

ITEM 9
Treasure Island Development Authority
City and County of San Francisco
Meeting of April 13, 2022

Subject: Resolution of the Treasure Island Development Authority Approving a Special Fund Administration Agreement Related to the Treasure Island Project, and Determining Other Matters in Connection Therewith

Contact: Robert Beck, Treasure Island Director

SUMMARY

The proposed Special Fund Administration Agreement is between: (1) the Treasure Island Development Authority (“Authority”); (2) the City and County of San Francisco (“City”); (3) the City on behalf of its Community Facilities District No. 2016-1 (Treasure Island) (“Treasure Island CFD” or “the CFD”); (4) the City’s Infrastructure and Revitalization Financing District No. 1 (Treasure Island) (“Treasure Island IRFD” or “the IRFD”); and (5) the Special Fund Trustee to be identified by the Director of the City Controller’s Office of Public Finance (“OPF”).

The Special Fund Administration Agreement for the Treasure Island Project provides for the administration of certain funds and accounts related to Treasure Island IRFD and CFD established for both Treasure Island and Yerba Buena Island in accordance with the Disposition and Development Agreement (“DDA”) Financing Plan and State law. The Special Fund Trustee, will administer the annual pay-go funding expected as a result of the debt service coverage on both the IRFD Tax Increment Revenue Bonds and CFD Special Tax Bonds. As directed by authorized City and Authority representatives, funds will be disbursed in accordance with the DDA Financing Plan, State IRFD Law and the Mello-Roos Act.

BACKGROUND

Since 1997, the City and the Authority have worked together on the Treasure Island/Yerba Buena Island Development Project (“Project”) in order to redevelop the former Treasure Island Naval Station in connection with the conveyance of the Navy-owned lands to the Authority. In early 2003, the Authority and master developer, Treasure Island Community Development, LLC (“TICD” or the “Developer”) entered into an Exclusive Negotiating Agreement and began work on a Development Plan.

In 2011, TICD and the Authority entered into a Disposition and Development Agreement (“DDA”), and TICD and the City entered into a Development Agreement (“DA”) to deliver the Project. The Financing Plan attached to the DDA and DA (“DDA Financing Plan”) contemplates reimbursement to the Developer for costs incurred to construct public infrastructure through the issuance of special tax bonds issued for one or more community facilities districts (“CFDs”)

formed under the Mello-Roos Community Facilities Act of 1982 (“Mello-Roos Act”) and tax increment revenue bonds issued by the Treasure Island IRFD.

Under the Mello-Roos Act, the Board of Supervisors has the authority to levy special taxes on taxable property in CFDs. Under the IRFD Law, the City has allocated a portion of the general 1% ad valorem tax revenues to the Treasure Island IRFD; no new taxes are levied in connection with the IRFD.

The Treasure Island IRFD

On January 31, 2017, following a public hearing and landowner vote, the Board of Supervisors adopted Ordinance No. 21-17 forming the Treasure Island IRFD and adopting the Infrastructure Financing Plan (the “Original Adopted IFP”). The IRFD consists of five (5) Project Areas on Yerba Buena Island (Project Area A) and Treasure Island (Project Areas B, C, D & E), which represent the initial phases of development of the Project.

On February 15, 2022, following a public hearing and landowner vote, the Board of Supervisors adopted Ordinance No. 029-22 adding territory to and adopting amendments to the Original Adopted IFP (as amended the “IFP” or “IRFD Financing Plan”) in order to facilitate the administration and distribution of the tax increment in accordance with IRFD Law and the IRFD Financing Plan over the life of the IRFD.

Under the terms set forth in the IRFD Financing Plan, the City has committed a portion of the incremental property tax revenues derived in the project areas to the IRFD for the reimbursement of eligible project costs consistent with the terms and limitations of IRFD Law.

The Original Adopted IFP established the initial Project Areas (A, B, C, D and E) including (i) legal boundaries (amended by the IFP); (ii) the fiscal year to be used as the base year for calculating incremental assessed value and tax increment available to the Project; (iii) the trigger amount of tax increment to be collected by the City in order to commence the distribution of the tax increment to the IRFD from a given Project Area in the following fiscal year (the “Commencement Year”) and to determine the final year of tax increment allocation to the Project, which is 40 years (or such longer period if allowed by the IRFD Law and approved by the Board) following the Commencement Year.

In FY 2019-20, Project Area A, which consists of the development parcels on Yerba Buena Island, began generating tax increment for the IRFD.

Based on FY 2021-22 Assessed Values, the IRFD will begin receiving distributions of tax increment from both Project Areas B and E in FY 2022-23.

Special Fund Administration Agreement

The Special Fund Administration Agreement is a tool to execute certain funding mechanisms in accordance with the Development Agreement. Because special tax (CFD) and tax increment (IRFD) debt issuances may not fully leverage project revenues, but are required to maintain a debt-coverage ratio so that debt obligations will be payable even if revenues are less than

projected, the districts generally have a surplus balance of the special taxes (CFD) or increment (IRFD) each year after Debt Service has been paid. These accrued “Pay-Go” revenues can be utilized to reimburse qualified project costs directly.

Special Fund Trustee

The Special Fund Administration Agreement outlines duties and responsibilities of the Special Fund Trustee, including that the Trustee shall establish, maintain and hold in trust separate funds designated as follows:

- (a) Net Available Increment Special Fund
- (b) Conditional City Increment Special Fund
- (c) IRFD Housing Fund
- (d) IRFD Qualified Project Costs Fund
- (e) Remainder Taxes Fund
- (f) IRFD Administrative Costs Fund
- (g) Services Special Tax Fund.

The attached Special Fund Administration Agreement provides definitions for each fund, and expands on the role and function of the Special Fund Trustee.

The Controller’s Office of Public Finance (OPF) will identify potential candidates and select the Special Fund Trustee through a Request for Proposals process already underway with OPF’s Municipal Advisor. OPF, the Authority, the Treasure Island IRFD (City) and the Trustee will then enter into the Special Fund Administration Agreement as part of the closing for the IRFD Bonds.

Additional Information

A Resolution authorizing the issuance of not to exceed \$30,000,000 aggregate tax increment revenue bonds of the Treasure Island IRFD and approving related documents, including the Special Fund Administration Agreement, was introduced at the Board of Supervisors (“BOS”) meeting on Tuesday, March 22, 2022, expects to be heard at the Budget and Finance Committee on April 13, 2022 and approved by the BOS on April 19, 2022.

The forms of the financing documents related to the Bonds in addition to the Special Fund Administration Agreement—including the Bond Purchase Agreement, the Indentures, Preliminary Official Statement, the Continuing Disclosure Certificate and related documents—were also be submitted.

Bond Purchase Agreement: The IRFD intends to pursue a fixed rate negotiated sale of the Bonds. The Bond Purchase Agreement details the terms, covenants, and conditions for the sale of the Bonds through the Underwriters, as well as agreements regarding expenses, closing and disclosure documents.

Indentures (Facilities and Housing): The proposed Bond Resolution also approves the forms of the Indentures pursuant to which the Trustee administers and disburses bond payments. The Indentures provide for the terms of the bond redemption, prepayment provisions, and other related administrative provisions. The Trustee holds the Treasure Island IRFD reserves, all tax increment pledged to the Bonds and the proceeds derived from the sale of the Bonds, and will disburse the proceeds as directed by authorized City representatives.

Official Statement: The Official Statement provides information for investors in connection with the public offering by the IRFD of the Bonds. The Official Statement describes the Bonds, the Project, including sources and uses of funds; security for the Bonds; risk factors; the Fiscal Consultant Report and tax and other legal matters, among other information.

A Preliminary Official Statement is distributed to investors prior to the sale of the Bonds and, within seven days of the public offering, the Final Official Statement (adding certain sale results including the offering prices, interest rates, selling compensation, principal amounts, and aggregate principal amounts) is distributed to the prospective purchasers of the Bonds.

RECOMMENDATION

Staff recommends the Authority Board authorize the Director to execute a Special Fund Administration Agreement to guide the administration of certain funds and accounts related to the IRFD and CFD for the Treasure Island Project.

EXHIBITS

A Form of Special Fund Administration Agreement for the Treasure Island IRFD and CFD

Prepared by Liz Hirschhorn, Assistant Development Program Manager

[TITLE PAGE]

Jones Hall draft 3-6-22

SPECIAL FUND ADMINISTRATION AGREEMENT

**City and County of San Francisco Infrastructure and Revitalization Financing
District No. 1
(Treasure Island)**

**City and County of San Francisco Community Facilities District No. 2016-1
(Treasure Island)**

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SPECIAL FUND ADMINISTRATION AGREEMENT

City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island)

City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island)

This Special Fund Administration Agreement, dated as of May 1, 2022 (the “**Agreement**”), is by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the “**City**”) for itself and for and on behalf of the City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “**CFD**”), the Treasure Island Development Authority, a California non-profit public benefit corporation (“**TIDA**”), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “**IRFD**”), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America (the “**Special Fund Trustee**”). Together, the City, the CFD, the IRFD and TIDA are referred to as the “**Public Entities**”.

RECITALS

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

A. Naval Station Treasure Island (“**NSTI**”) is a former United States Navy base located in the City that consists of two islands connected by a causeway: (1) Treasure Island, and (2) an approximately 90-acre portion of Yerba Buena Island.

B. TIDA is the Local Reuse Authority designated by the Department of Defense for NSTI and trustee for the portions of NSTI subject to the public trust and statutory trust.

C. The United States of America, acting by and through the Department of the Navy (“**Navy**”), and TIDA entered into an Economic Conveyance Memorandum of Agreement (as amended and supplemented from time to time, the “**Conveyance Agreement**”) that governs the terms and conditions for the transfer of NSTI from the Navy to TIDA; and under the Conveyance Agreement, the Navy has and will convey NSTI to TIDA in phases after the Navy has completed environmental remediation and issued a Finding of Suitability to Transfer (as defined in the Conveyance Agreement) for specified parcels of NSTI or portions thereof.

