

**OVERSIGHT BOARD TO THE SUCCESSOR AGENCY OF THE  
REDEVELOPMENT AGENCY OF THE CITY COUNTY OF SAN FRANCISCO**

**RESOLUTION NO. 18-2015**

*Adopted December 14, 2015*

**APPROVING, UNDER SECTIONS 34177.5(a)(1), (a)(4) AND (f) AND 34180(b) OF THE  
CALIFORNIA HEALTH AND SAFETY CODE, THE ISSUANCE OF TAX ALLOCATION  
BONDS BY THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF  
THE CITY AND COUNTY OF SAN FRANCISCO AND RELATED ACTIONS, MISSION  
BAY SOUTH REDEVELOPMENT PROJECT AREA**

WHEREAS, The Former Redevelopment Agency and FOCIL-MB, LLC (the “Master Developer”), as assignee of Catellus Development Corporation, are parties to a Mission Bay South Owner Participation Agreement (the “OPA”) pursuant to which the Former Redevelopment Agency is obligated, at the request of the Master Developer, to incur indebtedness payable from tax increment revenue from time to time to finance various public capital improvements (the “Improvements”) within or in the vicinity of the Former Redevelopment Agency’s Mission Bay South Redevelopment Project, and the OPA has been included on Recognized Obligation Payment Schedules of the Successor Agency to the Former Redevelopment Agency (the “Successor Agency”); and,

WHEREAS, In connection with the execution of the OPA, and as part of the OPA, the Former Redevelopment Agency entered into a series of binding agreements regarding the public and private project to be financed through the OPA, including the Acquisition Agreement dated as of June 1, 2001, by and between the Former Redevelopment Agency and Catellus Development Corporation (the “Acquisition Agreement”) and the Mission Bay South Tax Increment Allocation Pledge Agreement executed November 16, 1998, by and between the City and County of San Francisco and the Former Redevelopment Agency (the “Pledge Agreement”), to which the Master Developer is an express third-party beneficiary; and,

WHEREAS, The Successor Agency is obligated, under the Acquisition Agreement, to pay for the costs of the Improvements after the City and County of San Francisco, through its Department of Public Works, has approved permits for the Improvements, inspected and completed Improvements, and determined that the Improvements have been completed substantially in accordance with approved plans and applicable law; and,

WHEREAS, To provide financing for the Improvements, the Former Redevelopment Agency has, pursuant to the terms of the OPA, heretofore entered into the following loan agreements (collectively, the “Existing Loan Agreements”), and pledged Tax Revenues (as defined in the Existing Loan Agreements) to the repayment of the

loans (the “Existing Loans”) made to the Former Redevelopment Agency under the Existing Loan Agreements:

- (i) Loan Agreement dated as of August 1, 2009 among the Former Redevelopment Agency, U.S. Bank National Association, as trustee, and the City and County of San Francisco Redevelopment Financing Authority (the “Authority”); and,
- (ii) Loan Agreement dated as of March 1, 2011 among the Former Redevelopment Agency, U.S. Bank National Association, as trustee, and the Authority; and,

WHEREAS, The proceeds received by the Former Redevelopment Agency with respect to the Existing Loans were funded by the Authority through its issuance of \$49,810,000 initial principal amount of City and County of San Francisco Redevelopment Financing Authority 2009 Series D Tax Allocation Revenue Bonds (Mission Bay South Redevelopment Project) and \$36,485,000 initial principal amount of City and County of San Francisco Redevelopment Financing Authority 2011 Series D Tax Allocation Revenue Bonds (Mission Bay South Redevelopment Project) (collectively, the “Prior Bonds”); and,

WHEREAS, Section 34177.5(a)(4) of the Health and Safety Code (the “Code”) authorizes successor agencies to issue bonds to make payments under enforceable obligations of their former redevelopment agencies, and Section 34177.5(f) of the Code provides that the actions authorized under the foregoing Sections of the Code are subject to the approval of the applicable oversight board; and,

WHEREAS, The OPA, including the Financing Plan (as defined in the OPA) and the Pledge Agreement, contain an irrevocable pledge of property tax increment, formerly tax increment revenues, to the payment of Infrastructure Costs, and the Successor Agency is obligated, under the OPA, including the Financing Plan and the Pledge Agreement, to issue bonds or incur other indebtedness secured by an irrevocable pledge of tax increment revenues to pay such Infrastructure Costs; and,

WHEREAS, To provide additional financing for the Improvements, the Successor Agency, pursuant to said Section 34177.5(a)(4), issued its \$56,245,000 initial aggregate principal amount of 2014 Series A Tax Allocation Bonds (Mission Bay South Redevelopment Project) (the “2014 Bonds”); and,

