

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY AND COUNTY OF SAN FRANCISCO
Office of the City Attorney
City Hall
1 Dr. Carlton B. Goodlett Place, Room 234
San Francisco, California 94102
Attention: Mark Blake

375 Laguna Honda Blvd. – Lot 007, Block 2842 (a portion)
1 South Van Ness Ave. – Lot 001, Block 3506

[nTH] SUPPLEMENT TO PROJECT LEASE

by and between

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

and the

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

Dated as of [MONTH] 1, 202[]

Relating to:

**\$65,000,000
CITY AND COUNTY OF SAN FRANCISCO
CERTIFICATES OF PARTICIPATION, SERIES 202[]
(MULTIPLE CAPITAL IMPROVEMENT PROJECTS)**

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

THIS [nTH] SUPPLEMENT TO PROJECT LEASE, dated as of [MONTH] 1, 202[] (this “[Nth] Supplement to Project Lease”), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation organized and existing under its charter and the Constitution and laws of the State of California (the “City”), as lessee, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor-in-interest to U.S. Bank National Association), a national banking association, solely in its capacity as Trustee under the hereinafter defined Trust Agreement, as lessor (the “Trustee”);

W I T N E S S E T H:

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

WHEREAS, the City and the Trustee have previously entered into a Project Lease, dated as of May 1, 2009, recorded in the Official Records of San Francisco on May 26, 2009, in Reel J898, Image 0417, DOC-2009-1769826-00 (the “Original Project Lease”), under which the Trustee leased the Original Leased Property back to the City;

WHEREAS, in order to provide funds for certain capital improvements of the City consisting of health care and assisted living facilities located at 375 Laguna Honda Boulevard in the City (the “2009A Project”), the Trustee executed and delivered certificates of participation captioned “\$163,335,000 City and County of San Francisco Certificates of Participation, Series 2009A (Multiple Capital Improvement Projects)” (the “2009A Certificates”) under a Trust Agreement, dated as of May 1, 2009, between the City and the Trustee (the “Original Trust Agreement” and, together with the Original Property Lease and the Original Project Lease, the “Original Agreements”);

WHEREAS, the Original Trust Agreement provides for the execution and delivery of additional certificates of participation by the execution and delivery of a supplement to the Original Trust Agreement (each, a “Supplement to Trust Agreement”), and authorizes the principal and interest with respect to said additional certificates of participation (each issuance thereof, “Additional Certificates”) to be secured by a supplement to the Original Property Lease (each, a “Supplement to Property Lease”) and to be paid from amounts paid by the City under a supplement to the Original Project Lease (each, a “Supplement to Project Lease”);;

WHEREAS, from time to time since the execution and delivery of the 2009A Certificates, the City has caused the execution and delivery of additional series of Additional Certificates (collectively, “Prior Certificates”) to finance or refinance various capital projects under the Original Trust Agreement pursuant to Supplements to Trust Agreement, which Prior Certificates were paid from amounts paid by the City under Supplements to Project Lease;

WHEREAS, of the Prior Certificates, the City currently has seven (7) certificates of participation transactions outstanding, including its (i) Refunding Certificates of Participation, Series 2019-R1 (Multiple Capital Improvement Projects), (ii) Refunding Certificates of Participation, Series 2020-R1 (Multiple Capital Improvement Projects), (iii) Certificates of Participation, Series 2021A (Multiple Capital Improvement Projects), (iv) Certificates of Participation, Series 2023A (Affordable Housing and Community Facilities Projects) (Federally

Taxable), (v) Certificates of Participation, Series 2023B (Multiple Capital Improvement Projects) (Tax-Exempt), (vi) Refunding Certificates of Participation, Series 2024-R1 (Multiple Capital Improvements) (Tax-Exempt) and (vii) Certificates of Participation, Series 2024A (Multiple Capital Improvement Projects) (collectively, “Outstanding Certificates”);

WHEREAS, the Prior Certificates evidenced, and the Outstanding Certificates evidence, direct, undivided interests in the lease payments made by the City under the Original Project Lease, as supplemented;

