

RECORDING REQUESTED BY:

CITY AND COUNTY OF SAN FRANCISCO

When Recorded Mail To:

CITY AND COUNTY OF SAN FRANCISCO

Office of the City Attorney

City Hall

1 Dr. Carlton B. Goodlett Place, Room 234

San Francisco, California 94102

Attention: Mark Blake

[nTH] SUPPLEMENT TO PROJECT LEASE

by and between

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

and the

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

Dated as of [MONTH] 1, 202[3]

Relating to:

\$[Amount]

**CITY AND COUNTY OF SAN FRANCISCO
REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 202[3]-R1
(MULTIPLE CAPITAL IMPROVEMENT PROJECTS)**

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

THIS [nTH] SUPPLEMENT TO PROJECT LEASE, dated as of [Month] 1, 202[3] (this “[Nth (Refunding)] Supplement to Project Lease”), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation organized and existing under its charter and the Constitution and laws of the State of California (the “City”), as lessee, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor-in-interest to U.S. Bank National Association), a national banking association, solely in its capacity as Trustee under the hereinafter defined Trust Agreement, as lessor (the “Trustee”);

W I T N E S S E T H:

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

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

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

WHEREAS, the 2009A Certificates evidence direct undivided interests in the lease payments made by the City under the Original Project Lease in connection with the financing of the 2009A Project and certain related matters;

WHEREAS, in order to provide funds for certain street improvements of the City (the “2009B Project”), the Trustee subsequently executed and delivered a series of certificates of participation captioned “\$37,885,000 City and County of San Francisco Certificates of Participation, Series 2009B (Multiple Capital Improvement Projects)” (the “2009B Certificates” and, together with the 2009A Certificates, the “2009 Certificates”) under a First Supplement to Trust Agreement dated as of September 1, 2009 (the “First Supplement to Trust Agreement”);

WHEREAS, in connection with the execution and delivery of the 2009B Certificates, pursuant to Section 5 of the Original Property Lease, the City and the Trustee previously entered into a First Supplement to Property Lease, dated as of September 1, 2009 (the “First Supplement to Property Lease”), supplementing the Original Property Lease to provide for additional rental to be paid by the Trustee in connection with the financing of the 2009B Project and certain related matters;

WHEREAS, in connection therewith, under Section 3.2 of the Original Project Lease, the City and the Trustee simultaneously entered into a First Supplement to Project Lease, dated as of

September 1, 2009, by and between the City and the Trustee (the “First Supplement to Project Lease”), supplementing the Original Project Lease to provide for additional Base Rental to be paid by the City in connection with the financing of the 2009B Project and certain related matters;

WHEREAS, the 2009B Certificates were executed and delivered as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement, and evidence direct undivided interests in the Base Rental payments to be made by the City under the Original Project Lease, as supplemented by the First Supplement to Project Lease, on a parity basis with the 2009A Certificates;

WHEREAS, in order to provide funds for certain street improvements of the City (the “2012A Project”), the Trustee subsequently executed and delivered a series of certificates of participation captioned “\$42,835,000 City and County of San Francisco Certificates of Participation, Series 2012A (Multiple Capital Improvement Projects)” (the “2012A Certificates”) under a Second Supplement to Trust Agreement dated as of June 1, 2012 (the “Second Supplement to Trust Agreement”);

WHEREAS, in connection with the execution and delivery of the 2012A Certificates, pursuant to Section 5 of the Original Property Lease, the City and the Trustee previously entered into a Second Supplement to Property Lease, dated as of June 1, 2012 (the “Second Supplement to Property Lease”), supplementing the Original Property Lease to provide for additional rental to be paid by the Trustee in connection with the financing of the 2012A Project and certain related matters;

WHEREAS, in connection therewith, under Section 3.2 of the Original Project Lease, the City and the Trustee simultaneously entered into a Second Supplement to Project Lease, dated as of June 1, 2012, by and between the City and the Trustee (the “Second Supplement to Project Lease”), supplementing the Original Project Lease to provide for additional Base Rental to be paid by the City in connection with the financing of the 2012A Project and certain related matters;

WHEREAS, the 2012A Certificates were executed and delivered as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement, and evidence direct undivided interests in the Base Rental payments to be made by the City under the Original Project Lease, as supplemented by the First Supplement to Project Lease and Second Supplement to Project Lease, on a parity basis with the 2009 Certificates;

