

No fees pursuant to R+T Code 11922

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

JONES HALL, A PROFESSIONAL LAW CORPORAT
650 California Street, 18th Floor
San Francisco, California 94108
ATTENTION: Stephen G. Melikian, Esq.

San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2014-J890748-00

Acct 25-NO CHARGE DOCUMENT
Wednesday, JUN 04, 2014 09:29:40
Ttl Pd \$0.00 Rcpt # 0004950382
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APN: 5262-009 1758 Derold Ave
5731-003
5733A-001,002
5734-002,003
5286A-006,004
1032-001
3753-313
4277-013
2353-002
3513-008,081

SITE LEASE

Dated as of February 1, 2014

between the

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

and

**U.S. BANK NATIONAL ASSOCIATION,
in its capacity as Trustee,
as lessee**

NO DOCUMENTARY TRANSFER TAX DUE. This Site Lease is recorded for the benefit of the City and County of San Francisco and the recording is exempt under Section 27383 of the California Government Code and Section 11928 of the California Revenue and Taxation Code.

DOCUMENTARY TRANSFER TAX \$ 0.00
☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.

Signature of declarant or agent determining tax - firm name

*36
076*

SITE LEASE

THIS SITE LEASE, dated as of February 1, 2014 (as amended, supplemented or modified from time to time, this "Site Lease"), is made between the CITY AND COUNTY OF SAN FRANCISCO, a charter city and county duly organized and existing under the laws and the Constitution of the State of California (the "City"), as lessor, and the U.S. BANK NATIONAL ASSOCIATION, a national banking association, solely in its capacity as Trustee (the "Trustee") under the Trust Agreement dated as of February 1, 2014 (as amended, supplemented or modified from time to time, the "Trust Agreement") between the City and the Trustee), as lessee.

AGREEMENT:

In consideration of the mutual promises and agreements herein contained, the parties hereto agree and covenant as follows:

Section 1. Definitions.

All capitalized terms used herein without definition have the meanings given to such terms in the Sublease, dated as of the date hereof, between the Trustee and the City (as amended, supplemented or modified from time to time, the "Sublease").

Section 2. Property.

The City hereby leases to the Trustee those parcels of real property, together with the buildings and improvements thereon owned by the City, located in the City and County of San Francisco, California, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"), subject to the terms hereof and subject to any and all covenants, conditions, reservations, exceptions and other matters which are of record.

Section 3. Ownership.

The City represents and covenants that it is the sole owner of and holds fee title to the Property free and clear of any encumbrances other than Permitted Encumbrances, and has full power and authority to enter into this Site Lease and the Sublease.

Section 4. Term.

With respect to each Component, the term of this Site Lease will begin on the date of recordation hereof and end on the earlier to occur of: (a) the date set forth with respect to such Component in Exhibit B to the Sublease; or (b) the date of termination of the Sublease with respect to such Component as provided in Section 2.2 thereof. Notwithstanding anything to the contrary contained herein, if, at any time on or prior to the final maturity of all outstanding Commercial Paper Certificates, there remain outstanding any obligations owed to the Banks, the term of this Site Lease with respect to each Component subject to this Site Lease at such time will be extended to correspond to the extension of the Sublease as provided in Section 2.2 of the Sublease.

Section 5. Rent.

The Trustee will pay to the City an advance rent of \$1.00 as full consideration for this Site Lease over its term, the receipt of which is hereby acknowledged by the City.

Section 6. Purpose.

The Trustee will use the Property for the purposes described in the Sublease and for such other purposes as may be incidental thereto.

Section 7. Assignment and Lease.

The Trustee will not assign, mortgage, hypothecate or otherwise encumber this Site Lease or any rights hereunder or the leasehold created hereby by trust agreement, indenture or deed of trust or otherwise or sublet the Property or any Component without the written consent of the City (unless a default or Event of Default under the Sublease or the Trust Agreement has occurred and is continuing, in which case the consent of the City is not required), except that the City expressly approves and consents to the Sublease and the Trust Agreement, the pledge of the Trustee's right, title and interest in and to this Site Lease and the Sublease, including the Base Rentals and other payments under the Sublease to the Trustee, the Delivery and Paying Agent and the Banks as provided in the Trust Agreement and the Reimbursement Agreements.

Section 8. Right of Entry.

The City reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time.

Section 9. Expiration.

The Trustee agrees, upon the expiration of this Site Lease, to quit and surrender the Property.

Section 10. Quiet Enjoyment.

The Trustee at all times during the term of this Site Lease will peaceably and quietly have, hold and enjoy all of the Property.

Section 11. Taxes.

The City covenants and agrees to pay any and all taxes and assessments levied or assessed upon the Property and improvements thereon.

Section 12. Eminent Domain.

If the Property or any Component is taken under the power of eminent domain, the interest of the Trustee will be recognized and is hereby determined to be the aggregate amount of unpaid Base Rental and Additional Rental with respect to the Property or Component under the Sublease through the remainder of its term (excluding any contingent or potential liabilities), and such proceeds will be paid to the Trustee in accordance with the terms of the Sublease and the Trust Agreement.

Section 13. Default.

In the event that the Trustee defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, the City may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease will be deemed to occur as a result thereof; except that the City has no power to terminate this Site Lease by reason of any default on the part of the Trustee if the termination would prejudice the exercise of the remedies provided in Section 7.2 of the Sublease.

In furtherance of the foregoing, the City and the Trustee agree that: (i) the City will simultaneously mail to the Banks a copy of any notice given by the City to the Trustee; and (ii) prior to taking any action upon a default by the Trustee in the performance of any obligation under the terms of this Site Lease, the City will provide written notice thereof to the Banks and thereupon the Banks will have the right, but not the obligation, to cure any such default. In that connection, the City will not take action to effect a termination of this Site Lease or to re-enter or take possession of the Property or any Component as a consequence of such default except upon the prior written direction of the Banks. Furthermore, if this Site Lease is rejected or disaffirmed pursuant to any bankruptcy law or other law affecting creditors' rights or if this Site Lease is terminated for any other reason whatsoever, the City will use its best efforts to enter into a new lease of the Property at the request of the Banks for the remainder of the term of this Site Lease, effective as of the date of such rejection or disaffirmance or termination. So long as any Credit Facility is in effect or any obligations payable by the City to the Banks under the Reimbursement Agreements remain unsatisfied, (i) the City will not accept a voluntary surrender of this Site Lease and (ii) this Site Lease will not be modified in any material respect without, in each case, the prior written consent of the Banks.

