\$4,825	-		
Concluded Market Rent				\$5,500	\$5.11		

Rental Analysis Summary - 3 BD/2 BA Units

No.	Property Name	Unit Type	Avg Unit SF	Avg Rent/Mo	Avg Rent/SF	Overall Comparison to Subject	Comment
1	Astella	3 BD/2 BA	1,050	\$5,913	\$5.63	Inferior	Adjusted upward for size, location, and age/condition.
2	Mason on Mariposa	3 BD/2 BA	1,333	\$7,025	\$5.27	Inferior	Adjusted upward for size, location, and age/condition.
3	Alta Potrero	3Bd/2Ba	1,252	\$6,771	\$5.41	Inferior	Adjusted upward for size, location, and age/condition.
Rental Ranges and Averages							
			Range	Average	Avg/SF		
Comparables			\$5,913 - \$7,025	\$6,570	–		
Concluded Market Rent				\$7,500	\$4.55		

Market Rent Conclusion

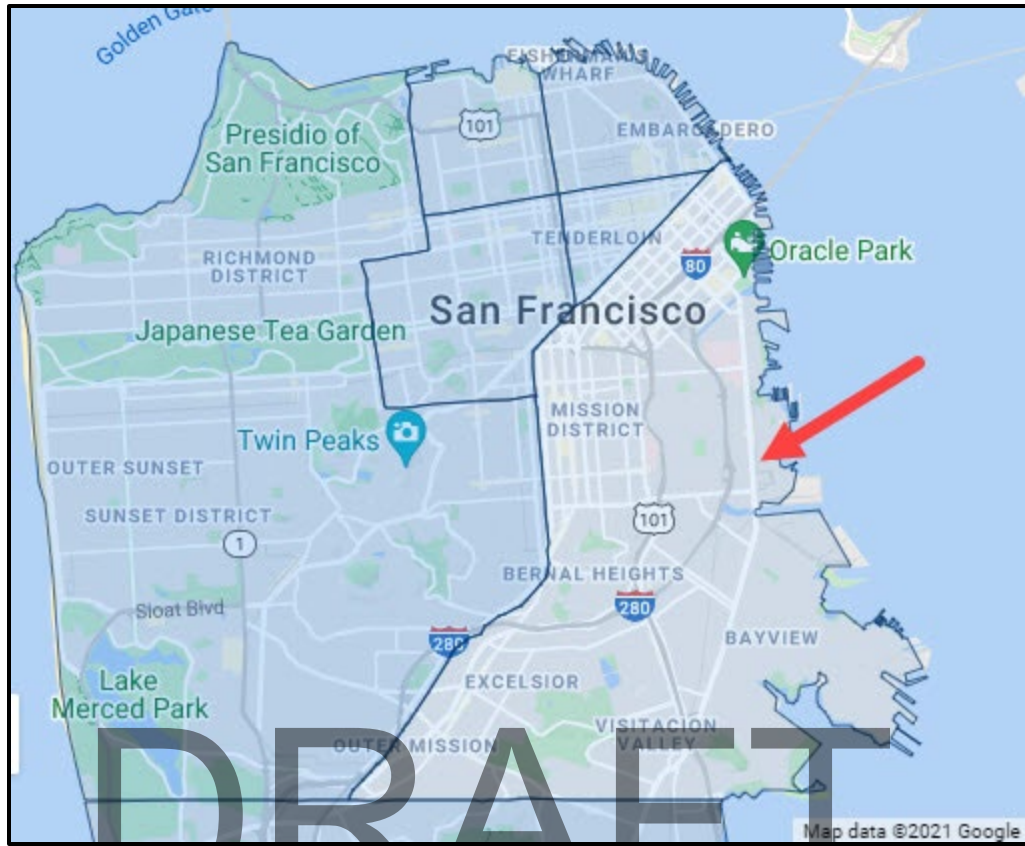
Based on the preceding analysis of comparable rentals and trends evident in the market, market rent is estimated for each unit type as shown in the table that follows. Market rent conclusions for Parcels B1 and C2.4 will be presented in upcoming sections.

Market Rent Conclusions - Parcel C2.2

Unit Type	Mkt. Rate Units	Avg. Unit Size	Market Rent/ Month	Market Rent/SF
Studio	32	458	\$3,200	\$6.99
1 BD/1 BA	83	728	\$4,300	\$5.91
2 BD/2 BA	52	1,077	\$5,500	\$5.11
3 BD/2 BA	2	1,648	\$7,500	\$4.55
Total/Avg.	169	795	\$4,499	\$5.66
Trended (1 year at 3.5% per year)			\$4,656	\$5.86

Depending on the parcel, the subject units are expected to come to market in 2024 and 2026. Therefore, we utilize data from REIS to consider trending the market rent conclusions.

The following is a map of the “South of Market” submarket as determined by REIS. The submarket includes the SoMa, Mission, Dogpatch, Mission Bay, Bernal Heights, Potrero Hill, Bayview, and Excelsior neighborhoods, among others. We have selected this submarket for comparison to the subject due to prevalence of recent multifamily construction in SoMa, Mission Bay, and Dogpatch.



The following table depicts submarket trends over the past ten years.

South of Market Multifamily Submarket Trends and Forecasts

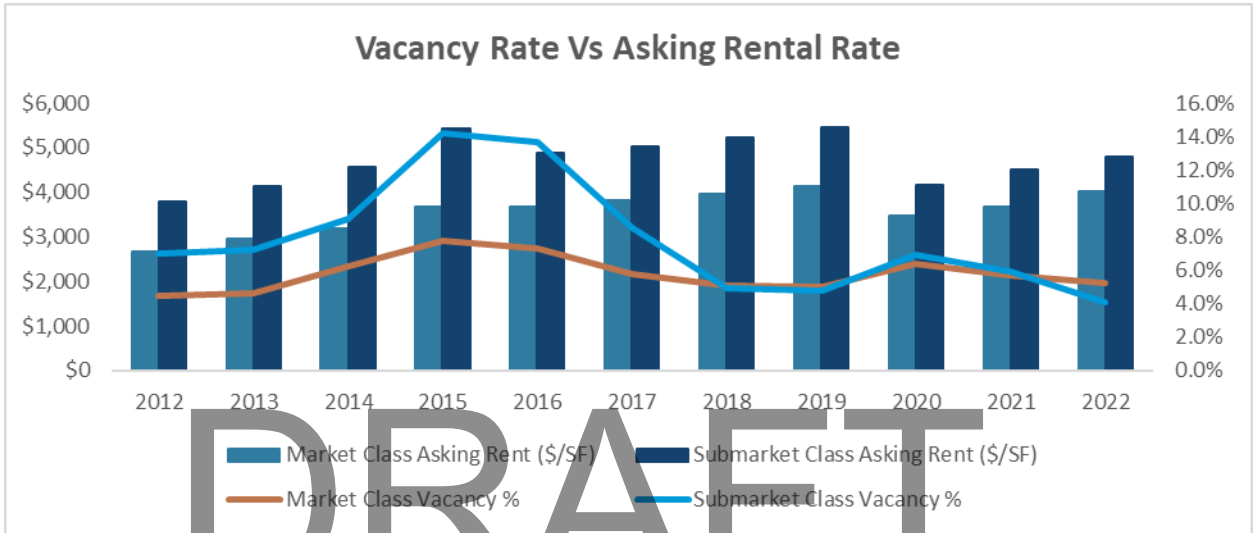
Year	Inventory (Units)	Occupancy (Units)	Vacancy (Units)	Vacancy (%)	Completions (Units)	Absorption (Units)	Effective Rent (\$/Unit)	Effective Rental Rate (% Change)	Gross Revenue (\$/Unit)
2012	16,256	15,557	699	4.3%	163	107	\$2,692	6.1%	\$2,693
2013	17,428	16,592	836	4.8%	1,172	1,035	\$3,032	12.6%	\$3,016
2014	18,340	17,258	1,082	5.9%	912	666	\$3,437	13.4%	\$3,378
2015	19,568	17,729	1,839	9.4%	1,228	471	\$4,097	19.2%	\$3,864
2016	22,179	19,754	2,425	10.9%	2,670	2,025	\$3,673	-10.4%	\$3,542
2017	23,158	21,502	1,656	7.2%	979	1,748	\$3,731	1.6%	\$3,839
2018	24,327	23,176	1,151	4.7%	1,169	1,674	\$3,964	6.2%	\$4,099
2019	25,245	24,096	1,149	4.6%	918	920	\$4,223	6.5%	\$4,250
2020	26,414	24,821	1,593	6.0%	1,169	725	\$3,274	-22.5%	\$3,241
2021	27,720	26,280	1,440	5.2%	1,306	1,459	\$3,558	8.7%	\$3,524
2022	27,720	26,715	1,005	3.6%	0	435	\$3,779	6.2%	\$3,790
2023 Q2	27,720	26,733	987	3.6%	0	53	\$3,578	-3.1%	\$3,596
2023	28,197	27,013	1,184	4.2%	477	298	\$3,654	-3.3%	\$3,643
2024	28,197	27,126	1,071	3.8%	0	113	\$3,752	2.7%	\$3,754
2025	28,453	27,258	1,195	4.2%	256	132	\$3,826	2.0%	\$3,806
2026	29,188	27,787	1,401	4.8%	735	529	\$3,904	2.0%	\$3,892
2027	29,924	28,278	1,646	5.5%	736	491	\$4,003	2.5%	\$3,955
2012 - 2022 Average	22,578	21,225	1,352	6.1%	1,062	1,024	\$3,587	4.3%	\$3,567

Source: Moody's Analytics REIS; compiled by Integra Realty Resources, Inc.



As indicated, average rental rates reached a ten-year high in 2019, with an average rate of \$4,223 per month. The pandemic drove rental rates to decline nearly 23% in 2020. Although rental rates rebounded in 2021 and 2022, the average for the SOMA submarket remains approximately 11% below 2019 rates. Rental rates are projected to show annual increases between 2% and 3% over the next five years. Average annual increases over the past ten years are 4.3%.

The following chart compares submarket effective rental and vacancy rates to the overall San Francisco market. As demonstrated, the submarket has reported slightly lower vacancy than the market overall in 2022, with consistently higher effective rental rates.



Also of note are Class A apartment statistics for the submarket; the subject will reflect Class A construction. Notably, 2022 asking rents are at \$4,807 for Class A properties, approximately 27% higher than those presented for all property classes. Rental rates for Class A properties have averaged \$4,723 over the past ten years with average annual increases of 3.17%.

South of Market Multifamily Class A Submarket Trends

Year	Inventory (Units)	Occupancy (Units)	Vacancy (Units)	Vacancy (%)	Completions (Units)	Absorption (Units)	Asking Rent (\$/Unit)	Asking Rental	
								Rate (%)	Gross Revenue (\$/Unit)
2012	8,270	7,693	577	7.0%	163	77	\$3,783	3.80%	\$3,519
2013	9,419	8,743	676	7.2%	1,149	1,050	\$4,139	9.40%	\$3,842
2014	10,331	9,388	943	9.1%	912	645	\$4,564	10.30%	\$4,147
2015	11,559	9,917	1,642	14.2%	1,228	529	\$5,427	18.90%	\$4,656
2016	14,206	12,264	1,942	13.7%	2,647	2,347	\$4,867	-10.30%	\$4,202
2017	15,185	13,899	1,286	8.5%	979	1,635	\$5,018	3.10%	\$4,593
2018	16,354	15,553	801	4.9%	1,169	1,654	\$5,212	3.90%	\$4,957
2019	16,992	16,175	817	4.8%	638	622	\$5,444	4.50%	\$5,182
2020	18,161	16,899	1,262	6.9%	1,169	724	\$4,175	-23.30%	\$3,885
2021	19,425	18,271	1,154	5.9%	1,264	1,372	\$4,517	8.20%	\$4,249
2022	19,425	18,636	789	4.1%	0	365	\$4,807	6.40%	\$4,612
2023 Q2	19,425	18,671	754	3.9%	0	45	\$4,494	-4.40%	\$4,320
2012 - 2022 Average	14,484	13,403	1,081	7.8%	1,029	1,002	\$4,723	3.17%	\$4,349

Source: Moody's Analytics REIS; compiled by Integra Realty Resources, Inc.



Given this information, and the projected construction timeline for the subject product, we have elected to trend the market rent conclusions 3.5% annually. Parcels C2.2 and C2.4 are expected to come to market in 2024; market rent conclusions for these parcels will be trended 3.5%. Parcel B1 is projected to be finished in 2026 and market rent has been adjusted upward 10.5%.

Units Subject to Rent Restrictions

Restricted Rents				
Unit Type	Income Classification	Number of Units	Maximum Rent	Rent Applied
BMR	Below Market Rate	9	\$1,372	\$1,372
Total		9		

Each of the subject's Parcels will include below market rate units, with Parcel C2.2 offering 9 BMR units, Parcel C2.4 including 24, and Parcel B1 containing 6 BMR units. According to the Developer, final income and rental rate restrictions have not yet been determined by the Mayor's Office of Housing and Community Development. However, the Developer is estimating a BMR rental rate of \$1,372 per month for Parcel C2.2 and \$1,454 for Parcel C2.4, or \$1.77 to \$1.78 per square foot. Based on these projections, we estimate a BMR rent of \$1,239 for Parcel B1 units.

Retail Market Rent Analysis – Parcel C2.2

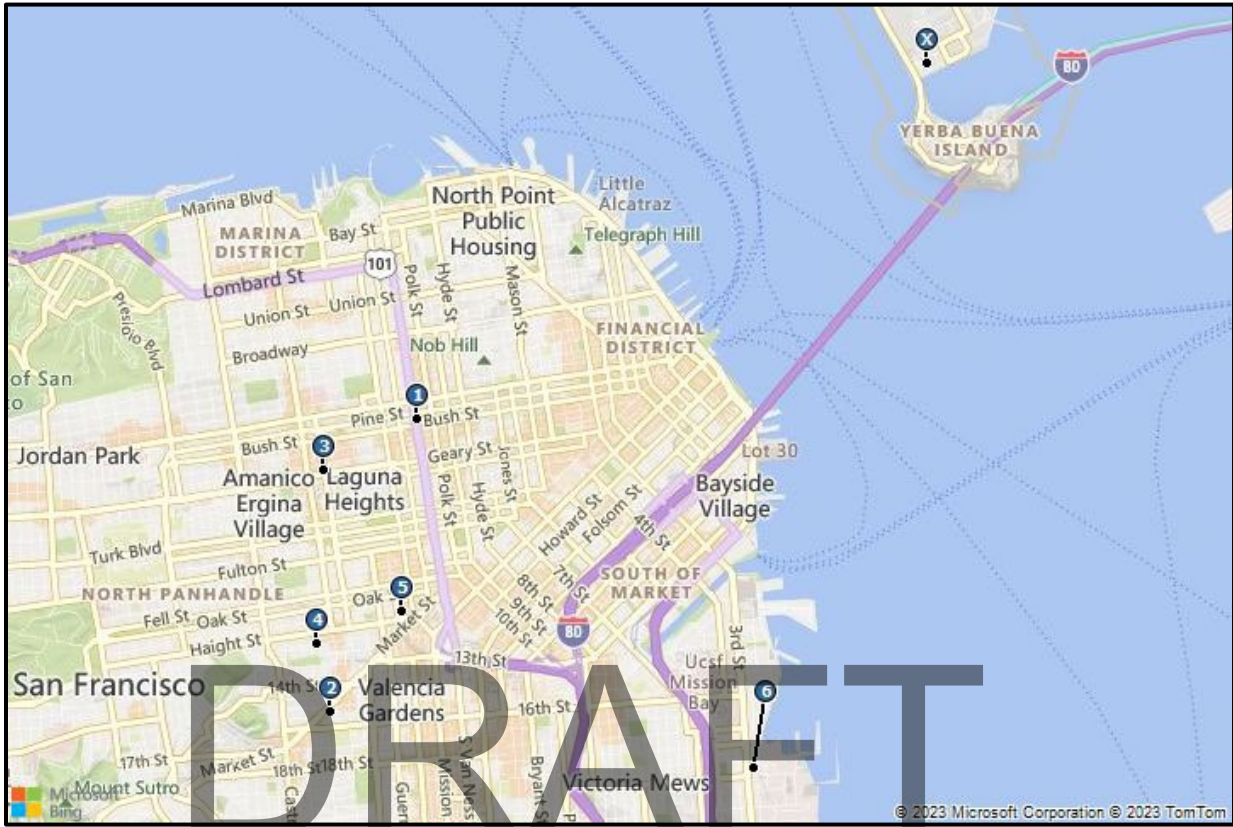
To estimate market rent for the subject's retail space, we analyze comparable rentals most relevant to the subject in terms of property type, size, and transaction date. Comparables used in our analysis are summarized in the following table. Though an effort was made to focus on new or recent construction, due to the lack of available data it was necessary to also consider older properties.

Summary of Comparable Rentals - Retail

No.	Property Information	Description	Tenant	SF	Lease Start	Term (Mos.)	Rent/SF	Escalations	Lease Type
1	1430 Van Ness Ave. 1430 Van Ness Ave. San Francisco CA	Yr Blt. 1913 Stories: 1 RA: 4,255	Active Listing	4,255	Jul-23	-	\$55.00	Fixed	Triple Net
	<i>Comments: Active listing of street-level retail space located at the corner of Van Ness and Austin Alley.</i>								
2	2195-2199 Market Street 2195-2199 Market St. San Francisco CA	Yr Blt. 1906 Stories: 3 RA: 6,495	Custom Sofa Co.	1,510	Aug-22	36	\$49.32	Fixed Steps	Modified Gross
	<i>Comments: New lease for a ground floor retail suite. The unit has a new paint job and new vinyl plank flooring. There is basement space for storage. The broker did not confirm if tenant improvements were built into the lease.</i>								
3	2301-2309 Webster St. 2301-2309 Webster St. San Francisco CA	Yr Blt. 1900 Stories: 2 RA: 4,147	Confidential	911	Jul-22	36	\$49.40	Fixed	Modified Gross
	<i>Comments: Recent lease of a ground floor retail suite. The unit was in average condition. No TI allowance or free rent was included in the rent.</i>								
4	201-211 Steiner Street 201-211 Steiner St. San Francisco CA	Yr Blt. 1900 Stories: 3 RA: 12,410	MX3 Fitness	905	Sep-21	60	\$67.90	-	Modified Gross
	<i>Comments: There was no TI allowance or free rent included in the lease.</i>								
5	188 Octavia Street 188 Octavia St. San Francisco CA	Yr Blt. 2020 Stories: 5 RA: 20,603	DM Development Partners,	1,037	Aug-21	60	\$48.00	-	Triple Net
6	Potrero Launch 2235 3rd St. San Francisco CA	Yr Blt. 2012 Stories: 4 RA: 242,185	Not Disclosed	1,840	Jul-21	-	\$52.00	Fixed	Modified Gross
	<i>Comments: New lease for ground floor commercial suite in the Potrero Launch mixed-use apartment/commercial building.</i>								

DRAFT

Comparable Rentals Map

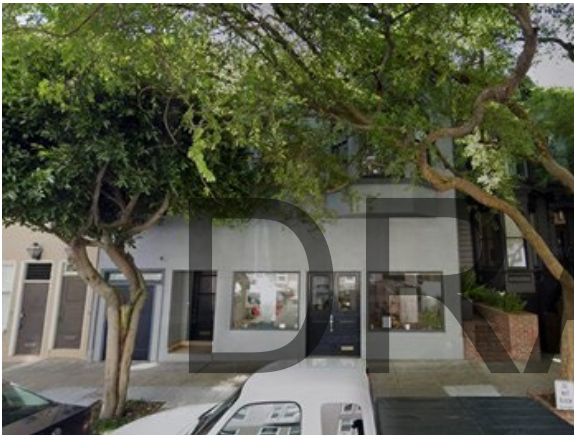




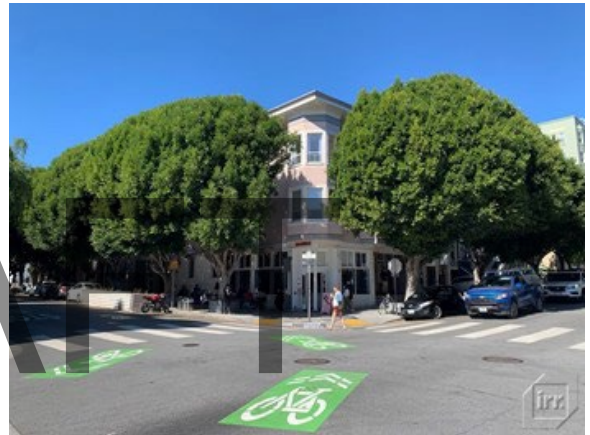
Lease 1
1430 Van Ness Ave.



Lease 2
2195-2199 Market Street



Lease 3
2301-2309 Webster St.



Lease 4
201-211 Steiner Street



Lease 5
188 Octavia Street



Lease 6
Potrero Launch

Analysis of Comparable Rentals

The following elements of comparison are considered in our analysis of the comparable rentals.

Rental Analysis Factors	
Expense Structure	Division of expense responsibilities between landlord and tenants.
Conditions of Lease	Extraordinary motivations of either landlord or tenant to complete the transaction.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.
Location	Market or submarket area influences on rent; surrounding land use influences.
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility from main thoroughfares; traffic counts.
Size	Difference in rental rates that is often attributable to variation in sizes of leased space.
Building Quality	Construction quality, amenities, market appeal, functional utility.
Age/Condition	Effective age; physical condition.
Economic Characteristics	Variations in rental rate attributable to such factors as free rent or other concessions, pattern of rent changes over lease term, or tenant improvement allowances.

Expense Structure

Comparables will be adjusted to reflect a triple net expense structure in which tenants are responsible for all expenses. Comparables 2, 3, 4, and 6 are leased on a modified gross basis and are adjusted downward.

Market Conditions

The comparable rents were signed from July 2021 and August 2022, with Comparable 1 reflecting an active listing. The rents are generally representative of current market rates as of the date signed. Market conditions have generally been stable over this time frame and no adjustments are applied for this factor.

Analysis of Comparable Rentals

The following table summarizes our analysis of each comparable.

Rental Analysis Summary - Retail

No.	Property Name; Tenant	Leased SF	Rent/SF	Overall Comparison to Subject	Comments
1	1430 Van Ness Ave. Active Listing	4,255	\$55.00	Superior	Adjusted downward for active listing status and upward for age/condition.
2	2195-2199 Market Street Custom Sofa Co.	1,510	\$49.32	Inferior	Adjusted downward for modified gross expense structure and upward for age/condition.
3	2301-2309 Webster St. Confidential	911	\$49.40	Inferior	Adjusted downward for modified gross expense structure and upward for age/condition.
4	201-211 Steiner Street MX3 Fitness	905	\$67.90	Superior	Adjusted downward for modified gross expense structure.
5	188 Octavia Street DM Development Partners,	1,037	\$48.00	Similar	Adjusted upward slightly for age/condition.
6	Potrero Launch Not Disclosed	1,840	\$52.00	Similar	Adjusted downward for modified gross expense structure and upward for age/condition.

Retail Market Rent Conclusion

Based on the preceding analysis of comparable rentals and trends evident in the market, we conclude market lease terms for the subject as follows.

Concluded Market Lease Terms

Space Type	Market			Rent	Lease Type	Lease	Free Rent	TI/SF
	SF	Rent	Measure	Escalations		Term (Mos.)	(Mos.)	New
Retail	1,555	\$45.00	\$/SF/Yr	3% annually	Triple Net	36	3	\$30.00

Stabilized Income and Expenses – Parcel C2.2

Potential Gross Rent - Apartments

The following table summarizes the potential gross rent from the apartment units based on market rent applied to vacant units. Figures presented below reflect the 12-month period following the effective date of the appraisal.

Potential Gross Rent

Unit Type	Total Units	Market Rent/Unit (1)	Potential Rent at Market (1)
Market Rate Units			
Vacant Units			
Studio	32	\$3,200	\$1,228,800
1 BD/1 BA	83	\$4,300	\$4,282,800
2 BD/2 BA	52	\$5,500	\$3,432,000
3 BD/2 BA	2	\$7,500	\$180,000
Total Vacant	169	\$4,499	\$9,123,600
Total - Market Rate Units	169	\$4,499	\$9,123,600
Trended (1 year at 3.5% per year)		\$4,656	\$9,442,926
Restricted Units			
Leased Units			
Vacant Units			
BMR-Below Market Rate	9	\$1,372	\$148,176
Total Vacant	9	\$1,372	\$148,176
Total - Restricted Units	9	\$1,372	\$148,176
Grand Total	178	\$4,490	\$9,591,102

¹ For restricted units, the figures in these columns are the lesser of maximum allowable rent, or market rent assuming no restrictions.

For purposes of the direct capitalization analysis that follows, potential gross rent for the apartment units is based on market rent.

Concessions

Concessions have historically been uncommon in this market; however, new projects offering concessions during their initial lease-up phases in order to drive absorption tend to force stabilized projects to also offer some degree of concessions in order to maintain occupancy. Notably, there is no new market rate product in the subject's immediate submarket (Treasure Island) outside of the subject property.

While the subject property will offer concessions to drive lease-up during the initial absorption period, we anticipate that concessions will no longer be necessary at the subject property once the property has reached stabilization. As such, our market rent conclusions do not reflect ongoing concessions, nor

is there a deduction for concessions in the Year 1 income projections. Lease up costs are included as part of the Developer's costs in the upcoming analysis.

Potential Gross Rent - Retail Space

Potential rental income from the retail space is summarized next.

Space Type	SF	Potential Rent at Contract (1)		Potential Rent at Market		Contract as % of Market
		Annual	\$/SF/Yr	\$/SF/Yr	Annual	
Retail	1,555	\$69,975	\$45.00	\$45.00	\$69,975	100%
Total Subject	1,555	\$69,975	\$45.00	\$45.00	\$69,975	100%

¹ Contract rent for leased space; vacant space at market.

For direct capitalization purposes, potential gross rent for the retail space is based on market rent.

Expense Reimbursements - Apartments

Apartment tenants reimburse the owner for all utility expenses. Expense recoveries from the apartment tenants are estimated at \$369,735 based on our projected expenses for the subject.

Expense Reimbursements - Retail

The retail tenants reimburse the owner for their pro-rata share of real estate taxes, insurance, common area maintenance, and general/administrative expenses. Retail reimbursement income is estimated at \$35,468 based on projected expenses.

Vacancy & Collection Loss

Please refer to the *Multifamily Market Overview* section for a detailed discussion of market and/or submarket vacancy factors. Market conditions have been improving over the past two years as the local market recovers from the pandemic. Based on the relative proportions of multifamily and retail space at the subject, an allowance for stabilized vacancy and collection loss is estimated at 5.0%.

Other Income

The other income category includes any other income from the property including revenues from application fees and miscellaneous sources. Parcel C2.4 is expected to offer other amenities that will generate additional revenue. These include charges for electric vehicle parking, bike storage, roof top event space and solarium (available for rent), and a yoga room and office space, both of which may be privately reserved.

Other income is projected at \$200 per unit, net of vacancy and rent loss, based on comparable projects.

In addition, each of the multifamily properties have parking spaces available for rent. Based on parking rental rates at recently constructed multifamily projects in San Francisco, we have selected a monthly rental rate of \$375 per parking space. A summary of parking revenue by Parcel is provided below.

Parking Revenue			
Parcel	No. of Spaces	Monthly Rent	Total Revenue
Parcel C2.2	92	\$375	\$414,000
Parcel C2.4	124	\$375	\$558,000
Parcel B1	70	\$375	\$315,000

Effective Gross Income

Based on the preceding estimates of gross income less allowances if any for vacancy, collection loss, and concessions, effective gross income is calculated \$10,012,566 for Parcel C2.2.

Operating Expenses

Operating expenses are estimated based on expense data from comparable properties, as summarized in the following tables.

DRAFT

Operating History and Projections - Parcel C2.2

	IRR Projection
Income	
Rental Income - Apartments	\$9,591,102
Rental Income - Retail	69,975
Expense Reimbursements - Apartments	369,735
Expense Reimbursements - Retail	35,468
Potential Gross Income	\$10,066,280
Vacancy & Collection Loss @ 5.0%	-503,314
Net Parking Income	414,000
Other Income	35,600
Effective Gross Income	\$10,012,566
Expenses	
Real Estate Taxes	\$2,264,369
Insurance	133,500
Utilities	373,800
Repairs/Maintenance	356,000
Payroll/Benefits	231,400
Advertising & Marketing	71,200
General/Administrative	133,500
Management	200,251
Replacement Reserves	44,500
Total Expenses	\$3,808,520
Net Operating Income	\$6,204,046
Operating Expense Ratio**	37.6%
**Replacement reserves, if any, are excluded from total expenses for purposes of determining the Operating Expense Ratio.	

Please note, Special Taxes for the subject are included in the “Real Estate Taxes” line item; Special Tax amounts for each Parcel are detailed in the table on the following page.

Expense Analysis per Unit

	Comp Data*					Subject
	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Projected Expenses
Year Built	2016	2017	2016	2020	2022	–
Number of Units	75	87	121	172	116	178
					Pro-forma	
Operating Data Type	In Place	In Place	In Place	In Place	Owner	
Year	2021	2021	2021	2022	2022	IRR Projection
Real Estate Taxes	\$5,498	\$7,519	\$7,519	\$8,149	\$4,551	\$12,721
Insurance	\$671	\$792	\$720	\$1,434	\$187	\$750
Utilities	\$2,293	\$3,121	\$2,041	\$2,731	\$2,139	\$2,100
Repairs/Maintenance	\$2,368	\$2,124	\$3,335	\$2,114	\$1,889	\$2,000
Payroll/Benefits	\$171	\$3,358	\$2,400	\$3,083	\$0	\$1,300
Advertising & Marketing	\$296	\$382	\$350	\$934	\$103	\$400
General/Administrative	\$78	\$1,509	\$621	\$653	\$189	\$750
Management	\$1,045	\$1,379	\$681	\$1,047	\$1,462	\$1,125
Replacement Reserves	\$0	\$0	\$0	\$188	\$0	\$250
Total	\$12,420	\$20,184	\$17,666	\$20,333	\$10,520	\$21,396
Operating Expense Ratio	45.8%	44.4%	61.4%	52.2%	28.7%	37.6%

The above comparables are each located within the City of San Francisco and reflect multifamily properties with ground floor retail. Management is estimated at 2.0% of effective gross income, while replacement reserves are projected at \$250 per unit. As the definition of market value presumes a sale, ad valorem taxes are calculated by applying the subject's tax rate to the conclusion of market value. Direct assessments and special taxes as a result of CFD No. 2016-1 (Treasure Island) are also considered. A summary of Special Taxes by Parcel is provided below.

Calculation of CFD Tax - Multifamily Residential / Mixed Use

Parcel	Residential	No. of	Total SF	Retail Tax		Annual Tax -	Total	Total Tax
	Tax per SF	Units		Annual Tax -	per SF			
	(2023)	(Market)	(Market)	Residential	(2023)	Retail SF	(All)	(All)
Parcel C2.2	\$3.21	169	134,115	\$431,156	\$1.73	1,555	178	\$2,437
Parcel C2.4	\$3.21	226	189,765	\$610,061	\$1.73	1,250	250	\$2,449
Parcel B1	\$3.21	111	97,942	\$314,866	\$1.73	4,785	117	\$2,762

Capitalization Rate Selection

A capitalization rate is used to convert net income into an indication of value. Selection of an appropriate capitalization rate considers the future income pattern of the property and investment risk associated with ownership. Information from the overall capitalization rate comparables is presented in the following table.

Capitalization Rate Comparables

No.	Property Name	City	Year Built	Sale Date	No. Units	Price/Unit	Cap Rate
1	Scotia Apartments	San Jose	2020	March-23	55	\$568,182	4.25%
2	Alice House	Oakland	2020	December-22	79	\$500,000	3.75%
3	The Edge	Oakland	2022	December-22	91	\$516,484	3.55%
4	Santana Terrace	Santa Clara	2020	October-22	114	\$576,087	3.60%
5	Bell South City	South San Francisco	2019	May-22	260	\$792,308	3.25%
6	Bell Mt Tam	Corte Madera	2019	December-21	180	\$866,667	3.00%
Indicated Cap Rate Range:						3.00% - 4.25%	
Average (Mean) Cap Rate:						3.57%	

The overall capitalization rate is the rate at which an investor of an income-producing property will see a return on capital used to buy a particular property/investment. Thus, the capitalization rate can reasonably be viewed as a function of risk. A high risk implies a high possibility of investment loss; a property with high risk will have a high capitalization rate causing a lower selling price or value than one with a relatively low risk factor, all else being equal.

Attributes such as location, building area, visibility/accessibility, condition, effective age and overall quality are taken into account when determining a capitalization rate for the subject property. Also considered when deriving a capitalization rate for an income-producing property is deferred maintenance, security of the income stream (terms of leases and strength of tenants), as well as general economic conditions and local market conditions.

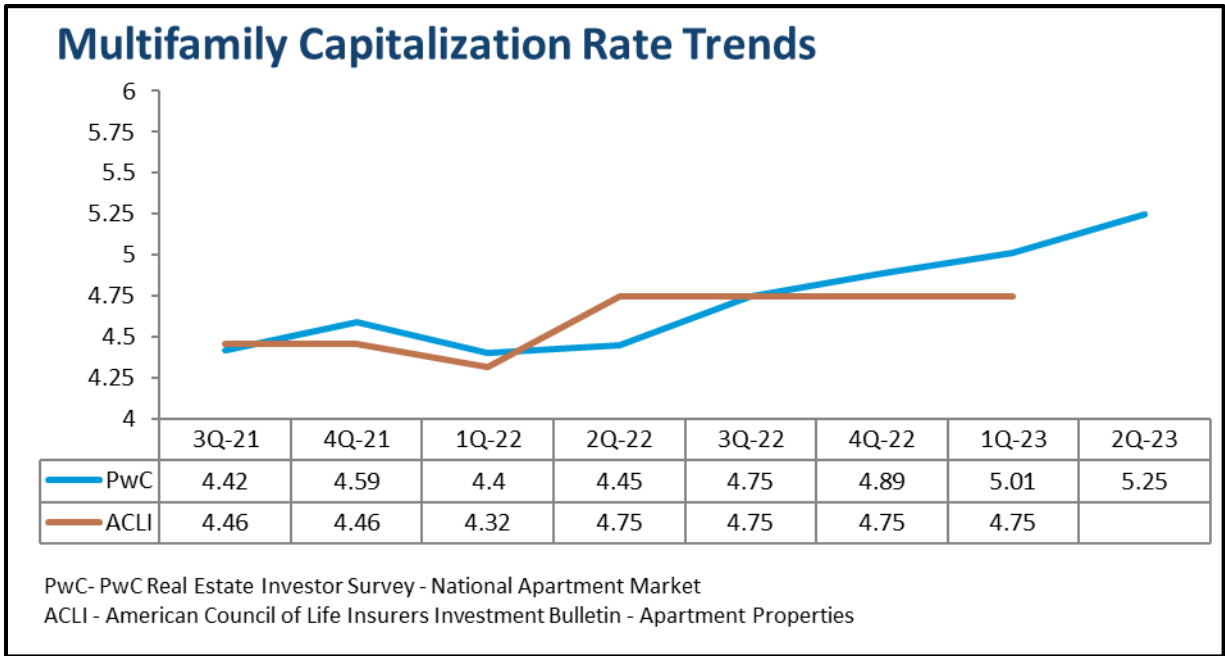
Our search for comparables focused on recently constructed properties in the Bay Area. Sales 5 and 6 traded with notable loss to lease, and the stabilized capitalization rates for these properties were trending towards the mid- to high-3.00% range. The subject will reflect new construction on Treasure Island. While the subject will have no immediate competition (it is the only newly constructed market rate product on the island), this product is also new to Treasure Island. Considering current macroeconomic conditions, a proforma capitalization rate toward the higher end of the range is appropriate.

To determine a capitalization rate for the subject we have also examined capitalization rate information published in national surveys and conducted a band of analysis, presented below and on the following page.

Capitalization Rate Surveys – Multifamily Properties

	IRR-ViewPoint National Urban Multifamily	IRR-ViewPoint National Suburban Multifamily	PwC 2Q-23 National Apartment	ACLI 1Q-23 National Apartment
Range	3.50% - 6.50%	3.50% - 7.25%	3.75% – 8.00%	NA
Average	4.85%	4.98%	5.25%	5.09%

Source: IRR-Viewpoint 2023; PwC Real Estate Investor Survey; American Council of Life Insurers Investment

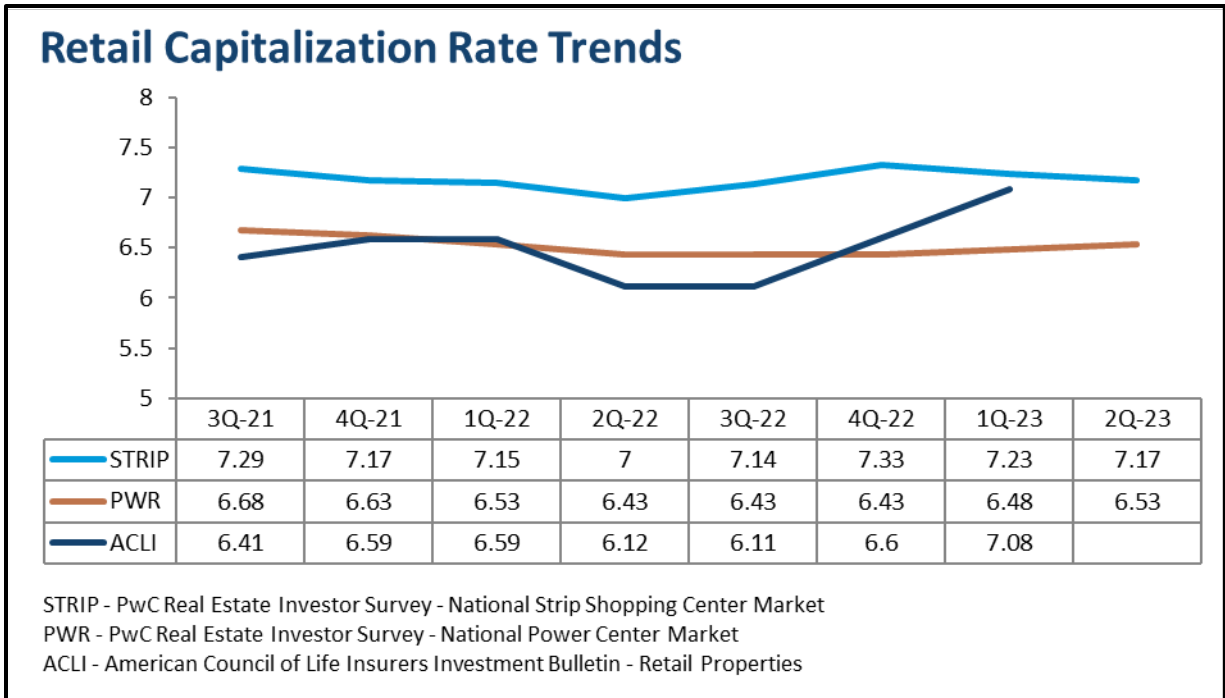


Capitalization Rate Surveys – Retail Properties

	IRR-ViewPoint Natl Regional Mall	IRR-ViewPoint Natl Neighborhood Retail	IRR-ViewPoint Natl Community Retail Center	PwC 2Q-23 National Strip Shopping Center	PwC 2Q-23 National Power Center	ACLI 1Q-23 National Retail
Range	5.25% - 9.75%	4.75% - 9.00%	4.75% - 8.75%	5.00% - 10.00%	5.50% - 7.50%	NA
Average	7.31%	7.00%	6.95%	7.17%	6.53%	7.08%

Source: IRR-Viewpoint 2023; PwC Real Estate Investor Survey; American Council of Life Insurers Investment Bulletin.