WHEREAS, a portion of the 2012A Certificates currently remain outstanding and unpaid (the “Refunded 2012A Certificates”);

WHEREAS, in order to provide funds for (i) the acquisition of capital equipment, including mechanical street sweepers and other capital expenditures of the City and (ii) the prepayment of the 2009 Certificates (collectively, the “2019-R1 Project”), the Trustee executed and delivered a series of certificates of participation captioned “\$116,460,000 City and County of San Francisco Refunding Certificates of Participation, Series 2019-R1 (Multiple Capital Improvement Projects)” (the “2019-R1 Certificates”) under a Third Supplement to Trust Agreement dated as of November 1, 2019 (the “Third Supplement to Trust Agreement”);

WHEREAS, in connection with the execution and delivery of the 2019-R1 Certificates, pursuant to Section 5 of the Original Property Lease, the City and the Trustee entered into a Third

Supplement to Property Lease, dated as of November 1, 2019 (the “Third Supplement to Property Lease”), supplementing the Original Property Lease to provide for additional or adjusted rental to be paid by the Trustee in connection with the financing of the 2019-R1 Project and certain related matters;

WHEREAS, in connection therewith, under Section 3.2 of the Original Project Lease, the City and the Trustee simultaneously entered into a Third Supplement to Project Lease, dated as of November 1, 2019, by and between the City and the Trustee (the “Third Supplement to Project Lease”), supplementing the Original Project Lease to provide for additional or adjusted Base Rental to be paid by the City in connection with the financing of the 2019-R1 Project and certain related matters;

WHEREAS, the 2019-R1 Certificates were executed and delivered as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement, and evidence direct undivided interests in the lease payments made by the City under the Original Project Lease, as supplemented by the First Supplement to Project Lease, the Second Supplement to Project Lease and the Third Supplement to Project Lease, on a parity basis with the then-outstanding 2012A Certificates;

WHEREAS, the City and U.S. Bank National Association, as successor trustee (the “2010A Trustee”), previously entered into a Property Lease, dated as of September 1, 2010 (the “2010A Property Lease”), pursuant to which the City leased certain City-owned real property located at 1 Moreland Drive, San Bruno, California and all works, property, improvements, structures and fixtures thereon, generally known as the San Bruno Complex (County Jail No. 3) (the “2010A Leased Property”) to the 2010A Trustee;

WHEREAS, The 2010A Trustee and the City previously entered into a Project Lease, dated as of September 1, 2010 (the “2010A Project Lease”), pursuant to which the 2010A Trustee leased the 2010A Leased Property back to the City;

WHEREAS, the City previously caused the execution and delivery of the City and County of San Francisco Refunding Certificates of Participation, Series 2010A (the “2010A Certificates”) pursuant to a Trust Agreement, dated as of September 1, 2010, by and between the City and the 2010A Trustee (the “2010A Trust Agreement”);

WHEREAS, the 2010A Certificates evidenced direct undivided interests in the lease payments made by the City under the 2010A Project Lease;

WHEREAS, in order to provide funds for the prepayment of the then-outstanding 2010A Certificates (the “2020-R1 Project”), the Trustee executed and delivered a series of refunding certificates of participation captioned “\$70,640,000 City and County of San Francisco Refunding Certificates of Participation, Series 2020-R1 (Multiple Capital Improvement Projects)” (the “2020-R1 Certificates”) under a Fourth Supplement to Trust Agreement dated as of November 1, 2020 (the “Fourth Supplement to Trust Agreement”), which Fourth Supplement to Trust Agreement supplemented the Original Trust Agreement, as previously supplemented;

WHEREAS, by the issuance of the 2020-R1 Certificates and the full prepayment of the 2010A Certificates on November 3, 2020, the City refinanced and fully prepaid the City’s obligations under the 2010A Project Lease, including but not limited to its obligations to pay Base

Rental thereunder, and upon such prepayment of such Base Rental payments, (i) the 2010A Project Lease, the 2010A Property Lease, the 2010A Trust Agreement and related agreements terminated in accordance with their terms, and (ii) title to the 2010A Leased Property vested in the City; and to evidence the foregoing, the City and the 2010A Trustee executed, delivered and caused to be recorded (as instrument number 2020-121120) in the official records of San Mateo County, California, that certain Termination Agreement by and between the City and the 2010A Trustee and dated November 3, 2020;