WHEREAS, the Original Property Lease and the Original Project Lease provide that the City may (A) modify or amend the description of the property subject to the Original Property Lease and the Original Project Lease (“Leased Property”) or (B) add, substitute or release property from the Original Project Lease, as amended and supplemented, or add, substitute or release property from the Leased Property pursuant to (1) one or more Supplements to Property Lease and (2) one or more Supplements to Project Lease (collectively, the “Leased Property Amendment Provisions”);

WHEREAS, the Leased Property subject to the Original Property Lease, as previously supplemented, and subject to the Original Project Lease, as previously supplemented, currently consists of portions of the property located at 375 Laguna Honda Boulevard within the City, the property located at 1 South Van Ness Avenue within the City and the property located at 1 Moreland Drive, San Bruno, California;

WHEREAS, the City desires to provide funds to [(i)] finance and refinance certain capital improvement projects within the City’s capital plan and generally consisting of street resurfacing and curb ramp improvements[; and (ii) retire certain commercial paper notes of the City issued for such purposes] [(collectively,] the “202[]Project”],

WHEREAS, in order to provide funds for the 202[] Project, the Trustee is executing and delivering a series of certificates of participation captioned “\$65,000,000 City and County of San Francisco Certificates of Participation, Series 202[] (Multiple Capital Improvement Projects)” (the “202[] Certificates”) under the [Nth] Supplement to Trust Agreement dated as of [MONTH] 1, 202[] (the “[Nth] Supplement to Trust Agreement” and, collectively with the Original Trust Agreement and the Supplements to Trust Agreement, the “Trust Agreement”);

WHEREAS, proceeds of the 202[] Certificates are also authorized under the Trust Agreement to fund a debt service reserve account for the 202[] Certificates in the amount of \$[AMOUNT] and to pay costs of execution and delivery of the 202[] Certificates;

WHEREAS, in connection with the execution and delivery of the 202[] Certificates, pursuant to Section 5 of the Original Property Lease, the City and the Trustee will enter into the [Nth] Supplement to Property Lease, dated as of [MONTH] 1, 202[] (the “[Nth] Supplement to Property Lease” and, together with the Original Property Lease and the Supplements to Property Lease, the “Property Lease”), supplementing and amending the Original Property Lease, as previously supplemented, to [IF NEEDED: (i) supplement the existing Leased Property subject thereto, pursuant to the Leased Property Amendment Provisions, by adding certain additional facilities and the land underlying such facilities located at [describe additional Leased Property] in the City, and all works, property, improvements, structures and fixtures therein and thereon,

generally known as the [describe additional Leased Property] (the “Additional Leased Property” and, together with the existing Leased Property, the “Leased Property”),] [(ii)] provide for the lease of the Leased Property by the City to the Trustee and [(iii)] provide for additional or adjusted rental to be paid by the Trustee in connection with the financing of the 202[] Project and certain related matters;

WHEREAS, in connection therewith, under Section 3.2 of the Original Project Lease, the City and the Trustee are simultaneously entering into this [Nth] Supplement to Project Lease, dated as of [MONTH] 1, 202[], by and between the City and the Trustee (the “[Nth] Supplement to Project Lease” and, collectively with the Original Project Lease and the Supplements to Project Lease, the “Project Lease”), supplementing and amending the Original Project Lease, as previously supplemented, to [IF NEEDED: (i) supplement the existing Leased Property subject thereto, pursuant to the Leased Property Amendment Provisions, by adding the Additional Leased Property,] [(ii)] provide for the lease of the Leased Property by the Trustee to the City and [(iii)] provide for additional or adjusted Base Rental to be paid by the City in connection with the financing of the 202[] Project and certain related matters;

