

RECORDING REQUESTED BY
CLERK OF THE BOARD OF
SUPERVISORS OF THE CITY
AND COUNTY OF SAN
FRANCISCO

(Exempt from Recording Fees
Pursuant to Government Code
Section 27383)

AND WHEN RECORDED
RETURN TO:

Angela Calvillo
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94105

Space Above Reserved for Recorder's Use

FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT

by and among

CALIFORNIA BARREL COMPANY LLC,
a Delaware limited liability company,

and

THE CITY AND COUNTY OF SAN FRANCISCO

FOR PROPERTY GENERALLY BOUND BY 23RD STREET TO THE SOUTH, ILLINOIS
STREET TO THE WEST, 22ND STREET TO THE NORTH, AND THE SAN FRANCISCO
BAY TO THE EAST

Block 4175, Lot 002; Block 4232, Lot 006; Block 4175, Lot 017; a portion of block 4175, Lot 018, Block
4232, Lot 006; and non-assessed Port and City and County of San Francisco properties

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “**First Amendment**”) is made as of _____, 2024 (the “**Effective Date**”) by and among CALIFORNIA BARREL COMPANY LLC, a Delaware limited liability company (“**Developer**”), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the “**City**”), operating by and through its Planning Department, pursuant to the authority of Section 65864 *et seq.* of the California Government Code and Chapter 56 of the Administrative Code, with reference to the following facts:

R E C I T A L S

A. The City, acting by and through its Planning Department, and Developer entered into that certain Development Agreement, dated for reference purposes only as of September 22, 2020 and recorded in the Official Records of the City and County of San Francisco (the “**Official Records**”) on October 2, 2020 as Document No. 2020025312, as corrected by that certain Correction to Development Agreement, dated as of September 30, 2021 and recorded in the Official Records on October 13, 2021 as Document No. 2021157025, as amended by that certain Memorandum of Minor Modification of Development Agreement Potrero Power Station Mixed-Use Development Project (First Amendment) dated as of June 20, 2023 and recorded in the Official Records on June 20, 2023, as Document No. 2023044096, and as amended in that Memorandum of Minor Modification of Development Agreement Potrero Power Station Mixed-Use Development Project (Second Amendment) dated as of June 20, 2023 and recorded in the Official Records on June 20, 2023, as Document No. 2023044102 (as amended, the “**Development Agreement**”). The Development Agreement relates to certain property, as more particularly described in the attached Exhibit A (the “**Project Site**”), and authorizes the construction of a multi-phased, mixed-use development on the Project Site known as the Potrero Power Station Mixed-Use Development Project (as more particularly described in the Development Agreement, the “**Project**”). All initially capitalized terms used but not defined in this First Amendment shall have the meaning given to such terms in the Development Agreement.

B. Subsequent to the execution of the Development Agreement, the City has, through the enactment of City Resolution No. 133-23 and Ordinance No. 044-23, pursued the establishment of San Francisco Enhanced Infrastructure Financing District No. 1 (the “**Power Station EIFD**”). As set forth in the findings of Ordinance No. 044-23, the Power Station EIFD would provide financing for the Project’s public infrastructure, affordable housing, and other facilities of communitywide significance, such as parks and open space.

C. The Parties now wish to execute and record this First Amendment to set forth certain modifications to the Development Agreement to implement the Power Station EIFD.

A G R E E M E N T S

NOW, THEREFORE, in consideration of the foregoing Recitals, the covenants and agreements set forth in this First Amendment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Developer and City hereby agree as follows:

1. DEFINITIONS

Article 1 of the Development Agreement is hereby amended to add the following defined terms:

“EIFD” is defined in the Financing Plan.

“EIFD Acquisition and Financing Agreement” is defined in the Financing Plan.

“EIFD Funding Sources” is defined in the Financing Plan.

“EIFD Law” is defined in the Financing Plan.

“IFP” is defined in the Financing Plan.

“Power Station EIFD” is defined in Recital B of this First Amendment.

2. AMENDED TERMS AND CONDITIONS

a) Section 3.12.1 of the Development Agreement is hereby deleted and amended and restated in its entirety as follows:

3.12.1 Financing Districts. The City shall take all actions reasonably necessary, and Developer shall cooperate reasonably, to establish and implement the CFD under the CFD Act and the EIFD under the EIFD Law, all in accordance with the Financing Plan. Any and all costs incurred by the City in forming the CFD and EIFD shall be City Costs. The terms and conditions of the CFD and EIFD must be consistent with the specifications in the Financing Plan, including, as relates to the EIFD, the IFP. Developer shall not, at any time, contest, protest, or otherwise challenge (i) the formation of the CFD or EIFD, (ii) the issuance of bonds or other financing secured by Project Special Taxes or EIFD Funding Sources, or (iii) the application of bond proceeds, Project Special Taxes, or EIFD Funding Sources to the extent consistent with the Financing Plan. Once established, Developer shall not institute, or cooperate in any manner with, proceedings to repeal or reduce the Project Special Taxes, provided the Project Special Taxes are levied in accordance with the applicable RMA and except as otherwise set forth in the Financing Plan or an RMA. The provisions of this **Error! Reference source not found.** shall survive the expiration of this Agreement, and Developer shall include the requirements of this **Section Error! Reference source not found.** in the CC&Rs (or, if the CC&Rs have not yet been created and recorded, in the sale documents for any sale of all or part of the Project Site).

b) Section 5.7.1 of the Development Agreement is hereby amended to add subsection (p):

(p) change, impede, control or delay any rights or obligations under, or the implementation or enforcement of, the Financing Plan, EIFD Acquisition and Financing Agreement or Acquisition and Reimbursement Agreement, including related to the issuance of bonds or reimbursement of Developer.

c) Section 14.8 of the Development Agreement is hereby deleted and amended and restated in its entirety as follows:

Section 14.8 Survival. Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect, except for any provision that, by its express terms, survives the expiration or termination of this Agreement. The rights and obligations under the Financing Plan, including Developer's right to receive reimbursements, survive the expiration or termination of this Agreement and shall expire or terminate solely as described therein.

3. EXHIBITS

Exhibit C (Financing Plan) is hereby deleted in its entirety and amended and restated by Exhibit C attached hereto.

4. NOTICE ADDRESSES

The Parties hereby include a statement of the current addresses of the Parties for purposes of notices delivered in accordance with Section 14.10 of the Development Agreement:

To the City:

San Francisco Planning Department
49 South Van Ness Avenue
San Francisco, California 94103
Attn: Rich Hillis, Director of Planning

with a copy to:

David Chiu, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attn: Real Estate/Finance, Potrero Power Station Project

To Developer:

California Barrel Company LLC
c/o Associate Capital
3325 3rd Street #434
San Francisco, California 94107
Attn: Jamie Brown, Partner & General Counsel

with a copy to:

J. Abrams Law, P.C.
538 Hayes Street
San Francisco, California 94102
Attn: Jim Abrams, Esq.

5. NO OTHER MODIFICATIONS

Except as expressly provided in this First Amendment, the terms and provisions of the Development Agreement are unmodified.

4. COUNTERPARTS

This First Amendment may be signed in counterparts, each of which shall be an original and all of which together shall constitute one instrument.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the Effective Date.

CITY:

CITY AND COUNTY OF SAN
FRANCISCO,
a municipal corporation

Approved as to form:

David Chiu, City Attorney

By: _____
Rich Hillis
Director of Planning

By: _____
Heidi J. Gewertz, Deputy City
Attorney

Approved on _____, 202_
Board of Supervisors Ordinance No. _____

Approved:

By: _____
Carmen Chu, City Administrator

DEVELOPER:

California Barrel Company LLC,
a Delaware limited liability company

By: _____
Name: Enrique Landa
Title: Managing Partner

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)SS
COUNTY OF _____)

On _____

before me, _____, a Notary Public, personally
appeared

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 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 of Notary Public

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)SS
COUNTY OF _____)

On _____

before me, _____, a Notary Public, personally
appeared

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 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 of Notary Public

Exhibit A

Project Site Legal Description

[attached]

Exhibit A-1
Developer Property Legal Description



ILLINOIS STREET 80' WIDE

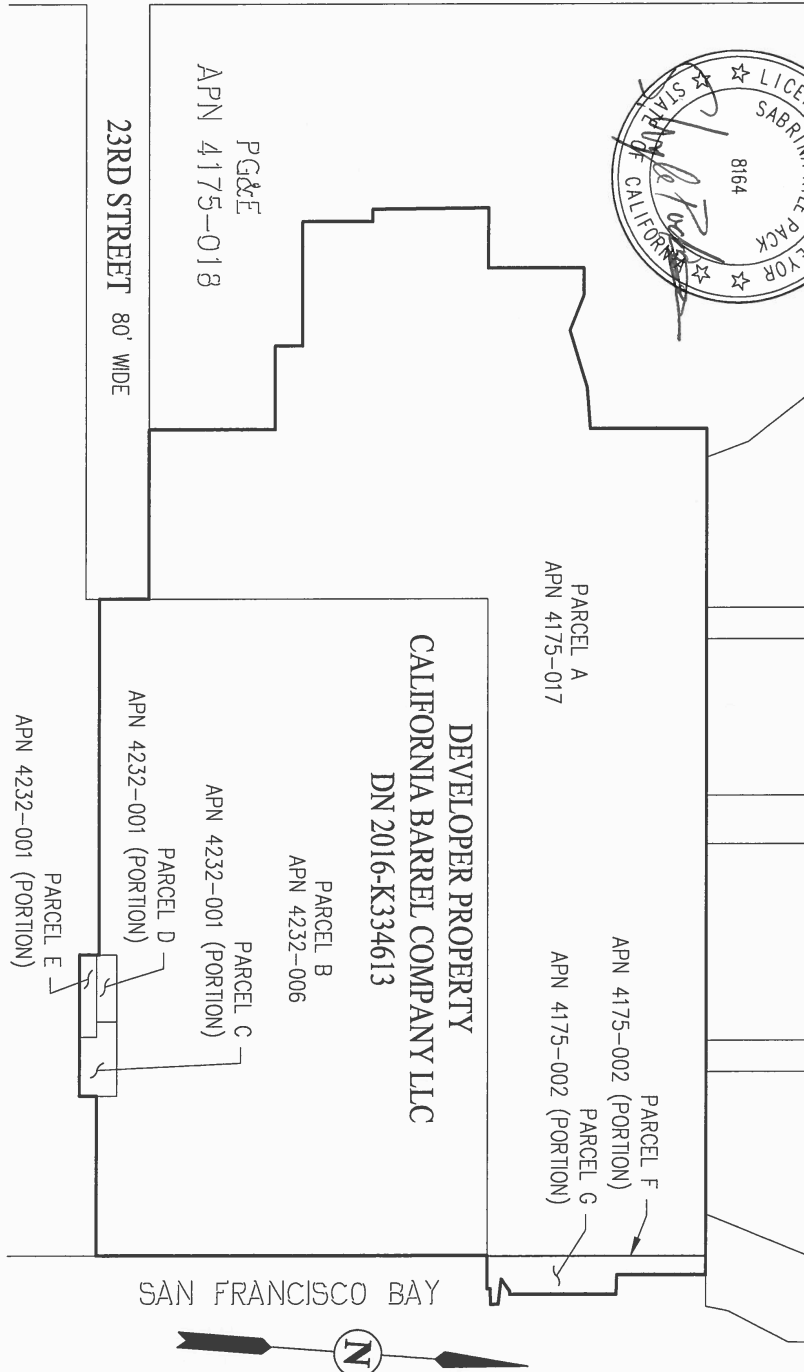


EXHIBIT A-1

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

DEVELOPER PROPERTY
CALIFORNIA BARREL COMPANY LLC, PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
JANUARY 10, 2020



CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

JANUARY 10, 2020
JOB NO.: 2747-000

EXHIBIT A-1
DEVELOPER PROPERTY DESCRIPTION
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF THAT PROPERTY GRANTED TO CALIFORNIA BARREL COMPANY LLC BY
DEED RECORDED SEPTEMBER 26, 2016, AS DOCUMENT NUMBER 2016-K334613 OF
OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY
OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY LINE OF 23RD
STREET WITH THE EASTERLY BOUNDARY LINE OF ILLINOIS STREET, AND RUNNING
THENCE ALONG SAID NORTHERLY BOUNDARY LINE OF 23RD STREET

(A) NORTH 86° 49' 44" EAST 543.85 FEET TO THE TRUE POINT OF BEGINNING,
THENCE LEAVING SAID NORTHERLY BOUNDARY LINE OF 23RD STREET

- (1) NORTH 3° 10' 16" WEST 161.58 FEET, THENCE
- (2) SOUTH 86° 49' 44" WEST 106.84 FEET, THENCE
- (3) NORTH 3° 10' 16" WEST 34.68 FEET, THENCE
- (4) SOUTH 86° 49' 44" WEST 158.55 FEET, THENCE
- (5) NORTH 3° 10' 16" WEST 89.59 FEET, THENCE
- (6) SOUTH 86° 49' 44" WEST 15.75 FEET, THENCE
- (7) NORTH 3° 41' 19" WEST 148.65 FEET, THENCE
- (8) NORTH 87° 24' 17" EAST 76.76 FEET, THENCE
- (9) NORTH 3° 10' 16" WEST 121.47 FEET, THENCE
- (10) NORTH 86° 49' 44" EAST 35.24 FEET, THENCE
- (11) SOUTH 71° 40' 08" EAST 47.67 FEET, THENCE
- (12) NORTH 70° 10' 11" EAST 76.13 FEET, THENCE
- (13) NORTH 82° 22' 09" EAST 52.89 FEET, THENCE
- (14) NORTH 3° 10' 16" WEST 148.53 FEET, THENCE
- (15) NORTH 86° 49' 44" EAST 1056.62 FEET

TO A POINT IN THE WESTERLY BOUNDARY LINE OF FORMER WATERFRONT STREET,
THENCE RUNNING ALONG SAID WESTERLY BOUNDARY LINE OF FORMER WATERFRONT
STREET

- (16) SOUTH 3° 10' 16" EAST 279.00 FEET

TO A POINT IN THE CENTERLINE OF FORMER HUMBOLDT STREET, AS SAID STREET
EXISTED PRIOR TO THE VACATION THEREOF PER ORDINANCE NO. 116-67, DATED
MAY 1, 1967, BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN
FRANCISCO, A MUNICIPAL CORPORATION, THENCE LEAVING SAID WESTERLY

BOUNDARY LINE OF FORMER WATERFRONT STREET AND RUNNING ALONG SAID
CENTERLINE OF FORMER HUMBOLDT STREET

(17) SOUTH 86° 49' 44" WEST 840.00 FEET

TO A POINT IN THE WESTERLY BOUNDARY LINE OF FORMER LOUISIANA STREET,
AS SAID STREET EXISTED PRIOR TO THE VACATION THEREOF PER RESOLUTION
21111 DATED MAY 8, 1923, BY THE BOARD OF SUPERVISORS OF THE CITY AND
COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, THENCE LEAVING SAID
CENTERLINE OF FORMER HUMBOLDT STREET AND RUNNING ALONG SAID WESTERLY
BOUNDARY LINE OF FORMER LOUISIANA STREET

(18) SOUTH 3° 10' 16" EAST 433.175 FEET

TO A POINT IN SAID NORTHERLY BOUNDARY LINE OF 23RD STREET, THENCE
LEAVING SAID WESTERLY BOUNDARY LINE OF FORMER LOUISIANA STREET AND
RUNNING ALONG SAID NORTHERLY BOUNDARY LINE OF 23RD STREET

(19) SOUTH 86° 49' 44" WEST 216.15 FEET

TO THE TRUE POINT OF BEGINNING.

THE BEARINGS IN THE ABOVE DESCRIPTION ARE BASED UPON AN ASSUMED
BEARING OF SOUTH 03° 10' 16" EAST ALONG THE MONUMENT LINE OF THIRD
STREET BETWEEN 22ND STREET AND 23RD STREET.