D. Treasure Island Community Development, LLC (“**Developer**”) and TIDA have previously entered into a Disposition and Development Agreement (Treasure Island/Yerba Buena Island) dated June 28, 2011 (the “**DDA**”), including a Financing Plan (Treasure Island/Yerba Buena Island) (the “**Financing Plan**”), which governs the disposition and development of a portion of NSTI (the “**Project Site**”) after the Navy’s transfer of NSTI to TIDA in accordance with the Conveyance Agreement.

E. The DDA contemplates a project (the “**Project**”) under which TIDA acquires the Project Site from the Navy and conveys portions of the Project Site to Developer (or an affiliate of the Developer) for the purposes of (1) alleviating blight in the Project Site through

development of certain improvements, (2) geotechnically stabilizing the Project Site, (3) constructing public infrastructure to support the Project and other proposed uses on NSTI, (4) constructing and improving certain public parks and open spaces, (5) abatement of certain existing hazardous substances, and (6) selling and ground leasing lots to vertical developers who will construct residential units and commercial and public facilities.

F. Developer and the City previously entered into a Development Agreement dated June 28, 0211 related to the Project Site to eliminate uncertainty in the City's land use planning for the Project Site and secure orderly development of the Project consistent with the DDA and other applicable requirements, and the Financing Plan was also an exhibit to the Development Agreement.

G. Under Chapter 2.6 of Part 1 of Division 2 of Title 5 of the California Government Code commencing with Section 53369 (the "**IRFD Law**") the City and County of San Francisco (the "**City**"), acting through its Board of Supervisors (the "**Board of Supervisors**"), established the IRFD and four initial project areas in the IRFD (together with future project areas, the "**Project Areas**"). The City intends to establish additional Project Areas from time to time.

H. Under Ordinance No. 29-22, adopted by the Board of Supervisors, as legislative body of the IRFD, on February 15, 2022 (the "**IRFD Ordinance**"), the IRFD approved an amended Infrastructure Financing Plan for the IRFD (the "**IRFD Financing Plan**").

I. Under the Mello-Roos Community Facilities Act of 1982, as amended (the "**Mello-Roos Act**"), and Resolution No. 8-17 adopted by the Board of Supervisors on January 24, 2017 (the "**CFD Resolution of Formation**"), the City, acting by and through the Board of Supervisors, established the City and County of San Francisco Special Tax District No. 2016-1 (Treasure Island) (the "**CFD**"). As of the date hereof, the Board of Supervisors has designated three improvement areas in the CFD and intends to designate additional improvement areas from time to time (the "**Improvement Areas**").

J. The City, on its own behalf and for and on behalf of the CFD, the IRFD and TIDA desire to enter into this Agreement with the Special Fund Trustee in order to provide for the administration and disposition of Net Available Tax Increment, Conditional City Increment, Facilities Special Taxes and Services Special Taxes consistent with the terms of the DDA, the Financing Plan, the CFD Resolution of Formation, the RMAs, the IRFD Financing Plan, the IRFD Facilities Indentures, the IRFD Housing Indentures, the IRFD Debt Instruments and the CFD Indentures.

AGREEMENT

Accordingly, in consideration of the matters described in the foregoing recitals, the covenants contained in this Agreement, and for other consideration the receipt and sufficiency of which is hereby acknowledged, the City (on behalf of itself and the CFD), the IRFD, TIDA and the Special Fund Trustee agree as follows:

1. Definitions.

Unless the context otherwise clearly requires, the capitalized terms used in this Agreement shall have the following meanings or if not defined in this Agreement, the meanings given such terms in the Financing Plan.

"Authorized Officer" means the President of the Board of Supervisors, the San Francisco Controller and the Finance Director.

"CFD Indenture" means an indenture of trust, trust agreement or fiscal agent agreement pursuant to which the CFD issues bonds on behalf of an Improvement Area that are payable from Facilities Special Taxes.

“Conditional City Facilities Increment” means 82.5% of the Conditional City Increment.

“Conditional City Housing Increment” means 17.5% of the Conditional City Increment.

“Conditional City Increment” means, for each Project Area, an amount equal to 8.00% of the Gross Tax Increment, subject to the Plan Limit, as provided in the Infrastructure Financing Plan.

“Facilities Special Taxes” means special taxes designated as Facilities Special Taxes in an RMA.

“Finance Director” means the Director of the Controller’s Office of Public Finance, or, in the event such office is eliminated, the official of the City that is responsible for the management of municipal bonds issued by the City.

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

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

“IRFD” means the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California.

“IRFD Facilities Indenture” means an indenture of trust, trust agreement or fiscal agent agreement pursuant to which the IRFD issues bonds that are payable from Net Available Facilities Increment and Conditional City Facilities Increment.

“IRFD Facilities Debt Instrument” means an instrument pursuant to which the IRFD incurs debt other than bonds that is payable from Net Available Facilities Increment and Conditional City Facilities Increment

“IRFD Financing Plan” means the Amended and Restated Infrastructure Financing Plan for the IRFD, including the Project Areas, adopted and approved by the Board of Supervisors of the City and County of San Francisco by Ordinance No. 29-22, adopted on February 15, 2022, as heretofore amended and as may hereafter be amended in accordance with the law.

“IRFD Housing Indenture” means an indenture of trust, trust agreement or fiscal agent agreement pursuant to which the IRFD issues bonds that are payable from Net Available Housing Increment and Conditional City Housing Increment.

"IRFD Housing Debt Instrument" means an instrument pursuant to which the IRFD incurs debt other than bonds that is payable from Net Available Housing Increment and Conditional City Housing Increment.

"IRFD Indenture" means, as applicable, an IRFD Housing Indenture or an IRFD Facilities Indenture.

"IRFD Debt Instrument" means, as applicable, an IRFD Housing Debt Instrument or an IRFD Facilities Debt Instrument.

"Net Available Housing Increment" means 17.5% of the Net Available Increment.

"Net Available Increment" means 56.588206% of the Gross Tax Increment, subject to the Plan Limit, as provided in the Infrastructure Financing Plan.

"Ongoing Park Maintenance" means the costs of operating and maintaining Improvements constructed pursuant to the Parks and Open Space Plan within the Project Site, including installing landscaping, all personnel or third-party maintenance costs, costs of maintaining irrigation systems and other equipment directly related to maintenance, maintenance or replacement as needed of landscape areas, water features, bathrooms, trash receptacles, park benches, planting containers, picnic tables, and other equipment or fixtures installed in areas to be maintained, insurance costs, and any other related overhead costs, along with Authority personnel, administrative, and overhead costs related to maintenance or to contracting for and managing third-party maintenance. **[should this term be replaced with "Services" as defined in the CFD Resolution of Formation?]**

"RMA" means the rate and method of apportionment of special taxes for an Improvement Area, adopted in accordance with applicable law.

"Remainder Taxes" has the meaning given that term in the Financing Plan.

"Services Special Taxes" means special taxes designated as Services Special Taxes in an RMA.

2. Effective Date; Termination of Agreement.

(a) This Agreement shall become effective on the date first written above and shall terminate on the date determined in accordance with Section 2(b).

(b) This Agreement shall terminate on the date of the latest of the following to occur:

(i) When all of the Net Available Tax Increment, Conditional City Increment, Facilities Special Taxes and Services Special Taxes governed by this Agreement have been disbursed in accordance with the Mello-Roos Act, the IRFD Law, the IRFD Financing Plan and the DDA.

(ii) When all debt of the IRFD has been defeased or paid, as provided in the respective IRFD Housing Indenture, IRFD Facilities Indenture, IRFD Facilities Debt Instrument or IRFD Housing Debt Instrument.

Notwithstanding the foregoing, this Agreement shall terminate upon delivery of a written direction of the the Public Entities to the Special Fund Trustee to close the funds and accounts described herein and to distribute any remaining funds therein as designated in such written direction.

3. Conflicts with IRFD Indentures, IRFD Debt Instruments or CFD Indentures . In the event of any conflict between this Agreement and the provisions of any IRFD Indenture, IRFD Debt Instrument or CFD Indenture, the provisions of the IRFD Indenture, the IRFD Debt Instrument or the CFD Indenture shall govern.

The parties acknowledge that, in an IRFD Indenture, IRFD Debt Instrument or CFD Indenture , the City or the IRFD, as applicable, may pledge amounts in certain funds and accounts established and maintained under this Agreement.

4. Establishment of Special Funds and Accounts.

(a) Net Available Increment Special Fund. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund designated as the “Net Available Increment Special Fund” (the “**Net Available Increment Special Fund**”). Within the Net Available Increment Special Fund, the Special Fund Trustee shall establish, maintain and hold the following accounts and subaccounts therein:

- (i)** the “Net Available Facilities Increment Special Account,” and
- (ii)** the “Net Available Housing Increment Special Account.”

The Net Available Increment Special Fund and the accounts therein shall be held by the Special Fund Trustee for the benefit of the IRFD and shall be applied by the Special Fund Trustee in accordance with this Agreement.

The source of funds in the Net Available Increment Special Fund and the accounts therein shall be Net Available Increment collected by the Treasurer/Tax Collector and distributed to the IRFD by the San Francisco Controller, which may be net of the amounts payable to the Treasurer/Tax Collector pursuant to Section 53369.31 of the IRFD Law.

The Net Available Increment Special Fund and the accounts therein collectively constitute a special fund required by Section 53369.30(b) of the IRFD Law.

(b) Conditional City Increment Special Fund. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund designated as the “Conditional City Increment Special Fund” (the “**Conditional City Increment Special Fund**”). Within the Conditional City Increment Special Fund, the Special Fund Trustee shall establish, maintain and hold the following accounts and subaccounts therein:

- (i)** the “Conditional City Facilities Increment Special Account,” and
- (ii)** the “Conditional City Housing Increment Special Account.”

The Conditional City Increment Special Fund and the accounts therein shall be held by the Special Fund Trustee for the benefit of the IRFD and shall be applied by the Special Fund Trustee in accordance with this Agreement.

The source of funds in the Conditional City Increment Special Fund and the accounts therein shall be Conditional City Increment collected by the Treasurer/Tax Collector and distributed to the IRFD by the San Francisco Controller, which may be net of the amounts payable to the Treasurer/Tax Collector pursuant to Section 53369.31 of the IRFD Law.

