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SPECIAL FUND ADMINISTRATION AGREEMENT

**City and County of San Francisco Infrastructure Financing District No. 2
(Port of San Francisco);
Project Area I (Mission Rock) and
Sub-Project Areas I-1 through I-13**

**City and County of San Francisco Special Tax District No. 2020-1
(Mission Rock Facilities and Services)**

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SPECIAL FUND ADMINISTRATION AGREEMENT

**City and County of San Francisco Infrastructure Financing District No. 2
(Port of San Francisco);
Project Area I (Mission Rock) and
Sub-Project Areas I-1 through I-13**

**City and County of San Francisco Special Tax District No. 2020-1
(Mission Rock Facilities and Services)**

This Special Fund Administration Agreement, dated as of May 1, 2021 (the “**Agreement**”), is by and between the City and County of San Francisco acting by and through the San Francisco Port Commission (the “**Port**”), in its proprietary capacity and as agent of the IFD and CFD (each as defined below), 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**”).

RECITALS

This Agreement is made with reference to the following facts and circumstances:

A. Under California Government Code Section 53395 et seq. (the “**IFD Law**”) and Ordinance No. 27-16 adopted by the Board of Supervisors on February 23, 2016 (the “**IFD Ordinance**”), the City and County of San Francisco (the “**City**”), acting through its Board of Supervisors (the “**Board of Supervisors**”), established City and County of San Francisco Infrastructure Financing District No. 2 (Port of San Francisco) (the “**IFD**”) and approved an Infrastructure Financing Plan for the IFD (together with all appendices implementing project-specific infrastructure plans for sub-project areas, the “**IFD Financing Plan**”).

B. Under the IFD Law and Ordinance No. 034-18 adopted by the Board of Supervisors on February 27, 2018 (the “**Project Area I Ordinance**”), the City, acting by and through the Board of Supervisors, established Project Area I (Mission Rock) (“**Project Area I**”), and Sub-Project Area I-1 (Mission Rock) (“**Sub-Project Area I-1**”), Sub-Project Area I-2 (Mission Rock) (“**Sub-Project Area I-2**”), Sub-Project Area I-3 (Mission Rock) (“**Sub-Project Area I-3**”), Sub-Project Area I-4 (Mission Rock) (“**Sub-Project Area I-4**”), Sub-Project Area I-5 (Mission Rock) (“**Sub-Project Area I-5**”), Sub-Project Area I-6 (Mission Rock) (“**Sub-Project Area I-6**”), Sub-Project Area I-7 (Mission Rock) (“**Sub-Project Area I-7**”), Sub-Project Area I-8 (Mission Rock) (“**Sub-Project Area I-8**”), Sub-Project Area I-9 (Mission Rock) (“**Sub-Project Area I-9**”), Sub-Project Area I-10 (Mission Rock) (“**Sub-Project Area I-10**”), Sub-Project Area I-11 (Mission Rock) (“**Sub-Project Area I-11**”), Sub-Project Area I-12 (Mission Rock) (“**Sub-Project Area I-12**”), and Sub-Project Area I-13 (Mission Rock) (“**Sub-Project Area I-13**”) and together with Sub-Project Areas I-1 through I-12, the “**Sub-Project Areas**”) in the IFD, and approved Appendix I to the IFD Financing Plan as a financing plan for the Sub-Project Areas (“**Appendix I**”).

C. The Sub-Project Areas collectively encompass 13 blocks of land within the Mission Bay neighborhood at Seawall Lot 337 and Pier 48 owned by the City, operating by and through the Port (“**SWL 337**”). Seawall Lot 337 Associates, LLC, a Delaware limited liability company (the “**Developer**”), has obtained certain project approvals for the development of the area including the Sub-Project Areas (the “**Project Site**”).

D. Among other Project Site approvals, the Port approved a Disposition and Development Agreement, dated as of August 15, 2018, by and between the City, acting by and through the Port, and the Developer (the “**DDA**”). A Financing Plan is attached to the DDA as Exhibit C1 thereto (the “**Financing Plan**”). The Financing Plan establishes the contractual

framework for financing horizontal development of the Project Site in accordance with the DDA and thereby identifies the principal payment sources for such development. The Financing Plan also sets forth certain parameters for the use of Allocated Tax Increment and Mello-Roos Taxes.

E. Section 2.3(b) of the Financing Plan provides that the Port, in its proprietary capacity and as CFD Agent and IFD Agent, will enter into a Special Fund Administration Agreement with the Special Fund Trustee for the administration of segregated accounts described in Article 3 (Development Rights Payments), Article 4 (Mello-Roos Taxes), and Article 6 (Tax Increment) of the Financing Plan.

F. Under the San Francisco Special Tax Financing Law (Admin. Code ch. 43, art. X) (the “**Special Tax Financing Law**”), which incorporates by reference the Mello-Roos Community Facilities Act of 1982 (California Government Code §§ 53311 - 53368), and Resolution No. 160-20 adopted by the Board of Supervisors on April 14, 2020 (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. 2020-1 (Mission Rock Facilities and Services) (the “**CFD**”). In the CFD Resolution of Formation, the Board of Supervisors also approved the designation of the Port as the agent of the City with respect to the CFD (the “**CFD Agent**”) and the administration of the Mello-Roos Taxes levied therein and any proceeds of debt secured thereby. In this role as CFD Agent, the Port will be responsible for directing the disbursement of Mello-Roos Taxes levied therein and any proceeds of debt secured thereby to implement the DDA and the Financing Plan.

G. The Port anticipates that the following special taxes will be levied within the CFD: (i) Development Special Taxes to finance certain Horizontal Development Costs, pay debt service on bonds issued to provide financing for such purpose, and pay authorized administrative expenses, (ii) Office Special Taxes, to finance certain Horizontal Development Costs, pay debt service on bonds issued to provide financing for such purpose, and pay authorized administrative expenses, (iii) Shoreline Special Taxes for Zone 1 to finance certain Horizontal Development Costs and Shoreline Protection Facilities (the “**Shoreline Zone 1 Special Taxes**”), pay debt service on bonds issued to provide financing for such purpose, and pay authorized administrative expenses, (iv) Shoreline Special Taxes for Zone 2 to finance Shoreline Protection Facilities (the “**Shoreline Zone 2 Special Taxes**”), pay debt service on bonds issued to provide financing for such purpose, and pay authorized administrative expenses, and (v) subject to contingencies described in the RMA, Services Special Taxes to finance certain ongoing maintenance costs and pay authorized administrative expenses.

H. The Port expects to receive Allocated Tax Increment attributable to the Sub-Project Areas primarily in December and April of each City Fiscal Year during the term of this Agreement commencing no earlier than in City Fiscal Year 2021-22.

I. Under the IFD Financing Plan, the Board of Supervisors, as the legislative body of the IFD, may issue Tax Increment Bonds and, as the legislative body of the CFD, it may issue Mello-Roos Bonds, some of which Mello-Roos Bonds may be payable from Allocated Tax Increment. A pledge of Allocated Tax Increment to such Mello-Roos Bonds would be accomplished pursuant to a pledge agreement (a “**Pledge Agreement**”) among the City, for and on behalf of the IFD and the CFD, and the Special Fund Trustee, as fiscal agent for the Mello-Roos Bonds.

J. Port, on its own behalf and as agent of the IFD with respect to Project Area I and the Sub-Project Areas and as agent of the CFD, now desires to enter into this Agreement with the Special Fund Trustee in order to provide for the administration and disposition of Allocated Tax Increment, Mello-Roos Taxes, certain Development Rights Payments, Master Marketing Fees, Affordable Housing Fees, Childcare Equivalency Fees, Port Capital Advances and DRP Advances consistent with the terms of the DDA, the Financing Plan, CFD Resolution of Formation, the IFD Financing Plan, including Appendix I, any Indentures, any Pledge Agreements, and the MOU.

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 Port 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 Part B to the Appendix of Transaction Documents for the Mission Rock Project (the “**Appendix**”).

“**Authorized Officer**” means the Executive Director of the Port, the Deputy Director of Finance and Administration of the Port, and/or the Finance Director.

“**Bond Year**” means the period beginning on September 2 of any year and ending on the following September 1.

“**CFD Administrative Costs**” means Facilities CFD Administrative Costs and Services CFD Administrative Costs.

“**Debt Service**” means “debt service” as defined in the Appendix.

“**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.