It should be noted that Bay Area capitalization rates often trend lower than national indicators.

Market Participant Interviews

Over the course of our research, we have conducted interviews with market participants familiar with the subject and competitive properties, and broader market.

Market Participant Survey - Capitalization Rates

Respondent	Cap Rate	Comments
Institutional Property Advisors	4.50% - 5.00%	Capitalization rates for institutional grade assets in the Bay Area have returned to the 4.00% range due to aggressive interest rate hikes implemented by the Federal Reserve. With fixed rate debt in the mid 5.00%, activity has slowed significantly, and deals that were negotiated earlier this year could not be replicated at the same terms today. Oversupplied urban core areas were hit hard operationally during the pandemic, resulting in further price impairment. Most sellers are expected to hold if possible, opting instead to refinance, recapitalize, or seek loan extensions. Those who are forced to sell will have to accept discounts. This is a transitional market which is not expected to stabilize for at least 6 to 12 months in the future. Lay-offs and hiring freezes in the technology sector are likely to spread to other sectors, impacting renter income. Buyers have a low threshold for negative leverage, and are looking for positive leverage by Year 3. As a result, there is minimal buyer interest in unstabilized or operationally-troubled assets. It is possible, however, to generate buyer interest in a basis play. Activity will likely pick up again in the second half of 2023, as owners are beginning to express interest in selling this year. Cap rates have increased 100 basis points over the past year, and buyers are targeting capitalization rates in the low 5.00% range, but expects rates to settle in the mid- to upper-4.00% range for the foreseeable future.
JLL	4.75% - 5.00%	There is minimal interest from institutional buyers presently, and the buyer pool for sub-\$50 million deals is wider. Capitalization rates for Class A urban core and core plus deals currently range from 4.75% to 5.00%, with properties in Oakland expected to achieve rates at the higher end of this range due to oversupply issues and political headwinds. Rent growth is expected to be flat in the coming year, with gradual increases back to normal trends in 2025.
JLL	4.50% - 5.00%	Capitalization rates have increased significantly over the past 6 to 12 months, concurrent with increases in interest rates. Buyers are willing to tolerate negative leverage for one or two years, but are targeting a 5.50% by Year 2 or 3. The going in rate can in the mid- to high 4.00% range if there is a compelling value-add story that will get the property to a 5.00% at the end of Year 1, and 5.50% by Year 2.
Indicated Cap Rate Range	4.50% - 5.00%	



To reach a capitalization rate conclusion, we consider each of the following investment risk factors to gauge its impact on the rate. The direction of each arrow in the following table indicates our judgment of an upward, downward, or neutral influence of each factor.

Capitalization Rate Summary and Conclusions

Risk Factor	Issues	Impact on Rate
Income Characteristics	Stability of occupancy, above/below market rents, rent control. Market rent is utilized in this analysis. Though there is near term risk associated with ground floor retail space, the retail component is minimal compared to multifamily space.	↔
Competitive Market Position	Construction quality, appeal, condition, effective age, functional utility. The subject will reflect new, Class A construction.	↓
Location	Market area demographics and life cycle trends; proximity issues; access and support services. The subject is located on Treasure Island, which is undergoing major redevelopment (of which the subject is a part).	↓↔
Market	Vacancy rates and trends; rental rate trends; supply and demand. Macroeconomic factors increase risk. Rental rates are recovering but remain below 2019 highs.	↑↔
Highest & Best Use	Upside potential from redevelopment, adaptation, expansion. The subject will reflect new construction consistent with the highest and best use of the property.	↔
Overall Impact		↔

We summarize the capitalization rate indicators derived from the preceding data below.

Capitalization Rate Conclusion

Method	Capitalization Rate Indication
Analysis of Comparable Sales	3.00% - 4.25%
National Investor Surveys	3.50% - 6.50%
Market Participant Interviews	4.50% - 5.00%
Primary Weight	Market Participant Interviews
Secondary Weight	Comparable Sales
Conclusion	4.00%

Direct Capitalization Analysis – Parcel C2.2

Net operating income is divided by the capitalization rate to indicate the stabilized value of the subject. Valuation of the subject by direct capitalization is shown in the table that follows.

Direct Capitalization Analysis - Parcel C2.2

	Annual	\$/Unit
INCOME		
Rental Income - Apartments	\$9,591,102	\$53,883
Rental Income - Retail	\$69,975	\$393
Expense Reimbursements - Apartments	\$369,735	\$2,077
Expense Reimbursements - Retail	\$35,468	\$199
Potential Gross Income	\$10,066,280	\$56,552
Vacancy & Collection Loss 5.00%	-\$503,314	-\$2,828
Net Parking Income	\$414,000	\$2,326
Other Income	\$35,600	\$200
Effective Gross Income	\$10,012,566	\$56,250
EXPENSES		
Real Estate Taxes	\$2,264,369	\$12,721
Insurance	\$133,500	\$750
Utilities	\$373,800	\$2,100
Repairs/Maintenance	\$356,000	\$2,000
Payroll/Benefits	\$231,400	\$1,300
Advertising & Marketing	\$71,200	\$400
General/Administrative	\$133,500	\$750
Management 2.00%	\$200,251	\$1,125
Replacement Reserves	\$44,500	\$250
Total Expenses	\$3,808,520	\$21,396
NET OPERATING INCOME	\$6,204,046	\$34,854
Capitalization Rate	4.00%	
Indicated Value	\$155,101,139	\$871,355
Rounded	\$155,100,000	\$871,348

Lease up costs, including concessions, will be considered as part of the developer's costs in the upcoming extraction analysis.

Utilizing the same methodology as Parcel C2.2, direct capitalization analyses for Parcels B1 and C2.4 are provided on the following pages.

DRAFT

Direct Capitalization – Parcel B1

The same comparable set is utilized for Parcel B1. Location and age/condition adjustments are consistent with those applied to Parcel C2.2, while adjustments for unit size are specific to B1 units. The following table summarizes our conclusions of market rent. It is noted Parcel B1 will enjoy a location proximate to the ferry, as well as excellent views of the of San Francisco Bay; these factors have been considered in our market rent conclusion.

Market Rent Conclusions - Parcel B1

Unit Type	Mkt. Rate Units	Avg. Unit Size	Market	
			Rent/ Month	Market Rent/SF
Studio	2	400	\$3,100	\$7.75
1 BD/1 BA	83	818	\$4,500	\$5.50
2 BD/2 BA	26	1,125	\$5,650	\$5.02
Total/Avg.	111	882	\$4,744	\$5.38
Trended (3 years at 3.5% per year)			\$5,260	\$5.96

As noted, an updated unit mix was requested but not provided. The above square footages for the one and two bedroom floor plans are appraiser assumptions based upon the total taxable residential square footage for Parcel B1. If additional information is provided, these assumptions may change.

As discussed, construction of Parcel B1 is expected to be complete in 2026. Market rent is trended upward 3.5% per year over three years.

Restricted Rents

Unit Type	Income Classification	Number of Units	Maximum Rent	Rent Applied
BMR	Below Market Rate	6	\$1,239	\$1,239
Total		6		

Market rent for retail space is consistent with the analysis for Parcel C2.2 at \$45 per square foot, per year, triple net.

Direct Capitalization Analysis - Parcel B1

		Annual	\$/Unit
INCOME			
Rental Income - Apartments		\$7,095,418	\$60,645
Rental Income - Retail		\$215,325	\$1,840
Expense Reimbursements - Apartments		\$234,613	\$2,005
Expense Reimbursements - Retail		\$108,410	\$927
Potential Gross Income		\$7,653,767	\$65,417
Vacancy & Collection Loss	5.00%	-\$382,688	-\$3,271
Net Parking Income		\$315,000	\$2,692
Other Income		\$23,400	\$200
Effective Gross Income		\$7,609,478	\$65,038
EXPENSES			
Real Estate Taxes		\$1,747,387	\$14,935
Insurance		\$87,750	\$750
Utilities		\$245,700	\$2,100
Repairs/Maintenance		\$234,000	\$2,000
Payroll/Benefits		\$152,100	\$1,300
Advertising & Marketing		\$46,800	\$400
General/Administrative		\$87,750	\$750
Management	2.00%	\$152,190	\$1,301
Replacement Reserves		\$29,250	\$250
Total Expenses		\$2,782,926	\$23,786
NET OPERATING INCOME		\$4,826,552	\$41,253
Capitalization Rate		4.00%	
Indicated Value		\$120,663,808	\$1,031,315
Rounded		\$120,700,000	\$1,031,624

Direct Capitalization – Parcel C2.4

Finally, the direct capitalization approach is presented for Parcel C2.4.

Market Rent Analysis

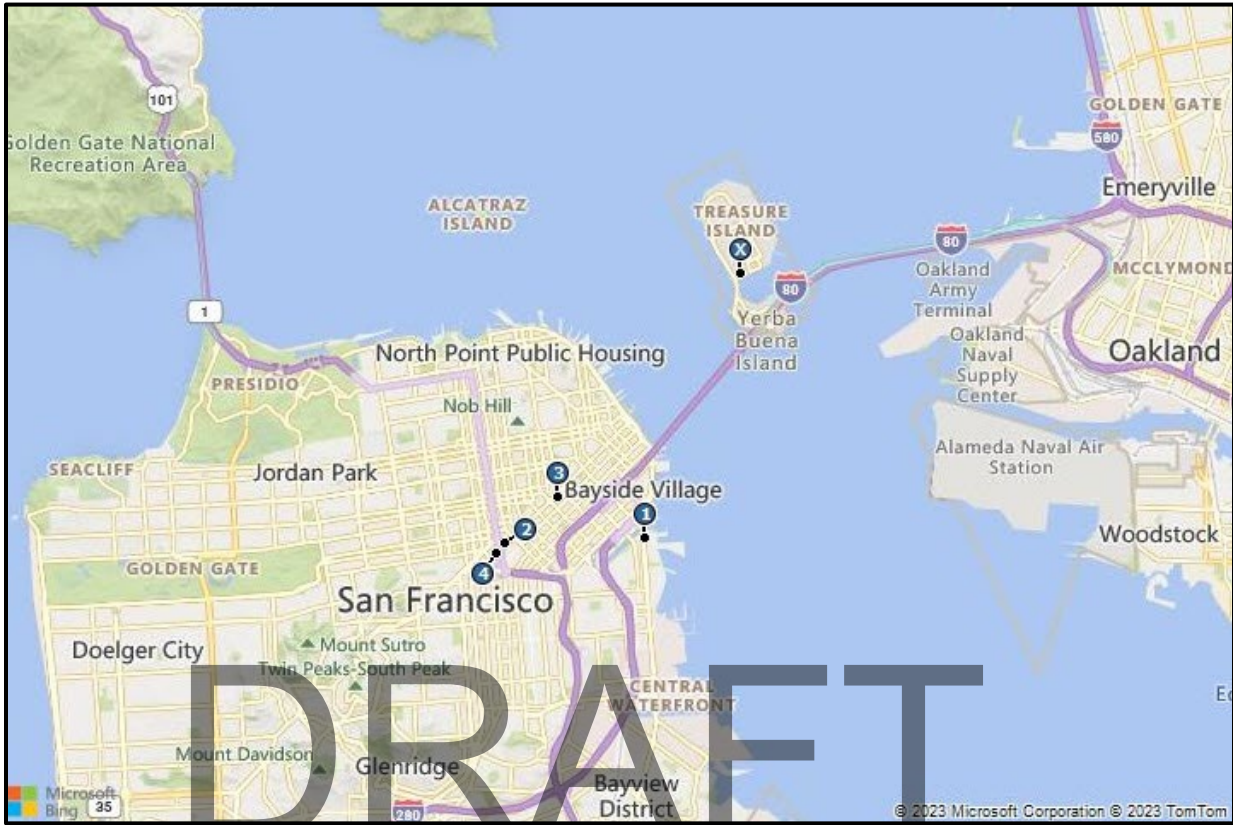
Because Parcel C2.4 is a 14-story tower over a five story podium with excellent views of the San Francisco Bay and skyline, a separate comparable set is utilized to determine market rent for this parcel. Our search for comparables focused on mid-to-high rise newly constructed Class A properties. The most relevant comparables are summarized in the following table.

DRAFT

Summary of Comparable Rentals

No.	Property Name; Address	Survey Date	Yr Built; Stories	Unit Mix	# Units; % Occ.	Avg. Unit SF	Avg. Rent/ Month	Avg. Rent/ SF
1	The Canyon 1023 3rd St. San Francisco	8/14/2023	2023 23		283 10%			
				Studio		549	\$3,534	\$6.44
				1 BD/1 BA		605	\$4,569	\$7.55
				2 BD/2 BA		903	\$6,500	\$7.20
				3 BD/2 BA		1,262	\$7,750	\$6.14
	Tenant-Paid Utilities:		Trash, In-Unit Electric, Sewer, Water, Gas					
	Project Amenities:		Bike Storage Room, Co-Working Space, Dog Run/Spa, Electric Car Charging Station, Fitness Center, Resident Lounge, Roofdeck/Sundeck, Security/Door Staff					
	Comments:		Class A mixed use property with 283 residential units, approximately 85,000 SF of office space, and 58,000 SF of retail space; 102 of the apartments are BMR units. The property is currently in lease-up, with the first move-in occurring on 6/1/23. Management is offering 8 weeks of free rent plus \$1,500 for a look and lease.					
2	Fifteen Fifty 1500 Mission St. San Francisco	8/11/2023	2020 40		550 98%			
				Studio		416	\$3,325	\$7.99
				1 BD/1 BA		650	\$4,300	\$6.62
				2 BD/ 2 BA		1,105	\$6,500	\$5.88
				3 BD/2 BA		1,445	\$8,200	\$5.67
	Tenant-Paid Utilities:		Trash, In-Unit Electric, Sewer, Water, Gas					
	Unit Features:		Dishwasher, Granite/Quartz Counters, Range - Gas, Refrigerator, Stainless Steel Appliances, Washer/Dryer In Unit, Window Blinds/Shades, Wood Floors					
	Project Amenities:		BBQ Grill/Picnic Area, Bike Storage Room, Co-Working Space, Electric Car Charging Station, Fitness Center, Garage/In Building, Package System/Lockers/Rm, Recreational Amenities, Resident Lounge, Roofdeck/Sundeck, Swimming Pool, Library, Screening Room					
	Comments:		Management is offering 6 weeks free plus 2 additional weeks for a look and lease. Tenant is responsible for all utilities.					
3	The George 434 Minna St. San Francisco	8/11/2023	2022 20		302 95%			
				Studio		467	\$2,860	\$6.12
				1 BD/ 1 BA		885	\$4,445	\$5.02
				2 BD/2 BA		983	\$5,210	\$5.30
	Tenant-Paid Utilities:		Water, Sewer, Trash, In-Unit Electric, Gas					
	Unit Features:		Dishwasher, Granite/Quartz Counters, Microwave, Patio/Balcony/Deck, Range - Gas, Refrigerator, Stainless Steel Appliances, Vinyl Plank Floors (LVT/LVP), Washer/Dryer In Unit, Window Blinds/Shades					
	Project Amenities:		Bike Storage Room, Co-Working Space, Electric Car Charging Station, Fitness Center, Garage/In Building, Package System/Lockers/Rm, Resident Lounge, Pet Grooming Stations, Clubroom, Private Bar, Library					
	Comments:		Management is offering up to two months of free rent for move-ins before the end of August. Garage parking is \$500 per month.					
4	Chorus 30 Otis St. San Francisco	8/10/2023	2021 20		416 94%			
				Studio		467	\$3,130	\$6.70
				1 BD/1 BA		692	\$3,679	\$5.32
				2 BD/2 BA		999	\$6,837	\$6.84
				3 BD/2 BA		1,146	\$6,495	\$5.67
	Tenant-Paid Utilities:		Trash, In-Unit Electric, Sewer, Water, Gas					
	Comments:		New Class A high-rise luxury property with good quality, modern finishes and features. Amenities include rooftop terrace and pool, hot tub, fitness center, outdoor training area, lobby restaurant/cafe, coworking space, lounge, game room, rooftop solarium, valet parking, on-demand housekeeping, concierge. Currently offering \$2,000 look and lease special. The property opened in August 2021.					

Comparable Rentals Map





Rent Survey 1
The Canyon



Rent Survey 2
Fifteen Fifty



Rent Survey 3
The George



Rent Survey 4
Chrous

Rental Analysis Factors

Our analysis of the comparable rentals considers the following elements of comparison.

Rental Analysis Factors	
Tenant Paid Utilities	Utilities costs for which tenants are responsible.
Unit Size	Floor area in square feet.
Location	Market or submarket area influences on rent; surrounding land use influences.
Age/Condition	Effective age; physical condition.
Quality	Construction quality, market appeal, functional utility.
Unit Features	Features included in individual residential units.
Project Amenities	Amenities available to the entire property.

The comparables are located in the SOMA and Mission Bay neighborhoods, with upward location adjustments required for those in SOMA. In addition, comparables are adjusted for unit size and age/condition. Overall, the Canyon in Mission Bay is the most similar comparable to the subject project in terms of community appeal, quality, and views.

Analysis of Comparable Rentals – C2.4

Rental Analysis Summary - Studio Units

No.	Property Name	Unit Type	Avg Unit SF	Avg Rent/Mo	Avg Rent/SF	Overall Comparison to Subject	Comment
1	The Canyon	Studio	549	\$3,534	\$6.44	Similar	Adjusted slightly downward for size.
2	Fifteen Fifty	Studio	416	\$3,325	\$7.99	Inferior	Adjusted upward for size, location, and age/condition.
3	The George	Studio	467	\$2,860	\$6.12	Inferior	Adjusted upward for size, location, and age/condition.
4	Chorus	Studio	467	\$3,130	\$6.70	Inferior	Adjusted upward for size, location, and age/condition.
Rental Ranges and Averages							
			Range	Average	Avg/SF		
Comparables			\$2,860 - \$3,534	\$3,212	-		
Concluded Market Rent				\$3,500	\$6.60		

Rental Analysis Summary - 1 BD/1 BA Units

No.	Property Name	Unit Type	Avg Unit SF	Avg Rent/Mo	Avg Rent/SF	Overall Comparison to Subject	Comment
1	The Canyon	1 BD/1 BA	605	\$4,569	\$7.55	Similar	Adjusted upward for size.
2	Fifteen Fifty	1 BD/1 BA	650	\$4,300	\$6.62	Inferior	Adjusted upward for size, location, and age/condition.
3	The George	1 BD/1 BA	885	\$4,445	\$5.02	Inferior	Adjusted downward for size and upward for location and age/condition.
4	Chorus	1 BD/1 BA	692	\$3,679	\$5.32	Inferior	Adjusted upward slightly for size and upward for location and age/condition.
Rental Ranges and Averages							
			Range	Average	Avg/SF		
Comparables			\$3,679 - \$4,569	\$4,248	-		
Concluded Market Rent				\$4,500	\$6.38		

Rental Analysis Summary - 2 BD/2 BA Units

No.	Property Name	Unit Type	Avg Unit SF	Avg Rent/Mo	Avg Rent/SF	Overall Comparison to Subject	Comment
1	The Canyon	2 BD/2 BA	903	\$6,500	\$7.20	Similar	Adjusted upward for size.
2	Fifteen Fifty	2 BD/2 BA	1,105	\$6,500	\$5.88	Inferior	Adjusted downward for size and upward for location and age/condition.
3	The George	2 BD/2 BA	983	\$5,210	\$5.30	Inferior	Adjusted slightly upward for size and upward for location and age/condition.
4	Chorus	2 BD/2 BA	999	\$6,837	\$6.84	Inferior	Adjusted slightly upward for size and upward for location and age/condition.
Rental Ranges and Averages							
			Range	Average	Avg/SF		
Comparables			\$5,210 - \$6,837	\$6,262	-		
Concluded Market Rent				\$6,800	\$6.79		

Rental Analysis Summary - 3 BD/2 BA Units

No.	Property Name	Unit Type	Avg Unit SF	Avg Rent/Mo	Avg Rent/SF	Overall Comparison to Subject	Comment
1	The Canyon	3 BD/2 BA	1,262	\$7,750	\$6.14	Similar	Adjusted upward for size.
2	Fifteen Fifty	3 BD/2 BA	1,445	\$8,200	\$5.67	Inferior	Adjusted downward slightly for size and upward for location and age/condition.
3	Chorus	3 BD/2 BA	1,146	\$6,495	\$5.67	Inferior	Adjusted upward for size, location, and age/condition.
Rental Ranges and Averages							
			Range	Average	Avg/SF		
Comparables			\$6,495 - \$8,200	\$7,482	-		
Concluded Market Rent				\$8,000	\$5.71		

Market Rent Conclusion

Based on the preceding analysis of comparable rentals and trends evident in the market, market rent is estimated for each unit type as shown in the table that follows.

Market Rent Conclusions - Parcel C2.4

Unit Type	Mkt. Rate Units	Avg. Unit Size	Market Rent/ Month	Market Rent/SF
Studio	25	530	\$3,500	\$6.60
1 BD/1 BA	86	705	\$4,500	\$6.38
2 BD/2 BA	113	1,001	\$6,800	\$6.79
3 BD/2 BA	2	1,400	\$8,000	\$5.71
Total/Avg.	226	840	\$5,570	\$6.63
Trended (1 year at 3.5% per year)			\$5,765	\$6.87

As the project will be complete in 2024, our market rent conclusions are trended upward 3.5%.

Restricted Rents

Unit Type	Income Classification	Number of Units	Maximum Rent	Rent Applied
BMR	Below Market Rate	24	\$1,454	\$1,454
Total		24		

Based on the preceding analyses, market rent for the retail space is determined to be \$45 per square foot, per year, triple net.

DRAFT

Direct Capitalization Analysis - Parcel C2.4

		Annual	\$/Unit
INCOME			
Rental Income - Apartments		\$16,054,290	\$64,217
Rental Income - Retail		\$56,250	\$225
Expense Reimbursements - Apartments		\$521,857	\$2,087
Expense Reimbursements - Retail		\$30,609	\$122
Potential Gross Income		\$16,663,006	\$66,652
Vacancy & Collection Loss	5.00%	-\$833,150	-\$3,333
Net Parking Income		\$558,000	\$2,232
Other Income		\$50,000	\$200
Effective Gross Income		\$16,437,856	\$65,751
EXPENSES			
Real Estate Taxes		\$3,712,465	\$14,850
Insurance		\$187,500	\$750
Utilities		\$525,000	\$2,100
Repairs/Maintenance		\$500,000	\$2,000
Payroll/Benefits		\$325,000	\$1,300
Advertising & Marketing		\$100,000	\$400
General/Administrative		\$187,500	\$750
Management	2.00%	\$328,757	\$1,315
Replacement Reserves		\$62,500	\$250
Total Expenses		\$5,928,723	\$23,715
NET OPERATING INCOME		\$10,509,133	\$42,037
Capitalization Rate		4.00%	
Indicated Value		\$262,728,327	\$1,050,913
Rounded		\$262,700,000	\$1,050,800

Lease up costs, including concessions, will be considered as part of the developer's costs in the upcoming extraction analysis.

A summary of the market value, as if stabilized, of the subject's proposed residential/retail improvements via the direct capitalization analyses is provided below.

Summary of Direct Capitalization Analyses - Multifamily Residential/Retail

Parcel	Stabilized Value	No. of Units	\$/Unit
Parcel C2.2	\$155,100,000	178	\$871,348
Parcel C2.4	\$262,700,000	250	\$1,050,800
Parcel B1	\$120,700,000	117	\$1,031,624

As further support for our improved value conclusions, we searched for multifamily residential transactions in Bay Area within the past four years. Our search included properties with at least 50 units.

As will be demonstrated, our value conclusion for Parcel C2.2 falls within the comparable range, while the conclusions for Parcels B1 and C2.4 fall just above the top of the comparable range. Given the subject will reflect new construction with significant views of the San Francisco Bay, City skyline, Alcatraz, and Golden Gate Bridge, and considering the prospective dates of completion, our value conclusions appear reasonable.

DRAFT

Summary of Comparable Improved Sales

No.	Name/Address	Sale Date; Status	Yr. Blt.; # Stories; % Occ.	# Units; Rentable SF; Avg Unit SF	Sale Price	\$/Unit; \$/SF	Cap Rate
1	Bell South City 400 Cypress Ave. South San Francisco San Mateo County CA	May-22 Closed	2019 6 93%	260 233,543 898	\$206,000,000	\$792,308 \$882.06	3.25%
<p><i>Comments: May 2022 sale of a 260-unit Class A apartment property in South San Francisco previously marketed as Cadance and renamed to Bell South City upon sale. Property does not have a ground floor commercial or BMR/affordable housing requirement. Broker reports the property went into contract prior to the significant increases in interest rates; however, the buyer did not want to risk compromising their reputation by re-trading. Property was reportedly stabilized and had some upside. Buyer was reportedly willing to pay a slightly above-market price given recent changes to market conditions. The going-in capitalization rate for the transaction was in the low 3.00% range (the broker did not confirm the actual rate), trending towards a mid-3.00% capitalization rate after correction of loss-to-lease.</i></p>							
2	Hillside Village 1797-1801 Shattuck Ave. Berkeley Alameda County CA	Jan-22 Closed	2005 4 97%	94 65,865 691	\$66,675,000	\$709,309 \$1,012.30	–
<p><i>Comments: Sale of a mixed-use building located immediately northwest of the University of California Berkeley campus. Property includes 94 apartment units and 9,863 SF of ground floor commercial. The capitalization rate for the transaction was not disclosed.</i></p>							
3	Bell Mt. Tam 199 Tamal Vista Blvd. Corte Madera Marin County CA	Dec-21 Closed	2017 4 95%	180 186,520 1,036	\$156,000,000	\$866,667 \$836.37	3.00%
<p><i>Comments: December 2021 sale of a 180-unit Class A mixed-use property in Corte Madera. The property had a 3,100 SF retail space occupied by a local and boutique grocery store. There are 18 BMRs (10%). The broker opined that the grocery store was an amenity to the building, and added minimal value to the property overall. The going in capitalization rate was 3.00%; however, this was trending towards a 3.60%–3.65% after correction of loss to lease.</i></p>							
4	Mosso 900 Folsom St. San Francisco San Francisco County CA	Oct-19 Closed	2014 8 94%	463 364,485 799	\$310,500,000	\$670,626 \$851.89	3.90%
<p><i>Comments: October 2019 sale of a 463-unit apartment property with 8,000 SF of ground floor retail space. There are 69 affordable units at the property (15%). According to a broker familiar with the transaction, this was considered a core-plus asset with some upside associated with interior upgrades and loss to lease capture that influenced the in-place capitalization rate. The pro-forma cap rate at stabilization was closer to 4.45% to 4.50%.</i></p>							
5	O&M 680 Indiana St. San Francisco San Francisco County CA	Sep-19 Closed	2017 5 99%	116 107,379 926	\$80,340,000	\$692,586 \$748.19	3.95%
<p><i>Comments: Sale of a mixed-use building located in the Dogpatch neighborhood of San Francisco. The building includes 116 apartment units (17 units of which are BMR units due to a 15% BMR requirement) and 1,900 square feet of ground floor commercial. The broker reports the building is a boutique property that was acquired by a private exchange buyer. Economic indicators are based on in-place income and expenses at the time of sale. Contract rents were slightly below market and the transaction supports a proforma capitalization rate of 4.2% after accounting for the loss to lease capture.</i></p>							
6	Jasper 45 Lansing St. San Francisco San Francisco County CA	May-19 Closed	2016 40 97%	320 303,826 949	\$306,500,000	\$957,813 \$1,008.80	3.40%
<p><i>Comments: May 2019 sale of a Class A, 40-story, 320-unit multifamily project in the SoMa district. The project was constructed in 2016 and was 97% occupied at the time of sale. Community amenities include a swimming pool, lounge, movie theater, business center, fitness center, valet, and pet care station. The broker opines that the rate was low because there are very few opportunities to purchase an asset of this one's type, scale, and location. There was no retail space and no affordable component. There were no conditions that impacted the sale price, and there was no financing.</i></p>							

Extraction Analysis

Extraction (residual) analyses are employed to determine the market value of the subject's multifamily land by Parcel. An extraction (residual) analysis takes into account revenue, direct and indirect construction costs, accrued depreciation, and developer's incentive in order to arrive at an estimate of land value. The elements of the extraction technique are discussed below.

Revenue

The market value as if stabilized was provided in the previous sections for Parcels B1, C2.2, and C2.4. A summary of the market value conclusions is provided below.

Summary of Direct Capitalization Analyses - Multifamily Residential/Retail

Parcel	Stabilized Value	No. of Units	\$/Unit
Parcel C2.2	\$155,100,000	178	\$871,348
Parcel C2.4	\$262,700,000	250	\$1,050,800
Parcel B1	\$120,700,000	117	\$1,031,624

Direct and Indirect Construction Costs

The next step in the extraction technique is to estimate typical costs associated with the construction of multifamily improvements.

Construction costs are generally classified into direct and indirect costs. Direct costs reflect the cost of labor and materials to build the project. Direct costs generally are lower per square foot for larger floor plans, all else being equal, due to economies of scale. Indirect items are the carrying costs and fees incurred in developing the project and during the construction cycle. Construction quality and market-segment are significant factors that affect direct construction costs. In addition, national/public builders, which are able to achieve lower costs due to the larger scale in which orders are placed, routinely achieve lower direct costs. Recent conversations with builders confirm construction costs have increased over the last several years.

Regarding indirect costs, the following list itemizes some of the typical components that generally comprise indirect costs:

- Architectural and engineering fees for plans, plan checks, surveys and environmental studies;
- Appraisal, consulting, accounting, and legal fees;
- The cost of carrying the investment in land and contract payments during construction. If the property is financed, the points, fees or service charges and interest on construction loans are considered;
- All-risk insurance;
- The cost of carrying the investment in the property after construction is complete, but before sell-out is achieved.

Indirect costs can vary widely as a percentage of the direct costs, as indicated in the comparable expense tables below and on the following page.

The developer's budget best considers the intricacies of the subject proposal. However, Bay Area cost comparables will be presented for comparison purposes, followed by the developer's budget.

Multifamily Cost Comparables

Location	Size (Gross SF)	Direct Costs	Indirect Costs	% of Direct Costs	Total Cost	Product Type
Alameda	70,000 - 79,999	\$379	\$104	27%	\$483	LIHTC
Oakland	120,000 - 129,999	\$359	\$131	36%	\$490	LIHTC
San Jose	20,000 - 29,999	\$354	\$149	42%	\$503	LIHTC
Cupertino	10,000 - 19,999	\$342	\$206	60%	\$548	LIHTC
Redwood City	130,000 - 139,000	\$416	\$153	37%	\$569	LIHTC
San Jose	100,000 - 109,999	\$463	\$109	24%	\$572	LIHTC
Oakland	30,000 - 39,999	\$462	\$184	40%	\$646	LIHTC
San Francisco	110,000 - 119,999	\$438	\$145	33%	\$583	LIHTC
Fairfax	40,000 - 49,999	\$582	\$111	19%	\$693	LIHTC
San Francisco	100,000 - 109,999	\$509	\$134	26%	\$643	LIHTC
San Francisco	140,000 - 149,999	\$795	\$150	19%	\$945	Market
San Francisco	300,000 - 309,999	\$410	NA	NA	NA	Market
San Carlos	30,000 - 39,999	\$428	\$42	10%	\$470	Market
San Jose	190,000 - 199,999	\$641	\$159	25%	\$800	Market

The previous comparables reflect a mix of for-rent and for-sale attached product. Direct costs vary substantially, with a median of \$433 per square foot. Indirect costs range from 10% to 60%, with a median of 30%.

The developer's budget was provided by parcel. Depending on the use, the developer's direct cost estimates range from approximately \$675 to \$825 per square foot. Based on the comparable data previously presented, and our review of the developer's budget, we have selected a market driven direct cost of **\$790** per square foot for the subject's multifamily residential/retail space on Parcel B1, **\$755** per square foot for Parcel C2.2, and **\$760** per square foot on Parcel C2.4.

The developer's estimate of indirect costs as a percentage of direct costs also varies by Parcel but generally range from approximately 15% to 30%. Based upon the developer's budget, which best considers the intricacies of the subject property, and the cost comparables previously presented, we estimate indirect costs at **20%** of direct costs. Please note, indirect costs are inclusive of lease up costs.

Accrued Depreciation

For new construction on the subject, an allocation for depreciation (physical, functional, or economic) is not applicable.

Developer's Incentive

According to industry sources, developer's incentive (profit) historically has ranged anywhere from 5% to 25%. Profit is based on the perceived risk associated with the development. Low profit expectations are typical for projects focused on more affordable product with faster sales rates. Higher profit expectations are common in projects with more risk such as developments where sales rates are slower, project size produces an extended holding period, or the product type is considered weak or untested.

Elements affecting profit include location, supply/demand, anticipated risk, construction time frame and project type. Another element considered in profit expectations is for the development stage of a project. First phases typically generate a lower profit margin due to cautious or conservative pricing, as new projects in competitive areas must become established to generate a fair market share. Additionally, up front development costs on first phases can produce lower profit margins.

Positive attributes of the subject property include approved entitlements and a suburban location with San Francisco Bay and Skyline views.

There are generally few "negative" attributes associated with the subject property, other than the potential for further deterioration in market conditions in the retail and multifamily sector that would result from a change in macroeconomic factors (e.g., unemployment rates, interest rates, etc.). The San Francisco multifamily market continues to recover from the pandemic, though rental rates remain below 2019 highs. Recovery has also varied greatly by neighborhood, with projects located in residential areas outside of the downtown core faring the best. In addition, construction costs have recently been outpacing gains in multifamily rental rates. Based on the characteristics of the subject property, we estimate developer's incentive of **15%** of the value as if at stabilized occupancy.

Conclusion

Our estimates of finished lot value for the subject's multifamily Parcels via the extraction analysis are presented below and on the following page.

Cost Analysis Parcel B1			
Direct Costs	94,499	at \$790	\$74,654,210
Indirect Costs		at 20%	\$14,930,842
Total Direct & Indirect Costs			\$89,585,052
Developer's Incentive		at 15% of MV	\$18,105,000
Total Project Costs			\$107,690,052
Rounded			\$107,700,000

Extraction Analysis - Parcel B1 - Multifamily Use

Market Value as if Stabilized	\$120,700,000
Less: Construction & Lease up Costs	<u>(\$107,700,000)</u>
Indicated Land Value	\$13,000,000

Construction is well underway on Parcel C2.2; the following analysis considers direct and indirect costs incurred to date.

Cost Analysis Parcel C2.2 (Hawkins)

Direct Costs	142,959	at	\$755	\$107,934,045
<u>Indirect Costs</u>		at	20%	<u>\$21,586,809</u>
Total Direct & Indirect Costs				\$129,520,854
<u>Less: Costs Spent to Date</u>				<u>(\$37,757,750)</u>
Remaining Costs				\$91,763,104

Developer's Incentive		at	15% of MV	\$23,265,000
-----------------------	--	----	-----------	--------------

Total Remaining Project Costs				\$115,028,104
Rounded				\$115,000,000

Extraction Analysis - Parcel C2.2 (Hawkins) - Multifamily Use

Market Value as if Stabilized	\$155,100,000
Less: Construction & Lease up Costs	<u>(\$115,000,000)</u>
Indicated Land Value	\$40,100,000

Construction costs incurred to date are also considered in the analysis for Parcel C2.4

Cost Analysis Parcel C2.4 (Tidal House)

Direct Costs	215,356	at	\$760	\$163,670,560
<u>Indirect Costs</u>		at	20%	<u>\$32,734,112</u>
Total Direct & Indirect Costs				\$196,404,672
<u>Less: Costs Spent to Date</u>				<u>(\$75,060,000)</u>
Remaining Costs				\$121,344,672

Developer's Incentive		at	15% of MV	\$39,405,000
-----------------------	--	----	-----------	--------------

Total Remaining Project Costs				\$160,749,672
Rounded				\$160,700,000

Extraction Analysis - Parcel C2.4 (Tidal House) - Multifamily Use

Market Value as if Stabilized	\$262,700,000
Less: Construction & Lease up Costs	<u>(\$160,700,000)</u>
Indicated Land Value	\$102,000,000

A summary of our land value conclusions is provided below.

Summary of Land Residual Values

Parcel	Land Residual	Use	Units	\$/Unit
Parcel C2.2	\$40,100,000	Multifamily	178	\$225,281
Parcel C2.3	\$27,380,000	Condominium	85	\$322,118
Parcel C2.4	\$102,000,000	Multifamily	250	\$408,000
Parcel C3.4	\$49,770,000	Condominium	148	\$336,284
Parcel B1	\$13,000,000	Multifamily	117	\$111,111

With the exception of Parcels C2.4 and C2.2, which are substantially under construction, the above conclusions are compared to comparable land sales in San Francisco. Our search focused on sales for projects with more than 50 units proposed.