Section 14. Notices.

All notices, requests, demands or other communications under this Site Lease by any person must be in writing and will be sufficiently given on the date of service if served personally upon the person to whom notice is to be given or on receipt if sent by telex or other telecommunication facility or courier or if mailed by registered or certified mail, return receipt requested, postage prepaid, and properly addressed as follows:

City: City and County of San Francisco
City Hall, 1 Dr. Carlton B. Goodlett Place,
Room 316
San Francisco, California 94102
Attention: City Controller

Trustee: U.S. Bank National Association
One California Street, Suite 1000
San Francisco, California 94111
Attention: Corporate Trust Services
Facsimile: (415) 677-3769

or to such other address or addresses as any such person has designated to the other by notice given in accordance with the provisions of this Section 14.

Copies of any such notices, requests, demands or other communications under this Site Lease given by either the City or the Trustee will be provided to each of the Trustee, at the address specified above in this Section 14, and to the Banks as follows:

Bank: State Street Bank and Trust Company
Loan Operation Department
Mailstop: CPH0453
100 Huntington Ave
Tower 1, 4th Floor
Boston, Massachusetts 02116
Attn: Standby Letter of Credit Operation - David Pennybaker
Telephone: (617) 937-8805
Facsimile: (617) 988-6674

With a copy to: State Street Bank and Trust Company
One Lincoln Street, 5th Floor
Boston, Massachusetts 02111
Attention: Mimi Li
Telephone: (617) 664-3196
Facsimile: (617)-946-0188

or to such other address or addresses as the Banks have designated to the City and the Trustee by notice given in accordance with the provisions of this Section 14.

Section 15. Partial Invalidity.

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

Section 16. Governing Law; Venue.

This Site Lease is made in the State under the Constitution and laws of the State and is to be so construed. If any party to this Site Lease initiates any legal or equitable action to enforce the terms of this Site Lease, to declare the rights of the parties under this Site Lease or which relates to this Site Lease in any manner, each such party agrees that the place of making and for performance of this Site Lease is the City and County of San Francisco, State of California, and the proper venue for any such action is any court of competent jurisdiction.

Section 17. Amendments.

This Site Lease may be amended only in accordance with and as permitted by the terms of Section 7.02 of the Trust Agreement.

Section 18. Execution in Counterparts.

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

Section 19. Local Business Enterprise Utilization; Liquidated Damages.

a. The LBE Ordinance

The Trustee will comply with all the requirements of the Disadvantaged Business Enterprise Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase the Trustee's obligations or liabilities, or materially diminish the Trustee's rights, under this Site Lease. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Site Lease as though fully set forth in this section. The Trustee's willful failure to comply with any applicable provision of the LBE Ordinance is a material breach of the Trustee's obligations under this Site Lease and will entitle City, subject to any applicable notice and cure provisions set forth in this Site Lease, to exercise any of the remedies provided for under this Site Lease, under the LBE Ordinance or otherwise available at law or in equity, which remedies will be cumulative unless this Site Lease expressly provides that any remedy is exclusive. In addition, the Trustee will 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

1. Enforcement

If The 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 Site Lease pertaining to LBE participation, The Trustee will be liable for liquidated damages in an amount equal to The Trustee's net profit on this Site Lease, or 10% of the total amount of this Site Lease, 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 Trustee authorized in the LBE Ordinance, including declaring the Trustee to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Trustee's DBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Site Lease, The Trustee acknowledges and agrees that any liquidated damages assessed by the Director of the HRC will be payable to City upon demand. The Trustee further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to the Trustee on any contract with City.

The 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 Site Lease, and will make such records available for audit and inspection by the Director of HRC or the Controller upon request.

Section 20. Nondiscrimination; Penalties.

a. Trustee Will Not Discriminate

In the performance of this Site Lease, the Trustee agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor 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 Trustee will incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and will require all subcontractors to comply with such provisions. The Trustee's failure to comply with the obligations in this subsection will constitute a material breach of this Site Lease.

c. Nondiscrimination in Benefits

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

d. Condition to Contract

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

e. Incorporation of Administrative Code Provisions by Reference

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

Section 21. MacBride Principles—Northern Ireland.

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

Section 22. Tropical Hardwood and Virgin Redwood Ban.

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

Section 23. Drug-Free Workplace Policy.

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

Section 24. Compliance with Americans with Disabilities Act.

The 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 contractor, must be accessible to the disabled public. The Trustee will provide the services specified in this Site Lease in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. The Trustee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Site Lease and further agrees that any violation of this prohibition on the part of the Trustee, its employees, agents or assigns will constitute a material breach of this Site Lease.

Section 25. Sunshine Ordinance.

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, will 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.

Section 26. Limitations on Contributions.

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

Section 27. Requiring Minimum Compensation for Covered Employees.

(a) The Trustee agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Site Lease as though fully set forth. The text of the MCO is available on the web at <http://www.sfgov.org/olse/mco>. A partial listing of some of the Trustee's obligations under the MCO is set forth in this Section. The Trustee is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Site Lease shall have the meanings ascribed to such terms in Chapter 12P.

(b) The MCO requires the Trustee to pay the 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 the Trustee is obligated to keep informed of the then-current requirements. Any subcontract entered into by the Trustee will require the subcontractor to comply with the requirements of the MCO and will contain contractual obligations substantially the same as those set forth in this Section. It is the Trustee's obligation to ensure that any subcontractors of any tier under this Site Lease comply with the requirements of the MCO. If any subcontractor under this Site Lease fails to comply, City may pursue any of the remedies set forth in this Section against the Trustee.

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

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

(f) The Trustee's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Site Lease. The City in its sole discretion will determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Trustee fails to comply with these requirements. The 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 the Trustee's noncompliance. The procedures governing the assessment of liquidated damages will be those set forth in Section 12P.6.2 of Chapter 12P.