“**Tax Increment Bonds**” means Tax Allocation Bonds and any other Debt obligation of the IFD with respect to the IFD Sub-Project Areas, not including Mello-Roos Bonds, secured by a pledge (or otherwise payable from a contribution) of Allocated Tax Increment. For the avoidance of doubt, Tax Increment Bonds includes any such debt obligations incurred pursuant to a Pledge Agreement.

“**Tax Increment Bonds Debt Service Requirement**” means the Debt Service coming due on Tax Increment Bonds in a Bond Year before the next expected Receipt Date of Allocated Tax Increment.

“**Unaffiliated Vertical Developer**” means a Vertical Developer that is not a Vertical Developer Affiliate.

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 Allocated Tax Increment and Mello-Roos Taxes have been disbursed in accordance with the CFD Law, IFD Law, and Appendix I.

(ii) The date specified in the CFD Resolution of Formation as the last date on which Shoreline Special Taxes may be levied within the CFD.

(iii) The date specified in the CFD Resolution of Formation as the last date on which Contingent Services Special Taxes may be levied in the CFD.

(iv) When all Tax Increment Bonds and Mello-Roos Bonds and other Debt of the IFD with respect to the Sub-Project Areas have been paid in full or defeased and the proceeds thereof have been expended.

(v) Upon receipt of written direction of the Port to the Special Fund Trustee to close the funds and accounts described herein and to distribute any remaining funds therein to the Port to be used for any lawful purpose of the Port consistent with applicable law and the DDA.

3. Conflicts with Indentures or Pledge Agreements. In the event of any conflict between this Agreement and the provisions of any Indenture or Pledge Agreement, the provisions of the Indenture or Pledge Agreement shall govern.

The parties acknowledge that, in an Indenture or Pledge Agreement, the City, for and on behalf of the CFD, and the IFD may pledge amounts in certain funds and accounts established and maintained under this Agreement.

4. Establishment of Special Funds and Accounts. The Special Fund Trustee shall, establish, maintain and hold in trust a separate account designated as the “Special Fund Trust Account” (the “**Special Fund Trust Account**”).

(a) Funds and Accounts Related to Development Rights Payments. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund within the Special Fund Trust Account designated as the “Development Rights Payments Fund” (the “**DRP Fund**”). Within the DRP Fund, the Special Fund Trustee shall establish, maintain and hold the following accounts and subaccounts therein:

- (i) the “Project Account,” and
- (ii) the “Additional Return Reserve Account.”

The DRP Fund and the Project Account and the Additional Return Reserve Account therein shall be held by the Special Fund Trustee within the Special Fund Trust Account for the benefit of the Port and the Developer and shall be applied by the Special Fund Trustee in accordance with this Agreement. The source of funds in DRP Fund shall be the Development Rights Payments made by Vertical Developers in cash where required pursuant to the VDDA between each Vertical Developer and Port.

(b) Funds and Accounts Related to Special Taxes. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund, within the Special Fund Trust Account, designated as the “Special Tax Fund” (the “**Special Tax Fund**”). Within the Special Tax Fund, the Special Fund Trustee shall establish, maintain and hold the following accounts and subaccounts therein:

- (i) the “Facilities Special Taxes Account,”
 - (1) the “Development Special Taxes Subaccount,”
 - (2) the “Office Special Taxes Subaccount,”
 - (3) the “Shoreline Zone 1 Special Taxes Subaccount,”
- (ii) the “Shoreline Zone 2 Special Taxes Account,”
- (iii) the “CFD Remainder Account,”
 - (1) the “Development Special Taxes Subaccount,”
 - (2) the “Office Special Taxes Subaccount,”
 - (3) the “Shoreline Zone 1 Special Taxes Subaccount,”
 - (4) the “Shoreline Zone 2 Special Taxes Subaccount,” and
- (iv) the “Services Account.”

The Special Tax Fund, and the accounts and subaccounts therein, shall be held by the Special Fund Trustee for the benefit of the CFD 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 Special Tax Fund accounts shall be the Special Taxes collected by the Treasurer/Tax Collector and distributed to the CFD by the Controller.

(c) Fund and Accounts Related to Allocated Tax Increment. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund, within the Special Fund Trust Account, designated as the “Tax Increment Fund” (the “**Tax Increment Fund**”), which shall constitute the special fund required by Section 53396(b) of the IFD Law with respect to the Sub-Project Areas. Within the Tax Increment Fund, the Special Fund Trustee shall establish, maintain and hold the following accounts and subaccounts therein:

- (i) the “Project Account,”
- (ii) the “Waterfront Set-Aside Account,” and
- (iii) the “IFD Remainder Account.”

The Tax Increment Fund and the accounts therein shall be held by the Special Fund Trustee for the benefit of the IFD and shall be applied by the Special Fund Trustee in accordance with this Agreement. The source of funds in the Tax Increment Fund shall be the Allocated Tax Increment collected by the Treasurer/Tax Collector and distributed to the IFD by the Controller.

(d) Fund and Accounts Related to Bonds. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund, within the Special Fund Trust Account, designated as the “Bonds Fund” (the “**Bonds Fund**”). Within the Bonds Fund, the Special Fund Trustee shall establish, maintain and hold the following accounts therein:

- (i) the “Mello-Roos Bonds Account (Development Special Taxes),” which will be funded from Development Special Taxes,
- (ii) the “Mello-Roos Bonds Account (Office Special Taxes),” which will be funded from Office Special Taxes,
- (iii) the “Mello-Roos Bonds Account (Shoreline Zone 1 Special Taxes),” which will be funded from Shoreline Zone 1 Special Taxes,
- (iv) the “Mello-Roos Bonds Account (Shoreline Zone 2 Special Taxes),” which will be funded from Shoreline Zone 2 Special Taxes,
- (v) the “Mello-Roos Bonds Account (Tax Increment),” which will be funded from Allocated Tax Increment, and
- (vi) the “Tax Increment Bonds Account,” which will be funded from Allocated Tax Increment.

The Bonds Fund and the accounts therein shall be held by the Special Fund Trustee for the benefit of the CFD and IFD, as applicable, and the funds on deposit therein from time to time shall be applied by the Special Fund Trustee in accordance with this Agreement.

The purpose of the Bonds Fund and the accounts therein is to allow an amount equal to the Debt Service that will be paid from the related funds to be set aside during the course of a Bond Year in a manner that meets any obligations under an Indenture or Pledge Agreement so that the remaining funds are available to pay for other costs authorized under the Financing Plan, RMA and Appendix I, as applicable.

(e) Fund and Accounts Related to Impact Fees. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund within the Special Fund Trust Account, designated as the “Impact Fees Fund” (the “**Impact Fees Fund**”). Within the Impact Fees Fund, the Special Fund Trustee shall establish, maintain and hold the following accounts therein:

- (i) the “Affordable Housing (Jobs/Housing Equivalency Fees) Account,” and

(ii) the “Childcare Equivalency Fees Account.”

The Impact Fees Fund and the accounts therein shall be held by the Special Fund Trustee for the benefit of the Port 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 Impact Fees Fund shall be payments made by Vertical Developers required pursuant to the VDDA between each Vertical Developer and Port.

(f) Fund Related to DDA Implementation. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund within the Special Fund Trust Account, designated as the “Master Marketing Fund” (the “**Master Marketing Fund**”). The Master Marketing Fund shall be held by the Special Fund Trustee for the benefit of the Port and shall be applied by the Special Fund Trustee in accordance with this Agreement. The source of funds in the Master Marketing Fund shall be payments made by Unaffiliated Vertical Developers required pursuant to the VDDA between each Unaffiliated Vertical Developer and Port.

(g) Administrative Costs Fund. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund within the Special Fund Trust Account, designated as the “Administrative Costs Fund” (the “**Administrative Costs Fund**”). Within the Administrative Costs Fund, the Special Fund Trustee shall establish, maintain and hold the following accounts therein:

- (i) the “CFD Administrative Costs Account,” and
- (ii) the “IFD Administrative Costs Account.”

The CFD Administrative Costs Account shall be held by the Special Fund Trustee for the benefit of the CFD and the funds on deposit therein from time to time shall be applied by the Special Fund Trustee in accordance this Agreement.

The IFD Administrative Costs Account shall be held by the Special Fund Trustee for the benefit of the IFD and the funds on deposit therein from time to time shall be applied by the Special Fund Trustee in accordance this Agreement.