DRAFT

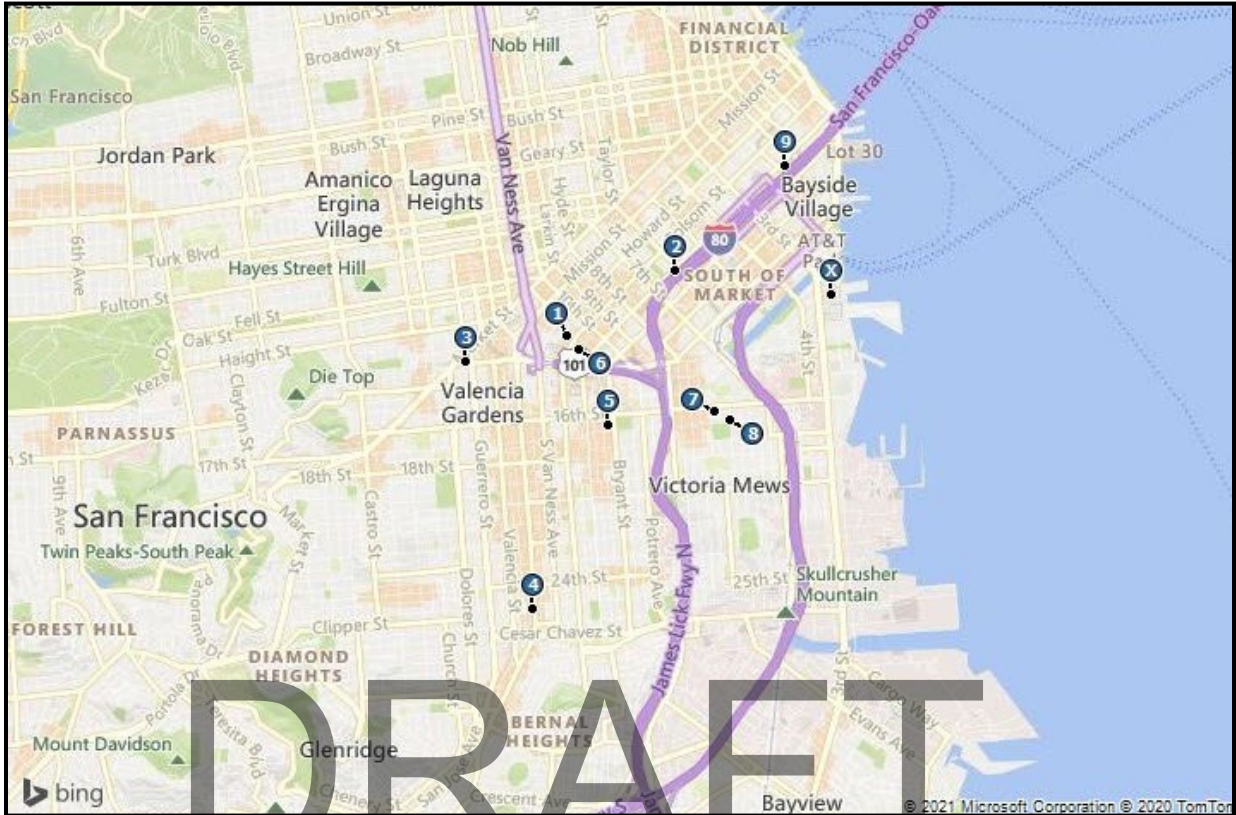
Summary of Comparable Land Sales - Residential use

No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Zoning	\$/Unit	\$/SF Land
1	Proposed Residential 135 Kissling St. San Francisco San Francisco County CA	Jan-21 In-Contract	\$25,000,000	48,337 1.11	Residential Enclave / West SOMA Mixed Use	\$125,000	\$517.20
<i>Comments: Four contiguous parcels improved with industrial buildings are reportedly in-contract. The property is marketed as a redevelopment opportunity with potential for 200 residential units, equating to an asking price of \$125,000 per unit.</i>							
2	988 Harrison St. San Francisco San Francisco County CA	Nov-20 Closed	\$11,000,000	12,990 0.30	Mixed Use Residential	\$122,222	\$846.81
<i>Comments: Property was entitled for 90 multifamily units at the time of sale, 13 of which are expected to be affordable (14%). Project will also include 3,000 SF of ground floor retail. Construction is expected to be finished in early 2023.</i>							
3	1939 Market Site 1939 Market St. San Francisco San Francisco County CA	Mar-20 Closed	\$12,000,000	11,761 0.27	NCT	\$150,000	\$1,020.32
<i>Comments: March 2020 sale of a redevelopment site at Market and Guerrero Streets. The property is improved with a 13,300 SF meeting hall that will be leased back by the seller for 24 months. The City of San Francisco purchased the property with the intent to develop a mixed-use development with at least 80 multifamily units. The property will be 100% affordable upon completion; however, was not encumbered by affordable housing restrictions as of the date of sale and sold for a unrestricted market-rate sales price. It appears that the project was not yet entitled at time of sale.</i>							
4	2918-2922 Mission Street 2918-2922 Mission St. San Francisco San Francisco County CA	Apr-19 Closed	\$13,500,000	11,653 0.27	NCT	\$180,000	\$1,158.50
<i>Comments: Sale of a redevelopment site that was fully entitled for redevelopment with an 8-story apartment building with 75 units (8 of which will be BMR units). At the time of sale, the property was improved with a 5,220 SF laundromat that no longer contributed value to the site and will be demolished. Seller took the property through the entitlement process, which took over 5 years due to resistance from neighborhood groups wanting the existing laundromat designated as a historic resource.</i>							
5	321 Florida Street 309-367 Florida St. San Francisco San Francisco County CA	Dec-18 Closed	\$11,200,000	19,998 0.46	Urban Mixed Use	\$74,172	\$560.06
<i>Comments: Property was not entitled at the time of sale and is currently a parking lot. Buyer is proposing to construct a mixed use project which would include 151 apartment units within 9 stories with 1,577 SF of ground floor retail space. The proposal includes a density bonus which would apply a 35% increase in density over the base project (112 units). As of January 2020, the proposal is under review with the planning and zoning department.</i>							

Summary of Comparable Land Sales

No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Zoning	\$/Unit	\$/SF Land
6	333 12th St San Francisco San Francisco County CA	Apr-18 Closed	\$17,500,000	30,056 0.69	Wsoma Mixed Use - General	\$87,500	\$582.25
<i>Comments: Buyer is proposing 200 apartment units and took the property through the entitlement process prior to sale. The buyer exercised an option and the contract price was set in 2016. The project, known as City Gardens, will include a mix of two and four bedroom apartments. There was a 21,630 SF industrial improvement on the property at the time of sale which will be demolished.</i>							
7	Potrero Flats 1301 16th St. San Francisco San Francisco County CA	Dec-17 Closed	\$28,280,000	38,600 0.89	Urban Mixed Use	\$94,582	\$732.64
<i>Comments: Property was entitled at the time of sale. Buyer constructed 299 apartment units within a 4-story improvement; 60 of the units are affordable (20%). The project is known as Mason at Mariposa and includes a mix of studios and one, two, and three-bedroom units.</i>							
8	88 Arkansas St San Francisco San Francisco County CA	Jan-17 Closed	\$26,000,000	19,998 0.46	Urban Mixed Use	\$204,724	\$1,300.13
<i>Comments: The property was entitled at the time of sale for 127 apartment units and two commercial units within a 5-story improvement. The project will include 25 affordable units (20%). There was a 13,000 SF industrial building on the property at the time of sale which will be demolished.</i>							
9	525 Harrison St San Francisco San Francisco County CA	Jan-17 Closed	\$36,000,000	12,998 0.30	Rincon Hill Downtown Residential	\$175,610	\$2,769.66
<i>Comments: True buyer is Zhuguang Properties US, LLC, a subsidiary of Zhuguang Group which is based in Guangzhou China. At the time of sale, the property was fully entitled for 205 apartments, 15% of which will be affordable. The project will have a four-level subterranean parking garage with 103 parking spaces which will rely on mechanical lifts and car elevators. There is an existing 16,000 SF improvement on the property which will be demolished. The site is adjacent to Interstate 80.</i>							

Comparable Land Sales Map – Proposed Multifamily Use



The comparable land sales range from \$74,172 to \$204,724, unadjusted. Typical inclusionary housing for the comparable sales ranges from 15% to 20%, while the subject BMR component is between 5% and 10%.

Construction costs have recently been rising at a faster pace than rental rates. Conversations with the local developers confirm that it is very difficult to justify the feasibility of multifamily residential construction in the current market. However, the subject is entitled for a mix of for sale and for rent housing, and the land values of each parcel are positive.

Market Value by Parcel

The preceding analyses derived estimates of residual land value, as if all infrastructure was in place and available to serve the developable Parcels. In order to estimate the market value of each Parcel, the remaining infrastructure costs to be completed will be deducted on a pro rata share basis of each Parcel's improved land value; this will result in a residual market value for each Parcel.

According to the development budget provided by the Master Developer, total infrastructure needed for TCO for Improvement Areas No. 1, 2, and 3 is \$390,887,368, of which \$24,953,757 in costs remain. The Master Developer has allocated \$12,837,669 in remaining costs specifically to Improvement Area 2, given that Improvement Areas 1 and 3 each contribute payments to such costs. The following table provides an allocation of Improvement Area No. 2's backbone infrastructure costs by Parcel based on pro rata share of acreage.

Pro Rata Share of Infrastructure			
Parcel	Acreage	Pro Rata Share	Remaining Costs
Parcel C2.2	1.12	21.5%	\$2,763,746
Parcel C2.3	0.83	15.9%	\$2,040,479
Parcel C2.4	0.84	16.1%	\$2,070,422
Parcel C3.4	1.41	26.9%	\$3,457,973
Parcel B1	1.02	19.5%	\$2,505,049
	5.22	100.0%	\$12,837,669

Based previous table, the estimates of market value, by Parcel, are shown as follows:

Market Value by Parcel					
Parcel	Owner	Use	Improved Land Value	Infrastructure Cost Allocation	Residual Market Value (Rd.)
Parcel C2.2	TI Lot 8, LLC	Multifamily	\$40,100,000	(\$2,763,746)	\$37,300,000
Parcel C2.3	Poly (USA) Real Estate Development Corp.	Condominium	\$27,380,000	(\$2,040,479)	\$25,300,000
Parcel B1	Poly (USA) Real Estate Development Corp.	Multifamily	\$13,000,000	(\$2,505,049)	\$10,500,000
Parcel C2.4	TI Lot 10, LLC	Multifamily	\$102,000,000	(\$2,070,422)	\$99,900,000
Parcel C3.4	TI Lots 3-4, LLC	Condominium	\$50,400,000	(\$3,457,973)	\$46,900,000
			\$232,880,000	(\$12,837,669)	\$219,900,000

Final Opinion of Value

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value, as of August 4, 2023, is as follows:

Value Conclusion			
Appraised Property	Ownership	Appraisal Premise	Value Conclusion
Parcel C2.2 (178 multifamily units)	TI Lot 8, LLC	Market Value, subject to a Hypothetical Condition	\$37,300,000
Parcel C2.3 (85 condominium units)	Poly (USA) Real Estate Development Corp.	Market Value, subject to a Hypothetical Condition	\$25,300,000
Parcel B1 (117 multifamily units, retail)	Poly (USA) Real Estate Development Corp.	Market Value, subject to a Hypothetical Condition	\$10,500,000
Parcel C2.4 (250 multifamily units)	TI Lot 10, LLC	Market Value, subject to a Hypothetical Condition	\$99,900,000
Parcel C3.4 (148 condominium units)	TI Lots 3-4, LLC	Market Value, subject to a Hypothetical Condition	\$46,900,000
Total Aggregate, or Cumulative, Value, subject to a Hypothetical Condition, of CFD No. 2016-1, Improvement Area 2			\$219,900,000

Please note, the above values presume the Parcels are not marketed concurrently.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. The valuation analysis presented herein uses estimates of average rentable or developable square footage for each Parcel. Further, while below market rate (BMR) units (for sale and for rent) are not subject to the Lien of the Special Taxes securing the Bonds, the units and unit square footages are included in the estimation of residual land values, as they remain a cost obligation (either construction cost for the for-sale Parcels or an operating cost for the for-rent Parcels).

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. We have been requested to provide an opinion of market value, by ownership, of the subject property as of August 4, 2023. It is a hypothetical condition of the Appraisal that proceeds from the Bonds are available to reimburse for certain public improvements completed to date.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on our review of recent sales transactions for similar properties and our analysis of supply and demand in the local residential land market, it is our opinion that the probable exposure time for the subject at the concluded market values stated previously is 9 - 12 months.

Marketing Time

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject in bulk is likely to be the same as the exposure time. Accordingly, we estimate the subject's marketing period at 9 - 12 months.

DRAFT

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have previously appraised the property that is the subject of this report for the current client within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Eric Segal, MAI, made a personal inspection of the property that is the subject of this report. Kevin Ziegenmeyer, MAI, and Laura Diaz, MAI, have also personally inspected the subject.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, Eric Segal, MAI, and Kevin Ziegenmeyer, MAI, have completed the continuing education program for Designated Members of the Appraisal Institute.

15. As of the date of this report, Laura Diaz, MAI, has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.

DRAFT

Eric Segal, MAI
Certified General Real Estate Appraiser
California Certificate # AG026558

DRAFT

Kevin Ziegenmeyer, MAI
Certified General Real Estate Appraiser
California Certificate # AG013567

DRAFT

Laura Diaz, MAI
Certified General Real Estate Appraiser
California Certificate # 3005037

DRAFT

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

- covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
 8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
 9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
 10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
 11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
 12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
 13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
 14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
 15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
 16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
 17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

- conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
 19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
 20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. Integra Realty Resources – San Francisco, Integra Realty Resources, Inc., Integra Strategic Ventures, Inc. and/or any of their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
 21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
 22. Integra Realty Resources – San Francisco is not a building or environmental inspector. Integra San Francisco does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
 23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
 24. It is expressly acknowledged that in any action which may be brought against any of the Integra Parties, arising out of, relating to, or in any way pertaining to this engagement, the

- appraisal reports, and/or any other related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with intentional misconduct. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.
25. Integra Realty Resources – San Francisco, an independently owned and operated company, has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client’s use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.
28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. The valuation analysis presented herein uses estimates of average rentable or developable square footage for each Parcel. Further, while below market rate (BMR) units (for sale and for rent) are not subject to the Lien of the Special Taxes securing the Bonds, the units and unit square footages are included in the estimation of residual land values, as they remain a cost obligation (either construction cost for the for-sale Parcels or an operating cost for the for-rent Parcels).

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. We have been requested to provide an opinion of market value, by ownership, of the subject property as of August 4, 2023. It is a hypothetical condition of the Appraisal that proceeds from the Bonds are available to reimburse for certain public improvements completed to date.
-

DRAFT

Addendum A
Appraiser Qualifications

DRAFT



About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

DRAFT
irr.com



Addendum B
Definitions

DRAFT



Definitions

The source of the following definitions is the Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), unless otherwise noted.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Effective Date

1. The date on which the appraisal or review opinion applies.
2. In a lease document, the date upon which the lease goes into effect.

Entitlement

In the context of ownership, use, or development of real estate, governmental approval for annexation, zoning, utility extensions, number of lots, total floor area, construction permits, and occupancy or use permits.

Entrepreneurial Incentive

The amount an entrepreneur expects to receive for his or her contribution to a project. Entrepreneurial incentive may be distinguished from entrepreneurial profit (often called *developer's*

profit) in that it is the expectation of future profit as opposed to the profit actually earned on a development or improvement. The amount of entrepreneurial incentive required for a project represents the economic reward sufficient to motivate an entrepreneur to accept the risk of the project and to invest the time and money necessary in seeing the project through to completion.

Entrepreneurial Profit

1. A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.
2. In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Highest and Best Use

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (ISV)

3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.
2. The value of an asset to the owner or a prospective owner for individual investment or operational objectives.

Lease

A contract in which rights to use and occupy land, space, or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.



Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Addendum C
Property Information

DRAFT



Property Information

DRAFT



Addendum D **DRAFT**



FISCAL AGENT AGREEMENT

by and between the

CITY AND COUNTY OF SAN FRANCISCO

and

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Fiscal Agent**

Dated as of February 1, 2022

Relating to:

**\$25,130,000
Improvement Area No. 2 of the
City and County of San Francisco
Community Facilities District No. 2016-1 (Treasure Island)
Special Tax Bonds, Series 2022A**

TABLE OF CONTENTS

ARTICLE I	2
AUTHORITY AND DEFINITIONS	2
Section 1.01. Authority for this Agreement.....	2
Section 1.02. Agreement for Benefit of Owners of the Bonds.....	2
Section 1.03. Definitions.....	2
ARTICLE II	13
THE BONDS.....	13
Section 2.01. Principal Amount; Designation	13
Section 2.02. Terms of Bonds	13
Section 2.03. Redemption	15
Section 2.04. Form of Bonds.....	18
Section 2.05. Execution and Authentication of Bonds.....	18
Section 2.06. Transfer or Exchange of Bonds.....	19
Section 2.07. Bond Register.....	20
Section 2.08. Temporary Bonds	20
Section 2.09. Bonds Mutilated, Lost, Destroyed or Stolen	20
Section 2.10. Book-Entry Only System	21
ARTICLE III	23
ISSUANCE OF BONDS	23
Section 3.01. Issuance and Delivery of 2022A Bonds.....	23
Section 3.02. Pledge of Special Tax Revenues	23
Section 3.03. Limited Obligation.....	23
Section 3.04. No Acceleration	24
Section 3.05. Validity of Bonds.....	24
Section 3.06. Parity Bonds	24
ARTICLE IV.....	27
PROCEEDS, FUNDS AND ACCOUNTS	27
Section 4.01. Application of 2022A Bond Proceeds.....	27
Section 4.02. Costs of Issuance Fund.....	27
Section 4.03. 2022 Reserve Fund.....	28
Section 4.04. Bond Fund.....	30
Section 4.05. Special Tax Fund.....	32
Section 4.06. Administrative Expense Fund.....	34
Section 4.07. Improvement Fund	34
ARTICLE V.....	36
COVENANTS	36
Section 5.01. Collection of Special Tax Revenues.....	36
Section 5.02. Covenant to Foreclose	37
Section 5.03. Punctual Payment	38
Section 5.04. Extension of Time for Payment	38
Section 5.05. Against Encumbrances.....	38
Section 5.06. Books and Records	38
Section 5.07. Protection of Security and Rights of Owners.....	38
Section 5.08. Further Assurances	39
Section 5.09. Private Activity Bond Limitations	39
Section 5.10. Federal Guarantee Prohibition	39
Section 5.11. Rebate Requirement	39
Section 5.12. No Arbitrage	39
Section 5.13. Yield of the 2022A Bonds.....	39
Section 5.14. Maintenance of Tax-Exemption.....	40
Section 5.15. Continuing Disclosure.....	40
Section 5.16. Limits on Special Tax Waivers and Bond Tenders.....	40
Section 5.17. City Bid at Foreclosure Sale.....	40

Section 5.18. Amendment of Rate and Method.....	41
Section 5.19. Limitation on Principal Amount of Parity Bonds.....	41
ARTICLE VI.....	42
INVESTMENTS; LIABILITY OF THE CITY.....	42
Section 6.01. Deposit and Investment of Moneys in Funds.....	42
Section 6.02. Liability of City.....	43
Section 6.03. Employment of Agents by City.....	44
ARTICLE VII.....	45
THE FISCAL AGENT.....	45
Section 7.01. The Fiscal Agent.....	45
Section 7.02. Liability of Fiscal Agent.....	46
Section 7.03. Information; Books and Accounts.....	47
Section 7.04. Notice to Fiscal Agent.....	47
Section 7.05. Compensation, Indemnification.....	49
Section 7.06. Conflict of Interest.....	49
Section 7.07. Proprietary or Confidential Information of City.....	49
Section 7.08. Ownership of Results.....	49
Section 7.09. Works for Hire.....	50
Section 7.10. Audit and Inspection of Records.....	50
Section 7.11. Subcontracting.....	50
Section 7.12. Assignment.....	50
Section 7.13. Earned Income Credit (EIC) Forms.....	50
Section 7.14. Local Business Enterprise Utilization; Liquidated Damages.....	51
Section 7.15. Nondiscrimination; Penalties.....	52
Section 7.16. MacBride Principles—Northern Ireland.....	52
Section 7.17. Tropical Hardwood and Virgin Redwood Ban.....	52
Section 7.18. Alcohol and Drug-Free Workplace.....	52
Section 7.19. Resource Conservation.....	53
Section 7.20. Compliance with Americans with Disabilities Act.....	53
Section 7.21. Sunshine Ordinance.....	53
Section 7.22. Public Access to Meetings and Records.....	53
Section 7.23. Limitations on Contributions.....	53
Section 7.24. Requiring Minimum Compensation for Covered Employees.....	54
Section 7.25. Requiring Health Benefits for Covered Employees.....	54
Section 7.26. Prohibition on Political Activity with City Funds.....	54
Section 7.27. Preservative-treated Wood Containing Arsenic.....	54
Section 7.28. Nondisclosure of Private, Proprietary or Confidential Information.....	54
Section 7.29. Food Service Waste Reduction Requirements.....	55
Section 7.30. Graffiti Removal.....	55
Section 7.31. Slavery Era Disclosure.....	56
Section 7.32. Qualified Personnel.....	56
Section 7.33. Responsibility for Equipment.....	56
Section 7.34. Independent Contractor; Payment of Taxes and Other Expenses.....	56
Section 7.35. Consideration of Criminal History in Hiring and Employment Decisions.....	57
Section 7.36. Submitting False Claims; Monetary Penalties.....	57
Section 7.37. Conflict of Interest.....	58
Section 7.38. Reserved.....	58
Section 7.39. Reserved.....	58
Section 7.40. Cooperative Drafting.....	58
Section 7.41. Laws Incorporated by Reference.....	58
Section 7.42. Sugar-Sweetened Beverage Prohibition.....	58
Section 7.43. First Source Hiring Program.....	58
Section 7.44. Prevailing Wages.....	58
Section 7.45. Repeal of Administrative Code Provisions.....	58
Section 7.46. Non-Waiver of Rights.....	59

ARTICLE VIII	60
MODIFICATION OR AMENDMENT	60
Section 8.01. Amendments Permitted	60
Section 8.02. Owners' Meetings	61
Section 8.03. Procedure for Amendment with Written Consent of Owners	61
Section 8.04. Disqualified Bonds	61
Section 8.05. Effect of Supplemental Agreement	62
Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments	62
Section 8.07. Amendatory Endorsement of Bonds	62
ARTICLE IX	63
MISCELLANEOUS	63
Section 9.01. Benefits of Agreement Limited to Parties	63
Section 9.02. Successor and Predecessor	63
Section 9.03. Discharge of Agreement	63
Section 9.04. Execution of Documents and Proof of Ownership by Owners	64
Section 9.05. Waiver of Personal Liability	64
Section 9.06. Notices to and Demands on the City and Fiscal Agent	65
Section 9.07. Partial Invalidity	65
Section 9.08. Unclaimed Moneys	65
Section 9.09. Applicable Law	65
Section 9.10. Conflict with Act	65
Section 9.11. Conclusive Evidence of Regularity	65
Section 9.12. Payment on Business Day	65
Section 9.13. State Reporting Requirements	66
Section 9.14. Counterparts	67

EXHIBIT A:	FORM OF 2022A BOND
EXHIBIT B:	OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM IMPROVEMENT FUND
EXHIBIT C:	OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM COSTS OF ISSUANCE FUND
EXHIBIT D:	OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM ADMINISTRATIVE EXPENSE FUND

FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is made, entered into and dated as of February 1, 2022, by and between the CITY AND COUNTY OF SAN FRANCISCO, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the "City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island)" (the "CFD") with respect to its "Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island)" (the "Improvement Area No. 2"), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America with a corporate trust office located in Los Angeles, California, as fiscal agent (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the Board of Supervisors of the City has formed the CFD, including Improvement Area No. 2, under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (section 53311 *et seq.* of the California Government Code) (the "Act"); and

WHEREAS, the Board of Supervisors, as the legislative body with respect to the CFD, is authorized under the Act to levy special taxes within Improvement Area No. 2 to pay for the costs of facilities and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, on October 26, 2021, the Board of Supervisors adopted Resolution No. 501-21, which resolution was signed by Mayor London Breed on November 5, 2021 (the "Resolution") authorizing the issuance of special tax bonds (the "2022A Bonds") on behalf of the CFD with respect to Improvement Area No. 2; and

WHEREAS, it is in the public interest and for the benefit of the City, the CFD, Improvement Area No. 2 and the persons responsible for the payment of special taxes that the City enter into this Agreement to provide for the issuance of the Bonds (as defined below) hereunder to finance the acquisition and construction of facilities for the City and to provide for the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds and the administration and payment of the Bonds; and

WHEREAS, the City has determined that all things necessary to cause the 2022A Bonds, when authenticated by the Fiscal Agent and issued as provided in the Act, the Resolution and this Agreement, to be legal, valid, binding and limited obligations in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the Act (as herein defined) and the Resolution.

Section 1.02. Agreement for Benefit of Owners of the Bonds. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners of the Bonds. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Acquisition Agreement" means that certain Acquisition and Reimbursement Agreement (Treasure Island/Yerba Buena Island), dated March 8, 2016, by and among the City, Treasure Island Development Authority and the Developer, as it may be amended from time to time in accordance with the terms thereof.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being sections 53311 *et seq.* of the California Government Code.

"Administrative Expenses" means costs directly related to the administration of the CFD consisting of: the actual costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by a City employee or consultant or both) and the actual costs of collecting the Special Taxes (whether by the City or otherwise); the actual costs of remitting the Special Taxes to the Fiscal Agent; actual costs of the Fiscal Agent (including its legal counsel) in the discharge of its duties under this Agreement; the actual costs of the City or its designee of complying with the disclosure provisions of the Act and this Agreement, including those related to public inquiries regarding the Special Tax and disclosures to Owners of the Bonds and the Original Purchaser; costs of the dissemination agent, whether for the City or another party that has undertaken to provide continuing disclosure; the actual costs of the City or its designee related to an appeal of the Special Tax; any amounts required to be rebated to the federal government; an allocable share of the salaries of the City staff directly related to the foregoing and a proportionate amount of City general administrative overhead related thereto. Administrative Expenses shall also include amounts advanced by the City for any administrative purpose of the CFD, including costs related to prepayments of Special Taxes, recordings related to such prepayments and satisfaction of Special Taxes, amounts advanced to ensure maintenance of tax exemption, and the costs of prosecuting foreclosure of delinquent Special Taxes, which amounts advanced are subject to reimbursement from other sources, including proceeds of foreclosure.

“Administrative Expense Fund” means the fund designated the “Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Administrative Expense Fund” established and administered under Section 4.06.

“Agreement” means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

“Annual Debt Service” means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any mandatory sinking payment due in such Bond Year).

“Auditor” means the tax collector of the City, or such other official at the City who is responsible for preparing property tax bills.

“Authorized Officer” means the Mayor, the Controller, the Director of the Office of Public Finance, the Clerk of the Board of Supervisors, or any other officer or employee authorized by the Board of Supervisors of the City or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

“Board of Supervisors” means the Board of Supervisors of the City, in its capacity as the legislative body of the CFD.

“Bond” or “Bonds” means the 2022A Bonds and, if the context requires, any Parity Bonds, at any time Outstanding under this Agreement or any Supplemental Agreement.

“Bond Counsel” means Jones Hall, A Professional Law Corporation or any other attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Fund” means the fund designated the “Improvement Area No. 2 of the City and County of San Francisco, Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Bond Fund” established and administered under Section 4.04.

“Bond Year” means the one-year period beginning on September 2nd in each year and ending on September 1 in the following year, except that the first Bond Year shall begin on the Closing Date and shall end on September 1, 2022.

“Business Day” means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Fiscal Agent has its principal corporate trust office are authorized or obligated by law or executive order to be closed.

“CDIAC” means the California Debt and Investment Advisory Commission of the Office of the State Treasurer, or any successor agency, board or commission.

“CFD” means the “City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island)” formed under the Resolution of Formation.

“City” means the City and County of San Francisco, and any successor thereto.

“City Attorney” means any attorney or firm of attorneys employed by the City in the capacity of general counsel.

“Closing Date” means the date upon which there is a physical delivery of the 2022A Bonds in exchange for the amount representing the purchase price of the 2022A Bonds by the Original Purchaser.

“Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the City and dated the date of issuance and delivery of the 2022A Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Costs of Issuance” means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale, delivery and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, appraisal costs, filing and recording fees, fees and expenses of counsel to the City, initial fees and charges of the Fiscal Agent including its first annual administration fees and its legal fees and charges, including the allocated costs of in-house attorneys, expenses incurred by the City in connection with the issuance of the Bonds, Bond (underwriter’s) discount, legal fees and charges, including bond counsel, and counsel to any financial consultant, financial consultant’s fees, charges for execution, authentication, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

“Costs of Issuance Fund” means the fund designated the “Improvement Area No. 2 of the City and County of San Francisco, Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Costs of Issuance Fund” established and administered under Section 4.02.

“Dated Date” means February 10, 2022, the dated date of the 2022A Bonds, which is the Closing Date.

“DDA” means the Disposition and Development Agreement (Treasure Island/Yerba Buena Island), dated June 28, 2011, including a Financing Plan (Treasure Island/Yerba Buena Island), between TIDA and the Developer, as amended from time to time.

“Debt Service” means the scheduled amount of interest and amortization of principal payable on the 2022A Bonds under Sections 2.02 and 2.03 and the scheduled amount of interest and amortization of principal payable on any Parity Bonds during the period of computation, in each case excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository for book-entry under Section 2.10.

“Developer” means Treasure Island Community Development, LLC, and its successors and assigns.

“Development Agreement” means the Development Agreement, dated June 28, 2011, between the City and the Developer, as it may be amended from time to time.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Fair Market Value” means with respect to the Bonds the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the City and related parties do not own more than a 10% beneficial interest if the return paid by such fund is without regard to the source of the investment.

“Federal Securities” means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), the payment of principal of and interest on which are unconditionally and fully guaranteed by the United States of America; and (b) any obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

“Finance Director” means the Director of the Office of Public Finance, or, in the event such office is eliminated, the official of the City that is responsible for the management of municipal bonds issued by the City.

“Fiscal Agent” means Zions Bancorporation, National Association, the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

“Fiscal Year” means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

“Improvement Area No. 2” means “Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island)” formed under the Resolution of Formation.

“Improvement Area No. 2 Value” means the estimated market value, as of the date of the appraisal described below and/or the date of the most recent City real property tax roll, as applicable, of all Taxable Parcels in Improvement Area No. 2 and not delinquent in the payment of any Special Taxes then due and owing, including with respect to such nondelinquent Taxable Parcels the value of the then existing improvements and any facilities to be constructed or acquired with any amounts then on deposit in the Improvement Fund and with the proceeds of any proposed series of Parity Bonds, as determined with respect to any parcel or group of parcels by reference to (i) an appraisal with a date of value within six (6) months of the date of issuance of any proposed Parity Bonds by an MAI appraiser (the “Appraiser”) selected by the City, or (ii) in the alternative, the assessed value of all such nondelinquent Taxable Parcels as shown on the then current City real property tax roll available to the Finance Director. It is expressly acknowledged that, in determining the Improvement Area No. 2 Value, the City may rely on an

appraisal to determine the value of some or all of the Taxable Parcels in Improvement Area No. 2 and/or the most recent City real property tax roll as to the value of some or all of the Taxable Parcels in Improvement Area No. 2. Neither the City nor the Finance Director shall be liable to the Owners, the Original Purchaser or any other person or entity in respect of any appraisal provided for purposes of this definition or by reason of any exercise of discretion made by any Appraiser pursuant to this definition.

“Improvement Fund” means the fund designated “Improvement Area No. 2 of the City and County of San Francisco, Community Facilities District No. 2016-1 (Treasure Island), Special Tax Bonds, Improvement Fund,” established under Section 4.07.

“Independent Financial Consultant” means any consultant or firm of such consultants appointed by the City or the Treasurer, and who, or each of whom:

- (i) is judged by the Treasurer to have experience in matters relating to the issuance and/or administration of bonds under the Act;
- (ii) is in fact independent and not under the domination of the City;
- (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in Improvement Area No. 2, or any real property in Improvement Area No. 2; and
- (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

“Interest Payment Date” means each March 1 and September 1 of every calendar year, commencing with September 1, 2022.

“Maximum Annual Debt Service” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

“Maximum Special Taxes” has the meaning given that term in the Rate and Method.

“Moody’s” means Moody’s Investors Service, Inc., and its successors.

“MSRB” means the Municipal Securities Rulemaking Board, through its EMMA system, and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such services providing information with respect to called bonds as the City may designate in an Officer’s Certificate delivered to the Fiscal Agent.

“Officer’s Certificate” means a written certificate of the City signed by an Authorized Officer of the City.

“Ordinance” means any ordinance of the Board of Supervisors of the City levying the Special Taxes, including but not limited to Ordinance No. 22-17 introduced by the Board of Supervisors on January 24, 2017, and adopted by the Board of Supervisors on January 31, 2017, and signed by Mayor Edwin Lee on February 9, 2017.

“Original Purchaser” means Stifel, Nicolaus & Company, Inc. and RBC Capital Markets, the first purchasers of the 2022A Bonds from the City.

“Other District Bonds” has the meaning given that term in Section 3.06.

“Outstanding” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City under this Agreement or any Supplemental Agreement.

“Owner” or “Bondowner” means any person who shall be the registered owner of any Outstanding Bond.

“Parity Bonds” means additional bonds issued and payable on a parity with the Bonds under Section 3.06.

“Participating Underwriter” shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

“Permitted Investments” means the following, but only to the extent that the same are acquired at Fair Market Value:

(a) Federal Securities.

(b) any of the following direct or indirect obligations of the following agencies of the United States of America: (i) direct obligations of the Export-Import Bank; (ii) certificates of beneficial ownership issued by the Farmers Home Administration; (iii) participation certificates issued by the General Services Administration; (iv) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Housing Administration; (v) project notes issued by the United States Department of Housing and Urban Development; and (vi) public housing notes and bonds guaranteed by the United States of America;

(c) interest-bearing demand or time deposits (including certificates of deposit), including those placed by a third party pursuant to a separate agreement between the City and the Fiscal Agent, banking deposit products, trust funds, trust accounts, overnight bank deposits, interest bearing deposits, interest bearing money market accounts or deposit accounts in federal or state chartered savings and loan associations or in federal or State of California banks (including the Fiscal Agent, its parent, if any, and affiliates), provided that (i) the unsecured short-term obligations of such commercial bank or savings and loan association shall be rated in the highest short-term rating category by any Rating Agency, or (ii) such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation;

(d) commercial paper rated at the time of purchase in the highest short-term rating category by any Rating Agency, issued by corporations which are organized and operating within the United States of America, and which matures not more than 180 days following the date of investment therein;

(e) bankers acceptances, consisting of bills of exchange or time drafts drawn on and accepted by a commercial bank, including its parent (if any), affiliates and subsidiaries, whose short-term obligations are rated in the highest short-term rating category by any Rating Agency, or whose long-term obligations are rated A or better by any Rating Agency, which mature not more than 270 days following the date of investment therein;

(f) obligations the interest on which is excludable from gross income pursuant to Section 103 of the Tax Code and which are either (a) rated A or better by any Rating Agency, or (b) fully secured as to the payment of principal and interest by Federal Securities;

(g) obligations issued by any corporation organized and operating within the United States of America having assets in excess of \$500,000,000, which obligations are rated A or better by any Rating Agency;

(h) money market mutual funds (including money market funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory, transfer agency, custodial or other management services for which it receives and retains a fee for such services to the fund) which invest in Federal Securities or which are rated in the highest short-term rating category by any Rating Agency including those funds for which the Fiscal Agent or an affiliate receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise; and

(i) any investment agreement representing general unsecured obligations of a financial institution rated A or better by any Rating Agency, by the terms of which the Fiscal Agent is permitted to withdraw all amounts invested therein in the event any such rating falls below A.

(j) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however,* that the Fiscal Agent shall be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement.

(k) the California Asset Management Program.

“Principal Office” means such corporate trust office of the Fiscal Agent as may be designated from time to time by written notice from the Fiscal Agent to the City, initially being at the address set forth in Section 9.06, or such other office designated by the Fiscal Agent from time to time.

“Proceeds” when used with reference to the Bonds, means the face amount of the Bonds, plus any accrued interest and premium, less any original issue and/or underwriter’s discount.

“Project” means those items described as the “Facilities” in the Resolution of Formation.

“Qualified Purchaser” means (a) a qualified institutional buyer, as that term is defined in Securities and Exchange Commission Rule 144A promulgated under the Securities Act of 1933, as amended and (b) an “institutional accredited investor,” which consists of accredited investors as defined in subsections (a)(1), (2), (3) and (7) of Securities and Exchange Commission Rule 501 promulgated under the Securities Act of 1933, as amended.

“Qualified Reserve Account Credit Instrument” means an irrevocable standby or direct-pay letter of credit, insurance policy, or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met at the time of acceptance thereof by the Fiscal Agent: (a) in the case of a commercial bank, the long-term credit rating of such bank at the time of delivery of the irrevocable standby or direct-pay letter of credit is at least "A" from S&P or "A" from Moody's and, in the case of an insurance company, the claims paying ability of such insurance company at the time of delivery of the insurance policy or surety bond is at least "A" from S&P, or "A" from Moody's or, if not rated by S&P or Moody's but is rated by A.M. Best & Company, is rated at the time of delivery in the highest rating category by A.M. Best & Company; (b) such letter of credit, insurance policy or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the 2022 Reserve Requirement with respect to which funds are proposed to be released; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit, insurance policy or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments with respect to the 2022A Bonds and any 2022A Related Parity Bonds.

“Rate and Method” means the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2 set forth in the Resolution of Formation.

“Record Date” means the fifteenth day of the calendar month next preceding the applicable Interest Payment Date, whether or not such day is a Business Day.

“Refunding Bonds” means bonds issued by the City for the CFD with respect to Improvement Area No. 2, the net proceeds of which are used to refund all or a portion of the then-Outstanding Bonds; provided that the principal and interest on the Refunding Bonds to their final maturity date is less than the principal and interest on the Bonds being refunded to their final maturity date, and the final maturity of the Refunding Bonds is not later than the final maturity of the Bonds being refunded.

“Regulations” means temporary and permanent regulations promulgated under the Tax Code.

“Remainder Taxes” means the Special Taxes available for disbursement pursuant to Section 4.05(B)(iii).

“Resolution” has the meaning given that term in the recitals hereof.

Resolution of Formation” means, together, Resolution No. 8-17, adopted by the Board of Supervisors on January 24, 2017, and signed by Mayor Edwin Lee on February 3, 2017, forming the CFD, and Resolution 410-20, adopted by the Board of Supervisors on September 22, 2020, and signed by Mayor London Breed on September 25, 2020, confirming the annexation of property to the CFD as Improvement Area No. 2.