WHEREAS, in connection with the execution and delivery of the 2020-R1 Certificates, pursuant to Section 5 of the Original Property Lease, the City and the Trustee entered into a Fourth Supplement to Property Lease, dated as of November 1, 2020 (the “Fourth Supplement to Property Lease”), supplementing the Original Property Lease to (i) supplement the Leased Property to be subject thereto, pursuant to Section 18 of the Original Property Lease, Section 7.02 of the Original Trust Agreement and Sections 16 and 20 of the Original Project Lease (collectively, the “Leased Property Amendment Provisions”), by adding thereto certain City-owned real property located at 1 Moreland Drive, San Bruno, California and all works, property, improvements, structures and fixtures thereon, generally known as the San Bruno Complex (County Jail No. 3) (the “2020 Additional Leased Property” and, together with the Original Leased Property, the “2020 Leased Property”), (ii) provide for the lease of the 2020 Leased Property by the City to the Trustee, and (iii) provide for additional or adjusted rental to be paid by the Trustee in connection with the financing of the 2020-R1 Project and certain related matters;

WHEREAS, in connection therewith, under Section 3.2 of the Original Project Lease, the City and the Trustee simultaneously entered into a Fourth Supplement to Project Lease, dated as of November 1, 2020, by and between the City and the Trustee (the “Fourth Supplement to Project Lease”), supplementing the Original Project Lease to (i) supplement the Leased Property, pursuant to the Leased Property Amendment Provisions, by adding the 2020 Additional Leased Property to the Original Leased Property subject thereto, (ii) provide for the lease of the 2020 Leased Property by the Trustee back to the City, and (iii) provide for additional or adjusted Base Rental to be paid by the City in connection with the financing of the 2020-R1 Project and certain related matters;

WHEREAS, the 2020-R1 Certificates were executed and delivered as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement, and evidence direct undivided interests in the lease payments made by the City under the Original Project Lease, as supplemented by the First Supplement to Project Lease, the Second Supplement to Project Lease, the Third Supplement to Project Lease and the Fourth Supplement to Project Lease, on a parity basis with the then-outstanding 2012A Certificates and the outstanding 2019-R1 Certificates;

WHEREAS, in order to provide funds to finance and refinance the acquisition of certain real property within the City located at 814-820 Bryant Street, 444 6th Street, 470 6th Street and 1828 Egbert Avenue and the related site demolition and preparation, including through the retirement of certain taxable commercial paper notes of the City issued for such purpose (the “2021A Project”), the Trustee executed and delivered a series of certificates of participation captioned “\$76,020,000 City and County of San Francisco Certificates of Participation, Series 2021A (Multiple Capital Improvement Projects)” (the “2021A Certificates”) under a Fifth Supplement to Trust Agreement dated as of May 1, 2021 (the “Fifth Supplement to Trust Agreement”), which Fifth Supplement to Trust Agreement supplemented the Original Trust Agreement, as previously supplemented;

WHEREAS, in connection with the execution and delivery of the 2021A Certificates, pursuant to Section 5 of the Original Property Lease, the City and the Trustee entered into a Fifth Supplement to Property Lease, dated as of May 1, 2021 (the “Fifth Supplement to Property Lease”), supplementing and amending the Original Property Lease, as previously supplemented, to (i) supplement the Leased Property subject thereto, pursuant to the Leased Property Amendment Provisions, by adding certain additional facilities and the land underlying such facilities located at 375 Laguna Honda Boulevard in the City, and all works, property, improvements, structures and fixtures therein and thereon, generally known as the South Residence building on the Laguna Honda Hospital campus (the “2021 Additional Leased Property” and, together with the 2020 Leased Property, the “2021 Leased Property”), (ii) provide for the lease of the 2021 Leased Property by the City to the Trustee and (iii) provide for additional or adjusted rental to be paid by the Trustee in connection with the financing of the 2021A Project and certain related matters;