BEING A PORTION OF POTRERO NUEVO BLOCKS NO 443, 444, 463, 478, 489,
504, ALL OF POTRERO NUEVO BLOCK NO 464 AND PORTIONS OF MICHIGAN
STREET, GEORGIA STREET, LOUISIANA STREET, MARYLAND STREET, DELAWARE
STREET AND HUMBOLDT STREET AS SAID STREETS EXISTED PRIOR TO THE
CLOSURE THEREOF.

SAID PARCEL A IS PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE
RECORDED DECEMBER 24, 2015, AS INSTRUMENT NO. 2015-K180954-00, OF
OFFICIAL RECORDS.

PARCEL A-1:

A NON-EXCLUSIVE EASEMENT TO RECONSTRUCT, REPLACE, REMOVE, MAINTAIN AND
USE THE EXISTING WATER LINE WITH ASSOCIATED IMPROVEMENTS AS SET FORTH
AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN GRANT DEED FROM
PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED
APRIL 16, 1999 AS DOCUMENT NO. 99-G553141-00 OF OFFICIAL RECORDS,
ACROSS THE FOLLOWING DESCRIBED LAND:

A PORTION OF THAT PARCEL OF LAND DESCRIBED AND DESIGNATED AS
ASSESSOR'S BLOCK NO. 4175-LOT 5 ON EXHIBIT "B" OF THAT CERTAIN LOT
LINE ADJUSTMENT RECORDED ON APRIL 15, 1999, IN BOOK H364 OF OFFICIAL
RECORDS AT PAGE 337, AS DOCUMENT NO. 99-G551170-00, SAN FRANCISCO
COUNTY RECORDS, DESCRIBED AS FOLLOWS:

A STRIP OF LAND OF THE UNIFORM WIDTH OF 10.00 FEET EXTENDING FROM THE GENERAL EASTERLY BOUNDARY LINE OF SAID LOT 5 TO THE WESTERLY BOUNDARY LINE OF SAID LOT 5 AND LYING 5.00 FEET ON EACH SIDE OF AN EXISTING WATERLINE, APPROXIMATELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY TERMINUS OF A COURSE AS SHOWN ON SAID LOT LINE ADJUSTMENT, WHICH COURSE HAS A BEARING OF NORTH 03° 10' 16" WEST AND A DISTANCE OF 121.47 FEET; THENCE ALONG SAID GENERAL EASTERLY BOUNDARY LINE OF SAID LOT 5 SOUTH 03° 10' 16" EAST 32.55 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING SAID GENERAL EASTERLY BOUNDARY LINE, SOUTH 84° 24' 46" WEST 10.87 FEET; THENCE SOUTH 03° 55' 12" EAST 54.92 FEET; THENCE SOUTH 85° 03' 38" WEST 32.40 FEET; THENCE SOUTH 02° 20' 06" EAST 26.95 FEET; THENCE SOUTH 87° 07' 59" WEST 295.21 FEET, MORE OR LESS TO THE WESTERLY BOUNDARY LINE OF SAID LOT 5, BEING THE POINT OF TERMINATION.

PARCEL A-2:

A NON-EXCLUSIVE EASEMENT FOR DRAINAGE, DISCHARGE, RETENTION AND /OR PERCOLATION OF STORM WATER RUNOFF FROM PARCEL A ABOVE DESCRIBED INTO THE STORM WATER SYSTEM LOCATED ON THE LAND DESCRIBED AND DESIGNATED AS ASSESSOR'S BLOCK NO. 4175-LOT 5 ON EXHIBIT "B" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED ON APRIL 15, 1999, IN BOOK H364 OF OFFICIAL RECORDS AT PAGE 337, AS DOCUMENT NO. 99-G551170-00, SAN FRANCISCO COUNTY RECORDS, AS SET FORTH AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN GRANT DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED APRIL 16, 1999 AS DOCUMENT NO. 99-G553141-00 OF OFFICIAL RECORDS.

PARCEL B:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF 23RD STREET WITH THE WESTERLY LINE OF LOUISIANA STREET, NOW CLOSED; AND RUNNING THENCE NORTHERLY ALONG THE WESTERLY LINE OF LOUISIANA STREET, 433 FEET TO THE CENTER LINE OF HUMBOLDT STREET, NOW CLOSED; THENCE AT RIGHT ANGLES EASTERLY, ALONG THE CENTER LINE OF HUMBOLDT STREET, 840 FEET TO THE WESTERLY LINE OF MASSACHUSETTS (WATERFRONT) STREET, NOW CLOSED; THENCE AT RIGHT ANGLES SOUTHERLY, ALONG THE WESTERLY LINE OF MASSACHUSETTS (WATERFRONT) STREET, 499 FEET TO THE SOUTHERLY LINE OF 23RD STREET, NOW CLOSED; THENCE AT RIGHT ANGLES WESTERLY, ALONG THE SOUTHERLY LINE OF 23RD STREET, 204.92 FEET TO THE EASTERLY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 2 IN THE DEED FROM SPRECKELS REALIZATION COMPANY TO PACIFIC GAS AND ELECTRIC COMPANY, DATED DECEMBER 23, 1949 AND RECORDED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, IN BOOK 5341 OF OFFICIAL RECORDS, AT PAGE 295; THENCE AT RIGHT ANGLES NORTHERLY, ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL 2, 25.67 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND DESIGNATED PARCEL 2; THENCE AT RIGHT ANGLES WESTERLY, ALONG THE

PROPERTY DESCRIPTION

PAGE 4 OF 6

JANUARY 10, 2020
JOB NO.: 2747-000

NORTHERLY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL 2 AND THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 1 IN SAID DEED, 180.08 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESIGNATED PARCEL 1; THENCE AT RIGHT ANGLES SOUTHERLY, ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL 1, 22.34 FEET; THENCE AT RIGHT ANGLES WESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF 23RD STREET, 455 FEET TO THE WESTERLY LINE, EXTENDED SOUTHERLY, OF LOUISIANA STREET, NOW CLOSED; THENCE AT RIGHT ANGLES NORTHERLY, ALONG THE WESTERLY LINE OF LOUISIANA STREET, 62.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING ALL OF POTRERO NUEVO BLOCKS, 477, 490 AND 503, AND PORTIONS OF 23RD STREET, HUMBOLDT STREET, LOUISIANA STREET, MARYLAND STREET AND DELAWARE STREET, AS SAID STREETS EXISTED PRIOR TO THE VACATION THEREOF.

PARCEL C:

BEGINNING AT THE POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF 23RD STREET, NOW CLOSED, WITH THE WESTERLY LINE OF DELAWARE STREET, NOW CLOSED; AND RUNNING THENCE WESTERLY AND ALONG THE SOUTHERLY LINE OF SAID 23RD STREET 143 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 178 FEET; THENCE AT A RIGHT ANGLE EASTERLY 143 FEET TO THE WESTERLY LINE OF SAID DELAWARE STREET; AND THENCE AT A RIGHT ANGLE NORTHERLY AND ALONG THE WESTERLY LINE OF SAID DELAWARE STREET, 178 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 491

EXCEPTING THEREFROM, ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS ON THE WESTERLY LINE OF CLOSED DELAWARE STREET AND 30 FEET SOUTHERLY ALONG THE WESTERLY LINE OF SAID DELAWARE STREET, FROM THE INTERSECTION OF THE WESTERLY LINE OF SAID DELAWARE STREET, WITH THE SOUTHERLY LINE OF 23RD STREET, NOW CLOSED; RUNNING THENCE WESTERLY, PARALLEL TO AND 30 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF SAID 23RD STREET, A DISTANCE OF 105 FEET TO A POINT; THENCE AT A RIGHT ANGLE NORTHERLY FOR A DISTANCE OF 30 FEET TO THE SOUTHERLY LINE OF SAID 23RD STREET; THENCE AT A RIGHT ANGLE WESTERLY, ALONG THE SOUTHERLY LINE OF SAID 23RD STREET, FOR A DISTANCE OF 38 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 178 FEET; THENCE AT A RIGHT ANGLE EASTERLY 143 FEET TO THE WESTERLY LINE OF SAID DELAWARE STREET, NOW CLOSED; AND THENCE AT A RIGHT ANGLE NORTHERLY AND ALONG THE WESTERLY LINE OF SAID DELAWARE STREET, 148 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY LINE OF DELAWARE STREET, NOW CLOSED, DISTANT THEREON 21.83 FEET SOUTHERLY FROM THE FORMER SOUTHERLY BOUNDARY LINE OF 23RD STREET, NOW CLOSED; AND RUNNING THENCE

PROPERTY DESCRIPTION

PAGE 5 OF 6

JANUARY 10, 2020

JOB NO.: 2747-000

SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID DELAWARE STREET, 8.17 FEET; THENCE AT A RIGHT ANGLE WESTERLY 105.00 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 8.17 FEET; THENCE AT A RIGHT ANGLE EASTERLY 105.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL D:

BEGINNING AT A POINT IN THE FORMER SOUTHERLY BOUNDARY LINE OF 23RD STREET, NOW CLOSED, DISTANT THEREON 19.92 FEET WESTERLY FROM THE WESTERLY BOUNDARY LINE OF DELAWARE STREET, NOW CLOSED; AND RUNNING THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID 23RD STREET 85.08 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 25.67 FEET; THENCE AT A RIGHT ANGLE EASTERLY 85.08 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 25.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 491

PARCEL E:

BEGINNING AT THE POINT MARKING THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF 23RD STREET, NOW CLOSED, WITH THE WESTERLY BOUNDARY LINE OF DELAWARE STREET, NOW CLOSED; AND RUNNING THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID DELAWARE STREET, 21.83 FEET; THENCE AT A RIGHT ANGLE EASTERLY 75.08 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 47.50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 95.00 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 25.67 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID 23RD STREET; THENCE EASTERLY, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID 23RD STREET, 19.92 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING A PORTION OF 23RD STREET, AS SAID STREET EXISTED PRIOR TO THE CLOSURE THEREOF.

PARCEL F:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF HUMBOLDT STREET EXTENDED EASTERLY WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET AND RUNNING THENCE NORTH 4° 20' WEST, ALONG THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET, 279.17 FEET, TO THE SOUTHERLY LINE OF THE LANDS OF THE U.S. NAVY; THENCE NORTH 85° 40' EAST, ALONG THE LAST MENTIONED BOUNDARY LINE, 1.00 FOOT; THENCE SOUTH 4° 20' EAST 279.17 FEET TO THE EASTERLY EXTENSION OF THE CENTER LINE OF HUMBOLDT STREET; THENCE SOUTH 85° 40' WEST, ALONG THE CENTER LINE OF HUMBOLDT STREET EXTENDED EASTERLY, 1.00 FOOT, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL G:

BEGINNING AT A POINT IN THE CENTER LINE OF HUMBOLDT STREET EXTENDED EASTERLY DISTANT THEREON NORTH 85° 40' EAST 1.00 FOOT FROM THE INTERSECTION OF THE EASTERLY EXTENSION OF HUMBOLDT STREET WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET AND RUNNING THENCE NORTH 85° 40' EAST, ALONG SAID EASTERLY EXTENSION OF HUMBOLDT STREET, 41.67 FEET; THENCE NORTH 4° 20' WEST 4.38 FEET; THENCE NORTH 84° 32' EAST

19.84 FEET; THENCE NORTH 5° 28' WEST 9.67 FEET; THENCE NORTH 87° 36' 10" WEST 32.76 FEET; THENCE NORTH 50° 02' 20" EAST 19.19 FEET; THENCE NORTH 85° 40' EAST 4.00 FEET; THENCE NORTH 4° 20' WEST, PARALLEL WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET 135.45 FEET; THENCE SOUTH 86° 59' 50" WEST 24.83 FEET; THENCE NORTH 4° 20' WEST 113.69 FEET TO THE SOUTHERLY BOUNDARY OF LANDS OF THE U.S. NAVY; THENCE SOUTH 85° 40' WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 23.57 FEET TO A POINT NORTH 85° 40' EAST 1.00 FOOT DISTANT FROM THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET; THENCE SOUTH 4° 20' EAST, PARALLEL WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET, 279.17 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.



END OF DESCRIPTION

S. Kyle Pack 10 Jan 2020
SABRINA KYLE PACK P.L.S.
L.S. NO. 8164

Exhibit A-2
PG&E Sub-Area Legal Description

ILLINOIS STREET 80' WIDE

22ND STREET 66' WIDE

PG&E
SUB-AREA
209,736 SF±

PARCEL A
APN 4175-017

FTM 9597
HH SURVEY MAPS 89



POB
PG&E
PARCEL B
(PORTION)
DN 2016-K187756
APN 4175-018
(PORTION)
POC 23RD STREET 80' WIDE

CALIFORNIA BARREL
COMPANY LLC
DN 2016-K334613

PARCEL B
APN 4232-006

SAN FRANCISCO BAY



SCALE: 1"=200'

EXHIBIT A-2

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PG&E SUB-AREA

PORTION OF PG&E PARCEL (APN 4175-018)

CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JULY 30, 2021

cbg

CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

JULY 30, 2021
JOB NO.: 2747-000

EXHIBIT A-2
PROPERTY DESCRIPTION
PG&E SUB-AREA
PORTION OF PG&E PROPERTY (APN 4175-018)
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL B, AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 14, 2016, AS DOCUMENT NUMBER 2016-K187756 OR OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY BOUNDARY LINE OF ILLINOIS STREET WITH THE NORTHERLY BOUNDARY LINE OF 23RD STREET;

THENCE, FROM SAID POINT ON COMMENCEMENT, ALONG SAID EASTERN LINE, NORTH 04°21'59" WEST 433.18 FEET (THE BEARING OF SAID EASTERN LINE BEING TAKEN AS NORTH 04°21'59" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID EASTERLY LINE, NORTH 85°38'01" EAST 261.38 FEET, TO A POINT ON THE EASTERLY LINE OF SAID PARCEL B;

THENCE ALONG SAID PARCEL B, THE FOLLOWING THIRTEEN (13) COURSES:

- 1) NORTH 04°53'02" WEST 1.31 FEET;
- 2) NORTH 86°12'34" EAST 76.76 FEET;
- 3) NORTH 04°21'59" WEST 121.47 FEET;
- 4) NORTH 85°38'01" EAST 35.24 FEET;
- 5) SOUTH 72°51'51" EAST 47.67 FEET;
- 6) NORTH 68°58'28" EAST 76.13 FEET;
- 7) NORTH 81°10'26" EAST 52.89 FEET;
- 8) NORTH 04°21'59" WEST 148.53 FEET;
- 9) NORTH 85°38'01" EAST 36.62 FEET;
- 10) NORTH 25°06'47" WEST 56.46 FEET;

PROPERTY DESCRIPTION

PAGE 2 OF 2

JULY 30, 2021
JOB NO.: 2747-000

- 11) NORTH 42°41'35" WEST 129.00 FEET;
- 12) SOUTH 85°38'01" WEST 480.00 FEET;
- 13) SOUTH 04°21'59" EAST 433.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 209,736 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS AN ILLUSTRATIVE PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



A handwritten signature in blue ink that reads "S. Kyle Pack" with a stylized flourish at the end.