Resolution of Necessity” means Resolution No. 9-17 adopted by the Board of Supervisors on January 24, 2017, and signed by Mayor Edwin Lee on February 3, 2017.

“S&P” means S&P Global, a division of McGraw-Hill, and its successors and assigns.

“Securities Depositories” means DTC and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the City may designate in an Officer’s Certificate delivered to the Fiscal Agent.

“Special Tax Fund” means the special fund designated “Improvement Area No. 2 of the City and County of San Francisco, Community Facilities District No. 2016-1 (Treasure Island), Special Tax Fund” established and administered under Section 4.05.

“Special Tax Prepayments” means the proceeds of any Special Tax prepayments received by the City, as calculated pursuant to the Rate and Method or the Act, less any administrative fees or penalties collected as part of any such prepayment.

“Special Tax Prepayments Account” means the account by that name established within the Bond Fund under Section 4.04(A).

“Special Tax Revenues” means the proceeds of the Special Taxes received by the City, including any scheduled payments thereof and any Special Tax Prepayments, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said lien and interest thereon, but shall not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

“Special Taxes” means the Facilities Special Tax levied by the Board of Supervisors within Improvement Area No. 2 under the Act, the Rate and Method, the Ordinance and this Agreement.

“State” means the State of California.

“Supplemental Agreement” means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

“Tax Consultant” means an independent financial or tax consultant retained by the City for the purpose of computing the Special Taxes.

“Taxable Parcel Value” means the estimated market value, as of the date of the appraisal described below and/or the date of the most recent City real property tax roll, as applicable, of a Taxable Parcel, including with respect to such Taxable Parcel the value of the then existing improvements and any facilities to be constructed or acquired with any amounts then on deposit in the Improvement Fund or with the proceeds of any proposed series of Parity Bonds, as

determined by reference to (i) an appraisal with a date of value within six (6) months of the date of issuance of any proposed Parity Bonds by an MAI appraiser (the "Appraiser") selected by the City, or (ii) in the alternative, the assessed value of such Taxable Parcel as shown on the then current City real property tax roll available to the Finance Director. It is expressly acknowledged that, in determining the Taxable Parcel Value, the City may rely on an appraisal to determine the value of a Taxable Parcel and/or the most recent City real property tax roll. Neither the City nor the Finance Director shall be liable to the Owners, the Original Purchaser or any other person or entity in respect of any appraisal provided for purposes of this definition or by reason of any exercise of discretion made by any Appraiser pursuant to this definition.

"Taxable Parcels" has the meaning given that term in the Rate and Method.

"Term Bonds" means the (i) 2022A Bonds maturing on September 1, 2032, (ii) the 2022A Bonds maturing on September 1, 2042, (iii) the 2022A Bonds maturing on September 1, 2052, and (iv) the Bonds maturing on the date specified in a Supplemental Agreement.

"TIDA" means the Treasure Island Development Authority, a California nonprofit public benefit corporation.

"2022 Reserve Fund" means the fund designated the "Improvement Area No. 2 of the City and County of San Francisco, Community Facilities District No. 2016-1 (Treasure Island), Special Tax Bonds, Reserve Fund" established and administered under Section 4.03.

"2022 Reserve Requirement" means the amount as of any date of calculation equal to the least of (a) Maximum Annual Debt Service on the 2022A Bonds and 2022A Related Parity Bonds, if any, (b) 125% of average Annual Debt Service on the 2022A Bonds and 2022A Related Parity Bonds, if any and (c) 10% of the outstanding principal of the 2022A Bonds and 2022A Related Parity Bonds, if any; provided, however:

(A) that with respect to the calculation of clause (c), the issue price of the 2022A Bonds or any 2022A Related Parity Bonds excluding accrued interest shall be used rather than the outstanding principal amount, if (i) the net original issue discount or premium of the 2022A Bonds or any 2022A Related Parity Bonds was less than 98% or more than 102% of the original principal amount of the 2022A Bonds or any 2022A Related Parity Bonds and (ii) using the issue price would produce a lower result than using the outstanding principal amount;

(B) that in no event shall the amount calculated hereunder exceed the amount on deposit in the 2022 Reserve Fund on the date of issuance of the 2022A Bonds (if they are the only Bonds covered by the 2022 Reserve Fund) or the most recently issued series of 2022A Related Parity Bonds except in connection with any increase associated with the issuance of 2022A Related Parity Bonds; and

(C) that in no event shall the amount required to be deposited into the 2022 Reserve Fund in connection with the issuance of a series of 2022A Related Parity Bonds exceed the maximum amount under the Tax Code that can be financed with tax-exempt bonds and invested an unrestricted yield.

"2022A Bonds" means the Bonds so designated and authorized to be issued under Section 2.01 hereof.

“2022A Capitalized Interest Account” means the account by that name held by the Fiscal Agent and established and administered under section 4.04(A).

“2022A Improvement Account” means the account within the Improvement Fund designated the “2022A Improvement Account” which fund is established pursuant to Section 4.07.

“2022A Related Parity Bonds” means any series of Parity Bonds for which (i) the Proceeds are deposited into the 2022 Reserve Fund so that the balance therein is equal to the 2022 Reserve Requirement following issuance of such Parity Bonds and (ii) the related Supplemental Agreement specifies that the 2022 Reserve Fund shall act as a reserve for the payment of the principal of, and interest and any premium on, such series of Parity Bonds.

ARTICLE II

THE BONDS

Section 2.01. Principal Amount; Designation. Subject to the provisions of the Resolution of Necessity and the Resolution of Formation, Bonds in the aggregate principal amount of \$278,200,000 are hereby authorized to be issued by the City for the CFD with respect to Improvement Area No. 2 under and subject to the terms of the Act, the Resolution, this Agreement and other applicable laws of the State of California. For the avoidance of doubt, the principal amount of any Refunding Bonds shall not count against the aggregate principal amount of \$278,200,000.

The 2022A Bonds shall be designated as the “Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2022A,” and shall be in the initial principal amount of \$25,130,000.

Section 2.02. Terms of the 2022A Bonds.

(A) Form; Denominations. The 2022A Bonds shall be issued as fully registered Bonds without coupons. The 2022A Bonds shall be lettered and numbered in a customary manner as determined by the City. The 2022A Bonds shall be issued in the denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof.

(B) Date of 2022A Bonds. The 2022A Bonds shall be dated the Closing Date.

(C) CUSIP Identification Numbers. “CUSIP” identification numbers may, at the election of the Original Purchaser of the Bonds, be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City’s contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities; Interest Rates. The 2022A Bonds shall mature and become payable on each September 1, and shall bear interest at the rates per annum indicated in the below table.

<u>Maturity</u> (September 1)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2032*	\$2,855,000	4.00%
2042*	7,505,000	4.00
2052*	14,770,000	4.00

* Term Bond

(E) Interest. The 2022A Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest on all Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless

(i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or

(ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or

(iii) it is authenticated on or before the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Dated Date;

provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Interest on the Bonds (including the final interest payment upon maturity or earlier redemption), is payable on the applicable Interest Payment Date by check of the Fiscal Agent mailed by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer to an account located in the United States made on such Interest Payment Date upon written instructions of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds delivered to the Fiscal Agent prior to the applicable Record Date, which instructions shall continue in effect until revoked in writing, or until such Bonds are transferred to a new Owner.

The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America upon surrender of the Bonds at the Principal Office of the Fiscal Agent. All Bonds paid by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled Bonds and, upon request of the City, issue a certificate of destruction of such Bonds to the City.

Section 2.03. Redemption.

(A) Redemption Provisions.

(i) **Optional Redemption.** The 2022A Bonds maturing on or after September 1, 2032 are subject to optional redemption as directed by the City, from sources of funds other than prepayments of Special Taxes, prior to their stated maturity on any date on or after September 1, 2028, as a whole or in part, at a redemption price (expressed as a percentage of the principal amount of the 2022A Bonds to be redeemed), as set forth below, together with accrued interest thereon to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 2028 through August 31, 2029	103%
September 1, 2029 through August 31, 2030	102
September 1, 2030 through August 31, 2031	101
September 1, 2031 and any date thereafter	100

(ii) **Mandatory Sinking Fund Redemption.** The Term Bond maturing on September 1, 2032, is subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, together with interest accrued to the redemption date, without premium, in the aggregate respective principal amounts all as set forth in the following table:

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Sinking Fund Payments</u>
2023	\$140,000
2024	165,000
2025	195,000
2026	225,000
2027	260,000
2028	295,000
2029	335,000
2030	370,000
2031	415,000
2032 (maturity)	455,000

The Term Bond maturing on September 1, 2042, is subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, together with interest accrued to the redemption date, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (September 1)	Sinking Fund Payments
2033	\$500,000
2034	550,000
2035	600,000
2036	655,000
2037	710,000
2038	770,000
2039	830,000
2040	895,000
2041	960,000
2042 (maturity)	1,035,000

The Term Bond maturing on September 1, 2052, is subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, together with interest accrued to the redemption date, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (September 1)	Sinking Fund Payments
2043	\$1,105,000
2044	1,185,000
2045	1,265,000
2046	1,355,000
2047	1,445,000
2048	1,540,000
2049	1,620,000
2050	1,685,000
2051	1,750,000
2052 (maturity)	1,820,000

Provided, however, if some but not all of the Term Bonds of a given maturity have been redeemed under subsection (i) above or subsection (iii) below, the total amount of all future Sinking Fund Payments relating to such maturity shall be reduced by the aggregate principal amount of Term Bonds of such maturity so redeemed, to be allocated among such Sinking Fund Payments on a pro rata basis in integral multiples of \$5,000 as determined by the City, notice of which shall be given by the City to the Fiscal Agent and the notice shall include a revised sinking fund schedule.

(iii) **Redemption from Special Tax Prepayments.** Special Tax Prepayments and any corresponding transfers from the 2022 Reserve Fund pursuant to Section 4.03(F) shall be used to redeem 2022A Bonds on the next Interest Payment Date for which notice of redemption can timely be given under Section 2.03(D), among series and maturities so as to maintain substantially the same Debt Service profile for the Bonds as in effect prior to such redemption and by lot within a maturity, at a redemption price (expressed as a

percentage of the principal amount of the 2022A Bonds to be redeemed), as set forth below, together with accrued interest to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Any Interest Payment Date on or before March 1, 2029	103%
September 1, 2029 and March 1, 2030	102
September 1, 2030 and March 1, 2031	101
September 1, 2031 and any Interest Payment Date thereafter	100

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent written notice of its intention to redeem Bonds under subsection (A)(i) and (A)(iii) not less than 45 days prior to the applicable redemption date or such lesser number of days as shall be acceptable to the Fiscal Agent.

(C) Purchase of Bonds in Lieu of Redemption. In lieu of redemption under Section 2.03(A), moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2022A Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2022A Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if such 2022A Bonds were to be redeemed in accordance with this Agreement.

(D) Redemption Procedure by Fiscal Agent.

(i) **Notices.** The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, or posted, at least twenty (20) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds. In addition, the Fiscal Agent shall file each notice of redemption with the MSRB through its EMMA system.

(ii) **Contents of Notices.** Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption shall state as to any Bond called in part the principal amount thereof to be redeemed, and shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date. The cost of mailing any such redemption notice and any expenses incurred by the Fiscal Agent in connection therewith shall be paid by the City.

The City has the right to rescind any notice of the optional redemption of Bonds by written notice to the Fiscal Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute a default under this Agreement. The City and the Fiscal Agent have no liability to the Owners or any other party related to

or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section. The cost of mailing any such redemption notice and any expenses incurred by the Fiscal Agent in connection therewith shall be paid by the City.

(iii) **Selection of Bonds for Redemption.** Except as provided in Section 2.03(A), whenever provision is made in this Agreement for the redemption of less than all of the Bonds of any maturity or any given portion thereof, the City shall select the Bonds or portions thereof to be redeemed, from all Bonds or such given portion thereof not previously called for redemption, and the Fiscal Agent shall select the Bonds or portions thereof to be redeemed by lot within a maturity and notify the City.

(iv) **New Bonds.** Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds of such registered Owner.

(E) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption shall have been deposited in the Bond Fund, such Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in the notice of redemption. All Bonds redeemed and purchased by the Fiscal Agent under this Section 2.03 shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled Bonds in accordance with the Fiscal Agent's retention policy then in effect.

Section 2.04. Form of Bonds. The 2022A Bonds, the Fiscal Agent's certificate of authentication and the assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution and Authentication of Bonds.

(A) Execution. The Bonds shall be executed on behalf of the City by the manual or facsimile signatures of its Mayor and its Clerk of the Board of Supervisors who are in office on the date of execution of this Agreement or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

(B) Authentication. Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer or Exchange of Bonds.

(A) General. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept under the provisions of Section 2.07 by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. Bonds may be exchanged at the Principal Office of the Fiscal Agent solely for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such transfer or exchange any tax or other governmental charge required to be paid with respect to such transfer or exchange. Whenever any Bond or Bonds shall be surrendered for transfer or exchange, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount. No transfers or exchanges of Bonds shall be required to be made (i) fifteen days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption; or (iii) between a Record Date and the succeeding Interest Payment Date.

(B) Additional Transfer Restrictions Applicable to the 2022A Bonds. No transfer, sale or other disposition of any 2022A Bond, or any beneficial interest therein, may be made except to an entity that is a Qualified Purchaser that is purchasing such 2022A Bond for its own account for investment purposes and not with a view to distributing such 2022A Bond. Each transferee of a 2022A Bond, or any beneficial interest therein, shall be deemed to have acknowledged, represented, warranted and agreed with and to the City, the Participating Underwriter and the Fiscal Agent that (i) such transferee is a Qualified Purchaser that is purchasing such 2022A Bond for its own account for investment purposes and not with a view to distributing such 2022A Bond in violation of the Securities Act of 1933 or other applicable securities laws, (ii) the 2022A Bonds are payable from Special Tax Revenues and such other funds described in the Fiscal Agent Agreement, (iii) the 2022A Bonds, or any beneficial interest therein, may only be transferred to a Qualified Purchaser and (iv) the City, the Participating Underwriter and the Fiscal Agent and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements. Each 2022A Bond shall bear a legend describing or referencing the foregoing restrictions on transferability.

Neither the Participating Underwriter nor any Owner or Beneficial Owner of the 2022A Bonds shall deposit the 2022A Bonds in any trust or account under its control and sell any shares, participatory interest or certificates in such trust and account, and neither the Participating Underwriter nor any Owner or Beneficial Owner shall deposit the 2022A Bonds in any trust or account under its control the majority of the assets of which constitute the 2022A Bonds, and sell shares, participatory interest or certificates in such trust or account except to Qualified Purchasers.

Each entity that is or that becomes a Beneficial Owner of a 2022A Bond shall be deemed by the acceptance or acquisition of such beneficial ownership interest to have agreed to be bound by the provisions of this Section 2.06(B). In the event that a holder of the 2022A Bonds makes an assignment of its beneficial ownership interest in the 2022A Bonds, the assignor will notify the assignee of the restrictions on purchase and transfer described herein. Any transfer of a 2022A Bond to any entity that is not a Qualified Purchaser shall be deemed null and void.

Section 2.07. Bond Register. The Fiscal Agent will keep, or cause to be kept, at its Principal Office sufficient books for the registration and transfer of the Bonds which books shall show the series number, date, amount, rate of interest and last known owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided. The City and the Fiscal Agent will treat the Owner of any Bond whose name appears on the Bond register as the absolute Owner of such Bond for any and all purposes, and the City and the Fiscal Agent shall not be affected by any notice to the contrary. The City and the Fiscal Agent may rely on the address of the Owner as it appears in the Bond register for any and all purposes.

Section 2.08. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such authorized denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds, it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.09. Bonds Mutilated, Lost, Destroyed or Stolen.

(A) Mutilated. If any Bond shall become mutilated, at the expense of the Owner of such Bond, the City shall execute and the Fiscal Agent shall authenticate and deliver a replacement Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent.

(B) Destroyed or Stolen. If any Bond shall be lost, destroyed or stolen, the City shall execute and the Fiscal Agent shall authenticate and deliver a replacement Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen, at the expense of the Owner, but only following provision by the Owner to the Fiscal Agent of indemnity for the City and the Fiscal Agent satisfactory to the Fiscal Agent and the City. The City may require payment of a sum not exceeding the actual cost of preparing each replacement Bond delivered under this Section and the City and the Fiscal Agent may require payment of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery thereof. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued under this Agreement.

(C) Additional Stock. If the Fiscal Agent has an insufficient stock of unauthenticated printed Bonds for such purpose, it shall communicate with the Finance Director with respect to

the printing of an additional stock of Bonds, in such quantities and as otherwise approved in writing by the Finance Director.

Section 2.10. Book-Entry Only System. DTC shall act as the initial Depository for the Bonds. One Bond for each maturity of the Bonds shall be initially executed, authenticated, and delivered as set forth herein with a separate fully registered certificate (in print or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the Bonds shall be registered in the Bond register kept by the Fiscal Agent for the Bonds in the name of Cede & Co., as nominee of DTC or such nominee as DTC shall appoint in writing.

The Authorized Officers of the City and the Fiscal Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Agreement to qualify the Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Bond register in the name of Cede & Co., as nominee of DTC, neither the City nor the Fiscal Agent shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, neither the City nor the Fiscal Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any Bonds to be redeemed in the event the City elects to redeem the Bonds, in part, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the City elects to redeem the Bonds in part, (iv) the payments to any DTC Participant, any Beneficial Owner, or any person, other than DTC, of any amount with respect to the principal of or interest or premium on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds.

Except as set forth above, the City and the Fiscal Agent may treat as and deem DTC to be the absolute Owner of each Bond, for which DTC is acting as Depository for the purpose of payment of the principal of and premium and interest on such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Fiscal Agent on behalf of the City shall pay all principal of and premium and interest on the Bonds only to or upon the order of the Owners as shown on the Bond register, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and premium and interest on the Bonds to the extent of the sums or sums so paid.

No person other than an Owner, as shown on the Bond register, shall receive a physical Bond. Upon delivery by DTC to the City and the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.06 hereof, references to "Cede & Co." in this Section 2.10 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and to the Fiscal Agent during any time that the Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of DTC with respect to the Bonds if it determines that DTC is

unable to discharge its responsibilities with respect to the Bonds or that continuation of the system of book-entry transfer through DTC is not in the best interest of the Beneficial Owners, and the City shall mail notice of such termination to the Fiscal Agent.

Upon termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing to undertake such functions upon reasonable or customary terms, or if the City determines that it is in the best interest of the Beneficial Owners of the Bonds that they be able to obtain certified Bonds, the Bonds shall no longer be restricted to being registered in the Bond register of the Fiscal Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.06.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Bonds will be delivered to such Beneficial Owners.

ARTICLE III
ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of 2022A Bonds. At any time after the execution of this Agreement, the City may issue the 2022A Bonds for the CFD with respect to Improvement Area No. 2 in the aggregate principal amount set forth in Section 2.01 and deliver the 2022A Bonds to the Fiscal Agent for authentication and delivery to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to execute and deliver any and all documents and instruments necessary to cause the issuance of the 2022A Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance and costs of the Project by the Fiscal Agent from the proceeds of the 2022A Bonds and to do and cause to be done any and all acts and things necessary or convenient for the timely delivery of the 2022A Bonds to the Original Purchaser. The Fiscal Agent is hereby authorized and directed to authenticate the 2022A Bonds and deliver them to the Original Purchaser, upon receipt of the purchase price for the 2022A Bonds.

Section 3.02. Pledge of Special Tax Revenues. The Bonds shall be secured by a first pledge (which pledge shall be effected in the manner and to the extent herein provided) of all of the Special Tax Revenues and all moneys deposited in the Bond Fund (including the Special Tax Prepayments Account), and, until disbursed as provided herein, in the Special Tax Fund. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated to the payment of the principal of, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose under Section 9.03.

The 2022A Bonds and all 2022A Related Parity Bonds shall be secured by a first pledge (which pledge shall be effected in the manner and to the extent herein provided) of all moneys deposited in the 2022 Reserve Fund. The moneys in the 2022 Reserve Fund (except as otherwise provided herein) are hereby dedicated to the payment of the principal of, and interest and any premium on, the 2022A Bonds and all 2022A Related Parity Bonds as provided herein and in the Act until all of the 2022A Bonds and all 2022A Related Parity Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose under Section 9.03.

The 2022A Bonds are secured by a first pledge (which pledge shall be effected in the manner and to the extent herein provided) of moneys in the 2022A Capitalized Interest Account.

Amounts in the Improvement Fund (and the accounts therein), the Administrative Expense Fund and the Costs of Issuance Fund are not pledged to the repayment of the Bonds. The Project is not pledged to the repayment of the Bonds, nor are the proceeds of any condemnation or insurance award received by the City with respect to the Project.

Section 3.03. Limited Obligation. All obligations of the City under this Agreement and the Bonds shall not be general obligations of the City, but shall be limited obligations, payable solely from the Special Tax Revenues and the funds pledged therefor hereunder. Neither the faith and credit nor the taxing power of the City (except to the limited extent set forth herein) or of the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 3.04. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section shall in any way prohibit the redemption of Bonds under Section 2.03, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03.

Section 3.05. Validity of Bonds. The validity of the authorization and issuance of the Bonds shall not be dependent upon the completion of the acquisition of the Project or upon the performance by any person of his obligation with respect to the Project.

Section 3.06. Parity Bonds. In addition to the 2022A Bonds, the City may issue Bonds as Parity Bonds in such principal amount as shall be determined by the City, under a Supplemental Agreement entered into by the City and the Fiscal Agent. Any such Parity Bonds shall constitute Bonds hereunder and, to the extent provided herein, shall be secured by a lien on the Special Tax Revenues and funds pledged for the payment of the Bonds hereunder on a parity with all other Bonds Outstanding hereunder. The City may issue such Parity Bonds subject to the following specific conditions precedent:

(A) Compliance. Following issuance of the Parity Bonds, the City shall be in compliance with all covenants set forth in this Agreement and all Supplemental Agreements, and issuance of the Parity Bonds shall not cause the City to exceed the indebtedness limit of Improvement Area No. 2.

(B) Same Payment Dates. The Supplemental Agreement providing for the issuance of such Parity Bonds shall provide that interest thereon shall be payable on the Interest Payment Dates, and principal thereof shall be payable on September 1 (provided that there shall be no requirement that any Parity Bonds pay interest on a current basis).

(C) Debt Service Reserve Fund. The Supplemental Agreement providing for issuance of the Parity Bonds shall provide for (i) a deposit to the 2022 Reserve Fund in an amount necessary such that the amount deposited therein shall equal the 2022 Reserve Requirement following issuance of the Parity Bonds, (ii) a deposit to a reserve account for the Parity Bonds (and such other series of Parity Bonds identified by the City) in an amount defined in such Supplemental Agreement, as long as such Supplemental Agreement expressly declares that the Owners of such Parity Bonds will have no interest in or claim to the 2022 Reserve Fund and that the Owners of the Bonds covered by the 2022 Reserve Fund will have no interest in or claim to such other reserve account or (iii) no deposit to either the 2022 Reserve Fund or another reserve account as long as such Supplemental Agreement expressly declares that the Owners of such Parity Bonds will have no interest in or claim to the 2022 Reserve Fund or any other reserve account. The Supplemental Agreement may provide that the City may satisfy the reserve requirement for a series of Parity Bonds by the deposit into the reserve account established pursuant to such Supplemental Agreement of an irrevocable standby or direct-pay letter of credit, insurance policy, or surety bond issued by a commercial bank or insurance company as described in the Supplemental Agreement.

(D) Value. The Improvement Area No. 2 Value shall be at least three (3) times the sum of: (i) the aggregate principal amount of all Bonds then Outstanding, plus (ii) the aggregate principal amount of the series of Parity Bonds proposed to be issued, plus (iii) the aggregate principal amount of any fixed assessment liens on the Taxable Parcels in Improvement Area No. 2, plus (iv) a portion of the aggregate principal amount of any and

all other community facilities district bonds then outstanding and payable at least partially from special taxes to be levied on Taxable Parcels within Improvement Area No. 2 (the "Other District Bonds") equal to the aggregate outstanding principal amount of the Other District Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other District Bonds on Taxable Parcels within Improvement Area No. 2, and the denominator of which is the total amount of special taxes levied for the Other District Bonds on all parcels of land against which the special taxes are levied to pay the Other District Bonds, based upon information from the most recent available Fiscal Year.

(E) Coverage. An Independent Financial Consultant shall certify:

(i) For each Fiscal Year after issuance of the Parity Bonds, the maximum amount of the Special Taxes that may be levied on the Qualifying Taxable Parcels for such Fiscal Year under the Ordinance, the Agreement and any Supplemental Agreement less estimated Administrative Expenses for each respective Fiscal Year, will be at least 110% of the total Annual Debt Service of the then Outstanding Bonds and the proposed Parity Bonds for each Bond Year that commences in each such Fiscal Year.

For purposes of this subsection (E)(i), "Qualifying Taxable Parcel" means, as of the date of the Officer's Certificate required by subsection (F), a Taxable Parcel that (i) is not delinquent in the payment of Special Taxes and (ii) has a Taxable Parcel Value that is at least two (2) times the sum of: (w) the portion of the aggregate principal amount of all Bonds then Outstanding that is allocable to such Taxable Parcel, plus (x) the portion of the aggregate principal amount of the series of Parity Bonds proposed to be issued that is allocable to such Taxable Parcel, plus (y) the aggregate principal amount of any fixed assessment liens on such Taxable Parcel, plus (z) the portion of the applicable principal amount of any and all Other District Bonds that is allocable to such Taxable Parcel. For purposes of the definition of Qualifying Taxable Parcel, the portion of the aggregate principal amount of any Bonds, Parity Bonds or Other District Bonds allocable to each Qualifying Taxable Parcel shall be an amount equal to the aggregate principal amount of such Bonds, proposed Parity Bonds or Other District Bonds multiplied by a fraction, the numerator of which is the maximum amount of special taxes that could be levied on such Taxable Parcel to pay for the Bonds, proposed Parity Bonds or Other District Bonds in the next Fiscal Year that begins after issuance of the proposed Parity Bonds and based on the assumptions that (A) the proposed Parity Bonds have been issued, (B) the special taxes will be levied to pay debt service on the proposed Parity Bonds, (C) the special taxes will be levied in the next Fiscal Year based on Expected Land Uses (as defined in the Rate and Method) on the date that the City Council approves the issuance of the proposed Parity Bonds or such other date prior to the issuance of the Parity Bonds selected by the Finance Director and the assumption that the property constitutes Developed Property (as defined in the Rate and Method) and (D) there is no capitalized interest, and the denominator of which is the total of the maximum amount of special taxes that could be levied on all Taxable Parcels in Improvement Area No. 2 or other district to pay for the Bonds, Parity Bonds or Other District Bonds in such fiscal year and based on such assumptions.

(ii) In the event Special Taxes are prepaid under the Rate and Method or the Act and applied in accordance with the Rate and Method and the Agreement,

the Special Taxes that may be levied for each Fiscal Year after the prepayment under the Ordinance, the Agreement and any Supplemental Agreement less estimated Administrative Expenses for each respective Fiscal Year will be at least 110% of the Annual Debt Service payable with respect to the remaining Outstanding Bonds and the proposed Parity Bonds for each Bond Year that commences in each such Fiscal Year.

For the purpose of calculating the Special Taxes that may be levied for each Fiscal Year after issuance of the Parity Bonds under this subsection (E)(ii), the City shall not include the Special Taxes that may be levied on any parcel of Taxable Property that is delinquent in the payment of Special Taxes on the date of the Officer's Certificate required by subsection (F).

(F) Certificates. The City shall deliver to the Fiscal Agent an Officer's Certificate certifying that the conditions precedent to the issuance of such Parity Bonds set forth in subsections (A), (B), (C), (D) and (E) of this Section 3.06 have been satisfied.

Notwithstanding the foregoing, the City may issue Refunding Bonds as Parity Bonds without the need to satisfy the requirements of subsections (D) or (E) above, and, in connection therewith, the Officer's Certificate in subsection (F) above need not make reference to said subsections (D) and (E).

Nothing in this Section 3.06 shall prohibit the City from issuing any other bonds or otherwise incurring debt secured by a pledge of the Special Tax Revenues subordinate to the pledge thereof under Section 3.02 of this Agreement.

ARTICLE IV
PROCEEDS, FUNDS AND ACCOUNTS

Section 4.01. Application of 2022A Bond Proceeds. The Proceeds of the 2022A Bonds received from the Original Purchaser in the amount of \$26,243,366.00 (which is equal to the initial principal amount of the 2022A Bonds, *plus* an original issue premium of \$1,440,056.00, *less* an underwriter's discount in the amount of \$326,690.00) shall be paid to the Fiscal Agent, which shall deposit the Proceeds on the Closing Date as follows:

- (i) \$675,000 into the Costs of Issuance Fund;
- (ii) \$1,895,200.00 into the 2022 Reserve Fund equaling the initial 2022 Reserve Requirement;
- (iii) \$23,111,929.33 into the 2022A Improvement Account of the Improvement Fund; and
- (iv) \$561,236.67 into the 2022A Capitalized Interest Account.

The Fiscal Agent may, in its discretion, establish a temporary fund or account to facilitate the foregoing deposits.

Section 4.02. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. The Costs of Issuance Fund is hereby established as a separate fund to be held by the Fiscal Agent, to the credit of which a deposit shall be made as required by Section 4.01. Moneys in the Costs of Issuance Fund shall be held by the Fiscal Agent for the benefit of the City and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in a requisition substantially in the form of Exhibit C hereto, executed by the Finance Director, containing respective amounts to be paid to the designated payees and delivered to the Fiscal Agent. Each such requisition shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited by the Fiscal Agent under Section 6.01. Interest earnings and profits resulting from such investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

(D) Closing of Fund. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 90 days from the Closing Date and then the Fiscal Agent shall transfer any moneys remaining therein, including any investment earnings thereon, to the Improvement Fund and used for the purposes thereof.

Section 4.03. 2022 Reserve Fund.

(A) Establishment of Fund. The 2022 Reserve Fund is hereby established as a separate fund to be held by the Fiscal Agent to the credit of which a deposit shall be made as required by Section 4.01, which deposit, as of the Closing Date, is equal to the initial 2022 Reserve Requirement with respect to the 2022A Bonds, and deposits shall be made as provided in Sections 3.06(C) and 4.05(A) and (B). Moneys in the 2022 Reserve Fund shall be held by the Fiscal Agent for the benefit of the Owners of the 2022A Bonds and any 2022A Related Parity Bonds as a reserve for the payment of the principal of, and interest and any premium on, the 2022A Bonds and any 2022A Related Parity Bonds and shall be subject to a lien in favor of the Owners of the 2022A Bonds and any 2022A Related Parity Bonds.

(B) Use of Reserve Fund. Except as otherwise provided in this Section, all amounts deposited in the 2022 Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of, and interest and any premium on, the 2022A Bonds and any 2022A Related Parity Bonds or, in accordance with the provisions of this Section, for the purpose of redeeming 2022A Bonds and any 2022A Related Parity Bonds from the Bond Fund. Whenever a transfer is made from the 2022 Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund for payment of the principal of, and interest and any premium on, the 2022A Bonds and any 2022A Related Parity Bonds, the Fiscal Agent shall provide written notice thereof to the Finance Director, specifying the amount withdrawn.

(C) Transfer of Excess of Reserve Requirement. Whenever, on or before any Interest Payment Date, or on any other date at the request of the Finance Director, the amount in the 2022 Reserve Fund exceeds the 2022 Reserve Requirement, the Fiscal Agent shall transfer an amount equal to the excess from the 2022 Reserve Fund to (i) the Improvement Fund, to be used to pay for Project costs and (ii) after the Improvement Fund is no longer open, the Bond Fund, to be used to pay interest on the 2022A Bonds and any 2022A Related Parity Bonds on the next Interest Payment Date.

(D) Transfer for Rebate Purposes. Amounts in the 2022 Reserve Fund shall be withdrawn for purposes of making payment to the federal government to comply with Section 5.11, upon receipt by the Fiscal Agent of an Officer's Certificate specifying the amount to be withdrawn and to the effect that such amount is needed for rebate purposes; *provided, however,* that no amounts in the 2022 Reserve Fund shall be used for rebate unless the amount in the 2022 Reserve Fund following such withdrawal equals the 2022 Reserve Requirement.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in the 2022 Reserve Fund exceeds the amount required to redeem or pay the Outstanding 2022A Bonds and all Outstanding 2022A Related Parity Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Fiscal Agent shall, upon the written request of the Finance Director, transfer any cash or Permitted Investments in the

2022 Reserve Fund to the Bond Fund to be applied, on the redemption date to the payment and redemption, in accordance with Section 4.04 or 2.03 and the provisions of the Supplemental Agreement related to the 2022A Related Parity Bonds, as applicable, of all of the Outstanding 2022A Bonds and Outstanding 2022A Related Parity Bonds. In the event that the amount so transferred from the 2022 Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding 2022A Bonds and Outstanding 2022A Related Parity Bonds, the balance in the 2022 Reserve Fund shall be transferred to the Finance Director to be used by the City for any lawful purpose.

Notwithstanding the provisions of the first paragraph of this Section 4.03(E), no amounts shall be transferred from the 2022 Reserve Fund under this Section 4.03(E) until after: (i) the calculation of any amounts due to the federal government under Section 5.11 and withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government; and (ii) payment of any fees and expenses due to the Fiscal Agent.

(F) Transfer Upon Special Tax Prepayment. Whenever Special Taxes are prepaid and 2022A Bonds or any 2022A Related Parity Bonds are to be redeemed with the proceeds of such prepayment pursuant to Section 2.03(A)(iii) or a Supplemental Agreement related to any 2022A Related Parity Bonds, any resulting reduction in the 2022 Reserve Requirement shall be transferred on the Business Day prior to the redemption date by the Fiscal Agent to the Bond Fund to be applied to the redemption of the 2022A Bonds pursuant to Section 2.03(A)(iii) or a Supplemental Agreement related to any 2022A Related Parity Bonds. The Finance Director shall deliver to the Fiscal Agent an Officer's Certificate specifying any amount to be so transferred, and the Fiscal Agent may rely on any such Officer's Certificate.

(G) Investment. Moneys in the 2022 Reserve Fund shall be invested by the Fiscal Agent under Section 6.01.

(H) Qualified Reserve Account Credit Instruments. The City shall have the right at any time to direct the Fiscal Agent to release funds from the 2022 Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (i) a Qualified Reserve Account Credit Instrument, and (ii) an opinion of Bond Counsel stating that neither the release of such funds nor the acceptance of such Qualified Reserve Account Credit Instrument will cause interest on the 2022A Bonds or any 2022A Related Parity Bonds the interest on which is excluded from gross income of the owners thereof for federal income tax purposes to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent, and upon delivery by the City to the Fiscal Agent of a written calculation of the amount permitted to be released from the 2022 Reserve Fund (upon which calculation the Fiscal Agent may conclusively rely), the Fiscal Agent shall transfer such funds from the 2022 Reserve Fund to the Improvement Fund to be used for the purposes thereof. Upon the scheduled expiration of any Qualified Reserve Account Credit Instrument, the City shall either (i) replace such Qualified Reserve Account Credit Instrument with a new Qualified Reserve Account Credit Instrument, or (ii) deposit or cause to be deposited with the Fiscal Agent an amount of funds equal to the 2022 Reserve Requirement, to be derived from the first available Special Tax Revenues. If the 2022 Reserve Requirement is

being maintained partially in cash and partially with a Qualified Reserve Account Credit Instrument, the cash shall be first used to meet any deficiency which may exist from time to time in the Bond Fund with respect to the 2022A Bonds and any 2022A Related Parity Bonds. If the 2022 Reserve Requirement is being maintained with two or more Qualified Reserve Account Credit Instruments, any draw to meet a deficiency which may exist from time to time in the Bond Fund with respect to the 2022A Bonds and any 2022A Related Parity Bonds shall be pro-rata with respect to each such instrument.

In the event that a Qualified Reserve Account Credit Instrument is available to be drawn upon for only one or more particular series of Bonds, a separate subaccount in the 2022 Reserve Fund may be established for such series, and the calculation of the 2022 Reserve Requirement with respect to any 2022A Related Parity Bonds shall exclude the debt service on such issue of 2022A Related Parity Bonds.

The City will have no obligation to replace a Qualified Reserve Account Credit Instrument or to fund the 2022 Reserve Fund with cash if, at any time that the 2022A Bonds are Outstanding, the Qualified Reserve Account Credit Instrument (or its provider) is downgraded or the provider becomes insolvent, if there is an unscheduled termination of the Qualified Reserve Account or if for any reason insufficient amounts are available to be drawn upon under the Qualified Reserve Account Credit Instrument; provided, however, that the City shall reimburse the provider, in accordance with the terms of the Qualified Reserve Account Credit Instrument, for any draws made thereon.

The City and the Fiscal Agent shall comply with the terms of the Qualified Reserve Account Credit Instrument as shall be required to receive payments thereunder in the event and to the extent required under this Section.

Section 4.04. Bond Fund.

(A) Establishment of Bond Fund. The Bond Fund is hereby established as a separate fund to be held by the Fiscal Agent to the credit of which deposits shall be made as required by Section 4.01, Section 4.07 and Section 4.03 and as otherwise set forth in this Agreement. Moneys in the Bond Fund shall be held by the Fiscal Agent for the benefit of the City and the Owners of the Bonds, and shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below.

Within the Bond Fund there is hereby established a separate account designated as the "2022A Capitalized Interest Account" to be held in trust by the Fiscal Agent for the benefit of the City and the Owners of the 2022A Bonds into which shall be deposited the amount specified in Section 4.01 (if any). Amounts on deposit in the 2022A Capitalized Interest Account shall be used and withdrawn by the Fiscal Agent solely for the payment of interest on the 2022A Bonds. When the amount in the 2022A Capitalized Interest Account is fully expended for the payment of interest, the account shall be closed.

There is also hereby created in the Bond Fund a separate account to be held by the Fiscal Agent, designated the "Special Tax Prepayments Account," to

the credit of which deposits shall be made as provided in clause (iii) of the second paragraph of Section 4.05(A).

(B) Disbursements. At least 10 Business Days before each Interest Payment Date or redemption date, the Fiscal Agent shall notify the Finance Director in writing as to the principal and premium, if any, and interest due on the Bonds on the next Interest Payment Date or redemption date (whether as a result of scheduled principal of and interest on the Bonds, optional redemption of the Bonds or a mandatory sinking fund redemption). On each Interest Payment Date or redemption date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, due and payable on such Interest Payment Date or redemption date on the Bonds.