WHEREAS, Section 34177.5(a)(1) of the Code provides that a successor agency may issue bonds or incur other indebtedness to refund the bonds or other indebtedness of its former redevelopment agency to provide savings to the successor agency, provided that the conditions set forth in that section (the “Savings Parameters”) are met; and,

WHEREAS, Section 34177.5(b) of the Code authorizes a successor agency to issue such refunding bonds pursuant to Article 11 (commencing with Section 53580) of

Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the “Refunding Law”); and,

WHEREAS, The Master Developer has submitted a written request to the Successor Agency, Letter, November 15, 2015, and the staff of the Successor Agency, appropriate Successor Agency consultants and the Master Developer have met and conferred and have determined that, pursuant to the Financing Plan and the Pledge Agreement, the Successor Agency will issue additional Tax Allocation Debt to reimburse the Master Developer for Infrastructure Costs associated with improvements for which the City and County of San Francisco, through its Department of Public Works, has already issued permits; and,

WHEREAS, Inasmuch as the requirements of Section 34177.5(a)(4) have been met, in response to the November 14, 2014 request of the Master Developer, the Successor Agency has determined to issue, pursuant to the authority set forth in Section 34177.5(a)(4), its 2016 Series B Bonds (as defined below), but subject to the approval of this Oversight Board and the California Department of Finance; and,

WHEREAS, In order to refinance all or a portion of the Existing Loan Agreements and the related Prior Bonds, under the authority of Section 34177.5(a)(1) of the Code and the Refunding Law, the Successor Agency has determined to issue its 2016 Series C Bonds (as defined below) payable from Tax Revenues on a parity with the 2014 Bonds and the 2016 Series B Bonds; and,

WHEREAS, To determine that the issuance of the 2016 Series C Bonds, the refunding of the Prior Bonds and the refinancing of the Existing Agreements comply with the Savings Parameters, the Successor Agency has caused its financial advisor, Public Financial Management, Inc., to prepare an analysis of the potential savings that will accrue to the Successor Agency and to applicable taxing entities as a result of the use of the proceeds of the 2016 Series C Bonds to prepay the Existing Loan Agreements and, thereby, to refund the Prior Bonds (the “Debt Service Savings Analysis”); and,

WHEREAS, To take advantage of current bond market conditions and to provide additional funds to finance the Improvements, on October 20, 2015, the Commission on Community Investment and Infrastructure (also known as the “Successor Agency Commission”) adopted Resolution No. 64-2015 (the “Successor Agency Resolution”), a copy of which is attached to this Resolution as Exhibit A, which Successor Agency Resolution (a) authorized the issuance of its 2016 Series B Bonds (as defined below) in an aggregate principal amount of up to \$45,000,000 in order to provide additional funds to finance the Improvements, (b) authorized the issuance of the 2016 Series C Bonds in an aggregate principal amount of up to \$115,000,000 in order to provide funds to prepay the Existing Loans thereby discharging the Existing Loan Agreements and defeasing the Prior Bonds, and (c) approved related documents and actions; and,

WHEREAS, The Successor Agency has filed the Debt Service Savings Analysis (attached hereto as Exhibit B), together with a certified copy of the Successor Agency

Resolution, with the Oversight Board and, as provided in Section 34180(j) of the Code, with the California Department of Finance, and has also submitted the Successor Agency Resolution to the Administrative Officer and the Auditor-Controller of the City and County of San Francisco and the California Department of Finance, as required by Section 34180(j) of the Code; and,

WHEREAS, Under Sections 34177.5(f) and 34180(b) of the Code and the provisions of Ordinance No. 215-12 adopted by the Board of Supervisors of the City and County of San Francisco on October 2, 2012, the Successor Agency's issuance of bonds is subject to the approval of this Oversight Board; and,

WHEREAS, The approvals of the issuance of the 2016 Series C Bonds to refund existing indebtedness and of the issuance of the 2016 Series B Bonds to provide funding to reimburse the Master Developer for the costs of Improvements that the City has already approved prior to the Oversight Board's consideration of this Resolution and that are, or will be, substantially completed and inspected by the City prior to any reimbursement are exempt from environmental review under the California Environmental Quality Act ("CEQA") because (i) they are not a project with the potential for causing a significant effect on the environment, CEQA Guidelines § 15061 (b) (3); (ii) they are government fiscal activities that do not involve any commitment to any specific project with a potentially significant physical impact on the environment, CEQA Guidelines § 15378 (b) (4); and (iii) they constitute an administrative activity that will not result in direct or indirect physical changes in the environment, CEQA Guidelines § 15378 (b) (5); and,