(g) The Trustee understands and agrees that if it fails to comply with the requirements of the MCO, the City will 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 Site Lease for violating the MCO, the Trustee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, the Trustee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City will 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 will be exercisable individually or in combination with any other rights or remedies available to the City.

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

Section 28. Requiring Health Benefits for Covered Employees.

Unless exempt, the Trustee agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Site Lease as though fully set forth. The text of the HCAO is available on the web at <http://www.sfgov.org/oca/lwh.htm>. Capitalized terms used in this Section and not defined in this Site Lease will have the meanings assigned to such terms in Chapter 12Q.

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

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

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

(d) Any subcontract entered into by the Trustee will require the subcontractor to comply with the requirements of the HCAO and will contain contractual obligations substantially the same as those set forth in this Section. The Trustee will notify City's Office of Contract Administration when it enters into such a subcontract and will certify to the Office of Contract Administration that it has notified the subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on subcontractor through the subcontract. The Trustee will 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 Trustee based on the subcontractor's failure to comply, provided that City has first provided the Trustee with notice and an opportunity to obtain a cure of the violation.

(e) The Trustee will not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying the City with regard to the 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 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 Trustee will 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 Trustee will keep itself informed of the current requirements of the HCAO.

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

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

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

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

Section 29. Prohibition on Political Activity with City Funds.

In accordance with San Francisco Administrative Code Chapter 12.G, the 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 Site Lease. The Trustee agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event the Trustee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Site Lease, and (ii) prohibit the Trustee from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider the Trustee's use of profit as a violation of this section.

Section 30. Conflict of Interest.

Through its execution of this Site Lease, the Trustee acknowledges that it is familiar with the provisions 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 constitute a violation of said provision and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Site Lease.

Section 31. Earned Income Credit (EIC) Forms.

The Trustee shall comply with Internal Revenue Service regulations, if any, that require the Trustee to notify its employees of EIC. Failure to comply with any requirement contained in of this Section 28 shall constitute a material breach by the Trustee of the terms of this Facilities Lease. If, within thirty (30) days after the Trustee receives written notice of such a breach, the Trustee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, the 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 Facilities Lease or under applicable law.

Section 32. Preservative-treated Wood Containing Arsenic.

The Trustee may not purchase preservative-treated wood products containing arsenic in the performance of this Site Lease 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" will 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 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 Trustee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" will mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

Section 33. Nondisclosure of Private Information.

The Trustee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. The Trustee agrees that any failure of the Trustee to comply with the requirements of Section 12M.2 of this Chapter will be a material breach of this Site Lease, provided that, notwithstanding anything herein or in the Administrative Code to the contrary, the foregoing will not be construed to prohibit (i) disclosure of any and all information that is or becomes publicly known, or information obtained by the Trustee from sources other than the other parties hereto, (ii) disclosure of any and all information (A) if reasonably required to do so by any applicable city, state or federal rule or regulation, (B) to any government agency or regulatory body having or reasonably claiming authority to regulate or oversee any aspects of Trustee's business or that of its affiliates, (C) pursuant to any valid subpoena, civil investigative demand or similar demand or request of any court, regulatory authority, arbitrator or arbitration relating to this Site Lease to which 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 Trustee having a need to know the same, provided that Trustee advises such recipient of the confidential nature of the information being disclosed, or (iii) any other disclosure authorized by the City and this Site Lease.

Section 34. Proprietary or Confidential Information of City.

The Trustee understands and agrees that, in the performance of the work or services under this Site Lease or in contemplation thereof, the Trustee may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. The Trustee agrees that all information disclosed by the City to the Trustee will be held in confidence and used only in performance of the Site Lease provided that, notwithstanding anything in this Site Lease to the contrary, the foregoing will not be construed to prohibit (i) disclosure of any and all information that is or becomes publicly known, or information obtained by the Trustee from sources other than the other parties to this Site Lease, (ii) disclosure of any and all information (A) if reasonably required to do so by any applicable city, state or federal rule or regulation, (B) to any government agency or regulatory body having or reasonably claiming authority to regulate or oversee any aspects of Trustee's business or that of its affiliates, (C) pursuant to any valid subpoena, civil investigative demand or similar demand or request of any court, regulatory authority, arbitrator or arbitration relating to this Site Lease to which Trustee or any affiliate or an officer, director, employer or shareholder is a party or (D) to any affiliate, independent or internal auditor, agent, employee or attorney of Trustee having a need to know the same, provided that Trustee advises such recipient of the confidential nature of the information being disclosed, or (iii) any other disclosure authorized by the City and this Site Lease. The Trustee will exercise the same standard of care to protect such information as a reasonably prudent Trustee would use to protect its own proprietary data.

Section 35. Compliance with Laws.

The Trustee will keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Site Lease, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

Section 36. Works for Hire.

If, in connection with services performed under this Site Lease, the 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 will be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by the Trustee or its subcontractors under this Site Lease are not works for hire under U.S. law, the Trustee hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, the Trustee may retain and use copies of such works for reference and as documentation of its experience and capabilities.

Section 37. Resource Conservation.

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

Section 38. Public Access to Meetings and Records.

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

Section 39. Food Service Waste Reduction Requirements.

Effective June 1, 2007, the Trustee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Site Lease as though fully set forth. This provision is a material term of this Site Lease. By entering into this Site Lease, the Trustee agrees that if it breaches this provision, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, the 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 City will incur based on the violation, established in light of the circumstances existing at the time this Site Lease was made. Such amount will not be considered a penalty, but rather agreed monetary damages sustained by the City because of the Trustee's failure to comply with this provision.

Section 40. Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim will be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim will also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Section 41. Ownership of Results.

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

Section 42. Audit and Inspection of Records.

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

Section 43. Repeal of Administrative Code Provisions.

To the extent that the City repeals any provision of the Administrative Code incorporated, set forth or referenced in Sections 19 through 41 hereof, other than pursuant to a restatement or amendment of any such provision, such provision, as incorporated, set forth or referenced herein, will no longer apply to this Site Lease or the Trustee.

Section 44. Subcontracting.

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

Section 45. Assignment.