At least 5 Business Days prior to each Interest Payment Date, the Fiscal Agent shall determine if the amounts then on deposit in the Bond Fund are sufficient to pay the Debt Service due on the Bonds on the next Interest Payment Date. In the event that amounts in the Bond Fund are insufficient for such purpose, the Fiscal Agent promptly shall notify the Finance Director by telephone (and confirm in writing) of the amount of the insufficiency.

In the event that amounts in the Bond Fund are insufficient for the purpose set forth in the preceding paragraph with respect to any Interest Payment Date, the Fiscal Agent shall do the following:

(i) Withdraw from the 2022 Reserve Fund, in accordance with the provisions of Section 4.03, to the extent of any funds (including the proceeds of any Qualified Reserve Account Credit Instrument held therein) or Permitted Investments therein, amounts to cover the amount of such Bond Fund insufficiency related to the 2022A Bonds and any 2022A Related Parity Bonds. Amounts so withdrawn from the 2022 Reserve Fund shall be deposited in the Bond Fund.

(ii) Withdraw from the reserve funds, if any, established under a Supplemental Agreement related to Parity Bonds that are not 2022A Related Parity Bonds, to the extent of any funds or Permitted Investments therein, amounts to cover the amount of such Bond Fund insufficiency related to such Parity Bonds. Amounts so withdrawn from any such reserve fund shall be deposited in the Bond Fund.

If, after the foregoing transfers, there are insufficient funds in the Bond Fund to make the payments provided for in the second sentence of the first paragraph of this Section 4.04(B), the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, if any, and then to payment of principal due on the Bonds by reason of sinking payments.

(C) Disbursements from the Special Tax Prepayments Account. Moneys in the Special Tax Prepayments Account shall be transferred by the Fiscal Agent to the Bond Fund on the next date for which notice of redemption of Bonds can timely be given under Section 2.03(A)(iii) and the redemption provisions set forth in a Supplemental Agreement, and notice to the Fiscal Agent can timely be

given under Section 2.03(B) and such Supplemental Agreement, and shall be used (together with any amounts transferred pursuant to Section 4.03(F) and the provisions of any Supplemental Agreement related to a reserve account for any Parity Bonds that are not 2022A Related Parity Bonds) to redeem Bonds on the redemption date selected in accordance with Section 2.03.

(D) Investment. Moneys in the Bond Fund, the 202A Capitalized Interest Account, any capitalized interest account created for a series of Parity Bonds, and the Special Tax Prepayments Account shall be invested under Section 6.01. Interest earnings and profits resulting from such investment shall be retained in the Bond Fund.

(E) Deficiency. If at any time it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay Debt Service on the Bonds in a timely manner, the Fiscal Agent shall report to the Finance Director such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

(F) Excess. Any excess moneys remaining in the Bond Fund following the payment of Debt Service on the Bonds on any September 1 (not including moneys in the 2022A Capitalized Interest Account or a similar account established for a series of Parity Bonds), shall be transferred to the Special Tax Fund.

Section 4.05. Special Tax Fund.

(A) Establishment of Special Tax Fund. The Special Tax Fund is hereby established as a separate fund to be held by the Fiscal Agent, to the credit of which the Fiscal Agent shall deposit amounts received from or on behalf of the City consisting of Special Tax Revenues and amounts transferred from the Administrative Expense Fund and the Bond Fund. The City shall promptly remit any Special Tax Revenues received by it to the Fiscal Agent for deposit by the Fiscal Agent to the Special Tax Fund.

Notwithstanding the foregoing,

(i) Special Tax Revenues in an amount not to exceed the amount included in the Special Tax levy for such Fiscal Year for Administrative Expenses shall be separately identified by the Finance Director and shall be deposited by the Fiscal Agent in the Administrative Expense Fund;

(ii) any Special Tax Revenues constituting the collection of delinquencies in payment of Special Taxes shall be separately identified by the Finance Director and shall be disposed of by the Fiscal Agent first, for transfer to the Bond Fund to pay any past due Debt Service on the Bonds; second, without preference or priority, for transfer to the 2022 Reserve Fund to the extent needed to increase the amount then on deposit in the 2022 Reserve Fund up to the then 2022 Reserve Requirement and for transfer to the reserve account for any Parity Bonds that are not 2022A Related Parity Bonds to the extent needed to increase the amount then on

deposit therein to the required level; and third, to be held in the Special Tax Fund for use as described in Section 4.05(B) below; and

(iii) any proceeds of Special Tax Prepayments shall be separately identified by the Finance Director and shall be deposited by the Fiscal Agent as follows (as directed in writing by the Finance Director): (a) that portion of any Special Tax Prepayment constituting a prepayment of construction costs (which otherwise could have been included in the proceeds of Parity Bonds) shall be deposited by the Fiscal Agent to the Improvement Fund and (b) the remaining Special Tax Prepayment shall be deposited by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to Section 4.04(A).

(B) Disbursements. At least 7 Business Days prior to each Interest Payment Date or redemption date, the Fiscal Agent shall withdraw from the Special Tax Fund and transfer the following amounts in the following order of priority:

(i) to the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund and any expected transfers from the Improvement Fund, the 2022 Reserve Fund, any reserve account for Parity Bonds that are not 2022A Related Parity Bonds, the 2022A Capitalized Interest Account, a capitalized interest account established for any series of Parity Bonds and the Special Tax Prepayments Account to the Bond Fund such that the amount in the Bond Fund equals the principal (including any sinking payment), premium, if any, and interest due on the Bonds on such Interest Payment Date or redemption date and any past due principal or interest on the Bonds not theretofore paid from a transfer described in subparagraph (ii) of the second paragraph of Section 4.05(A),

(ii) without preference or priority (a) to the 2022 Reserve Fund an amount, taking into account amounts then on deposit in the 2022 Reserve Fund, such that the amount in the 2022 Reserve Fund is equal to the 2022 Reserve Requirement, and (b) to the reserve account for any Parity Bonds that are not 2022A Related Parity Bonds, taking into account amounts then on deposit in such reserve account, such that the amount in such reserve account is equal to the amount required to be on deposit therein (and in the event that amounts in the Special Tax Fund are not sufficient for the purposes of this paragraph, such amounts shall be applied to the 2022 Reserve Fund and any other reserve accounts ratably based on the then Outstanding principal amount of the Bonds), and

(iii) on each October 1, beginning on October 1, 2023, all of the moneys remaining in the Special Tax Fund, to the extent that they are not needed to pay for Administrative Expenses, shall be transferred to the Finance Director for deposit in accordance with the DDA and the Development Agreement.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited by the Fiscal Agent under Section 6.01. Interest earnings and profits

resulting from such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 4.06. Administrative Expense Fund.

(A) Establishment of Administrative Expense Fund. The Administrative Expense Fund is hereby established as a separate fund to be held by the Fiscal Agent, to the credit of which deposits shall be made as required by Section 4.05(A). Moneys in the Administrative Expense Fund shall be held by the Fiscal Agent for the benefit of the City, and shall be disbursed as provided below.

(B) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the Fiscal Agent and paid to the City or its order upon receipt by the Fiscal Agent of an Officer's Certificate, in substantially the form of Exhibit D hereto, stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense or a Cost of Issuance and the nature of such Administrative Expense or such Cost of Issuance.

Annually, on the last day of each Fiscal Year, the Fiscal Agent shall withdraw from the Administrative Expense Fund and transfer to the Special Tax Fund any amount in excess of that which is needed to pay any Administrative Expenses incurred but not yet paid, and which are not otherwise encumbered, as identified by the Finance Director in an Officer's Certificate.

Proceeds of the 2022A Bonds, if any, deposited into the Administrative Expense Fund shall be spent before any other moneys in the Administrative Expense Fund.

(C) Investment. Moneys in the Administrative Expense Fund shall be invested by the Fiscal Agent under Section 6.01. Interest earnings and profits resulting from such investment shall be retained by the Fiscal Agent in the Administrative Expense Fund to be used for the purposes of such fund.

Section 4.07. Improvement Fund.

(A) Establishment of Improvement Fund. The Improvement Fund is hereby established as a separate fund to be held by the Fiscal Agent, and within the Improvement Fund is hereby established a separate account to be designated the "2022A Improvement Account". Moneys shall be credited to the 2022A Improvement Account as required by Sections 4.01, 4.02(D) and 4.05(A).

The City may direct the Fiscal Agent to establish additional accounts within the Improvement Fund pursuant to a Supplemental Agreement.

Moneys in the Improvement Fund shall be disbursed, except as otherwise provided in subsections (B) and (D) of this Section, for the payment or reimbursement of costs of the Project.

(B) Procedure for Disbursement. Disbursements from the Improvement Fund shall be made by the Fiscal Agent upon receipt of an Officer's Certificate substantially in the form of Exhibit B attached hereto which shall:

(i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made (which shall be for payment of a Project cost or to reimburse expenditures of the City or any other party for Project costs previously paid), the account from which the disbursement shall be made, and the person to which the disbursement is to be paid; and

(ii) certify that the disbursements described in the certificate are properly chargeable to the Improvement Fund; and

(iii) certify that no portion of the amount then being requested to be disbursed was set forth in any Officers Certificate previously filed requesting disbursement.

Each such requisition shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

(C) Investment. Moneys in the Improvement Fund shall be invested in accordance with Section 6.01. Interest earnings and profits from such investment shall be retained in the applicable account of the Improvement Fund to be used for the purpose of such account.

(D) Closing of Fund. When the City believes that the Project has been completed, it shall provide a written notice to the Developer that the City believes the Project has been completed and that the Improvement Fund should be closed. The Developer shall have 30 days after receipt of such notice to dispute the City's finding or to concur that the Project is complete. If the Developer concurs that the Project is complete, or fails to respond to the notice by the end of the 30-day period, the City may file an Officer's Certificate directing the Fiscal Agent to close the Improvement Fund.

Upon the filing of an Officer's Certificate stating that the Project has been completed and that all costs of the Project have been paid or are not required to be paid from the Improvement Fund, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to Debt Service payments due on the next succeeding Interest Payment Date and the Improvement Fund shall be closed. Moneys transferred from the Improvement Fund to the Bond Fund shall be used to pay Debt Service on the Bonds in the manner specified by the City in an Officer's Certificate.

ARTICLE V
COVENANTS

Section 5.01. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

(A) Processing. On or within five (5) Business Days of each June 1, the Fiscal Agent shall provide the Finance Director with a notice stating (i) the amount then on deposit in the Bond Fund (including the 2022A Capitalized Interest Account and the capitalized interest account for any Parity Bonds), the 2022 Reserve Fund and any reserve account for Parity Bonds that are not 2022A Related Parity Bonds that is held by the Fiscal Agent, and (ii) if the amount in the 2022 Reserve Fund is less than the 2022 Reserve Requirement or the amount in such other reserve account held by the Fiscal Agent is less than its required amount, informing the City that replenishment of the 2022 Reserve Fund or reserve account is necessary. The receipt of or failure to receive such notice by the Finance Director shall in no way affect the obligations of the Finance Director under the following two paragraphs and the Fiscal Agent shall not be liable for failure to provide such notices to the Finance Director. Upon receipt of such notice, the Finance Director shall communicate with the Auditor to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits or combinations during the preceding and then current year.

(B) Levy. The Finance Director shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance by each August 1 that the Bonds are outstanding, or otherwise such that the computation of the levy is complete before the final date on which Auditor will accept the transmission of the Special Tax amounts for the parcels within Improvement Area No. 2 for inclusion on the next real property tax roll. Upon the completion of the computation of the amounts of the levy, the Finance Director shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the next real property tax roll.

(C) Computation. The Finance Director shall fix and levy the amount of Special Taxes within Improvement Area No. 2 required to pay the following amounts, taking into account the balances in the applicable funds established under this Agreement: (i) the principal of and interest on any outstanding Bonds of the CFD with respect to Improvement Area No. 2 becoming due and payable during the ensuing calendar year, (ii) any necessary replenishment or expenditure of the 2022 Reserve Fund and any other reserve account for Parity Bonds that are not 2022A Related Parity Bonds to the extent such replenishment has not been included in the computation of the Special Taxes in a previous Fiscal Year, (iii) the Administrative Expenses, including amounts necessary to discharge any rebate obligation, during such year, (iv) an amount to cure delinquencies in the payment of principal or interest on Bonds that occurred in the previous Fiscal Year, and (v) any Project costs to be paid from Special Taxes.

Nothing in this Section 5.01(C) is intended to limit the amount of Special Taxes to be levied by the City to the extent that a higher amount is required to be levied by the DDA and Development Agreement.

(D) Collection. Except as set forth in the Ordinance, Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the ad valorem taxes on real property.

Section 5.02. Covenant to Foreclose. Under the Act, the City hereby covenants with and for the benefit of the Owners of the Bonds that it will order, and cause to be commenced as hereinafter provided, and thereafter diligently prosecute to judgment (unless such delinquency is theretofore brought current), an action in the superior court to foreclose the lien of any Special Tax or installment thereof not paid when due as provided in the following two paragraphs. The Finance Director shall notify the City Attorney of any such delinquency of which the Finance Director is aware, and the City Attorney shall commence, or cause to be commenced, such proceedings.

On or about June 30 of each Fiscal Year, the Finance Director shall compare the amount of Special Taxes theretofore levied in Improvement Area No. 2 to the amount of Special Tax Revenues theretofore received by the City, and:

(A) Individual Delinquencies. If the Finance Director determines that any single parcel subject to the Special Tax in Improvement Area No. 2 is delinquent in the payment of two installments of Special Taxes for Developed Property consisting of a Residential Unit and one installment for all other Taxable Parcels, then the Finance Director shall send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 45 days of such determination, and (if the delinquency remains uncured) foreclosure proceedings shall be commenced by the City within 90 days of such determination. Notwithstanding the foregoing, the Finance Director may defer any such actions with respect to a delinquent parcel if (1) Improvement Area No. 2 is then participating in the Alternative Method of Distribution of Tax Levies and Collections described in Revenue & Taxation Code Section 4701 et seq., or an equivalent procedure, (2) the amount in the 2022 Reserve Fund is at least equal to the 2022 Reserve Requirement and (3) the amount in the reserve account for any Parity Bonds that are not 2022A Related Parity Bonds is at least equal to the required amount.

(B) Aggregate Delinquencies. If the Finance Director determines that the total amount of delinquent Special Tax for the prior Fiscal Year for the entire Improvement Area No. 2 (including the total of delinquencies under subsection (A) above), exceeds 5% of the total Special Tax due and payable for the prior Fiscal Year, determined by reference to the latest available secured property tax roll of the City, the Finance Director shall notify or cause to be notified property owners who are then delinquent in the payment of Special Taxes (and demand immediate payment of the delinquency) within 45 days of such determination, and shall commence foreclosure proceedings within 90 days of such determination against each parcel of land in Improvement Area No. 2 with a Special Tax delinquency.

The Finance Director and the City Attorney, as applicable, are hereby authorized to employ counsel to conduct any such foreclosure proceedings. The fees and expenses of any such counsel (including a charge for City staff time) in conducting foreclosure proceedings shall be an Administrative Expense hereunder.

Section 5.03. Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Agreement and any Supplemental Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.04. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.05. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, or their Owners, except as permitted by this Agreement.

Section 5.06. Books and Records.

(A) **City.** The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent (who shall have no duty to inspect) and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

(B) **Fiscal Agent.** The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions made by it relating to the expenditure of amounts disbursed from the funds, and, if any, accounts in such funds held by the Fiscal Agent hereunder. Such books of record and accounts shall at all times during business hours be subject to the inspection of the City and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing upon reasonable prior notice.

Section 5.07. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend

their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.08. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.09. Private Activity Bond Limitations. The City shall assure that the proceeds of the 2022A Bonds are not so used as to cause the 2022A Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

Section 5.10. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the 2022A Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

Section 5.11. Rebate Requirement. The City shall take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the 2022A Bonds. The Finance Director shall take note of any investment of monies hereunder in excess of the yield on the 2022A Bonds, and shall take such actions as are necessary to ensure compliance with this Section 5.11, such as increasing the portion of the Special Tax levy for Administrative Expenses as appropriate to have funds available in the Administrative Expense Fund to satisfy any rebate liability under this Section. If necessary to satisfy its obligations under this Section 5.11, the City may use:

- (A) Amounts in the 2022 Reserve Fund if the amount on deposit in the 2022 Reserve Fund, following the proposed transfer, is at least equal to the 2022 Reserve Requirement, and amounts in any other reserve account for Parity Bonds that are not 2022A Related Parity Bonds to the extent permitted by the Supplemental Agreement;
- (B) Amounts on deposit in the Administrative Expense Fund; and
- (C) Any other funds available to the City, including amounts advanced by the City, in its sole discretion, to be repaid as soon as practicable from amounts described in the preceding clauses (A) and (B).

Section 5.12. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the proceeds of the 2022A Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the 2022A Bonds would have caused the 2022A Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Tax Code.

Section 5.13. Yield of the 2022A Bonds. In determining the yield of the 2022A Bonds to comply with Sections 5.11 and 5.12, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the Closing Date, regarding prepayments of Special Taxes and use of prepayments for

redemption of the 2022A Bonds, without regard to whether or not prepayments are received or 2022A Bonds redeemed.

Section 5.14. Maintenance of Tax-Exemption; Record Retention; Compliance with Tax Certificates. The City shall take all actions necessary to assure the exclusion of interest on the 2022A Bonds from the gross income of the Owners of the 2022A Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the date of issuance of the 2022A Bonds.

The City will retain its records of all accounting and monitoring it carries out with respect to the 2022A Bonds for at least 3 years after the 2022A Bonds mature or are redeemed (whichever is earlier); however, if the 2022A Bonds are redeemed and refunded, the City will retain its records of accounting and monitoring at least 3 years after the earlier of the maturity or redemption of the obligations that refunded the 2022A Bonds.

The City will comply with the provisions of the Certificate as to Arbitrage and the Use of Proceeds Certificate with respect to the 2022A Bonds, which are incorporated herein as if fully set forth herein. The covenants of this paragraph will survive payment in full or defeasance of the 2022A Bonds.

Section 5.15. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an event of default for the purposes of this Agreement. However, any Owner or Beneficial Owner of the 2022A Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

One or more owners of the real property in Improvement Area No. 2 as of the Closing Date may also have executed a continuing disclosure agreement for the benefit of the holders and Beneficial Owners of the 2022A Bonds. Any Participating Underwriter or Holder or Beneficial Owner may take such actions as may be necessary and appropriate directly against any such landowner to compel performance by it of its obligations thereunder, including seeking mandate or specific performance by court order; however the City shall have no obligation whatsoever to enforce any obligations under any such agreement.

Section 5.16. Limits on Special Tax Waivers and Bond Tenders. The City covenants not to exercise its rights under the Act to waive delinquency and redemption penalties related to the Special Taxes or to declare a Special Tax penalties amnesty program if to do so would materially and adversely affect the interests of the Owners of the Bonds and further covenants not to permit the tender of Bonds in payment of any Special Taxes except upon receipt of a certificate of an Independent Financial Consultant that to accept such tender will not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on the Bonds and any Parity Bonds remaining Outstanding following such tender.

Section 5.17. City Bid at Foreclosure Sale. The City will not bid at a foreclosure sale of property in respect of delinquent Special Taxes, unless it expressly agrees to take the property subject to the lien for Special Taxes imposed by the City and that the Special Taxes levied on the property are payable while the City owns the property.

Section 5.18. Amendment of Rate and Method.

(A) General. The City shall not initiate proceedings under the Act to modify the Rate and Method if such modification would adversely affect the security for the Bonds. If an initiative is adopted that purports to modify the Rate and Method in a manner that would adversely affect the security for the Bonds, the City shall, to the extent permitted by law, commence and pursue reasonable legal actions to prevent the modification of the Rate and Method in a manner that would adversely affect the security for the Bonds.

(B) Exception. Notwithstanding clause (A) of this section, the City may initiate proceedings to reduce the maximum Special Tax rates under the Rate and Method, if, in connection therewith: (i) the City receives a certificate from one or more Independent Financial Consultants which, when taken together, certify that, on the basis of the Taxable Parcels in the CFD as of the July 1 preceding the reduction, the maximum amount of the Special Tax which may be levied on then-existing Taxable Parcels in each Bond Year for any Bonds and Parity Bonds Outstanding will equal at least the sum of the estimated Administrative Expenses and 110% of Debt Service in each Bond Year on all Bonds and Parity Bonds to remain Outstanding after the reduction is approved; (ii) the reduction does not adversely affect the financing of the Project and (iii) the City is not delinquent in the payment of the principal of or interest on the Bonds. For purposes of estimating Administrative Expenses for the foregoing calculation, the Independent Financial Consultants will compute the Administrative Expenses for the current Fiscal Year and escalate such amounts by 2% in each subsequent Fiscal Year.

Section 5.19. Limitation on Principal Amount of Parity Bonds. Following issuance of the 2022A Bonds in the aggregate principal amount of \$25,130,000, the City will not issue more than \$253,070,000 initial principal amount of Parity Bonds (exclusive of any Refunding Bonds).

ARTICLE VI

INVESTMENTS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds.

(A) **General.** Moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent shall be invested by the Fiscal Agent in Permitted Investments, which in any event by their terms mature prior to the date on which such moneys are required to be paid out hereunder, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall hold such funds uninvested. The Finance Director shall make note of any investment of funds hereunder in excess of the yield on the Bonds so that appropriate actions can be taken to assure compliance with Section 5.11.

(B) **Moneys in Funds.** Moneys in any fund or account created or established by this Agreement and held by the Finance Director shall be invested by the Finance Director in any Permitted Investment or in any other lawful investment for City funds, which in any event by its terms matures prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts. Whenever in this Agreement any moneys are required to be transferred by the City to the Fiscal Agent, such transfer may be accomplished by transferring a like amount of Permitted Investments.

(C) **Actions of Officials.** The Fiscal Agent and its affiliates or the Finance Director may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. Neither the Fiscal Agent nor the Finance Director shall incur any liability for losses arising from any investments made pursuant to this Section. The Fiscal Agent shall not be required to determine the legality of any investments.

(D) **Valuation of Investments.** Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Tax Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under the applicable provisions of the Tax Code and (unless valuation is undertaken at least annually) investments in the subaccounts within the 2022 Reserve Fund shall be valued at their present value (within the meaning of section 148 of the Tax Code). The Fiscal Agent shall not be liable for verification of the application of such sections of the Tax Code or for any determination of Fair Market Value or present value and may conclusively rely upon an Officer's Certificate as to such valuations.

(E) **Commingled Money.** Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Finance Director hereunder, provided that the Fiscal Agent or the Finance Director, as applicable, shall at

all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

(F) Confirmations Waiver. The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements in accordance with Section 7.03 which shall include detail for all investment transactions made by the Fiscal Agent hereunder.

(G) Sale of Investments. The Fiscal Agent or the Finance Director, as applicable, shall sell at Fair Market Value, or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the Finance Director shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

Section 6.02. Liability of City.

(A) General. The City shall not incur any responsibility or liability in respect of the Bonds or this Agreement other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Fiscal Agent herein or of any of the documents executed by the Fiscal Agent in connection with the Bonds, or as to the existence of a default or event of default thereunder.

(B) Reliance. In the absence of bad faith, the City, including the Finance Director, may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City by the Fiscal Agent or an Independent Financial Consultant and conforming to the requirements of this Agreement. The City, including the Finance Director, shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts. The City may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel, who may be the City Attorney, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

(C) No General Liability. No provision of this Agreement shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Tax Revenues) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(D) Owner of Bonds. The City shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his or her title thereto satisfactorily established, if disputed.

Section 6.03. Employment of Agents by City. In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

ARTICLE VII
THE FISCAL AGENT

Section 7.01. The Fiscal Agent.

(A) Appointment. The Fiscal Agent is hereby appointed as the fiscal, authentication, paying and transfer agent hereunder for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Fiscal Agent.

(B) Merger. Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section 7.01 shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding. The Fiscal Agent shall give the Finance Director written notice of any such succession hereunder.

(C) Removal. Upon 30 days written notice, the City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, national banking association or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(D) Resignation. The Fiscal Agent may at any time resign by giving written notice to the City by certified mail return receipt requested, and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

(E) No Successor. If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section 7.01 within 45 days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent, at the expense of the City, or any Owner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

(F) Court Order. If, by reason of the judgment of any court, the Fiscal Agent is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the Fiscal Agent hereunder shall be assumed by and vest in the Finance Director of the City in trust for the benefit of the Owners. The City covenants for the direct benefit of the Owners that its

Finance Director in such case shall be vested with all of the rights and powers of the Fiscal Agent hereunder, and shall assume all of the responsibilities and perform all of the duties of the Fiscal Agent hereunder, in trust for the benefit of the Owners of the Bonds.

Section 7.02. Liability of Fiscal Agent.

(A) General. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Agreement, the Bonds or any collateral or of any lien or security interest created hereunder, nor shall the Fiscal Agent incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds. All indemnifications and releases from liability granted to the Fiscal Agent hereunder shall extend to the directors, officers and employees of the Fiscal Agent.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

(B) Reliance. The Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates, documents, written instructions or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement; but in the case of any such certificates, documents, written instructions or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, facsimile transmission, electronic mail, or other paper or document which it shall reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

(C) No Duty to Inquire. The Fiscal Agent shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the City or the CFD herein or of any of the documents executed by the City or the CFD in connection with the Bonds, or as to the existence of a default or event of default thereunder.

(D) Errors in Judgment. The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer of the Fiscal Agent unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

(E) No Expenditures. No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(F) No Action. The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners under this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity satisfactory to the Fiscal Agent against the costs, expenses (including attorney's fees) and liabilities which might be incurred by it in compliance with such request or direction.

(G) Owner of Bonds. The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

Section 7.03. Information; Books and Accounts. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to monthly statements reporting funds held and transactions by the Fiscal Agent, including the value of any investments held by the Fiscal Agent. The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the Special Tax Fund, the 2022 Reserve Fund, the Improvement Fund and the Cost of Issuance Fund. Such books of record and accounts shall, upon reasonable notice, during business hours be subject to the inspection of the City and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, facsimile transmission, electronic mail, written instructions, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Fiscal Agent may consult with counsel, who may be the City Attorney, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in accordance therewith.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by an Officer's Certificate of the City, and such

certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Fiscal Agent and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The Fiscal Agent may execute any of the duties or powers hereof and perform the duties required of it hereunder either directly or by or through attorneys or agents, and shall be entitled to rely on advice of counsel concerning all matters of its duty hereunder.

The permissive right of the Fiscal Agent to do things enumerated in this Agreement shall not be construed as a duty and it shall not be answerable for such actions other than as a result of its negligence or willful misconduct.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys (including the allocated costs of in-house attorneys), agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any liabilities, costs, claims or expenses, including fees and expenses of its attorneys, which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement, and payment of the Bonds and discharge of this Agreement, but any monetary obligation of the City arising under this Section shall be limited solely to amounts on deposit in the Administrative Expense Fund.

Section 7.06. Conflict of Interest. Through its execution of this Agreement, the Fiscal Agent 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.

Section 7.07. Proprietary or Confidential Information of City. The Fiscal Agent understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, the Fiscal Agent may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. The Fiscal Agent agrees that all information disclosed by the City to the Fiscal Agent shall be held in confidence and used only in performance of the Agreement, provided that, notwithstanding anything herein to the contrary, the foregoing shall not be construed to prohibit (i) disclosure of any and all information that is or becomes publicly known, or information obtained by Fiscal Agent from sources other than the other parties hereto, (ii) disclosure of any and all information (A) if required to do so by any applicable rule or regulation, (B) to any government agency or regulatory body having or claiming authority to regulate or oversee any aspects of Fiscal Agent's business or that of its affiliates, (C) pursuant to any subpoena, civil investigative demand or similar demand or request of any court, regulatory authority, arbitrator or arbitration to which Fiscal Agent or any affiliate or an officer, director, employer or shareholder thereof is a party or (D) to any affiliate, independent or internal auditor, agent, employee or attorney of Fiscal Agent having a need to know the same, provided that Fiscal Agent advises such recipient of the confidential nature of the information being disclosed, or (iii) any other disclosure authorized by the City and this Agreement. The Fiscal Agent shall exercise the same standard of care to protect such information as a reasonably prudent Fiscal Agent would use to protect its own proprietary data.

Section 7.08. Ownership of Results. Any interest of the Fiscal Agent or its subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by the Fiscal Agent or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to the City. However, the Fiscal Agent may retain and use copies for reference and as documentation of its experience and capabilities.

Section 7.09. Works for Hire. If, in connection with services performed under this Agreement, the Fiscal Agent 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 the Fiscal Agent or its subcontractors under this Agreement are not works for hire under U.S. law, the Fiscal Agent 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, the Fiscal Agent may retain and use copies of such works for reference and as documentation of its experience and capabilities.

Section 7.10. Audit and Inspection of Records. The Fiscal Agent 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. The Fiscal Agent will permit the 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 provided, however, that the Fiscal Agent shall not be required to disclose confidential or proprietary information. The Fiscal Agent 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, until after final audit has been resolved, or for such longer period as required by its document retention policies and procedures, 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 the City by this Section.

Section 7.11. Subcontracting. The Fiscal Agent is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by the 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.

Section 7.12. Assignment. The services to be performed by the Fiscal Agent are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Fiscal Agent unless first approved by the City (except pursuant to Section 7.01(E)) by written instrument executed and approved in the same manner as this Agreement provided, however, that no such approval is required for assignments pursuant to Section 7.01(E) hereof.

Section 7.13. Earned Income Credit (EIC) Forms. Administrative Code Section 120 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.

(a) The Fiscal Agent shall provide EIC Forms to each Eligible Employee (i.e., any employee of the Fiscal Agent who is paid at a rate that, on an annualized basis, is not greater than the EIC Limit) at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless the Fiscal Agent 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 the Fiscal Agent; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

(b) Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by the Fiscal Agent of the terms of this Agreement. If, within thirty days after the Fiscal Agent receives written notice of such a breach, the Fiscal Agent fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, the Fiscal Agent 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.

(c) Any subcontract entered into by the Fiscal Agent shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this Section.

(d) 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 Administrative Code.

Section 7.14. Local Business Enterprise Utilization; Liquidated Damages.

(a) The LBE Ordinance. The Fiscal Agent, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the 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 the Fiscal Agent's obligations or liabilities, or materially diminish the Fiscal Agent'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. Fiscal Agent's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of the Fiscal Agent's obligations under this Agreement and shall entitle the 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, the Fiscal Agent 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 the Fiscal Agent 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, the Fiscal Agent shall be liable for liquidated damages in an amount equal to the Fiscal Agent'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 the Fiscal Agent authorized in the LBE Ordinance, including declaring the Fiscal Agent to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Fiscal Agent'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 Section 14B.17.

By entering into this Agreement, the Fiscal Agent acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to the City upon

demand. The Fiscal Agent further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to the Fiscal Agent on any contract with the City.

The Fiscal Agent 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.

Section 7.15. Nondiscrimination; Penalties.

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

(c) Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. The Fiscal Agent 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 employee benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

(d) Condition to Contract. As a condition to this Agreement, the Fiscal Agent 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.

Section 7.16. MacBride Principles—Northern Ireland. The provisions of Chapter 12F of the San Francisco Administrative Code are incorporated by this reference and made part of this Agreement. By entering into this Agreement, the Fiscal Agent confirms that it has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

Section 7.17. Tropical Hardwood and Virgin Redwood Ban. Under San Francisco Environment Code Section 804(b), the City urges the Fiscal Agent not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

Section 7.18. Alcohol and Drug-Free Workplace . The City reserves the right to deny access to, or require the Fiscal Agent to remove from, City facilities personnel of such Fiscal Agent who the City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs the City’s ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. The City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for

which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Section 7.19. Resource Conservation. Chapter 5 of the San Francisco Environment Code (“Resource Conservation”) is incorporated herein by reference. Failure by Fiscal Agent to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

Section 7.20. Compliance with Americans with Disabilities Act. The Fiscal Agent shall provide the services specified in the Agreement in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II’s program access requirements, and all other applicable federal, state and local disability rights legislation.

Section 7.21. Sunshine Ordinance. The Fiscal Agent acknowledges that this Agreement and all records related to its formation, such Fiscal Agent’s performance of services provided under the Agreement, and the City’s payment are subject to the California Public Records Act, (California Government Code Section 6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

Section 7.22. Public Access to Meetings and Records. Only if the Fiscal Agent 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 Administrative Code, the Fiscal Agent shall comply with and be bound by all the applicable provisions of that Chapter and this Section 11.26; otherwise it will not be required to comply with or be bound by Chapter 12L of the Administrative Code and this Section 11.26. By executing this Agreement, the Fiscal Agent agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Fiscal Agent further agrees to make good faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Fiscal Agent acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Fiscal Agent 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.

Section 7.23. Limitations on Contributions. By executing this Agreement, the Fiscal Agent acknowledges its obligations under Section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (1) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (2) a candidate for that City elective office, or (3) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of the Fiscal Agent’s board of directors; the Fiscal Agent’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in the Fiscal Agent any subcontractor listed in the bid or

contract; and any committee that is sponsored or controlled by the Fiscal Agent. The Fiscal Agent certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for such contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

Section 7.24. Requiring Minimum Compensation for Covered Employees. The Fiscal Agent shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. The Fiscal Agent is subject to the enforcement and penalty provisions in San Francisco Administrative Chapter 12P. By entering into this Agreement, the Fiscal Agent certifies that it is in compliance with San Francisco Administrative Chapter 12P.

Section 7.25. Requiring Health Benefits for Covered Employees. The Fiscal Agent shall comply with San Francisco Administrative Code Chapter 12Q. The Fiscal Agent shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. The Fiscal Agent is subject to the enforcement and penalty provisions in Chapter 12Q.

Section 7.26. Prohibition on Political Activity with City Funds. In performing the services provided under the Agreement, the Fiscal Agent shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. The Fiscal Agent is subject to the enforcement and penalty provisions in Chapter 12G.

Section 7.27. Preservative-treated Wood Containing Arsenic. The Fiscal Agent may not purchase preservative-treated wood products containing arsenic in the performance of this Fiscal Agent 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. The Fiscal Agent 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 the Fiscal Agent 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.

Section 7.28. Nondisclosure of Private, Proprietary or Confidential Information. If this Agreement requires the City to disclose “Private Information” to the Fiscal Agent within the meaning of San Francisco Administrative Code Chapter 12M, the Fiscal Agent shall use such information consistent with the restrictions stated in San Francisco Administrative Code Chapter 12M and in this Agreement and only as necessary in performing the services provided under the Agreement. The Fiscal Agent is subject to the enforcement and penalty provisions in San Francisco Administrative Code Chapter 12M.

In the performance of services provided under the Agreement, the Fiscal Agent may have access to the City’s proprietary or confidential information, the disclosure of which to third parties may damage the City. If the City discloses proprietary or confidential information to the Fiscal Agent, such information must be held by such Fiscal Agent in confidence and used only in

performing the Agreement. The Fiscal Agent shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

Section 7.29. Food Service Waste Reduction Requirements. Effective June 1, 2007, the Fiscal Agent agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance applicable to contractors with the City, 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 Fiscal Agent Agreement as though fully set forth. This provision is a material term of this Fiscal Agent Agreement. By entering into this Agreement, the Fiscal Agent agrees that if it breaches this provision, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, the Fiscal Agent 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 the City will incur based on the violation, established in light of the circumstances existing at the time this Fiscal Agent Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by the City because of the Fiscal Agent's failure to comply with this provision.

Section 7.30. Graffiti Removal.

(A) 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.

(B) The Fiscal Agent shall remove all graffiti from any real property owned or leased by the Fiscal Agent in the City within forty-eight (48) hours of the earlier of the Fiscal Agent'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 the Fiscal Agent 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.).

Section 7.31. Slavery Era Disclosure.

(A) The Fiscal Agent acknowledges that this Agreement shall not be binding upon the City until the Director receives the affidavit required by the San Francisco Administrative Code's Chapter 12Y, "San Francisco Slavery Era Disclosure Ordinance."

(B) In the event the Director of Administrative Services finds that the Fiscal Agent has failed to file an affidavit as required by Section 12Y.4(a) and this Agreement, or has willfully filed a false affidavit, the Fiscal Agent shall be liable for liquidated damages in an amount equal to the Fiscal Agent's net profit on the Agreement, 10% of the total amount paid to the Fiscal Agent under the Agreement, or \$1,000, whichever is greatest as determined by the Director of Administrative Services. The Fiscal Agent acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Fiscal Agent from any agreement with the City.

(C) The Fiscal Agent shall maintain records necessary for monitoring its compliance with this provision.

Section 7.32. Qualified Personnel. The Fiscal Agent's work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of the Fiscal Agent. The Fiscal Agent will comply with the City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at the City's request, must be supervised by the Fiscal Agent.

Section 7.33. Responsibility for Equipment. The City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Fiscal Agent, or by any of its employees, even though such equipment be furnished, rented or loaned to the Fiscal Agent by the City.

Section 7.34. Independent Contractor; Payment of Taxes and Other Expenses.

(A) Independent Contractor. The Fiscal Agent or any agent or employee of the Fiscal Agent shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. The Fiscal Agent or any agent or employee of the Fiscal Agent shall not have employee status with the City, nor be entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any retirement, health or other benefits that the City may offer its employees. Contractor or any agent or employee of the Fiscal Agent is liable for the acts and omissions of itself, its employees and its agents. The Fiscal Agent shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to the Fiscal Agent's performing services and work, or any agent or employee of the Fiscal Agent providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the City and the Fiscal Agent or any agent or employee of the Fiscal Agent. Any terms in this Agreement referring to direction from the City shall be construed as providing for direction as to policy and the result of the Fiscal Agent's work only, and not as to the means by which such a result is obtained. The City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

(B) Payment of Taxes and Other Expenses. Should the City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that the Fiscal Agent is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by the Fiscal Agent which can be applied against this liability). The City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by the Fiscal Agent for the City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with the City to have the amount due withheld from future payments to the Fiscal Agent under this Agreement (again, offsetting any amounts already paid by the Fiscal Agent which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, the Fiscal Agent shall not be considered an employee of the City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that the Fiscal Agent is an employee for any other purpose, then the Fiscal Agent agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

Section 7.35. Consideration of Criminal History in Hiring and Employment Decisions. The Fiscal Agent agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement. The text of Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of the Fiscal Agents' obligations under Chapter 12T is set forth in this Section. The Fiscal Agent is required to comply with all of the applicable provisions of Chapter 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

Section 7.36. Submitting False Claims; Monetary Penalties. The full text of San Francisco Administrative Code §§ 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Under San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses,

or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Section 7.37. Conflict of Interest. By entering into the Agreement, the Fiscal Agent certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

Section 7.38. Reserved.