WHEREAS, This Oversight Board now desires to approve the issuance by the Successor Agency of the 2016 Series B Bonds and the 2016 Series C Bonds by the Successor Agency and the other actions of the Successor Agency contemplated by the Successor Agency Resolution, attached hereto as Exhibit A; now therefore, be it

RESOLVED, That this Oversight Board approves the issuance by the Successor Agency of its 2016 Series B Tax Allocation Bonds (Mission Bay South Redevelopment Project) (the "2016 Series B Bonds") under Section 34177.5(a)(4) of the Code for the purposes of providing additional financing for the Improvements; and, be it, further

RESOLVED, That this Oversight Board approves the issuance by the Successor Agency of its 2016 Series C Tax Allocation Refunding Bonds (Mission Bay South Redevelopment Project) (the "2016 Series C Bonds") pursuant to Section 34177.5(a)(1) of the Safety Code for the purposes of refunding the Existing Loans and the Prior Bonds, provided the conditions and requirements set forth in the Successor Agency Resolution regarding the issuance of the 2016 Series C Bonds are met; and, be it, further

RESOLVED, That this Oversight Board makes the following determinations upon which the Successor Agency will rely in undertaking the proceedings relating to the issuance of the 2016 Series B Bonds and the 2016 Series C Bonds:

- (a) The Successor Agency is authorized, as provided in Section 34177.5(f) of the Code, to recover its costs related to the issuance of the 2016 Series B Bonds and the 2016 Series C Bonds from the proceeds of the 2016 Series B Bonds and the 2016 Series C Bonds, including the cost of reimbursing its administrative staff for time spent with respect to the authorization, issuance, sale and delivery of the 2016 Series B Bonds and the 2016 Series C Bonds.
- (b) The application of proceeds of the 2016 Series B Bonds and the 2016 Series C Bonds by the Successor Agency to the financing of the Improvements and the refunding and defeasance of the Existing Loan Agreements and the Prior Bonds, and the payment by the Successor Agency of costs of issuance of the 2016 Series B Bonds and the 2016 Series C Bonds, as provided in Section 34177.5(a) of the Code, shall be implemented by the Successor Agency promptly upon sale and delivery of the 2016 Series B Bonds and the 2016 Series C Bonds, notwithstanding Section 34177.3 of the Code or any other provision of law to the contrary, without the approval of the Oversight Board, the California Department of Finance, or any other person or entity other than the Successor Agency.
- (c) The Successor Agency shall be entitled to receive its full Administrative Cost Allowance under Section 34181(a)(3) of the Code without any deductions with respect to continuing post-issuance compliance and administration costs related to the 2016 Series B Bonds and the 2016 Series C Bonds, such as trustee's fees, auditing and fiscal consultant fees and continuing disclosure and rating agency costs (collectively, "Continuing Costs of Issuance"), and such Continuing Costs of Issuance shall be payable from property tax revenues pursuant to Section 34183 of the Code. In addition and as provided by Section 34177.5(f) of the Code, if the Successor Agency is unable to complete the issuance of the 2016 Series B Bonds and the 2016 Series C Bonds for any reason, the Successor Agency shall, nevertheless, be entitled to recover its costs incurred with respect to the proceedings of the 2016 Series B Bonds and the 2016 Series C Bonds from such property tax revenues pursuant to Section 34183 of the Code without reduction in its Administrative Cost Allowance; and be it further

RESOLVED, That the Oversight Board approves the Successor Agency's execution and delivery of the First Supplemental Indenture of Trust, attached hereto as Exhibit C, pursuant to which the 2016 Series B Bonds and the 2016 Series C Bonds will be issued; and, be it, further

RESOLVED, That the Oversight Board approves the Successor Agency's execution and delivery of the Redemption Agreements, attached hereto as Exhibit D, pursuant to which the Existing Loan Agreements and the Prior Bonds will be refunded, discharged and defeased; and, be it, further

RESOLVED, That the Oversight Board approves the Successor Agency's execution and delivery of the Bond Purchase Contract, attached hereto as Exhibit E, pursuant to which the 2016 Series B Bonds and the 2016 Series C Bonds will be sold.

I hereby certify that the foregoing resolution was adopted by the Oversight Board at its meeting of December 14, 2015.