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

Section 46. Non-Waiver of Rights.

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

Section 47. No Merger.

If both the Trustee's and the City's estate under this Site Lease or the Sublease or any other lease relating to any Property or any portion thereof at any time by any reason becomes vested in one owner, this Site Lease and the estate created hereby will not be destroyed or terminated by the doctrine of merger unless the City so elects as evidenced by recording a written declaration so stating, and, unless and until the City so elects, the City will continue to have and enjoy all of its rights and privileges as to the separate estates.

Section 48. Third Party Beneficiaries.

The Banks are each a third party beneficiary of this Site Lease with the power to enforce the same until the later of (i) the date the Credit Facilities have terminated and been surrendered to the Banks for cancellation and (ii) the date all amounts payable under the Reimbursement Agreements and the Revolving Bank Certificates have been satisfied in full.

Section 49. Limited Liability of Trustee.

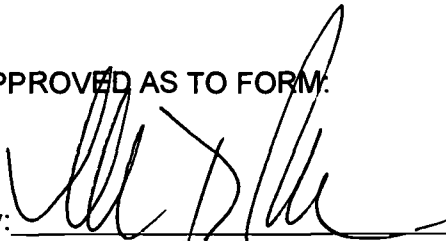
The Trustee is executing this Site Lease solely in its capacity as Trustee under this Trust Agreement, subject to the protections, indemnities and limitations from liability afforded to the Trustee under the Trust Agreement, (ii) nothing contained herein shall be construed as creating any liability on U.S. Bank National Association ("U.S. Bank") individually or personally, to perform any covenant, duty or obligation of any kind contained in this Site Lease, and (iii) under no circumstances shall U.S. Bank be liable for the payment of any fees, costs, indebtedness or expenses related to or arising from the Site Lease or any documents related hereto.

IN WITNESS WHEREOF, the parties have executed this Site Lease as of the date first above written.

CITY AND COUNTY OF SAN FRANCISCO,
as Lessor

By: 
Director of Public Finance
Nadia Sesay

APPROVED AS TO FORM:

By: 
City Attorney

U.S. BANK NATIONAL ASSOCIATION, as
Trustee and Lessee

By: _____
Authorized Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

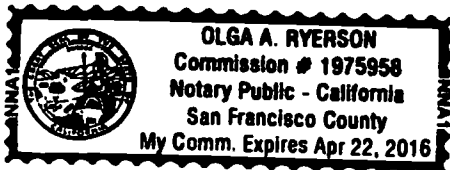
State of California

County of San Francisco

On February 26, 2014 before me, _____
Date

Olga A. Ryerson, a Notary Public,
Here Insert Name and Title of the Officer

personally appeared Nadra Sesay
Name(s) of Signer(s)



Place Notary Seal Above

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Site Lease Document Date: Feb 1, 2014

Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

IN WITNESS WHEREOF, the parties have executed this Site Lease as of the date first above written.

CITY AND COUNTY OF SAN FRANCISCO,
as Lessor

By: _____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

U.S. BANK NATIONAL ASSOCIATION, as
Trustee and Lessee

By: _____
Authorized Officer
Andrew Fung

ACKNOWLEDGMENT

State of California

County of San Francisco)

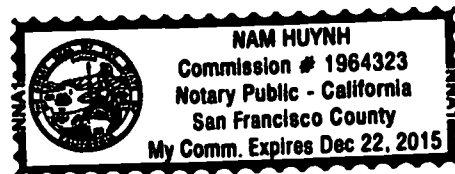
On February 25th, 2014 before me, Nam Huynh - Notary Public
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



March 20, 2013

Exhibit "A"
LEGAL DESCRIPTION
Central Shops

All that certain real property situate in the City and County of San Francisco, State of California, being more particularly described as follows;

BEGINNING at the intersection of the northerly line of Hudson Avenue, as said Avenue existed prior to the vacation of a portion thereof by Ord. 10607, September 23, 1957, B.8-P.239, and the westerly line of Quint Street, as said Street existed prior to the vacation of a portion thereof by Resolution No. 245-78, March 27, 1978, B.10-P18;

thence along the westerly line of said Quint Street, South 35°31'49" West, 560.00 feet to the northerly line of Jerrold Avenue;

thence along said northerly line of Jerrold Avenue, North 54°28'11" West, 313.28 feet to the easterly line of the Rail Road Right-of-Way as described in Resolution No. 5518 (series of 1939), approved May 28, 1946;

thence along said Rail Road Right-of-Way, North 6°17'09" East, 641.80 feet to the Northerly line of said Hudson Avenue extended to the northwest;

thence along said northerly line of Hudson Avenue and the extension thereof, South 54°28'11" East, 626.82 feet to the **POINT OF BEGINNING**.

Containing 6.04 acres, more or less.

A plat showing the above-described parcels is attached herein and made a part hereof as Exhibit "B".

