

**SECOND SUPPLEMENTAL TRUST AGREEMENT**

**By and Between the**

**CITY AND COUNTY OF SAN FRANCISCO FINANCE CORPORATION**

**and**

**U.S. BANK NATIONAL ASSOCIATION  
as Trustee**

**Dated as of June 1, 2018**

Relating to  
City and County of San Francisco Finance Corporation  
Refunding Lease Revenue Bonds, Series 2018A  
(Open Space Fund - Various Park Projects)

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## SECOND SUPPLEMENTAL TRUST AGREEMENT

THIS SECOND SUPPLEMENTAL TRUST AGREEMENT (the “Second Supplemental Trust Agreement”), dated as of June 1, 2018, is by and between the CITY AND COUNTY OF SAN FRANCISCO FINANCE CORPORATION, a nonprofit public benefit corporation, duly organized and existing under and by virtue of the laws of the State of California (the “Corporation”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the “Trustee”).

### RECITALS

**WHEREAS**, the Corporation is a nonprofit public benefit corporation, duly organized and existing under and pursuant to the California Nonprofit Public Benefit Corporation Law, being Part 2 of Title 1 (commencing with Section 5110) of the California Corporation Code (the “Law”), and is authorized pursuant to the Law and its articles of incorporation to issue bonds for the purpose of financing public capital improvements for the City and County of San Francisco (the “City”); and

**WHEREAS**, the Corporation has heretofore financed the construction, reconstruction, rehabilitation and/or improvement of various park, recreation and open space improvements (the “2006 Project”) on behalf of the City through the issuance of the Series 2006 Bonds (defined below), which Series 2006 Bonds the City and the Corporation wish to refinance; and

**WHEREAS**, the Corporation has heretofore financed the construction, reconstruction, rehabilitation and/or improvement of certain other various park, recreation and open space improvements (the “2007 Project”) on behalf of the City through the issuance of the Series 2007 Bonds (defined below), which Series 2007 Bonds the City and the Corporation wish to refinance; and

**WHEREAS**, the Corporation entered into the Master Trust Agreement (defined below) pursuant to Section 16.107(e) of the Charter, which provides for obligations payable from the City’s Park, Recreation and Open Space Fund; and

**WHEREAS**, in connection with the Series 2006 Bonds described below, the City and the Corporation previously entered into a Site Lease, dated as of October 1, 2006 (the “Original Site Lease”), by and between the City as lessor and the Corporation as lessee;

**WHEREAS**, in connection with the Series 2007 Bonds described below, the City and Corporation entered into a First Amendment to Site Lease, dated as of October 1, 2007 (the “First Amendment to Site Lease”), by and between the City as lessor and the Corporation as lessee;

**WHEREAS**, in connection with the Series 2006 Bonds described below, the Corporation previously entered into a Master Lease, dated as of October 1, 2006 (the “Master Lease”), by and between the Corporation as lessor and the City as lessee, whereunder the City agreed to make Base Rental payments to the Corporation in respect of the Facilities then subject to the Master Lease and in amounts sufficient to pay debt service on the Series 2006 Bonds;

**WHEREAS**, in connection with the Series 2007 Bonds described below, the Corporation entered into a First Amendment to Lease, dated as of October 1, 2007 (the “First Amendment to Lease”), by and between the Corporation as lessor and the City as lessee, whereunder the City agreed to make adjusted Base Rental payments to the Corporation in respect of the Facilities then subject to the Master Lease, as amended by the First Amendment to Lease, in amounts sufficient to pay debt service on the Series 2006 Bonds and Series 2007 Bonds;

**WHEREAS**, the terms of the Master Lease, as amended by the First Amendment to Lease, permit the prepayment by the City of all or a portion of the Base Rental payments due in respect of Bonds which are by their terms subject to optional redemption;

**WHEREAS**, the City and the Corporation now desire to refinance the costs of the 2006 Project and the 2007 Project by prepaying all of the remaining payments due under the Master Lease, as amended by the First Amendment to Lease, and prepaying all of the Outstanding Series 2006 Bonds and Series 2007 Bonds;