5. Deposits in and Distributions from DRP Fund.

(a) The Special Fund Trustee shall deposit funds from time to time in the DRP Fund and the accounts therein as directed by the Port in a written certificate executed by an Authorized Officer, pursuant to escrow instructions in connection with the closing of Parcel Leases for which Development Rights Payments are paid in cash.

(b) The Special Fund Trustee shall withdraw and apply moneys in the DRP Fund in accordance with a written requisition of the Port executed by an Authorized Officer in substantially the form of Exhibit A.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the DRP Fund.

6. Deposits and Distributions of Facilities Special Taxes and Shoreline Zone 2 Special Taxes in the Special Tax Fund.

(a) Promptly upon receipt, the Port shall cause the Special Fund Trustee to deposit Facilities Special Taxes and Shoreline Zone 2 Special Taxes in the related accounts and subaccounts in the Special Tax Fund as directed by the Port in a written certificate executed by an Authorized Officer. The Parties acknowledge and agree that the Facilities Special Taxes and Shoreline Zone 2 Special Taxes may be deposited directly by the San Francisco Controller, at the times and in the amounts specified by the Port in a written certificate executed by an Authorized Officer and delivered to the Special Fund Trustee.

(b) The Port shall direct the Special Fund Trustee in a written certificate in substantially the form of Exhibit B (related to the subaccounts in the Facilities Special Taxes

Account) or Exhibit C (with respect to the Shoreline Zone 2 Special Taxes Account) executed by an Authorized Officer to distribute any moneys in such subaccounts and accounts in accordance with *Sections 11-14* hereof, the DDA, Financing Plan, CFD Resolution of Formation and Indentures.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the subaccounts in the Facilities Special Tax Account and from the Shoreline Zone 2 Special Taxes Account.

7. Deposits and Distributions of Services Special Taxes in the Services Account.

(a) The Port shall cause the Special Fund Trustee to deposit Services Special Taxes in the Services Account of the Special Tax Fund as directed by the Port 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 the Port in a written certificate executed by an Authorized Officer and delivered to the Special Fund Trustee.

(b) The Port shall direct the Special Fund Trustee in a written requisition of the Port executed by an Authorized Officer in substantially the form of Exhibit D to distribute any moneys in the Services Account of the Special Tax Fund in accordance with the DDA, Financing Plan and CFD Resolution of Formation.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the Services Account of the Special Tax Fund.

8. Deposits in and Distributions from the CFD Remainder Account.

(a) The Special Fund Trustee shall deposit funds from time to time in the subaccounts in the CFD Remainder Account as directed by the Port in a written certificate executed by an Authorized Officer.

(b) The Special Fund Trustee shall withdraw and apply moneys in the CFD Remainder Account of the Special Tax Fund in accordance with a written requisition of the Port 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 CFD Remainder Account.

9. Deposits in and Distributions from the Tax Increment Fund.

(a) The Port shall cause the Special Fund Trustee to deposit Annual Allocated Tax Increment in the applicable accounts of the Tax Increment Fund, as directed by the Port in a written certificate executed by an Authorized Officer. The Parties acknowledge and agree that the Annual Allocated Tax Increment may be deposited directly by the San Francisco Controller, at the times and in the amounts specified by the Port in a written certificate executed by an Authorized Officer.

(b) The Port shall direct the Special Fund Trustee in a written requisition of the Port executed by an Authorized Officer in substantially the form of Exhibit F to distribute any moneys in the accounts in the Tax Increment Fund in accordance with *Sections 15 and 16* hereof, the DDA, Financing Plan IFD Financing Plan, Indenture and any Pledge Agreement.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the accounts in the Tax Increment Fund.

10. Deposits in and Distributions from the IFD Remainder Account.

(a) The Special Fund Trustee shall deposit funds from time to time in the IFD Remainder Account as directed by the Port in a written certificate executed by an Authorized Officer.

(b) The Special Fund Trustee shall withdraw and apply moneys in the IFD Remainder Account of the Tax Increment Fund in accordance with a written requisition of the Port 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 IFD Remainder Account.

11. Deposits in and Distributions from the Mello-Roos Bonds Account (Development Special Taxes).

(a) No later than the times and in the amounts required to comply with any applicable Indenture, the Port will direct the Special Fund Trustee to transfer Development Special Taxes from the Development Special Taxes Subaccount to the Mello-Roos Bonds Account (Development Special Taxes) in a written certificate executed by an Authorized Officer.

(b) At the written direction of the Port, amounts in the Mello-Roos Bonds Account (Development Special Taxes) of the Bond Fund shall be transferred by the Special Fund Trustee from time to time, to pay debt service on Mello-Roos Bonds secured in whole or in part by a pledge of Development Special Taxes or as otherwise required under the Indenture relating to such Mello-Roos Bonds.

(c) At any time during each Bond Year, the Port may, and in any event the Port shall on each July 15, (i) calculate the Mello-Roos Bonds Debt Service Requirement with respect to Mello-Roos Bonds secured in whole or in part by a pledge of Development Special Taxes as of the immediately preceding June 30, and (ii) deliver to the Special Fund Trustee a certificate of the Port (the “**Year-End Mello-Roos Bond Debt Certificate (Development Special Taxes)**”) which:

(i) states the amounts then on deposit in the debt service accounts established under the applicable Indenture that are available to pay the Mello-Roos Bonds Debt Service Requirement for such Mello-Roos Bonds,

(ii) states the Mello-Roos Bonds Debt Service Requirement for such Mello-Roos Bonds as of such date,

(iii) either (A) confirms that the amount on deposit in the Mello-Roos Bonds Account (Development Special Taxes) is equal to the amount described in the following clause (v) below or (B) directs the Special Fund Trustee to transfer from the Development Special Taxes Subaccount to the Mello-Roos Bonds Account (Development Special Taxes) any shortfall required for the amount on deposit in the Mello-Roos Bonds Account (Development Special Taxes) to be equal to the amount described in clause (v) below,

(iv) states the amounts as of such date, if any, to be transferred to such debt service accounts pursuant to the Year-End Mello-Roos Bond Debt Certificate (Tax Increment) for such Bond Year, the Year-End Mello-Roos Bond Debt Certificate (Office Special Taxes), the Year-End Mello-Roos Bond Debt Certificate (Shoreline Zone 1 Special Taxes) and the Year-End Mello-Roos Bond Debt Certificate (Shoreline Zone 2 Special Taxes),

(v) directs the Special Fund Trustee to transfer from the Mello-Roos Bonds Account (Development Special Taxes) to the appropriate debt service accounts established under the applicable Indenture an amount that, when added to any amounts to be transferred to such accounts pursuant to the Year-End Mello-Roos Bond Debt Certificate (Tax Increment) for such Bond Year, the Year-End Mello-Roos Bond Debt Certificate (Office Special Taxes), the Year-End Mello-Roos Bond Debt Certificate (Shoreline Zone 1 Special Taxes), and the Year-End Mello-Roos Bond Debt Certificate (Shoreline Zone 2 Special Taxes) as of such date, equals the Mello-Roos Bonds Debt Service Requirement for such Mello-Roos Bonds, and

(vi) directs the Special Fund Trustee, after making all the transfers required to be made in accordance with the Year-End Mello-Roos Bond Debt Certificate

(Development Special Taxes), on the first business day following the end of each Bond Year, to transfer the remaining amounts in the Mello-Roos Bonds Account (Development Special Taxes) to the CFD Administrative Costs Account, the CFD Remainder Account or such other account identified by the Port (including any debt service reserve account for such Mello-Roos Bonds, if needed).

(d) Upon compliance with the conditions stated in the preceding subsection (c), the Port may direct the Special Fund Trustee to transfer all remaining amounts in the Development Special Taxes Subaccount to the CFD Administrative Costs Account, the CFD Remainder Account, or such other account identified by the Port (including any debt service reserve account for such Mello-Roos Bonds, if needed), as set forth in a written requisition of the Port executed by an Authorized Officer in substantially the form of Exhibit J.

(e) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the accounts in the Mello-Roos Bonds Account (Development Special Taxes).

12. Deposits in and Distributions from the Mello-Roos Bonds Account (Office Special Taxes).

(a) No later than the times and in the amounts required to comply with any applicable Indenture, the Port will direct the Special Fund Trustee to transfer Office Special Taxes from the Office Special Taxes Subaccount to the Mello-Roos Bonds Account (Office Special Taxes) in a written certificate executed by an Authorized Officer.