Section 7.39. Reserved.

Section 7.40. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of the City and the Fiscal Agent, and all 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.

Section 7.41. Laws Incorporated by Reference. The full text of the laws listed in this Section 7, including enforcement and penalty provisions, are incorporated into this Agreement by reference. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Section 7 are available at www.sfgov.org under "Open Gov."

Section 7.42. Sugar-Sweetened Beverage Prohibition. To the extent that the City repeals any provision of the Administrative Code incorporated, set forth or referenced in Sections 7.06 through 7.35 hereof, other than pursuant to a restatement or amendment of any such provision, such provision, as incorporated, set forth or referenced herein, shall no longer apply to this Agreement or the Fiscal Agent.

Section 7.43. First Source Hiring Program. The Fiscal Agent must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and the Fiscal Agent is subject to the enforcement and penalty provisions in Chapter 83.

Section 7.44. Prevailing Wages. Services to be performed by the Fiscal Agent under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) of the Administrative Code or Section 21C (collectively, "Covered Services"). The provisions of Section 6.22(e) and 21C of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by the Fiscal Agent.

Section 7.45. Repeal of Administrative Code Provisions. To the extent that the City repeals any provision of the Administrative Code incorporated, set forth or referenced in Sections 7.06 through 7.35 hereof, other than pursuant to a restatement or amendment of any such provision, such provision, as incorporated, set forth or referenced herein, shall no longer apply to this Agreement or the Fiscal Agent.

Section 7.46. Non-Waiver of Rights. The omission by the City at any time to enforce any default or right reserved to it under this Article VII, or to require performance of any of the terms, covenants, or provisions set forth in this Article VIII, shall not be a waiver of any such default or right to which the City is entitled, nor shall it in any way affect the right of the City to enforce such provisions thereafter.

ARTICLE VIII

MODIFICATION OR AMENDMENT

Section 8.01. Amendments Permitted.

(A) With Consent. This Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof.

(B) Without Consent. This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City herein, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owners of the Bonds;

(iv) to make such additions, deletions or modifications as may be necessary or desirable to assure exclusion from gross income for federal income tax purposes of interest on the Bonds;

(v) in connection with the issuance of any Parity Bonds under and pursuant to Section 3.06.

(C) Fiscal Agent's Consent. Any amendment of this Agreement may not modify any of the rights or obligations of the Fiscal Agent without its written consent. The Fiscal Agent shall be furnished an opinion of counsel that any such Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Section 8.01 and the Fiscal Agent may conclusively rely on such opinion and shall be absolutely protected in so relying.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time adopt a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01(A), to take effect when and as provided in this Section 8.03. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Fiscal Agent, at the expense of the City, to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section 8.03 provided.

Such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section 8.03 provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section 8.03 provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section 8.03 for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section 8.03 (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 60-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. Upon request of the Fiscal Agent, the City shall specify in a certificate to the Fiscal Agent those Bonds disqualified pursuant to this Section and the Fiscal Agent may conclusively rely on such certificate.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective under this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the City, the Fiscal Agent and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor and Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. The City may pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent at or before maturity, money which, together with the amounts then on deposit in the funds and accounts provided for in the Bond Fund and the 2022 Reserve Fund hereof, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums; or

(C) by irrevocably depositing with the Fiscal Agent cash and/or Federal Securities in such amount as the City shall determine, as confirmed by an independent certified public accountant, will, together with the interest to accrue thereon and moneys then on deposit in the fund and accounts provided for in the Bond Fund and the 2022 Reserve Fund or any reserve account for any Parity Bonds that are not 2022A Related Parity Bonds (to the extent invested in Federal Securities), be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

If the City shall have taken any of the actions specified in (A), (B) or (C) above, and if such Bonds are to be redeemed prior to the maturity thereof and notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate. Notice of such election shall be filed with the Fiscal Agent.

Notwithstanding the foregoing, the following obligations and pledges of the City shall continue in any event: (i) the obligation of the City to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon, (ii) the obligation of the City to pay amounts owing to the Fiscal Agent pursuant to Section 7.05, and (iii) the obligation of the City to assure that no action is taken or failed to be taken if such action or failure adversely affects the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Upon compliance by the City with the foregoing with respect to such Bonds Outstanding, any funds held by the Fiscal Agent after payment of all fees and expenses of the Fiscal Agent, which are not required for the purposes of the preceding paragraph, shall be paid over to the City and any Special Taxes thereafter received by the City shall not be remitted to the Fiscal Agent but shall be retained by the City to be used for any purpose permitted under the Act and the Resolution of Formation.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration, consent or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, consent or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registration books maintained by the Fiscal Agent under Section 2.07.

Any request, declaration, consent or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of or interest or any premium on the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by facsimile transmission receipt of which has been confirmed or by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City and County of San Francisco
1 Dr. Carlton B. Goodlett Place
City Hall, Room 336
San Francisco, CA 94102
Attn: Controller

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by facsimile transmission receipt of which has been confirmed or by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the Fiscal Agent with the City) as follows:

Zions Bancorporation, National Association
Corporate Trust Department
550 South Hope Street, Suite 2875
Los Angeles, CA 90071

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held by a court of competent jurisdiction to be illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payment of such principal, interest and premium have become payable, if such moneys were held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the City as its absolute property, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the City for the payment of the principal of, and interest and any premium on, such Bonds. Any right of any Owner to look to the City for such payment shall survive only so long as required under applicable law.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued under this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds, or the date fixed for redemption of

any Bonds, or the date any action is to be taken under this Agreement, is other than a Business Day, the payment of interest or principal (and premium, if any) or the action shall be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. State Reporting Requirements. In addition to Section 5.15, the following requirements shall apply to the Bonds:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the 2022A Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the Finance Director shall cause the information required by California Government Code Section 53359.5(b) to be supplied to CDIAC. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds due to insufficiency of funds on deposit in the Bond Fund, or if funds are withdrawn from the 2022 Reserve Fund to pay principal and interest on the Bonds so as to reduce the amount in the 2022 Reserve Fund to less than the 2022 Reserve Requirement, the Fiscal Agent shall notify the Finance Director of such failure or withdrawal in writing. The Finance Director shall notify CDIAC and the Original Purchasers of such failure or withdrawal within 10 days of such failure or withdrawal.

(C) Special Tax Reporting. The Finance Director shall file a report with the City no later than the January 1 first succeeding the date of the 2022A Bonds, and at least once a year thereafter, which annual report shall contain: (i) the amount of Special Taxes collected and expended with respect to the CFD, (ii) the amount of Bond proceeds collected and expended with respect to the CFD, and (iii) the status of the Project. It is acknowledged that the Special Tax Fund and the Special Tax Prepayments Account are the accounts into which Special Taxes collected on the City will be deposited for purposes of Section 50075.1(c) of the California Government Code, and the funds and accounts listed in Section 4.01 are the funds and accounts into which Bond proceeds will be deposited for purposes of Section 53410(c) of the California Government Code, and the annual report described in the preceding sentence is intended to satisfy the requirements of Sections 50075.1(d), 50075.3(d) and 53411 of the California Government Code.

(D) Compliance with Section 53343.2. The City shall comply with the provisions of California Government Code Section 53343.2, which require the City, within seven months after the last day of each fiscal year of the CFD, to display prominently on its Internet Web site all of the following information:

(a) A copy of an annual report for that fiscal year if requested pursuant to Section 53343.1.

(b) A copy of the report provided to the California Debt and Investment Advisory Commission pursuant to Section 53359.5.

(c) A copy of the report provided to the Controller's office pursuant to Section 12463.2.

(E) Amendment. The reporting requirements of this Section 9.13 shall be amended from time to time, without action by the City or the Fiscal Agent (i) with respect to subparagraphs (A) and (B) above, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act, (ii) with respect to subparagraph (C) above, to reflect any amendments to Section 50075.1, 50075.3, 53410 or 53411 of the California Government Code and (iii) with respect to subparagraph (D) above, to reflect any amendments to Section 53343.2. Notwithstanding the foregoing, any such amendment shall not, in itself, affect the City's obligations under the Continuing Disclosure Certificate. The City shall notify the Fiscal Agent in writing of any such amendments which affect the reporting obligations of the Fiscal Agent under this Agreement. Any increased reporting obligations are subject to the Fiscal Agent's approval in accordance with Section 8.01(C) of this Agreement.

(E) No Liability. None of the City and its officers, agents and employees, the Finance Director or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section 9.13.


The Finance Director shall provide copies of any such reports to any Bondowner upon the written request of a Bondowner and payment by the person requesting the information of the cost of the City to photocopy and pay any postage or other delivery cost to provide the same, as determined by the Finance Director. The term "Bondowner" for purposes of this Section 9.13 shall include any Beneficial Owner of the Bonds as described in Section 2.10.

Section 9.14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

* * * * *

IN WITNESS WHEREOF, the City and the Fiscal Agent have caused this Agreement to be executed as of the date first written above.

CITY AND COUNTY OF SAN FRANCISCO,
for and on behalf of
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(Treasure Island)

By: 

Anna Van Degna
Director of the Office of Public Finance

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION,
as Fiscal Agent

By: _____
Mark D. Petrasso
Senior Vice President
Zions Bank Division

IN WITNESS WHEREOF, the City and the Fiscal Agent have caused this Agreement to be executed as of the date first written above.

CITY AND COUNTY OF SAN FRANCISCO,
for and on behalf of
CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(Treasure Island)

By: _____
Anna Van Degna
Director of the Office of Public Finance

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Fiscal Agent


By:  _____
Mark D. Petrasso
Senior Vice President
Zions Bank Division

EXHIBIT A

FORM OF 2022A BOND

THIS BOND IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 2.06(B) OF THE FISCAL AGENT AGREEMENT. NO TRANSFER, SALE OR OTHER DISPOSITION OF THIS BOND, OR ANY BENEFICIAL INTEREST HEREIN, MAY BE MADE EXCEPT TO A PERSON THAT IS A QUALIFIED PURCHASER THAT IS PURCHASING THIS BOND FOR ITS OWN ACCOUNT FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO DISTRIBUTING THIS BOND. EACH TRANSFEREE OF A 2022A BOND, OR ANY BENEFICIAL INTEREST THEREIN, SHALL BE DEEMED TO HAVE REPRESENTED TO THE CITY AND THE FISCAL AGENT THAT SUCH TRANSFEREE IS A QUALIFIED PURCHASER THAT IS PURCHASING SUCH 2022A BOND FOR ITS OWN ACCOUNT FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO DISTRIBUTING SUCH 2022A BOND. EACH ENTITY THAT IS OR THAT BECOMES AN OWNER OR A BENEFICIAL OWNER OF THIS BOND IS DEEMED BY THE ACCEPTANCE OR ACQUISITION OF THIS BOND OR SUCH BENEFICIAL OWNERSHIP INTEREST TO HAVE AGREED TO BE BOUND BY THE PROVISIONS OF SAID SECTION 2.06(B). ANY TRANSFER OF A 2022A BOND TO ANY ENTITY THAT IS NOT A QUALIFIED PURCHASER SHALL BE DEEMED NULL AND VOID.

No. ___

\$_____

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO**

**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
Community Facilities District No. 2016-1
(Treasure Island)
Special Tax Bond, Series 2022A**

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____%	September 1, _____	_____, 2022	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: *****DOLLARS

The City and County of San Francisco (the "City") for and on behalf of the "City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island)" (the "CFD") with respect to its "Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island)" ("Improvement Area No. 2"), for value received, hereby promises to pay solely from the Special Tax Revenues (as defined in the hereinafter

defined Agreement) to be collected in Improvement Area No. 2 or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the registered owner named above, or registered assigns, on the maturity date set forth above, unless redeemed prior thereto as hereinafter provided, the principal amount set forth above, and to pay interest on such principal amount from the Dated Date set forth above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for (unless this Bond is authenticated on or before an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to August 15, 2022, in which event it shall bear interest from the Dated Date identified above, payable semiannually on each March 1 and September 1, commencing September 1, 2022 (each an "Interest Payment Date"), at the interest rate set forth above, until the principal amount hereof is paid or made available for payment provided, however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment.

Principal of and interest on the Bonds (including the final interest payment upon maturity or earlier redemption), is payable on the applicable Interest Payment Date by check of the Fiscal Agent (defined below) mailed by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds delivered to the Fiscal Agent prior to the applicable Record Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America upon surrender of the Bonds at the Principal Office of the Fiscal Agent or such other place designated by the Fiscal Agent.

This Bond is one of a duly authorized issue of bonds in the aggregate principal amount of \$25,130,000 approved by a resolution of the Board of Supervisors of the City on October 26, 2021 (the "Resolution"), under the Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, *et seq.*, of the California Government Code (the "Act") for the purpose of funding certain facilities for the City, and is one of the series of bonds designated "Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2022A" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of February 1, 2022 (the "Agreement"), between the City and Zions Bancorporation, National Association (the "Fiscal Agent") and this reference incorporates the Agreement herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Act, the Resolution and the Agreement, the principal of and interest on this Bond are payable solely from the annual special tax authorized under the Act to be collected within Improvement Area No. 2 (the "Special Tax") and certain funds held under the Agreement. Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City, as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described hereinabove. Neither the faith and credit nor the taxing power of the City (except to the limited extent set forth in the Agreement) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Optional Redemption. The Bonds maturing on or after September 1, 2032 are subject to optional redemption as directed by the City, from sources of funds other than prepayments of Special Taxes, prior to their stated maturity on any date on or after September 1, 2028, as a whole or in part, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), as set forth below, together with accrued interest thereon to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 2028 through August 31, 2029	103%
September 1, 2029 through August 31, 2030	102
September 1, 2030 through August 31, 2031	101
September 1, 2031 and any date thereafter	100

Mandatory Sinking Fund Redemption. The Term Bond maturing on September 1, 2032, is subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, together with interest accrued to the redemption date, without premium, in the aggregate respective principal amounts all as set forth in the following table:

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Sinking Fund Payments</u>
2023	\$140,000
2024	165,000
2025	195,000
2026	225,000
2027	260,000
2028	295,000
2029	335,000
2030	370,000
2031	415,000
2032 (maturity)	455,000

The Term Bond maturing on September 1, 2042, is subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, together with interest accrued to the redemption date, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (September 1)	Sinking Fund Payments
2033	\$500,000
2034	550,000
2035	600,000
2036	655,000
2037	710,000
2038	770,000
2039	830,000
2040	895,000
2041	960,000
2042 (maturity)	1,035,000

The Term Bond maturing on September 1, 2052, is subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, together with interest accrued to the redemption date, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (September 1)	Sinking Fund Payments
2043	\$1,105,000
2044	1,185,000
2045	1,265,000
2046	1,355,000
2047	1,445,000
2048	1,540,000
2049	1,620,000
2050	1,685,000
2051	1,750,000
2052 (maturity)	1,820,000

Provided, however, if some but not all of the Term Bonds of a given maturity have been redeemed as a result of an optional redemption or a redemption from Special Tax Prepayments, the total amount of all future Sinking Fund Payments relating to such maturity shall be reduced by the aggregate principal amount of Term Bonds of such maturity so redeemed, to be allocated among such Sinking Fund Payments on a pro rata basis in integral multiples of \$5,000 as determined by the City, notice of which determination shall be given by the City to the Fiscal Agent.

Redemption From Special Tax Prepayments. Special Tax Prepayments and any corresponding transfers from the 2022 Reserve Fund shall be used to redeem Bonds on the next Interest Payment Date for which notice of redemption can timely be given under the Fiscal Agent Agreement, among series and maturities so as to maintain substantially the same Debt Service profile for the Bonds as in effect prior to such redemption and by lot within a maturity, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), as set forth below, together with accrued interest to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Any Interest Payment Date on or before March 1, 2029	103%
September 1, 2029 and March 1, 2030	102
September 1, 2030 and March 1, 2031	101
September 1, 2031 and any Interest Payment Date thereafter	100

Notice of redemption with respect to the Bonds to be redeemed shall be given to the registered owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such owner's order. The Fiscal Agent shall require the registered owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) fifteen days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED by the City that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Fiscal Agent for registration of transfer, exchange, or payment, and any 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.

IN WITNESS WHEREOF, City and County of San Francisco has caused this Bond to be to be signed by the facsimile signature of its Mayor and countersigned by the facsimile signature of the Clerk.

Clerk of the Board of Supervisors

Mayor

[FORM OF FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION AND REGISTRATION]

This is one of the Bonds described in the Agreement which has been authenticated on _____, 2022.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____, attorney, to transfer the same on the registration books of the Fiscal Agent, with
full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

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

NOTICE: Signature guarantee shall be made
by a guarantor institution participating in the
Securities Transfer Agents Medallion
Program or in such other guarantee program
acceptable to the Fiscal Agent

EXHIBIT B

**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
Community Facilities District No. 2016-1
(Treasure Island)
Special Tax Bonds, Series 2022A**

**OFFICER’S CERTIFICATE REQUESTING DISBURSEMENT FROM IMPROVEMENT
FUND**

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am the duly appointed, qualified and acting Director of the Office of Public Finance of the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the “City”) and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) I am an “Authorized Officer,” as such term is defined in that certain Fiscal Agent Agreement, dated as of February 1, 2022 (the “Fiscal Agent Agreement”), by and between the City and Zions Bancorporation, National Association, as fiscal agent (the “Fiscal Agent”);

(iii) under Section 4.07(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the Improvement Fund (and the specified account therein) established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of a Project cost (as Project is defined in the Fiscal Agent Agreement) as described on attached Schedule A;

(iv) the disbursements described on the attached Schedule A are properly chargeable to the Improvement Fund (and the specified account therein); and

(v) no portion of the amount herein requested to be disbursed was set forth in any Officers Certificate previously filed requesting disbursement.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Director of the Office of Public Finance

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount	Account from which Amounts should be paid

EXHIBIT C

**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
Community Facilities District No. 2016-1 (Treasure Island)
Special Tax Bonds, Series 2022A**

**OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT
FROM COSTS OF ISSUANCE FUND**

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am the duly appointed, qualified and acting Director of the Office of Public Finance of the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) I am an "Authorized Officer," as such term is defined in that certain Fiscal Agent Agreement, dated as of February 1, 2022 (the "Fiscal Agent Agreement"), by and between the City and Zions Bancorporation, National Association, as fiscal agent (the "Fiscal Agent");

(iii) under Section 4.02(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the Costs of Issuance Fund established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of Costs of Issuance (as that term is defined in the Fiscal Agent Agreement) as described on attached Schedule A; and

(iv) the disbursements described on the attached Schedule A constitute Costs of Issuance, and are properly chargeable to the Costs of Issuance Fund.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Director of the Office of Public Finance

SCHEDULE A

Payee Name and Address

Purpose of Obligation

Amount

EXHIBIT D

**IMPROVEMENT AREA NO. 2 OF THE
CITY AND COUNTY OF SAN FRANCISCO
Community Facilities District No. 2016-1 (Treasure Island)
Special Tax Bonds, Series 2022A**

**OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT
FROM ADMINISTRATIVE EXPENSE FUND**

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am the duly appointed, qualified and acting Director of the Office of Public Finance of the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) I am an "Authorized Officer," as such term is defined in that certain Fiscal Agent Agreement, dated as of February 1, 2022 (the "Fiscal Agent Agreement"), by and between the City and Zions Bancorporation, National Association, as fiscal agent (the "Fiscal Agent");

(iii) under Section 4.06(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the Administrative Expense Fund established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of an Administrative Expense or Costs of Issuance (as those terms are defined in the Fiscal Agent Agreement) as described on attached Schedule A;

(iv) the disbursements described on the attached Schedule A constitute Administrative Expenses or Costs of Issuance, and are properly chargeable to the Administrative Expense Fund; and

(v) any proceeds of the 2022A Bonds in the Administrative Expense Fund shall be disbursed before any other moneys in the Administrative Expense Fund.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Director of the Office of Public Finance

SCHEDULE A

Payee Name and Address

Purpose of Obligation

Amount

SPECIAL FUND ADMINISTRATION AGREEMENT

**City and County of San Francisco Infrastructure and Revitalization Financing
District No. 1
(Treasure Island)**

**City and County of San Francisco Community Facilities District No. 2016-1
(Treasure Island)**

TABLE OF CONTENTS

	<u>Page</u>
1. Definitions.....	2
2. Effective Date; Termination of Agreement	4
3. Conflicts with IRFD Indentures, IRFD Debt Instruments or CFD Indentures	5
4. Establishment of Special Funds and Accounts	5
5. Deposits and Distributions of Net Available Facilities Increment in the Net Available Facilities Increment Special Account	7
6. Deposits and Distributions of Net Available Housing Increment in the Net Available Housing Increment Special Account	7
7. Deposits and Distributions of Conditional City Facilities Increment in the Conditional City Facilities Increment Special Account	7
8. Deposits and Distributions of Conditional City Housing Increment in the Conditional City Housing Increment Special Account.....	8
9. Deposits in and Distributions from the IRFD Administrative Costs Fund.....	8
10. Deposits in and Distributions from the IRFD Qualified Project Costs Fund	8
11. Deposits in and Distributions from the IRFD Housing Fund	8
12. Deposits and Distributions of Services Special Taxes in the Services Special Tax Fund	9
13. Deposits in and Distributions from the Remainder Taxes Project Account	9
14. Deposits in and Distributions from the Remainder Taxes Holding Account	9
15. Deposits in and Distributions from the Ongoing Maintenance Account.....	9
16. Investment of Funds; Reporting of Earnings and Balances.....	9
17. General Provisions Regarding the Special Fund Trustee	10
18. Resignation or Removal of Special Fund Trustee	13
19. Information; Books and Accounts	13
20. Conflict of Interest	13
21. Proprietary or Confidential Information of the Public Entities	13
22. Ownership of Results.....	14
23. Works for Hire	14
24. Audit and Inspection of Records.....	14
25. Subcontracting	15
26. Assignment	15

27.	Earned Income Credit (EIC) Forms	15
28.	Local Business Enterprise Utilization; Liquidated Damages	15
29.	Nondiscrimination; Penalties	16
30.	MacBride Principles—Northern Ireland.....	17
31.	Tropical Hardwood Ban.....	17
32.	Drug-Free Workplace Policy	17
33.	Resource Conservation	17
34.	Compliance with Americans with Disabilities Act.....	17
35.	Sunshine Ordinance	18
36.	Public Access to Meetings and Records	18
37.	Limitations on Contributions	18
38.	Requiring Minimum Compensation for Covered Employees	19
39.	Requiring Health Benefits for Covered Employees.....	20
40.	Prohibition on Political Activity with City Funds	21
41.	Preservative-treated Wood Containing Arsenic.....	21
42.	Protection of Private Information	22
43.	Food Service Waste Reduction Requirements.....	22
44.	Graffiti Removal	22
45.	Slavery Era Disclosure.....	23
46.	Qualified Personnel.....	23
47.	Responsibility for Equipment	23
48.	Independent Contractor; Payment of Taxes and Other Expenses.....	24
49.	Submitting False Claims; Monetary Penalties.....	24
50.	Special Fund Trustee’s Compliance with City Business and Tax Regulations Code...25	
51.	Consideration of Salary History.....	25
52.	Repeal of Administrative Code Provisions.....	25
53.	Non-Waiver of Rights.....	25
54.	Section Headings and References.....	26
55.	Execution in Several Counterparts; Electronic Signatures	26
56.	Governing Law	26
57.	Notices	26
58.	Amendments	27

EXHIBITS AND SCHEDULES

- Exhibit A - Form of Officer's Certificate - Net Available Facilities Increment Special Account
- Exhibit B - Form of Officer's Certificate - Net Available Housing Increment Special Account
- Exhibit C - Form of Officer's Certificate - Conditional City Facilities Increment Special Account
- Exhibit D - Form of Officer's Certificate - Conditional City Housing Increment Special Account
- Exhibit E - Form of Officer's Certificate - IRFD Administrative Costs Fund
- Exhibit F - Form of Officer's Certificate - IRFD Qualified Project Costs Fund
- Exhibit G - Form of Officer's Certificate - IRFD Housing Fund
- Exhibit H - Form of Officer's Certificate - Services Special Tax Fund
- Exhibit I - Form of Officer's Certificate - Remainder Taxes Project Account
- Exhibit J - Form of Officer's Certificate - Remainder Taxes Holding Account
- Exhibit K - Form of Officer's Certificate - Ongoing Maintenance Account

SPECIAL FUND ADMINISTRATION AGREEMENT

City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island)

City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island)

This Special Fund Administration Agreement, dated as of September 1, 2022 (the “**Agreement**”), is by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the “**City**”) for itself and for and on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “**CFD**”), the Treasure Island Development Authority, a California non-profit public benefit corporation (“**TIDA**”), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “**IRFD**”), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America (the “**Special Fund Trustee**”). Together, the City, the CFD, the IRFD and TIDA are referred to as the “**Public Entities**”.

RECITALS

This Agreement is made with reference to the following facts and circumstances:

A. Naval Station Treasure Island (“**NSTI**”) is a former United States Navy base located in the City that consists of two islands connected by a causeway: (1) Treasure Island, and (2) an approximately 90-acre portion of Yerba Buena Island.

B. TIDA is the Local Reuse Authority designated by the Department of Defense for NSTI and trustee for the portions of NSTI subject to the public trust and statutory trust.

C. The United States of America, acting by and through the Department of the Navy (“**Navy**”), and TIDA entered into an Economic Conveyance Memorandum of Agreement (as amended and supplemented from time to time, the “**Conveyance Agreement**”) that governs the terms and conditions for the transfer of NSTI from the Navy to TIDA; and under the Conveyance Agreement, the Navy has and will convey NSTI to TIDA in phases after the Navy has completed environmental remediation and issued a Finding of Suitability to Transfer (as defined in the Conveyance Agreement) for specified parcels of NSTI or portions thereof.

D. Treasure Island Community Development, LLC (“**Developer**”) and TIDA have previously entered into a Disposition and Development Agreement (Treasure Island/Yerba Buena Island) dated June 28, 2011 (the “**DDA**”), including a Financing Plan (Treasure Island/Yerba Buena Island) (the “**Financing Plan**”), which governs the disposition and development of a portion of NSTI (the “**Project Site**”) after the Navy’s transfer of NSTI to TIDA in accordance with the Conveyance Agreement.

E. The DDA contemplates a project (the “**Project**”) under which TIDA acquires the Project Site from the Navy and conveys portions of the Project Site to Developer (or an affiliate of the Developer) for the purposes of (1) alleviating blight in the Project Site through development of certain improvements, (2) geotechnically stabilizing the Project Site, (3) constructing public infrastructure to support the Project and other proposed uses on NSTI, (4)

constructing and improving certain public parks and open spaces, (5) abatement of certain existing hazardous substances, and (6) selling and ground leasing lots to vertical developers who will construct residential units and commercial and public facilities.

F. Developer and the City previously entered into a Development Agreement dated June 28, 2011 related to the Project Site to eliminate uncertainty in the City’s land use planning for the Project Site and secure orderly development of the Project consistent with the DDA and other applicable requirements, and the Financing Plan was also an exhibit to the Development Agreement.

G. Under Chapter 2.6 of Part 1 of Division 2 of Title 5 of the California Government Code commencing with Section 53369 (the “**IRFD Law**”) the City, acting through its Board of Supervisors (the “**Board of Supervisors**”), established the IRFD and four initial project areas in the IRFD (together with future project areas, the “**Project Areas**”). The City intends to establish additional Project Areas from time to time.

H. Under Ordinance No. 29-22, adopted by the Board of Supervisors, as legislative body of the IRFD, on February 15, 2022 (the “**IRFD Ordinance**”), the IRFD approved an amended Infrastructure Financing Plan for the IRFD (the “**IRFD Financing Plan**”).

I. Under the Mello-Roos Community Facilities Act of 1982, as amended (the “**Mello-Roos Act**”), and Resolution No. 8-17 adopted by the Board of Supervisors on January 24, 2017 (the “**CFD Resolution of Formation**”), the City, acting by and through the Board of Supervisors, established the City and County of San Francisco Special Tax District No. 2016-1 (Treasure Island) (the “**CFD**”). As of the date hereof, the Board of Supervisors has designated three improvement areas in the CFD and intends to designate additional improvement areas from time to time (the “**Improvement Areas**”).

J. The City, on its own behalf and for and on behalf of the CFD, the IRFD and TIDA desire to enter into this Agreement with the Special Fund Trustee in order to provide for the administration and disposition of Net Available Increment, Conditional City Increment, Facilities Special Taxes and Services Special Taxes consistent with the terms of the DDA, the Financing Plan, the CFD Resolution of Formation, the RMAs, the IRFD Financing Plan, the IRFD Facilities Indentures, the IRFD Housing Indentures, the IRFD Debt Instruments and the CFD Indentures.

AGREEMENT

Accordingly, in consideration of the matters described in the foregoing recitals, the covenants contained in this Agreement, and for other consideration the receipt and sufficiency of which is hereby acknowledged, the City (on behalf of itself and the CFD), the IRFD, TIDA and the Special Fund Trustee agree as follows:

1. Definitions.

Unless the context otherwise clearly requires, the capitalized terms used in this Agreement shall have the following meanings or if not defined in this Agreement, the meanings given such terms in the Financing Plan.

“Authorized Officer” means the President of the Board of Supervisors, the San Francisco Controller and the Finance Director.

“Base Year” means fiscal year 2016-17, or such other fiscal year specified in the Infrastructure Financing Plan.

“CFD Indenture” means an indenture of trust, trust agreement or fiscal agent agreement pursuant to which the CFD issues bonds on behalf of an Improvement Area that are payable from Facilities Special Taxes.

“Conditional City Facilities Increment” means 82.5% of the Conditional City Increment.

“Conditional City Housing Increment” means 17.5% of the Conditional City Increment.

“Conditional City Increment” means, for each Project Area, an amount equal to 8.00% of the Gross Tax Increment, subject to the Plan Limit, as provided in the Infrastructure Financing Plan.

“Facilities Special Taxes” means special taxes designated as Facilities Special Taxes in an RMA.

“Finance Director” means the Director of the Controller’s Office of Public Finance, or, in the event such office is eliminated, the official of the City that is responsible for the management of municipal bonds issued by the City.

“Gross Tax Increment” means, for each of the Project Areas, 100% of the revenue produced by the application of the 1% ad valorem tax rate to the Incremental Assessed Property Value of property within the Project Area.

“Incremental Assessed Property Value” means, in any year, for each Project Area, the difference between the assessed value of the property within such Project Area for that fiscal year and the assessed value of the property within such Project Area in the Base Year, to the extent that the difference is a positive number.

“IRFD” means the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California.

“IRFD Debt Instrument” means, as applicable, an IRFD Housing Debt Instrument or an IRFD Facilities Debt Instrument.

“IRFD Facilities Debt Instrument” means an instrument pursuant to which the IRFD incurs debt other than bonds that is payable from Net Available Facilities Increment and Conditional City Facilities Increment

“IRFD Facilities Indenture” means an indenture of trust, trust agreement or fiscal agent agreement pursuant to which the IRFD issues bonds that are payable from Net Available Facilities Increment and Conditional City Facilities Increment.

“IRFD Financing Plan” means the Amended and Restated Infrastructure Financing Plan for the IRFD, including the Project Areas, adopted and approved by the Board of Supervisors of

the City and County of San Francisco, in its capacity as legislative body of the IRFD, by Ordinance No. 29-22, adopted on February 15, 2022, as heretofore amended and as may hereafter be amended in accordance with the law.

“IRFD Housing Debt Instrument” means an instrument pursuant to which the IRFD incurs debt other than bonds that is payable from Net Available Housing Increment and Conditional City Housing Increment.

“IRFD Housing Indenture” means an indenture of trust, trust agreement or fiscal agent agreement pursuant to which the IRFD issues bonds that are payable from Net Available Housing Increment and Conditional City Housing Increment.

“IRFD Indenture” means, as applicable, an IRFD Housing Indenture or an IRFD Facilities Indenture.

“Net Available Facilities Increment” means 82.5% of the Net Available Increment.

“Net Available Housing Increment” means 17.5% of the Net Available Increment.

“Net Available Increment” means 56.588206% of the Gross Tax Increment, subject to the Plan Limit, as provided in the Infrastructure Financing Plan.

“Ongoing Park Maintenance” means the costs of operating and maintaining Improvements constructed pursuant to the Parks and Open Space Plan within the Project Site, including installing landscaping, all personnel or third-party maintenance costs, costs of maintaining irrigation systems and other equipment directly related to maintenance, maintenance or replacement as needed of landscape areas, water features, bathrooms, trash receptacles, park benches, planting containers, picnic tables, and other equipment or fixtures installed in areas to be maintained, insurance costs, and any other related overhead costs, along with TIDA personnel, administrative, and overhead costs related to maintenance or to contracting for and managing third-party maintenance.

“Plan Limit” means the limitation, if any, contained in the Infrastructure Financing Plan on the number of dollars of taxes which may be divided and allocated to the IRFD pursuant to the Infrastructure Financing Plan and the IRFD Law.

“RMA” means the rate and method of apportionment of special taxes for an Improvement Area, adopted in accordance with applicable law.

“Remainder Taxes” has the meaning given that term in the Financing Plan.

“Services” has the meaning given that term in the CFD Resolution of Formation.

“Services Special Taxes” means special taxes designated as Services Special Taxes in an RMA.

2. Effective Date; Termination of Agreement.

(a) This Agreement shall become effective on the date first written above and shall terminate on the date determined in accordance with Section 2(b).

(b) This Agreement shall terminate on the date of the latest of the following to occur:

(i) When all of the Net Available Increment, Conditional City Increment, Facilities Special Taxes and Services Special Taxes governed by this Agreement have been disbursed in accordance with the Mello-Roos Act, the IRFD Law, the IRFD Financing Plan and the DDA.

(ii) When all debt of the IRFD has been defeased or paid, as provided in the respective IRFD Housing Indenture, IRFD Facilities Indenture, IRFD Facilities Debt Instrument or IRFD Housing Debt Instrument.

Notwithstanding the foregoing, this Agreement shall terminate upon delivery of a written direction of the Public Entities to the Special Fund Trustee to close the funds and accounts described herein and to distribute any remaining funds therein as designated in such written direction.

3. Conflicts with IRFD Indentures, IRFD Debt Instruments or CFD Indentures . In the event of any conflict between this Agreement and the provisions of any IRFD Indenture, IRFD Debt Instrument or CFD Indenture, the provisions of the IRFD Indenture, the IRFD Debt Instrument or the CFD Indenture shall govern.

The parties acknowledge that, in an IRFD Indenture, IRFD Debt Instrument or CFD Indenture, the City or the IRFD, as applicable, may pledge amounts in certain funds and accounts established and maintained under this Agreement.

4. Establishment of Special Funds and Accounts.

(a) Net Available Increment Special Fund. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund designated as the “Net Available Increment Special Fund” (the “**Net Available Increment Special Fund**”). Within the Net Available Increment Special Fund, the Special Fund Trustee shall establish, maintain and hold the following accounts and subaccounts therein:

- (i) the “Net Available Facilities Increment Special Account,” and
- (ii) the “Net Available Housing Increment Special Account.”

The Net Available Increment Special Fund and the accounts therein shall be held by the Special Fund Trustee for the benefit of the IRFD and shall be applied by the Special Fund Trustee in accordance with this Agreement.

The source of funds in the Net Available Increment Special Fund and the accounts therein shall be Net Available Increment collected by the Treasurer/Tax Collector and distributed to the IRFD by the San Francisco Controller, which may be net of the amounts payable to the Treasurer/Tax Collector pursuant to Section 53369.31 of the IRFD Law.

The Net Available Increment Special Fund and the accounts therein collectively constitute a special fund required by Section 53369.30(b) of the IRFD Law.

(b) Conditional City Increment Special Fund. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund designated as the “Conditional City Increment Special Fund” (the “**Conditional City Increment Special Fund**”). Within the Conditional City Increment Special Fund, the Special Fund Trustee shall establish, maintain and hold the following accounts and subaccounts therein:

- (i) the “Conditional City Facilities Increment Special Account,” and
- (ii) the “Conditional City Housing Increment Special Account.”

The Conditional City Increment Special Fund and the accounts therein shall be held by the Special Fund Trustee for the benefit of the IRFD and shall be applied by the Special Fund Trustee in accordance with this Agreement.

The source of funds in the Conditional City Increment Special Fund and the accounts therein shall be Conditional City Increment collected by the Treasurer/Tax Collector and distributed to the IRFD by the San Francisco Controller, which may be net of the amounts payable to the Treasurer/Tax Collector pursuant to Section 53369.31 of the IRFD Law.

The Conditional City Increment Special Fund and the accounts therein collectively constitute a special fund required by Section 53369.30(b) of the IRFD Law.

(c) IRFD Housing Fund. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund designated as the “IRFD Housing Fund” (the “**IRFD Housing Fund**”). The IRFD Housing Fund constitutes the “Housing Fund,” as defined in the Financing Plan.

The IRFD Housing Fund shall be held by the Special Fund Trustee for the benefit of the IRFD and TIDA, or a designated party authorized by TIDA such as the Mayor’s Office of Housing and Community Development, and the funds on deposit therein from time to time shall be applied by the Special Fund Trustee in accordance with this Agreement.

The source of funds in the IRFD Housing Fund shall be Net Available Housing Increment.

(d) IRFD Qualified Project Costs Fund. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund designated as the “IRFD Qualified Project Costs Fund” (the “**IRFD Qualified Project Costs Fund**”).

The IRFD Qualified Project Costs Fund, and the accounts and subaccounts therein, shall be held by the Special Fund Trustee for the benefit of the IRFD and the Developer, and the funds on deposit therein from time to time shall be applied by the Special Fund Trustee in accordance with this Agreement.

The source of funds in IRFD Qualified Project Costs Fund shall be the Net Available Facilities Increment.

(e) Remainder Taxes Fund. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund designated as the “Remainder Taxes Fund” (the “**Remainder Taxes Fund**”), and within the Remainder Taxes Fund shall hold three accounts: (i) the Remainder Taxes Project Account, (ii) the Remainder Taxes Holding Account and (iii) the Ongoing Maintenance Account. The Special Fund Trustee shall establish, maintain and hold in trust sub-accounts within the accounts in the Remainder Taxes Fund as directed by the City from time to time.