**WHEREAS**, in connection with the Series 2018 Bonds described below, the City and Corporation have entered into a Second Amendment to Site Lease, dated as of June 1, 2018 (the “Second Amendment to Site Lease”), by and between the City as lessor and the Corporation as lessee (together, the Original Site Lease, the First Amendment to Site Lease and the Second Amendment to Site Lease are referred to as the “Site Lease”);

**WHEREAS**, in connection with the Series 2018 Bonds described below, the Corporation has entered into a Second Amendment to Lease, dated as of June 1, 2018 (the “Second Amendment to Lease”), by and between the Corporation as lessor and the City as lessee (together, the Master Lease, the First Amendment to Lease and the Second Amendment to Lease are referred to herein as the “Lease”), whereunder the City agreed to make adjusted Base Rental payments to the Corporation in respect of the Facilities subject to the Lease, in amounts sufficient to pay debt service on the Series 2018 Bonds;

**WHEREAS**, the Corporation and the Trustee previously entered into a Master Trust Agreement dated as of October 1, 2006 (the “Master Trust Agreement”) in connection with the issuance by the Corporation of \$27,005,000 principal amount of Lease Revenue Bonds, Series 2006 (Open Space Fund – Various Park Projects) (the “Series 2006 Bonds”), of which \$15,805,000 remain Outstanding;

**WHEREAS**, the Corporation and the Trustee previously entered into a First Supplemental Trust Agreement dated as of October 1, 2007 (the “First Supplemental Trust Agreement”) in connection with the issuance by the Corporation of \$42,435,000 principal amount of Lease Revenue Bonds, Series 2007 (Open Space Fund – Various Park Projects) (the “Series 2007 Bonds”), of which \$28,135,000 remain Outstanding;

**WHEREAS**, the Corporation will issue its \$[xx,xxx],000 principal amount of Refunding Lease Revenue Bonds, Series 2018A (Open Space Fund – Various Park Projects) (the “Series 2018 Bonds”) pursuant to this Second Supplemental Trust Agreement (the Master Trust Agreement, as supplemented by the First Supplemental Trust Agreement and this Second Supplemental Trust Agreement, is referred to herein as the “Trust Agreement”) for the purposes of prepaying all of the

remaining payments due under the Master Lease, as amended by the First Amendment to Lease, and refunding and redeeming (together with other available funds of the Corporation) the Outstanding Series 2006 Bonds and Series 2007 Bonds;

**WHEREAS**, the Corporation will issue the Series 2018 Bonds as Parity Bonds under the Trust Agreement, and upon the deposit with the Trustee, in trust, of money in the amount necessary to pay or redeem the Outstanding Series 2006 Bonds and the Series 2007 Bonds on the redemption date established therefor, such Series 2006 Bonds and Series 2007 Bonds shall no longer be Outstanding under the Trust Agreement;

**WHEREAS**, the Corporation may issue additional Parity Bonds under the Trust Agreement, and the Series 2018 Bonds and any such Parity Bonds (collectively, the “Bonds”) shall be secured on a parity basis under the Trust Agreement; and

**WHEREAS**, all conditions, things and acts required by law to exist, happen and be performed precedent to and in connection with the issuance of the Series 2018 Bonds exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Corporation is now duly authorized to issue the Series 2018 Bonds;

**NOW, THEREFORE**, in order to secure the payment of the Bonds and the performance and observance by the Corporation of all the covenants, agreements and conditions herein and in the Series 2018 Bonds contained, and in consideration of the mutual covenants and agreements contained herein, the Corporation and the Trustee hereby agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.01A. Definitions. (a) From and after the effective date of this instrument, the following new definitions shall be added to Section 1.01 of the Trust Agreement, in alphabetical order, to read as follows:

“Refunded Bonds” means all Series 2006 Bonds and Series 2007 Bonds Outstanding prior to the date of issuance of the Series 2018 Bonds.

“2018 Assignment Agreement” means that certain Assignment Agreement, dated as of June 1, 2018, by and between the Corporation and the Trustee, as such 2018 Assignment Agreement may be amended from time to time.