WHEREAS, the 202[] Certificates are being executed and delivered as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement, and evidence direct, undivided interests in the lease payments made by the City under the Original Project Lease and the [Nth] Supplement to Trust Agreement, and evidence direct, undivided interests in the lease payments made by the City under the Project Lease on a parity basis with the Outstanding Certificates[and any other outstanding certificates of participation of the City authorized, executed and delivered pursuant to additional, respective, executed and delivered supplements to the Original Agreements, prior to the execution and delivery of the 202[] Certificates];

WHEREAS, the Original Project Lease and the Supplements to Project Lease have been recorded in the Official Records of San Francisco, and the recording information for the recorded Original Project Lease and the Supplements to Project Lease is referenced in Exhibit C hereto; and

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

Section 1. [IF NEEDED: Amendment to Original Project Lease Relating to Site and Leased Property. The Original Project Lease, as previously supplemented and amended, is hereby further supplemented and amended to replace Exhibit A thereto with Exhibit A hereto, and the term “Site” as set forth in the Original Property Lease, as previously supplemented and amended, is hereby amended to include the Site described in the Original Property Lease, as previously supplemented and amended, and such additional real property, if any, described in Exhibit A attached hereto, inclusive. For clarity, the term “Leased Property” in the Project Lease as modified by the terms of this [Nth] Supplement to Project Lease, shall continue to have the meaning set forth in the Original Project Lease, which definition by its terms includes such modifications thereto made by certain prior Supplements to Project Lease and hereby.]

Section 2. Base Rental. The City agrees to pay, from any legally available funds, additional aggregate Base Rental in the amounts set forth under the caption “Base Rental Schedule” in Exhibit B hereto, which constitutes the principal and interest represented by the 202[]

Certificates. The additional Base Rental consists of annual rental payments with principal and interest components, the interest components being paid semiannually as interest on the principal components computed on the basis of a 360-day year composed of twelve 30-day months. The Base Rental payable by the City shall be due on [April] 1 and [October] 1 in each year and payable on each [MONTH] [] and [MONTH] [] during the Project Lease Term, commencing [MONTH] [], 20[]. Such Base Rental provided in this Section [1][2] and Exhibit B hereto is supplemental to the amounts due as provided in each Section 1 and Exhibit A of the Supplements to Project Lease relating to Outstanding Certificates.

The City shall deposit the Base Rental with the Trustee for application by the Trustee in accordance with the terms of the Original Trust Agreement. If any such date of deposit is not a Business Day, such deposit shall be made on the next succeeding Business Day. In no event shall the amount of Base Rental payable exceed the aggregate amount of principal and interest required to be paid or prepaid on the corresponding Interest Payment Date as represented by the Outstanding Certificates, according to their tenor.

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

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

- (a) April 1, 20[] or
- (b) at such earlier date as the Certificates and all other amounts due hereunder and under the Trust Agreement have been paid or provision for their payment have been made in accordance with Section 11.01 of the Trust Agreement, or
- (c) the date of termination of the Project Lease due to casualty or condemnation in accordance with the terms of Section 5 or 6 of the Project Lease;

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

Section 4. Original Project Lease Still in Effect. This [Nth] Supplement to Project Lease and all the terms and provisions herein contained shall form part of the Original Project Lease, as previously supplemented by the Supplements to Project Lease, as fully and with the same effect as if all such terms and provisions had been set forth in the Original Project Lease. The Original Project Lease, as previously supplemented by the Supplements to Project Lease, is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

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

[([)])] The City shall deliver to the Trustee, on the date of execution and delivery of the 202[] Certificates, evidence of the commitment of a title insurance company to issue a CLTA or ALTA policy of title insurance (with no survey required), which policy, when combined with the policy/ies of title insurance issued in connection with the execution and delivery of the Outstanding Certificates[and the policy(ies) of title insurance issued in connection with the execution and delivery of any other outstanding certificates of participation of the City authorized and issued pursuant to additional, respective, executed and delivered supplements to the Original Agreements, prior to the execution and delivery of the 202[] Certificates], shall be in an aggregate amount at least equal to the initial aggregate principal amount of the Outstanding Certificates[and any other outstanding certificates of participation of the City authorized, executed and delivered pursuant to additional, respective, executed and delivered supplements to the Original Agreements, prior to the execution and delivery of the 202[] Certificates], inclusive, showing a leasehold interest in such additional Leased Property in the name of the Trustee and naming the insured parties as the City and the Trustee, for the benefit of the Owners of the 202[] Certificates and the then-outstanding aggregate principal amount of the Outstanding Certificates[and any other outstanding certificates of participation of the City authorized, executed and delivered pursuant to additional, respective, executed and delivered supplements to the Original Agreements, prior to the execution and delivery of the 202[] Certificates].