The Conditional City Increment Special Fund and the accounts therein collectively constitute a special fund required by Section 53369.30(b) of the IRFD Law.

(c) IRFD Housing Fund. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund designated as the “IRFD Housing Fund” (the “**IRFD Housing Fund**”). The IRFD Housing Fund constitutes the “Housing Fund,” as defined in the Financing Plan.

The IRFD Housing Fund shall be held by the Special Fund Trustee for the benefit of the IRFD and TIDA and the funds on deposit therein from time to time shall be applied by the Special Fund Trustee in accordance with this Agreement.

The source of funds in the IRFD Housing Fund shall be Net Available Housing Increment.

(d) IRFD Qualified Project Costs Fund. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund designated as the “IRFD Qualified Project Costs Fund” (the “**IRFD Qualified Project Costs Fund**”).

The IRFD Qualified Project Costs Fund, and the accounts and subaccounts therein, shall be held by the Special Fund Trustee for the benefit of the IRFD and the Developer, and the funds on deposit therein from time to time shall be applied by the Special Fund Trustee in accordance with this Agreement.

The source of funds in IRFD Qualified Project Costs Fund shall be the Net Available Facilities Increment.

(e) Remainder Taxes Fund. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund designated as the “Remainder Taxes Fund” (the “**Remainder Taxes Fund**”), and within the Remainder Taxes Fund shall hold three accounts: (i) the Remainder Taxes Project Account, (ii) the Remainder Taxes Holding Account and (iii) the Ongoing Maintenance Account. The Special Fund Trustee shall establish, maintain and hold in trust sub-accounts within the accounts in the Remainder Taxes Fund as directed by the City from time to time. [discuss: should the Ongoing Maintenance Account be combined with the Services Special Tax Fund?]

The Remainder Taxes Fund and the accounts and sub-accounts therein shall be held by the Special Fund Trustee for the benefit of the City, TIDA and the Developer and shall be applied by the Special Fund Trustee in accordance with this Agreement.

The source of funds in the Remainder Taxes Fund and the accounts and sub-accounts therein shall be the Remainder Taxes.

(f) IRFD Administrative Costs Fund. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund designated as the “IRFD Administrative Costs Fund” (the “**IRFD Administrative Costs Fund**”).

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

The source of funds in the IRFD Administrative Costs Fund shall be Net Available Facilities Increment and Net Available Housing Increment.

(g) Services Special Tax Fund. The Special Fund Trustee shall establish, maintain and hold in trust a separate fund designated as the “Services Special Tax Fund” (the “**Services Special Tax Fund**”). The Special Fund Trustee shall establish accounts within the Services Special Tax Fund as directed in a written certificate by an Authorized Officer.

The Services Special Tax Fund, and any accounts therein, shall be held by the Special Fund Trustee for the benefit of the CFD and the City, and the funds on deposit therein from time to time shall be applied by the Special Fund Trustee in accordance with this Agreement.

The source of funds in the Services Special Tax Fund shall be the Services Special Tax levied by the City in the Improvement Areas.

5. Deposits and Distributions of Net Available Facilities Increment in the Net Available Facilities Increment Special Account.

(a) Promptly upon receipt, the IRFD shall cause the Special Fund Trustee to deposit Net Available Facilities Increment in the Net Available Facilities Increment Special Account, as directed in a written certificate executed by an Authorized Officer. The Parties acknowledge and agree that the Net Available Facilities Increment may be deposited directly by the San Francisco Controller, at the times and in the amounts specified in a written certificate executed by an Authorized Officer and delivered to the Special Fund Trustee.

(b) An Authorized Officer shall direct the Special Fund Trustee in a written certificate in substantially the form of Exhibit A to distribute any moneys in such subaccounts and accounts in accordance with the DDA, the IRFD Financing Plan, an IRFD Facilities Indenture and an IRFD Facilities Debt Instrument.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the Net Available Facilities Increment Special Account.

6. Deposits and Distributions of Net Available Housing Increment in the Net Available Housing Increment Special Account.

(a) Promptly upon receipt, the IRFD shall cause the Special Fund Trustee to deposit Net Available Housing Increment in the Net Available Housing Increment Special Account, as directed in a written certificate executed by an Authorized Officer. The Parties acknowledge and agree that the Net Available Housing Increment may be deposited directly by the San Francisco Controller, at the times and in the amounts specified in a written certificate executed by an Authorized Officer and delivered to the Special Fund Trustee.

(b) An Authorized Officer shall direct the Special Fund Trustee in a written certificate in substantially the form of Exhibit B to distribute any moneys in such subaccounts and accounts in accordance with the DDA, the IRFD Financing Plan, an IRFD Housing Indenture and an IRFD Housing Debt Instrument.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the Net Available Housing Increment Special Account.

7. Deposits and Distributions of Conditional City Facilities Increment in the Conditional City Facilities Increment Special Account.

(a) Promptly upon receipt, the IRFD shall cause the Special Fund Trustee to deposit Conditional City Facilities Increment in the Conditional City Facilities Increment Special Account, as directed in a written certificate executed by an Authorized Officer. The Parties acknowledge and agree that the Conditional City Facilities Increment may be deposited directly by the San Francisco Controller, at the times and in the amounts specified in a written certificate executed by an Authorized Officer and delivered to the Special Fund Trustee.

(b) An Authorized Officer shall direct the Special Fund Trustee in a written certificate in substantially the form of Exhibit C to distribute any moneys in such subaccounts and accounts in accordance with the DDA, the IRFD Financing Plan, an IRFD Facilities Indenture and an IRFD Facilities Debt Instrument.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the Conditional City Facilities Increment Special Account.

8. Deposits and Distributions of Conditional City Housing Increment in the Conditional City Housing Increment Special Account.

(a) Promptly upon receipt, the IRFD shall cause the Special Fund Trustee to deposit Conditional City Housing Increment in the Conditional City Housing Increment Special Account, as directed in a written certificate executed by an Authorized Officer. The Parties acknowledge and agree that the Conditional City Housing Increment may be deposited directly by the San Francisco Controller, at the times and in the amounts specified in a written certificate executed by an Authorized Officer and delivered to the Special Fund Trustee.

(b) An Authorized Officer shall direct the Special Fund Trustee in a written certificate in substantially the form of Exhibit D to distribute any moneys in such subaccounts and accounts in accordance with the DDA, the IRFD Financing Plan, an IRFD Housing Indenture and an IRFD Housing Debt Instrument.

(c) The Special Fund Trustee shall maintain records as to the date of each deposit to and distribution from the Conditional City Housing Increment Special Account.

9. Deposits in and Distributions from the IRFD Administrative Costs Fund.

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

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

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

10. Deposits in and Distributions from the IRFD Qualified Project Costs Fund.

(a) The Special Fund Trustee shall deposit funds from time to time in the IRFD Qualified Project Costs Fund as directed in a written certificate executed by an Authorized Officer.

(b) The Special Fund Trustee shall withdraw and apply moneys in the IRFD Qualified Project Costs Fund in accordance with a written requisition executed by an Authorized Officer in substantially the form of Exhibit F.

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

11. Deposits in and Distributions from the IRFD Housing Fund.

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

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

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

12. Deposits and Distributions of Services Special Taxes in the Services Special Tax Fund.

(a) The Special Fund Trustee shall deposit Services Special Taxes in the Services Special Tax Fund as directed by in a written certificate executed by an Authorized Officer. The Parties acknowledge and agree that the Services Special Taxes may be deposited directly by the San Francisco Controller, at the times and in the amounts specified by in a written certificate executed by an Authorized Officer and delivered to the Special Fund Trustee.

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

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

13. Deposits in and Distributions from the Remainder Taxes Project Account.

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

(b) The Special Fund Trustee shall withdraw and apply moneys in the Remainder Taxes Project Account in accordance with a written requisition executed by an Authorized Officer in substantially the form of Exhibit I.

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

14. Deposits in and Distributions from the Remainder Taxes Holding Account.

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

(b) The Special Fund Trustee shall withdraw and apply moneys in the Remainder Taxes Holding Account in accordance with a written requisition executed by an Authorized Officer in substantially the form of Exhibit J.

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

15. Deposits in and Distributions from the Ongoing Maintenance Account.

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

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

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

16. Investment of Funds; Reporting of Earnings and Balances.

(a) Investment of Funds. The Special Fund Trustee shall invest amounts on deposit in the funds and accounts established under this Agreement at the written direction of an Authorized Officer in any lawful investment for City funds. The Special Fund Trustee may rely on the written direction as to the legality of any such investment. In the absence of any such written direction, the Special Fund Trustee shall hold such moneys uninvested. The Special Fund Trustee shall not be responsible for any loss on any investment made at the written direction of an Authorized Officer or otherwise made in accordance with this subsection (a).

(b) Reporting of Earnings and Balances. The Special Fund Trustee shall provide monthly reports to Finance Director setting forth a list of all assets in each of the accounts and funds established under this Agreement, all deposit and withdrawal activity for the funds and accounts, any investment gain or loss on amounts in such funds and accounts, and the ending balance, as of the end of the preceding month, of each such account.

(c) Investment Earnings. Interest earnings and profits resulting from investment of the moneys in any fund, account, or subaccount established under this Agreement shall be retained in such fund, account or subaccount.

(d) Commingled Money. Investments in any and all funds, accounts and subaccounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, provided that the Special Fund Trustee shall at all times account for such investments strictly in accordance with the funds, accounts and subaccounts to which they are credited.

17. General Provisions Regarding the Special Fund Trustee.

The following provisions shall pertain to the performance by the Special Fund Trustee of its duties under this Agreement:

(a) Duties, Immunities and Liabilities of Special Fund Trustee. The Special Fund Trustee shall perform such duties and only such duties as are specifically set forth in this Agreement. The Special Fund Trustee shall exercise the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a reasonable person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) Merger or Consolidation of Special Fund Trustee. Any company into which the Special Fund Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Special Fund Trustee may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Special Fund Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding. The Special Fund Trustee shall give written notice to the Public Entities of any such merger or consolidation and of any name change.