“2018 Site” means the real property described in Exhibit A attached to the Second Amendment to Lease, as such Exhibit A may be amended or revised from time to time.

“2018 Site Lease” means the Second Amendment to Site Lease dated as of June 1, 2018 between the City, as lessee, and the Corporation, as lessor.

(b) The following definitions are amended and restated in their entirety:

“Bonds” means the Series 2018 Bonds and all Parity Bonds issued in accordance with this Trust Agreement and the Lease.

“Interest Payment Date” means (i) with respect to the Series 2018 Bonds, each July 1 and January 1, commencing on [January 1, 2019], and (ii) with respect to Parity Bonds, commencing on such date as provided in a Parity Bond Instrument.

“Principal Payment Date” means (i) with respect to the Series 2018 Bonds any July 1 commencing [July 1, 2019]; and (ii) with respect to Parity Bonds, commencing on such date as provided in a Parity Bond Instrument.

“Site Lease” means the Site Lease, dated as of October 1, 2006 between the City, as lessor and the Corporation, as lessee, providing for the lease of the Site from the City to the Corporation, as the same may be amended and supplemented, including as amended or supplemented in connection with the issuance of Parity Bonds.

## ARTICLE II

### PROVISIONS RELATING TO SERIES 2018 BONDS

Section 2.01A. Designation. The Series 2018 Bonds shall be issued by the Corporation as Parity Bonds under and subject to the terms of the Trust Agreement and the Law and shall be designated as the “City and County of San Francisco Finance Corporation Refunding Lease Revenue Bonds, Series 2018A (Open Space Fund - Various Park Projects).”

Section 2.02A. Terms of Bonds; Form.

(a) Dated Date and Maturity Dates. The Series 2018 Bonds shall mature on the dates, in the principal amounts, and interest with respect thereto shall be computed at the rates, as shown below:

<u>Maturity Date</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2019	\$ _	—
2020	—	—
2021	—	—
2022	—	—
2023	—	—
2024	—	—
2025	—	—
2026	—	—
2027	—	—
2028	—	—
2029	—	—

Section 2.03A. Issuance of Series 2018 Bonds. The Corporation may execute and the Trustee shall authenticate and, upon the Request of the Corporation, deliver the Series 2018 Bonds

in the aggregate principal amount of \$[xx,xxx],000. The Series 2018 Bonds shall be executed and authenticated as provided in Section 2.03 of the Master Trust Agreement.

Section 2.04A. Application of Proceeds of Sale of Bonds and Other Moneys - Allocation Among Funds.

(a) Upon receipt of the proceeds from the sale of the Series 2018 Bonds, being \$[\_\_\_\_\_], the Trustee shall deposit said proceeds as follows:

(i) the Trustee shall deposit to the Revenue Fund the amount of \$[\_\_\_\_\_] (of which \$[\_\_\_\_\_] represents the Good Faith Deposit received from the Purchaser) to be applied to the prepayment of all of the remaining payments due under the Master Lease, as amended by the First Amendment to Lease, to effect the payment and redemption of the Refunded Bonds, as further described herein below; and

(ii) the Trustee shall deposit into the Costs of Issuance Fund the amount of \$[\_\_\_\_\_] to be applied as provided in the Requisition of the City submitted to the Trustee in connection with the issuance of the Series 2018 Bonds and otherwise as provided in Section 3.04 of the Master Trust Agreement[; and

(iii) the Trustee shall deposit into the Reserve Fund the amount of \$[\_\_\_\_\_], such amount being sufficient to cause the amount on deposit in the Reserve Fund equal to the Reserve Fund Requirements upon issuance of the Series 2018 Bonds.]

(b) Furthermore, the Trustee shall transfer \$[\_\_\_\_\_] of the amount on deposit in the Reserve Fund to the Revenue Fund, for a total amount of \$[\_\_\_\_\_] to be on deposit in the Revenue Fund, and apply such amounts to the prepayment of all remaining payments due under the Lease, as amended by the First Amendment to Lease, to effect the payment and redemption of the Refunded Bonds, as follows: (A) \$[\_\_\_\_\_] of such moneys to the payment and refunding of the Series 2006 Bonds on [June 7], 2018, and (B) \$[\_\_\_\_\_] of such moneys to the payment and refunding of the Series 2007 Bonds on [June 7], 2018.