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

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

[REMAINDER OF PAGE LEFT BLANK]

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

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

By: _____
Authorized Signatory

CITY AND COUNTY OF SAN FRANCISCO

By: _____
[Controller][Mayor]

[SEAL]

ATTEST:

By: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Deputy City Attorney

*[Signature page to [Nth] Supplement to Project Lease –
City and County of San Francisco Certificates of Participation Series 202[_]]*

\$65,000,000 City and County of San Francisco
Certificates of Participation, Series 202[_]
(Multiple Capital Improvement Projects)

STATE OF CALIFORNIA)
)
) SS.
COUNTY OF _____)

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

WITNESS my hand and official seal

1104680168\4\AMERICAS

STATE OF CALIFORNIA)
)
) SS.
COUNTY OF _____)

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

WITNESS my hand and official seal

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CERTIFICATE OF ACCEPTANCE BY CITY AND COUNTY OF SAN FRANCISCO

This is to certify that the interest in real property conveyed by the [Nth] Supplement to Project Lease, dated as of [MONTH] 1, 202[], from U.S. Bank Trust Company, National Association to the City and County of San Francisco, a charter city and county and municipal corporation, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to authority conferred by Ordinance []-2[] of the Board of Supervisors adopted by the Board of Supervisors on [DATE], 202[], and signed by the Mayor on [DATE], 202[], and the grantee consents to recordation thereof.

Dated: [DATE], 202[]

CITY AND COUNTY OF SAN FRANCISCO

By: _____
[Controller][Mayor]

[SEAL]

ATTEST:

By: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

DAVID CHIU
CITY ATTORNEY

By: _____
Deputy City Attorney

*[Signature page to City's Certificate of Acceptance – [Nth] Supplement to Project Lease –
City and County of San Francisco Certificates of Participation Series 202[]]*

\$65,000,000 City and County of San Francisco
Certificates of Participation, Series 202[]
(Multiple Capital Improvement Projects)

EXHIBIT A

A-1

DESCRIPTION OF THE SITES

Parcel One:

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

Parcel Two:

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

Parcel Three:

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

LEGAL DESCRIPTIONS OF THE SITES

Parcel One:

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

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

All that certain real property as shown on Record of Survey No. 5617, recorded May 26, 2009 as Instrument No. 09-I769617-00, in Book CC of Survey Maps at Page 143, in the Office of the County Recorder of San Francisco County said real property more particularly described as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

South 17° 22' 26" West 137.50 feet to a point on said North line of Woodside Avenue; thence,

Along said North line, North 72° 37' 34" West 64.98 feet to the beginning of a curve, concave to the South with a radius of 80.00 feet; thence,