WHEREAS, in connection therewith, under Section 3.2 of the Original Project Lease, the City and the Trustee simultaneously entered into a Fifth Supplement to Project Lease, dated as of May 1, 2021, by and between the City and the Trustee (the “Fifth Supplement to Project Lease”), supplementing and amending the Original Project Lease, as previously supplemented, to (i) supplement the 2020 Leased Property, pursuant to the Leased Property Amendment Provisions, by adding the 2021 Additional Leased Property to the 2020 Leased Property subject thereto, (ii) provide for the lease of the 2021 Leased Property by the Trustee back to the City and (iii) provide for additional or adjusted Base Rental to be paid by the City in connection with the financing of the 2021A Project and certain related matters;

WHEREAS, the 2021A Certificates were executed and delivered as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement, and evidence direct undivided interests in the lease payments made by the City under the Original Project Lease, as supplemented by the First Supplement to Project Lease, the Second Supplement to Project Lease, the Third Supplement to Project Lease, the Fourth Supplement to Project Lease and the Fifth Supplement to Project Lease, on a parity basis with the then-outstanding 2012A Certificates and the outstanding 2019-R1 Certificates and 2020-R1 Certificates;

WHEREAS, the City and U.S. Bank National Association, as trustee (as succeeded by U.S. Bank Trust Company, National Association, the “2014-R2 Trustee”), previously entered into a (i) Facilities Lease, dated as of April 1, 2014 (the “2014-R2 Facilities Lease”), pursuant to which the City leased certain City-owned real property located on the Laguna Honda Hospital campus within the City, having the address 375 Woodside Avenue and generally known as the City’s Juvenile Detention Center, and all improvements thereon (the “2014-R2 Leased Property”) to the 2014-R2 Trustee and (ii) a Lease Agreement, dated as of April 1, 2014 (the “2014-R2 Lease Agreement”), pursuant to which the 2014-R2 Trustee leased the 2014-R2 Leased Property back to the City;

WHEREAS, the City previously caused the execution and delivery of the City and County of San Francisco Refunding Certificates of Participation, Series 2014-R2 (Juvenile Hall Project) (the “2014-R2 Certificates”) pursuant to a Trust Agreement, dated as of April 1, 2014, by and between the City and the 2014-R2 Trustee (the “2014-R2 Trust Agreement”), which 2014-R2 Certificates evidence direct undivided interests in the lease payments made by the City under the 2014-R2 Lease Agreement;

WHEREAS, a portion of the 2014-R2 Certificates currently remain outstanding and unpaid (the “Refunded 2014-R2 Certificates”);

WHEREAS, the City and U.S. Bank National Association, as trustee (as succeeded by U.S. Bank Trust Company, National Association, the “2015AB Trustee”), previously entered into (i) a Property Lease, dated as of July 1, 2015 (the “2015AB Property Lease”), pursuant to which the City leased certain City-owned real property located at 401 Van Ness Avenue within the City, generally known as the War Memorial Veterans Building, and all improvements thereon (the “2015AB Leased Property”) to the 2015AB Trustee and (ii) a Project Lease, dated as of July 1, 2015 (the “2015AB Project Lease”), pursuant to which the 2015AB Trustee leased the 2015AB Leased Property back to the City;

WHEREAS, the City previously caused the execution and delivery of the (i) City and County of San Francisco Certificates of Participation, Series 2015A (Tax-Exempt) (War Memorial Veterans Building Seismic Upgrade and Improvements) (the “2015A Certificates”) and (ii) City and County of San Francisco Certificates of Participation, Series 2015B (Federally Taxable) (War Memorial Veterans Building Seismic Upgrade and Improvements) (the “2015B Certificates”), each pursuant to a Trust Agreement, dated as of July 1, 2015, by and between the City and the 2015AB Trustee (the “2015AB Trust Agreement”), which 2015A Certificates evidence direct undivided interests in a proportional amount of the lease payments made by the City under the 2015AB Lease Agreement;

WHEREAS, a portion of the 2015A Certificates currently remain outstanding and unpaid (the “Refunded 2015A Certificates”);

WHEREAS, the City and U.S. Bank National Association, as trustee (as succeeded by U.S. Bank Trust Company, National Association, the “2015-R1 Trustee”), previously entered into (i) a Facilities Lease, dated as of October 1, 2015 (the “2015-R1 Facilities Lease”), pursuant to which the City leased certain City-owned real property located at One South Van Ness Avenue within the City and all improvements thereon (the “2015-R1 Leased Property”) to the 2015-R1 Trustee and (ii) a Lease Agreement, dated as of October 1, 2015 (the “2015-R1 Lease Agreement”), pursuant to which the 2015-R1 Trustee has leased the 2015-R1 Leased Property back to the City;