(c) Amounts, if any, remaining in the Revenue Fund after the payment and redemption in full of the Refunded Bonds shall be held therein and applied to the next payment(s) to come due under the Lease.

Section 2.05A. Redemption of Series 2018 Bonds.

(a) The Series 2018 Bonds maturing on or after [July 1, 2027] are subject to optional redemption prior to maturity on or after [July 1, 2026] at the option of the City, as a whole on any date, as is set forth in a Request of the City or in part on any date, as is set forth in a Request of the City, from such maturities as are selected by the City, from amounts deposited with the Trustee from any funds available therefor, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest to the redemption date, without premium.

### ARTICLE III

#### MISCELLANEOUS

Section 3.01A. Series 2018 Bonds Subject to the Trust Agreement; Amendment to Trust Agreement.

(a) Except as expressly provided in this Second Supplemental Trust Agreement, every term and condition contained in the Trust Agreement shall apply to this Second Supplemental Trust Agreement and to the Series 2018 Bonds with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Second Supplemental Trust Agreement.

This Second Supplemental Trust Agreement and all the terms and provisions herein contained shall form part of the Trust Agreement as fully and with the same effect as if all such terms and provisions had been set forth in the Trust Agreement. The Trust Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

(b) The Trust Agreement is hereby amended to include, in replacement of the definition of “Reserve Fund Requirement” set forth in Section 1.01 thereof, the following definition of such term:

“Reserve Fund Requirement” means, with respect to any series of Parity Bonds issued pursuant to this Trust Agreement and in accordance with the Parity Bond Instrument relating thereto, the amount specified for such series of Parity Bonds within such Parity Bond Instrument, provided that in no event shall such amount exceed the least of (i) 125% of the average annual debt service on such series of Parity Bonds Outstanding as of such date secured by such Reserve Fund (or the series-designated account therein) established therefor, (ii) Maximum Annual Debt Service on such series of Parity Bonds Outstanding as of such date secured by such Reserve Fund (or the series-designated account therein) established therefor, and (iii) 10% of the principal amount of such series of Parity Bonds Outstanding as of such date secured by such Reserve Fund (or the series-designated account therein) established therefor.

(c) The Reserve Fund Requirement for the Series 2018 Bonds shall be \$[\_\_\_].

Section 3.02A. City Requirements. The Master Trust Agreement, as amended and supplemented by the First Supplemental Trust Agreement, is hereby amended by deleting Sections 12.15 through 12.38 thereof and Section 12.41 thereof, replacing said sections in their entirety by the insertion of the sections set forth below in this Section 3.04A (i.e., Sections 12.15 through 12.35), by renumbering “Section 12.39” of such Master Trust Agreement, as amended and supplemented by the First Supplemental Trust Agreement, as “Section 12.40,” and by renumbering



“Section 12.40” of such Master Trust Agreement, as amended and supplemented by the First Supplemental Trust Agreement, as “Section 12.41”:

**15. Nondiscrimination; Penalties**

(a) *Non-Discrimination in Contracts.* The Trustee shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. The Trustee shall incorporate by reference in any subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require any subcontractors to comply with such provisions. The Trustee is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

(b) *Nondiscrimination in the Provision of Employee Benefits.* San Francisco Administrative Code 12B.2. The Trustee does not as of the date of this Trust Agreement, and will not during the term of this Trust Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

(c) *Condition to Contract.* As a condition to the Trust Agreement, the Trustee shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

**16. MacBride Principles—Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated by this reference and made part of this Trust Agreement. By entering into this Trust Agreement, the Trustee confirms that it has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

**17. Tropical Hardwood and Virgin Redwood Ban.** Under San Francisco Environment Code Section 804(b), the City urges the Trustee not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