(c) Liability of Special Fund Trustee. The recitals of facts herein shall be taken as statements of the Public Entities and the Special Fund Trustee assumes no responsibility for the correctness of the same, or shall incur any responsibility with respect to this Agreement, other than in connection with the duties or obligations herein or imposed upon it. The Special Fund Trustee shall not be liable (i) in connection with the performance of its respective duties hereunder, except for its own negligence or willful misconduct; (ii) for any error of judgment made in good faith, unless it shall be proved that the Special Fund Trustee was negligent in ascertaining the pertinent facts; (iii) with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Public Entities the relating to the time, method and place of exercising any trust or power conferred upon the Special Fund Trustee under this Agreement; or (iv) for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement.

(d) Payment, Reimbursement, Indemnification. The Public Entities agree:

(i) to pay the Special Fund Trustee, from time to time reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(ii) except as otherwise expressly provided herein, to reimburse the Special Fund Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Special Fund Trustee in accordance with any provision of this Agreement (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Special Fund Trustee's negligence or willful misconduct; and

(iii) to indemnify the Special Fund Trustee, its officers, employees, directors and agents (collectively, the "Special Fund Trustee Indemnitees" for, and to hold the Special Fund Trustee Indemnities harmless against, any loss, liability, cost, claim or expense of

any kind whatsoever, including those of its attorneys, incurred without negligence or willful misconduct on any Special Fund Trustee Indemnitee's part, arising out of or in connection with the acceptance or administration of this trust or the performance of its duties hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The provisions of this Section 23(d)(iii) shall survive the termination of this Agreement.

(e) Expenditure of Special Fund Trustee's Funds. No provision of this Agreement shall require the Special Fund Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if repayment of such funds or adequate indemnity against such risk or liability is not assured to the Special Fund Trustee's reasonable satisfaction.

(f) Agents, Co-Trustees. The Special Fund Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, co-trustees or attorneys and the Special Fund Trustee shall not be responsible for any misconduct or negligence on the part of any agent, co-trustee or attorney appointed in the absence of negligence or misconduct by the Special Fund Trustee in the appointment of such agent, co-trustee or attorney.

(g) No Personal Liability. In acting as Special Fund Trustee hereunder, the Special Fund Trustee acts solely in its capacity as Special Fund Trustee, and not in its individual, personal or corporate capacity.

(h) Right of Special Fund Trustee to Rely on Documents. The Special Fund Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, requisition, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, debenture, coupon or other paper or document, but the Special Fund Trustee, in its discretion, may make such further investigation or inquiry into such facts of matters as it may deem fit.

The Special Fund Trustee shall be protected in acting upon any notice, resolution, request, direction, requisition, consent, order, certificate, report, opinion, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Special Fund Trustee may consult with counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. The Special Fund Trustee may conclusively rely upon any direction or instruction received by it from an Authorized Officer as to the deposit and withdrawal of moneys in the funds and accounts established under this Agreement and shall not be responsible as to the correctness of the amounts received, or the use or allocation thereof, but its responsibility shall be limited to the accounting for such funds as it shall actually receive.

Whenever in the administration of the trusts imposed upon it by this Agreement the Special Fund Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement of an Authorized Officer and such statement shall be full warrant to the Special Fund Trustee for any action taken or suffered in good faith under the provisions of this Agreement in reliance upon such statement, but in its discretion the Special Fund Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

The Special Fund Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means") shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission

containing applicable authorization codes, passwords and/or authentication keys issued by the Special Fund Trustee, or another method or system specified by the Special Fund Trustee as available for use in connection with its services hereunder); provided, however, that the Public Entities shall provide to the Special Fund Trustee an incumbency certificate listing the Authorized Officers (who, the Public Entities hereby notify the Special Fund Trustee, will have the authority to provide such Instructions) and containing specimen signatures of the Authorized Officers, which incumbency certificate shall be amended by the Public Entities whenever a person is to be added or deleted from the listing. If the Public Entities decide to give the Special Fund Trustee Instructions using Electronic Means and the Special Fund Trustee in its discretion elects to act upon such Instructions, the Special Fund Trustee's understanding of such Instructions shall be deemed controlling. The Public Entities understand and agree that the Special Fund Trustee cannot determine the identity of the actual sender of such Instructions and that the Special Fund Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Special Fund Trustee have been sent by such Authorized Officer. The Public Entities shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Special Fund Trustee and that the Public Entities and all Authorized Officers are solely responsible for safeguarding the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Public Entities. The Special Fund Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Special Fund Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Public Entities agree: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Special Fund Trustee, including without limitation the risk of the Special Fund Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Special Fund Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Public Entities; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Special Fund Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(i) Preservation and Inspection of Documents. All documents received by the Special Fund Trustee under the provisions of this Agreement shall be retained in its possession and shall be subject at all reasonable times upon reasonable prior notice to the inspection of the Public Entities and its respective agents and representatives duly authorized in writing, at reasonable hours and under reasonable conditions.

18. Resignation or Removal of Special Fund Trustee.

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

(b) The Public Entities may remove the Special Fund Trustee at any time without cause by giving written notice to the Special Fund Trustee and appointing a successor trustee.

(c) Notwithstanding any other provision of this Agreement, no resignation or removal of the Special Fund Trustee shall take effect until the acceptance of appointment and assumption of duties by the successor trustee. If no appointment of a successor Special Fund Trustee shall be made pursuant to the foregoing provisions of this Section within 45 days after the Special Fund Trustee shall have given to the Public Entities written notice or after a vacancy in the office of the Special Fund Trustee shall have occurred by reason of its inability to act, the Special Fund Trustee, at the expense of the Public Entities may apply to any court of competent jurisdiction to appoint a successor Special Fund Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Special Fund Trustee.

(d) If, by reason of the judgment of any court, the Special Fund Trustee is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of Special Fund Trustee hereunder shall be assumed by and vest in the Finance Director in trust. The Finance Director in such case shall be vested with all of the rights and powers of the Special Fund Trustee hereunder, and shall assume all of the responsibilities and perform all of the duties of the Special Fund Trustee hereunder.

19. Information; Books and Accounts.

The Special Fund Trustee shall provide to the Public Entities and Finance Director such information relating to the funds and accounts maintained by the Special Fund Trustee hereunder as the Public Entities and/or the Finance Director shall reasonably request, including but not limited to monthly statements reporting funds held and transactions by the Special Fund Trustee, including the value of any investments held by the Special Fund Trustee. The Special Fund Trustee will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Special Fund Trustee, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the funds and accounts maintained by the Special Fund Trustee hereunder. Such books of record and accounts shall, upon reasonable notice, during business hours be subject to the inspection of the Public Entities or its representatives duly authorized in writing.

20. Conflict of Interest.

Through its execution of this Agreement, the Special Fund Trustee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the Public Entities if it becomes aware of any such fact during the term of this Agreement.

21. Proprietary or Confidential Information of the Public Entities.

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

22. Ownership of Results.

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

23. Works for Hire.

If, in connection with services performed under this Agreement, the Special Fund Trustee or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Public Entities. If it is ever determined that any works created by the Special Fund Trustee or its subcontractors under this Agreement are not works for hire under U.S. law, the Special Fund Trustee hereby assigns all copyrights to such works to the Public Entities, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the Public Entities, the Special Fund Trustee may retain and use copies of such works for reference and as documentation of its experience and capabilities.

24. Audit and Inspection of Records.

The Special Fund Trustee agrees to maintain and make available to the Public Entities, during regular business hours, accurate books and accounting records relating to its work under this Agreement. The Special Fund Trustee will permit the Public Entities to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement provided, however, that the Special Fund Trustee shall not be required to disclose confidential or proprietary information. The Special Fund Trustee shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement, until after final audit has been resolved, or for such longer period as required by its document retention policies and procedures, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon the Public Entities by this Section.

25. Subcontracting.

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

26. Assignment.

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

27. Earned Income Credit (EIC) Forms.

Administrative Code Section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

(a) The Special Fund Trustee shall provide EIC Forms to each Eligible Employee (i.e., any employee of the Special Fund Trustee who is paid at a rate that, on an annualized basis, is not greater than the EIC Limit) at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless the Special Fund Trustee has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by the Special Fund Trustee; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

(b) Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by the Special Fund Trustee of the terms of this Agreement. If, within thirty days after the Special Fund Trustee receives written notice of such a breach, the Special Fund Trustee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, the Special Fund Trustee fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

(c) Any subcontract entered into by the Special Fund Trustee shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this Section.

(d) Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the Administrative Code.

28. Local Business Enterprise Utilization; Liquidated Damages.

(a) The LBE Ordinance. The Special Fund Trustee, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase the Special Fund Trustee's obligations or liabilities, or materially diminish the Special Fund Trustee's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this Section. Special Fund Trustee's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of the Special Fund Trustee's obligations under this Agreement and shall entitle the City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, the Special Fund Trustee shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

(b) Compliance and Enforcement. If the Special Fund Trustee willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, the Special Fund Trustee shall be liable for liquidated damages in an amount equal to the Special Fund Trustee's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against the Special Fund Trustee authorized in the LBE Ordinance, including declaring the Special Fund Trustee to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Special Fund Trustee's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code Section 14B.17.

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

The Special Fund Trustee agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

29. Nondiscrimination; Penalties.

(a) Special Fund Trustee Shall Not Discriminate. In the performance of this Agreement, the Special Fund Trustee agrees not to discriminate against any employee, City employee working with such Special Fund Trustee or subcontractor, applicant for employment with such Special Fund Trustee or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) Subcontracts. The Special Fund Trustee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. The Special Fund Trustee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

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

(d) Condition to Contract. As a condition to this Agreement, the Special Fund Trustee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Special Fund Trustee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, the Special Fund Trustee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Special Fund Trustee and/or deducted from any payments due Special Fund Trustee.

30. MacBride Principles—Northern Ireland.

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

31. Tropical Hardwood Ban.

Pursuant to Section 804(b) of the San Francisco Environment Code, the City urges Special Fund Trustee not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

32. Drug-Free Workplace Policy.

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

33. Resource Conservation.

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

34. Compliance with Americans with Disabilities Act.

The Special Fund Trustee acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Special Fund Trustee, must be accessible to the disabled public. The Special Fund Trustee shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. The Special Fund Trustee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Special Fund Trustee, its employees, agents or assigns will constitute a material breach of this Agreement.