WHEREAS, the City previously caused the execution and delivery of the City and County of San Francisco Refunding Certificates of Participation, Series 2015-R1 (City Office Buildings – Multiple Properties Project) (the “2015-R1 Certificates”) pursuant to a Trust Agreement, dated as of October 1, 2015, by and between the City and the 2015-R1 Trustee, which 2015-R1 Certificates evidence direct undivided interests in the lease payments made by the City under the 2015-R1 Lease Agreement;

WHEREAS, a portion of the 2015-R1 Certificates currently remain outstanding and unpaid (the “Refunded 2015-R1 Certificates” and, together with the Refunded 2012A Certificates, the Refunded 2014-R2 Certificates, and the Refunded 2015A Certificates, the “Refunded Certificates”);

WHEREAS, in order to provide funds for the prepayment, in whole or in part, of the Refunded Certificates, the Trustee is executing and delivering a series of certificates of participation captioned “\$[____,____,000] City and County of San Francisco Refunding Certificates of

Participation, Series 202[3]-R1 (Multiple Capital Improvement Projects)” (the “202[3]-R1 Certificates”) under the [Nth (Refunding)] Supplement to Trust Agreement, dated as of [MONTH] 1, 202[3], by and between the City and the Trustee (the “[Nth (Refunding)] Supplement to Trust Agreement” and, collectively with the Original Trust Agreement, the First Supplement to Trust Agreement, the Second Supplement to Trust Agreement, the Third Supplement to Trust Agreement, the Fourth Supplement to Trust Agreement [and][,] the Fifth Supplement to Trust Agreement[and the [Nth] Supplement to Trust Agreement], the “Trust Agreement”);

[WHEREAS, by the issuance of the 202[3]-R1 Certificates and the full prepayment of the Refunded Certificates on the date of such issuance, the City will refinance and fully prepay the City’s obligations under (i) the 2014-R2 Facilities Lease, including but not limited to its obligations to pay Base Rental thereunder, and, upon such prepayment of such Base Rental payments, (A) the 2014-R2 Facilities Lease, the 2014-R2 Lease Agreement, the 2014-R2 Trust Agreement and related agreements will terminate in accordance with their terms and (B) title to the 2014-R2 Leased Property will vest in the City, and, to evidence the foregoing, the City and the 2014-R2 Trustee shall cause to be executed, delivered and recorded in the official records of the City and County of San Francisco, California, a Termination Agreement by and between the City and the 2014-R2 Trustee, and (ii) the 2015-R1 Facilities Lease, including but not limited to its obligations to pay Base Rental thereunder, and, upon such prepayment of such Base Rental payments, (A) the 2015-R1 Facilities Lease, the 2015-R1 Lease Agreement, the 2015-R1 Trust Agreement and related agreements will terminate in accordance with their terms, and (B) title to the 2015-R1 Leased Property will vest in the City, and to evidence the foregoing, the City and the 2015-R1 Trustee shall cause to be executed, delivered and recorded in the official records of the City and County of San Francisco, California, a Termination Agreement by and between the City and the 2015-R1 Trustee;]

WHEREAS, in connection with the execution and delivery of the 202[3]-R1 Certificates, pursuant to Section 5 of the Original Property Lease, the City and the Trustee will enter into the [Nth (Refunding)] Supplement to Property Lease dated as of [MONTH] 1, 202[3], by and between the City and the Trustee (the “[Nth (Refunding)] Supplement to Property Lease” and, together with the Original Property Lease, the First Supplement to Property Lease, the Second Supplement to Property Lease, the Third Supplement to Property Lease, the Fourth Supplement to Property Lease [and][,] the Fifth Supplement to Property Lease [and the [Nth] Supplement to Property Lease], the “Property Lease”), supplementing and amending the Original Property Lease to (i) [supplement the 2021 Leased Property subject thereto, pursuant to the Leased Property Amendment Provisions, by [describe additional Leased Property sites and improvements] ([collectively,] the “202[3] Additional Leased Property” and, together with the 2021 Leased Property, the “202[3] Leased Property”), (ii)] provide for the lease of the [202[3] Leased Property] by the City to the Trustee and [(iii)] provide for additional or adjusted rental to be paid by the Trustee in connection with the financing of the prepayment of the Refunded Certificates and certain related matters;