**18. Alcohol and Drug-Free Workplace.** The City reserves the right to deny access to, or require the Trustee to remove from, City facilities personnel of such Trustee who the City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs the City’s ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. The City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual

lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

**19. Compliance with Americans with Disabilities Act.** The Trustee shall provide the services specified in the Trust Agreement in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

**20. Sunshine Ordinance.** The Trustee acknowledges that this Trust Agreement and all records related to its formation, such Trustee's performance of services provided under the Trust Agreement, and the City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

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

**22. Requiring Minimum Compensation for Covered Employees.** The Trustee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. The Trustee is subject to the enforcement and penalty provisions in Chapter 12P. By entering into this Trust Agreement, the Trustee certifies that it is in compliance with Chapter 12P.

**23. Requiring Health Benefits for Covered Employees.** The Trustee shall comply with San Francisco Administrative Code Chapter 12Q. The Trustee shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. The Trustee is subject to the enforcement and penalty provisions in Chapter 12Q.

**24. Prohibition on Political Activity with City Funds.** In performing the services provided under the Trust Agreement, the Trustee shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Trust Agreement from

being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. The Trustee is subject to the enforcement and penalty provisions in Chapter 12G.

**25. Nondisclosure of Private, Proprietary or Confidential Information.** If this Trust Agreement requires the City to disclose “Private Information” to the Trustee within the meaning of San Francisco Administrative Code Chapter 12M, the Trustee shall use such information consistent with the restrictions stated in Chapter 12M and in this Trust Agreement and only as necessary in performing the services provided under the Trust Agreement. The Trustee is subject to the enforcement and penalty provisions in Chapter 12M.

In the performance of services provided under the Trust Agreement, the Trustee may have access to the City’s proprietary or confidential information, the disclosure of which to third parties may damage the City. If the City discloses proprietary or confidential information to the Trustee, such information must be held by such Trustee in confidence and used only in performing the Trust Agreement. The Trustee shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

**26. Consideration of Criminal History in Hiring and Employment Decisions.** The Trustee agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Trust Agreement. The text of Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of the Trustees’ obligations under Chapter 12T is set forth in this Section. The Trustee is required to comply with all of the applicable provisions of Chapter 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Trust Agreement shall have the meanings assigned to such terms in Chapter 12T.

The requirements of Chapter 12T shall only apply to the Trustee’s operations to the extent those operations are in furtherance of the performance of this Trust Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Trust Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco which excludes City property. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

**27. Reserved.**

**28. Submitting False Claims; Monetary Penalties.** The full text of San Francisco Administrative Code §§ 21.35, including the enforcement and penalty provisions, is incorporated into this Trust Agreement. Under San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have

submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**29. Conflict of Interest.** By entering into the Trust Agreement, the Trustee certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Trust Agreement.

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

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

**32. Cooperative Drafting.** This Trust Agreement has been drafted through a cooperative effort of the City and the Trustee, and all parties have had an opportunity to have the Trust Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Trust Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Trust Agreement.

**33. Laws Incorporated by Reference.** The full text of the laws listed in this Appendix, including enforcement and penalty provisions, are incorporated into this Trust Agreement by reference. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Appendix are available at [www.sfgov.org](http://www.sfgov.org) under "Open Gov."

**34. Sugar-Sweetened Beverage Prohibition.** The Trustee agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Trust Agreement.

**35. First Source Hiring Program.** The Trustee must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Trust Agreement, and the Trustee is subject to the enforcement and penalty provisions in Chapter 83.

Section 3.03A. Governing Law. This Second Supplemental Trust Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 3.04A. Counterparts. This Second Supplemental Trust Agreement may be signed in several counterparts, each of which will constitute an original, but all of which shall constitute one and the same instrument.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Trust Agreement to be duly executed by their officers duly authorized as of the date first above written.

CITY AND COUNTY OF SAN FRANCISCO FINANCE CORPORATION

By: \_\_\_\_\_  
President

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

Approved As To Form:

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: \_\_\_\_\_  
Authorized Officer

Acknowledged by:

CITY AND COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk of the Board

(Signature page to Second Supplemental Trust Agreement)

S-1