SABRINA KYLE PACK P.L.S.
L.S. NO. 8164

Exhibit A-3
Port Open Space Legal Description



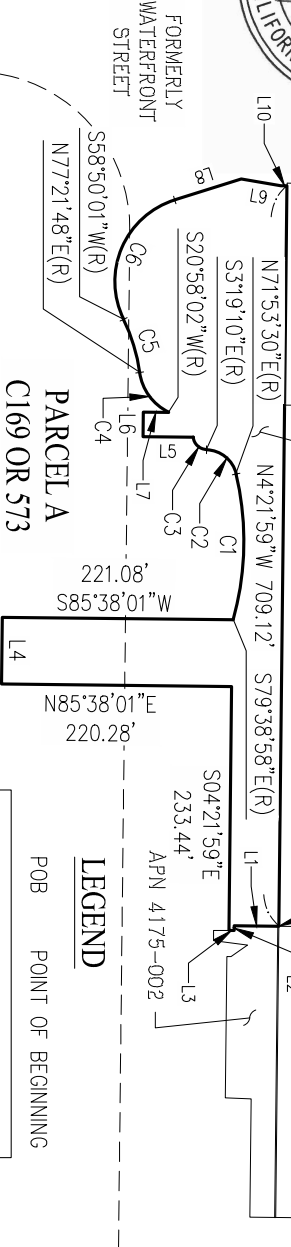
SCALE: 1"=150'

CALIFORNIA BARREL COMPANY LLC
APN 4232-006

CALIFORNIA BARREL
COMPANY LLC
APN 4175-017

PORT OPEN SPACE PROPERTY
70,401 SF±

FORMER CENTERLINE
OF HUMBOLDT
STREET



LEGEND

POB POINT OF BEGINNING

CURVE TABLE

NO	RADIUS	DELTA	LENGTH
C1	284.00'	28°27'32"	141.06'
C2	30.00'	75°12'40"	39.38'
C3	13.00'	83°52'35"	19.03'
C4	50.00'	56°23'46"	49.22'
C5	165.00'	18°31'47"	53.36'
C6	82.00'	98°40'27"	141.22'

LINE TABLE

NO	BEARING	LENGTH
L1	N85°38'01"E	42.67'
L2	N04°21'59"W	4.38'
L3	N84°30'01"E	5.00'
L4	S04°21'59"E	64.00'
L5	N85°38'02"E	48.15'

LINE TABLE

NO	BEARING	LENGTH
L6	S04°20'07"E	23.54'
L7	S85°38'03"W	24.16'
L8	S67°30'28"W	66.81'
L9	N85°19'01"W	38.54'
L10	S85°38'01"W	5.82'

EXHIBIT A-3

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORT OPEN SPACE PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 16, 2020



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

SEPTEMBER 17, 2020
JOB NO.: 2747-000

EXHIBIT A-3
PROPERTY DESCRIPTION
PORT OPEN SPACE PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A, AS SAID PARCEL A IS DESCRIBED IN THAT CERTAIN DOCUMENT ENTITLED "DESCRIPTION", RECORDED MAY 14, 1976, IN BOOK C169 OF OFFICIAL RECORDS AT PAGE 573, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL A, SAID POINT BEING THE WESTERN TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "140. ... S. 85° 40' W 1.0 FOOT", SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF FORMER HUMBOLDT STREET (66 FEET WIDE) WITH THE WESTERN LINE OF WATERFRONT STREET (WIDTH VARIES);

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID BOUNDARY LINE OF PARCEL A, THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 85°38'01" EAST (THE BEARING OF SAID BOUNDARY LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 42.67 FEET,
- 2) NORTH 04°21'59" WEST 4.38 FEET, AND
- 3) NORTH 84°30'01" EAST 5.00 FEET;

THENCE, LEAVING SAID BOUNDARY LINE OF PARCEL A, SOUTH 04°21'59" EAST 233.44 FEET;

THENCE, NORTH 85°38'01" EAST 220.28 FEET;

THENCE, SOUTH 04°21'59" EAST 64.00 FEET;

THENCE, SOUTH 85°38'01" WEST 221.08 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 284.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 79°38'58" EAST, THROUGH A CENTRAL ANGLE OF 28°27'32", AN ARC DISTANCE OF 141.06 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 30.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 71°53'30" EAST, THROUGH A CENTRAL ANGLE OF 75°12'40", AN ARC DISTANCE OF 39.38 FEET;

PROPERTY DESCRIPTION

PAGE 2 OF 2

SEPTEMBER 17, 2020

JOB NO.: 2747-000

THENCE, ALONG THE ARC OF A REVERSE 13.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 03°19'10" EAST, THROUGH A CENTRAL ANGLE OF 83°52'35", AN ARC DISTANCE OF 19.03 FEET;

THENCE, NORTH 85°38'02" EAST 48.15 FEET;

THENCE, SOUTH 04°20'07" EAST 23.54 FEET;

THENCE, SOUTH 85°38'03" WEST 24.16 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 20°58'02" WEST, THROUGH A CENTRAL ANGLE OF 56°23'46", AN ARC DISTANCE OF 49.22 FEET;

THENCE, ALONG THE ARC OF A REVERSE 165.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 77°21'48" EAST, THROUGH A CENTRAL ANGLE OF 18°31'47", AN ARC DISTANCE OF 53.36 FEET;

THENCE, ALONG THE ARC OF A REVERSE 82.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 58°50'01" WEST, THROUGH A CENTRAL ANGLE OF 98°40'27", AN ARC DISTANCE OF 141.22 FEET;

THENCE, SOUTH 67°30'28" WEST 66.81 FEET;

THENCE, NORTH 85°19'01" WEST 38.54 FEET;

THENCE, SOUTH 85°38'01" WEST 5.82 FEET TO A POINT ON SAID BOUNDARY LINE OF PARCEL A;

THENCE, ALONG SAID BOUNDARY LINE OF PARCEL A, NORTH 04°21'59" WEST 709.12 FEET TO SAID POINT OF BEGINNING.

CONTAINING 70,401 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION



S. Kyle Pack

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

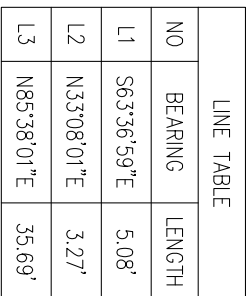
Exhibit A-4
Port 23rd St. Property Legal Description

PORT 23RD ST. PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

cbg

SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

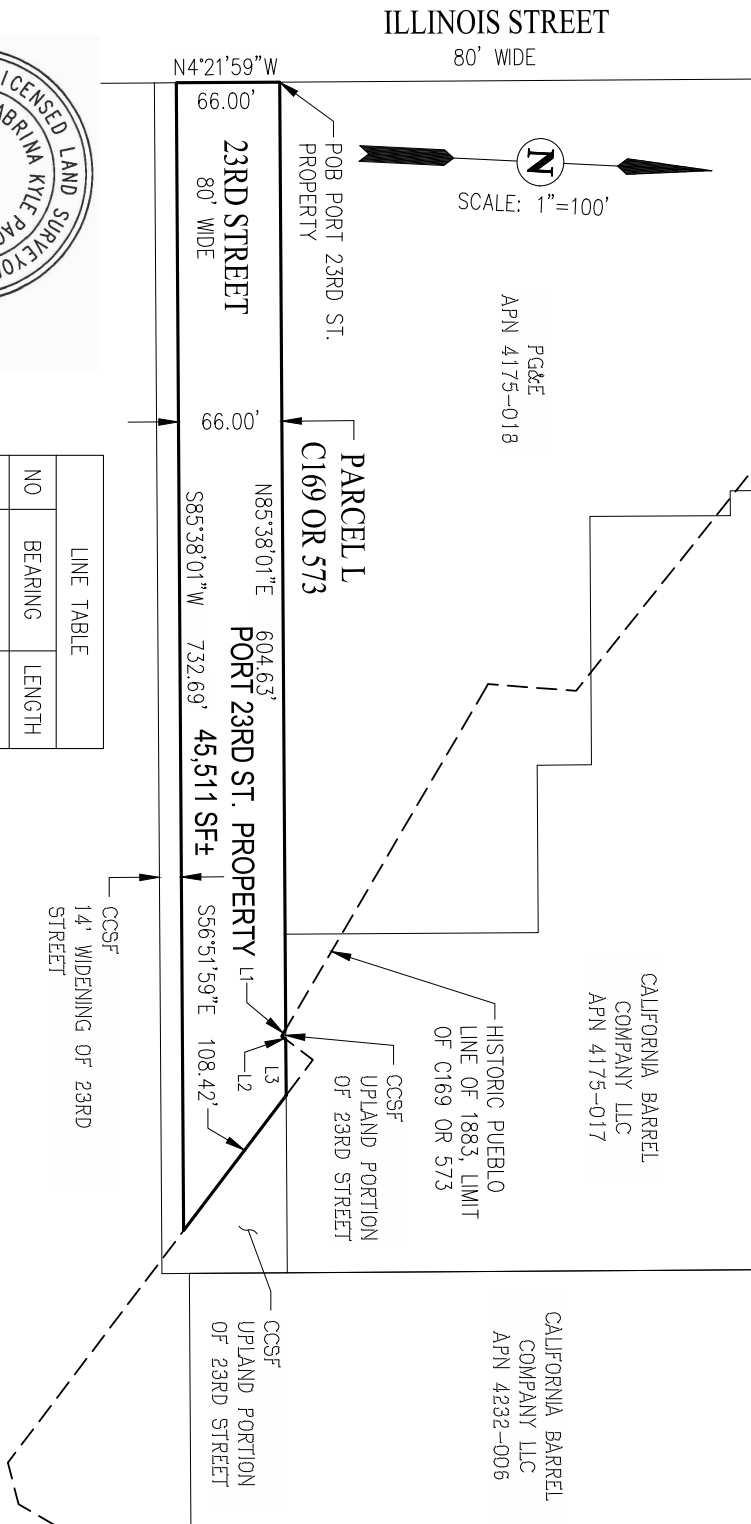
CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS



LEGEND

POB POINT OF BEGINNING

SHEET 1 OF 1



JUNE 2, 2020
JOB NO.: 2747-000

EXHIBIT A-4
PROPERTY DESCRIPTION
PORT 23RD ST. PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL L, AS SAID PARCEL L IS DESCRIBED IN THAT CERTAIN DOCUMENT ENTITLED "DESCRIPTION", RECORDED MAY 14, 1976, IN BOOK C169 OF OFFICIAL RECORDS AT PAGE 573, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL L, SAID POINT BEING THE NORTHEASTERN CORNER OF 23RD STREET (FORMERLY NEVADA STREET, FORMERLY 66 FEET WIDE), AND ILLINOIS STREET (80 FEET WIDE);

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID BOUNDARY LINE OF PARCEL L, THE FOLLOWING SIX (6) COURSES:

- 1) ALONG THE NORTHERN LINE OF SAID 23RD STREET, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 604.63 FEET TO A POINT ON THE BOUNDARY LINE OF THE PUEBLO OF SAN FRANCISCO AS SURVEYED BY F. VON LEICHT, U.S. DEPUTY SURVEYOR, IN DECEMBER 1883 AND SHOWN ON "PLAT OF THE PUEBLO LANDS OF SAN FRANCISCO FINALLY CONFIRMED TO THE CITY AND COUNTY OF SAN FRANCISCO", APPROVED MAY 15, 1884;
- 2) ALONG SAID PUEBLO LINE, THE FOLLOWING TWO (2) COURSES:
SOUTH 63°36'59" EAST 5.08 FEET AND
- 3) NORTH 33°08'01" EAST 3.27 FEET TO SAID NORTHERN LINE OF SAID 23RD STREET,
- 4) ALONG SAID NORTHERN LINE OF 23RD STREET, NORTH 85°38'01" EAST 35.69 FEET TO A POINT ON SAID PUEBLO LINE,
- 5) ALONG SAID PUEBLO LINE, SOUTH 56°51'59" EAST 108.42 FEET TO A POINT ON THE SOUTHERN LINE OF SAID 23RD STREET (FORMERLY 66 WIDE), AND
- 6) ALONG SAID SOUTHERN LINE, SOUTH 85°38'01" WEST 732.69 FEET TO THE EASTERN LINE OF SAID ILLINOIS STREET (80 FEET WIDE);

PROPERTY DESCRIPTION

PAGE 2 OF 2

JUNE 2, 2020
JOB NO.: 2747-000

THENCE, LEAVING SAID BOUNDARY LINE OF PARCEL F (C169 OR 573), ALONG
SAID EASTERN LINE OF ILLINOIS STREET (80 FEET WIDE), NORTH 04°21'59"
WEST 66.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 45,511 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION



A handwritten signature in cursive script, reading "S. Kyle Pack", followed by a horizontal line.

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit A-5
Port Bay Property Legal Description



CALIFORNIA BARREL COMPANY LLC
APN 4232-006

CALIFORNIA BARREL
COMPANY LLC
APN 4175-017

FORMERLY
WATERFRONT
STREET

APN 4175-002

POB
PORT BAY
PROPERTY
N67°56'38"E(R)
PORT BAY PROPERTY
2.651 SF±

LEGEND

POB POINT OF BEGINNING



LINE TABLE		
NO	BEARING	LENGTH
L1	S04°21'59"E	113.51'
L2	N86°57'51"E	17.19'
L3	N22°09'26"E	53.51'
L4	S85°38'01"W	46.18'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	88.00'	44°12'48"	67.91'

EXHIBIT A-5

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORT BAY PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JUNE 2, 2020



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

JUNE 2, 2020
JOB NO.: 2747-000

**EXHIBIT A-5
PROPERTY DESCRIPTION
PORT BAY PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A, AS SAID PARCEL A IS DESCRIBED IN THAT CERTAIN DOCUMENT ENTITLED "DESCRIPTION" RECORDED MAY 14, 1976, IN BOOK C169 OF OFFICIAL RECORDS AT PAGE 573, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL A, SAID POINT BEING THE NORTHERN TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "130. S. 04°20' E., 113.69 FEET";

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID BOUNDARY LINE OF PARCEL A, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 04°21'59" EAST (THE BEARING OF SAID BOUNDARY LINE BEING TAKEN AS SOUTH 04°21'59" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 113.51 FEET, AND
- 2) NORTH 86°57'51" EAST 17.19 FEET;

THENCE, LEAVING SAID BOUNDARY LINE OF PARCEL A, ALONG THE ARC OF A NON-TANGENT 88.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 67°56'38" EAST, THROUGH A CENTRAL ANGLE OF 44°12'48", AN ARC DISTANCE OF 67.91 FEET;

THENCE, NORTH 22°09'26" EAST 53.51 FEET;


THENCE, SOUTH 85°38'01" WEST 46.18 FEET TO SAID POINT OF BEGINNING.

CONTAINING 2,651 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION





SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit A-6
Port Craig Lane Property Legal Description

FINAL TRANSFER MAP 9597

HH SURVEY MAPS 89

22ND STREET

LOT V

LOT 18

LOT Y

LOT 22

LOT Z

LOT 19

LOT AA

LOT 20

PG&E

DN 2016-K187706

APN 4175-018

15'

15'

PARCEL ONE
6,516 SF ±

CALIFORNIA BARREL
COMPANY, LLC
APN 4175-017

PARCEL TWO
4,365 SF ±



SCALE: 1"=100'

EXHIBIT A-6

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

LEASE AREA - PORT CRAIG LANE
LOTS 18, 19, 22, Y AND AA, FINAL TRANSFER MAP 9597 (HH SURVEY MAPS 89)
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JULY 29, 2019



CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

JULY 29, 2019
JOB NO.: 2747-000

EXHIBIT A-6

PROPERTY DESCRIPTION

LEASE AREA - PORT CRAIG LANE

**LOTS 18, 19, 22, Y AND AA, FINAL TRANSFER MAP 9597 (HH SURVEY MAPS 89)
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, COMPRISED OF TWO (2) PARCELS, DESCRIBED AS FOLLOWS:

PARCEL ONE

BEING A PORTION OF LOTS 18, 22, AND LOT Y, AS SAID LOTS ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL TRANSFER MAP 9597, RECORDED FEBRUARY 7, 2019, IN BOOK HH OF SURVEY MAPS, AT PAGE 89, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE SOUTHERN FIFTEEN (15) FEET OF SAID LOTS.

CONTAINING 6,516 SQUARE FEET OF LAND, MORE OR LESS.

PARCEL TWO

BEING A PORTION OF LOT 19 AND LOT AA, AS SAID LOTS ARE SHOWN AND SO DESIGNATED ON SAID FINAL TRANSFER MAP 9597 (HH SURVEY MAPS 89), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE SOUTHERN FIFTEEN (15) FEET OF SAID LOTS.