Board Secretary

- Exhibit A: OCII Commission Resolution No. 64-2015
- Exhibit B: Debt Service Savings Analysis
- Exhibit C: First Supplemental Indenture of Trust
- Exhibit D-1: Redemption Agreement – 2009D
- Exhibit D-2: Redemption Agreement – 2011D
- Exhibit E: Bond Purchase Contract

## COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

## RESOLUTION NO. 64 – 2015

*Adopted October 20, 2015*

**AUTHORIZING THE ISSUANCE OF NEW MONEY AND REFUNDING TAX ALLOCATION BONDS FOR THE MISSION BAY SOUTH REDEVELOPMENT PROJECT AREA IN AGGREGATE PRINCIPAL AMOUNTS NOT TO EXCEED \$45,000,000 AND \$115,000,000, RESPECTIVELY, AND APPROVING AND DIRECTING THE EXECUTION OF A FIRST SUPPLEMENTAL INDENTURE OF TRUST, A BOND PURCHASE CONTRACT AND REDEMPTION AGREEMENTS, AND APPROVAL OF OTHER RELATED DOCUMENTS AND ACTIONS; MISSION BAY SOUTH REDEVELOPMENT PROJECT AREA**

WHEREAS, The Redevelopment Agency of the City and County of San Francisco (the “Former Redevelopment Agency”) and FOCIL-MB, LLC (the “Master Developer”), as assignee of Catellus Development Corporation, are parties to a Mission Bay South Owner Participation Agreement executed November 16, 1998, as amended by the First Amendment, dated February 17, 2004, by the Second Amendment, dated November 1, 2005, and by the Third Amendment, dated May 21, 2013 (as further amended, the “OPA”), which includes Attachment E thereto, entitled “Mission Bay South Financing Plan” (the “Financing Plan”); and,

WHEREAS, In connection with the execution of the OPA, and as part of the OPA, the Former Redevelopment Agency entered into a series of binding agreements regarding the public and private project to be financed through the OPA, including the Mission Bay South Tax Increment Allocation Pledge Agreement executed November 16, 1998, by and between the City and County of San Francisco and the Former Redevelopment Agency (the “Pledge Agreement”), to which the Master Developer is an express third-party beneficiary; and,

WHEREAS, Under California Assembly Bill No. 1X26 (Chapter 5, Statutes of 2011-12, First Extraordinary Session) (“AB 26”) and the California Supreme Court’s decision in California Redevelopment Association v. Matosantos, No. 5194861, all redevelopment agencies in the State of California (the “State”), including the Former Redevelopment Agency, were dissolved by operation of law as of February 1, 2012, and their non-affordable housing assets and obligations were transferred to certain designated successor agencies; and,

WHEREAS, In June of 2012, the California legislature adopted Assembly Bill 1484 (“AB 1484”) amending certain provisions of AB 26 and clarifying that successor agencies are separate public entities, Section 34173 (g) the California Health and Safety Code (the “Code”), and have the authority, with approval of the oversight board and the California Department of Finance, to issue certain bonds, Section 34177.5(a)(4) of the Code (“Section 34177.5(a)(4)”), and the Governor of the State signed the bill and it became effective on June 27, 2012; and,

WHEREAS, Subsequent to the adoption of AB 1484, on October 2, 2012 the Board of Supervisors of the City adopted Ordinance No. 215-12 (the “Implementing Ordinance”), which Implementing Ordinance was signed by the Mayor on October 4, 2012, and which, among other matters: (a) acknowledged and confirmed that, as of the effective date of AB 1484, the Successor Agency is a separate legal entity from the City, (b) acknowledged and confirmed that the Successor Agency holds, subject to the applicable rights and restrictions set forth in AB 26 as amended by AB 1484, and as it may be further amended from time to time (collectively referred to in the Implementing Ordinance as the “Redevelopment Dissolution Law”), title to all assets, and all rights, obligations and liabilities of the Former Redevelopment Agency, (c) declared that the name of the Successor Agency is the “Successor Agency to the Redevelopment Agency of the City and County of San Francisco,” (d) established the Successor Agency Commission (the “Successor Agency Commission”) and delegated to the Successor Agency Commission the authority (excluding authority as to the “Housing Assets,” as defined in the Implementing Ordinance) to act in place of the Former Redevelopment Agency Commission to, among other matters: (i) implement, modify, enforce and complete the Former Redevelopment Agency’s enforceable obligations, except with respect to certain enforceable obligations for specified affordable housing purposes, (ii) approve all contracts and actions related to the assets transferred to or returned by the Successor Agency, consistent with applicable enforceable obligations, and (iii) take any action that the Redevelopment Dissolution Law requires or authorizes on behalf of the Successor Agency and any other action that the Successor Agency Commission deems appropriate consistent with the Redevelopment Dissolution Law to comply with such obligations, including, without limitation, authorizing additional obligations in furtherance of enforceable obligations, and approving the issuance of bonds to carry out the enforceable obligations, subject to any approval of the oversight board of the Successor Agency established pursuant to the provisions of the Redevelopment Dissolution Law (the “Oversight Board”), (e) designated the means by which the five members of the Successor Agency Commission would be determined, and (f) provided for an Executive Director of, and legal counsel to, the Successor Agency; and,

