

RECORDING REQUESTED BY:
CITY AND COUNTY OF SAN FRANCISCO FINANCE CORPORATION

Squire Patton Boggs (US) LLP
275 Battery Street, Suite 2600
San Francisco, California 94111
Attention: Nathan Treu, Esq.

APN(s): (Space above for Recorder's Use Only)

[ADDRESS], San Francisco

**SECOND AMENDMENT TO
SITE LEASE**

By and Between the

CITY AND COUNTY OF SAN FRANCISCO, as lessor

and the

CITY AND COUNTY OF SAN FRANCISCO FINANCE CORPORATION, as lessee

Dated as of June 1, 2018

NO DOCUMENTARY TRANSFER TAX

This Second Amendment to Site Lease is exempt pursuant to
Section 6103 of the California Government Code

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SECOND AMENDMENT TO SITE LEASE

THIS SECOND AMENDMENT TO SITE LEASE (the “Second Amendment to Site Lease”), is made and entered into as of June 1, 2018, (the “Effective Date”) by and between the CITY AND COUNTY OF SAN FRANCISCO, a charter city and county and municipal corporation, duly organized and existing under and by virtue of its Charter and the Constitution of the State of California, as lessor (the “City”), and the CITY AND COUNTY OF SAN FRANCISCO FINANCE CORPORATION, a nonprofit public benefit corporation, duly organized and existing under and by virtue of the laws of the State of California, as lessee (the “Corporation”).

WITNESSETH:

WHEREAS, the City and the Corporation previously have entered into a Site Lease, dated as of October 1, 2006 (the “Original Site Lease”), by and between the City as lessor and the Corporation as lessee under which the Corporation leased certain real property (the “Original Site”) from the City; and

WHEREAS, pursuant to a First Amendment to Site Lease dated as of October 1, 2007 (the “First Amendment to Site Lease”) between the City, as lessor, and the Corporation, as lessee, the Corporation leased certain additional real property (the “2007 Site”) from the City; and

WHEREAS, pursuant to this Second Amendment to Site Lease dated as of June 1, 2018 (the “Second Amendment to Site Lease”) between the City, as lessor, and the Corporation, as lessee, the Corporation will lease certain [additional][substituted] real property (the “2018 Site,” which, together with the Original Site and the 2007 Site, as modified by this Second Amendment to Site Lease, is also referred to herein as the “Site”) from the City; the Original Site Lease, as supplemented by the First Amendment to Site Lease and this Second Amendment to Site Lease, is referred to herein as the “Site Lease”; and

WHEREAS, the City and the Corporation previously entered into a Master Lease, dated as of October 1, 2006 (the “Master Lease”), by and between the Corporation as lessor and the City as lessee pursuant to Section 16.107(e) of the Charter, which provides for the City to enter into obligations secured by the City’s Park, Recreation and Open Space Fund; and

WHEREAS, the City entered into a First Amendment to Master Lease, dated as of October 1, 2007 (the “First Amendment to Master Lease”) pursuant to Article XIII of the Master Lease and Section 16.107(e) of the Charter; and

WHEREAS, the City has entered into a Second Amendment to Master Lease, dated as of June 1, 2018 (the “Second Amendment to Master Lease”) pursuant to Article XIII of the Master Lease and Section 16.107(e) of the Charter; the Master Lease, as supplemented by the First Amendment to Master Lease and the Second Amendment to Lease, is referred to herein as the “Lease”; and

WHEREAS, pursuant to the Lease, the City leases the Site and any Improvements (as defined in the Site Lease) on such real property (including any property added or substituted

pursuant to the First Amendment to Site Lease and this Second Amendment to Site Lease, the “Facilities”) from the Corporation and;

WHEREAS, the Corporation and U.S. Bank National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States, as trustee (the “Trustee”), previously entered into a Master Trust Agreement dated as of October 1, 2006 (the “Master Trust Agreement”) in connection with the issuance by the Corporation of \$27,005,000 in principal amount of Lease Revenue Bonds, Series 2006 (Open Space Fund – Various Park Projects) (the “Series 2006 Bonds”); and

WHEREAS, pursuant to the Master Trust Agreement as supplemented by that certain First Supplemental Master Trust Agreement, dated as of October 1, 2007, and previously entered into between the Corporation and the Trustee (the “First Supplemental Trust Agreement”), the Corporation issued its \$42,435,000 principal amount of Lease Revenue Bonds, Series 2007 (Open Space Fund – Various Park Projects) (the “Series 2007 Bonds”); and