35. Sunshine Ordinance.

In accordance with Administrative Code Section 67.24(e), contracts, the Special Fund Trustee’s bids, responses to solicitations and all other records of communications between the City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization’s net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

36. Public Access to Meetings and Records.

Only if the Special Fund Trustee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the Administrative Code, the Special Fund Trustee shall comply with and be bound by all the applicable provisions of that Chapter and this Section; otherwise it will not be required to comply with or be bound by Chapter 12L of the Administrative Code and this Section. By executing this Agreement, the Special Fund Trustee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Special Fund Trustee further agrees to make good faith efforts to promote community

membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Special Fund Trustee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Special Fund Trustee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

37. Limitations on Contributions.

Through execution of this Agreement, the Special Fund Trustee acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code ("Section 1.126"), which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (a) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the date the contract is approved. The Special Fund Trustee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of one hundred thousand (\$100,000) or more. The Special Fund Trustee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of the Special Fund Trustee's board of directors; the Special Fund Trustee's principal officers, including its chairperson, the chief executive officer, the chief financial officer and the chief operating officer; any person with an ownership interest of more than ten percent (10%) in Special Fund Trustee; and any subcontractor listed in the bid or contract; and within thirty (30) days of the submission of a proposal for the contract, the City is obligated to submit to the Ethics Commission the parties to the contract and any subcontractor listed as part of the proposal. Additionally, the Special Fund Trustee certifies that the Special Fund Trustee has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract and has provided to the Public Entities the names of the persons required to be informed.

38. Requiring Minimum Compensation for Covered Employees.

(a) Unless the Special Fund Trustee is exempt, the Special Fund Trustee agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Special Fund Trustee's obligations under the MCO is set forth in this Section. Unless the Special Fund Trustee is exempt from such provisions under Section 41(i) hereof, the Special Fund Trustee is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

(b) The MCO requires Special Fund Trustee to pay Special Fund Trustee's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Special Fund Trustee is obligated to keep informed of the then-current requirements. Any subcontract entered into by Special Fund Trustee shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Special Fund Trustee's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If

any subcontractor under this Agreement fails to comply, the Public Entities may pursue any of the remedies set forth in this Section against Special Fund Trustee.

(c) Special Fund Trustee shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

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

(e) The Public Entities are authorized to inspect Special Fund Trustee's job sites and conduct interviews with employees and conduct audits of Special Fund Trustee.

(f) Special Fund Trustee's commitment to provide the Minimum Compensation is a material element of the Public Entities' consideration for this Agreement. Any of the Public Entities, in its sole discretion, shall determine whether such a breach has occurred. The Public Entities and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Special Fund Trustee fails to comply with these requirements. Special Fund Trustee agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Special Fund Trustee's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

(g) Special Fund Trustee understands and agrees that if it fails to comply with the requirements of the MCO, the Public Entities shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Special Fund Trustee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Special Fund Trustee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, Public Entities shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the Public Entities.

(h) Special Fund Trustee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

(i) If Special Fund Trustee is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with the Public Entities for the fiscal year is less than \$25,000, but Special Fund Trustee later enters into an agreement or agreements that cause Special Fund Trustee to exceed that amount in a fiscal year, Special Fund Trustee shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Special Fund Trustee and the Public Entities to exceed \$25,000 in the fiscal year.

39. Requiring Health Benefits for Covered Employees.

Unless the Special Fund Trustee is exempt (in which event it shall not be required to comply with Chapter 12Q or this Section), the Special Fund Trustee agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance ("HCAO"), as set forth in Administrative Code Chapter 12Q ("Chapter 12Q"), including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at

www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

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

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

(c) The Special Fund Trustee's failure to comply with the HCAO shall constitute a material breach of this Agreement. City shall notify Special Fund Trustee if such a breach has occurred. If, within thirty days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Special Fund Trustee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Special Fund Trustee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

(d) Any Subcontract entered into by the Special Fund Trustee shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. The Special Fund Trustee shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Special Fund Trustee shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against the Special Fund Trustee based on the Subcontractor's failure to comply, provided that the City has first provided the Special Fund Trustee with notice and an opportunity to obtain a cure of the violation.

(e) The Special Fund Trustee shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying the City with regard to the Special Fund Trustee's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) The Special Fund Trustee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

(g) The Special Fund Trustee shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

(h) The Special Fund Trustee shall keep itself informed of the current requirements of the HCAO.

(i) The Special Fund Trustee shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

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

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

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

(m) If the Special Fund Trustee is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but the Special Fund Trustee later enters into an agreement or agreements that cause the Special Fund Trustee's aggregate amount of all agreements with the City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Special Fund Trustee and the City to be equal to or greater than \$75,000 in the fiscal year.

40. Prohibition on Political Activity with City Funds.

In accordance with Administrative Code Chapter 12.G, the Special Fund Trustee may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. The Special Fund Trustee agrees to comply with Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event The Special Fund Trustee violates the provisions of this Section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit the Special Fund Trustee from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider the Special Fund Trustee's use of profit as a violation of this Section.

41. Preservative-treated Wood Containing Arsenic.

The Special Fund Trustee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. The Special Fund Trustee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude the Special Fund Trustee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

42. Protection of Private Information.

The Special Fund Trustee has read and agrees, subject to the following sentence, to the terms set forth in Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. The Special Fund Trustee agrees that any failure of Special Fund Trustee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement provided that, notwithstanding anything herein or in the Administrative Code to the contrary, the foregoing shall not be construed to prohibit (i) disclosure of any and all information that is or becomes publicly known, or information obtained by Special Fund Trustee from sources other than the other parties hereto, (ii) disclosure of any and all information (A) if required to do so by any

applicable rule or regulation, (B) to any government agency or regulatory body having or claiming authority to regulate or oversee any aspects of Special Fund Trustee's business or that of its affiliates, (C) pursuant to any subpoena, civil investigative demand or similar demand or request of any court, regulatory authority, arbitrator or arbitration to which Special Fund Trustee or any affiliate or an officer, director, employer or shareholder thereof is a party or (D) to any affiliate, independent or internal auditor, agent, employee or attorney of Special Fund Trustee having a need to know the same, provided that Special Fund Trustee advises such recipient of the confidential nature of the information being disclosed, or (iii) any other disclosure authorized by the Public Entities and this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the Public Entities may terminate the Agreement, bring a false claim action against the Special Fund Trustee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Special Fund Trustee.

43. Food Service Waste Reduction Requirements.

Effective June 1, 2007, the Special Fund Trustee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance applicable to contractors with Public Entities, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, the Special Fund Trustee agrees that if it breaches this provision, the Public Entities will suffer actual damages that will be impractical or extremely difficult to determine; further, the Special Fund Trustee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that the Public Entities will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by the Public Entities because of the Special Fund Trustee's failure to comply with this provision.

44. Graffiti Removal.

(a) Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the Public Entities' property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the Public Entities and their residents, and to prevent the further spread of graffiti.

(b) The Special Fund Trustee shall remove all graffiti from any real property owned or leased by the Special Fund Trustee in the City within forty-eight (48) hours of the earlier of the Special Fund Trustee's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require the Special Fund Trustee to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable

requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

45. Slavery Era Disclosure.

(a) The Special Fund Trustee acknowledges that this Agreement shall not be binding upon the Public Entities until the Director receives the affidavit required by the San Francisco Administrative Code's Chapter 12Y, "San Francisco Slavery Era Disclosure Ordinance."

(b) In the event the Director of Administrative Services finds that the Special Fund Trustee has failed to file an affidavit as required by Section 12Y.4(a) and this Agreement, or has willfully filed a false affidavit, the Special Fund Trustee shall be liable for liquidated damages in an amount equal to the Special Fund Trustee's net profit on the Agreement, 10% of the total amount paid to the Special Fund Trustee under the Agreement, or \$1,000, whichever is greatest as determined by the Director of Administrative Services. The Special Fund Trustee acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Special Fund Trustee from any agreement with the Public Entities.

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

46. Qualified Personnel.

The Special Fund Trustee's work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of the Special Fund Trustee. The Special Fund Trustee will comply with the Public Entities' reasonable requests regarding assignment of personnel, but all personnel, including those assigned at the Public Entities' request, must be supervised by the Special Fund Trustee.

47. Responsibility for Equipment.

None of the Public Entities shall be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Special Fund Trustee, or by any of its employees, even though such equipment be furnished, rented or loaned to the Special Fund Trustee by the Public Entities.

48. Independent Contractor; Payment of Taxes and Other Expenses.

(a) Independent Contractor. The Special Fund Trustee or any agent or employee of the Special Fund Trustee shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by the Public Entities under this Agreement. The Special Fund Trustee or any agent or employee of the Special Fund Trustee shall not have employee status with the Public Entities, nor be entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any retirement, health or other benefits that the Public Entities may offer their employees. Special Fund Trustee or any agent or employee of the Special Fund Trustee is liable for the acts and omissions of itself, its employees and its agents. The Special Fund Trustee shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to the Special Fund Trustee's performing services and work, or any agent or employee of the Special Fund Trustee providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the Public Entities and the Special Fund Trustee or any agent or employee of the Special Fund Trustee. Any terms in this Agreement referring to direction from the Public Entities shall

be construed as providing for direction as to policy and the result of the Special Fund Trustee's work only, and not as to the means by which such a result is obtained. None of the Public Entities retains the right to control the means or the method by which the Special Fund Trustee performs work under this Agreement.

(b) Payment of Taxes and Other Expenses. Should the Public Entities, in either's discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that the Special Fund Trustee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by the Special Fund Trustee which can be applied against this liability). The Public Entities, as applicable, shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by the Special Fund Trustee for the Public Entities, upon notification of such fact by the Public Entities, Contractor shall promptly remit such amount due or arrange with the Public Entities, as applicable, to have the amount due withheld from future payments to the Special Fund Trustee under this Agreement (again, offsetting any amounts already paid by the Special Fund Trustee which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, the Special Fund Trustee shall not be considered an employee of the Public Entities. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that the Special Fund Trustee is an employee for any other purpose, then the Special Fund Trustee agrees to a reduction in the Public Entities' financial liability so that the Public Entities' total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that the Special Fund Trustee was not an employee.

49. Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-2.

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

50. Special Fund Trustee's Compliance with City Business and Tax Regulations Code City Business and Tax Regulations Code.

Special Fund Trustee acknowledges that under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, the City Treasurer and Tax Collector may require the withholding of payments to any vendor that is delinquent in the payment of any amounts that the vendor is required to pay the City under the San Francisco Business and Tax Regulations Code. If, under that authority, any payment the Public Entities are required to make to Special Fund Trustee under this Agreement is withheld, then none of the Public Entities will be in breach or

default under this Agreement, and the Treasurer and Tax Collector will authorize release of any payments withheld under this Section to Special Fund Trustee, without interest, late fees, penalties, or other charges, upon Special Fund Trustee coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

51. Consideration of Salary History.

Special Fund Trustee shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Special Fund Trustee is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on Public Entities' property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Special Fund Trustee is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Special Fund Trustee is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

52. Repeal of Administrative Code Provisions.

To the extent that the City repeals any provision of the Administrative Code incorporated, set forth or referenced in Sections 25 through 57 hereof, other than pursuant to a restatement or amendment of any such provision, such provision, as incorporated, set forth or referenced herein, shall no longer apply to this Agreement or the Special Fund Trustee.

53. Non-Waiver of Rights.

The omission by the Public Entities at any time to enforce any default or right reserved to it under this Agreement, or to require performance of any of the terms, covenants, or provisions set forth in this Agreement, shall not be a waiver of any such default or right to which the Public Entities is entitled, nor shall it in any way affect the right of the Public Entities to enforce such provisions thereafter.

54. Section Headings and References.

The headings or titles of the several Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

All references herein to "Sections" and other subsections are to the corresponding Sections or subsections of this Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or subsection hereof; and words of any gender shall mean and include words of the other genders.

55. Execution in Several Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Public Entities and the Special Fund Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

56. Governing Law.

This Agreement shall be construed in accordance with and governed by the Constitution and laws of the State of California, applicable to the contracts made and performed in such State.

57. Notices.

Unless otherwise expressly stated herein, any notice or demand which by any provision of this Agreement is required or permitted to be given or served by any party may be given or served by being sent by any generally recognized express service, hand delivery, or deposited postage prepaid in a post office letter box addressed (until another address is specified by a party, and then, that address) as follows:

| | |
|---------------------------|--|
| The Public Entities: | [Office of Public Finance] |
| The Special Fund Trustee: | Zions Bancorporation, National Association Corporate Trust Department 550 South Hope Street, Suite 2875 Los Angeles, CA 90071 |

58. Amendments.

This Agreement may not be effectively amended, changed, modified, altered or terminated except in writing, executed by Public Entities and the Special Fund Trustee. The Special Fund Trustee shall execute any amendment to this Agreement as requested by the Public Entities except that the Special Fund Trustee shall have the right to refuse to execute any amendment to this Agreement to the extent it materially and adversely affects the rights of the Special Fund Trustee hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Public Entities have caused this Agreement to be signed in its name by their duly authorized officers, and the Special Fund Trustee has caused this Agreement to be signed in its name by its duly authorized officer, all as of the day and year first above written.

**TREASURE ISLAND DEVELOPMENT
AUTHORITY**

**CITY AND COUNTY OF SAN
FRANCISCO INFRASTRUCTURE AND
REVITALIZATION FINANCING
DISTRICT NO. 1 (Treasure Island)**

By: _____
Robert Beck
Treasure Island Director

By: _____
Anna Van Degna
Director of the Office of Public Finance

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

**CITY AND COUNTY OF SAN
FRANCISCO, for itself and for and on
behalf of CITY AND COUNTY OF SAN
FRANCISCO COMMUNITY
FACILITIES DISTRICT NO. 2016-1
(Treasure Island)**

By: _____
Christine Green
Trust Officer
Zions Bank Division

By: _____
Anna Van Degna
Director of the Office of Public Finance

APPROVED AS TO FORM:

DAVID CHIU,
City Attorney

By: _____
Mark Blake
Deputy City Attorney

EXHIBIT A
FORM OF
OFFICER’S CERTIFICATE REQUESTING DISBURSEMENT FROM NET AVAILABLE
FACILITIES INCREMENT SPECIAL ACCOUNT

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an “Authorized Officer,” as such term is defined in that certain Special Fund Administration Agreement, dated as of _____, 20__ (the “Agreement”), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the “City”) for itself and for and on behalf of the "City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “CFD”), the Treasure Island Development Authority, a California non-profit public benefit corporation (“TIDA”), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the “Special Fund Trustee”).

(ii) Under Section 5 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Net Available Facilities Increment Special Account of the Net Available Increment Special Fund established under the Agreement to the following funds and accounts established under the specified IRFD Facilities Indenture:

Name of IRFD Facilities Indenture:

| Name of Fund or Account | Amount (\$) |
|----------------------------------|--------------------|
| Interest Account | |
| Principal Account | |
| 2022 Facilities Reserve Account | |
| [other reserve accounts, if any] | |
| Redemption Account | |
| [others to come] | |

(iii) Under Section 5 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Net Available Facilities Increment Special Account of the Net Available Increment Special Fund established under the Agreement to the following funds and accounts established under the specified Parity Facilities Debt Instrument (as defined in the IRFD Facilities Indenture designated in the preceding clause (ii)):

Name of Parity Facilities Debt Instrument:

| Name of Fund or Account | Amount (\$) |
|-------------------------|-------------|
| | |
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(iv) Under Section 5 of the Agreement, the undersigned hereby represents that amounts received in the Bond Year (as defined in the IRFD Facilities Indenture designated in the preceding clause (ii)) ending September 1, 20__ and deposited into the Net Available Facilities Increment Special Account equal the aggregate amounts required to be transferred in such Bond Year (A) for deposit into the Interest Account, the Principal Account, the 2022 Facilities Reserve Account, any other reserve account held by the Trustee for Bonds that are not 2022 Related Facilities Bonds and the Redemption Account in such Bond Year and, if applicable, (B) with respect to any Parity Facilities Debt other than Bonds pursuant to the applicable Parity Facilities Debt Instrument/

Accordingly, the undersigned hereby directs the Special Fund Trustee to transfer the following amounts to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee. Payments shall be made by check or wire transfer to an account maintained within the United States in accordance with the payment instructions set forth on Schedule A (or the invoice attached thereto) and the Special Fund Trustee shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given.

(v) The proposed requisition from the Net Available Facilities Increment Special Account and expenditure of such moneys complies with the Financing Plan.

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

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

Dated:

CITY AND COUNTY OF SAN FRANCISCO INFRASTRUCTURE AND REVITALIZATION FINANCING DISTRICT NO. 1 (TREASURE ISLAND)

By: _____
 Name: _____
 Title: _____

SCHEDULE A¹

| Payee Name and Address | Purpose of Obligation |
|------------------------|-----------------------|
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¹ May be applied by the IRFD for any lawful purpose of the IRFD, including but not limited to the repayment of the City for use of Conditional City Facilities Increment to pay debt service on the Facilities Bonds or any Parity Facilities Debt, payment of Subordinate Facilities Debt, payment of administrative expenses of the IRFD, or transfer to IRFD Qualified Project Costs Fund, among others.

EXHIBIT B
FORM OF
OFFICER’S CERTIFICATE REQUESTING DISBURSEMENT FROM NET AVAILABLE
HOUSING INCREMENT SPECIAL ACCOUNT

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an “Authorized Officer,” as such term is defined in that certain Special Fund Administration Agreement, dated as of _____, 20__ (the “Agreement”), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the “City”) for itself and for and on behalf of the "City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “CFD”), the Treasure Island Development Authority, a California non-profit public benefit corporation (“TIDA”), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the “Special Fund Trustee”).

(ii) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Net Available Housing Increment Special Account of the Net Available Increment Special Fund established under the Agreement to the following funds and accounts established under the specified IRFD Facilities Indenture:

Name of IRFD Housing Indenture:

| Name of Fund or Account | Amount (\$) |
|----------------------------------|-------------|
| Interest Account | |
| Principal Account | |
| 2022 Housing Reserve Account | |
| [other reserve accounts, if any] | |
| Redemption Account | |
| [others to come] | |

(iii) Under Section 6 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Net Available Housing Increment Special Account of the Net Available Increment Special Fund established under the Agreement to the following funds and accounts established under the specified Parity Housing Debt Instrument (as defined in the IRFD Housing Indenture designated in the preceding clause (ii)):

Name of Parity Housing Debt Instrument:

| Name of Fund or Account | Amount (\$) |
|-------------------------|-------------|
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(iv) Under Section 6 of the Agreement, the undersigned hereby represents that amounts received in the Bond Year (as defined in the IRFD Housing Indenture designated in the preceding clause (ii)) ending September 1, 20__ and deposited into the Net Available Housing Increment Special Account equal the aggregate amounts required to be transferred in such Bond Year (A) for deposit into the Interest Account, the Principal Account, the 2022 Housing Reserve Account, any other reserve account held by the Trustee for Bonds that are not 2022 Related Housing Bonds and the Redemption Account in such Bond Year and, if applicable, (B) with respect to any Parity Housing Debt other than Bonds pursuant to the applicable Parity Housing Debt Instrument/

Accordingly, the undersigned hereby directs the Special Fund Trustee to transfer the following amounts to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee. Payments shall be made by check or wire transfer to an account maintained within the United States in accordance with the payment instructions set forth on Schedule A (or the invoice attached thereto) and the Special Fund Trustee shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given.

(v) The proposed requisition from the Net Available Housing Increment Special Account and expenditure of such moneys complies with the Financing Plan.