WHEREAS, The Successor Agency is also known as the Office of Community Investment and Infrastructure (“OCII”) and its commission is known as the Commission on Community Investment and Infrastructure; and,

WHEREAS, The Financing Plan and the Pledge Agreement pledge tax increment generated from the Mission Bay South Redevelopment Project Area to the Master Developer to reimburse the Master Developer for Infrastructure Costs (as defined in the Financing Plan), which includes using such tax increment revenues to pay debt service on Tax Allocation Debt (as such term is defined in the Financing Plan); and,

WHEREAS, Pursuant to the Financing Plan, the Successor Agency is obligated to issue Tax Allocation Debt so long as any of the Infrastructure (as defined in the Financing Plan) has not been completed or the Infrastructure Costs have not been

reimbursed to the Master Developer from the proceeds of Net Available Increment (as such term is defined in the Financing Plan) or Tax Allocation Debt, the Master Developer has submitted a written request to the Successor Agency, as successor to the Former Redevelopment Agency, requesting the Successor Agency to issue CFD debt or Tax Allocation Debt (as such terms are defined in the Financing Plan), and the staff of the Successor Agency and appropriate Successor Agency consultants have met and conferred with the Master Developer as to the amount and timing of the proposed bond issue, Sections 6.A. of Financing Plan at p. 13-14; and,

WHEREAS, The Master Developer has submitted a written request to the Successor Agency, Letter, November 14, 2014, and the staff of the Successor Agency, appropriate Successor Agency consultants and the Master Developer have met and conferred and have determined that, pursuant to the Financing Plan and the Pledge Agreement but subject to the approval of the Oversight Board and the California Department of Finance, the Successor Agency will issue additional Tax Allocation Debt to reimburse the Master Developer for Infrastructure Costs; and,

WHEREAS, Section 34177.5(a)(4) provides that a successor agency may, subject to the approval of the oversight board and the California Department of Finance, issue bonds or incur other indebtedness to make payments under enforceable obligations when the enforceable obligations include the irrevocable pledge of property tax increment, formerly tax increment revenues, or other funds and the obligation to issue bonds secured by that pledge; and,

WHEREAS, The OPA, including the Financing Plan and the Pledge Agreement, contain an irrevocable pledge of property tax increment, formerly tax increment revenues, to the payment of Infrastructure Costs, and the Successor Agency is obligated, under the OPA, including the Financing Plan and the Pledge Agreement, to issue bonds or incur other indebtedness secured by an irrevocable pledge of tax increment revenues to pay such Infrastructure Costs; and,

WHEREAS, Inasmuch as the requirements of Section 34177.5(a)(4) have been met, in response to the November 14, 2014 request of the Master Developer, the Successor Agency has determined to issue, subject to the approval of the Oversight Board and the California Department of Finance, pursuant to the authority set forth in Section 34177.5(a)(4), its 2016 Series B Bonds (as defined below); and,

WHEREAS, The 2016 Series B Bonds will also be from Tax Revenues on a parity with the Successor Agency's \$56,245,000 initial aggregate principal amount of 2014 Series A Tax Allocation Bonds (Mission Bay South Redevelopment Project) (the "2014 Bonds") and, to the extent not prepaid in full as set forth below, the Existing Loan Agreements (as defined below); and,

WHEREAS, Prior to the dissolution of the Former Redevelopment Agency, the Former Redevelopment Agency entered into the following loan agreements (collectively, the Existing Loan Agreements") to finance and refinance redevelopment activities with respect to its Mission Bay South Redevelopment Project Area:

(i) the Loan Agreement dated as of September 1, 2009 among the Former Redevelopment Agency, U.S. Bank National Association, as trustee, and the City and County of San Francisco Redevelopment Financing Authority (the "Authority"); and,

(ii) the Loan Agreement dated as of March 1, 2011 among the Former Redevelopment Agency, U.S. Bank National Association, as trustee, and the Authority; and,

WHEREAS In connection with the execution and delivery of the Existing Loan Agreements, the Authority issued the following bonds (collectively, the "Prior Bonds"):

(i) \$49,810,000 initial principal amount of City and County of San Francisco Redevelopment Financing Authority 2009 Series D Tax Allocation Revenue Bonds (Mission Bay South Redevelopment Project); and,

(ii) \$36,485,000 initial principal amount of City and County of San Francisco Redevelopment Financing Authority 2011 Series D Tax Allocation Revenue Bonds (Mission Bay South Redevelopment Project); and,

WHEREAS, Section 34177.5(a)(1) of the Code provides that a successor agency may issue bonds or incur other indebtedness to refund the bonds or other indebtedness of its former redevelopment agency to provide savings to the successor agency, provided that the conditions set forth in that section (the "Savings Parameters") are met; and,