(b) At the written direction of the Port, amounts in the Mello-Roos Bonds Account (Office Special Taxes) shall be transferred by the Special Fund Trustee from time to time, to pay debt service on Mello-Roos Bonds secured in whole or in part by a pledge of Office Special Taxes or as otherwise required under the Indenture relating to such Mello-Roos Bonds.

(c) At any time during each year, the Port may, and in any event the Port shall on each July 15, (i) calculate the Mello-Roos Bonds Debt Service Requirement with respect to Mello-Roos Bonds secured in whole or in part by a pledge of Office Special Taxes as of the immediately preceding June 30, and (ii) deliver to the Special Fund Trustee a certificate of the Port (the "Year-End Mello-Roos Bond Debt Certificate (Office Special Taxes)") which:

(i) states the amounts then on deposit in the debt service accounts established under the applicable Indenture that are available to pay the Mello-Roos Bonds Debt Service Requirement for such Mello-Roos Bonds,

(ii) states the Mello-Roos Bonds Debt Service Requirement for such Mello-Roos Bonds as of such date,

(iii) either (A) confirms that the amount on deposit in the Mello-Roos Bonds Account (Office Special Taxes) is equal to the amount described in the following clause (v) below or (B) directs the Special Fund Trustee to transfer from the Office Special Taxes Subaccount to the Mello-Roos Bonds Account (Office Special Taxes) any shortfall required for the amount on deposit in the Mello-Roos Bonds Account (Office Special Taxes) to be equal to the amount described in clause (v) below,

(iv) states the amounts, if any, to be transferred to such debt service accounts pursuant to Year-End Mello-Roos Bond Debt Certificate (Development Special Taxes), Year-End Mello-Roos Bond Debt Certificate (Shoreline Zone 1 Special Taxes) and the Year-End Mello-Roos Bond Debt Certificate (Shoreline Zone 2 Special Taxes) as of such June 30,

(v) directs the Special Fund Trustee to transfer from the Mello-Roos Bonds Account (Office Special Taxes) to the appropriate debt service accounts established under the applicable Indenture an amount that, when added to any amounts to be transferred to such accounts pursuant to the Year-End Mello-Roos Bond Debt Certificate (Development Special

Taxes), Year-End Mello-Roos Bond Debt Certificate (Shoreline Zone 1 Special Taxes) and the Year-End Mello-Roos Bond Debt Certificate (Shoreline Zone 2 Special Taxes) as of such date, equals the Mello-Roos Bonds Debt Service Requirement for such Mello-Roos Bonds, and

(vi) directs the Special Fund Trustee, after making all the transfers required to be made in accordance with the Year-End Mello-Roos Bond Debt Certificate (Office Special Taxes), on the first business day following the end of each Bond Year, to transfer the remaining amounts in the Mello-Roos Bonds Account (Office Special Taxes) to the CFD Administrative Costs Account, the CFD Remainder Account or such other account identified by the Port (including any debt service reserve account for such Mello-Roos Bonds, if needed).

(d) Upon compliance with the conditions stated in the preceding subsection (c), the Port may direct the Special Fund Trustee to transfer all remaining amounts in the Office Special Taxes Subaccount to the CFD Administrative Costs Account, the CFD Remainder Account, or such other account identified by the Port (including any debt service reserve account for such Mello-Roos Bonds, if needed), as set forth in a written requisition of the Port executed by an Authorized Officer in substantially the form of Exhibit J.

(e) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the accounts in the Mello-Roos Bonds Account (Office Special Taxes).

13. Deposits in and Distributions from the Mello-Roos Bonds Account (Shoreline Zone 1 Special Taxes).

(a) No later than the times and in the amounts required to comply with any applicable Indenture, the Port will direct the Special Fund Trustee to transfer Shoreline Zone 1 Special Taxes from the Shoreline Zone 1 Special Taxes Subaccount to the Mello-Roos Bonds Account (Shoreline Zone 1 Special Taxes) in a written certificate executed by an Authorized Officer.

(b) At the written direction of the Port, amounts in the Mello-Roos Bonds Account (Shoreline Zone 1 Special Taxes) shall be transferred by the Special Fund Trustee from time to time, to pay debt service on Mello-Roos Bonds secured in whole or in part by a pledge of Shoreline Zone 1 Special Taxes or as otherwise required under the Indenture relating to such Mello-Roos Bonds.

(c) At any time during each Bond Year, the Port may, and in any event the Port shall on each July 15, (i) calculate the Mello-Roos Bonds Debt Service Requirement with respect to Mello-Roos Bonds secured in whole or in part by a pledge of Shoreline Zone 1 Special Taxes as of the immediately preceding June 30, and (ii) deliver to the Special Fund Trustee a certificate of the Port (the “**Year-End Mello-Roos Bond Debt Certificate (Shoreline Zone 1 Special Taxes)**”) which:

(i) states the amounts then on deposit in the debt service accounts established under the applicable Indenture that are available to pay the Mello-Roos Bonds Debt Service Requirement for such Mello-Roos Bonds,

(ii) states the Mello-Roos Bonds Debt Service Requirement for such Mello-Roos Bonds as of such date,

(iii) either (A) confirms that the amount on deposit in the Mello-Roos Bonds Account (Shoreline Zone 1 Special Taxes) is equal to the amount described in the following clause (v) below or (B) directs the Special Fund Trustee to transfer from the Shoreline Zone 1 Special Taxes Subaccount to the Mello-Roos Bonds Account (Shoreline Zone 1 Special Taxes) any shortfall required for the amount on deposit in the Mello-Roos Bonds Account (Shoreline Zone 1 Special Taxes) to be equal to the amount described in clause (v) below,

(iv) states the amounts, if any, to be transferred to such accounts pursuant to the Year-End Mello-Roos Bond Debt Certificate (Development Special Taxes),

Year-End Mello-Roos Bond Debt Certificate (Office Special Taxes) and the Year-End Mello-Roos Bond Debt Certificate (Shoreline Zone 2 Special Taxes) as of such date,

(v) directs the Special Fund Trustee to transfer from the Mello-Roos Bonds Account (Shoreline Zone 1 Special Taxes) to the appropriate debt service accounts established under the applicable Indenture an amount that, when added to any amounts to be transferred to such accounts pursuant to the Year-End Mello-Roos Bond Debt Certificate (Development Special Taxes), Year-End Mello-Roos Bond Debt Certificate (Office Special Taxes) and the Year-End Mello-Roos Bond Debt Certificate (Shoreline Zone 2 Special Taxes) as of such date, equals the Mello-Roos Bonds Debt Service Requirement for such Mello-Roos Bonds, and

(vi) directs the Special Fund Trustee, after making all the transfers required to be made in accordance with the Year-End Mello-Roos Bond Debt Certificate (Shoreline Zone 1 Special Taxes), on the first business day following the end of each Bond Year, to transfer the remaining amounts in the Mello-Roos Bonds Account (Development Special Taxes) to the CFD Administrative Costs Account, the CFD Remainder Account or such other account identified by the Port (including any debt service reserve account for such Mello-Roos Bonds, if needed).

(d) Upon compliance with the conditions stated in the preceding subsection (c), the Port may direct the Special Fund Trustee to transfer all remaining amounts in the Shoreline Zone 1 Special Taxes Subaccount to the CFD Administrative Costs Account, the CFD Remainder Account, or such other account identified by the Port (including any debt service reserve account for such Mello-Roos Bonds, if needed), as set forth in a written requisition of the Port executed by an Authorized Officer in substantially the form of Exhibit J.

(e) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the accounts in the Mello-Roos Bonds Account (Shoreline Zone 1 Special Taxes).

14. Deposits in and Distributions from the Mello-Roos Bonds Account (Shoreline Zone 2 Special Taxes).

(a) No later than the times and in the amounts required to comply with any applicable Indenture, the Port will direct the Special Fund Trustee to transfer Shoreline Zone 2 Special Taxes from the Shoreline Zone 2 Special Taxes Subaccount to the Mello-Roos Bonds Account (Shoreline Zone 2 Special Taxes) in a written certificate executed by an Authorized Officer.

(b) At the written direction of the Port, amounts in the Mello-Roos Bonds Account (Shoreline Zone 2 Special Taxes) shall be transferred by the Special Fund Trustee from time to time, to pay debt service on Mello-Roos Bonds secured in whole or in part by a pledge of Shoreline Zone 2 Special Taxes or as otherwise required under the Indenture relating to such Mello-Roos Bonds.