The Remainder Taxes Fund and the accounts and sub-accounts therein shall be held by the Special Fund Trustee for the benefit of the City, TIDA and the Developer and shall be applied by the Special Fund Trustee in accordance with this Agreement.

The source of funds in the Remainder Taxes Fund and the accounts and sub-accounts therein shall be the Remainder Taxes.

(f) IRFD Administrative Costs Fund. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund designated as the “IRFD Administrative Costs Fund” (the “**IRFD Administrative Costs Fund**”).

The IRFD Administrative Costs Fund shall be held by the Special Fund Trustee for the benefit of the IRFD and the funds on deposit therein from time to time shall be applied by the Special Fund Trustee in accordance this Agreement.

The source of funds in the IRFD Administrative Costs Fund shall be Net Available Facilities Increment and Net Available Housing Increment.

(g) Services Special Tax Fund. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund designated as the “Services Special Tax Fund” (the “**Services Special Tax Fund**”). The Special Fund Trustee shall establish accounts within the Services Special Tax Fund as directed in a written certificate by an Authorized Officer.

The Services Special Tax Fund, and any accounts therein, shall be held by the Special Fund Trustee for the benefit of the CFD and the City, and the funds on deposit therein from time to time shall be applied by the Special Fund Trustee in accordance with this Agreement.

The source of funds in the Services Special Tax Fund shall be the Services Special Tax levied by the City in the Improvement Areas.

5. Deposits and Distributions of Net Available Facilities Increment in the Net Available Facilities Increment Special Account.

(a) Promptly upon receipt, the IRFD shall cause the Special Fund Trustee to deposit Net Available Facilities Increment in the Net Available Facilities Increment Special Account, as directed in a written certificate executed by an Authorized Officer. The Parties acknowledge and agree that the Net Available Facilities Increment may be deposited directly by the San Francisco Controller, at the times and in the amounts specified in a written certificate executed by an Authorized Officer and delivered to the Special Fund Trustee.

(b) An Authorized Officer shall direct the Special Fund Trustee in a written certificate in substantially the form of Exhibit A to distribute any moneys in such subaccounts and accounts in accordance with the DDA, the IRFD Financing Plan, an IRFD Facilities Indenture and an IRFD Facilities Debt Instrument.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the Net Available Facilities Increment Special Account.

6. Deposits and Distributions of Net Available Housing Increment in the Net Available Housing Increment Special Account.

(a) Promptly upon receipt, the IRFD shall cause the Special Fund Trustee to deposit Net Available Housing Increment in the Net Available Housing Increment Special Account, as directed in a written certificate executed by an Authorized Officer. The Parties acknowledge and agree that the Net Available Housing Increment may be deposited directly by the San Francisco Controller, at the times and in the amounts specified in a written certificate executed by an Authorized Officer and delivered to the Special Fund Trustee.

(b) An Authorized Officer shall direct the Special Fund Trustee in a written certificate in substantially the form of Exhibit B to distribute any moneys in such subaccounts and accounts in accordance with the DDA, the IRFD Financing Plan, an IRFD Housing Indenture and an IRFD Housing Debt Instrument.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the Net Available Housing Increment Special Account.

7. Deposits and Distributions of Conditional City Facilities Increment in the Conditional City Facilities Increment Special Account.

(a) Promptly upon receipt, the IRFD shall cause the Special Fund Trustee to deposit Conditional City Facilities Increment in the Conditional City Facilities Increment Special Account, as directed in a written certificate executed by an Authorized Officer. The Parties acknowledge and agree that the Conditional City Facilities Increment may be deposited directly

by the San Francisco Controller, at the times and in the amounts specified in a written certificate executed by an Authorized Officer and delivered to the Special Fund Trustee.

(b) An Authorized Officer shall direct the Special Fund Trustee in a written certificate in substantially the form of Exhibit C to distribute any moneys in such subaccounts and accounts in accordance with the DDA, the IRFD Financing Plan, an IRFD Facilities Indenture and an IRFD Facilities Debt Instrument.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the Conditional City Facilities Increment Special Account.

8. Deposits and Distributions of Conditional City Housing Increment in the Conditional City Housing Increment Special Account.

(a) Promptly upon receipt, the IRFD shall cause the Special Fund Trustee to deposit Conditional City Housing Increment in the Conditional City Housing Increment Special Account, as directed in a written certificate executed by an Authorized Officer. The Parties acknowledge and agree that the Conditional City Housing Increment may be deposited directly by the San Francisco Controller, at the times and in the amounts specified in a written certificate executed by an Authorized Officer and delivered to the Special Fund Trustee.

(b) An Authorized Officer shall direct the Special Fund Trustee in a written certificate in substantially the form of Exhibit D to distribute any moneys in such subaccounts and accounts in accordance with the DDA, the IRFD Financing Plan, an IRFD Housing Indenture and an IRFD Housing Debt Instrument.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the Conditional City Housing Increment Special Account.

9. Deposits in and Distributions from the IRFD Administrative Costs Fund.

(a) The Special Fund Trustee shall deposit funds from time to time in the IRFD Administrative Costs Fund as directed in a written certificate executed by an Authorized Officer.

(b) The Special Fund Trustee shall withdraw and apply moneys in the IRFD Administrative Costs Fund in accordance with a written requisition executed by an Authorized Officer in substantially the form of Exhibit E.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the IRFD Administrative Costs Fund.

10. Deposits in and Distributions from the IRFD Qualified Project Costs Fund.

(a) The Special Fund Trustee shall deposit funds from time to time in the IRFD Qualified Project Costs Fund as directed in a written certificate executed by an Authorized Officer.

(b) The Special Fund Trustee shall withdraw and apply moneys in the IRFD Qualified Project Costs Fund in accordance with a written requisition executed by an Authorized Officer in substantially the form of Exhibit F.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the IRFD Qualified Project Costs Fund.

11. Deposits in and Distributions from the IRFD Housing Fund.

(a) The Special Fund Trustee shall deposit funds from time to time in the IRFD Housing Fund as directed in a written certificate executed by an Authorized Officer.

(b) The Special Fund Trustee shall withdraw and apply moneys in the IRFD Housing Fund in accordance with a written requisition executed by an Authorized Officer in substantially the form of Exhibit G.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the IRFD Housing Fund.

12. Deposits and Distributions of Services Special Taxes in the Services Special Tax Fund.

(a) The Special Fund Trustee shall deposit Services Special Taxes in the Services Special Tax Fund as directed by in a written certificate executed by an Authorized Officer. The Parties acknowledge and agree that the Services Special Taxes may be deposited directly by the San Francisco Controller, at the times and in the amounts specified by in a written certificate executed by an Authorized Officer and delivered to the Special Fund Trustee.

(b) The Special Fund Trustee shall withdraw and apply moneys in the Services Special Tax Fund in accordance with a written requisition executed by an Authorized Officer in substantially the form of Exhibit H.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the Services Special Tax Fund.

13. Deposits in and Distributions from the Remainder Taxes Project Account.

(a) The Special Fund Trustee shall deposit funds from time to time in the Remainder Taxes Project Account as directed in a written certificate executed by an Authorized Officer.

(b) The Special Fund Trustee shall withdraw and apply moneys in the Remainder Taxes Project Account in accordance with a written requisition executed by an Authorized Officer in substantially the form of Exhibit I.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the Remainder Taxes Project Account.

14. Deposits in and Distributions from the Remainder Taxes Holding Account.

(a) The Special Fund Trustee shall deposit funds from time to time in the Remainder Taxes Holding Account as directed in a written certificate executed by an Authorized Officer.

(b) The Special Fund Trustee shall withdraw and apply moneys in the Remainder Taxes Holding Account in accordance with a written requisition executed by an Authorized Officer in substantially the form of Exhibit J.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the Remainder Taxes Holding Account.

15. Deposits in and Distributions from the Ongoing Maintenance Account.

(a) The Special Fund Trustee shall deposit funds from time to time in the Ongoing Maintenance Account as directed in a written certificate executed by an Authorized Officer.

(b) The Special Fund Trustee shall withdraw and apply moneys in the Ongoing Maintenance Account in accordance with a written requisition executed by an Authorized Officer in substantially the form of Exhibit K.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the Ongoing Maintenance Account.

16. Investment of Funds; Reporting of Earnings and Balances.

(a) Investment of Funds. The Special Fund Trustee shall invest amounts on deposit in the funds and accounts established under this Agreement at the written direction of an Authorized Officer in any lawful investment for City funds. The Special Fund Trustee may rely on the written direction as to the legality of any such investment. In the absence of any such

written direction, the Special Fund Trustee shall hold such moneys uninvested. The Special Fund Trustee shall not be responsible for any loss on any investment made at the written direction of an Authorized Officer or otherwise made in accordance with this subsection (a).

(b) Reporting of Earnings and Balances. The Special Fund Trustee shall provide monthly reports to Finance Director setting forth a list of all assets in each of the accounts and funds established under this Agreement, all deposit and withdrawal activity for the funds and accounts, any investment gain or loss on amounts in such funds and accounts, and the ending balance, as of the end of the preceding month, of each such account.

(c) Investment Earnings. Interest earnings and profits resulting from investment of the moneys in any fund, account, or subaccount established under this Agreement shall be retained in such fund, account or subaccount.

(d) Commingled Money. Investments in any and all funds, accounts and subaccounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, provided that the Special Fund Trustee shall at all times account for such investments strictly in accordance with the funds, accounts and subaccounts to which they are credited.

(e) The Public Entities acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Public Entities the right to receive brokerage confirmations of security transactions as they occur, the Public Entities specifically waive receipt of such confirmations to the extent permitted by law. The Special Fund Trustee will provide periodic cash transaction statements which include detail for all investment transactions made by the Special Fund Trustee under this Agreement.

17. General Provisions Regarding the Special Fund Trustee.

The following provisions shall pertain to the performance by the Special Fund Trustee of its duties under this Agreement:

(a) Duties, Immunities and Liabilities of Special Fund Trustee. The Special Fund Trustee shall perform such duties and only such duties as are specifically set forth in this Agreement. The Special Fund Trustee shall exercise the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a reasonable person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) Merger or Consolidation of Special Fund Trustee. Any company into which the Special Fund Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Special Fund Trustee may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Special Fund Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding. The Special Fund Trustee shall give written notice to the Public Entities of any such merger or consolidation and of any name change.

(c) Liability of Special Fund Trustee. The recitals of facts herein shall be taken as statements of the Public Entities and the Special Fund Trustee assumes no responsibility for the correctness of the same, or shall incur any responsibility with respect to this Agreement, other than in connection with the duties or obligations herein or imposed upon it. The Special Fund Trustee shall not be liable (i) in connection with the performance of its respective duties hereunder, except for its own negligence or willful misconduct; (ii) for any error of judgment made in good faith, unless it shall be proved that the Special Fund Trustee was negligent in ascertaining the pertinent facts; (iii) with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Public Entities the relating to the time, method and place of exercising any trust or power conferred upon the Special Fund Trustee

under this Agreement; or (iv) for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement.

(d) Payment, Reimbursement, Indemnification. The Public Entities agree:

(i) to pay the Special Fund Trustee, from time to time reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(ii) except as otherwise expressly provided herein, to reimburse the Special Fund Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Special Fund Trustee in accordance with any provision of this Agreement (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Special Fund Trustee's negligence or willful misconduct; and

(iii) to indemnify the Special Fund Trustee, its officers, employees, directors and agents (collectively, the "Special Fund Trustee Indemnitees" for, and to hold the Special Fund Trustee Indemnities harmless against, any loss, liability, cost, claim or expense of any kind whatsoever, including those of its attorneys, incurred without negligence or willful misconduct on any Special Fund Trustee Indemnitee's part, arising out of or in connection with the acceptance or administration of this trust or the performance of its duties hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The provisions of this Section 17(d)(iii) shall survive the termination of this Agreement.

(e) Expenditure of Special Fund Trustee's Funds. No provision of this Agreement shall require the Special Fund Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if repayment of such funds or adequate indemnity against such risk or liability is not assured to the Special Fund Trustee's reasonable satisfaction.

(f) Agents, Co-Trustees. The Special Fund Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, co-trustees or attorneys and the Special Fund Trustee shall not be responsible for any misconduct or negligence on the part of any agent, co-trustee or attorney appointed in the absence of negligence or misconduct by the Special Fund Trustee in the appointment of such agent, co-trustee or attorney.

(g) No Personal Liability. In acting as Special Fund Trustee hereunder, the Special Fund Trustee acts solely in its capacity as Special Fund Trustee, and not in its individual, personal or corporate capacity.

(h) Right of Special Fund Trustee to Rely on Documents. The Special Fund Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, requisition, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, debenture, coupon or other paper or document, but the Special Fund Trustee, in its discretion, may make such further investigation or inquiry into such facts of matters as it may deem fit.

The Special Fund Trustee shall be protected in acting upon any notice, resolution, request, direction, requisition, consent, order, certificate, report, opinion, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Special Fund Trustee may consult with counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. The Special Fund Trustee may conclusively rely upon any direction or instruction received by it from an Authorized Officer as to the deposit and withdrawal of moneys in the funds and accounts

established under this Agreement and shall not be responsible as to the correctness of the amounts received, or the use or allocation thereof, but its responsibility shall be limited to the accounting for such funds as it shall actually receive.

Whenever in the administration of the trusts imposed upon it by this Agreement the Special Fund Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement of an Authorized Officer and such statement shall be full warrant to the Special Fund Trustee for any action taken or suffered in good faith under the provisions of this Agreement in reliance upon such statement, but in its discretion the Special Fund Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

The Special Fund Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to this Agreement and delivered using Electronic Means (“Electronic Means”) shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Special Fund Trustee, or another method or system specified by the Special Fund Trustee as available for use in connection with its services hereunder); provided, however, that the Public Entities shall provide to the Special Fund Trustee an incumbency certificate listing the Authorized Officers (who, the Public Entities hereby notify the Special Fund Trustee, will have the authority to provide such Instructions) and containing specimen signatures of the Authorized Officers, which incumbency certificate shall be amended by the Public Entities whenever a person is to be added or deleted from the listing. If the Public Entities decide to give the Special Fund Trustee Instructions using Electronic Means and the Special Fund Trustee in its discretion elects to act upon such Instructions, the Special Fund Trustee’s understanding of such Instructions shall be deemed controlling. The Public Entities understand and agree that the Special Fund Trustee cannot determine the identity of the actual sender of such Instructions and that the Special Fund Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Special Fund Trustee have been sent by such Authorized Officer. The Public Entities shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Special Fund Trustee and that the Public Entities and all Authorized Officers are solely responsible for safeguarding the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Public Entities. The Special Fund Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Special Fund Trustee’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Public Entities agree: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Special Fund Trustee, including without limitation the risk of the Special Fund Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Special Fund Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Public Entities; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Special Fund Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(i) Preservation and Inspection of Documents. All documents received by the Special Fund Trustee under the provisions of this Agreement shall be retained in its possession and shall be subject at all reasonable times upon reasonable prior notice to the inspection of the

Public Entities and its respective agents and representatives duly authorized in writing, at reasonable hours and under reasonable conditions.

18. Resignation or Removal of Special Fund Trustee.

(a) The Special Fund Trustee may resign at any time by giving written notice to the Public Entities, and the Public Entities shall promptly appoint a successor trustee.

(b) The Public Entities may remove the Special Fund Trustee at any time without cause by giving written notice to the Special Fund Trustee and appointing a successor trustee.

(c) Notwithstanding any other provision of this Agreement, no resignation or removal of the Special Fund Trustee shall take effect until the acceptance of appointment and assumption of duties by the successor trustee. If no appointment of a successor Special Fund Trustee shall be made pursuant to the foregoing provisions of this Section within 45 days after the Special Fund Trustee shall have given to the Public Entities written notice or after a vacancy in the office of the Special Fund Trustee shall have occurred by reason of its inability to act, the Special Fund Trustee, at the expense of the Public Entities may apply to any court of competent jurisdiction to appoint a successor Special Fund Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Special Fund Trustee.

(d) If, by reason of the judgment of any court, the Special Fund Trustee is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of Special Fund Trustee hereunder shall be assumed by and vest in the Finance Director in trust. The Finance Director in such case shall be vested with all of the rights and powers of the Special Fund Trustee hereunder, and shall assume all of the responsibilities and perform all of the duties of the Special Fund Trustee hereunder.

19. Information; Books and Accounts.

The Special Fund Trustee shall provide to the Public Entities and Finance Director such information relating to the funds and accounts maintained by the Special Fund Trustee hereunder as the Public Entities and/or the Finance Director shall reasonably request, including but not limited to monthly statements reporting funds held and transactions by the Special Fund Trustee, including the value of any investments held by the Special Fund Trustee. The Special Fund Trustee will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Special Fund Trustee, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the funds and accounts maintained by the Special Fund Trustee hereunder. Such books of record and accounts shall, upon reasonable notice, during business hours be subject to the inspection of the Public Entities or its representatives duly authorized in writing.

20. Conflict of Interest.

Through its execution of this Agreement, the Special Fund 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 Public Entities if it becomes aware of any such fact during the term of this Agreement.

21. Proprietary or Confidential Information of the Public Entities.

The Special Fund Trustee understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, the Special Fund Trustee may have access to private or confidential information which may be owned or controlled by the City, including the Public Entities, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City, including the Public Entities. The Special Fund Trustee agrees that all information disclosed by the Public Entities to

the Special Fund Trustee shall be held in confidence and used only in performance of the Agreement, provided that, notwithstanding anything herein to the contrary, the foregoing shall not be construed to prohibit (i) disclosure of any and all information that is or becomes publicly known, or information obtained by Special Fund Trustee from sources other than the other parties hereto, (ii) disclosure of any and all information (A) if required to do so by any applicable rule or regulation, (B) to any government agency or regulatory body having or claiming authority to regulate or oversee any aspects of Special Fund Trustee's business or that of its affiliates, (C) pursuant to any subpoena, civil investigative demand or similar demand or request of any court, regulatory authority, arbitrator or arbitration to which Special Fund Trustee or any affiliate or an officer, director, employer or shareholder thereof is a party or (D) to any affiliate, independent or internal auditor, agent, employee or attorney of Special Fund Trustee having a need to know the same, provided that Special Fund Trustee advises such recipient of the confidential nature of the information being disclosed, or (iii) any other disclosure authorized by the Public Entities, and this Agreement. The Special Fund Trustee shall exercise the same standard of care to protect such information as a reasonably prudent Special Fund Trustee would use to protect its own proprietary data.

22. Ownership of Results.

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

23. Works for Hire.

If, in connection with services performed under this Agreement, the Special Fund 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 Public Entities. If it is ever determined that any works created by the Special Fund Trustee or its subcontractors under this Agreement are not works for hire under U.S. law, the Special Fund Trustee hereby assigns all copyrights to such works to the Public Entities, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the Public Entities, the Special Fund Trustee may retain and use copies of such works for reference and as documentation of its experience and capabilities.

24. Audit and Inspection of Records.

The Special Fund Trustee agrees to maintain and make available to the Public Entities, during regular business hours, accurate books and accounting records relating to its work under this Agreement. The Special Fund Trustee will permit the Public Entities 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 provided, however, that the Special Fund Trustee shall not be required to disclose confidential or proprietary information. The Special Fund 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, until after final audit has been resolved, or for such longer period as required by its document retention policies and procedures, 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 the Public Entities by this Section.

25. Subcontracting.

The Special Fund Trustee is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by the Public Entities 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.

26. Assignment.

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

27. 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.

(a) The Special Fund Trustee shall provide EIC Forms to each Eligible Employee (i.e., any employee of the Special Fund Trustee who is paid at a rate that, on an annualized basis, is not greater than the EIC Limit) at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless the Special Fund 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 the Special Fund Trustee; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

(b) Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by the Special Fund Trustee of the terms of this Agreement. If, within thirty days after the Special Fund Trustee receives written notice of such a breach, the Special Fund Trustee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, the Special Fund 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.

(c) Any subcontract entered into by the Special Fund Trustee shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this Section.

(d) 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 Administrative Code.

28. Local Business Enterprise Utilization; Liquidated Damages.

(a) The LBE Ordinance. The Special Fund 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 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 the Special Fund Trustee's obligations or liabilities, or materially diminish the Special Fund 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. Special Fund Trustee's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of the Special Fund Trustee's obligations under this Agreement and shall entitle the 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, the Special Fund 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 the Special Fund 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, the Special Fund Trustee shall be liable for liquidated damages in an amount equal to the Special Fund 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 the Special Fund Trustee authorized in the LBE Ordinance, including declaring the Special Fund Trustee to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Special Fund 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 Section 14B.17.

By entering into this Agreement, the Special Fund Trustee acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to the City upon demand. The Special Fund Trustee further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to the Special Fund Trustee on any contract with the City.

The Special Fund 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.

29. Nondiscrimination; Penalties.

(a) Special Fund Trustee Shall Not Discriminate. In the performance of this Agreement, the Special Fund Trustee agrees not to discriminate against any employee, City employee working with such Special Fund Trustee or subcontractor, applicant for employment with such Special Fund 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, height, weight, 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. The Special Fund Trustee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. The Special Fund Trustee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) Nondiscrimination in Benefits. The Special Fund 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 Section 12B.2(b) of the Administrative Code.

(d) Condition to Contract. As a condition to this Agreement, the Special Fund 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 Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Special Fund 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, the Special Fund Trustee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the 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 Special Fund Trustee and/or deducted from any payments due Special Fund Trustee.

30. MacBride Principles—Northern Ireland.

Pursuant to Administrative Code Section 12F.5, the City 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 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 Special Fund Trustee acknowledges and agrees that he or she has read and understood this Section.

31. Tropical Hardwood Ban.

Pursuant to Section 804(b) of the San Francisco Environment Code, the City urges Special Fund Trustee not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

32. Drug-Free Workplace Policy.

The Special Fund 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 the City premises. The Special Fund Trustee agrees that any violation of this prohibition by the Special Fund Trustee, its employees, agents or assigns will be deemed a material breach of this Agreement.

33. Resource Conservation.

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

34. Compliance with Americans with Disabilities Act.

The Special Fund 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 Special Fund Trustee, must be accessible to the disabled public. The Special Fund 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. The Special Fund 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 Special Fund Trustee, its employees, agents or assigns will constitute a material breach of this Agreement.

35. Sunshine Ordinance.

In accordance with Administrative Code Section 67.24(e), contracts, the Special Fund Trustee's bids, responses to solicitations and all other records of communications between the 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.

36. Public Access to Meetings and Records.

Only if the Special Fund 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 Administrative Code, the Special Fund Trustee shall comply with and be bound by all the applicable provisions of that Chapter and this Section; otherwise it will not be required to comply with or be bound by Chapter 12L of the Administrative Code and this Section. By executing this Agreement, the Special Fund Trustee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Special Fund Trustee further agrees to make good faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Special Fund 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 Special Fund 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.

37. Limitations on Contributions.

Through execution of this Agreement, the Special Fund Trustee acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code ("Section 1.126"), 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 (a) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the date the contract is approved. The Special Fund 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 one hundred thousand (\$100,000) or more. The Special Fund Trustee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of the Special Fund Trustee's board of directors; the Special Fund Trustee's principal officers, including its chairperson, the chief executive officer, the chief financial officer and the chief operating officer; any person with an ownership interest of more than ten percent (10%) in Special Fund Trustee; and any subcontractor listed in the bid or contract; and within thirty (30) days of the submission of a proposal for the contract, the City is obligated to submit to the Ethics Commission the parties to the contract and any subcontractor listed as part of the proposal. Additionally, the Special Fund Trustee certifies that the Special Fund Trustee has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract and has provided to the Public Entities the names of the persons required to be informed.

38. Requiring Minimum Compensation for Covered Employees.

(a) Unless the Special Fund Trustee is exempt, the Special Fund Trustee agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in 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 Special Fund Trustee's obligations under the MCO is set forth in this Section. Unless the Special Fund Trustee is exempt from such provisions under Section 38(i) hereof, the Special Fund 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 Special Fund Trustee to pay Special Fund Trustee's Covered 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 Special Fund Trustee is obligated to keep informed of the then-current requirements. Any subcontract entered into by Special Fund 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 Special Fund 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, the Public Entities may pursue any of the remedies set forth in this Section against Special Fund Trustee.

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

(e) The Public Entities are authorized to inspect Special Fund Trustee's job sites and conduct interviews with employees and conduct audits of Special Fund Trustee.

(f) Special Fund Trustee's commitment to provide the Minimum Compensation is a material element of the Public Entities' consideration for this Agreement. Any of the Public Entities, in its sole discretion, shall determine whether such a breach has occurred. The Public Entities and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Special Fund Trustee fails to comply with these requirements. Special Fund 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 Special Fund 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) Special Fund Trustee understands and agrees that if it fails to comply with the requirements of the MCO, the Public Entities 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, Special Fund Trustee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Special Fund Trustee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, Public Entities 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 Public Entities.

(h) Special Fund 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 Special Fund Trustee is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with the Public Entities for the fiscal year is less than \$25,000, but Special Fund Trustee later enters into an agreement or agreements that cause Special Fund Trustee to exceed that amount in a fiscal year, Special Fund 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 Special Fund Trustee and the Public Entities to exceed \$25,000 in the fiscal year.

39. Requiring Health Benefits for Covered Employees.

Unless the Special Fund Trustee is exempt (in which event it shall not be required to comply with Chapter 12Q or this Section), the Special Fund 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 Administrative Code Chapter 12Q (“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, the Special Fund Trustee shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If the Special Fund 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 Special Fund 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) The Special Fund Trustee’s failure to comply with the HCAO shall constitute a material breach of this Agreement. City shall notify Special Fund Trustee if such a breach has occurred. If, within thirty days after receiving City’s written notice of a breach of this Agreement for violating the HCAO, Special Fund Trustee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Special Fund 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 the City.

(d) Any Subcontract entered into by the Special Fund 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. The Special Fund 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 Special Fund 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 the Special Fund Trustee based on the Subcontractor’s failure to comply, provided that the City has first provided the Special Fund Trustee with notice and an opportunity to obtain a cure of the violation.

(e) The Special Fund Trustee shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying the City with regard to the Special Fund 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) The Special Fund 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) The Special Fund 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) The Special Fund Trustee shall keep itself informed of the current requirements of the HCAO.

(i) The Special Fund 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) The Special Fund Trustee shall provide the 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) The Special Fund Trustee shall allow the City to inspect Special Fund Trustee's job sites and have access to the Special Fund Trustee's employees in order to monitor and determine compliance with HCAO.

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

(m) If the Special Fund Trustee is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but the Special Fund Trustee later enters into an agreement or agreements that cause the Special Fund Trustee's aggregate amount of all agreements with the 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 the Special Fund Trustee and the City to be equal to or greater than \$75,000 in the fiscal year.

40. Prohibition on Political Activity with City Funds.

In accordance with Administrative Code Chapter 12.G, the Special Fund 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. The Special Fund Trustee agrees to comply with 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 The Special Fund 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 the Special Fund Trustee from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider the Special Fund Trustee's use of profit as a violation of this Section.

41. Preservative-treated Wood Containing Arsenic.

The Special Fund 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. The Special Fund 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 the Special Fund 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.

42. Protection of Private Information.

The Special Fund Trustee has read and agrees, subject to the following sentence, to the terms set forth in 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. The Special Fund Trustee agrees that any failure of Special Fund Trustee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement provided that, notwithstanding anything herein or in the Administrative Code to the contrary, the foregoing shall not be construed to prohibit (i) disclosure of any and all information that is or becomes publicly known, or information obtained by Special Fund Trustee from sources other than the other parties hereto, (ii) disclosure of any and all information (A) if required to do so by any applicable rule or regulation, (B) to any government agency or regulatory body having or claiming authority to regulate or oversee any aspects of Special Fund Trustee’s business or that of its affiliates, (C) pursuant to any subpoena, civil investigative demand or similar demand or request of any court, regulatory authority, arbitrator or arbitration to which Special Fund Trustee or any affiliate or an officer, director, employer or shareholder thereof is a party or (D) to any affiliate, independent or internal auditor, agent, employee or attorney of Special Fund Trustee having a need to know the same, provided that Special Fund Trustee advises such recipient of the confidential nature of the information being disclosed, or (iii) any other disclosure authorized by the Public Entities and this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the Public Entities may terminate the Agreement, bring a false claim action against the Special Fund Trustee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Special Fund Trustee.

43. Food Service Waste Reduction Requirements.

Effective June 1, 2007, the Special Fund Trustee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance applicable to contractors with Public Entities, 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, the Special Fund Trustee agrees that if it breaches this provision, the Public Entities will suffer actual damages that will be impractical or extremely difficult to determine; further, the Special Fund 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 the Public Entities 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 the Public Entities because of the Special Fund Trustee’s failure to comply with this provision.

44. Graffiti Removal.

(a) 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 Public Entities' 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 Public Entities and their residents, and to prevent the further spread of graffiti.

(b) The Special Fund Trustee shall remove all graffiti from any real property owned or leased by the Special Fund Trustee in the City within forty-eight (48) hours of the earlier of the Special Fund 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 the Special Fund 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.).

45. Slavery Era Disclosure.

(a) The Special Fund Trustee acknowledges that this Agreement shall not be binding upon the Public Entities until the Director receives the affidavit required by the San Francisco Administrative Code's Chapter 12Y, "San Francisco Slavery Era Disclosure Ordinance."

(b) In the event the Director of Administrative Services finds that the Special Fund Trustee has failed to file an affidavit as required by Section 12Y.4(a) and this Agreement, or has willfully filed a false affidavit, the Special Fund Trustee shall be liable for liquidated damages in an amount equal to the Special Fund Trustee's net profit on the Agreement, 10% of the total amount paid to the Special Fund Trustee under the Agreement, or \$1,000, whichever is greatest as determined by the Director of Administrative Services. The Special Fund Trustee acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Special Fund Trustee from any agreement with the Public Entities.

(c) The Special Fund Trustee shall maintain records necessary for monitoring its compliance with this provision.

46. Qualified Personnel.

The Special Fund Trustee's work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of the Special Fund Trustee. The Special Fund Trustee will comply with the Public Entities' reasonable requests regarding assignment of personnel, but all personnel, including those assigned at the Public Entities' request, must be supervised by the Special Fund Trustee.

47. Responsibility for Equipment.

None of the Public Entities shall be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Special Fund Trustee, or by any of its employees, even though such equipment be furnished, rented or loaned to the Special Fund Trustee by the Public Entities.

48. Independent Contractor; Payment of Taxes and Other Expenses.

(a) Independent Contractor. The Special Fund Trustee or any agent or employee of the Special Fund Trustee shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by the Public Entities under this Agreement. The Special Fund Trustee or any agent or employee of the Special Fund Trustee shall not have employee status with the Public Entities, nor be entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any retirement, health or other benefits that the Public Entities may offer their employees. Special Fund Trustee or any agent or employee of the Special Fund Trustee is liable for the acts and omissions of itself, its employees and its agents. The Special Fund Trustee shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to the Special Fund Trustee's performing services and work, or any agent or employee of the Special Fund Trustee providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the Public Entities and the Special Fund Trustee or any agent or employee of the Special Fund Trustee. Any terms in this Agreement referring to direction from the Public Entities shall be construed as providing for direction as to policy and the result of the Special Fund Trustee's work only, and not as to the means by which such a result is obtained. None of the Public Entities retains the right to control the means or the method by which the Special Fund Trustee performs work under this Agreement.

(b) Payment of Taxes and Other Expenses. Should the Public Entities, in either's discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that the Special Fund Trustee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by the Special Fund Trustee which can be applied against this liability). The Public Entities, as applicable, shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by the Special Fund Trustee for the Public Entities, upon notification of such fact by the Public Entities, Contractor shall promptly remit such amount due or arrange with the Public Entities, as applicable, to have the amount due withheld from future payments to the Special Fund Trustee under this Agreement (again, offsetting any amounts already paid by the Special Fund Trustee which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, the Special Fund Trustee shall not be considered an employee of the Public Entities. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that the Special Fund Trustee is an employee for any other purpose, then the Special Fund Trustee agrees to a reduction in the Public Entities' financial liability so that the Public Entities' total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that the Special Fund Trustee was not an employee.

49. Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-2.

A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the Public Entities if the contractor, subcontractor or consultant: (a) knowingly presents or

causes to be presented to an officer or employee of the Public Entities a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the Public Entities; (c) conspires to defraud the Public Entities by getting a false claim allowed or paid by the Public Entities; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the Public Entities; or (e) is a beneficiary of an inadvertent submission of a false claim to the Public Entities, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the Public Entities, as applicable, within a reasonable time after discovery of the false claim.

50. Special Fund Trustee's Compliance with City Business and Tax Regulations Code.

Special Fund Trustee acknowledges that under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, the City Treasurer and Tax Collector may require the withholding of payments to any vendor that is delinquent in the payment of any amounts that the vendor is required to pay the City under the San Francisco Business and Tax Regulations Code. If, under that authority, any payment the Public Entities are required to make to Special Fund Trustee under this Agreement is withheld, then none of the Public Entities will be in breach or default under this Agreement, and the Treasurer and Tax Collector will authorize release of any payments withheld under this Section to Special Fund Trustee, without interest, late fees, penalties, or other charges, upon Special Fund Trustee coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

51. Consideration of Salary History.

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

52. Repeal of Administrative Code Provisions.

To the extent that the City repeals any provision of the Administrative Code incorporated, set forth or referenced in Sections 19 through 51 hereof, other than pursuant to a restatement or amendment of any such provision, such provision, as incorporated, set forth or referenced herein, shall no longer apply to this Agreement or the Special Fund Trustee.

53. Non-Waiver of Rights.

The omission by the Public Entities at any time to enforce any default or right reserved to it under this Agreement, or to require performance of any of the terms, covenants, or provisions set forth in this Agreement, shall not be a waiver of any such default or right to which the Public Entities is entitled, nor shall it in any way affect the right of the Public Entities to enforce such provisions thereafter.

54. Section Headings and References.

The headings or titles of the several Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

All references herein to “Sections” and other subsections are to the corresponding Sections or subsections of this Agreement; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section or subsection hereof; and words of any gender shall mean and include words of the other genders.

55. Execution in Several Counterparts; Electronic Signatures.

(a) This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Public Entities and the Special Fund Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

(b) The parties hereto acknowledge and agree that this Agreement may be executed by one or more electronic means (hereinafter referred to as “Electronic Signatures”). Each party hereto agrees that Electronic Signatures provided by such party shall constitute effective execution and delivery of this Agreement by such party to all other parties to or relying on this Agreement. Each party hereto agrees that Electronic Signatures shall constitute complete and satisfactory evidence of the intent of such party to be bound by those signatures and by the terms and conditions of this Agreement as signed. Each party agrees that Electronic Signatures shall be deemed to be original signatures for all purposes.

Each party hereto agrees to accept Electronic Signatures provided by any and all other parties to this Agreement as (i) full and sufficient intent by such parties to be bound hereunder, (ii) effective execution and delivery of this Agreement and (iii) constituting this Agreement an original for all purposes, without the necessity for any manually signed copies to be provided, maintained or to exist for back up or for any other purpose.

If Electronic Signatures are used to execute this Agreement, each party hereto hereby accepts the terms of, and intends and does sign, this Agreement by its Electronic Signature hereto.

56. Governing Law.

This Agreement shall be construed in accordance with and governed by the Constitution and laws of the State of California, applicable to the contracts made and performed in such State.

57. Notices.

Unless otherwise expressly stated herein, any notice or demand which by any provision of this Agreement is required or permitted to be given or served by any party may be given or served by being sent by any generally recognized express service, hand delivery, or deposited postage prepaid in a post office letter box addressed (until another address is specified by a party, and then, that address) as follows:

The Public Entities:

c/o City and County of San Francisco
1 Dr. Carlton B. Goodlett Place
City Hall, Room 338
San Francisco, CA 94102
Attn: Director of the Office of Public Finance

The Special Fund Trustee: Zions Bancorporation, National Association
Corporate Trust Department
550 South Hope Street, Suite 2875
Los Angeles, CA 90071

58. Amendments.

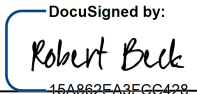
This Agreement may not be effectively amended, changed, modified, altered or terminated except in writing, executed by Public Entities and the Special Fund Trustee. The Special Fund Trustee shall execute any amendment to this Agreement as requested by the Public Entities except that the Special Fund Trustee shall have the right to refuse to execute any amendment to this Agreement to the extent it materially and adversely affects the rights of the Special Fund Trustee hereunder.

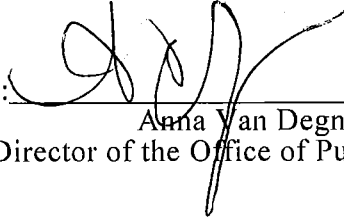
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Public Entities have caused this Agreement to be signed in its name by their duly authorized officers, and the Special Fund Trustee has caused this Agreement to be signed in its name by its duly authorized officer, all as of the day and year first above written.

TREASURE ISLAND DEVELOPMENT AUTHORITY

CITY AND COUNTY OF SAN FRANCISCO INFRASTRUCTURE AND REVITALIZATION FINANCING DISTRICT NO. 1 (Treasure Island)

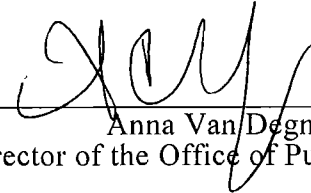
By:  _____
Robert Beck
Treasure Island Director

By:  _____
Anna Van Degna
Director of the Office of Public Finance

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
a national banking association,
as Special Fund Trustee

CITY AND COUNTY OF SAN FRANCISCO, for itself and for and on behalf of CITY AND COUNTY OF SAN FRANCISCO COMMUNITY FACILITIES DISTRICT NO. 2016-1 (Treasure Island)

By: _____
Mark D. Petrasso
Senior Vice President
Zions Bank Division

By:  _____
Anna Van Degna
Director of the Office of Public Finance

APPROVED AS TO FORM:

DAVID CHIU,
City Attorney

By: _____
Mark Blake
Deputy City Attorney

IN WITNESS WHEREOF, the Public Entities have caused this Agreement to be signed in its name by their duly authorized officers, and the Special Fund Trustee has caused this Agreement to be signed in its name by its duly authorized officer, all as of the day and year first above written.