WHEREAS, Section 34177.5(b) of the Code authorizes a successor agency to issue such refunding bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Refunding Law"); and,

WHEREAS, In order to refinance all or a portion of the Existing Loan Agreements and the related Prior Bonds, under the authority of Section 34177.5(a)(1) of the Code and the Refunding Law, the Successor Agency has determined, subject to the approval of the Oversight Board and the California Department of Finance, to issue its refunding bonds (the "2016 Series C Bonds") captioned "2016 Series C Tax Allocation Refunding Bonds (Mission Bay South Redevelopment Project)" (as defined below) and payable from Tax Revenues on a parity with the 2014 Bonds and the 2016 Series B Bonds and the Existing Loan Agreements that are not refunded in full; and,

WHEREAS, To determine that the issuance of the 2016 Series C Bonds, the refunding of the Prior Bonds and the refinancing of the Existing Agreements comply with the Savings Parameters, the Successor Agency has caused its financial advisor, Public Financial Management, Inc. (the "Financial Advisor"), to prepare an analysis of the potential savings that will accrue to the Successor Agency and to applicable taxing entities as a result of the use of the proceeds of the 2016 Series C Bonds to

prepay the Existing Loan Agreements and, thereby, to refund the Existing Loan Agreements and the Prior Bonds (the “Debt Service Savings Analysis”); and,

WHEREAS, The sale of the 2016 Series C Bonds will comply with the provisions of the Successor Agency’s debt policy (the “Debt Policy”), adopted by Resolution 72-2014 of the Successor Agency Commission on August 19, 2014, unless such compliance is waived in accordance with the Debt Policy; and,

WHEREAS The Financial Advisor has had input into the staff report for this Resolution, which staff report addresses matters described in Section 34177.5(h) of the Code with respect to both the 2016 Series B Bonds and the 2016 Series C Bonds; and,

WHEREAS, The Successor Agency has determined, subject to the approval of the Oversight Board and the California Department of Finance, to sell the 2016 Series B Bonds and the 2016 Series C Bonds to Stifel, Nicolaus & Company, Incorporated, Backstrom McCarley Berry & Company, LLC, and Blaylock Beal Van, LLC (collectively, the “Underwriters”) pursuant to a Bond Purchase Contract (the “Purchase Contract”) among the Successor Agency, the Authority and the Underwriters; and,

WHEREAS, The following documents and instruments have been made available to the Successor Agency and the public, are on file with the Secretary of the Successor Agency: the 2014 Indenture, a First Supplemental Indenture of Trust (the “First Supplement”) between the Successor Agency and the Trustee providing for the issuance of the 2016 Series B Bonds and the 2016 Series C Bonds, a Redemption Agreement relating to each of the Prior Bonds and the Existing Loan Agreements (each, a “Redemption Agreement”) providing for the refinancing of the Existing Loan Agreements, and the refunding and defeasance of the Prior Bonds, and the Purchase Contract to be used in connection with the sale of the 2016 Series B Bonds and the 2016 Series C Bonds; and,

WHEREAS, The Successor Agency is now requesting that the Oversight Board direct the Successor Agency to undertake the refunding proceedings relating to the 2016 Series C Bonds and to approve the issuance of both the 2016 Series B Bonds and the 2016 Series C Bonds pursuant to this Resolution and the Indenture; and,

WHEREAS, The Successor Agency further requests that the Oversight Board make certain determinations described below on which the Successor Agency will rely in undertaking the refunding proceedings and the issuance of the 2016 Series B Bonds and the 2016 Series C Bonds; and,

WHEREAS, Following approval by the Oversight Board of the issuance of the 2016 Series B Bonds and the 2016 Series C Bonds by the Successor Agency and upon submission of the Oversight Board Resolution to the California Department of Finance, the Successor Agency will, with the assistance of the Financial Advisor, bond counsel to the Successor Agency (“Bond Counsel”), disclosure counsel to the Successor Agency (“Disclosure Counsel”), and the fiscal consultant to the Successor Agency (the “Fiscal Consultant”), cause to be prepared a form of Official Statement describing the 2016 Series B Bonds and the 2016 Series C

Bonds and containing material information relating to the Successor Agency and the 2016 Series B Bonds and the 2016 Series C Bonds, the preliminary form of which will be submitted to the Successor Agency (but not the Oversight Board) for approval for distribution by the Underwriters to persons and institutions interested in purchasing the 2016 Series B Bonds and the 2016 Series C; and,

WHEREAS, The sale and issuance of the 2016 Series B Bonds and the 2016 Series C Bonds are Successor Agency fiscal activities that do not constitute a “Project” as defined by the California Environmental Quality Act (“CEQA”) Guidelines Section 15378(b)(4), will not independently result in a physical change in the environment, and are not subject to environmental review under CEQA; now therefore, be it