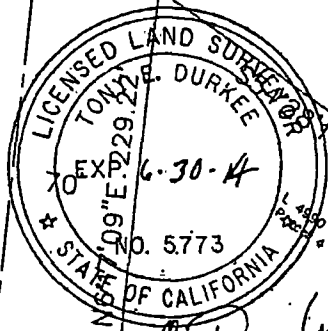
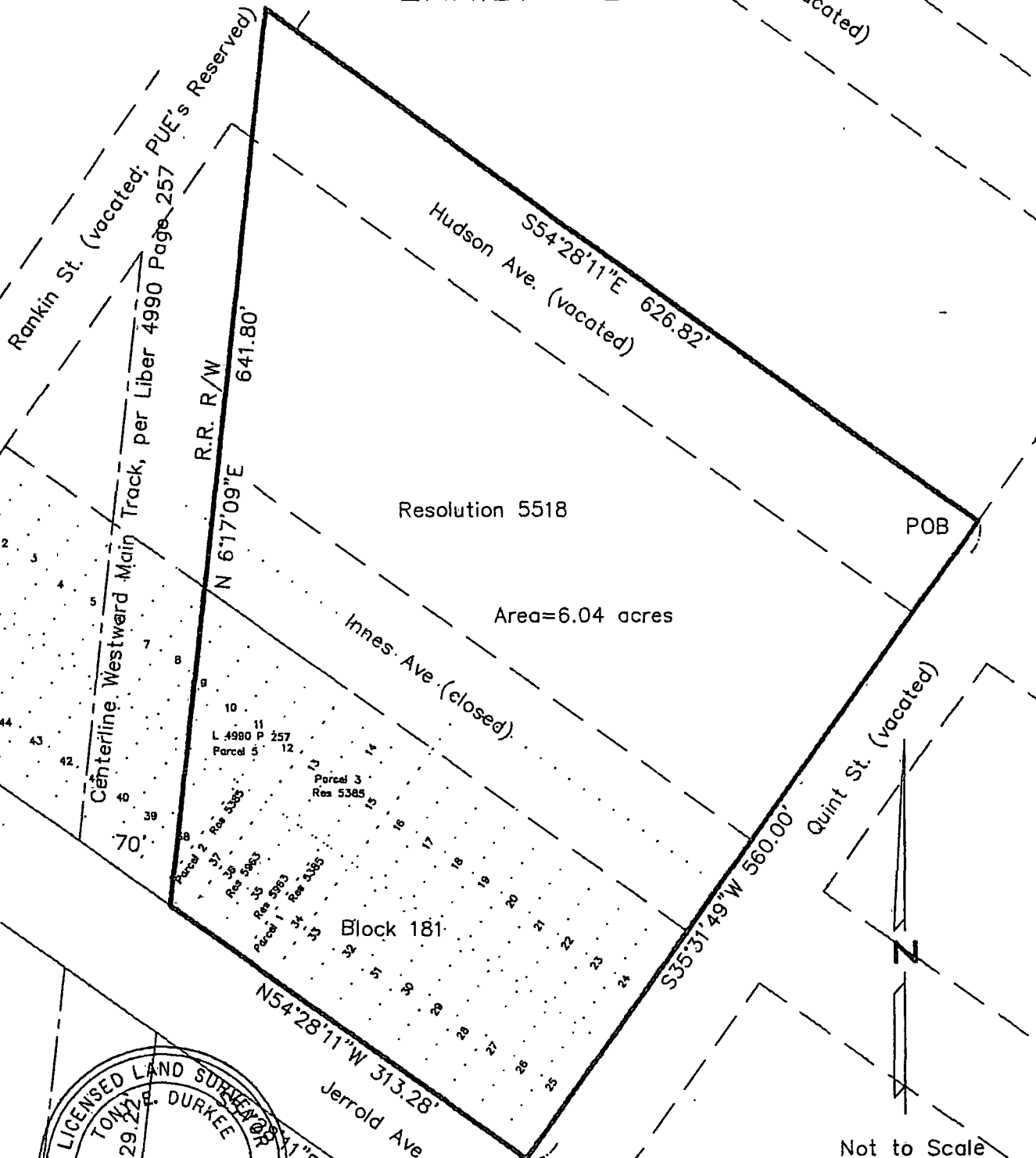
This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

Tony E. Durkee 06-07-13
Tony E. Durkee, PLS 5773

END OF DESCRIPTION



EXHIBIT "B"



Tony E. Durkee
6.7.13

central_shops.dwg 03/20/2013

City and County of San Francisco Public Utilities Commission Real Estate Services
CENTRAL SHOPS Parcel
City and County of San Francisco

EXHIBIT A

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

TRACT A:

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Assessor's Blocks 5731, 5732 and 5733 and portion of Bronte and Bradford Streets, and more particularly described as follows:

Beginning at a point on the Westerly line of Peralta Avenue, a distance thereon South 6.296 feet from the Southerly line of Tompkins Avenue; thence from said point of beginning, Southerly along said Westerly line, South 52.904 feet to the Northwesternly line of Crescent Avenue; thence along said Northwesternly line South 38 degrees 30' 48" West 224.831 feet to the Easterly line of Bradford Street; thence across Bradford Street West 39.500 feet to the Westerly line of said Bradford Street; thence Southerly along said Westerly line South 139.881 feet to the Northerly line of Ogden Avenue; thence Westerly along said Northerly line West 285.000 feet to a point thereon, said point being located East 35.000 feet from the Easterly line of Putnam Street; thence leaving said Northerly line North 8 degrees 30' 00" East 214.620 feet; thence tangent to the preceding course on the arc of a curve to the right having a radius of 163 feet and central of 27 degrees 43' 10" through an arc length of 78.859 feet; thence tangent to the preceding curve on the arc of a curve to the right having a radius of 143 feet and a central angle of 48 degrees 46' 50" through an arc distance of 121.748 feet; thence tangent to the preceding curve North 85 degrees 00' 00" East 301.313 feet to the point of beginning.

The bearing North for the Easterly line of Putnam Street was held as the basis for the bearings shown hereon.

As described in that certain Certificate of Compliance recorded February 4, 1994, as Instrument No. 94-F541139-00, Reel G-062, Image 0331 of Official Records.

Assessor's Parcel No. : Lot 3, Block 5731

EXHIBIT A

(continued)

TRACT B:

Beginning at the point of intersection of the Southeasterly line of Crescent Avenue with the Southwesterly line of San Bruno Avenue and running thence Southwesterly along said line of Crescent Avenue and running thence Southwesterly along said line of Crescent Avenue 353.330 feet to the Easterly line of Bradford Street; thence deflecting 38 degrees 30' 48" to the left and running Southerly 43.526 feet to the Northerly line of Ogden Avenue; thence at a right angle Easterly 53.948 feet to the Northwesterly line of Alemany Boulevard as per map thereof filed April 9, 1944, in Map Book "P" at Pages 1 to 16, inclusive, Official Records of the City and County of San Francisco, thence Northeasterly along said line of Alemany Boulevard along the arc of a curve to the left whose tangent deflects 50 degrees 06' 43" to the left from the preceding course with a radius of 2824.93 feet central angle 7 degrees 44' 31" a distance of 381.711 feet to the Southwesterly line of San Bruno Avenue thence deflecting 75 degrees 16' 56" to the left from the tangent to the preceding curve and running Northwesterly along said line of San Bruno Avenue 53.250 feet to the Southeasterly line of Crescent Avenue and the point of beginning.