(c) At any time during each Bond Year, the Port may, and in any event the Port shall on each July 15, (i) calculate the Mello-Roos Bonds Debt Service Requirement with respect to Mello-Roos Bonds secured in whole or in part by a pledge of Shoreline Zone 2 Special Taxes as of the immediately preceding June 30, and (ii) deliver to the Special Fund Trustee a certificate of the Port (the “Year-End Mello-Roos Bond **Debt Certificate (Shoreline Zone 2 Special Taxes)**”) which:

(i) states the amounts then on deposit in the debt service accounts established under the applicable Indenture that are available to pay the Mello-Roos Bonds Debt Service Requirement for such Mello-Roos Bonds,

(ii) states the Mello-Roos Bonds Debt Service Requirement for such Mello-Roos Bonds as of such date,

(iii) either (A) confirms that the amount on deposit in the Mello-Roos Bonds Account (Shoreline Zone 2 Special Taxes) is equal to the amount described in the following clause (v) below or (B) directs the Special Fund Trustee to transfer from the Shoreline Zone 2 Special Taxes Subaccount to the Mello-Roos Bonds Account (Shoreline Zone 2 Special Taxes) any shortfall required for the amount on deposit in the Mello-Roos Bonds Account (Shoreline Zone 2 Special Taxes) to be equal to the amount described in clause (v) below,

(iv) states the amounts, if any, to be transferred to such accounts pursuant to the Year-End Mello-Roos Bond Debt Certificate (Development Special Taxes), Year-End Mello-Roos Bond Debt Certificate (Office Special Taxes) and the Year-End Mello-Roos Bond Debt Certificate (Shoreline Zone 1 Special Taxes) as of such date,

(v) directs the Special Fund Trustee to transfer from the Mello-Roos Bonds Account (Shoreline Zone 2 Special Taxes) to the appropriate debt service accounts established under the applicable Indenture an amount that, when added to any amounts to be transferred to such accounts pursuant to the Year-End Mello-Roos Bond Debt Certificate (Development Special Taxes), Year-End Mello-Roos Bond Debt Certificate (Office Special Taxes) and the Year-End Mello-Roos Bond Debt Certificate (Shoreline Zone 1 Special Taxes) as of such date, equals the Mello-Roos Bonds Debt Service Requirement for such Mello-Roos Bonds, and

(vi) directs the Special Fund Trustee, after making all the transfers required to be made in accordance with the Year-End Mello-Roos Bond Debt Certificate (Shoreline Zone 2 Special Taxes), on the first business day following the end of each Bond Year, to transfer the remaining amounts in the Mello-Roos Bonds Account (Shoreline Zone 2 Special Taxes) to the CFD Administrative Costs Account, the CFD Remainder Account or such other account identified by the Port (including any debt service reserve account for such Mello-Roos Bonds, if any).

(d) Upon compliance with the conditions stated in the preceding subsection (c), the Port may direct the Special Fund Trustee to transfer all remaining amounts in the Shoreline Zone 2 Special Taxes Subaccount to the CFD Administrative Costs Account, the CFD Remainder Account, or such other account identified by the Port (including any debt service reserve account for such Mello-Roos Bonds, if any), as set forth in a written requisition of the Port executed by an Authorized Officer in substantially the form of Exhibit J.

(e) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the accounts in the Mello-Roos Bonds Account (Shoreline Zone 2 Special Taxes).

15. Deposits in and Distributions from the Mello-Roos Bonds Account (Tax Increment).

(a) No later than the times and in the amounts required to comply with any applicable Indenture or Pledge Agreement related to Mello-Roos Bonds, the Port will direct the Special Fund Trustee to transfer Annual Allocated Tax Increment from the accounts in the Tax Increment Fund to the Mello-Roos Bonds Account (Tax Increment) in a written certificate executed by an Authorized Officer. For the avoidance of doubt, the Port intends for the amounts deposited in the Mello-Roos Bonds Account (Tax Increment) that are attributable to the levy of the 1% ad valorem tax rate during a City Fiscal Year to be used to pay the debt service on such Mello-Roos Bonds during the following Bond Year.

(b) At the written direction of the Port, amounts in the Mello-Roos Bonds Account (Tax Increment) of the Bonds Fund shall be transferred by the Special Fund Trustee from time to time, to pay debt service on Mello-Roos Bonds secured in whole or in part by a pledge of Allocated Tax Increment, to replenish debt service reserve accounts for such Mello-Roos Bonds, or as otherwise required under the Indenture or the Pledge Agreement relating to such Mello-Roos Bonds.

(c) At any time during each City Fiscal Year, the Port may, and in any event the Port shall on each July 15, (i) calculate the amounts to be paid from Allocated Tax Increment that is attributable to the levy of the 1% ad valorem tax rate during such City Fiscal Year required to comply with any applicable Indenture or Pledge Agreement related to Mello-Roos Bonds and (ii) deliver to the Special Fund Trustee a certificate of the Port (the “**Year-End Mello-Roos Bonds Debt Certificate (Tax Increment)**”) which:

(i) either (A) confirms that the amount on deposit in the Mello-Roos Bonds Account (Tax Increment) is equal to the amount to be paid from Allocated Tax Increment that is attributable to the levy of the 1% ad valorem tax rate during such City Fiscal Year required to comply with any applicable Indenture or Pledge Agreement related to Mello-Roos Bonds or (B) directs the Special Fund Trustee to transfer from the Tax Increment Fund to the Mello-Roos Bonds Account (Tax Increment) any shortfall required for the amount on deposit in the Mello-Roos Bonds Account (Tax Increment) to be equal to the amounts to be paid from Allocated Tax Increment required to comply with any applicable Indenture or Pledge Agreement related to Mello-Roos Bonds,

(ii) directs the Special Fund Trustee to transfer from the Mello-Roos Bonds Account (Tax Increment) the amounts to be paid from Allocated Tax Increment that is attributable to the levy of the 1% ad valorem tax rate during such City Fiscal Year required to comply with any applicable Indenture or Pledge Agreement related to Mello-Roos Bonds and specifying the appropriate fund or account into which it should be deposited, and

(iii) directs the Special Fund Trustee to transfer the remaining Allocated Tax Increment levied in such City Fiscal Year to the Tax Increment Bonds Account, the IFD Administrative Costs Account, the IFD Remainder Account or such other account identified by the Port.

(d) Upon compliance with the conditions stated in the preceding subsection (c), Allocated Tax Increment levied in such City Fiscal Year shall be available for any purpose identified by the Port in a written certificate executed by an Authorized Officer.

(e) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the accounts in the Mello-Roos Bonds Account (Tax Increment).

16. Deposits in and Distributions from the Tax Increment Bonds Account.

(a) No later than the times and in the amounts required to comply with any applicable Indenture or Pledge Agreement related to Tax Increment Bonds, the Port will direct the Special Fund Trustee to transfer Annual Allocated Tax Increment from the designated subaccount(s) in the Tax Increment Fund to the Tax Increment Bond Account in a written certificate executed by an Authorized Officer.

(b) At the written direction of the Port, amounts deposited in the Tax Increment Bonds Account of the Bonds Fund shall be transferred by the Special Fund Trustee from time to time, to pay debt service on Tax Increment Bonds secured in whole or in part by a pledge of Allocated Tax Increment under and pursuant the Indenture relating to such Tax Increment Bonds, as in effect from time to time. For the avoidance of doubts, amounts deposited in the Tax Increment Bonds Account of the Bonds Fund that are attributable to the levy of the 1% ad valorem tax rate during a City Fiscal Year will be used to pay the debt service on Tax Increment Bonds during the current Bond Year.