WHEREAS, in connection therewith, under Section 3.2 of the Original Project Lease, the City and the Trustee are simultaneously entering into this [Nth (Refunding)] Supplement to Project Lease, dated as of [MONTH] 1, 202[3] (the “[Nth (Refunding)] Supplement to Project Lease” and, collectively with the Original Project Lease, the First Supplement to Project Lease, the Second Supplement to Project Lease, the Third Supplement to Project Lease, the Fourth Supplement to Project Lease [and][,] the Fifth Supplement to Project Lease [and the [Nth] Supplement to Project Lease], the “Project Lease”), supplementing and amending the Original Project Lease to: (i) [supplement the 2021 Leased Property, pursuant to the Leased Property Amendment Provisions,

by adding the 202[3] Additional Leased Property to the 2021 Leased Property subject thereto, (ii)] provide for the lease of the [202[3] Leased Property] by the Trustee back to the City and [(iii)] provide for additional or adjusted rental to be paid by the City in connection with the prepayment of the Refunded Certificates and certain related matters;

WHEREAS, the 202[3]-R1 Certificates are being executed and delivered as Additional Certificates pursuant to Section 7.04 of the Original Trust Agreement, and evidence direct undivided interests in the lease payments made by the City under the Project Lease on a parity basis with the outstanding 2019-R1 Certificates, 2020-R1 Certificates, 2021A Certificates and any other certificates of participation of the City authorized and issued pursuant to additional, respective, executed and delivered supplements to the Original Agreements, prior to the issuance of the 202[3]-R1 Certificates;

WHEREAS, the Original Project Lease, the First Supplement to Project Lease, the Second Supplement to Project Lease, the Third Supplement to Project Lease, the Fourth Supplement to Project Lease [and[,] the Fifth Supplement to Project Lease [and the [Nth] Supplement to Project Lease] have been recorded in the Official Records of San Francisco, and the recording information for the recorded Original Project Lease, the First Supplement to Project Lease, the Second Supplement to Project Lease, the Third Supplement to Project Lease, the Fourth Supplement to Project Lease [and[,] the Fifth Supplement to Project Lease [and the [Nth] Supplement to Project Lease] is referenced in Exhibit C hereto; and

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

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

Section 2.] Base Rental. The City agrees to pay, from any legally available funds, additional aggregate Base Rental in the amounts set forth under the caption “Base Rental Schedule” in Exhibit B hereto, which constitutes the principal and interest represented by the 202[3]-R1 Certificates. The additional Base Rental consists of annual rental payments with principal and interest components, the interest components being paid semiannually as interest on the principal components computed on the basis of a 360-day year composed of twelve 30-day months. The Base Rental payable by the City shall be due on April 1 and October 1 in each year and payable on each

March 25 and September 25 during the Project Lease Term, commencing [_____] 25, 20[___]. Such Base Rental provided in this Section [2] and Exhibit B hereto is supplemental to the amounts due as provided in Section 1 and Exhibit A of the Third Supplement to Project Lease, to the amounts due as provided in Section 2 and Exhibit A of the Fourth Supplement to Project Lease [and] to the amounts due as provided in Section 2 and Exhibit A of the Fifth Supplement to Project Lease [and to the amounts due as provided in Section 2 and Exhibit A of the [Nth] Supplement to Project Lease].

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

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

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

(a) April 1, 20[___] or

(b) at such earlier date as the Certificates and all other amounts due hereunder and under the Trust Agreement have been paid or provision for their payment have been made in accordance with Section 11.01 of the Trust Agreement, or

(c) the date of termination of the Project Lease due to casualty or condemnation in accordance with the terms of Section 5 or 6 of the Project Lease;

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

Section [4]. Original Project Lease Still in Effect. This [Nth (Refunding)] Supplement to Project Lease and all the terms and provisions herein contained shall form part of the Original Project Lease, as previously supplemented by the First Supplement to Project Lease, the Second Supplement to Project Lease, the Third Supplement to Project Lease, the Fourth Supplement to Project Lease [and][,] the Fifth Supplement to Project Lease [and the [Nth] Supplement to Project Lease], as fully and with the same effect as if all such terms and provisions had been set forth in the Original Project Lease. The Original Project Lease, as previously supplemented by the First