Westerly along said curve 3.36 feet, through a central angle of $2^{\circ} 24' 20''$; thence,
 North $75^{\circ} 01' 54''$ West 130.76 feet to the beginning of a curve, concave to the South with a radius of 80.00 feet; thence,
 Westerly along said curve 4.61 feet through a central angle of $3^{\circ} 18' 02''$; thence,
 North $78^{\circ} 19' 56''$ West 351.04 feet to the beginning of a curve, concave Southerly with a radius of 293.09 feet; thence,
 Westerly along said curve 60.78 feet through a central angle of $11^{\circ} 52' 58''$; thence,
 South $89^{\circ} 47' 06''$ West 138.66 feet to the beginning of a curve, concave to the Northeast with a radius of 53.00 feet; thence,
 Northwesterly along said curve 50.88 feet through a central angle of $55^{\circ} 00' 04''$ (transitioning to the Easterly line of Laguna Honda Boulevard (variable width)); thence,
 Along said Easterly line, North $35^{\circ} 12' 50''$ West 95.18 feet to the beginning of a curve, concave to the East with a radius of 60.00 feet; thence,
 Northerly along said curve 48.84 feet through a central angle of $46^{\circ} 38' 28''$ to a non-tangent line; thence,
 North $41^{\circ} 12' 27''$ East 61.00 feet to the beginning of a curve, concave Westerly with a radius of 217.76 feet; thence,
 Northerly along said curve 253.29 feet through a central angle of $66^{\circ} 38' 49''$ to the beginning of a reverse curve, concave to the East with a radius of 111.00 feet; thence,
 Northerly along said curve 54.55 through a central angle of $28^{\circ} 09' 23''$ to the beginning of a reverse curve, concave to the West with a radius of 74.00 feet; thence,
 Northwesterly along said curve 73.95 feet through a central angle of $57^{\circ} 15' 24''$; thence,
 North $54^{\circ} 32' 22''$ West 112.03 feet; thence,
 North $39^{\circ} 19' 20''$ West 515.88 feet to the beginning of a curve, concave to the Northeast with a radius of 550.00 feet; thence,
 Northerly along said curve 191.99 feet through a central angle of $20^{\circ} 00' 00''$; thence,
 North $19^{\circ} 19' 20''$ West 223.38 feet to the beginning of a curve, concave to the Southwest with a radius of 709.99 feet; thence,
 Northwesterly along said curve 232.44 feet through a central angle of $18^{\circ} 45' 27''$ to the beginning of a reverse curve, concave to the Southeast with a radius of 70.00 feet; thence,
 Northerly along said curve 120.35 feet (transitioning to the Southerly line of Clarendon Avenue (variable width) to the beginning of a compound curve concave to the South with a radius of 328.22 feet; thence,
 Northeasterly along said curve 133.28 feet through a central angle of $23^{\circ} 15' 58''$; thence,
 North $83^{\circ} 41' 44''$ East 429.27 feet to the beginning of a curve, concave to the South with a radius of 233.58 feet; thence,
 Southeasterly along said curve 109.19 feet through a central angle of $26^{\circ} 47' 00''$; thence,
 South $69^{\circ} 31' 16''$ East 176.45 feet; thence,
 Leaving said Southerly line of Clarendon Avenue, South $44^{\circ} 45' 48''$ East 463.19 feet; thence,
 North $89^{\circ} 41' 23''$ East 722.81 feet to the Westerly line of said Midtown Terrace; thence,
 South $0^{\circ} 09' 51''$ East 771.80 feet to the point of beginning of this description.

APN: Lot 007, Block 2842

Parcel Two:

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

Parcel A:

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

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

Parcel B:

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

Beginning at a concrete monument on the Southwesterly line of the right of way of the Skyline Boulevard, marked P.C. 350+52.02 which bears South $40^{\circ} 24'$ East from a concrete monument marked A' 346 - 70.53 P.O.C., P. 346 - 59.97 P.T. and running thence South $15^{\circ} 14'$ East 225.92 feet on said Southwesterly line; thence continuing on said right of way North $74^{\circ} 46'$ East 19.37 feet to the true, point of beginning of this description; thence Southeasterly on the arc of a curve to the left tangent to a line deflected $81^{\circ} 54' 16''$ to the right from the preceding course with a radius of 500 feet, a central angle of $7^{\circ} 42' 51''$, an arc distance of 67.32 feet; thence Southeasterly tangent to the preceding curve 107.51 feet; thence Southeasterly on the arc of a curve to the right tangent to the preceding curve with a radius of 1250 feet, a central angle of $21^{\circ} 02' 35''$ an arc distance of 459.09 feet; thence Southeasterly tangent to the preceding curve, 182.23 feet; thence

Southeasterly, Southerly and Southwesterly on the arc of a curve to the right, tangent to the preceding course with a radius of 400 feet, a central angle of $90^{\circ} 10' 22''$, an arc distance of 629.92 feet; thence Southwesterly tangent to the preceding curve 448.41 feet to the Easterly boundary of Parcel 1, hereinbefore described, distant thereon South $6^{\circ} 23' 45''$ East, 25 feet from the Northeast corner of said Parcel 1.