WHEREAS, the Corporation will issue its \$[xx,xxx],000 principal amount of Refunding Lease Revenue Bonds, Series 2018A (Open Space Fund – Various Park Projects) (the “Series 2018 Bonds”) pursuant to the Master Trust Agreement as supplemented by the First Supplemental Trust Agreement and that certain Second Supplemental Master Trust Agreement of even date herewith, between the Corporation and the Trustee (the “Second Supplemental Trust Agreement” and, together with the Master Trust Agreement and the First Supplemental Trust Agreement, the “Trust Agreement”); and

WHEREAS, the Corporation and the City intend to use a portion of the proceeds from the sale of the Series 2018 Bonds to redeem and refund the Series 2006 Bonds (and thereby refinance the 2006 Project) and to use a portion of the proceeds from the sale of the Series 2018 Bonds to redeem and refund the Series 2007 Bonds (and thereby refinance the 2007 Project); and

WHEREAS, the Corporation will lease the Facilities and use amounts received from the City as Base Rental (as defined in the Lease) under the Lease to pay debt service on the Series 2018 Bonds and any additional Parity Bonds (collectively, the “Bonds”); and

WHEREAS, pursuant to and in accordance with certain provisions of the Trust Agreement and the Lease, the Corporation may issue additional Parity Bonds payable from Base Rental on a parity with the Series 2018 Bonds, for the purpose of financing and refinancing the construction, reconstruction, rehabilitation and/or improvement of the additional components of the Project; and

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

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Section 1A. Definitions.

All capitalized terms used in this Second Amendment to Site Lease and not otherwise defined shall have the meanings given to such terms in the Lease and the Trust Agreement.

Section 2A. Lease of 2018 Site.

The City hereby leases to the Corporation the real property located in the City and County of San Francisco in Exhibit A attached hereto (the “2018 Site”), subject (i) to the terms hereof and (ii) to Permitted Encumbrances. The term “Site” is hereby amended to include the Original Site and the 2007 Site, as modified by this Second Amendment to Site Lease, comprising the 2018 Site. The City also grants to the Corporation such rights of ingress and egress to the 2018 Site as the Corporation may require in order to fulfill its obligations hereunder and under the Lease.

Section 3A. Removal.

The Corporation does hereby remise, release and terminate and quit claim to the City all of its leasehold interest in and to the real property described in Exhibit B hereto and the improvements thereon.

Section 4A. Ownership.

The City represents that it is the sole owner of and holds fee title to the 2018 Site, subject to Permitted Encumbrances.

Section 5A. Term.

a. This Second Amendment to Site Lease shall commence on the date of recordation hereof in the official records of the City and County of San Francisco and end on the earlier to occur of (i) [July 1, 2030] or (ii) the termination of the Second Amendment to Lease (other than a termination pursuant to Section 7.01(a) of the Lease).

b. Upon termination of this Second Amendment to Site Lease, all of the Corporation’s and the Trustee’s interest in the 2018 Site shall vest with the City.

Section 6A. Rent.

The Corporation shall pay to the City an advance rent in the amount of \$1.00 as full consideration for this Second Amendment to Site Lease over its terms, the receipt of which is hereby acknowledged by the City.

Section 7A. Purpose.

The Corporation shall use the 2018 Site only for the purposes described in the Lease, and for such other purposes as may be incidental thereto.

Section 8A. Expiration.

The Corporation agrees, upon the expiration of this Second Amendment to Site Lease, to quit and surrender the 2018 Site together with the Improvements thereon; it being the understanding of the parties hereto that upon termination of this Second Amendment to Site Lease title to the 2018 Site and all improvements thereon shall vest in the City free and clear of any interest of the Corporation or any assignee of the Corporation.

Section 9A. Effect of this Second Amendment to Site Lease.

On and after the Effective Date, each reference in the Original Site Lease and in the First Amendment to Site Lease to the Site shall include both the “Site” as set forth in Exhibit A hereto. Except as expressly provided in this Second Amendment to Site Lease, the Original Site Lease as amended by the First Amendment to Site Lease shall continue in full force and effect in accordance with the terms and provisions thereof, as amended hereby.