CONTAINING 4,365 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION




SABRINA KYLE PACK P.L.S.
L.S. NO. 8164

Exhibit A-7
City Sub-Area Legal Description

PLAT TO ACCOMPANY LEGAL DESCRIPTION

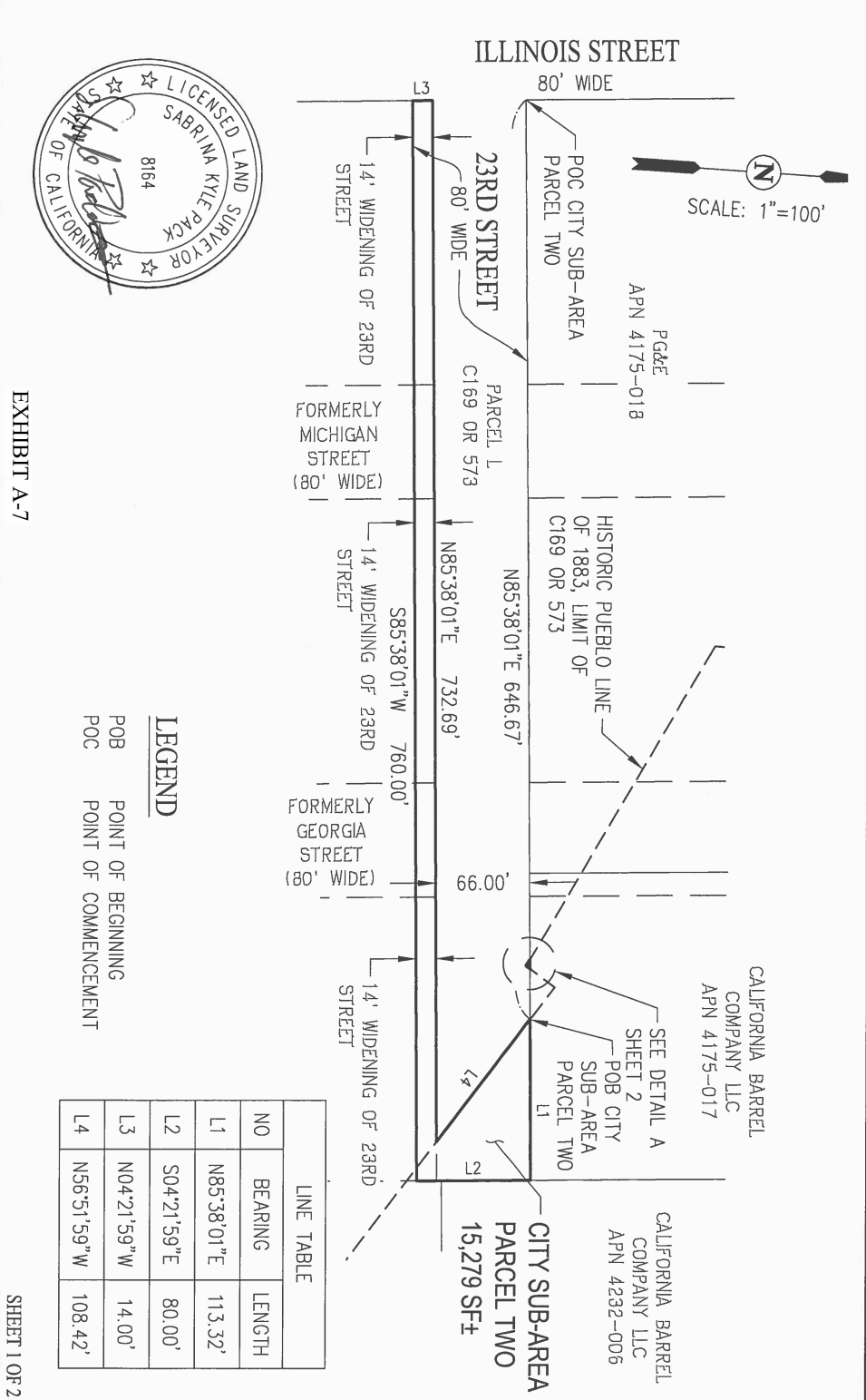
CITY SUB-AREA PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 20, 2019

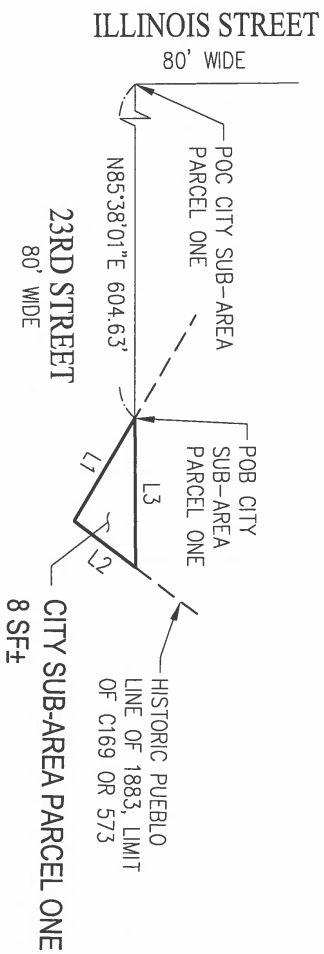


cbg

SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS





DETAIL A
NOT TO SCALE

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

LINE TABLE		
NO	BEARING	LENGTH
L1	S63°36'59"E	5.08'
L2	N33°08'01"E	3.27'
L3	S85°38'01"W	6.35'

EXHIBIT A-7

SHEET 2 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY SUB-AREA PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 20, 2019



SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS • SURVEYORS • PLANNERS

EXHIBIT A-7
PROPERTY DESCRIPTION
CITY SUB-AREA PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, COMPRISED OF TWO (2) PARCELS, DESCRIBED AS FOLLOWS:

CITY SUB-AREA PARCEL ONE

BEING A PORTION OF 23RD STREET (FORMERLY NEVADA STREET, 80 FEET WIDE), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN CORNER OF SAID 23RD STREET AND ILLINOIS STREET (80 FEET WIDE);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID 23RD STREET, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 604.63 FEET TO A POINT ON THE BOUNDARY LINE OF THE PUEBLO OF SAN FRANCISCO AS SURVEYED BY F. VON LEICHT, U.S. DEPUTY SURVEYOR, IN DECEMBER 1883 AND SHOWN ON "PLAT OF THE PUEBLO LANDS OF SAN FRANCISCO FINALLY CONFIRMED TO THE CITY AND COUNTY OF SAN FRANCISCO", APPROVED MAY 15, 1884, SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID PUEBLO LINE, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 63°36'59" EAST 5.08 FEET AND
- 2) NORTH 33°08'01" EAST 3.27 FEET TO SAID NORTHERN LINE OF SAID 23RD STREET;

THENCE, ALONG SAID NORTHERN LINE OF 23RD STREET, SOUTH 85°38'01" WEST 6.35 FEET TO SAID POINT OF BEGINNING.

CONTAINING 8 SQUARE FEET OF LAND, MORE OR LESS.

CITY SUB-AREA PARCEL TWO

BEING A PORTION OF SAID 23RD STREET (FORMERLY NEVADA STREET, FORMERLY 66 FEET WIDE), A PORTION OF THE 14 FOOT WIDENING OF 23RD STREET, AS SHOWN ON THE MAP ENTITLED "MAP SHOWING THE WIDENING OF TWENTY-THIRD STREET FROM THIRD STREET TO ITS EASTERLY TERMINATION", FILED ON JULY 22, 1927, IN BOOK L OF MAPS, AT PAGE 34, IN SAID OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, AND BEING A PORTION

OF MICHIGAN STREET (80 FEET WIDE) AND GEORGIA STREET (80 FEET WIDE),
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN CORNER OF SAID 23RD STREET (FORMERLY 66
FEET WIDE) AND ILLINOIS STREET (80 FEET WIDE);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF
SAID 23RD STREET, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN
LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING
THIS DESCRIPTION) 646.67 FEET TO A POINT ON SAID PUEBLO LINE, SAID
POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTHERN
LINE OF 23RD STREET, NORTH 85°38'01" EAST 113.32 FEET TO THE WESTERN
LINE OF FORMER LOUISIANA STREET (80 FEET WIDE);

THENCE, ALONG SAID WESTERN LINE, SOUTH 04°21'59" EAST 80.00 FEET TO
THE SOUTHERN LINE OF SAID 14 FOOT WIDENING OF 23RD STREET;

THENCE, ALONG SAID SOUTHERN LINE, AND ITS CONNECTING PROLONGATIONS,
SOUTH 85°38'01" WEST 760.00 FEET TO THE EASTERN LINE OF SAID ILLINOIS
STREET (80 FEET WIDE);

THENCE, ALONG SAID EASTERN LINE, NORTH 04°21'59" WEST 14.00 FEET TO
THE NORTHERN LINE OF SAID 14 FOOT WIDENING OF 23RD STREET;

THENCE, ALONG SAID NORTHERN LINE, AND IT'S CONNECTING PROLONGATIONS,
NORTH 85°38'01" EAST 732.69 FEET TO A POINT ON SAID PUEBLO LINE;


THENCE, ALONG SAID PUEBLO LINE, NORTH 56°51'59" WEST 108.42 FEET TO
SAID POINT OF BEGINNING.

CONTAINING 15,279 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION





SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit C

Amended and Restated Financing Plan

[attached]

EXHIBIT C

Amended and Restated Financing Plan

This AMENDED AND RESTATED FINANCING PLAN (this “**Financing Plan**”) implements and is part of the Development Agreement to which this Financing Plan is attached and of which it is made a part (as amended from time to time as provided thereunder, the “**Development Agreement**”). Capitalized terms used but not otherwise defined in this Financing Plan shall have meanings given to them in the Development Agreement. Each Attachment to this Financing Plan is incorporated herein and made a part hereof as if set forth in full. Each reference to an Attachment in this Financing Plan shall mean that Attachment as it may be updated or amended from time to time in accordance with the terms of this Agreement.

The Effective Date of the original Financing Plan that has been amended and restated as set forth herein (the “**Original Financing Plan**”) was prior to the formation of the CFD. Since such Effective Date, the Board of Supervisors undertook proceedings for the CFD, including a resolution of intention of the Board of Supervisors of the City to establish the CFD (Resolution No. 30-22), a resolution of intention of the Board of Supervisors to incur bonded indebtedness and other debt (Resolution No. 29-22), a resolution of the Board of Supervisors of the City forming the CFD (Resolution No. 83-22), and a resolution of the Board of Supervisors of the City declaring the necessity to incur bonded indebtedness and other debt for the CFD (Resolution No. 84-22) (collectively, the “**CFD Formation Resolutions**”). The CFD Formation Resolutions also approved the Rate and Method of Apportionment of Special Taxes for Improvement Area No. 1 of the CFD (the “**IA No. 1 RMA**” and together with the CFD Formation Resolutions, the “**CFD Proceedings**”). Except as set forth in this paragraph, the Original Financing Plan has not been amended to describe the CFD as formed. In the event of any inconsistency between the terms of this Financing Plan and the CFD Proceedings, the CFD Proceedings shall govern.

The City approved this Financing Plan as part of an amendment to the Development Agreement pursuant to Ordinance No. ____ (File No. XXXX), adopted by the Board of Supervisors on ____, 20__, which was signed by the Mayor on ____, 20__. Pursuant to Resolution No. ____, the City also approved the IFP attached hereto as Attachment 1 and the EIFD Acquisition and Financing Agreement in the form attached hereto as Attachment 2.

1. OVERVIEW

1.1 CFD Financing Plan Purposes

(a) Purpose of Financing Plan for CFD. The purpose of this Financing Plan is to establish the contractual framework for mutual cooperation between the City and Developer necessary to implement the Project. Accordingly, the City shall take all actions reasonably necessary, and Developer shall cooperate reasonably, to do all of the following, all related to and in furtherance of the development and operation of the

Project and all as more particularly described herein: (i) establish the CFD, (ii) approve each RMA with a Facilities Special Tax and a Contingent Services Special Tax, and, at the sole discretion of Developer, a Services Special Tax, (iii) levy Project Special Taxes, and (iv) issue CFD Bonds.

(b) Structure of CFD. This Financing Plan is also designed to provide flexibility to Developer to tailor the CFD to the phasing and marketing of the Developer Property. Accordingly, while ultimately the CFD will comprise the entirety of the Developer Property, Developer shall have the flexibility to request that (i) the CFD be formed initially over the entirety of the Developer Property, or (ii) the CFD be formed initially over one or more phases of the Developer Property in an Improvement Area, with the remainder of the Developer Property (and, in either case, possibly other property outside the Project Site) being identified as Future Annexation Area. If Developer requests an initial Improvement Area with Future Annexation Area, Developer may also request the further flexibility to annex the property identified as the Future Annexation Area into the initial Improvement Area or into a newly-created Improvement Area. The Future Annexation Area property shall be annexed from time to time upon the submission of the unanimous written approval of the property owner of the property to be annexed pursuant to the CFD Act according to the procedures established by the Board of Supervisors in the CFD formation proceedings. Developer shall complete the annexation process for a Development Phase not then within the CFD before approval by the City of the Development Phase Application for such Development Phase.

1.2 EIFD Financing Plan Purposes

(a) As stated above, the purpose of this Financing Plan is to establish the contractual framework for mutual cooperation between the City and Developer necessary to implement the Project. Accordingly, the City shall take all actions reasonably necessary, and Developer shall cooperate reasonably, to do all of the following, all related to and in furtherance of the development and operation of the Project and all as more particularly described herein: (i) request the Public Financing Authority to form, and cooperate with the Public Financing Authority in connection with formation of, the EIFD; (ii) request the Public Financing Authority to approve the IFP in substantially the form attached hereto; (iii) execute the EIFD Acquisition and Financing Agreement in substantially the form attached hereto; (iv) request the Public Financing Authority to execute the EIFD Acquisition and Financing Agreement in substantially the form attached hereto; (v) implement the IFP and EIFD Acquisition and Financing Agreement; and (vi) subject to the terms hereof, cooperate with the issuance of EIFD Bonds and utilize the proceeds of the Bonds to acquire and/or reimburse Developer for EIFD Improvements.

2. COMMUNITY FACILITIES DISTRICT FINANCING

2.1 Formation of the CFD

(a) Formation. Except as otherwise agreed to by Developer and the City, Developer shall submit a petition to the City under the CFD Act for formation of the CFD over some or all of the Developer Property so that the CFD is established by the Board of Supervisors before approval by the City of the first tentative subdivision map for the Project. The City shall initiate formation of the CFD pursuant to this Financing Plan promptly following submission by Developer of such petition and compliance with section 53318(d) of the Mello-Roos Act. The City and Developer intend that the provisions of this Financing Plan be consistent with and authorized by the CFD Goals; accordingly, at the time the CFD is formed, the City may waive any provisions in its CFD Goals that are inconsistent with this Financing Plan, subject to the restrictions set forth in Section 2.6(g). In addition, as part of the CFD formation proceedings, Developer and the City may mutually agree to exempt certain property within the Developer Property and to identify additional property (on or outside the Project Site) for future annexation as set forth in Section 1.1(b). So long as the CFD complies in all material respects with the terms and conditions set forth in this Financing Plan, Developer agrees to vote in favor of the formation of the CFD for which it has petitioned and in favor of subsequent annexations of any portions of the Developer Property that are not initially included in the CFD, in any case subject to revisions approved by the City and Developer. For the avoidance of doubt, if Developer Transfers any portion of the Developer Property before formation of the CFD, the Transferee shall also be required to vote in favor of the formation of the CFD and annexations in accordance with the previous sentence.

(b) Taxable Parcels. Developer and the City intend that Facilities Special Taxes and Services Special Taxes (if any) and, upon the occurrence of a Contingent Trigger Event, the Contingent Services Special Taxes, will be levied against all Taxable Parcels for the purposes described in this Financing Plan and agree that all Exempt Parcels shall be exempt from Project Special Taxes.

(c) Petition.