By Action Pursuant to the Destroyed Land Records Relief Law, filed November 17, 1998, San Francisco Superior Court Case No. 44480, recorded November 17, 1998, as Instrument No. 1998-G468018-00, Reel H-263, Image 0363 of Official Records.

Assessor's Parcel Nos. : Lots 1 and 2, Block 5733-A

TRACT C:

Parcel One:

PARCEL FIVE, PARCEL SIX, PARCEL SEVEN, PARCEL EIGHT, and PARCEL NINE, by and as shown in Exhibit B of that certain Action Pursuant to the Destroyed Land Records Relief Law, filed November 17, 1998, San Francisco Superior Court Case No. 44480, recorded November 17, 1998, as Instrument No. 1998-G468018-00, Reel H-263, Image 0363 of Official Records.

EXHIBIT A

(continued)

EXCEPTING THEREFROM any portion thereof within the following described property:

All That certain real property situate in the City and County of San Francisco, State of California, being a portion of Assessor's Blocks 5731, 5732, 5733 and 5734 and portion of Ogden Avenue Bronte and Bradford Streets, and more particularly described as follows:

Beginning at the intersection of the Easterly line of Putnam Street with the Southerly line of Tompkins Avenue; thence from said point of beginning, Easterly along said Southerly line, East 499.500 feet to the Westerly line of Peralta Avenue; thence Southerly along said Westerly line South 6.296 feet to a point thereon; thence leaving said Westerly line South 85 degrees 00' 00" West 301.313 feet; thence tangent to the preceding course on the arc to the left having a radius of 143 feet and central angle of 48 degrees 46' 50" through an arc length of 121.748 feet; thence tangent to the preceding curve on the arc of a curve to the left having a radius of 163 feet and a central angle of 27 degrees 43' 10" through an arc length of 78.859 feet; thence tangent to the preceding curve South 8 degrees 30' 00" West 250.620 feet; thence tangent to the preceding course on the arc of a curve to the right having a radius of 90 feet and a central angle of 40 degrees 15' 25" through an arc length of 63.235 feet to a point on the above described Easterly line of Putnam Street, said point being located Southerly along said Easterly line South 41.975 feet from the intersection of said Easterly line with the Southerly line of Ogden Avenue; thence Northerly along said Easterly line North 464.975 feet to the point of beginning.

The bearing North for the Easterly line of Putnam Street was held as the basis for the bearings shown hereon.

As described in that certain Certificate of Compliance recorded February 4, 1994, as Instrument No. 94-F541139-00, Reel G-062, Image 0331 of Official Records.

Assessor's Parcel No. : Lot 2, Block 5734

Parcel Two:

EXHIBIT A

(continued)

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Assessor's Block 5734 and described as follows:

Beginning at a point on the Southerly line of Ogden Avenue, distant thereon East 26.92 feet from the intersection of said Southerly line of Ogden Avenue with the Easterly line of Putnam Street; thence from said point of beginning along said Southerly line East 288.95 feet to a point thereon, thence leaving said Southerly line Southwesterly from a tangent that bears South 68 degrees 44' 19" West on the arc of a curve to the right having a radius of 127 feet and a central angle of 18 degrees 20' 40" through an arc length of 40.66 feet; thence tangent to the preceding curve on the arc to the left having a radius of 61 feet and a central angle of 40 degrees 18' 49" through an arc length of 42.92 feet; thence tangent to the preceding curve South 46 degrees 46' 10" West 104.21 feet; thence tangent to the preceding course on the arc of a curve to the left having a radius of 61 feet and a central angle of 48 degrees 46' 00" through an arc length of 51.92 feet; thence tangent to the preceding curve on the arc of a curve to the right having a radius 119 feet and a central angle of 50 degrees 28' 31" through an arc length of 104.83 feet; thence tangent to the preceding curve on the arc of a curve to the right having a radius of 2799.93 feet and a central angle of 0 degrees 49' 27" through an arc length of 40.28 feet; thence tangent to the preceding curve on the arc of a curve to the right having a radius of 119 feet and a central angle of 17 degrees 37' 12" through an arc length of 36.60 feet; thence tangent to the preceding curve on the arc of a curve to the right having a radius of 31 feet and a central angle of 92 degrees 23' 08" through an arc length of 49.99 feet to said Easterly of Putnam Street; thence along said Easterly line North 222.343 feet to a point thereon, said point being located South 41.975 feet from the above described intersection of Ogden Avenue and Putnam Street; thence leaving said Easterly line from a tangent that bears North 48 degrees 45' 25" East on the arc of a curve to the left having a radius of 90 feet and central angle of 32 degrees 10' 00" through an arc length of 50.527 feet to the point of beginning.

The bearing North for the Easterly line of Putnam Street was held as the basis for the bearings shown hereon.

As described in that certain Certificate of Compliance recorded February 4, 1994, as Instrument No. 94-F541139-00, Reel G-062, Image 0331 of Official Records.

Assessor's Parcel No. Lot 3, Block 5734

EXHIBIT A

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

PARCEL 1:

BEGINNING at a point on the Southwesterly line of Jerrold Avenue, if produced Northwesterly, distant thereon one thousand three hundred ninety-seven and fifty-nine hundredths (1397.59) feet Northwesterly from the Northwesterly line of Selby Street and running thence Northwesterly along the Southwesterly line of Jerrold Avenue produced one hundred and fifteen (115) feet; thence Southwesterly at right angles with Jerrold Avenue, produced, four hundred and seventy-three (473) feet; thence Southerly eighty-four (84) feet, more or less, to the Northeasterly corner of Lot 1942 of Gift Map No. 4, as recorded on Pages 16 to 19 inclusive, of Map Book 2 A and B, records of the City and County of San Francisco, thence Easterly along the line forming the Northerly boundary of Lots 1943 to 1954 inclusive of said Gift Map Number 4 to its intersection with a line through the point of beginning, at right angles with Jerrold Avenue produced; thence Northeasterly at right angles with Jerrold Avenue produced, five hundred twenty (520) feet, more or less, to the point of beginning, as described in the Indenture recorded November 3, 1915 in Book 910 of Deeds, Page 14, Instrument No. Q12712, in the Office of the Recorder of the City and County of San Francisco, State of California.