RESOLVED, The Successor Agency Commission finds that:

The Successor Agency has full authority under Section 34177.5(a)(4) of the Code to issue the 2016 Series B Bonds to reimburse the Master Developer for Infrastructure Costs, as required by the OPA, and upon the Oversight Board’s approval and the California Department of Finance’s non-objection to or approval of the Oversight Board’s Resolution, all acts and proceedings required by law necessary to make the 2016 Series B Bonds, when executed by the Successor Agency, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the Successor Agency, and to constitute the First Supplement valid and binding agreements for the uses and purposes therein set forth, in accordance with its terms, will have been done or taken and the execution and delivery of the First Supplement will have been in all respects duly authorized; and, be it further

RESOLVED, Pursuant to this Resolution, the Indenture, and Section 34177.5(a)(4) of the Code, tax increment bonds of the Successor Agency are hereby authorized to be issued, subject to the approval of the Oversight Board and the California Department of Finance, designated as “Successor Agency to the Redevelopment Agency of the City and County of San Francisco 2016 Series B Tax Allocation Bonds (Mission Bay South Redevelopment Project)” (the “2016 Series B Bonds”). The aggregate initial amount of the 2016 Series B Bonds shall not exceed \$45,000,000. The 2016 Series B Bonds shall be executed in the form set forth in and otherwise as provided in the First Supplement; and, be it further

RESOLVED, The Successor Agency has full authority under Section 34177.5(a)(1) of the Code to issue the 2016 Series C Bonds and to refinance the Existing Loan Agreements and the related Prior Bonds, and upon the Oversight Board’s approval and the Department of Finance’s non-objection to or approval of the Oversight Board’s Resolution, all acts and proceedings required by law necessary to make the 2016 Series C Bonds, when executed by the Successor Agency, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the Successor Agency; and, be it further

RESOLVED, The Successor Agency Commission has determined that there are significant potential savings available to the Successor Agency and to applicable taxing

entities in compliance with the Savings Parameters by the issuance by the Successor Agency of the 2016 Series C Bonds to provide funds to refund and defease the Existing Loan Agreements and Prior Bonds, all as evidenced by the Debt Service Savings Analysis on file with the Successor Agency, which is hereby approved; and, be it further

RESOLVED, Pursuant to this Resolution, the Indenture, Section 34177.5(b) of the Code, and the Refunding Law, the 2016 Series C Bonds are hereby authorized to be issued, subject to the approval of the Oversight Board and the California Department of Finance, provided that the aggregate initial amount of the 2016 Series C Bonds shall not exceed \$115,000,000, and the 2016 Series C Bonds shall be in compliance with the Savings Parameters at the time of their issuance and delivery. The 2016 Series C Bonds shall be executed in the form set forth in and otherwise as provided in the First Supplement. Notwithstanding the foregoing, the Successor Agency may issue more than one series of refunding bonds at different times if the Authorized Officers (as defined below) determine it is in the best interests of the Successor Agency to do so, provided that the maximum combined principal amount of all refunding bonds shall not exceed \$115,000,000; and, be it further

RESOLVED, It is the intent of the Successor Agency to sell and deliver the 2016 Series C Bonds in whole, provided that there is compliance with the Savings Parameters. However, the Successor Agency will initially authorize the sale and delivery of the 2016 Series C Bonds in whole or, if such Savings Parameters cannot be met with respect to the whole, then in part; provided that the 2016 Series C Bonds so sold and delivered in part are in compliance with the Savings Parameters. The sale and delivery of the 2016 Series C Bonds in part will in each instance provide sufficient funds only for the refunding of that portion of the Existing Loan Agreements and the Prior Bonds that meet the Savings Parameters. If the 2016 Series C Bonds are initially sold in part, the Successor Agency intends to sell and deliver additional parts of the 2016 Series C Bonds without the further approval of the Oversight Board provided that in each such instance the 2016 Series C Bonds so sold and delivered in part are in compliance with the Savings Parameters; and, be it further

RESOLVED, The First Supplement is hereby approved in the form lodged with the Successor Agency's Secretary. The Executive Director and the Deputy Executive Director, Finance and Administration (each being hereinafter referred to as an "Authorized Officer"), each acting alone, are hereby authorized and directed, subject to the Oversight Board's approval, and the California Department of Finance's non-objection to or approval of the Oversight Board's Resolution, to execute and deliver the Indenture in said form, with such additions thereto or changes therein as are approved by an Authorized Officer upon consultation with the Successor Agency and Bond Counsel, the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Indenture by an Authorized Officer. The date, manner of payment, interest rate or rates, interest payment dates, denominations, form, registration, privileges, manner of execution, place of payment terms of redemption and other terms of the 2016