(i) In its petition, Developer may in its sole discretion include proposed specifications for the CFD (and each Improvement Area), including (A) Facilities Special Tax rates that comply with Section 2.3(e), (B) Services Special Tax rates in the sole discretion of Developer, (C) Contingent Services Special Tax rates that comply with Section 2.3(e), (D) any tax zones within the CFD (and each Improvement Area), (E) any property that will be an Exempt Parcel, and (F) any property (whether on or outside of the Developer Property) for future annexation into the CFD.

(ii) Prior to the time that Developer submits a petition under Section 2.1(a), the City and Developer shall meet with the City's public financing consultants to determine reasonable and appropriate terms of the proposed CFD, which shall be consistent with this Financing Plan, except as otherwise approved by the City and Developer.

(d) Authorized Uses. The CFD (and each and every Improvement Area) shall be authorized to finance Qualified Project Costs, Additional Community Facilities Costs, and, if a Services Special Tax is approved at the sole discretion of Developer or

as otherwise agreed by the City and Developer, Ongoing Maintenance Services Costs, irrespective of the geographic location of the improvements financed or maintained. The CFD (and each and every Improvement Area) shall also be authorized to finance Contingent Services Costs upon the occurrence of a Contingent Trigger Event irrespective of the geographic location of the improvements financed or maintained. For the avoidance of doubt, the CFD (and each Improvement Area therein) shall be authorized to construct and maintain facilities located outside the boundaries of the CFD or the applicable Improvement Area, including on property owned by the Port.

(e) Joint Community Facilities Agreements. Under the CFD Act, the City may be required to enter into a joint community facilities agreement with another Governmental Entity that will own or operate any of the authorized improvements. The City and Developer agree that to the extent required for compliance with the CFD Act they shall each take all steps reasonably necessary to procure the authorization and execution of any such joint community facilities agreement with any such Governmental Entity before the issuance of any CFD Bonds that will finance authorized improvements that will be owned or operated by such Governmental Entity. The City and Developer do not currently anticipate that any of the authorized improvements will be owned by a Governmental Entity other than the City or the Port.

(f) Notice of Special Tax Lien. Project Special Taxes shall be secured by recordation in the Official Records of continuing liens against (i) all Taxable Parcels located in the initial Improvement Area(s) at the time of CFD formation and (ii) all Taxable Parcels in property annexed into an Improvement Area at the time of such annexation.

2.2 Scope of CFD-Financed Costs

(a) Authorized Costs. The CFD (and each Improvement Area therein) may finance only Qualified Project Costs, Additional Community Facilities Costs, and, if a Services Special Tax is approved at the sole discretion of Developer or as otherwise agreed by Developer and the City, Ongoing Maintenance Services Costs. The CFD (and each Improvement Area therein) shall also be authorized to levy the Contingent Services Special Tax upon the occurrence of a Contingent Trigger Event to finance the Contingent Services Costs.

2.3 Parameters of CFD Formation

(a) RMA. Except as otherwise approved by the City and Developer, each RMA shall be consistent with this Financing Plan and, to the extent consistent with this Financing Plan, Developer's petition.

(b) Cooperation. Developer and the City shall cooperate reasonably in developing each RMA. Developer and the City shall each use good-faith reasonable efforts at all times to furnish timely to the other, or to obtain and then furnish timely to the other, any information reasonably necessary to develop each RMA, such as legal

boundaries of the property to be included and Developer's plans for the types, sizes, numbers, and timing for development within the CFD or Improvement Area.

(c) RMA Consultants and Approval. Each RMA shall be: (i) developed by the City's special tax consultant, in consultation with Developer and the City's staff and other consultants consistent with this Financing Plan; and (ii) subject to approval of the Board of Supervisors in its resolution of formation for the CFD and such other legislative actions required by such resolution of formation. Project Special Taxes on any Taxable Parcel must not exceed any applicable maximum specified in the CFD Goals and must not be less than the minimum rate specified in this Financing Plan, unless otherwise approved by the City's staff, Developer, and the Board of Supervisors.

(d) Priority Administrative Costs. In the formation process for the CFD, the City and Developer shall agree on the amount of annual CFD administrative costs that will have first priority for payment by Project Special Taxes within each Improvement Area based on: (i) actual administration costs of other community facilities districts of the City; and (ii) the CFD's complexity and size. In determining coverage requirements for any reason (e.g., bond sizing, parity bonds, etc.), the City shall use the priority administrative costs for such Improvement Area when estimating administrative expenses.

(e) Project Special Taxes. Each RMA shall create three categories of special taxes: the Facilities Special Tax, the Services Special Tax (at the sole discretion of Developer), and the Contingent Services Special Tax. Each RMA shall establish Facilities Special Tax rates, Services Special Tax rates (if any), and Contingent Services Special Tax rates. The Facilities Special Tax rates, Services Special Tax rates (if any), and Contingent Services Special Tax rates for Developed Property may vary based on sizes, densities, types of buildings to be constructed, and other relevant factors when the CFD is formed or property is annexed to the CFD. Each RMA shall establish Facilities Special Tax rates assuming that any First Tranche CFD Bonds issued will have a debt service coverage ratio of one hundred ten percent (110%), unless the City and Developer approve a higher ratio to market the First Tranche CFD Bonds effectively. Each RMA shall establish Facilities Special Tax rates for Undeveloped Property, provided, that, except to the extent otherwise agreed to by Developer, both before and after the CFD Conversion Date, Facilities Special Taxes (i) may not be levied on Undeveloped Property to create Remainder Taxes and (ii) shall only be levied on Undeveloped Property to the extent required under Section 2.3(g)(ii). There shall be no levy of Services Special Taxes or Contingent Services Special Taxes on Undeveloped Property. In its petition, and in connection with any annexation of property to an Improvement Area, Developer shall select Project Special Tax rates in its sole discretion, provided that such rates are consistent with the following:

(i) The maximum Facilities Special Tax rates shall be set at an amount that, when applied to the expected buildout of the Project (i.e., the 5.4 million square foot project, including the PG&E Affected Area, as described in the Plan Documents), including all land uses for property within the CFD, including property in all Improvement Areas (if applicable), would produce total aggregate maximum Facilities

Special Tax revenues of not less than \$3,300,000 (in Fiscal Year 2019-20 dollars, escalated two percent (2%) as of July 1 of each Fiscal Year thereafter commencing July 1, 2020), based on the land use program submitted by Developer and verified by the City's special tax consultant. The expected aggregate maximum Facilities Special Tax revenues of \$3,300,000 in Fiscal Year 2019-20 dollars (escalated two percent (2%) as of July 1 of each fiscal year) described in this Section 2.3(e)(i) are referred to in this Financing Plan as "**Base Aggregate Facilities Special Tax Revenues**". Developer will be permitted to select the maximum Facilities Special Tax rate for each land use type as long as they generate the Base Aggregate Facilities Special Tax Revenues. The Base Aggregate Facilities Special Tax Revenues were calculated based on the assumption that the PG&E Affected Area will be part of the Project. However, the Parties acknowledge that the Project may not include the PG&E Affected Area. To the extent that the Project does not include the PG&E Affected Area, the Base Aggregate Facilities Special Tax Revenues and Project Special Taxes will be proportionally reduced to reflect the reduction in developable square footage resulting from the PG&E Affected Area not being part of the Project. The intent of the parties is that the PG&E Affected Area should not be encumbered with the lien of the CFD until it is determined the extent to which the PG&E Affected Area will be part of the ultimate development of the Project.

(ii) The Services Special Tax rates on Taxable Parcels of residential and commercial property may be determined in the sole discretion of Developer (and, for the avoidance of doubt, may be zero). If approved, the Services Special Tax shall be used only for specific purposes that benefit the Project determined by Developer and the City at the time of CFD formation, and Developer and the City shall implement a program for maintenance, repair, replacement and operation of improvements in the Project that allows the City, either by contract with Developer or otherwise in the discretion of the City, to conduct such activities using the Services Special Tax. If approved, the City shall cause the Resolution of Formation for the CFD and the City Ordinance levying any such Services Special Taxes to expressly authorize the maintenance of all Privately-Owned Community Improvements. If approved by Developer and the Board of Supervisors, the Services Special Taxes shall be levied in perpetuity or as otherwise agreed by Developer and the City at the time of CFD formation.

(iii) The Contingent Services Special Tax rate shall be established such that the aggregate Contingent Services Special Tax revenues that can be collected from the Developer Property in each Fiscal Year is equal to the Contingent Services Costs projected for the applicable Fiscal Year as of the date of the RMA and shall be levied only upon the occurrence of a Contingent Trigger Event. The projected Contingent Services Costs shall be reasonably determined by the City and Developer, in consultation with Port, taking into account, among other things, the costs budgeted by the City for the maintenance of the shoreline parks at the adjacent Pier 70 project, on a per acre basis; the amount shall be agreed on or before the time of formation of the CFD, presented by the Port and verified by the City's special tax consultant, after consulting with Developer.

(iv) The Facilities Special Tax rates shall have a term that ends one hundred and eleven (111) years after the Effective Date.

(v) On the first day of the Fiscal Year that immediately follows the CFD Conversion Date for an Improvement Area, the Facilities Special Tax rates for such Improvement Area in effect on the CFD Conversion Date shall automatically, and without action on the part of the City, be reduced (i.e., step-down) to the rates that will produce the share of the Base Aggregate Facilities Special Tax Revenues expected from such Improvement Area. The reduction shall be determined separately for each Improvement Area. The City and Developer intend for the following example to provide clarity about how the reduction shall be determined for each Improvement Area: assume that when forming Improvement Area No. 1, Developer and City have determined that the maximum Facilities Special Tax rate on the property in Improvement Area No. 1 that will be necessary to produce the share of the Base Aggregate Facilities Special Tax Revenues expected from such Improvement Area is \$1 per square foot, but Developer has selected a higher maximum Facilities Special Tax rate equal to \$1.20 per square foot. (For purposes of this example, annual escalation is ignored.) When the step-down occurs, the maximum Facilities Special Tax rate for Improvement Area No. 1 will be lowered from \$1.20 per square foot to \$1.00 per square foot (i.e., the maximum Facilities Special Tax rate on the property in Improvement Area No. 1 necessary to produce the share of the Base Aggregate Facilities Special Tax Revenues from such Improvement Area). This reduction will occur on an Improvement Area by Improvement Area basis as the CFD Conversion Date occurs for each Improvement Area, and in each case, the portion of the Facilities Special Tax eliminated will be the amount initially calculated to be over and above the maximum Facilities Special Tax rate on the property in the Improvement Area necessary to produce the share of the Base Aggregate Facilities Special Tax Revenues from such Improvement Area.

(vi) For purposes of clarity, subject to the requirements of Section 2.3(e)(i) and Section 2.3(e)(iii), (a) Developer may select different Facilities Special Tax rates and Contingent Services Special Tax rates for different land use types, including different rates for for-rent and for-sale housing and for retail, office, life science, and all other non-residential uses and (b) Developer may select the Facilities Special Tax rates and Contingent Services Special Tax rates for each Improvement Area and/or for each Development Phase that are different than the Facilities Special Tax rates and Contingent Services Special Tax rates for other Improvement Areas and/or Development Phases, as long as, in each case, Developer establishes a reasonable basis for such rates to the reasonable satisfaction of the City and such rates comply with the CFD Act.

(f) Escalation of Special Tax Rates. For the Facilities Special Tax, each RMA shall provide for annual increases in the Facilities Special Tax rates of two percent (2%) annually as of July 1 of each Fiscal Year. For the Services Special Tax (if any), each RMA shall provide for annual increases as of July 1 of each Fiscal Year that shall be the lesser of (i) the percentage change in CPI, and (ii) five percent (5%). For the Contingent Services Special Tax, each RMA shall provide for annual increases as of July 1 of each Fiscal Year that shall be the lesser of (a) the percentage change in CPI, and (b) five percent (5%).

(g) Priority for Annual Levy of Facilities Special Taxes. Each RMA must reflect the priorities set forth below:

(i) First, Facilities Special Taxes will be levied on each Taxable Parcel of Developed Property at the maximum Facilities Special Tax rate, regardless of whether the City has issued CFD Bonds or the debt service requirements for any existing CFD Bonds, before applying any capitalized interest.

(ii) Second, to the extent the funds to be collected under clause (i) will not be sufficient to satisfy the Facilities Special Tax Requirement in full after application of any capitalized interest, Facilities Special Taxes will be levied proportionately on each Taxable Parcel of Undeveloped Property, up to one hundred percent (100%) of the applicable maximum Facilities Special Tax rate established in the applicable RMA, until the Facilities Special Tax Requirement is satisfied.

(h) Use of Remainder Taxes.

(i) Developer and the City contemplate that, within the CFD (and each Improvement Area therein) (A) prior to the CFD Conversion Date, Qualified Project Costs will be paid from Remainder Taxes both before and after the issuance of CFD Bonds and after the final maturity of any CFD Bonds, and (B) both prior to the CFD Conversion Date and after the CFD Conversion Date, Additional Community Facilities Costs will be paid from Remainder Taxes both before and after the issuance of CFD Bonds and after the final maturity of any CFD Bonds. Developer and the City may also agree at the time of CFD formation to allow Ongoing Maintenance Service Costs to be paid with Remainder Taxes before or after the CFD Conversion Date. Accordingly, each RMA shall provide that Remainder Taxes may be used to finance Qualified Project Costs and Additional Community Facilities Costs and, if agreed by Developer and the City, Ongoing Maintenance Services Costs. Annually, on or before October 1 of each year, the City shall deposit Remainder Taxes in the applicable Remainder Taxes Project Account.

(ii) Prior to the applicable CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Account for an Improvement Area shall be used to pay the costs described in, and in the priority set forth in, Section 2.5(c). After the applicable CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Account for an Improvement Area shall be used to pay the costs described in, and in the priority set forth in, Section 2.4(f). In addition, notwithstanding anything in this Financing Plan to the contrary, Developer and the City may also agree at the time of CFD formation to allow Ongoing Maintenance Service Costs to be paid with amounts on deposit in a Remainder Taxes Project Account before or after the CFD Conversion Date.

(i) No Pledge for Debt Service. Remainder Taxes deposited in a Remainder Taxes Project Account shall not be deemed or construed to be pledged for payment of debt service on any CFD Bonds, and neither Developer nor any other Person shall have the right to demand or require that the City or Fiscal Agent, as applicable, use funds in a Remainder Taxes Project Account to pay debt service. Prior to the applicable CFD Conversion Date, any amounts in a Remainder Taxes Project Account that are not needed to pay Qualified Project Costs may be used by the City to pay CFD administrative costs or replenish a debt service reserve account for any CFD Bonds for the applicable Improvement Area.

(j) Prepayment. Each RMA shall include provisions allowing a property owner within the related Improvement Area that is not in default of its obligation to pay Facilities Special Taxes to prepay Facilities Special Taxes based on a formula that will require payment of the property owner's anticipated total Facilities Special Tax obligation. Prepaid Facilities Special Taxes shall be placed in a segregated account in accordance with the applicable Indenture. Each RMA and each Indenture shall specify the use of prepaid Facilities Special Taxes. Neither the Services Special Tax (if any) nor the Contingent Services Special Tax (if any) may be prepaid.

(k) Affordable Housing and Other Facilities. Notwithstanding anything to the contrary contained herein, the RMA shall (i) include provisions exempting parcels that contain 100% Affordable Units, (ii) establish reduced Project Special Tax rates for Inclusionary Units as approved by Developer and the City, and (iii) establish reduced Project Special Tax rates for childcare and community facilities.

(l) Amendment to RMA. Nothing in this Financing Plan shall prevent an amendment of an RMA under its terms or under Change Proceedings as described in this Financing Plan.