(c) [Reserved]

(d) At any time during each Bond Year, the Port may, and in any event the Port shall on each July 15, (i) calculate the Tax Increment Bonds Debt Service Requirement with respect to Tax Increment Bonds secured in whole or in part by a pledge of Allocated Tax Increment as of such date, and (ii) deliver to the Special Fund Trustee a certificate of the Port (the “**Year-End Tax Increment Bonds Certificate**”) which:

(i) states the amounts then on deposit in the debt service accounts established under the applicable Indenture that are available to pay the Tax Increment Bonds Debt Service Requirement,

(ii) states the Tax Increment Bonds Debt Service Requirement for such Tax Increment Bonds as of such date,

(iii) either (A) confirms that the amount on deposit in the Tax Increment Bonds Account, together with amounts then on deposit in the debt service accounts established under the applicable Indenture that are available to pay the Tax Increment Bonds Debt Service Requirement, is equal to the amount described in the following clause (iv) below or (B) directs the Special Fund Trustee to transfer from the Tax Increment Fund to the Tax Increment Bonds Account any shortfall required for the amount on deposit in the Tax Increment Bonds Account to be equal to the amount described in clause (iv) below,

(iv) directs the Special Fund Trustee to transfer from the Tax Increment Bonds Account of the Bonds Fund to the appropriate debt service accounts established under the applicable Indenture an amount that, together with amounts then on deposit in the debt service accounts established under the applicable Indenture that are available to pay the Tax Increment Bonds Debt Service Requirement, equals the Tax Increment Bonds Debt Service Requirement for such Tax Increment Bonds, and

(v) directs the Special Fund Trustee, after making all the transfers required to be made in accordance with the Year-End Tax Increment Bonds Certificate, on the first business day following said date, to transfer amounts in the Tax Increment Fund to the IFD Administrative Costs Account, the IFD Remainder Account or such other account (including the debt service reserve account for the Tax Increment Bonds, if needed) identified by the Port.

(e) Upon compliance with the conditions stated in the preceding subsection (d), amounts in the Tax Increment Fund as of such date shall be available for any purpose identified by the Port in a written certificate executed by an Authorized Officer.

(f) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the accounts in the Tax Increment Bonds Account.

17. Deposits in and Distributions from the Affordable Housing (Jobs/Housing Equivalency Fees) Account.

(a) The Special Fund Trustee shall deposit funds from time to time in the Affordable Housing (Jobs/Housing Equivalency Fees) Account as directed by the Port in a written certificate executed by an Authorized Officer.

(b) The Special Fund Trustee shall disburse proceeds from the Affordable Housing (Jobs/Housing Equivalency Fees) Account of the Impact Fees Fund to Vertical Developer(s) constructing residential rental buildings in accordance with a written requisition of the Port 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 Affordable Housing (Jobs/Housing Equivalency Fees) Account of the Impact Fees Fund.

18. Deposits in and Distributions from the Childcare Equivalency Fees Account.

(a) The Special Fund Trustee shall deposit funds from time to time in the Childcare Equivalency Fees Account as directed by the Port in a written certificate executed by an Authorized Officer.

(b) The Special Fund Trustee shall withdraw and apply moneys in the Childcare Equivalency Fees Account of the Impact Fees Fund in accordance with a written requisition of the Port 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 Childcare Equivalency Fees Account of the Impact Fees Fund.

19. Deposits in and Distributions from the Master Marketing Fund.

(a) The Special Fund Trustee shall deposit funds from time to time in the Master Marketing Fund and the accounts therein as directed by the Port in a written certificate executed by an Authorized Officer.

(b) The Special Fund Trustee shall disburse moneys in the Master Marketing Fund to Developer in accordance with a written requisition of the Port executed by an Authorized Officer in substantially the form of Exhibit L.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the Master Marketing Fund.

20. Deposits in and Distributions from the CFD Administrative Costs Account.

(a) The Special Fund Trustee shall deposit funds from time to time in the CFD Administrative Costs Account as directed by the Port in a written certificate executed by an Authorized Officer.

(b) The Special Fund Trustee shall withdraw and apply moneys in the CFD Administrative Costs Account in accordance with a written requisition of the Port 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 CFD Administrative Costs Account.

21. Deposits in and Distributions from the IFD Administrative Costs Account.

(a) The Special Fund Trustee shall deposit funds from time to time in the IFD Administrative Costs Account as directed by the Port in a written certificate executed by an Authorized Officer.

(b) The Special Fund Trustee shall withdraw and apply moneys in the IFD Administrative Costs Account in accordance with a written requisition of the Port 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 IFD Administrative Costs Account.

22. 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 the Port in any lawful investment for Port funds. The Special Fund Trustee may rely on the written direction of the Port 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 the Port or otherwise made in accordance with this subsection (a).

(b) Reporting of Earnings and Balances. The Special Fund Trustee shall provide monthly reports to the Port with a copy to the Finance Director and the Developer 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.

23. 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 Port 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 Port 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 Port 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 Port agrees:

(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 23(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 the Port 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 the Port 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 Port

shall provide to the Special Fund Trustee an incumbency certificate listing the Authorized Officers (who, the Port hereby notifies 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 Port whenever a person is to be added or deleted from the listing. If the Port elects 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 Port understands and agrees 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 Port shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Special Fund Trustee and that the Port 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 Port. 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 Port agrees: (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 Port; (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 Port and its respective agents and representatives duly authorized in writing, at reasonable hours and under reasonable conditions.

24. Resignation or Removal of Special Fund Trustee.

(a) The Special Fund Trustee may resign at any time by giving written notice to the Port, and the Port shall promptly appoint a successor trustee.

(b) The Port 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 Port 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 Port 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.

25. Information; Books and Accounts.

The Special Fund Trustee shall provide to the Port and Finance Director such information relating to the funds and accounts maintained by the Special Fund Trustee hereunder as the Port 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 Port or its representatives duly authorized in writing.

26. 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 Port if it becomes aware of any such fact during the term of this Agreement.

27. Proprietary or Confidential Information of Port and City.

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 Port, 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 Port. The Special Fund Trustee agrees that all information disclosed by the City or the Port 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 City, including the Port, 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.

28. 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 City and the Port. However, the Special Fund Trustee may retain and use copies for reference and as documentation of its experience and capabilities.

29. 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 City and the Port. 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 City and the Port, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City and the Port, the Special Fund Trustee may retain and use copies of such works for reference and as documentation of its experience and capabilities.

30. Audit and Inspection of Records.

The Special Fund Trustee agrees to maintain and make available to the City and/or the Port, during regular business hours, accurate books and accounting records relating to its work under this Agreement. The Special Fund Trustee will permit the City and/or the Port 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 City and/or the Port by this Section.

31. Subcontracting.

The Special Fund Trustee is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by the Port 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.

32. 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 Port by written instrument executed and approved in the same manner as this Agreement.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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 Port and/or the City are 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 Port the names of the persons required to be informed.

44. 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 41(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 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, Port and/or City 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 Port and the City 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 Port and City's consideration for this Agreement. The Port and/or the City in either's sole discretion shall determine whether such a breach has occurred. The Port, the City 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 Port and the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, 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, the Port and/or 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 Port and the City.

(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 Port, the CFD and the IFD 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 Port, the CFD and the IFD to exceed \$25,000 in the fiscal year.

45. 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.

46. 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.

47. 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.

48. 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 Port, the City and this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the Port and/or the City 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.

49. 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 the Port or 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 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 Port and the City 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 Port and the City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by the Port and the City because of the Special Fund Trustee's failure to comply with this provision.

50. 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 Port's and 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 Port and the City and County and its 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.).

51. Slavery Era Disclosure.

(a) The Special Fund Trustee acknowledges that this Agreement shall not be binding upon the Port or 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 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 Port or the City.

(c) The Special Fund Trustee shall maintain records necessary for monitoring its compliance with this provision.

52. 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 Port and/or the City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at the Port and/or the City's request, must be supervised by the Special Fund Trustee.

53. Responsibility for Equipment.

Neither the Port nor the City 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 Port or the City.

54. 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 Port or the City under this Agreement. The Special Fund Trustee or any agent or employee of the Special Fund Trustee shall not have employee status with the Port or 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 Port or the City may offer its 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 Port and/or the City 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 Port or the City 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. Neither the Port

nor the City 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 Port or the City, 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 Port or the City, 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 Port or the City, upon notification of such fact by Port and/or City, Contractor shall promptly remit such amount due or arrange with the Port and/or the City, 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 Port or the City. 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 Port's and City's financial liability so that Port's and City's 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.

55. 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 Port or the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the Port or 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 Port or the City; (c) conspires to defraud the Port or the City by getting a false claim allowed or paid by the Port or 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 Port or the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the Port or the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the Port and/or the City, as applicable, within a reasonable time after discovery of the false claim.

56. Special Fund Trustee's Compliance with City Business and Tax Regulations Code 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 Port or City is required to make to Special Fund Trustee under this Agreement is withheld, then neither Port nor City will not 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.

57. 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 Port or City 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.

58. 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 25 through 57 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.

59. Non-Waiver of Rights.

The omission by the Port or the City 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 Port and/or the City is entitled, nor shall it in any way affect the right of the Port and/or the City to enforce such provisions thereafter.

60. 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.

61. Execution in Several Counterparts.

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 Port, the City, and the Special Fund Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

62. 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.