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

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

Dated:

CITY AND COUNTY OF SAN FRANCISCO
 INFRASTRUCTURE AND REVITALIZATION
 FINANCING DISTRICT NO. 1 (TREASURE
 ISLAND)

By: _____
 Name: _____
 Title: _____

SCHEDULE A²

| Payee Name and Address | Purpose of Obligation |
|-----------------------------------|----------------------------------|
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² May be applied by the IRFD for any lawful purpose of the IRFD, including but not limited to the repayment of the City for use of Conditional City Housing Increment to pay debt service on the Housing Bonds or any Parity Housing Debt, payment of Subordinate Facilities Debt, payment of administrative expenses of the IRFD, or transfer to IRFD Housing Fund, among others among others.

EXHIBIT C
FORM OF
OFFICER’S CERTIFICATE REQUESTING DISBURSEMENT FROM CONDITIONAL CITY
FACILITIES INCREMENT SPECIAL ACCOUNT

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an “Authorized Officer,” as such term is defined in that certain Special Fund Administration Agreement, dated as of _____, 20__ (the “Agreement”), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the “City”) for itself and for and on behalf of the "City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “CFD”), the Treasure Island Development Authority, a California non-profit public benefit corporation (“TIDA”), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the “Special Fund Trustee”).

(ii) Under Section 7 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Conditional City Facilities Increment Special Account of the Conditional City Increment Special Fund established under the Agreement to the following funds and accounts established under the specified IRFD Facilities Indenture:

Name of IRFD Facilities Indenture:

| Name of Fund or Account | Amount (\$) |
|-------------------------|-------------|
| Interest Account | |
| Principal Account | |

(iii) Under Section 7 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Conditional City Facilities Increment Special Account of the Net Available Increment Special Fund established under the Agreement to the following funds and accounts established under the specified Parity Facilities Debt Instrument (as defined in the IRFD Facilities Indenture designated in the preceding clause (ii)):

Name of Parity Facilities Debt Instrument:

| Name of Fund or Account | Amount (\$) |
|-------------------------|-------------|
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| | |

(iv) Under Section 7 of the Agreement, the undersigned hereby represents that amounts received in the Bond Year (as defined in the IRFD Facilities Indenture designated in the preceding clause (ii)) ending September 1, 20__ and deposited into the Net Available Facilities Increment Special Account equal the aggregate amounts required to be transferred in such Bond Year (A) for deposit into the Interest Account, the Principal Account, the 2022 Facilities Reserve Account, any other reserve account held by the Trustee for Bonds that are not 2022 Related Facilities Bonds and

the Redemption Account in such Bond Year and, if applicable, (B) with respect to any Parity Facilities Debt other than Bonds pursuant to the applicable Parity Facilities Debt Instrument/

Accordingly, the undersigned hereby directs the Special Fund Trustee to transfer all of the amounts in the Conditional City Facilities Increment Special Account to the City using the following wire instructions:

[to come]

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

Dated:

CITY AND COUNTY OF SAN FRANCISCO
INFRASTRUCTURE AND REVITALIZATION
FINANCING DISTRICT NO. 1 (TREASURE
ISLAND)

By: _____
Name: _____
Title: _____

EXHIBIT D
FORM OF
OFFICER’S CERTIFICATE REQUESTING DISBURSEMENT FROM CONDITIONAL CITY
HOUSING INCREMENT SPECIAL ACCOUNT

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an “Authorized Officer,” as such term is defined in that certain Special Fund Administration Agreement, dated as of _____, 20__ (the “Agreement”), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the “City”) for itself and for and on behalf of the "City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the “CFD”), the Treasure Island Development Authority, a California non-profit public benefit corporation (“TIDA”), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the “Special Fund Trustee”).

(ii) Under Section 8 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Conditional City Housing Increment Special Account of the Conditional City Increment Special Fund established under the Agreement to the following funds and accounts established under the specified IRFD Housing Indenture:

Name of IRFD Housing Indenture:

| Name of Fund or Account | Amount (\$) |
|-------------------------|-------------|
| Interest Account | |
| Principal Account | |

(iii) Under Section 8 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Conditional City Housing Increment Special Account of the Net Available Increment Special Fund established under the Agreement to the following funds and accounts established under the specified Parity Housing Debt Instrument (as defined in the IRFD Housing Indenture designated in the preceding clause (ii)):

Name of Parity Housing Debt Instrument:

| Name of Fund or Account | Amount (\$) |
|-------------------------|-------------|
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(iv) Under Section 8 of the Agreement, the undersigned hereby represents that amounts received in the Bond Year (as defined in the IRFD Housing Indenture designated in the preceding clause (ii)) ending September 1, 20__ and deposited into the Net Available Facilities Increment Special Account equal the aggregate amounts required to be transferred in such Bond Year (A) for deposit into the Interest Account, the Principal Account, the 2022 Facilities Reserve Account, any other reserve account held by the Trustee for Bonds that are not 2022 Related Facilities Bonds and

the Redemption Account in such Bond Year and, if applicable, (B) with respect to any Parity Facilities Debt other than Bonds pursuant to the applicable Parity Facilities Debt Instrument/

Accordingly, the undersigned hereby directs the Special Fund Trustee to transfer all of the amounts in the Conditional City Facilities Increment Special Account to the City using the following wire instructions:

[to come]

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

Dated:

CITY AND COUNTY OF SAN FRANCISCO
INFRASTRUCTURE AND REVITALIZATION
FINANCING DISTRICT NO. 1 (TREASURE
ISLAND)

By: _____
Name: _____
Title: _____

EXHIBIT E
FORM
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM
IRFD ADMINISTRATIVE COSTS ACCOUNT

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer," as such term is defined in that certain Special Fund Administration Agreement, dated as of _____, 20__ (the "Agreement"), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for itself and for and on behalf of the "City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "CFD"), the Treasure Island Development Authority, a California non-profit public benefit corporation ("TIDA"), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the "Special Fund Trustee").

(ii) Under Section 9 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Administrative Costs Fund established under the Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of authorized costs as set forth in the Financing Plan, as described on attached Schedule A. Payments shall be made by check or wire transfer to an account maintained within the United States in accordance with the payment instructions set forth on Schedule A (or the invoice attached thereto) and the Special Fund Trustee shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given.

(iii) The proposed requisition from the IRFD Administrative Costs Fund and expenditure of such moneys complies with the Financing Plan.

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

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

Dated:

CITY AND COUNTY OF SAN FRANCISCO
INFRASTRUCTURE AND REVITALIZATION
FINANCING DISTRICT NO. 1 (TREASURE
ISLAND)

By: _____
Name: _____
Title: _____

SCHEDULE A

| Payee Name and Address | Purpose of Obligation | Amount from IRFD Administrative Costs Fund |
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EXHIBIT F
FORM OF
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM THE IRFD QUALIFIED
PROJECT COSTS FUND

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer," as such term is defined in that certain Special Fund Administration Agreement, dated as of _____, 20__ (the "Agreement"), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for itself and for and on behalf of the "City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "CFD"), the Treasure Island Development Authority, a California non-profit public benefit corporation ("TIDA"), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the "Special Fund Trustee").

(ii) Under Section 10 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the IRFD Qualified Project Costs Fund established under the Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of authorized costs as set forth in the Financing Plan, as described on attached Schedule A. Payments shall be made by check or wire transfer to an account maintained within the United States in accordance with the payment instructions set forth on Schedule A (or the invoice attached thereto) and the Special Fund Trustee shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given.

(iii) The proposed requisition from the IRFD Qualified Project Costs Fund and expenditure of such moneys complies with the Financing Plan.

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

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

Dated:

CITY AND COUNTY OF SAN FRANCISCO
INFRASTRUCTURE AND REVITALIZATION
FINANCING DISTRICT NO. 1 (TREASURE
ISLAND)

By: _____
Name: _____
Title: _____

SCHEDULE A

| Payee Name and Address | Purpose of Obligation | Amount |
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EXHIBIT G
FORM OF
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM THE IRFD HOUSING
FUND

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer," as such term is defined in that certain Special Fund Administration Agreement, dated as of _____, 20__ (the "Agreement"), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for itself and for and on behalf of the "City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "CFD"), the Treasure Island Development Authority, a California non-profit public benefit corporation ("TIDA"), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the "Special Fund Trustee").

(ii) Under Section 11 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the IRFD Housing Fund established under the Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of authorized costs as set forth in the Financing Plan, as described on attached Schedule A. Payments shall be made by check or wire transfer to an account maintained within the United States in accordance with the payment instructions set forth on Schedule A (or the invoice attached thereto) and the Special Fund Trustee shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given.

(iii) The proposed requisition from the IRFD Housing Fund and expenditure of such moneys complies with the Financing Plan.

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

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

Dated:

CITY AND COUNTY OF SAN FRANCISCO
INFRASTRUCTURE AND REVITALIZATION
FINANCING DISTRICT NO. 1 (TREASURE
ISLAND)

By: _____
Name: _____
Title: _____

SCHEDULE A

| Payee Name and Address | Purpose of Obligation | Amount |
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EXHIBIT H

**FORM OF
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM THE SERVICES
SPECIAL TAX FUND**

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer," as such term is defined in that certain Special Fund Administration Agreement, dated as of _____, 20__ (the "Agreement"), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for itself and for and on behalf of the "City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "CFD"), the Treasure Island Development Authority, a California non-profit public benefit corporation ("TIDA"), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the "Special Fund Trustee").

(ii) Under Section 12 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Services Special Tax Fund established under the Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of authorized costs as set forth in the Financing Plan, the CFD Resolution of Formation and the applicable RMA, as described on attached Schedule A. Payments shall be made by check or wire transfer to an account maintained within the United States in accordance with the payment instructions set forth on Schedule A (or the invoice attached thereto) and the Special Fund Trustee shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given.

(iii) The proposed requisition from the Services Special Tax Fund and expenditure of such moneys complies with the Financing Plan, the CFD Resolution of Formation and the applicable RMA.