(m) Reducing Facilities Special Tax Rates Before Issuance of First Tranche CFD Bonds. Each RMA shall contain a provision that allows the Facilities Special Tax rates to be reduced upon the written request of Developer before any First Tranche CFD Bonds are issued for the applicable Improvement Area, and the City shall do so upon such written request of Developer so long as such reduction does not reduce the Facilities Special Tax rates below an amount that will produce the share of the Base Aggregate Facilities Special Tax Revenues expected from such Improvement Area. If expressly permitted and defined in an RMA, any such reduction of the Facilities Special Tax rates in the Improvement Area may be done administratively without the vote of the qualified electors of the Improvement Area before First Tranche CFD Bonds are issued for such Improvement Area, so long as such reduction does not reduce the Facilities Special Tax rates below an amount that will produce the share of the Base Aggregate Facilities Special Tax Revenues expected from such Improvement Area, as determined by the City's special tax consultant. If expressly permitted and defined in an RMA, a reduction in one taxing category does not have to be proportionate to the reduction in any other taxing category (i.e., disproportionate reductions may be expressly allowed in each RMA). If the maximum Facilities Special Tax rate is permanently reduced for an Improvement Area, the City shall record timely an appropriate instrument confirming same in the Official Records.

2.4 Issuance of CFD Bonds

(a) Issuance. Subject to approval of the Board of Supervisors, the City, on behalf of the CFD, intends to issue First Tranche CFD Bonds within each Improvement Area for purposes of this Financing Plan, but shall do so only upon the written request of Developer. Developer may submit written requests that the City issue First Tranche CFD Bonds for an Improvement Area specifying requested issuance dates, amounts, and main financing terms. Promptly following Developer's request,

Developer and the City shall meet with the City's public financing consultants to determine reasonable and appropriate issuance dates, amounts, and main financing terms that are consistent with this Financing Plan.

(b) Payment Dates. So that Remainder Taxes may be calculated on the same date for all CFD Bonds, each issue of CFD Bonds shall have interest payment dates of March 1 and September 1, with principal due on September 1.

(c) Value-to-Lien Ratio. The appraised or assessed value-to-lien ratio required for each First Tranche CFD Bond issue shall be three to one (3:1), unless otherwise required by the CFD Act or otherwise approved by the City and Developer.

(d) Coverage Ratio. All First Tranche CFD Bonds shall have a debt service coverage-ratio of one hundred ten percent (110%), unless otherwise approved by the City and Developer.

(e) Term. Subject to Section 2.8, each issue of First Tranche CFD Bonds shall have a term of not less than thirty (30) years and not more than forty (40) years, unless otherwise approved by the City and Developer.

(f) Second Tranche CFD Bonds. After the CFD Conversion Date for an Improvement Area the City has the right in its sole discretion to issue Second Tranche CFD Bonds in such Improvement Area as set forth in this Financing Plan. Subject to the Tax Laws, the CFD Act, and Section 2.4(g), after the CFD Conversion Date for an Improvement Area, Second Tranche CFD Bond proceeds and Remainder Taxes in such Improvement Area shall be used in the following order of priority:

- (i) Shoreline Improvement Costs;
- (ii) Future Sea Level Rise Improvement Costs with respect to Future Sea Level Rise Improvements in the vicinity of the Project Site; and
- (iii) Additional Community Facilities Costs.

On or before each April 1 after the CFD Conversion Date, Developer may present the City with a proposed budget for Shoreline Improvement Costs to be financed by Second Tranche CFD Bond proceeds and Remainder Taxes in each Improvement Area for which the CFD Conversion Date has occurred. Developer and the City shall meet and confer in good faith with respect to such budget. Such budget shall be subject to the approval of the City to confirm that (1) the costs included therein are consistent with the definition of Shoreline Improvement Costs and that the amounts and timing therein are consistent with the Tax Laws and the CFD Act and (2) the budget for items in clause (i) of the definition of Shoreline Improvements is consistent with satisfying reasonable maintenance, repair and replacement standards of similar projects in San Francisco and meeting applicable Project requirements (including applicable Law, the Approvals, the Port Lease and the CC&Rs), such approval not to be unreasonably withheld, conditioned or delayed. After the payment or reservation in a fiscal year of Shoreline Improvement Costs pursuant to such fiscal year's budget and consistent with

this Agreement, the City shall determine the use of such remaining Second Tranche CFD Bond proceeds and Remainder Taxes in such fiscal year for the purposes in clauses (ii) and (iii) in its sole discretion. If Shoreline Improvement Costs are to be funded under such budget but are not then ready for payment, the Special Taxes necessary, or annual Special Tax capacity necessary to secure Second Tranche CFD Bonds, to pay for such Shoreline Improvement Costs shall be reserved to pay for such Shoreline Improvement Costs before paying for items of lower priority. Any Second Tranche CFD Bonds issued to fund items in clauses (ii) and (iii) shall be sized based on a Special Tax revenue stream that does not include the higher-priority budgeted amounts.

(g) Office of Public Finance. All decisions by the City regarding the issuance of CFD Bonds shall be made following consultation with the City's Office of Public Finance.

(h) Federal Tax Law. Developer and the City acknowledge that if the CFD Bonds finance improvements to the Port real property that is subject to the Port Lease, or if the CFD Bonds finance improvements to privately-owned property, then interest on the CFD Bonds may be subject to federal income taxation.

2.5 Use of Proceeds

(a) First Tranche CFD Bond Proceeds. Subject to the Tax Laws, the CFD Act, and the CFD Goals, First Tranche CFD Bond proceeds shall be used in the following order of priority: (i) to fund required reserves and pay costs of issuance; (ii) to fund capitalized interest amounts, if any are requested by Developer; and (iii) to pay costs in the priority set forth in Section 2.5(c). Any First Tranche CFD Bond proceeds remaining after the deposits required by the preceding clauses (i) and (ii) shall be deposited into the CFD Bonds Project Account as designated in the applicable Indenture.

(b) Qualified Project Costs; Additional Community Facilities. By this Financing Plan, the City pledges the proceeds of First Tranche CFD Bonds and Second Tranche CFD Bonds on deposit in each CFD Bonds Project Account or as otherwise provided in the applicable Indenture to finance the costs described in this Financing Plan. In addition, the City further pledges all Remainder Taxes on deposit in each Remainder Taxes Project Account to finance the costs described in Section 2.3(h). In furtherance of this pledge, the City shall levy Facilities Special Taxes in each Fiscal Year in strict accordance with the applicable RMA and this Financing Plan.

(c) Priority of Proceeds Prior to CFD Conversion Date. Subject to the Tax Laws and the CFD Act, the proceeds of First Tranche CFD Bonds shall be applied for the following purposes in the following priority:

- (i) Qualified Project Costs;
- (ii) For costs of maintenance, repair, replacement, and operation of improvements in the Project Site, to the extent Qualified;

- (iii) To be held as a reserve for Qualified Project Costs; and
- (iv) Additional Community Facilities Costs.

(d) Use of Remainder Taxes. Subject to the Tax Laws and the CFD Act, Remainder Taxes shall be used as set forth in Section 2.3(h).

2.6 Miscellaneous CFD Provisions

(a) Change Proceedings. Subject to the limitations in this Financing Plan, the Tax Laws and the CFD Act, the City shall not reject unreasonably Developer's request to conduct Change Proceedings under the CFD Act to: (i) make any changes to an RMA, including amending the rates and method of apportionment of Facilities Special Taxes; (ii) increase or decrease the authorized bonded indebtedness limit within the CFD (or any Improvement Area therein); (iii) annex property that was not identified as Future Annexation Area into the CFD (or any Improvement Area therein); (iv) add additional public capital facilities; or (v) take other actions reasonably requested by Developer; provided however, that Developer acknowledges that the City may reject in its sole discretion Developer's requested changes in such Change Proceedings if such request would (x) reduce the Facilities Special Tax rates below an amount that will produce the share of the Base Aggregate Facilities Special Tax Revenues expected from such Improvement Area or the Contingent Special Tax revenues below the amount established under Section 2.3(e)(iii) or (y) adversely affect the issuance or amount of Second Tranche Bonds as provided in this Financing Plan. Except as set forth in the previous sentence, for purposes of this Section 2.6(a), the City agrees that none of the following changes shall be deemed to adversely affect the ability of the City to issue Second Tranche CFD Bonds: (x) increasing Project Special Tax rates for any land use classification; (y) increasing the authorized bonded indebtedness limit; and (z) authorizing the financing of additional public capital facilities.

(b) Maintaining Levy of CFD Financing. Under section 3 of article XIII C of the California Constitution, voters may, under certain circumstances, vote to reduce or repeal the levy of special taxes in a community facilities district. However, section 9 of article I of the California Constitution prohibits the passage of a law resulting in an impairment of contract. The purpose of this Section 2.6(b) is to give notice that: (i) the Development Agreement (including this Financing Plan) is a contract between Developer and the City; (ii) the financing of Qualified Project Costs and Additional Community Facilities Costs through the application of CFD Bond proceeds (which are secured by Facilities Special Taxes) and Remainder Taxes is an essential part of the consideration for the Development Agreement; (iii) if approved, the financing of Ongoing Maintenance Services through the application of Services Special Taxes and otherwise as set forth in this Financing Plan is an essential part of the consideration for the Development Agreement; (iv) the ability to collect the Contingent Services Special Tax upon the occurrence of a Contingent Trigger Event is essential for the maintenance of the Project; and (v) any reduction in the City's ability to levy and collect Project Special Taxes would materially impair the Development Agreement. To further preserve the Development Agreement, the City agrees that: (y) until all First Tranche CFD Bonds

have been repaid in full or defeased before maturity for any reason other than a refunding, and except as otherwise provided in this Financing Plan, it shall not initiate or conduct proceedings under the CFD Act to reduce Project Special Tax rates without Developer's written consent or if not otherwise legally compelled to do so (e.g., by a final order of a court of competent jurisdiction); and (z) if the voters adopt an initiative ordinance under section 3 of article XIIC of the California Constitution that purports to reduce, repeal, or otherwise alter Project Special Tax rates before all First Tranche CFD Bonds have been repaid in full or defeased before maturity for any reason other than a refunding, the City shall meet and confer with Developer to consider commencing and pursuing reasonable legal action to preserve the City's ability to comply with this Financing Plan.

(c) Covenant to Foreclose. The City shall covenant with CFD bondholders to foreclose the lien of delinquent Facilities Special Taxes consistent with the general practice for community facilities districts in California and otherwise as determined by the City in consultation with its underwriter or financial advisor for the CFD Bonds and other consultants, subject to applicable laws.

(d) Reserve Fund Earnings. The Indenture for each issue of First Tranche CFD Bonds shall provide that earnings on any reserve fund that are not then needed to replenish the reserve fund to the reserve requirement shall be transferred to: (i) the applicable CFD Bonds Project Account for allowed uses until it is closed in accordance with such Indenture; then (ii) the debt service fund held by the Fiscal Agent under such Indenture.

(e) Authorization of Reimbursements. The City shall take all actions necessary to satisfy section 53314.9 of the Government Code or any similar statute subsequently enacted to use First Tranche CFD Bond proceeds and Remainder Taxes to reimburse Developer for: (i) CFD formation and First Tranche CFD Bond issuance deposits; and (ii) advance funding of Qualified Project Costs.

(f) Material Changes to the CFD Act. The City and Developer shall negotiate in good faith as to a substitute public financing program equivalent in nature and function to CFDs if there are material changes to the CFD Act after the Reference Date that make CFD Bonds or Project Special Taxes unavailable or severely impair their use as a source for financing Qualified Project Costs, Additional Community Facilities Costs, Ongoing Maintenance Services Costs or Contingent Services Costs.

(g) CFD Goals. Until the final CFD Conversion Date for the CFD as a whole (and each Improvement Area therein), the City shall not change or amend the CFD Goals as they apply to the CFD or the Project to the extent such changes or amendments could reasonably be expected to adversely impact the Project, are inconsistent with this Financing Plan or conflict with the Development Agreement unless such changes or amendments are required under the Mello-Roos Act or other controlling State or federal law or as otherwise approved by Developer in its sole discretion.

(h) Private Placement of CFD Bonds. Subject to Board of Supervisors approval, upon Developer's written request, the City shall consider selling CFD Bonds in a private placement to a small number of investors (which may include Developer and its Affiliates). In connection with any such private placement, the City and the investors may agree upon terms regarding the security of the CFD Bonds other than as required by this Agreement, including the three to one (3:1) value-to-lien ratio of Section 2.4(c); provided, however, any CFD Bonds must have a required debt service coverage ratio of one hundred ten percent (110%), unless otherwise approved by the City and Developer. Consistent with the CFD Goals, the City shall consider the appropriate categories of investors for any such CFD Bonds.

(i) No Credit Enhancement. The City shall not, under any circumstances, require Developer or any property owner in the CFD (or any Improvement Area therein) to provide a letter of credit or other credit enhancement as security for the payment of Project Special Taxes in the CFD (or any Improvement Area therein) in connection with the issuance of CFD Bonds or otherwise.

(j) Acquisition and Reimbursement Agreement. Contemporaneously with the formation of the CFD, Developer and the City shall enter into the Acquisition and Reimbursement Agreement that shall apply to the acquisition and construction of the authorized improvements for the CFD. The Acquisition and Reimbursement Agreement shall be structured so that it is automatically applicable to any financing by special taxes levied in, or CFD Bonds issued for, all phases of the Project and in each Improvement Area, without requiring any modifications to the Acquisition and Reimbursement Agreement or any further approvals by the City. The Acquisition and Reimbursement Agreement shall contain an acknowledgment by the City and Developer as to the following:

(i) Developer may be constructing authorized improvements before CFD Bond proceeds and Remainder Taxes (together, "**CFD Funding Sources**") that will be used to acquire them are available;

(ii) The City shall inspect such improvements and process payment requests even if CFD Funding Sources for the amount of pending payment requests are not then sufficient to satisfy them in full;

(iii) Authorized improvements may be conveyed to and accepted by the City or other Governmental Entity before the applicable payment requests are paid in full;

(iv) The unpaid balance of applicable payment requests shall be paid when sufficient CFD Funding Sources become available, whether or not at such time the City or other Governmental Entity has accepted the relevant improvements, to the extent permitted by section 53313.51 of the Mello-Roos Act, and such payments may be made: (A) in any number of installments as CFD Funding Sources become available; (B) irrespective of the length of time payment is deferred; and (C) except with respect to the final payment for any improvement, prior to formal acceptance by the Governmental

Entity of the improvements that are the subject of such payment requests; and

(v) Developer's conveyance or dedication of authorized improvements to the City or other Governmental Entity before the availability of CFD Funding Sources to acquire such improvements is not a dedication or gift or a waiver of Developer's right to payment of such improvements under this Financing Plan or the Acquisition and Reimbursement Agreement.

(k) No Other Land-Secured Financings. Except to the extent permitted by section 3.12.2 of the Development Agreement, the City shall not initiate the formation of any land-secured financing district involving the levy of special taxes or assessments on property in the Project. Financing by the EIFD shall not constitute land-secured financings within the meaning of this section.

(l) Annexation of Future Annexation Property. Property identified in the boundary map for the CFD as "Future Annexation Area" may be annexed into the CFD into the initial Improvement Area, into another previously existing Improvement Area that was created after the formation of the CFD, or into a new Improvement Area, in any case upon submission of a unanimous written approval of the property owner(s) of the property to be annexed. The Future Annexation Area property shall be annexed from time to time upon the submission of the unanimous written approval of the property owner(s) of the property to be annexed pursuant to the CFD Act according to the procedures established by the Board of Supervisors in the CFD formation proceedings. Developer shall complete the annexation process for a phase of the Project before approval by the City of the related Development Phase Application.

2.7 Contingent Services Special Taxes

(a) Covenants. Developer agrees that the CC&R's will provide that to the extent voters ever reduce or eliminate the Contingent Services Special Taxes, each owner shall pay a fee equal to such owner's proportionate share of the Contingent Services Costs required to perform the Contingent Services to the standard described below in the applicable Fiscal Year, not to exceed the amount of Contingent Services Special Taxes that such owner would have been required to pay (if any) for such Fiscal Year pursuant to the applicable RMA absent such reduction or elimination, less (if the Contingent Services Special Taxes are reduced but not eliminated) any amount of Contingent Services Special Taxes that such owner is required to pay for such Fiscal Year. For purposes of this Section 2.7, the applicable standard shall be (i) with respect to the Port Lease, the standard required pursuant to the Port Lease with respect to the maintenance, repair, replacement and operation of Privately-Owned Community Improvements, Infrastructure, Parks and Open Spaces and Public Improvements developed on the Port Lease Property, and (ii) with respect to the Craig Lane REA, the standard required pursuant to the Craig Lane REA with respect to the maintenance, repair, replacement or operation of Craig Lane as defined in the REA.