Supplement to Project Lease, the Second Supplement to Project Lease, the Third Supplement to Project Lease, the Fourth Supplement to Project Lease [and][,] the Fifth Supplement to Project Lease [and the [Nth] Supplement to Project Lease], is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

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

[()] The City shall deliver to the Trustee, on the date of execution and delivery of the 202[3]-R1 Certificates, evidence of the commitment of a title insurance company to issue a CLTA or ALTA policy of title insurance (with no survey required) with respect to the additional Leased Property identified in Exhibit A-1 attached hereto, which policy, when combined with the policy of title insurance issued in connection with the issuance and delivery of the 2019-R1 Certificates, the policy of title insurance issued in connection with the issuance and delivery of the 2020-R1 Certificates, the policy of title insurance issued in connection with the issuance and delivery of the 2021A Certificates and the policy(ies) of title insurance issued in connection with the issuance and delivery of any other certificates of participation of the City authorized and issued pursuant to additional, respective, executed and delivered supplements to the Original Agreements, prior to the issuance of the 202[3]-R1 Certificates, shall be in an aggregate amount at least equal to the initial aggregate principal amount of the 202[3]-R1 Certificates and the then-outstanding aggregate principal amounts of the 2019-R1 Certificates, the 2020-R1 Certificates, the 2021A Certificates and any other certificates of participation of the City authorized and issued pursuant to additional, respective, executed and delivered supplements to the Original Agreements, prior to the issuance of the 202[3]-R1 Certificates, inclusive, showing a leasehold interest in such additional Leased Property in the name of the Trustee and naming the insured parties as the City and the Trustee, for the benefit of the Owners of the 202[3]-R1 Certificates and the then-outstanding aggregate principal amounts of the 2019-R1 Certificates, the 2020-R1 Certificates, the 2021A Certificates and any other certificates of participation of the City authorized and issued pursuant to additional, respective, executed and delivered supplements to the Original Agreements, prior to the issuance of the 202[3]-R1 Certificates.

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

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

[REMAINDER OF PAGE LEFT BLANK]

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

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

By: _____
Authorized Signatory

CITY AND COUNTY OF SAN FRANCISCO

By: _____
[Controller][Mayor]

[SEAL]

ATTEST:

By: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Deputy City Attorney

[Signature page to [Nth (Refunding)] Supplement to Project Lease – City and County of San Francisco Refunding Certificates of Participation]

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

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

WITNESS my hand and official seal

1095815315\4\AMERICAS

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

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

WITNESS my hand and official seal

1095815315\4\AMERICAS

CERTIFICATE OF ACCEPTANCE BY CITY AND COUNTY OF SAN FRANCISCO

This is to certify that the interest in real property conveyed by the [Nth] Supplement to Project Lease, dated as of [MONTH 1, 202[3], from U.S. Bank Trust Company, National Association to the City and County of San Francisco, a charter city and county and municipal corporation, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to authority conferred by ordinance of the Board of Supervisors adopted by the Board of Supervisors on [____], 2023, and signed by the Mayor on [____], 2023, and the grantee consents to recordation thereof.

Dated: ____, 202[]

CITY AND COUNTY OF SAN FRANCISCO

By: _____
[Controller][Mayor]

[SEAL]

ATTEST:

By: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

DAVID CHIU
CITY ATTORNEY

By: _____
Deputy City Attorney

EXHIBIT A

A-1

DESCRIPTION OF THE SITES

Parcel One:

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

Parcel Two:

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

[Parcel Three:

Add brief description(s) other parcel(s) of additional Leased Property, if any.]