JPN: 017-053-530-01A

APN: 017-530-010

Parcel Three:

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

Being portion of Mission Block No. 12.

APN: Lot 001, Block 3506

EXHIBIT B
BASE RENTAL SCHEDULE*

<u><i>Payment Date</i></u>	<u><i>Principal</i></u>	<u><i>Interest</i></u>	<u><i>Semi-Annual Base Rental</i></u>	<u><i>Annual Base Rental</i></u>
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* Base Rental is payable on each September 25th and March 25th prior to the Payment Date as provided under the Project Lease.

EXHIBIT C

Original Project Lease, the First Supplement to Project Lease, the Second Supplement to Project Lease, the Third Supplement to Project Lease, the Fourth Supplement to Project Lease, the Fifth Supplement to Project Lease, the Sixth Supplement to Project Lease, the Seventh Supplement and the Eighth Supplement to Project Lease

1. Project Lease dated as of May 1, 2009, executed by U.S. Bank National Association, a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as sublessor, and City and County of San Francisco, a municipal corporation, as sublessee, and recorded May 26, 2009, Instrument No. 2009-I769826, of Official Records of San Francisco.
2. First Supplement to Project Lease dated as of September 1, 2009, executed by U.S. Bank National Association, a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as sublessor, and City and County of San Francisco, a municipal corporation, as sublessee, recorded September 16, 2009, Instrument No. 2009-I835940, of Official Records of San Francisco.
3. Second Supplement to Property Lease dated as of May 1, 2012, executed by U.S. Bank National Association, a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as sublessor, and City and County of San Francisco, a municipal corporation, as sublessee, recorded June 5, 2012, Instrument No. 2012-J425673, of Official Records of San Francisco.
4. Third Supplement to Project Lease dated as of November 1, 2019, executed by U.S. Bank National Association, a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as sublessor, and City and County of San Francisco, a municipal corporation, as sublessee, recorded November 20, 2019, Instrument No. 2019-K859389-00, of Official Records of San Francisco.
5. Fourth Supplement to Project Lease dated as of November 1, 2020, executed by U.S. Bank National Association, a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as sublessor, and City and County of San Francisco, a municipal corporation, as sublessee, recorded November 2, 2020, Instrument No. 2020042604, of Official Records of San Francisco.
6. Fifth Supplement to Project Lease dated as of May 1, 2021, executed by U.S. Bank National Association, a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as sublessor, and City and County of San Francisco, a municipal corporation, as sublessee, recorded May 11, 2021, Instrument No. 2021078501, of Official Records of San Francisco.

7. Sixth Supplement to Project Lease dated as of November 1, 2023, executed by U.S. Bank Trust Company, National Association (as successor-in-interest to U.S. Bank National Association), a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as sublessor, and City and County of San Francisco, a municipal corporation, as sublessee, recorded November 6, 2023, Instrument No. 2023087149, of Official Records of San Francisco.
8. Seventh Supplement to Project Lease dated as of November 1, 2023, executed by U.S. Bank Trust Company, National Association (as successor-in-interest to U.S. Bank National Association), a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as sublessor, and City and County of San Francisco, a municipal corporation, as sublessee, recorded November 6, 2023, Instrument No. 2023087161, of Official Records of San Francisco.
9. Eighth Supplement to Project Lease dated as of May 1, 2023, executed by U.S. Bank Trust Company, National Association (as successor-in-interest to U.S. Bank National Association), a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, solely in its capacity as Trustee under the Trust Agreement, as sublessor, and City and County of San Francisco, a municipal corporation, as sublessee, recorded May 22, 2024, Instrument No. 2024040429, of Official Records of San Francisco.