As said Streets are shown and delineated on that Map recorded March 9, 1929, in Book "M" of Maps, Page 10, in the Office of the Recorder of the City and County of San Francisco, State of California.

Assessor's Parcel No. Lot 006, Block 5286A

PARCEL 2:

BEGINNING at a point on the Southerly line of Jerrold Avenue, distant thereon 166.590 feet Westerly from the Westerly line of Upton Street or distant 1380.590 feet Westerly from the Westerly line of Selby Street; thence at right angles Southerly from the Southerly line of Jerrold Avenue a distance of 642.788 feet; thence Southerly on a curve to the left of 279.439 foot radius, tangent to the preceding course central angle 24 degrees 48 minutes 1 second to a point on the Northerly line of McKinnon Avenue (which line is 560 feet perpendicularly Northerly from and parallel with the Northerly line of Oakdale Avenue), said point being 140.818 feet perpendicularly Westerly from the Westerly line of Upton Street, or 1354.818 feet perpendicularly Westerly from the Westerly line of Selby Street, a distance of 120.954 feet; thence deflecting to the right 114 degrees 48 minutes 1 second from the tangent to the preceding and running Westerly along said Northerly line of McKinnon Avenue, a distance of 18.616 feet; thence Northerly on a curve to the right of 296.439 foot radius, parallel to the second preceding course and tangent to a line deflected 66 degrees 42 minutes 31 seconds to the right from the Northerly line of McKinnon Avenue, central angle 23 degrees 17 minutes 29 seconds, a distance of 120.501 feet; thence Northerly tangent to the preceding course to a point on the Southerly line of Jerrold Avenue, a distance of 642.788 feet; thence at right angles Easterly along said Southerly line of Jerrold Avenue a distance of 17 feet to the point of beginning, as described in the Deed recorded March 2, 1928 in Book 1621 of Official Records, Page 188, Instrument No. C51790, in the Office of the Recorder of the City and County of San Francisco, State of California.

EXHIBIT A

(continued)

As said Streets are shown and delineated on that Map recorded March 9, 1929, in Book "M" of Maps, Page 10, in the Office of the Recorder of the City and County of San Francisco, State of California.

Excepting therefrom all that portion thereof described in the Deed recorded November 10, 1942 in Book 3934 of Official Records, Page 152, Instrument No. R-20181 in the Office of the Recorder of the City and County of San Francisco, State of California.

Assessor's Parcel No. Lot 004, Block 5286A

PARCEL 3:

BEGINNING at a point at right angles Northwesterly 183.59 feet from the Northwesterly line of Upton Street and distant at right angles 520 feet Southwesterly from the Southwesterly line of Jerrold Avenue, said point of beginning being also the Southeasterly corner of the property of the City and County of San Francisco as acquired by Deed recorded November 3, 1915, in Liber 910 of Deeds at Page 14, Official Records of City and County; thence Southwesterly parallel with and distant 183.59 feet Northwesterly from said line of Upton Street and along the Northwesterly boundary of the property of the City and County of San Francisco as acquired by Deed recorded March 2, 1928, in Liber 1621 of Official Records at Page 188, Official Records of said City and County 122.788 feet; thence continuing Southwesterly on last mentioned boundary on the arc of a curve to the left with a radius of 296.439 feet, a central angle of $23^{\circ} 17' 29''$ a distance of 120.501 feet to the Northeasterly line of McKinnon Avenue; thence deflecting $113^{\circ} 17' 29''$ to the right from the tangent to the preceding curve and running Northwesterly on said line of McKinnon Avenue 0.726 feet; thence Northeasterly on a curve to the right whose tangent deflects $66^{\circ} 45' 50''$ to the right from the preceding course and which is concentric with and radially distant 8 inches from the second preceding course of this description with a radius of 297.106 feet a central angle of $23^{\circ} 14' 10''$ an arc distance of 120.490 feet; thence continuing Northeasterly tangent to the preceding curve parallel with and 8 inches at right angles Northwesterly from the first course of this description 122 feet more or less to the Southerly boundary of first above mentioned property of the City and County of San Francisco; thence Easterly on said Southerly boundary 8 inches more or less to the point of beginning, as described in the Deed recorded November 10, 1942, in Book 3934 of Official Records, Page 151, Instrument No. R20180, in the Office of the Recorder of the City and County of San Francisco, State of California.

As said Streets are shown and delineated on that Map recorded March 9, 1929, in Book "M" of Maps, Page 10, in the Office of the Recorder of the City and County of San Francisco, State of California.

Assessor's Parcel No. Lot 004, Block 5286A (Portion)

EXHIBIT A

For APN/Parcel ID(s): Lot 001, Block 1032

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

Beginning at the Northerly extremity of the curve with a radius of 60 feet joining the Northwesternly line of Euclid Avenue with the Westerly line of Presidio Avenue as shown on "Map of Laurel Heights" filed in Map Book "P" at Pages 55 and 56 Official Records of the City and County of San Francisco and running thence North 9° 06' West along said line of Presidio Avenue 176.267 feet; thence Northwesternly, Westerly and Southwesterly along the arc of a curve to the left with a radius of 3 feet a central angle of 135° 00' a distance of 7.069 feet to tangency with the Southeasterly line of Masonic Avenue as shown on "Map showing the extension of Masonic Avenue from Euclid Avenue to Presidio Avenue, etc., thence South 35° 54' West along said line of Masonic Avenue 317.472 feet; thence Southwesterly, Southerly, Southeasterly, Easterly and Northeasterly along the arc of a curve to the left tangent to the preceding course with a radius of 20.631 feet, a central angle of 142° 42' a distance of 51.384 feet to tangency with the Northwesternly line of Euclid Avenue; thence North 73° 12' East along said line of Euclid Avenue 161.752 feet; thence Northeasterly, Northerly and Northwesternly along the arc of the above mentioned curve, joining the Northwesternly line of Euclid Avenue with the Westerly line of Presidio Avenue with a radius of 60 feet, a central angle of 82° 18' a distance of 86.184 feet to the point of beginning.

Being Lot 1 in Assessor's Block 1032.