Section 10A. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Second Amendment to Site Lease shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Second Amendment to Site Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 11A. Governing Law.

This Second Amendment to Site Lease shall be governed by the laws of the State of California.

Section 12A. City Requirements.

The Original Site Lease, as amended by the First Amendment to Site Lease, is hereby amended by deleting Sections 19 through 42 thereof and Section 45 thereof, replacing said sections in their entirety by the insertion of the sections set forth below in this Section 12A (i.e., Sections 19 through 39), by renumbering “Section 43” of such Original Site Lease, as amended by the First Amendment to Site Lease, as “Section 40,” and by renumbering “Section 44” of such Original Site Lease, as amended by the First Amendment to Site Lease, as “Section 41”:

19. Nondiscrimination; Penalties.

(a) Non-Discrimination in Contracts.

The Corporation shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. The Corporation 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 Corporation is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

(b) Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2.

The Corporation does not as of the date of this Site Lease, and will not during the term of this Site Lease, 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.

(c) Condition to Contract.

As a condition to the Site Lease, the Corporation 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.

20. MacBride Principles—Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated by this reference and made part of this Site Lease. By entering into this Site Lease, the Corporation 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.

21. Tropical Hardwood and Virgin Redwood Ban.

Under San Francisco Environment Code Section 804(b), the City urges the Corporation not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

22. Alcohol and Drug-Free Workplace.

The City reserves the right to deny access to, or require the Corporation to remove from, City facilities personnel of such Corporation 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.

23. Compliance with Americans with Disabilities Act.

The Corporation shall provide the services specified in the Site Lease 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.

24. Sunshine Ordinance.

The Corporation acknowledges that this Site Lease and all records related to its formation, such Corporation's performance of services provided under the Site Lease, and the City's payment are subject to the California Public Records Act, (California Government Code §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.

25. Limitations on Contributions.

By executing this Site Lease, the Corporation acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of the Corporation's board of directors; the Corporation's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in such Corporation; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by such Corporation. The Corporation must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

26. Requiring Minimum Compensation for Covered Employees.

The Corporation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. The Corporation is subject to the enforcement and penalty provisions in Chapter 12P. By entering into this Site Lease, the Corporation certifies that it is in compliance with Chapter 12P.

27. Requiring Health Benefits for Covered Employees.

The Corporation shall comply with San Francisco Administrative Code Chapter 12Q. The Corporation shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. The Corporation is subject to the enforcement and penalty provisions in Chapter 12Q.

28. Prohibition on Political Activity with City Funds.

In performing the services provided under the Site Lease, the Corporation shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Site Lease from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. The Corporation is subject to the enforcement and penalty provisions in Chapter 12G.

29. Nondisclosure of Private, Proprietary or Confidential Information.

If this Site Lease requires the City to disclose “Private Information” to the Corporation within the meaning of San Francisco Administrative Code Chapter 12M, the Corporation shall use such information consistent with the restrictions stated in Chapter 12M and in this Site Lease and only as necessary in performing the services provided under the Site Lease. The Corporation is subject to the enforcement and penalty provisions in Chapter 12M.

In the performance of services provided under the Site Lease, the Corporation 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 Corporation, such information must be held by such Corporation in confidence and used only in performing the Site Lease. The Corporation 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.

30. Consideration of Criminal History in Hiring and Employment Decisions.

The Corporation 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 Site Lease. The text of Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of the Corporations’ obligations under Chapter 12T is set forth in this Section. The Corporation 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 Site Lease shall have the meanings assigned to such terms in Chapter 12T.

The requirements of Chapter 12T shall only apply to the Corporation’s operations to the extent those operations are in furtherance of the performance of this Site Lease, shall apply only to applicants and employees who would be or are performing work in furtherance of this Site Lease, 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.

31. Reserved.

32. 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 Site Lease. 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.

33. Conflict of Interest.

By entering into the Site Lease, the Corporation 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 Site Lease.

34. Assignment.

The services provided under the Site Lease to be performed by the Corporation are personal in character and neither this Site Lease nor any duties or obligations may be assigned or delegated by the Corporation unless first approved by the City by written instrument executed and approved in the same manner as this Site Lease. Any purported assignment made in violation of this provision shall be null and void.

35. Food Service Waste Reduction Requirements.

The Corporation shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the provided remedies for noncompliance.