**TREASURE ISLAND DEVELOPMENT
AUTHORITY**


**CITY AND COUNTY OF SAN
FRANCISCO INFRASTRUCTURE AND
REVITALIZATION FINANCING
DISTRICT NO. 1 (Treasure Island)**

By: _____
Robert Beck
Treasure Island Director

By: _____
Anna Van Degna
Director of the Office of Public Finance

**ZIONS BANCORPORATION,
NATIONAL ASSOCIATION,**
a national banking association,
as Special Fund Trustee

**CITY AND COUNTY OF SAN
FRANCISCO, for itself and for and on
behalf of CITY AND COUNTY OF SAN
FRANCISCO COMMUNITY
FACILITIES DISTRICT NO. 2016-1
(Treasure Island)**

By: 
Mark D. Petrasso
Senior Vice President
Zions Bank Division

By: _____
Anna Van Degna
Director of the Office of Public Finance

APPROVED AS TO FORM:

DAVID CHIU,
City Attorney

By: _____
Mark Blake
Deputy City Attorney

IN WITNESS WHEREOF, the Public Entities have caused this Agreement to be signed in its name by their duly authorized officers, and the Special Fund Trustee has caused this Agreement to be signed in its name by its duly authorized officer, all as of the day and year first above written.

**TREASURE ISLAND DEVELOPMENT
AUTHORITY**

**CITY AND COUNTY OF SAN
FRANCISCO INFRASTRUCTURE AND
REVITALIZATION FINANCING
DISTRICT NO. 1 (Treasure Island)**

By: _____
Robert Beck
Treasure Island Director

By: _____
Anna Van Degna
Director of the Office of Public Finance

**ZIONS BANCORPORATION,
NATIONAL ASSOCIATION,**
a national banking association,
as Special Fund Trustee

**CITY AND COUNTY OF SAN
FRANCISCO, for itself and for and on
behalf of CITY AND COUNTY OF SAN
FRANCISCO COMMUNITY
FACILITIES DISTRICT NO. 2016-1
(Treasure Island)**

By: _____
Mark D. Petrasso
Senior Vice President
Zions Bank Division

By: _____
Anna Van Degna
Director of the Office of Public Finance

APPROVED AS TO FORM:

DAVID CHIU,
City Attorney

By: Mark D. Blake
Mark Blake
Deputy City Attorney

EXHIBIT A
FORM OF
OFFICER’S CERTIFICATE REQUESTING DISBURSEMENT FROM NET AVAILABLE
FACILITIES INCREMENT SPECIAL ACCOUNT

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an “Authorized Officer,” as such term is defined in that certain Special Fund Administration Agreement, dated as of September 1, 2022 (the “Agreement”), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the “City”) for itself and for and on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “CFD”), the Treasure Island Development Authority, a California non-profit public benefit corporation (“TIDA”), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the “Special Fund Trustee”).

(ii) Under Section **Error! Reference source not found.** of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Net Available Facilities Increment Special Account of the Net Available Increment Special Fund established under the Agreement to the following funds and accounts established under the specified IRFD Facilities Indenture:

Name of IRFD Facilities Indenture:

Name of Fund or Account	Amount (\$)
Interest Account	
Principal Account	
2022 Facilities Reserve Account	
[other reserve accounts, if any]	
Redemption Account	
[others to come]	

(iii) Under Section **Error! Reference source not found.** of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Net Available Facilities Increment Special Account of the Net Available Increment Special Fund established under the Agreement to the following funds and accounts established under the specified Parity Facilities Debt Instrument (as defined in the IRFD Facilities Indenture designated in the preceding clause (ii)):

Name of Parity Facilities Debt Instrument:

Name of Fund or Account	Amount (\$)

(iv) Under Section 5 of the Agreement, the undersigned hereby represents that amounts received in the Bond Year (as defined in the IRFD Facilities Indenture designated in the preceding clause (ii)) ending September 1, 20__ and deposited into the Net Available Facilities Increment Special Account equal the aggregate amounts required to be transferred in such Bond Year (A) for deposit into the Interest Account, the Principal Account, the 2022 Facilities Reserve Account, any other reserve account held by the Trustee for Bonds that are not 2022 Related Facilities Bonds and the Redemption Account in such Bond Year and, if applicable, (B) with respect to any Parity Facilities Debt other than Bonds pursuant to the applicable Parity Facilities Debt Instrument/

Accordingly, the undersigned hereby directs the Special Fund Trustee to transfer the following amounts to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee. Payments shall be made by check or wire transfer to an account maintained within the United States in accordance with the payment instructions set forth on Schedule A (or the invoice attached thereto) and the Special Fund Trustee shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given.

(v) The proposed requisition from the Net Available Facilities Increment Special Account and expenditure of such moneys complies with the Financing Plan.

(vi) No portion of the amount herein requested to be disbursed was set forth in any written certificate executed by an Authorized Officer and previously filed to request disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN FRANCISCO INFRASTRUCTURE AND REVITALIZATION FINANCING DISTRICT NO. 1 (TREASURE ISLAND)

By: _____
 Name: _____
 Title: _____

SCHEDULE A¹

Payee Name and Address	Purpose of Obligation

¹ May be applied by the IRFD for any lawful purpose of the IRFD, including but not limited to the repayment of the City for use of Conditional City Facilities Increment to pay debt service on the Facilities Bonds or any Parity Facilities Debt, payment of Subordinate Facilities Debt, payment of administrative expenses of the IRFD, or transfer to IRFD Qualified Project Costs Fund, among others.

EXHIBIT B
FORM OF
OFFICER’S CERTIFICATE REQUESTING DISBURSEMENT FROM NET AVAILABLE
HOUSING INCREMENT SPECIAL ACCOUNT

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an “Authorized Officer,” as such term is defined in that certain Special Fund Administration Agreement, dated as of September 1, 2022 (the “Agreement”), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the “City”) for itself and for and on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “CFD”), the Treasure Island Development Authority, a California non-profit public benefit corporation (“TIDA”), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the “Special Fund Trustee”).

(ii) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Net Available Housing Increment Special Account of the Net Available Increment Special Fund established under the Agreement to the following funds and accounts established under the specified IRFD Housing Indenture:

Name of IRFD Housing Indenture:

Name of Fund or Account	Amount (\$)
Interest Account	
Principal Account	
2022 Housing Reserve Account	
[other reserve accounts, if any]	
Redemption Account	
[others to come]	

(iii) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Net Available Housing Increment Special Account of the Net Available Increment Special Fund established under the Agreement to the following funds and accounts established under the specified Parity Housing Debt Instrument (as defined in the IRFD Housing Indenture designated in the preceding clause (ii)):

Name of Parity Housing Debt Instrument:

Name of Fund or Account	Amount (\$)

(iv) Under Section 6 of the Agreement, the undersigned hereby represents that amounts received in the Bond Year (as defined in the IRFD Housing Indenture designated in the preceding clause (ii)) ending September 1, 20__ and deposited into the Net Available Housing Increment Special Account equal the aggregate amounts required to be transferred in such Bond Year (A) for deposit into the Interest Account, the Principal Account, the 2022 Housing Reserve Account, any other reserve account held by the Trustee for Bonds that are not 2022 Related Housing Bonds and the Redemption Account in such Bond Year and, if applicable, (B) with respect to any Parity Housing Debt other than Bonds pursuant to the applicable Parity Housing Debt Instrument/

Accordingly, the undersigned hereby directs the Special Fund Trustee to transfer the following amounts to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee. Payments shall be made by check or wire transfer to an account maintained within the United States in accordance with the payment instructions set forth on Schedule A (or the invoice attached thereto) and the Special Fund Trustee shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given.

(v) The proposed requisition from the Net Available Housing Increment Special Account and expenditure of such moneys complies with the Financing Plan.

(vi) No portion of the amount herein requested to be disbursed was set forth in any written certificate executed by an Authorized Officer and previously filed to request disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN FRANCISCO INFRASTRUCTURE AND REVITALIZATION FINANCING DISTRICT NO. 1 (TREASURE ISLAND)

By: _____
 Name: _____
 Title: _____

SCHEDULE A²

Payee Name and Address	Purpose of Obligation

² May be applied by the IRFD for any lawful purpose of the IRFD, including but not limited to the repayment of the City for use of Conditional City Housing Increment to pay debt service on the Housing Bonds or any Parity Housing Debt, payment of Subordinate Facilities Debt, payment of administrative expenses of the IRFD, or transfer to IRFD Housing Fund, among others among others.

EXHIBIT C
FORM OF
OFFICER’S CERTIFICATE REQUESTING DISBURSEMENT FROM CONDITIONAL CITY
FACILITIES INCREMENT SPECIAL ACCOUNT

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an “Authorized Officer,” as such term is defined in that certain Special Fund Administration Agreement, dated as of September 1, 2022 (the “Agreement”), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the “City”) for itself and for and on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “CFD”), the Treasure Island Development Authority, a California non-profit public benefit corporation (“TIDA”), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “IRFD”), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the “Special Fund Trustee”).

(ii) Under Section 7 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Conditional City Facilities Increment Special Account of the Conditional City Increment Special Fund established under the Agreement to the following funds and accounts established under the specified IRFD Facilities Indenture:

Name of IRFD Facilities Indenture:

Name of Fund or Account	Amount (\$)
Interest Account	
Principal Account	

(iii) Under Section 7 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Conditional City Facilities Increment Special Account of the Net Available Increment Special Fund established under the Agreement to the following funds and accounts established under the specified Parity Facilities Debt Instrument (as defined in the IRFD Facilities Indenture designated in the preceding clause (ii)):

Name of Parity Facilities Debt Instrument:

Name of Fund or Account	Amount (\$)

(iv) Under Section 7 of the Agreement, the undersigned hereby represents that amounts received in the Bond Year (as defined in the IRFD Facilities Indenture designated in the preceding clause (ii)) ending September 1, 20__ and deposited into the Net Available Facilities Increment Special Account equal the aggregate amounts required to be transferred in such Bond Year (A) for deposit into the Interest Account, the Principal Account and the Redemption Account in such Bond

Year and, if applicable, (B) with respect to any Parity Facilities Debt other than Bonds pursuant to the applicable Parity Facilities Debt Instrument/

Accordingly, the undersigned hereby directs the Special Fund Trustee to transfer all of the amounts in the Conditional City Facilities Increment Special Account as follows:

Payee	Purpose	Amount (\$)
[debt service on other obligations]		
[City]		

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN FRANCISCO INFRASTRUCTURE AND REVITALIZATION FINANCING DISTRICT NO. 1 (TREASURE ISLAND)

By: _____
 Name: _____
 Title: _____

EXHIBIT D
FORM OF
OFFICER’S CERTIFICATE REQUESTING DISBURSEMENT FROM CONDITIONAL CITY
HOUSING INCREMENT SPECIAL ACCOUNT

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an “Authorized Officer,” as such term is defined in that certain Special Fund Administration Agreement, dated as of September 1, 2022 (the “Agreement”), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the “City”) for itself and for and on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “CFD”), the Treasure Island Development Authority, a California non-profit public benefit corporation (“TIDA”), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the “Special Fund Trustee”).

(ii) Under Section 8 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Conditional City Housing Increment Special Account of the Conditional City Increment Special Fund established under the Agreement to the following funds and accounts established under the specified IRFD Housing Indenture:

Name of IRFD Housing Indenture:

Name of Fund or Account	Amount (\$)
Interest Account	
Principal Account	

(iii) Under Section 8 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Conditional City Housing Increment Special Account of the Net Available Increment Special Fund established under the Agreement to the following funds and accounts established under the specified Parity Housing Debt Instrument (as defined in the IRFD Housing Indenture designated in the preceding clause (ii)):

Name of Parity Housing Debt Instrument:

Name of Fund or Account	Amount (\$)

(iv) Under Section 8 of the Agreement, the undersigned hereby represents that amounts received in the Bond Year (as defined in the IRFD Housing Indenture designated in the preceding clause (ii)) ending September 1, 20__ and deposited into the Net Available Housing Increment Special Account equal the aggregate amounts required to be transferred in such Bond Year (A) for deposit into the Interest Account, the Principal Account and the Redemption Account in such Bond

Year and, if applicable, (B) with respect to any Parity Housing Debt other than Bonds pursuant to the applicable Parity Housing Debt Instrument/

Accordingly, the undersigned hereby directs the Special Fund Trustee to transfer all of the amounts in the Conditional City Housing Increment Special Account as follows:

Payee	Purpose	Amount (\$)
[debt service on other obligations]		
[City]		

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN FRANCISCO INFRASTRUCTURE AND REVITALIZATION FINANCING DISTRICT NO. 1 (TREASURE ISLAND)

By: _____
 Name: _____
 Title: _____

EXHIBIT E
FORM
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM
IRFD ADMINISTRATIVE COSTS ACCOUNT

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer," as such term is defined in that certain Special Fund Administration Agreement, dated as of September 1, 2022 (the "Agreement"), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for itself and for and on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "CFD"), the Treasure Island Development Authority, a California non-profit public benefit corporation ("TIDA"), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the "Special Fund Trustee").

(ii) Under Section 9 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Administrative Costs Fund established under the Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of authorized costs as set forth in the Financing Plan, as described on attached Schedule A. Payments shall be made by check or wire transfer to an account maintained within the United States in accordance with the payment instructions set forth on Schedule A (or the invoice attached thereto) and the Special Fund Trustee shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given.

(iii) The proposed requisition from the IRFD Administrative Costs Fund and expenditure of such moneys complies with the Financing Plan.

(iv) No portion of the amount herein requested to be disbursed was set forth in any written certificate executed by an Authorized Officer and previously filed to request disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN
FRANCISCO INFRASTRUCTURE AND
REVITALIZATION FINANCING
DISTRICT NO. 1 (TREASURE ISLAND)

By: _____
Name: _____
Title: _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount from IRFD Administrative Costs Fund

EXHIBIT F
FORM OF
OFFICER’S CERTIFICATE REQUESTING DISBURSEMENT FROM THE IRFD QUALIFIED
PROJECT COSTS FUND
REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an “Authorized Officer,” as such term is defined in that certain Special Fund Administration Agreement, dated as of September 1, 2022 (the “Agreement”), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the “City”) for itself and for and on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “CFD”), the Treasure Island Development Authority, a California non-profit public benefit corporation (“TIDA”), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “IRFD”), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the “Special Fund Trustee”).

(ii) Under Section 10 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the IRFD Qualified Project Costs Fund established under the Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of authorized costs as set forth in the Financing Plan, as described on attached Schedule A. Payments shall be made by check or wire transfer to an account maintained within the United States in accordance with the payment instructions set forth on Schedule A (or the invoice attached thereto) and the Special Fund Trustee shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given.

(iii) The proposed requisition from the IRFD Qualified Project Costs Fund and expenditure of such moneys complies with the Financing Plan.

(iv) No portion of the amount herein requested to be disbursed was set forth in any written certificate executed by an Authorized Officer and previously filed to request disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN
FRANCISCO INFRASTRUCTURE AND
REVITALIZATION FINANCING
DISTRICT NO. 1 (TREASURE ISLAND)

By: _____
Name: _____
Title: _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount from IRFD Qualified Project Costs Fund

EXHIBIT G
FORM OF
OFFICER’S CERTIFICATE REQUESTING DISBURSEMENT FROM THE IRFD HOUSING
FUND

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an “Authorized Officer,” as such term is defined in that certain Special Fund Administration Agreement, dated as of September 1, 2022 (the “Agreement”), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the “City”) for itself and for and on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “CFD”), the Treasure Island Development Authority, a California non-profit public benefit corporation (“TIDA”), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the “Special Fund Trustee”).

(ii) Under Section 11 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the IRFD Housing Fund established under the Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of authorized costs as set forth in the Financing Plan, as described on attached Schedule A. Payments shall be made by check or wire transfer to an account maintained within the United States in accordance with the payment instructions set forth on Schedule A (or the invoice attached thereto) and the Special Fund Trustee shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given.

(iii) The proposed requisition from the IRFD Housing Fund and expenditure of such moneys complies with the Financing Plan.

(iv) No portion of the amount herein requested to be disbursed was set forth in any written certificate executed by an Authorized Officer and previously filed to request disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN
FRANCISCO INFRASTRUCTURE AND
REVITALIZATION FINANCING
DISTRICT NO. 1 (TREASURE ISLAND)

By: _____
Name: _____
Title: _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount from IRFD Housing Fund

EXHIBIT H

**FORM OF
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM THE SERVICES
SPECIAL TAX FUND**

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer," as such term is defined in that certain Special Fund Administration Agreement, dated as of September 1, 2022 (the "Agreement"), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for itself and for and on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "CFD"), the Treasure Island Development Authority, a California non-profit public benefit corporation ("TIDA"), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the "Special Fund Trustee").

(ii) Under Section 12 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Services Special Tax Fund established under the Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of authorized costs as set forth in the Financing Plan, the CFD Resolution of Formation and the applicable RMA, as described on attached Schedule A. Payments shall be made by check or wire transfer to an account maintained within the United States in accordance with the payment instructions set forth on Schedule A (or the invoice attached thereto) and the Special Fund Trustee shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given.

(iii) The proposed requisition from the Services Special Tax Fund and expenditure of such moneys complies with the Financing Plan, the CFD Resolution of Formation and the applicable RMA.

(iv) No portion of the amount herein requested to be disbursed was set forth in any written certificate executed by an Authorized Officer and previously filed to request disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN FRANCISCO, for and on behalf of CITY AND COUNTY OF SAN FRANCISCO COMMUNITY FACILITIES DISTRICT NO. 2016-1 (Treasure Island)

By: _____
Name: _____
Title: _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount from Services Special Tax Fund

EXHIBIT I
FORM OF
OFFICER’S CERTIFICATE REQUESTING DISBURSEMENT FROM THE REMAINDER
TAXES PROJECT ACCOUNT

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an “Authorized Officer,” as such term is defined in that certain Special Fund Administration Agreement, dated as of September 1, 2022 (the “Agreement”), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the “City”) for itself and for and on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “CFD”), the Treasure Island Development Authority, a California non-profit public benefit corporation (“TIDA”), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “IRFD”), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the “Special Fund Trustee”).

(ii) Check if applicable : Prior to the Maintenance Commencement Date (as defined in the Financing Plan): Under Section 13 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Remainder Taxes Project Account established under the Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of authorized costs as set forth in the Financing Plan, the CFD Resolution of Formation and the applicable RMA, as described on attached Schedule A. Payments shall be made by check or wire transfer to an account maintained within the United States in accordance with the payment instructions set forth on Schedule A (or the invoice attached thereto) and the Special Fund Trustee shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given. [*Note: Prior to CFD Conversion Date, amounts in the Remainder Taxes Project Account shall be applied to finance Qualified Project Costs; after the CFD Conversion Date, amounts in the Remainder Taxes Project Account shall be applied to finance Additional Community Facilities or other uses authorized by the Mello-Roos Act*]

(iii) Check if applicable : After the Maintenance Commencement Date: Under Section 13 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the funds in the Remainder Taxes Project Account to the Remainder Taxes Holding Account.

(iv) The proposed requisition from the Remainder Taxes Project Account and expenditure of such moneys complies with the Financing Plan.

(iv) No portion of the amount herein requested to be disbursed was set forth in any written certificate executed by an Authorized Officer and previously filed to request disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN FRANCISCO, for and on behalf of CITY AND COUNTY OF SAN FRANCISCO COMMUNITY FACILITIES DISTRICT NO. 2016-1 (Treasure Island)

By: _____
Name: _____
Title: _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount from Remainder Taxes Project Account

EXHIBIT J
FORM OF
OFFICER’S CERTIFICATE REQUESTING DISBURSEMENT FROM THE REMAINDER
TAXES HOLDING ACCOUNT

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an “Authorized Officer,” as such term is defined in that certain Special Fund Administration Agreement, dated as of September 1, 2022 (the “Agreement”), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the “City”) for itself and for and on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “CFD”), the Treasure Island Development Authority, a California non-profit public benefit corporation (“TIDA”), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “IRFD”), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the “Special Fund Trustee”).

(ii) Under Section 14 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the funds in the Remainder Taxes Holding Account to the Ongoing Maintenance Account (\$_____) and/or the Remainder Taxes Project Account (\$_____).

(iii) The proposed requisition from the Remainder Taxes Holding Account and expenditure of such moneys complies with the Financing Plan.

(iv) No portion of the amount herein requested to be disbursed was set forth in any written certificate executed by an Authorized Officer and previously filed to request disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

TREASURE ISLAND DEVELOPMENT
AUTHORITY

By: _____
Name: _____
Title: _____

EXHIBIT K
FORM OF
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM THE ONGOING
MAINTENANCE ACCOUNT

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer," as such term is defined in that certain Special Fund Administration Agreement, dated as of September 1, 2022 (the "Agreement"), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for itself and for and on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "CFD"), the Treasure Island Development Authority, a California non-profit public benefit corporation ("TIDA"), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the "Special Fund Trustee").

(ii) Under Section 15 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Ongoing Maintenance Account established under the Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of authorized costs as set forth in the Financing Plan, the CFD Resolution of Formation and the applicable RMA, as described on attached Schedule A. Payments shall be made by check or wire transfer to an account maintained within the United States in accordance with the payment instructions set forth on Schedule A (or the invoice attached thereto) and the Special Fund Trustee shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given.

(iii) The proposed requisition from the Ongoing Maintenance Account and expenditure of such moneys complies with the Financing Plan, the CFD Resolution of Formation and the applicable RMA.

(iv) No portion of the amount herein requested to be disbursed was set forth in any written certificate executed by an Authorized Officer and previously filed to request disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

TREASURE ISLAND DEVELOPMENT
AUTHORITY

By: _____
Name: _____
Title: _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount from Ongoing Maintenance Account



OFFICE OF THE CONTROLLER
CITY AND COUNTY OF SAN FRANCISCO

Ben Rosenfield
Controller

Todd Rydstrom
Deputy Controller

Anna Van Degna
Director of Public Finance

MEMORANDUM

TO: Honorable Members, Board of Supervisors

FROM: Anna Van Degna, Director of the Controller's Office of Public Finance
Bridget Katz, Deputy Director, Controller's Office of Public Finance
Min Guo, Controller's Office of Public Finance
Bob Beck, Director of the Treasure Island Development Authority

DATE: **Tuesday, October 31, 2023**

SUBJECT: Resolution Authorizing the Issuance of Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) Special Tax Bonds, Series 2023A Not to Exceed \$17,000,000

Recommended Actions

We respectfully request that the Board of Supervisors ("Board") consider for review and approval of the resolution ("Bond Resolution") which authorizes the issuance of, in one or more series, not to exceed \$17,000,000 aggregate principal amount of Improvement Area No. 2 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island) ("District" or "Treasure Island CFD") Special Tax Bonds, Series 2023A ("Bonds").

Background

Since 1997, the City and County of San Francisco ("City") and the Treasure Island Development Authority ("TIDA") have worked together on the Treasure Island/Yerba Buena Island Development Project ("Project") in order to redevelop the former Treasure Island Naval Station ("NSTI") in connection with the conveyance of the Navy-owned lands to TIDA. In early 2003, TIDA and the Treasure Island Community Development, LLC ("TICD" or the "Developer") entered into an Exclusive Negotiating Agreement and began work on a Development Plan.

In 2011, TICD and TIDA entered into the Disposition and Development Agreement ("DDA") and TICD and the City entered into the Development Agreement ("DA") to deliver the Project. The Financing Plan attached to the DDA and DA contemplates reimbursement to the Developer for costs incurred to construct public infrastructure through the issuance of special tax bonds issued under the Mello-Roos Community Facilities Act of 1982 and tax increment bonds issued by the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island).

2 | Resolution Authorizing the Issuance of Treasure Island CFD IA No. 2 Special Tax Bonds, Series 2023A Not to Exceed \$17,000,000

The development plan for the Project anticipates a new San Francisco neighborhood consisting of up to 8,000 new residential housing units, as well as new commercial and retail space, two hotels, and 290 acres of parks and public open space, including shoreline access and cultural uses. Transportation amenities being built for the project will enhance mobility on the Yerba Buena Island and Treasure Island as well as link the islands to mainland San Francisco. . The Project's master plan also includes public facilities serving the Project, utility improvements; new and upgraded streets, public byways, bicycle, transit, and pedestrian facilities; and a new ferry terminal.

The Treasure Island CFD

The Treasure Island CFD was formed to provide funding for certain public infrastructure to be built as a result of the Project and certain ongoing public services. On January 24, 2017, following a public hearing and landowner vote, the Board adopted Resolution No. 8-17 ("Resolution of Formation") establishing the Treasure Island CFD, an initial improvement area in the Treasure Island CFD entitled "Improvement Area No. 1 of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island)" ("Improvement Area No. 1"), and a Future Annexation Area for the Treasure Island CFD, which was established to provide for streamlined annexations of future phases of the Project into the CFD.

Improvement Area No. 2

Improvement Area No. 2 (or "IA No. 2") consists of up to five development parcels (B1, C2.2, C2.3, C2.4 and C3.4) located on Treasure Island, which are expected to include 779 residential units at buildout, as depicted in the rendering on the right.

In April 2020 the development parcels were annexed into the Treasure Island CFD as IA No. 2 through Unanimous Approval by the property owners, in compliance with the Annexation Approval Procedures established by the Board in the Resolution of Formation. In September 2020 the Board of Supervisors adopted Resolution No. 410-20 to confirm the annexation of property into the Treasure Island CFD as IA2 and confirm that the maximum aggregate principal amount of special tax bonds and other debt to be issued by IA No. 2 is \$278,200,000.

In January 2022, the City, on behalf of the Treasure Island CFD with respect to IA2, completed the first issuance of Special Tax Bonds, Series 2022A ("2022A Bonds") in the amount of \$25,130,000, which were applied to finance, among other things, acquisition and construction of public facilities, as well as soft costs for the planning, design and completion of such facilities.

The proposed Bond Resolution authorizes the sale of an aggregate principal amount not to exceed \$17,000,000 and approves related documents. If the full not to exceed amount of Bonds are issued, the remaining bond authority for IA No. 2 would be \$236,070,000.

The Special Tax Bonds of Improvement Area No. 2

The proposed Bonds will be secured by a pledge of special taxes levied on taxable property in Improvement Area No. 2. In accordance with Ordinance No. 22-17 and the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2 ("RMA") approved by Unanimous Approval at annexation and confirmed by the Board in Resolution No. 410-20, the City has the authority to begin levying special taxes on all taxable property within IA No. 2. The City began levying special taxes in IA No. 2 in FY 2022-23.

3 | Resolution Authorizing the Issuance of Treasure Island CFD IA No. 2 Special Tax Bonds, Series 2023A
Not to Exceed \$17,000,000

Current Plan of Finance

The City plans on issuing special tax bonds secured by a pledge of special taxes levied on all of the taxable property in IA No. 2 pursuant to the RMA. Debt service on the Bonds escalates at approximately 2% per year, in accordance with the 2% per year escalation of the special taxes, per the RMA. Debt service on the Bonds, together with debt service on the 2022A Bonds, is projected to produce combined annual debt service coverage not less than 110% in each year after taking into account administrative costs based on special tax revenues derived from "Developed Property" parcels under the RMA.

Development Status

A summary of the status of the planned development parcels is summarized in the table below:

Sub-block	Merchant Builder	Development Description	Development Status
B1	Poly	Rental Residential Apts	Site permit issued; start of construction TBD
C2.2	Lennar	Rental Residential Apts	Under construction; completion expected November 2024
C2.3	Poly	For-sale Residential Condos	Site permit issuance TBD
C2.4	Stockbridge/Wilson Meany JV	Rental Residential Apts	Under construction; completion expected September 2024
C3.4	Stockbridge/Wilson Meany/Lennar JV	For-sale Residential Condos	Under construction; completion expected January 2025

Value-to-Lien Ratio

Under the City's *Amended and Restated Local Goals and Policies for Community Facilities Districts and Special Tax Districts* and bond covenants, the City must achieve at least a 3-to-1 value-to-lien ratio ("VTL") at issuance based on (i) an appraised value (in this case) or assessed value and (ii) special tax and assessment debt encumbering the taxable property.

Integra Realty Resources, Inc. ("Appraiser") has prepared an Appraisal Report dated September 20, 2023 with a valuation date of August 4, 2023, estimating the market value of the fee simple interest in the five development parcels within IA No. 2 currently subject to the special taxes. The Appraiser concluded in the Appraisal Report that the market value of the fee simple interest of these parcels is \$219,900,000, subject to certain assumptions and limiting conditions set forth therein. The estimated value-to-lien ratio based on the outstanding 2022A Bonds and proposed not to exceed par amount of \$17,000,000 and the appraised value of \$219,900,000 is 5.2-to-1. The value of individual parcels in Improvement Area No. 2 may vary significantly, and no assurance can be given that should Special Taxes levied on one or more of the parcels become delinquent, and should the delinquent parcels be offered for sale at a judicial foreclosure sale, that any bid would be received for the property or, if a bid is received, that such bid would be sufficient to pay such parcel's delinquent Special Taxes.

4 | Resolution Authorizing the Issuance of Treasure Island CFD IA No. 2 Special Tax Bonds, Series 2023A
Not to Exceed \$17,000,000

Use of Proceeds

The proceeds of the Bonds will (i) finance or reimburse expenditures on the acquisition and construction of certain public facilities and improvements authorized to be financed by the District, (ii) fund a parity debt service reserve fund for the Bonds, and (iii) finance costs of issuance, including the underwriter's discount. In addition, available special taxes levied in IA2 will be used to establish a supplemental reserve fund ("Additional Special Tax Reserve Fund"). More specifically, the net proceeds of the proposed Bonds are expected to reimburse the Developer for soft costs related to public facilities.

The Bonds will be issued pursuant to the First Supplement to a Master Fiscal Agent Agreement described under Additional Information. Under the First Supplement, the Additional Special Tax Reserve Fund will be available to pay debt service on the Bonds and the 2022A Bonds until a release test has been satisfied, which is expected to be tied to commencement of construction on Sub-Block B1.

Table 1 below outlines anticipated sources and uses for the Bonds, based on current market conditions as of October 23, 2023.

Table 1: Estimated Sources & Uses of the 2023A Special Tax Bonds

Sources:

Bond Proceeds	
Par Amount	\$14,380,000
Original Issue Discount	(333,824)
Estimated Excess Special Tax Collections on Hand	634,454
Total Sources	\$14,680,630

Uses:

Project Fund	\$11,797,443
Deposit to Parity Reserve	1,483,033
Additional Special Tax Reserve	634,454
<u>Delivery Date Expenses</u>	
Cost of Issuance	550,000
Underwriter's Discount	215,700
Total Uses	\$14,680,630

Source: *Stifel, Nicolaus & Company, Inc.*

Interest Rate; Projected Debt Service

Based upon tax-exempt market conditions as of October 23, 2023 and an assumed 29-year term, the true interest cost is estimated to be 6.56%. The average annual debt service on the Bonds is estimated to be approximately \$1.14 million. The estimated par amount of \$14.38 million is estimated to result in approximately \$18.26 million in interest payments over the life of the Bonds. The total debt service over the life of the Bonds is estimated at approximately \$32.64 million.

Actual results will vary depending on market conditions at the time of the sale. The difference between the estimated principal amount of \$14,380,000 and the not to exceed amount of \$17,000,000 is to provide for budgetary flexibility due to fluctuations in interest rates.

5 | Resolution Authorizing the Issuance of Treasure Island CFD IA No. 2 Special Tax Bonds, Series 2023A Not to Exceed \$17,000,000

Security of the Bonds

The proposed Bonds will be sold without a rating (“Non-Rated”). Non-rated special tax bonds have unique credit considerations and risk factors for investors, as discussed under “Special Risk Factors” section of the Preliminary Official Statement (“POS”) for the Bonds. The City, in consultation with the underwriter and the City’s municipal advisor, has determined to limit the pool of prospective investors to individuals who can manage the potential risks associated with Non-Rated obligations, such as the Bonds. The Bonds will be offered and sold only to Qualified Purchasers who meet certain sophisticated investor criteria, as described in “Transfer Restrictions” of the POS.

The Bonds are limited obligations of the City, secured by and payable solely from the special taxes levied in Improvement Area No. 2. The General Fund of the City is not liable for the payment of principal or interest on the Bonds, and the credit of the City is not pledged to the payment of the Bonds.

Under the Fiscal Agent Agreement, the City, on behalf of the District, has covenanted for the benefit of the owners of the Bonds that, under certain circumstances, the City will commence judicial foreclosure proceedings with respect to delinquent special taxes on property within IA No. 2, and will diligently pursue such proceedings to completion.

Method of Sale

Given the unique credit characteristics associated with special tax revenue bonds, a negotiated sale is planned in connection with this transaction. The Bonds are repaid from special tax revenues from taxable property within Improvement Area No. 2 and are outside of the City’s customary credit profile. Following the completion of competitive Request for Qualifications (“RFQ”) process in May 2023, the highest-ranked proposer in the Development Finance pool, Stifel, Nicolaus & Company, Incorporated was selected to serve as the Underwriter for the transaction. The proposed Bond Resolution approves the form of the Bond Purchase Agreement (described further below) which provides the terms of sale of the Bonds by the City to the Underwriter.

The Capital Plan

The Bonds are limited obligations of the City payable solely from the special tax revenues within Improvement Area No. 2 and therefore are not subject to policy constraints of the Ten-Year Capital Plan.

Additional Information

The Bond Resolution is expected to be introduced at the Board of Supervisors meeting on Tuesday, October 31, 2023. The forms of the financing documents related to the Special Tax Bonds—including the Bond Purchase Agreement, First Supplement to Fiscal Agent Agreement, Preliminary Official Statement, the Continuing Disclosure Certificate and related documents—will also be submitted.

Bond Purchase Agreement: The City intends to issue the Bonds on a fixed rate basis through a negotiated sale with the Underwriter. The Bond Purchase Agreement sets forth the terms, covenants, and conditions for the sale of the Bonds with the Underwriter, as well as agreements regarding expenses, closing and disclosure documents.

6 | Resolution Authorizing the Issuance of Treasure Island CFD IA No. 2 Special Tax Bonds, Series 2023A
Not to Exceed \$17,000,000

First Supplement to Fiscal Agent Agreement: The proposed Bond Resolution also approves the form of the First Supplement to Fiscal Agent Agreement (“First Supplement”), which supplements a Fiscal Agent Agreement dated as of February 1, 2022 (“Master Fiscal Agent Agreement”), entered by and between the City and Zions Bancorporation, National Association (“Fiscal Agent”) when the City previously issued the 2022A Bonds. Pursuant to the Master Fiscal Agent Agreement and the First Supplement (together, the “Fiscal Agent Agreement”), the Fiscal Agent administers and disburses bond payments. The Fiscal Agent Agreement also provides for the terms of the bond redemption, prepayment provisions, and other related administrative provisions. The Fiscal Agent holds the Treasure Island CFD special taxes and the bond proceeds derived from the sale of the Bonds and will disburse the proceeds as directed by authorized City representatives.

Preliminary Official Statement: The POS is distributed to investors prior to the sale of the Bonds and provides information for investors in connection with the public offering by the City of the Bonds. The POS describes the Bonds, the Project, including sources and uses of funds; security for the Bonds; risk factors; and other legal matters, among other information. The Appraisal Report will be attached as an appendix to the Official Statement.

Official Statement: The final Official Statement contains the same information as the POS but includes the results of the pricing of the Bonds (i.e., sale results including principal amounts, offering prices, interest rates, and underwriters’ compensation).

Under the anti-fraud provisions of the federal securities laws, the City and TIDA are required to ensure that the POS and the Official Statement contain information that is accurate and complete in all material respects. This obligation attaches to the individual members of the governing bodies approving the document as well as City staff charged with preparing the document. Certain information in the Official Statement will be provided by the Developer, and the Developer will certify in writing the accuracy of such information. It is important that the information provided by all parties is accurate and complete in all material respects. “Material” in this context means that there is a substantial likelihood that the information would have actual significance in the deliberations of the reasonable investor when deciding whether to buy or sell the Bonds.

The Board and the Mayor, in adopting and approving the Bond Resolution, approve and authorize the use and distribution of the Preliminary and Final Official Statements by the Underwriter. The Controller’s Office will certify, on behalf of the City and the District, that the Preliminary and Final Official Statements are “deemed final” as of their respective dates.

Continuing Disclosure Certificate: The City covenants, on behalf of the District, to provide certain financial information and operating data relating to the Bonds (“Annual Report”) not later than nine months after the end of the fiscal year and to provide notices of the occurrence of certain enumerated events, if material. The Continuing Disclosure Certificate describes the nature of the information to be contained in the Annual Report or the notices of material enumerated events. These covenants have been made in order to assist the Underwriter of the Bonds in complying with the Securities and Exchange Commission Rule 15c2-12(b)(5).

Anticipated Financing Timeline

Milestones	Dates*
• Introduction of the Resolution to the Board of Supervisors	October 31, 2023
• TIDA Board Meeting	November 8, 2023
• Presentation to Capital Planning Committee	November 13, 2023
• Budget & Finance Committee Hearing	November 15, 2023
• Board Consideration of the Bond Resolution	November 28, 2023
• Sale and Closing of the Bonds	December 2023/January 2024

*Please note that dates are estimated unless otherwise noted.

Your consideration of this matter is greatly appreciated. Please contact Anna Van Degna (anna.vandegna@sfgov.org), Bridget Katz (bridget.katz@sfgov.org) or Min Guo (min.guo@sfgov.org) if you have any questions.

cc: Angela Calvillo, Clerk of the Board of Supervisors
Andres Powers, Mayor's Office
Tom Paulino, Mayor's Office, Liaison to the Board of Supervisors
Anna Duning, Mayor's Budget Director
Ben Rosenfield, Controller
Carmen Chu, City Administrator
Harvey Rose, Budget & Legislative Analyst
Severin Campbell, Budget & Legislative Analyst
Mark Blake, Deputy City Attorney
Kenneth Roux, Deputy City Attorney

Attachment 1

GOOD FAITH ESTIMATES

For purposes of compliance with Section 5852.1 of the California Government Code, the following information are good faith estimates provided by Stifel, Nicolaus & Company Inc., assuming an estimated par of \$14,380,000, which is less than the not to exceed authorization of \$17,000,000:

1. True interest cost of the Bonds: 6.56%
2. Finance charge for the Bonds, including all fees and charges for third parties (including underwriter's compensation, municipal advisory fees, co-bond counsel fees, disclosure counsel fees, trustee fees and other payments to third parties): \$765,700.
3. Amount of Bond proceeds expected to be received by the City, net of payments identified in 2 above and any reserve fund funded with proceeds of the Bonds: \$11,797,443.
4. Total payment amount for the Bonds, being the sum of (a) debt service on the Bonds to final maturity, and (b) any financing costs not paid from proceeds of the Bonds: \$32,638,806.

The information set forth above is based on estimates of prevailing market conditions as of October 23, 2023. Actual results may differ if assumed market conditions change.