2.8 CFD Limitations

(a) Authorized Funding with Facilities Special Taxes and CFD Bonds.

The City and Developer agree that the CFD shall be formed so that the proceeds of CFD Bonds and Remainder Taxes may be applied to accomplish, as applicable, the following goal in the manner set forth in this Financing Plan: to finance (i) Qualified Project Costs; and (ii) Additional Community Facilities Costs. To accomplish this goal, and subject to the limitations set forth in this Section 2.8, and in light of the Base Aggregate Facilities Special Tax Revenues and the CFD Goals:

(i) the CFD (and each Improvement Area) shall be authorized to finance Qualified Project Costs and Additional Community Facilities Costs; and

(ii) the amount of authorized bonded indebtedness shall be established to allow the issuance of the First Tranche CFD Bonds to finance Qualified Project Costs and the Second Tranche CFD Bonds to finance Additional Community Facilities Costs. Nothing in this Section 2.8(a) is intended to suggest that the proceeds of CFD Bonds and Remainder Taxes may not be applied to accomplish the other purposes described in this Financing Plan.

(b) Authorized Uses. Until the CFD Conversion Date for an Improvement Area, CFD Bonds for such Improvement Area shall be issued exclusively to finance the items described in, and in the order of priority set forth in, Section 2.5(c). After the CFD Conversion Date for an Improvement Area, CFD Bonds for such Improvement Area shall be issued exclusively to finance the items described in, and in the order of priority set forth in, Section 2.4(f).

(c) Bond Issuance Limits. The City and Developer agree that the City shall not be obligated to issue First Tranche CFD Bonds (including refunding bonds) for an Improvement Area with a final maturity of later than the date that is forty-two (42) years after the issuance of the first series of First Tranche CFD Bonds for such Improvement Area without the approval of Board of Supervisors in its sole discretion. Unless otherwise approved by the City and Developer, any CFD Bonds issued to refund First Tranche CFD Bonds shall comply with applicable provisions of the CFD Act pursuant to which refunding bonds shall not result in a reduction of the total authorized amount of the bonded indebtedness of the Improvement Area and, in any event, the final maturity date of the refunding bonds shall not exceed the latest maturity date of the First Tranche CFD Bonds being refunded. The previous sentence shall not prevent the issuance of a series of First Tranche CFD Bonds for new money and refunding purposes, so long as the portion of the First Tranche CFD Bonds attributable to the refunding purpose meets the requirements of the previous sentence.

(d) Ongoing Maintenance Services Costs. Notwithstanding the other provisions of this Section 2.8, Developer and the City may agree at the time of CFD formation to allow Ongoing Maintenance Service Costs to be paid with Remainder Taxes before or after the CFD Conversion Date.

3. ENHANCED INFRASTRUCTURE FINANCING DISTRICT FINANCING

3.1 Formation of the EIFD

(a) The City (i) adopted on March 21, 2023 its Resolution No. 133-23, which resolution was signed by the Mayor on March 28, 2023, in which the Board of Supervisors declared its intention to cause the establishment the EIFD over the Developer Property, the PG&E Sub-Area, and the Weidenmuller Property and (ii) on _____, 2024, held a public hearing and adopted its Resolution No. _____, which resolution was signed by the Mayor on _____, 2024, for the purpose of approving the IFP and the EIFD Acquisition and Financing Agreement.

(b) The Board of Supervisors established the Public Financing Authority under the EIFD Law pursuant to its Ordinance No. 044-23, which was finally passed by the Board of Supervisors on April 4, 2023 and signed by the Mayor on April 4, 2023.

(c) The City and Developer shall execute the EIFD Acquisition and Financing Agreement in substantially the form attached hereto as Attachment 2, and the City shall request the Public Financing Authority to approve and the EIFD to execute the EIFD Acquisition and Financing Agreement in such form. The City and Developer shall mutually agree on any changes to the form of the EIFD Acquisition and Financing Agreement attached hereto.

(d) In the event the EIFD does not comply with the IFP or the EIFD Acquisition and Financing Agreement, the City and Developer will take all reasonable measures to enforce the IFP or the EIFD Acquisition and Financing Agreement, as applicable, including, but not limited to, utilizing the enforcement provisions set forth in the IFP and the EIFD Acquisition and Financing Agreement.

(e) The Developer acknowledges that it was represented by counsel and participated in the process of establishing the EIFD and preparing the IFP, including but not limited to determining the methodology for establishing the Base Year assessed value of the parcels comprising the PG&E Sub-Area, allocating the Base Year assessed value for Project Areas A and B to their successor Project Areas, and allocating Allocated Tax Revenues and Conditional Tax Revenues to the EIFD.

3.2 Allocated Tax Revenue and Conditional Tax Revenue

(a) As set forth in, and subject to, the IFP, the City made an irrevocable allocation of Allocated Tax Revenue to the EIFD. As set forth in both the IFP and the EIFD Acquisition and Financing Agreement, the City will not approve any amendments to the IFP that would alter the following prioritization of use of the Allocated Tax Revenue without Developer's prior written approval:

- (i) first, to pay EIFD administrative costs;
- (ii) second, to pay debt service on EIFD Bonds and to replenish any reserve funds associated with EIFD Bonds;

(iii) third, to repay the City for any Conditional Tax Revenue actually used to pay debt service on EIFD Bonds or replenish debt service reserve funds for the EIFD Bonds in an amount equal to the Conditional Tax Revenue actually used to pay debt service on the EIFD Bonds or replenish debt service reserve funds for the EIFD Bonds plus interest through the date of repayment at an annual interest rate equal to the rate of interest on the United States Treasury bond with a 10-year maturity on the date of the first use of Conditional Tax Revenue plus 300 basis points, and such interest rate shall remain fixed for the remainder of the term of the IFP; and

(iv) fourth, to accumulate over time and, from time to time at Developer's request, to pay directly or reimburse Developer for the Qualified EIFD Improvements as set forth in the EIFD Acquisition and Financing Agreement.

(b) As set forth in, and subject to, the IFP, the City made a conditional allocation of Conditional Tax Revenue to the EIFD. The Conditional Tax Revenue may only be used to (i) provide coverage on the EIFD Bonds, (ii) pay debt service on Bonds, and (iii) replenish debt service reserve funds for such Bonds to the extent that Allocated Tax Revenue is not available for those purposes. The Indenture for any EIFD Bonds shall provide that, on an annual basis, once it has been determined that all or a portion of the Conditional Tax Revenue for a tax year is not needed for the purposes described in clauses (ii) and (iii) of the preceding sentence for the applicable calendar year because of the availability of Allocated Tax Revenue, such unneeded Conditional Tax Revenue shall be transferred to the City for deposit in the General Fund. The City will not approve any amendments to the IFP that would alter the use of the Conditional Tax Revenue without Developer's prior written approval.

3.3 Issuance of EIFD Bonds

(a) The City will not approve any amendments of the IFP that would alter the following principles related to the issuance of EIFD Bonds: (i) the EIFD will issue EIFD Bonds in compliance with the EIFD Law and the IFP to finance the Qualified EIFD Improvements, (ii) the EIFD Bonds will not be issued except upon the written request of Developer and with the prior approval of the Board of Supervisors, and (iii) other than paying EIFD administrative costs and costs of issuance and funding capitalized interest and debt service reserve funds, the proceeds of the EIFD Bonds shall be used to finance Qualified EIFD Improvements.

(b) The City has agreed to allocate the Conditional Tax Revenue to the EIFD to provide debt service coverage for the Bonds, and the Conditional Tax Revenue will only be available for the limited purpose of paying debt service on the EIFD Bonds and replenishing any reserve funds for the EIFD Bonds in the event that Allocated Tax Revenue is insufficient for that purpose. The City and Developer agree that it is their shared intent to rely on Conditional Tax Revenue to provide 100% of the debt service coverage for EIFD Bonds in order to maximize the ability to leverage Allocated Tax Revenue to finance Qualified Improvements, subject to the following paragraph.

(c) Each issue of EIFD Bonds will be structured with a debt service coverage ratio that maximizes the proceeds of the EIFD Bonds provided (i) such EIFD Bonds is issued consistent with sound municipal financing practices, and (ii) the City is assured, to its reasonable satisfaction, based on actual and projected reasonably foreseeable economic conditions that could have an impact on the assessed value of the property in the EIFD, that the EIFD Bonds are structured in a manner that (A) mitigates any potential material risk that the EIFD could default in the payment of debt service on the EIFD Bonds and (B) provides reasonable assurance to the City that that the Conditional Tax Revenue would likely to be available to the City's General Fund and unlikely to be needed to pay debt service on the EIFD Bonds or replenish debt service reserve funds for the EIFD Bonds.

(d) Prior to requesting the issuance of EIFD Bonds, Developer will consult with the City's Controller (or the Controller's designee). The Controller will recommend that the Board of Supervisors approve such requested issue of EIFD Bonds if the Controller has determined that (1) the issue will meet the standards set forth in Section 3.3(c) and (2) the issue will be consistent with the EIFD Law, the IFP, and this Financing Plan. If the Controller recommends disapproval, the Controller shall specify in writing the reasons for such recommendation.

(e) The Board of Supervisors shall consider all requests to approve the issuance of EIFD Bonds in accordance with its customary practices based on the record before it, which shall include the Controller's recommendation and a description of the requirements of this Financing Plan.

3.4 Reassessment Provisions.

(a) In consideration of the City entering into this Financing Plan, Developer agrees as follows with respect to parcels that it owns in the boundaries of the EIFD. All capitalized terms used in this Section 3.4 that are not otherwise defined in the Development Agreement or this Financing Plan shall have the meanings ascribed to such terms in subsection (f) below.

(b) From and after the Commencement Date (as defined in the IFP) for a Project Area, Developer may initiate a Reassessment in connection with the determination of the Baseline Assessed Value of any parcel within such Project Area, but may not and hereby waives its right to initiate a Reassessment of the Subsequent Assessed Value of that parcel within such Project Area until the earlier of (A) the date on which (1) there are no authorized uses under the IFP of the Allocated Tax Increment or the Conditional Tax Increment generated in the Project Area and neither the Developer nor the City expects there to be any further such authorized uses and (2) the City has been repaid for the use of Conditional Tax Revenue in accordance with the IFP or (B) the EIFD Termination Date with respect to such Project Area.

(c) Developer agrees to include a provision substantially similar to this Section in any Assignment and Assumption Agreement.

(d) Developer understands that the City would not be willing to enter into this Financing Plan without this Section. Developer has knowingly, willingly and voluntarily agreed to this Section 3.4 with awareness of the likely consequences, after consulting with legal counsel. The City and Developer agree that there are no alternative means to achieve the purposes of this Section 3.4. Nothing in this Section 3.4 is intended to limit the San Francisco Assessor's independent duty to value property in accordance with Section 2(b) of California Constitution Article XIII A and California Revenue and Taxation Code Section 51.

(e) Should the City determine, based upon the advice of bond counsel, that the provisions of subsection (b) above could cause the interest on an issue of EIFD Bonds to be subject to federal income taxation, the City and the Developer shall meet and confer to discuss bond counsel's advice, and thereafter, the City may either, in its discretion (i) ask the Public Financing Authority to issue such proposed EIFD Bonds as federally taxable bonds or (ii) (A) release Developer from its obligations under this Section 3.4, and this Section 3.4 will be deemed severed from this Financing Plan and (B) ask the Public Financing Authority to structure any proposed EIFD Bonds in accordance with Section 3.3(c) after taking into account the release of the Developer's obligations under this Section.

(f) Definitions.

(i) **"Baseline Assessed Value"** means the greater of (1) the initial assessed value of a parcel in the EIFD in the first Fiscal Year in which the assessed value reflects the full cash value of the initial improvements constructed on the parcel for which the City has issued an initial certificate of occupancy, and (2) the initial assessed value of a parcel in the EIFD in the first Fiscal Year in which the assessed value reflects any change in ownership or later improvements.

(ii) **"EIFD Termination Date"** means, for each Project Area in the EIFD, the date on which all allocations to the EIFD of Allocated Tax Revenue and Conditional Tax Revenue from that Project Area ends under the IFP.

(iii) **"Reassessment"** means a proceeding that a taxpayer initiates under the California Revenue and Taxation Code that results in a Value Reduction.

(iv) **"Subsequent Assessed Value"** means the assessed value of a parcel in the EIFD in any Fiscal Year after the most recent Baseline Assessed Value was established.

(v) **"Value Reduction"** means a reduction in assessed value of a parcel obtained through a Reassessment.

3.5 Validation

(a) Developer is aware that the EIFD will file a judicial validation action relating to the formation of EIFD and actions authorized under the IFP and agrees to pay the reasonable costs of such validation action.

4. ASSIGNMENT

4.1 Assignment of Financing Plan. Developer shall retain all rights and obligations of the Financing Plan except to the extent as specifically assigned to a Transferee as set forth in an Assignment and Assumption Agreement.

5. INTERPRETATION; DEFINITIONS

5.1 Interpretation of Agreement

(a) Development Agreement. This Financing Plan (including its Attachments, as updated from time to time) is a part of the Development Agreement and is subject to all of its general terms, including the rules of interpretation and section 14.21 thereof (related to approvals).

(b) Inconsistent Provisions. Developer and the City intend for this Financing Plan to prevail over any inconsistent provisions relating to the financing structure for the Project and their respective financing-related obligations in any other agreement between them related to the Project, including other provisions of the Development Agreement.

5.2 Defined Terms

(a) Definitions. The following terms have the meanings given to them below or are defined where indicated.

“100% Affordable Units” is defined in the Housing Plan.

“Acquisition and Reimbursement Agreement” means the agreement between Developer and the City governing the terms of the City’s acquisition of authorized improvements and reimbursement of Qualified Project Costs and any other cost paid by Developer and authorized to be financed by the CFD under this Financing Plan to the extent Qualified, as the same may be modified or amended from time to time.

“Additional Community Facilities” means facilities financed by the City with Second Tranche CFD Bonds and, after the CFD Conversion Date, Remainder Taxes, in any case under applicable law, in the manner set forth in this Financing Plan and that are limited to (i) public facilities (located on public or private property) that serve the Project Site, including maintenance, restoration, rehabilitation, reconstruction or replacement of facilities previously financed under this Financing Plan, (ii) Future Sea Level Rise Improvements and (iii) Shoreline Improvements. For the avoidance of doubt, Additional Community Facilities also may be financed by First Tranche CFD Bonds and Remainder Taxes prior to the CFD Conversion Date as set forth in this Financing Plan.

“Additional Community Facilities Costs” means the hard and soft costs of the Additional Community Facilities, all to the extent that they are Qualified.

“Affiliate” is defined in the Development Agreement.

“Allocated Tax Revenue” means 58.252419% of the City Share of Increment.

“Assignment and Assumption Agreement” is defined in the Development Agreement.

“Base Aggregate Facilities Special Tax Revenues” is defined in Section 2.3(e)(i).

“Base Year” means, for each Project Area, the fiscal year in which the assessed value of taxable property in such Project Area was last equalized prior to the effective date of the resolution adopted pursuant to Section 53398.69 of the EIFD Law to create the EIFD. The Base Year for each Project Area is Fiscal Year 2023-2024.

“Board of Supervisors” is defined in the Development Agreement.

“CFD” means the City and County of San Francisco Special Tax District No. 2022-1 (Power Station), which was formed under the CFD Act and this Financing Plan to finance Qualified Project Costs, Additional Community Facilities Costs, Ongoing Maintenance Services Costs (if a Services Special Tax is approved or otherwise as permitted in this Financing Plan), and Contingent Services Costs (upon the occurrence of a Contingent Trigger Event), all to the extent provided in the proceedings for the CFD.