[TO BE CONFIRMED]

LEGAL DESCRIPTIONS OF THE SITES

Parcel One:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Westerly along said curve 3.36 feet, through a central angle of 2° 24' 20"; thence,

North 75° 01' 54" West 130.76 feet to the beginning of a curve, concave to the South with a radius of 80.00 feet; thence,

Westerly along said curve 4.61 feet through a central angle of 3° 18' 02"; thence,

North 78° 19' 56" West 351.04 feet to the beginning of a curve, concave Southerly with a radius of 293.09 feet; thence,

Westerly along said curve 60.78 feet through a central angle of 11° 52' 58"; thence,

South 89° 47' 06" West 138.66 feet to the beginning of a curve, concave to the Northeast with a radius of 53.00 feet; thence,

Northwesterly along said curve 50.88 feet through a central angle of 55° 00' 04" (transitioning to the Easterly line of Laguna Honda Boulevard (variable width)); thence,

Along said Easterly line, North 35° 12' 50" West 95.18 feet to the beginning of a curve, concave to the East with a radius of 60.00 feet; thence,

Northerly along said curve 48.84 feet through a central angle of 46° 38' 28" to a non-tangent line; thence,

North 41° 12' 27" East 61.00 feet to the beginning of a curve, concave Westerly with a radius of 217.76 feet; thence,

Northerly along said curve 253.29 feet through a central angle of 66° 38' 49" to the beginning of a reverse curve, concave to the East with a radius of 111.00 feet; thence,

Northerly along said curve 54.55 through a central angle of 28° 09' 23" to the beginning of a reverse curve, concave to the West with a radius of 74.00 feet; thence,

Northwesterly along said curve 73.95 feet through a central angle of 57° 15' 24"; thence,

North 54° 32' 22" West 112.03 feet; thence,

North 39° 19' 20" West 515.88 feet to the beginning of a curve, concave to the Northeast with a radius of 550.00 feet; thence,

Northerly along said curve 191.99 feet through a central angle of 20° 00' 00"; thence,

North 19° 19' 20" West 223.38 feet to the beginning of a curve, concave to the Southwest with a radius of 709.99 feet; thence,

Northwesterly along said curve 232.44 feet through a central angle of 18° 45' 27" to the beginning of a reverse curve, concave to the Southeast with a radius of 70.00 feet; thence,

Northerly along said curve 120.35 feet (transitioning to the Southerly line of Clarendon Avenue (variable width) to the beginning of a compound curve concave to the South with a radius of 328.22 feet; thence,

Northeasterly along said curve 133.28 feet through a central angle of 23° 15' 58"; thence,

North 83° 41' 44" East 429.27 feet to the beginning of a curve, concave to the South with a radius of 233.58 feet; thence,

Southeasterly along said curve 109.19 feet through a central angle of 26° 47' 00"; thence,

South 69° 31' 16" East 176.45 feet; thence,

Leaving said Southerly line of Clarendon Avenue, South 44° 45' 48" East 463.19 feet; thence,

North 89° 41' 23" East 722.81 feet to the Westerly line of said Midtown Terrace; thence,
South 0° 09' 51" East 771.80 feet to the point of beginning of this description.

APN: Lot 007, Block 2842

Parcel Two:

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

Parcel A:

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

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

Parcel B:

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

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

67.32 feet; thence Southeasterly tangent to the preceding curve 107.51 feet; thence Southeasterly on the arc of a curve to the right tangent to the preceding course with a radius of 1250 feet, a central angle of $21^{\circ} 02' 35''$ an arc distance of 459.09 feet; thence Southeasterly tangent to the preceding curve, 182.23 feet; thence Southeasterly, Southerly and Southwesterly on the arc of a curve to the right, tangent to the preceding course with a radius of 400 feet, a central angle of $90^{\circ} 10' 22''$, an arc distance of 629.92 feet; thence Southwesterly tangent to the preceding curve 448.41 feet to the Easterly boundary of Parcel 1, hereinbefore described, distant thereon South $6^{\circ} 23' 45''$ East, 25 feet from the Northeast corner of said Parcel 1.

JPN: 017-053-530-01A

APN: 017-530-010

[Add legal description(s) other parcel(s) of additional Leased Property, if any.]

EXHIBIT B
BASE RENTAL SCHEDULE*

<i>Payment Date</i>	<i>Principal</i>	<i>Interest</i>	<i>Semi-Annual Base Rental</i>	<i>Annual Base Rental</i>
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**[Breakdown of [____] and [____] Base Rental Payments
to be included on following pages or in a closing certificate]**

* Base Rental is payable on each September 25th and March 25th prior to the Payment Date as provided under the Project Lease.

EXHIBIT C

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

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