63. 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 Port: Pier 1
San Francisco Port Commission
San Francisco, CA 94111
Attention: Executive Director

The Special Fund Trustee: Zions Bancorporation, National Association
Corporate Trust Department
550 South Hope Street, Suite 2875
Los Angeles, CA 90071

64. Amendments.

This Agreement may not be effectively amended, changed, modified, altered or terminated except in writing, executed by the Port, in its proprietary capacity and as agent of the IFD and CFD, and the Special Fund Trustee. The Special Fund Trustee shall execute any amendment to this Agreement as requested by the Port 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 Port, in its proprietary capacity and as agent of the IFD and CFD, has caused this Agreement to be signed in its name by its duly authorized officer, 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.

**CITY AND COUNTY OF SAN FRANCISCO
ACTING BY AND THROUGH THE SAN
FRANCISCO PORT COMMISSION**, as agent
of the IFD and CFD and in its proprietary capacity

DocuSigned by:
Elaine Forbes
By: _____
BD2F0B693FFE43F...
Its: Executive Director

**ZIONS BANCORPORATION,
NATIONAL ASSOCIATION**,
a national banking association,
as Special Fund Trustee

DocuSigned by:
Christine Green
By: _____
B4E839389491405...
Christine Green
Trust Officer
Zions Bank Division

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

DocuSigned by:
A. Mathai-Jackson
By: _____
1A66EF23A2B745B...
A. Mathai-Jackson
Deputy City Attorney

EXHIBIT A
FORM OF
OFFICER’S CERTIFICATE REQUESTING DISBURSEMENT FROM DRP 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 _____, 20__ (the “Agreement”), by and between the City and County of San Francisco acting by and through the San Francisco Port Commission (“Port”) 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”).

(ii) Under Section 5 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the [Project/Additional Return Reserve] Account of the DRP 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 obligations 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 as though given by the Port 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 DRP 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 Officers Certificate previously filed by requesting disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN FRANCISCO
ACTING BY AND THROUGH THE SAN
FRANCISCO PORT COMMISSION

By: _____
Name: _____
Title: _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount from Port Account

EXHIBIT B

**FORM OF
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM
FACILITIES SPECIAL TAXES ACCOUNT OF THE 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 _____, 20__ (the "Agreement"), by and between the City and County of San Francisco acting by and through the San Francisco Port Commission (the "Port"), as agent of the IFD and CFD, 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").

(ii) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the listed amounts from the following subaccounts of the Special Tax Fund to the CFD Administrative Costs Account of the Administrative Costs Fund:

(A) Development Special Taxes Subaccount: \$_____

(B) Office Special Taxes Subaccount: \$_____

(C) Shoreline Zone 1 Special Taxes Subaccount: \$_____.

(iii) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amounts, constituting the collection of delinquencies in the payment of Development Special Taxes, from the Development Special Taxes Subaccount to the following accounts established under the specified Indenture: **[to come]**

(iv) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amounts, constituting the prepayment of Development Special Taxes, from the Development Special Taxes Subaccount to the following accounts established under the specified Indenture: **[to come]**

(v) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amount from the Development Special Taxes Subaccount to the Mello-Roos Bonds Account (Development Special Taxes): \$_____.

(vi) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amounts, constituting the collection of delinquencies in the payment of Office Special Taxes, from the Office Special Taxes Subaccount to the following accounts established under the specified Indenture: **[to come]**

(vii) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amounts, constituting the prepayment of Office Special Taxes, from the Office Special Taxes Subaccount to the following accounts established under the specified Indenture: **[to come]**

(viii) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amount from the Office Special Taxes Subaccount to the Mello-Roos Bonds Account (Office Special Taxes): \$_____.

(ix) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amounts, constituting the collection of delinquencies in the payment of Shoreline Zone 1 Special Taxes, from the Shoreline Zone 1 Special Taxes Subaccount to the following accounts established under the specified Indenture: **[to come]**

(x) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amounts, constituting the prepayment of Zone 1 Special Taxes, from the Zone 1 Special Taxes Subaccount to the following accounts established under the specified Indenture: **[to come]**

(xi) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amount from the Shoreline Zone 1 Special Taxes Subaccount to the Mello-Roos Bonds Account (Shoreline Zone 1 Special Taxes):
\$_____.

(xii) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amount from the Shoreline Zone 2 Special Taxes Subaccount to the Mello-Roos Bonds Account (Shoreline Zone 2 Special Taxes):
\$_____.

(xiii) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the specified Subaccount of the Facilities Special Tax Account of the 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 the costs described on attached Schedule A in accordance with the Financing Plan.

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 as though given by the Port 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.

(xiv) The proposed requisition from the specified subaccount of the Facilities Special Tax Account of the Special Tax Fund and expenditure of such moneys complies with the Financing Plan.

(xv) No portion of the amount herein requested to be disbursed was set forth in any Officers Certificate previously filed by requesting disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN FRANCISCO
ACTING BY AND THROUGH THE SAN
FRANCISCO PORT COMMISSION, AS AGENT
OF THE CFD

By: _____
Name: _____
Title: _____

SCHEDULE A

Applicable Subaccount: _____

Payee Name and Address	Purpose of Obligation	Amount to be Distributed

EXHIBIT C

**FORM OF
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM
SHORELINE ZONE 2 SPECIAL TAXES ACCOUNT OF 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 _____, 20__ (the "Agreement"), by and between the City and County of San Francisco acting by and through the San Francisco Port Commission ("Port"), as agent of the IFD and CFD, 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").

(ii) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer \$_____ from the Shoreline Zone 2 Special Taxes Subaccount of the Special Tax Fund to the CFD Administrative Costs Account of the Administrative Costs Fund.

(iii) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amounts, constituting the collection of delinquencies in the payment of Shoreline Zone 2 Special Taxes, from the Shoreline Zone 2 Special Taxes Subaccount to the following accounts established under the specified Indenture: **[to come]**

(iv) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amounts, constituting the prepayment of Shoreline Zone 2 Special Taxes, from the Shoreline Zone 2 Special Taxes Subaccount to the following accounts established under the specified Indenture: **[to come]**

(v) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amount from the Shoreline Zone 2 Special Taxes Subaccount to the Mello-Roos Bonds Account (Shoreline Zone 2 Special Taxes): \$_____.

(vi) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Shoreline Zone 2 Special Taxes Account of the 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 the costs described on attached Schedule A in accordance with the Financing Plan.

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 as though given by the Port 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.

(vii) The proposed requisition from the Shoreline Zone 2 Special Taxes Account of the Special Tax Fund and expenditure of such moneys complies with the Financing Plan.

(viii) No portion of the amount herein requested to be disbursed was set forth in any Officers Certificate previously filed by requesting disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN FRANCISCO
ACTING BY AND THROUGH THE SAN
FRANCISCO PORT COMMISSION, AS AGENT
OF THE CFD

By: _____
Name: _____
Title: _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount to be Distributed

EXHIBIT D
FORM OF
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM
SERVICES ACCOUNT OF THE 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 _____, 20__ (the "Agreement"), by and between the City and County of San Francisco acting by and through the San Francisco Port Commission ("Port"), as agent of the IFD and CFD, 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").

(ii) Under Section 7 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer \$_____ from the Services Account of the Special Tax Fund to the CFD Administrative Costs Account of the Administrative Costs Fund.

(iii) Under Section 7 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Services Account of the 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 Ongoing Maintenance Costs 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 as though given by the Port 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 proposed requisition from the Services Account of the Special Tax Fund and expenditure of such moneys complies with the Financing Plan.

(v) No portion of the amount herein requested to be disbursed was set forth in any Officers Certificate previously filed by requesting disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN FRANCISCO
ACTING BY AND THROUGH THE SAN
FRANCISCO PORT COMMISSION, AS AGENT
OF THE CFD

By: _____
Name: _____
Title: _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount from Services Account

EXHIBIT E
FORM OF
OFFICER’S CERTIFICATE REQUESTING DISBURSEMENT FROM
CFD REMAINDER ACCOUNT OF THE 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 _____, 20__ (the “Agreement”), by and between the City and County of San Francisco acting by and through the San Francisco Port Commission (“Port”), as agent of the IFD and CFD, 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”).

(ii) Under Section 8 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the subaccounts of the CFD Remainder Account of the 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 the costs described on attached Schedule A in accordance with the Financing Plan.