36. Cooperative Drafting.

This Site Lease has been drafted through a cooperative effort of the City and the Corporation, and all parties have had an opportunity to have the Site Lease reviewed and revised by legal counsel. No party shall be considered the drafter of this Site Lease, 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 Site Lease.

37. Laws Incorporated by Reference.

The full text of the laws listed in this Appendix, including enforcement and penalty provisions, are incorporated into this Site Lease by reference. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Appendix are available at www.sfgov.org under “Open Gov.”

38. Sugar-Sweetened Beverage Prohibition.

The Corporation agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Site Lease.

39. First Source Hiring Program.

The Corporation 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 Site Lease, and the Corporation is subject to the enforcement and penalty provisions in Chapter 83.

Section 13A. Execution in Counterparts.

This Second Amendment to Site Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Corporation and the City have caused this Second Amendment to Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY AND COUNTY OF SAN FRANCISCO FINANCE CORPORATION

By: _____
President

Attest:

By: _____
Secretary

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Mayor

Attest:

By: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Dennis J. Herrera
City Attorney

By: _____
Deputy City Attorney

(Signature Page to Second Amendment to Site Lease)

EXHIBIT A

DESCRIPTION OF THE SITE

The land referred to herein is situated in the State of California, County of San Francisco, City of San Francisco, and described as follows:

[Include legal descriptions from title report(s) for each of the follow:

Betty Ann Ong Chinese Recreation Center, 1199 Mason St. San Francisco, CA 94108;

Sunset Recreation Center, 2201 Lawton St. San Francisco, CA 94122; and

Palace of Fine Arts, 3601 Lyon St & Marina Blvd San Francisco, CA 94123.]

EXHIBIT B

DESCRIPTION OF THE RELEASED PROPERTY

The land referred to herein is situated in the State of California, County of San Francisco, City of San Francisco, and described as follows:

TRACT I, PARQUE NINOS UNIDOS

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF 23RD STREET WITH THE EASTERLY LINE OF FOLSOM STREET; THENCE NORTHERLY ALONG SAID LINE OF FOLSOM STREET, 18.167 FEET TO THE FORMER NORTHWESTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY, AS SAID RIGHT OF WAY IS DESCRIBED IN THAT CERTAIN DECREE QUIETING TITLE, RECORDED MARCH 11, 1912, IN BOOK 598 OF DEEDS, PAGE 329; THENCE ALONG SAID NORTHWESTERLY LINE, AT A DEFLECTION ANGLE OF 58° 17' 30" TO THE RIGHT, A DISTANCE OF 120.159 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 925.04 FEET; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11° 08' 16", AN ARC DISTANCE OF 179.819 FEET TO THE WESTERLY LINE OF TREAT AVENUE; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, 190.062 FEET TO THE NORTHERLY LINE OF 23RD STREET; THENCE WESTERLY ALONG SAID LINE OF 23RD STREET, 245.083 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 139.

LOTS 005 AND 005A, BLOCK 3639

TRACT II, JUSTIN HERMAN PLAZA:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF DRUMM STREET WITH THE NORTHERLY LINE OF MERCHANT STREET, AS SAID STREETS ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "RECORD OF SURVEY MAP OF THE GOLDEN GATEWAY", RECORDED SEPTEMBER 29, 1961, IN BOOK "T" OF MAPS, AT PAGES 22, 23 AND 24, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA; RUNNING THENCE NORTHERLY ALONG SAID LINE OF DRUMM STREET, 115 FEET TO THE SOUTHERLY LINE OF WASHINGTON STREET, AS SHOWN ON SAID MAP; THENCE AT A RIGHT ANGLE EASTERLY, ALONG SAID LINE OF WASHINGTON STREET, 344.449 FEET TO THE NORTHEASTERLY LINE OF 50 VARA BLOCK "D", AS SHOWN ON SAID MAP; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID 50 VARA BLOCK "D", A DISTANCE OF 141.745 FEET TO THE SAID NORTHERLY LINE OF MERCHANT STREET; THENCE SOUTHERLY ALONG A LINE DRAWN AT A RIGHT ANGLE TO SAID NORTHERLY LINE OF MERCHANT STREET, 45 FEET TO THE SOUTHERLY LINE OF MERCHANT STREET; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF MERCHANT STREET, 402.063 FEET TO A POINT DISTANT

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THEREON 25.25 FEET EASTERLY FROM THE SAID EASTERLY LINE OF DRUMM STREET; THENCE AT A RIGHT ANGLE NORTHERLY 45 FEET TO SAID NORTHERLY LINE OF MERCHANT STREET; THENCE AT A RIGHT ANGLE WESTERLY, ALONG SAID NORTHERLY LINE OF MERCHANT STREET , 25.25 FEET TO THE SAID EASTERLY LINE OF DRUMM STREET AND THE POINT OF BEGINNING.