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

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

Dated:

CITY AND COUNTY OF SAN FRANCISCO,
for and on behalf of CITY AND COUNTY OF
SAN FRANCISCO COMMUNITY
FACILITIES DISTRICT NO. 2016-1 (Treasure
Island)

By: _____
Name: _____
Title: _____

SCHEDULE A

| Payee Name and Address | Purpose of Obligation | Amount |
|-------------------------------|------------------------------|---------------|
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EXHIBIT I
FORM OF
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM THE REMAINDER
TAXES PROJECT ACCOUNT

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer," as such term is defined in that certain Special Fund Administration Agreement, dated as of _____, 20__ (the "Agreement"), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for itself and for and on behalf of the "City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "CFD"), the Treasure Island Development Authority, a California non-profit public benefit corporation ("TIDA"), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the "Special Fund Trustee").

(ii) Prior to the Maintenance Commencement Date (as defined in the Financing Plan): Under Section 13 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Remainder Taxes Project Account established under the Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of authorized costs as set forth in the Financing Plan, the CFD Resolution of Formation and the applicable RMA, as described on attached Schedule A. Payments shall be made by check or wire transfer to an account maintained within the United States in accordance with the payment instructions set forth on Schedule A (or the invoice attached thereto) and the Special Fund Trustee shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given. [Note: Prior to CFD Conversion Date, amounts in the Remainder Taxes Project Account shall be applied to finance Qualified Project Costs; after the CFD Conversion Date, amounts in the Remainder Taxes Project Account shall be applied to finance Additional Community Facilities or other uses authorized by the Mello-Roos Act]

(iii) After the Maintenance Commencement Date: Under Section 13 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the funds in the Remainder Taxes Project Account to the Remainder Taxes Holding Account.

(iv) The proposed requisition from the Remainder Taxes Project Account and expenditure of such moneys complies with the Financing Plan.

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

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

Dated:

CITY AND COUNTY OF SAN FRANCISCO,
for and on behalf of CITY AND COUNTY OF
SAN FRANCISCO COMMUNITY
FACILITIES DISTRICT NO. 2016-1 (Treasure
Island)

By: _____
Name: _____
Title: _____

SCHEDULE A

| Payee Name and Address | Purpose of Obligation | Amount |
|-------------------------------|------------------------------|---------------|
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EXHIBIT J
FORM OF
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM THE REMAINDER
TAXES HOLDING ACCOUNT

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer," as such term is defined in that certain Special Fund Administration Agreement, dated as of _____, 20__ (the "Agreement"), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for itself and for and on behalf of the "City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "CFD"), the Treasure Island Development Authority, a California non-profit public benefit corporation ("TIDA"), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the "Special Fund Trustee").

(ii) Under Section 14 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to transfer the funds in the Remainder Taxes Holding Account to the Ongoing Maintenance Account (\$_____) and/or the Remainder Taxes Project Account (\$_____).

(iii) The proposed requisition from the Remainder Taxes Holding Account and expenditure of such moneys complies with the Financing Plan.

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

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

Dated:

TREASURE ISLAND DEVELOPMENT
AUTHORITY

By: _____
Name: _____
Title: _____

EXHIBIT K
FORM OF
OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM THE ONGOING
MAINTENANCE ACCOUNT

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer," as such term is defined in that certain Special Fund Administration Agreement, dated as of _____, 20__ (the "Agreement"), by and among the City and County of San Francisco, a chartered city organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for itself and for and on behalf of the "City and County of San Francisco Community Facilities District No. 2016-1 (Treasure Island), a community facilities district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "CFD"), the Treasure Island Development Authority, a California non-profit public benefit corporation ("TIDA"), the City and County of San Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an infrastructure and revitalization financing district and a legally constituted governmental entity established pursuant to the laws of the State of California (the "IRFD"), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as Special Fund Trustee (the "Special Fund Trustee").

(ii) Under Section 15 of the Agreement, the undersigned hereby requests and authorizes the Special Fund Trustee to disburse from the Ongoing Maintenance Account established under the Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of authorized costs as set forth in the Financing Plan, the CFD Resolution of Formation and the applicable RMA, as described on attached Schedule A. Payments shall be made by check or wire transfer to an account maintained within the United States in accordance with the payment instructions set forth on Schedule A (or the invoice attached thereto) and the Special Fund Trustee shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given.

(iii) The proposed requisition from the Ongoing Maintenance Account and expenditure of such moneys complies with the Financing Plan, the CFD Resolution of Formation and the applicable RMA.

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

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

Dated:

TREASURE ISLAND DEVELOPMENT
AUTHORITY

By: _____
Name: _____
Title: _____

SCHEDULE A

| Payee Name and Address | Purpose of Obligation | Amount |
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Resolution of the Treasure Island Development Authority Approving a Special Fund Administration Agreement related to the Treasure Island project, and determining other matters in connection therewith.

[Treasure Island Development Authority Approving Special Fund Administration Agreement]

WHEREAS, Naval Station Treasure Island (“NSTI”) is a former United States Navy base located in the City and County of San Francisco (“City”) that consists of two islands connected by a causeway: (1) Treasure Island, and (2) an approximately 90-acre portion of Yerba Buena Island; and

WHEREAS, The Treasure Island Development Authority (“TIDA”) is the Local Reuse Authority designated by the Department of Defense for NSTI and trustee for the portions of NSTI subject to the public trust and statutory trust; and

WHEREAS, The United States of America, acting by and through the Department of the Navy (“Navy”), and TIDA entered into an Economic Conveyance Memorandum of Agreement (“Conveyance Agreement”) that governs the terms and conditions for the transfer of NSTI from the Navy to TIDA; and under the Conveyance Agreement, the Navy has and will convey NSTI to TIDA in phases after the Navy has completed environmental remediation and issued a Finding of Suitability to Transfer (as defined in the Conveyance Agreement) for specified parcels of NSTI or portions thereof; and

WHEREAS, Treasure Island Community Development, LLC (“Developer”) and TIDA have previously entered into a Disposition and Development Agreement (Treasure Island/Yerba Buena Island) dated June 28, 2011 (“DDA”), including a Financing Plan (Treasure Island/Yerba Buena Island) (“Financing Plan”), which governs the disposition and development of a portion of NSTI (“Project Site”) after the Navy’s transfer of NSTI to TIDA in accordance with the Conveyance Agreement; and

FILE NO.

RESOLUTION NO.

1 WHEREAS, The DDA contemplates a project (“Project”) under which TIDA acquires
2 the Project Site from the Navy and conveys portions of the Project Site to Developer (or an
3 affiliate of the Developer) for the purposes of (1) alleviating blight in the Project Site through
4 development of certain improvements, (2) geotechnically stabilizing the Project Site, (3)
5 constructing public infrastructure to support the Project and other proposed uses on NSTI, (4)
6 constructing and improving certain public parks and open spaces, (5) abatement of certain
7 existing hazardous substances, and (6) selling and ground leasing lots to vertical developers
8 who will construct residential units and commercial and public facilities; and

9 WHEREAS, Developer and the City previously entered into a Development Agreement
10 dated June 28, 0211 related to the Project Site to eliminate uncertainty in the City’s land use
11 planning for the Project Site and secure orderly development of the Project consistent with the
12 DDA and other applicable requirements, and the Financing Plan is also an exhibit to the
13 Development Agreement; and

14 WHEREAS, Under Chapter 2.6 of Part 1 of Division 2 of Title 5 of the California
15 Government Code commencing with Section 53369 (“IRFD Law”) the City, acting through its
16 Board of Supervisors (“Board of Supervisors”), established the City and County of San
17 Francisco Infrastructure and Revitalization Financing District No. 1 (Treasure Island), an
18 infrastructure and revitalization financing district and a legally constituted governmental entity
19 established pursuant to the laws of the State of California (“**IRFD**”), and four initial project
20 areas in the IRFD (together with future project areas, “Project Areas”); the City intends to
21 establish additional Project Areas from time to time; and

22 WHEREAS, Under Ordinance No. 29-22, adopted by the Board of Supervisors, as
23 legislative body of the IRFD, on February 15, 2022 (“IRFD Ordinance”), the IRFD approved an
24 amended Infrastructure Financing Plan for the IRFD (“IRFD Financing Plan”); and
25

FILE NO.

RESOLUTION NO.

1 WHEREAS, Under the Mello-Roos Community Facilities Act of 1982, as amended
2 (“Mello-Roos Act”), and Resolution No. 8-17 adopted by the Board of Supervisors on January
3 24, 2017 (“CFD Resolution of Formation”), the City, acting by and through the Board of
4 Supervisors, established the City and County of San Francisco Special Tax District No. 2016-
5 1 (Treasure Island) (“CFD”); as of the date hereof, the Board of Supervisors has designated
6 three improvement areas in the CFD and intends to designate additional improvement areas
7 from time to time (“Improvement Areas”); and

8 WHEREAS, The IRFD, TIDA and the City, on its own behalf and for and on behalf of
9 the CFD, desire to enter into a Special Fund Administration Agreement with a trustee to be
10 identified by the City’s Director of the Office of Public Finance (“Special Fund Trustee”) in
11 order to provide for the administration and disposition of the CFD, the IRFD, the DDA, the
12 Financing Plan, the CFD Resolution of Formation and the IRFD Financing Plan; and

13 WHEREAS, There has been submitted to the Treasure Island Development Authority
14 Board of Directors (“Authority Board”) a form of Special Fund Administration Agreement; and

15 WHEREAS, The Authority Board has reviewed the Special Fund Administration
16 Agreement and found it to be in proper order; now, therefore, be it

17 RESOLVED, That the foregoing recitals are all true and correct; and, be it

18 FURTHER RESOLVED, That the Authority Board hereby approves the Special Fund
19 Administration Agreement in substantially the form on file with the Secretary of the Authority
20 Board, and hereby authorizes and directs the Treasure Island Director to execute the Special
21 Fund Administration Agreement on behalf of TIDA with such changes, additions or deletions
22 that the Director, in consultation with the City Attorney’s Office, determines are in the best
23 interests of the Authority, do not materially reduce the rights of the Authority, and are
24 necessary or advisable to complete the preparation and approval of the Agreement, such
25

FILE NO.

RESOLUTION NO.

determination to be conclusively evidenced by the execution and delivery by the Director of the documents and any amendments thereto.

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CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on April 13, 2022.

Mark Dunlop, Secretary