“CFD Act” means the San Francisco Special Tax Financing Law (Admin. Code ch. 43, art. X), which incorporates the Mello-Roos Act, as amended from time to time.

“CFD Bonds” means one or more series of bonds (including refunding bonds) secured by the levy of Facilities Special Taxes within an Improvement Area, including First Tranche CFD Bonds and Second Tranche CFD Bonds.

“CFD Bonds Project Account” means the funds or accounts, however denominated, held by the Fiscal Agent under an Indenture containing the CFD Bond proceeds to be used to finance Qualified Project Costs, Additional Community Facilities Costs and other authorized uses as set forth in this Financing Plan.

“CFD Conversion Date” means, calculated separately for each Improvement Area within the CFD, the earliest to occur of (i) the date that all Qualified Project Costs have been paid or reimbursed to Developer for the Project as a whole, or (ii) the date that is forty-two (42) years after the issuance of the first series of First Tranche CFD Bonds in such Improvement Area.

“CFD Funding Sources” is defined in Section 2.6(i)(i).

“CFD Goals” means the Local Goals and Policies for Community Facilities Districts, approved by Board of Supervisors Resolution No. 387-09 in effect on the Reference Date, and, subject to Section 2.6(g), as amended from time to time.

“Change Proceedings” means proceedings under section 53332 of the Mello-Roos Act initiated by Developer’s petition.

“City” is defined in the Development Agreement.

“City Share of Increment” means 64.588206% of Gross Tax Increment.

“Conditional Tax Revenue” means 41.747581% of the City Share of Increment, which the City will allocate on a conditional basis to the EIFD for the purposes described in Section 3.3(c).

“Contingent Services” means maintenance, repair, replacement and operation of (i) with respect to the circumstances described in clauses (i) and (iii) of the definition of Contingent Trigger Event, Privately-Owned Community Improvements, Infrastructure, Parks and Open Spaces and Public Improvements, in each case, developed by Developer or the Port Property Maintenance Party on the Port Lease Property, and (ii) with respect to the circumstances described in clause (ii) of the definition of Contingent Trigger Event, Craig Lane.

“Contingent Services Costs” means the costs of maintenance, repair, replacement and operation of (i) with respect to the circumstances described in clauses (i) and (iii) of the definition of Contingent Trigger Event, the Contingent Services described in clause (i) of the definition of Contingent Services, and (ii) with respect to the circumstances described in clause (ii) of the definition of Contingent Trigger Event, the Contingent Services described in clause (ii) of the definition Contingent Services, all to the extent that they are Qualified, and in any event only to the extent that such costs have not been financed by Developer or the Port Property Maintenance Party (through a property owner association or otherwise).

“Contingent Services Special Taxes” means a special tax levied under an RMA that will be used to finance costs as set forth in this Financing Plan, including all delinquent Contingent Services Special Taxes collected at any time by payment or through foreclosure proceedings.

“Contingent Trigger Event” means that (i) the Tenant under and as defined in the Port Lease has committed an Event of Default under and as defined in the Port Lease with respect to the maintenance, repair, replacement or operation of the Privately-Owned Community Improvements, Infrastructure, Parks and Open Spaces and Public Improvements developed by Developer within the Port Lease Property and the Port has determined in its reasonable discretion that it requires the Contingent Services Special Taxes to pay for such maintenance, repair or replacement pursuant to the standards of

Section 2.7(a), (ii) Developer under and as defined in the Craig Lane REA as the “PPS Master Developer” has committed an Event of Default under and as defined in the Craig Lane REA with respect to the maintenance, repair, replacement or operation of Craig Lane and the Port has determined in its reasonable discretion that it requires Contingent Services Special Taxes to pay for its performance of such maintenance, repair, replacement or operation pursuant to the standards of Section 2.7(a) or (iii) pursuant to the terms of any Port Lease described in clause (ii) of the definition of the Port Lease, Contingent Services Special Taxes are expressly permitted by Port Property Maintenance Party (as defined below) and Port to be levied and utilized as provided herein and under the Port Lease, all as more particularly described in the Port Lease.

“**CPI**” means the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward region (base years 1982-1984=100) published by the United States Department of Labor’s Bureau of Labor Statistics or if such index is no longer published, some other index approved by the City and Developer.

“**Craig Lane**” is defined in the Craig Lane REA.

“**Craig Lane REA**” means a Reciprocal Easement Agreement between Developer, the Port and other Persons entered into pursuant to the Port Lease, as amended from time to time.

“**Developed Property**” means, as will be set forth in each RMA, for the Facilities Special Tax, the Services Special Tax (if any), and the Contingent Services Special Tax (when applicable), in any Fiscal Year, a Taxable Parcel on which there will be new development under the Development Agreement for which a certificate of occupancy has been issued on or before June 30 of the preceding Fiscal Year. A certificate of occupancy means the first certificate, including any temporary certificate of occupancy, issued by the City confirming that all or a portion of a building can be occupied for residential or non-residential use. A certificate of occupancy following rehabilitation, relocation, or other work not constituting permanent new development under the Development Agreement shall not be included.

“**Developer**” is defined in the Development Agreement.

“**Developer Property**” is defined in the Development Agreement.

“**Development Agreement**” is defined in the preamble.

“**EIFD**” means an Enhanced Infrastructure Financing District created pursuant to the EIFD Law, to be known as San Francisco Enhanced Infrastructure Financing District No. 1 (Power Station).

“**EIFD Acquisition and Financing Agreement**” means the agreement between Developer, the City, and the EIFD governing the terms of the City’s acquisition, construction, and reimbursement of Qualified EIFD Improvements and any other cost paid by Developer and authorized to be financed by the EIFD under the EIFD Law and the IFP

to the extent Qualified, as the same may be modified or amended from time to time, the form of which is attached hereto as Attachment 2.

“EIFD Bonds” means one or more series of bonds (including refunding bonds) secured by Allocated Tax Revenue and the Conditional Tax Revenue generated from property in the EIFD.

“EIFD Funding Sources” means Allocated Tax Revenue and the proceeds of EIFD Bonds.

“EIFD Improvements” means the facilities and improvements described in Exhibit C to the IFP (as such IFP may be amended or supplemented from time to time in accordance with the EIFD Acquisition and Financing Agreement and the EIFD Law).

“EIFD Law” means Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53398.50.

“Exempt Parcel” means with respect to the CFD (i) real property owned by the City or any other Governmental Entity, (ii) 100% Affordable Units, and (iii) parks, open space, landscaping, and streets, whether publicly or privately owned. Exempt Parcel does not include an assessor’s parcel that, immediately prior to the acquisition by the City or other Governmental Entity, was a Taxable Parcel that City or any other Governmental Entity acquires by gift, devise, negotiated transaction, or foreclosure (including by way of credit bidding), or an assessor’s parcel that, immediately prior to the acquisition by the City, was a Taxable Parcel that City acquires under any right of reverter.

“Facilities Special Tax” means a special tax levied under an RMA that will be used to finance costs as set forth in this Financing Plan, including all delinquent Facilities Special Taxes collected at any time by payment or through foreclosure proceedings.

“Facilities Special Tax Requirement” means, as set forth in each RMA, the amount of Facilities Special Taxes required in any Fiscal Year to fund (i) debt service on CFD Bonds (not including capitalized interest), (ii) replenishment of the reserve fund, (iii) administrative costs and (iv) to the extent that it does not increase the Facilities Special Taxes levied against Undeveloped Property, (a) costs authorized to be financed by this Financing Plan and (b) when agreed by the City and Developer, Ongoing Maintenance Services Costs.

“Financing Plan” is defined in the preamble.

“First Tranche” means one or more series of CFD Bonds (including refunding bonds) issued prior to the applicable CFD Conversion Date and secured by the levy of Facilities Special Taxes.

“Fiscal Agent” means the fiscal agent or trustee under an Indenture.

“Fiscal Year” means the period commencing on July 1 of any year and ending on the following June 30.

“Future Annexation Area” means the geographic area designated at CFD formation as an area for future annexation to the CFD, as provided in the Mello-Roos Act.

“Future Sea Level Rise Improvement Costs” means the hard and soft costs of the Future Sea Level Rise Improvements, all to the extent that they are Qualified.

“Future Sea Level Rise Improvements” means future improvements deemed necessary or appropriate by the City to ensure that the shoreline, related public or publicly accessible facilities (located on public or private property), and public access improvements will be protected should sea level rise at or near the Project Site.

“Governmental Entity” means a Federal, State, or local governmental agency, including the City and the Port.

“Gross Tax Increment” means, for each Project Area, 100% of the revenue produced by the application of the 1% ad valorem tax rate to the Incremental Assessed Property Value of the property within the Project Area.

“Housing Plan” means the housing plan attached as Exhibit D to the Development Agreement.

“IFP” means the Infrastructure Financing Plan for the EIFD required to be prepared and approved under the EIFD Law, a copy of which is attached hereto as Attachment 1.

“Improvement Area” means an improvement area within the CFD designated pursuant to section 53350 of the Mello-Roos Act. Any reference in this Financing Plan to an Improvement Area shall be deemed references to the CFD as a whole if the CFD is formed without Improvement Areas.

“Inclusionary Units” is defined in the Housing Plan.

“Incremental Assessed Property Value” means, in any Fiscal Year, for each Project Area, the difference between the assessed value of the taxable property within the Project Area for that Fiscal Year and the assessed value of the taxable property within the Project Area in the Base Year, to the extent that the difference is a positive number.

“Indenture” means one or more indentures, trust agreements, fiscal agent agreements, financing agreements, or other documents containing the terms of any CFD Bonds or EIFD Bonds.

“Mello-Roos Act” means the Mello-Roos Community Facilities Act of 1982 (Cal. Gov’t Code §§ 53311-53368), as amended from time to time.

“Official Records” is defined in the Development Agreement.

“Ongoing Maintenance Services” means the maintenance, repair, replacement, and operation of improvements in the Project from the Services Special Taxes, if any.

“Ongoing Maintenance Services Costs” means the hard and soft costs of the Ongoing Maintenance Services, all to the extent that they are Qualified.

“Parties” is defined in the Development Agreement.

“Person” is defined in the Development Agreement.

“PG&E Sub-Area” means the approximately 8.8 acres of land that is located in the City adjacent to the Developer Property and currently owned by Pacific Gas and Electric Company, a California corporation, 4.8 acres of which were recently re-zoned to accommodate the development of market rate and/or affordable housing, provided the owner joins the Development Agreement.

“Port Lease” means (i) that certain Ground Lease by and between California Barrel Company LLC, a Delaware limited liability company, as tenant, and the Port, as landlord, dated on or about the Reference Date, for the Port Lease Property, as amended, extended, supplemented or restated as of the date of determination, or (ii) following the expiration and termination of the Ground Lease described in clause (i), any other agreement (if any) between a Port Property Maintenance Party and the Port pursuant to which Port Property Maintenance Party agrees to maintain, repair or replace the Infrastructure, Parks and Open Spaces and Public Improvements, in each case, developed by Developer on the Port Lease Property.

“Port Lease Property” means the portion of the Project Site owned by the Port and leased under the Port Lease.

“Port Property Maintenance Party” means the initially named Developer or its successor with respect to the Port Lease Property (for the avoidance of doubt, including its Management Association successor, as applicable).

“Principal Payment Date” means, (i) if CFD Bonds have not yet been issued, September 1 of each year, and (ii) if CFD Bonds have been issued, the calendar date on which principal or sinking fund payments on the CFD Bonds are, in any year, payable (for example, if the principal amount of CFD Bonds are payable on September 1, the Principal Payment Date shall be September 1, regardless of whether principal payments are actually due in any particular year).

“Project” is defined in the Development Agreement.

“Project Areas” means one or more project areas of the EIFD.

“Project Costs” means the hard and soft costs of developing the Project, including the Infrastructure, Parks and Open Spaces, Public Improvements and Privately-Owned Community Improvements.

“Project Site” is defined in the Development Agreement.

“Project Special Taxes” means, collectively, the Facilities Special Taxes, the Services Special Taxes (if any), and the Contingent Services Special Taxes (when authorized) in each Improvement Area.

“Public Financing Authority” means the Enhanced Infrastructure Financing District Public Financing Authority No. 1, established by the City to provide for the financing of Qualified EIFD Improvements related to the Project.

“Qualified” means, with reference to any costs (including EIFD Improvements, Project Costs, Additional Community Facilities Costs, Contingent Services Costs and Ongoing Maintenance Services Costs), that they are authorized to be financed under the CFD Act, the EIFD Law, the Tax Laws (if applicable), and/or this Financing Plan, as applicable. For the avoidance of doubt, costs may be Qualified under Tax Laws on a tax-exempt or taxable basis.

“Reference Date” is defined in the Development Agreement.

“Remainder Taxes” means, as calculated between September 1st and December 31st of any Fiscal Year, all Facilities Special Taxes that were collected in an Improvement Area in the prior Fiscal Year and were not needed to pay: (a) debt service on the outstanding CFD Bonds for such Improvement Area, as applicable, due in the calendar year that begins in the Fiscal year in which the Remainder Special Taxes were levied, if any; (b) priority and any other reasonable administrative costs for such Improvement Area payable in that Fiscal Year; (c) amounts levied to replenish the applicable reserve fund as of the Principal Payment Date, including amounts reserved for reasonable anticipated delinquencies, if any; and (d) amounts needed to pay periodic costs on CFD Bonds for such Improvement Area, including liquidity support and rebate payments on CFD Bonds for such Improvement Area.

“Remainder Taxes Project Account” is a separate account created by or on behalf of City for each Improvement Area of the CFD and maintained by or on behalf of City to hold all Remainder Taxes generated from such Improvement Area, to be used as set forth in this Financing Plan.

“RMA” means the rate and method of apportionment of special taxes for each Improvement Area of the CFD, approved in accordance with the CFD Act.

“Second Tranche” means one or more series of CFD Bonds issued after the applicable CFD Conversion Date and secured by the levy of Facilities Special Taxes.

“Services Special Tax” means, if requested by Developer, a special tax levied under an RMA that will be used to finance costs as set forth in this Financing Plan, including all delinquent Services Special Taxes collected at any time by payment or through foreclosure proceedings.

“Shoreline Area” means the publicly-accessible parks and open space areas in the Project Site east of Delaware Street (i.e., the areas described as “Waterfront Open Spaces” in section 4.16 of the Design for Development attached to the Development Agreement). Shoreline Area shall not include the structure known as the “Stack,” or any office/life-science, hotel, or residential building located east of Delaware Street.

“Shoreline Improvement Costs” means the hard and soft costs of the Shoreline Improvements, including the costs of undertaking and performing work in accordance with the Facilities Condition Report(s) applicable to the Shoreline Area, all to the extent that they are Qualified.

“Shoreline Improvements” means (i) the maintenance, repair, and replacement of improvements in the Shoreline Area undertaken following Completion of the initial Improvements to that area required under the Development Agreement and (ii) Future Sea Level Rise Improvements at the Project Site.

“State” is defined in the Development Agreement.

“Tax Laws” means the Internal Revenue Code of 1986, as amended, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under said Internal Revenue Code, all as of the date of determination.

“Taxable Parcel” means, depending on the context, a lot or parcel within an Improvement Area (as shown on an assessor’s parcel map with an assigned assessor’s parcel number) that is not an Exempt Parcel.

“Transferee” is defined in the Development Agreement.

“Undeveloped Property” means, in any Fiscal Year, Taxable Parcels in the CFD or an Improvement Area that are not Developed Property.

“Weidenmuller Property” means the approximately 10.9 acres of land to the south of the Developer Property that is currently improved with warehouses and ancillary improvements and is currently owned primarily by Harrigan, Weidenmuller Co., a California corporation.

ATTACHMENT 1
INFRASTRUCTURE FINANCING PLAN

ATTACHMENT 2
FORM OF ACQUISITION AND FINANCING AGREEMENT