BEING A PORTION OF 50 VARA BLOCK "D" AND A PORTION OF MERCHANT STREET, AS SHOWN ON THE MAP HEREINABOVE REFERRED TO, AND AS SAID MERCHANT STREET EXISTED PRIOR TO THE VACATION THEREOF PURSUANT TO RESOLUTION NO. 203-67 ADOPTED BY THE BOARD OF SUPERVISORS ON MARCH 20, 1967 AND APPROVED BY THE MAYOR ON MARCH 27, 1967 RECORDED MARCH 31, 1971 IN BOOK 505, PAGE 749, INSTRUMENT NO. T51028, OFFICIAL RECORDS.

EXCEPTING THEREFROM, ALL THAT PORTION THEREOF DESCRIBED AS PARCEL 6A AND 6B IN THE DEED FROM THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO TO THE CITY AND COUNTY OF SAN FRANCISCO, DATED JUNE 26, 1968, RECORDED AUGUST 23, 1968, IN BOOK B-267 OF OFFICIAL RECORDS, AT PAGE 855, INSTRUMENT NO. R10379, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

ALSO EXCEPTING FROM THAT PORTION THEREOF LYING WITHIN FORMER MERCHANT STREET, ALL OIL, GAS, OIL SHALE, COAL, PHOSPHATE, SODIUM, GOLD, SILVER AND ALL OTHER MINERAL DEPOSITS, TOGETHER WITH THE RIGHT TO DRILL FOR AND EXTRACT SUCH DEPOSITS OF OIL AND GAS, OR GAS, AND TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS OF OTHER MINERALS FROM SAID PORTION, AS RESERVED IN THE QUITCLAIM DEED FROM THE STATE OF CALIFORNIA TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, DATED DECEMBER 16, 1966, RECORDED FEBRUARY 10, 1967, IN BOOK B-117, AT PAGE 159, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

LOT 18 BLOCK 202

TRACT III, FERRY PARK:

ALL THOSE PARCELS OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY INSTRUMENTS RECORDED AS FOLLOWS:

STATE PARCEL NO.	RECORDED DATE	VOLUME	PAGE
26450	DECEMBER 13, 1961	A355	312
26451	NOVEMBER 29, 1962	A509	851
26453	JULY 16, 1962	A449	756

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26457	NOVEMBER 14, 1962	A502	503
32047	AUGUST 26, 1963	A638	981

ALL OF OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID STATE PARCEL NO. 26453; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, N. 30°54'41" E., 137.50 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, S. 9°05'19" E., 46.81 FEET TO THE NORTHWESTERLY CORNER OF SAID STATE PARCEL NO. 32047; THENCE ALONG THE NORTHEASTERLY LINE OF LAST SAID PARCEL, FROM A TANGENT THAT BEARS S. 62°56'12" E., ALONG A CURVE TO THE LEFT WITH A RADIUS OF 458.00 FEET, THROUGH AN ANGLE OF 9°11'05", AN ARC LENGTH OF 73.43 FEET TO THE EASTERLY LINE OF LAST SAID PARCEL; THENCE ALONG LAST SAID LINE S. 9°05'19" E., 6.51 FEET TO THE NORTHERLY LINE OF SAID STATE PARCEL NO. 26451; THENCE ALONG LAST SAID LINE, N. 80°54'41" E., 75.00 FEET TO THE WESTERLY LINE OF DRUMM STREET; THENCE ALONG LAST SAID LINE, S. 9°05'19" E., 183.42 FEET TO THE NORTHERLY LINE OF CLAY STREET; THENCE ALONG LAST SAID LINE, S. 30°54'41" W., 275.00 FEET TO THE EASTERLY LINE OF DAVIS STREET; THENCE ALONG LAST SAID LINE, N. 9°05'19" W., 275.14 FEET TO THE POINT OF COMMENCEMENT.