EXHIBIT A

For APN/Parcel ID(s): Lot 313, Block 3753

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

Parcel One:

Parcel A, as shown on that certain Map entitled, "Parcel Map 6314, being a Two Lot Subdivision of that Real Property described in that certain Deed recorded March 30, 2010 in Reel K110, Image 0014", which map was filed for record in the Office of the Recorder of the City and County of San Francisco, State of California on October 31, 2012 in Book 48 of Parcel Maps, at Pages 121-122, inclusive.

Parcel Two:

A non-exclusive easement, appurtenant to Parcel One above, for parking, over, along and through a portion of Parcel B, as said parcel is shown on that certain map entitled, "Parcel Map 6314, being a Two Lot Subdivision of that real property described in that certain Deed, Recorded March 30, 2010 in Reel K110 , Image 0014" which map was filed for record on October 31, 2012, in Book 48 of Parcel Maps, at Pages 121-122, Inclusive, and as granted in that certain Agreement entitled "Parking Easement Agreement", dated February 19, 2013 and executed by New Florian, LLC, Limited Liability Company and between the City of San Francisco, a municipal corporation, Recorded March 8, 2013, as Instrument No. 2013-J616145, Reel K849, Image 0227, Official Records, San Francisco County Records.

EXHIBIT A

For APN/Parcel ID(s): Lot 013, Block 4277

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

Parcel One:

Beginning at the point of intersection of the Southerly line of Twenty-Fifth Street and the Westerly line of Utah Street; running thence Southerly along said line of Utah Street 98 feet; thence at a right angle Westerly 200 feet to the Easterly line of Potrero Avenue; thence at a right angle Northerly along said line of Potrero Avenue 98 feet to the Southerly line of Twenty-Fifth Street; thence at a right angle Easterly along said line of Twenty-Fifth Street 200 feet to the point of beginning. Being a portion of Potrero Nuevo Block No. 83.

Parcel Two:

Beginning at a point on the Easterly line of Potrero Avenue, distant thereon 98 feet Southerly from the Southerly line of Twenty-Fifth Street; running thence Easterly parallel with the Southerly line of Twenty-Fifth Street 200 feet to the Westerly line of Utah Street, as shown upon the Map thereof recorded in the Office of the Recorder of the City and County of San Francisco, State of California on July 10, 1926 in Book "K" of Maps, at Page 65; thence Southerly along said line of Utah Street 53 feet and 10 inches to an angle point therein; thence Westerly parallel with the Southerly line of Twenty-Fifth Street 200 feet to the Easterly line of Potrero Avenue; thence Northerly along said line of Potrero Avenue 53 feet and 10 inches to the point of beginning.

EXHIBIT A

For APN/Parcel ID(s): Lot 002, Block 2353

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

Beginning at a point on the Westerly line of 24th Avenue distant thereon 225 feet Northerly from the Northerly line of Taraval Street, formerly T Street, and thence running thence Northerly along said line of 24th Avenue 150 feet; thence at a right angle Westerly 130 feet; thence at a right angle Southerly 150 feet; thence at a right angle Easterly 130 feet to said line of 24th Avenue and the point of beginning.

Being a portion of Sunset Block 1126.

EXHIBIT A

For APN/Parcel ID(s): 3513-008 and 3513-081

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

Parcel 1:

Commencing at a point on the Westerly line of Otis Street, distant thereon 134 feet and 10-3/4 inches Northerly from the northerly line of Du Bocc Avenue; running thence Northerly and along said line of Otis Street 71 feet and 4-1/4 inches; thence at a right angle Westerly 137 feet and 5 inches; thence at a right angle northerly 85 feet and 9-7/8 inches; thence at an angle of 11° 10' Northwesterly 101 feet and 11-5/8 inches; thence at an angle of 32° 42' southwesterly 132 feet and 6 inches; thence at a right angle Southeasterly 272 feet and 7-1/2 inches to the point of commencement.

Being part of Mission Block No. 21.

Parcel 2:

BEGINNING at a point on the Westerly line of Jessie Street distant thereon along said line of Jessie Street South 4 degrees 30 minutes East 185 feet from the Southerly line of McCoppin Street; running thence Southerly and along said line of Jessie Street 47.45 feet to the Northerly line of McNamara Claim; thence deflecting 111 degrees 18 minutes to the right from the preceeding course and running North 73 degrees 12 minutes West 31.90 feet to a point in said line of said Claim where the same deflects South 9 degrees 30 minutes West; thence deflecting 97 degrees 18 minutes to the left from the preceeding course and running along the said line of said Claim South 9 degrees and 30 minutes West 132.50 feet to a point which bears North 80 degrees 30 minutes West and is distant 272 feet 7-1/2 inches from a point: on the Westerly line of Otis Street, which is distant thereon South 4 degrees 30 minutes East 415 feet 1-1/4 inches from the point of intersection of said Westerly line of Otis Street with the Southerly line of McCoppin Street; thence at a right angle Northwesterly 16 feet, more or less, to a point on a line parallel to and perpendicularly distant Easterly 77.50 feet from the Easterly line of Stevenson Street; running thence Northerly along said Parallel line 160 feet, more or less, to a point on a line parallel to and perpendicularly distant Southerly 185 feet from the Southerly line of McCoppin Street; thence Easterly along said parallel line 77.50 feet to the point of beginning.

Being a portion of Mission Block No. 21

Parcel 3:

"BEGINNING at a point on the Easterly line of Jessie Street, distant thereon 206.25 feet Southerly of the Southerly line of Mc Coppin Street; thence Southerly along said easterly line of Jessie Street, a distance of 40 feet, more or less, to the Southerly terminal line of Jessie Street, a distance of 36 feet, more or less, to the Westerly line of Jessie Street; thence Northerly and along said Westerly line of Jessie Street, a

EXHIBIT A

(continued)

distance of 29 feet, more or less, to a point 206-25 feet Southerly, of the Southerly line of Mc Coppin Street; thence Easterly parallel to said Southerly line of McCoppin Street, a distance of 35 feet to the Easterly line of Jessie Street and the point of beginning.

Being a portion of Jessie Street in Assessor's Block 3513."