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 as though given by the Port 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 CFD Remainder Account of the Special Tax 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 Officers Certificate previously filed by requesting disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN FRANCISCO
ACTING BY AND THROUGH THE SAN
FRANCISCO PORT COMMISSION, AS AGENT
OF THE CFD

By: _____
Name: _____
Title: _____

SCHEDULE A

Applicable Subaccount: _____

Payee Name and Address	Purpose of Obligation	Amount to be Distributed

EXHIBIT F
FORM OF
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM THE TAX
INCREMENT 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 _____, 20__ (the "Agreement"), by and between the City and County of San Francisco acting by and through the San Francisco Port Commission ("Port"), as agent of the IFD and CFD, 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").

(ii) Under Section 9 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer \$_____ from the Project Account of the Tax Increment Fund to the IFD Administrative Costs Account of the Administrative Costs Fund.

(iii) Under Section 9 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer \$_____ from the Waterfront Set-Aside Account of the Tax Increment Fund to the IFD Administrative Costs Account of the Administrative Costs Fund.

(iv) Under Section 9 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the applicable account in the Tax Increment 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 [Project Payment Obligation consisting of the Developer Balance to Developer and the Port Balance to the Port, and/or Horizontal Development Costs]/[Horizontal Improvements], 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 as though given by the Port 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 Tax Increment Fund 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 Officers Certificate previously filed by requesting disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN FRANCISCO
ACTING BY AND THROUGH THE SAN
FRANCISCO PORT COMMISSION, AS AGENT
OF THE IFD

By: _____
Name: _____
Title: _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount from Project Account of the Tax Increment Fund	Amount from the Waterfront Set-Aside Account of the Tax Increment Fund

EXHIBIT G

**FORM OF
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM
IFD REMAINDER ACCOUNT OF THE TAX INCREMENT 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 _____, 20__ (the "Agreement"), by and between the City and County of San Francisco acting by and through the San Francisco Port Commission ("Port"), as agent of the IFD and CFD, 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").

(ii) Under Section 10 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the subaccounts of the IFD Remainder Account of the Tax Increment 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 the costs described on attached Schedule A in accordance with the Financing Plan.

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 as though given by the Port 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 IFD Remainder Account of the Tax Increment 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 Officers Certificate previously filed by requesting disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN FRANCISCO
ACTING BY AND THROUGH THE SAN
FRANCISCO PORT COMMISSION, AS AGENT
OF THE IFD

By: _____
Name: _____
Title: _____

SCHEDULE A

Applicable Subaccount: _____

Payee Name and Address	Purpose of Obligation	Amount to be Distributed

EXHIBIT H
FORM
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM
CFD ADMINSTRATIVE 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 _____, 20__ (the "Agreement"), by and between the City and County of San Francisco acting by and through the San Francisco Port Commission ("Port"), as agent of the IFD and CFD, 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").

(ii) Under Section 20 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the CFD Administrative Costs 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, 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 as though given by the Port 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 CFD Administrative Costs 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 Officers Certificate previously filed by requesting disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN FRANCISCO
ACTING BY AND THROUGH THE SAN
FRANCISCO PORT COMMISSION, AS AGENT
OF THE CFD

By: _____
Name: _____
Title: _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount from CFD Administrative Costs Account

EXHIBIT I
FORM
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM
IFD 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 _____, 20__ (the "Agreement"), by and between the City and County of San Francisco acting by and through the San Francisco Port Commission ("Port"), as agent of the IFD and CFD, and Zions Bancorporation, a national banking association organized and existing under the laws of the United States of America (the "Special Fund Trustee").

(ii) Under Section 21 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the IFD Administrative Costs 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, 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 as though given by the Port 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 IFD Administrative Costs 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 Officers Certificate previously filed by requesting disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN FRANCISCO
ACTING BY AND THROUGH THE SAN
FRANCISCO PORT COMMISSION, AS AGENT
OF THE IFD

By: _____
Name: _____
Title: _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount from IFD Administrative Costs Account

EXHIBIT J
FORM OF
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM
BONDS FUND OF THE SPECIAL FUND TRUST 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 _____, 20__ (the "Agreement"), by and between the City and County of San Francisco acting by and through the San Francisco Port Commission ("Port"), as agent of the IFD and CFD, 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").

(ii) Under Sections 11, 12, 13, and 14 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the listed amounts from the following subaccounts of the Bonds Fund to the CFD Administrative Costs Account of the Administrative Costs Fund:

- (A) Mello-Roos Bonds Account (Development Special Taxes): \$_____ [Development Special Taxes can only pay for limited administrative costs]
- (B) Mello-Roos Bonds Account (Office Special Taxes): \$_____
- (C) Mello-Roos Bonds Account (Shoreline Zone 1 Special Taxes): \$_____
- (D) Mello-Roos Bonds Account (Shoreline Zone 2 Special Taxes): \$_____.

(iii) Under Sections 15 and 16 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the listed amounts from the following subaccounts of the Bonds Fund to the IFD Administrative Costs Account of the Administrative Costs Fund:

- (A) Mello-Roos Bonds Account (Tax Increment): \$_____
- (B) Tax Increment Bonds Account: \$_____.

(iv) Under Section 11 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amount from the Mello-Roos Bonds Account (Development Special Taxes) to the Development Special Taxes Subaccount of the CFD Remainder Account: \$_____.

(v) Under Section 12 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amount from the Mello-Roos Bonds Account (Office Special Taxes) to the Office Special Taxes Subaccount of the CFD Remainder Account: \$_____.

(vi) Under Section 13 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amount from the Mello-Roos Bonds Account (Shoreline Zone 1 Special Taxes) to the Shoreline Zone 1 Special Taxes Subaccount of the CFD Remainder Account: \$_____.

(vii) Under Section 14 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amount from the Mello-Roos Bonds Account

(Shoreline Zone 2 Special Taxes) to the Shoreline Zone 2 Special Taxes Subaccount of the CFD Remainder Account: \$_____.

(viii) Under Section 15 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amounts from the Mello-Roos Bonds Account (Tax Increment) to the IFD Remainder Account of the Tax Increment Fund.

(ix) Under Section 16 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the following amounts from the Tax Increment Bonds Account to the IFD Remainder Account of the Tax Increment Fund.

(x) The proposed requisition from the specified subaccount of the Bond Fund and expenditure of such moneys complies with the Financing Plan.

(xi) No portion of the amount herein requested to be disbursed was set forth in any Officers Certificate previously filed by requesting disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement. Any amount requested to be paid by the Special Fund Trustee by wire transfer shall only be wired to an account maintained within the United States.

Dated:

CITY AND COUNTY OF SAN FRANCISCO
ACTING BY AND THROUGH THE SAN
FRANCISCO PORT COMMISSION, AS AGENT
OF THE IFD AND CFD

By: _____
Name: _____
Title: _____

SCHEDULE A

Applicable Subaccount: _____

Payee Name and Address	Purpose of Obligation	Amount to be Distributed

EXHIBIT K
FORM OF
OFFICER’S CERTIFICATE REQUESTING DISBURSEMENT FROM
THE IMPACT FEES 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 _____, 20__ (the “Agreement”), by and between the City and County of San Francisco acting by and through the San Francisco Port Commission (“Port”) 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”).

(iii) Under Section [17/18] of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the [Affordable Housing (Jobs/Housing Equivalency Fees) Account / Childcare Equivalency Fees Account] of the Impact Fees 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 amounts, 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 as though given by the Port 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 proposed requisition from the Impact Fees Fund and expenditure of such moneys complies with the Financing Plan.

(v) No portion of the amount herein requested to be disbursed was set forth in any Officers Certificate previously filed by requesting disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN FRANCISCO
ACTING BY AND THROUGH THE SAN
FRANCISCO PORT COMMISSION

By: _____
Name: _____
Title: _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount to be Distributed

EXHIBIT L
FORM OF
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM
MASTER MARKETING 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 _____, 20__ (the "Agreement"), by and between the City and County of San Francisco acting by and through the San Francisco Port Commission ("Port") 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").

(ii) Under Section 19 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Master Marketing 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 pursuant to 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 as though given by the Port 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 Master Marketing 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 Officers Certificate previously filed by requesting disbursement.

Capitalized terms used herein but not defined herein have the meaning given them in the Agreement.

Dated:

CITY AND COUNTY OF SAN FRANCISCO
ACTING BY AND THROUGH THE SAN
FRANCISCO PORT COMMISSION

By: _____
Name: _____
Title: _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount to be Distributed