LOT 14, BLOCK 203

TRACT IV, ESPRIT PARK:

LOT 2, AS DESCRIBED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP OF ASSESSOR'S BLOCK 4061 AND A PORTION OF ASSESSOR'S BLOCK 4106, ALSO BEING POTRERO NUEVO 354 AND A PORTION OF BLOCK 355, SAN FRANCISCO, CALIFORNIA", RECORDED FEBRUARY 28, 1979 IN THE OFFICE OF THE RECORDER OF CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, IN BOOK 10 OF PARCEL MAPS AT PAGE 9.

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EXCEPTING THEREFROM ALL MINERALS CONTAINED IN THE ABOVE DESCRIBED LAND, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT SANTA FE SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING ANY OF SAID MINERALS, SANTA FE MAY, HOWEVER, AND HEREBY RESERVES THE RIGHT TO, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREBY CONVEYED OR OF ANY IMPROVEMENTS THEREON.

AS RESERVED IN DEED FROM ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A CORPORATION, TO DOUGLAS R. TOMPKINS AND SUSIE R. TOMPKINS, HUSBAND AND WIFE, AS JOINT TENANTS, RECORDED AS INSTRUMENT NO. B-09655, BOOK C-769, PAGE 40 OF OFFICIAL RECORDS.

LOT 2, BLOCK 4061

TRACT V, MISSION DOLORES PARK:

PARCEL 1:

COMMENCING AT A POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF EIGHTEENTH STREET WITH THE WESTERLY LINE OF DOLORES STREET, RUNNING THENCE WESTERLY AND ALONG SAID SOUTHERLY LINE OF EIGHTEEN STREET 560 FEET TO THE EASTERLY LINE OF CHURCH STREET; THENCE AT RIGHT ANGLES SOUTHERLY AND ALONG SAID EASTERLY LINE OF CHURCH STREET 520 FEET TO THE NORTHERLY LINE OF NINETEENTH STREET; THENCE AT RIGHT ANGLES EASTERLY AND ALONG SAID NORTHERLY LINE OF NINETEENTH STREET 560 FEET TO THE WESTERLY LINE OF DELORES STREET; THENCE AT RIGHT ANGLES NORTHERLY AND ALONG SAID WESTERLY LINE OF DELORES STREET 520 FEET TO THE SOUTHERLY LINE OF EIGHTEENTH STREET AND THE POINT OF COMMENCEMENT.

BLOCK 3586, LOT 1
FORMERLY KNOWN AS ALL OF MISSION BLOCK NO. 86

PARCEL 2:

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COMMENCING AT A POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF NINETEENTH STREET WITH THE WESTERLY LINE OF DOLORES STREET, RUNNING THENCE WESTERLY AND ALONG SAID SOUTHERLY LINE OF NINETEENTH STREET 560 FEET TO THE EASTERLY LINE OF CHURCH STREET; THENCE AT RIGHT ANGLES SOUTHERLY AND ALONG SAID EASTERLY LINE OF CHURCH STREET 520 FEET TO THE NORTHERLY LINE OF TWENTIETH STREET; THENCE AT RIGHT ANGLES EASTERLY AND ALONG SAID NORTHERLY LINE OF TWENTIETH STREET 560 FEET TO THE WESTERLY LINE OF DOLORES STREET; THENCE AT RIGHT ANGLES NORTHERLY AND ALONG SAID WESTERLY LINE OF DOLORES STREET 520 FEET TO THE SOUTHERLY LINE OF NINETEENTH STREET AND THE POINT OF COMMENCEMENT.

BLOCK 3599, LOT 1
FORMERLY KNOWN AS ALL OF MISSION BLOCK NO. 87

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Site Lease, dated as of October 1, 2006, as supplemented by the First Amendment to Site Lease, dated as of October 1, 2007 and the Second Amendment to Site Lease, dated as of June 1, 2018, from the City and County of San Francisco to the City and County of San Francisco Finance Corporation (the "Corporation"), is hereby accepted by the undersigned officer on behalf of the Corporation pursuant to authority conferred by Resolution No. 2018-[] adopted by the Board of Directors of the Corporation on [____], 2018, and the Corporation consents to recordation thereof by its duly authorized officer.

Dated as of June 1, 2018

CITY AND COUNTY OF SAN FRANCISCO
FINANCE CORPORATION

By: _____