Series B Bonds and the 2016 Series C Bonds shall be as provided in the Indenture as finally executed; and be it further

RESOLVED, The Redemption Agreements are hereby approved in the forms lodged with the Successor Agency's Secretary. Each Authorized Officer, acting alone, is hereby authorized and directed, subject to the Oversight Board's approval, and the California Department of Finance's non-objection to or approval of the Oversight Board's Resolution, to execute and deliver the Redemption Agreements in said forms, with such additions thereto or changes therein as are approved by an Authorized Officer upon consultation with the Successor Agency and Bond Counsel, the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Redemption Agreements by an Authorized Officer; and, be it further

RESOLVED, The Successor Agency hereby approves the selection of the Underwriters. The Purchase Contract among the Successor Agency, the Authority and the Underwriters is hereby approved in the form lodged with the Successor Agency's Secretary. An Authorized Officer is hereby authorized and directed to accept the offer of the Authority to purchase the 2016 Series B Bonds and the 2016 Series C Bonds from the Successor Agency for resale to the Underwriters (pursuant to Sections 6588 and 6589 of the California Government Code) as set forth in the Purchase Contract; provided that the aggregate initial amount of the 2016 Series B Bonds sold thereby is not in excess of \$45,000,000, the aggregate initial amount of the 2016 Series C Bonds sold thereby is not in excess of \$115,000,000], the true interest cost of the 2016 Series B Bonds and the 2016 Series C Bonds is not in excess of 5.50% per annum and the Underwriters' discount, without regard to any original issue discount, is not in excess of 0.70% of the aggregate initial amount of the 2016 Series B Bonds and the 2016 Series C Bonds) and, subject to the Oversight Board's approval, and the Department of Finance's non-objection to or approval of the Oversight Board's Resolution, to execute and deliver the Purchase Contract in said form, with such additions thereto or changes therein as are recommended or approved by an Authorized Officer upon consultation with the Successor Agency and its Bond Counsel, the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Purchase Contract by an Authorized Officer. Additionally, the 2016 Series C Bonds shall not be sold, issued and delivered unless the sale of the 2016 Series C Bonds and the refunding of the Existing Loan Agreement and the Prior Bonds meets the Savings Parameters, as provided above, and the net present value savings obtained by issuing the 2016 Series C Bonds, based on the debt service of the Prior Bonds being refunded, is not less than 3% of the principal amount of the Prior Bonds being refunded (provided, however, that, in accordance with the Debt Policy of the Successor Agency, this criterion may be waived in order to take advantage of the current historically low interest rate environment and the economic efficiency of including multiple loans in the current refinancing); and, be it further

RESOLVED, Following approval by the Oversight Board of the issuance of the 2016 Series B Bonds and the 2016 Series C Bonds by the Successor Agency and upon approval

by the California Department of Finance of such approval by the Oversight Board, the Successor Agency will, with the assistance of Disclosure Counsel, Bond Counsel, the Fiscal Consultant and the Financial Advisor, cause to be prepared a form of Official Statement describing the 2016 Series B Bonds and the 2016 Series C Bonds and containing material information relating to the 2016 Series B Bonds and the 2016 Series C Bonds, the preliminary form of which will be submitted to the Successor Agency (but not to the Oversight Board) for approval for distribution by the Underwriters to persons and institutions interested in purchasing the 2016 Series B Bonds and the 2016 Series C Bonds; and, be it further

RESOLVED, The 2016 Series B Bonds and the 2016 Series C Bonds, when executed, shall be delivered to the Trustee for authentication. The Trustee is hereby requested and directed to authenticate the 2016 Series B Bonds and the 2016 Series C Bonds by executing the Trustee's certificate of authentication and registration appearing thereon, and to deliver the 2016 Series B Bonds and the 2016 Series C Bonds, when duly executed and authenticated, to the Underwriters in accordance with written instructions executed on behalf of the Successor Agency by an Authorized Officer, which instructions such officer is hereby authorized and directed to execute and deliver to the Trustee. Such instructions shall provide for the delivery of the 2016 Series B Bonds and the 2016 Series C Bonds to the Underwriters in accordance with the Purchase Contract, upon payment of the purchase price therefor; and, be it further

RESOLVED The Successor Agency will spend the proceeds of the 2016 Series B Bonds in accordance with the requirements of the Redevelopment Dissolution Law, the OPA, the Pledge Agreement and the Financing Plan, and has and will include such expenditures, prior to their being made, on the Recognized Obligation Payment Schedules in accordance with the Redevelopment Dissolution Law; and, be it further

RESOLVED, The Successor Agency hereby requests the Oversight Board, as authorized by Section 34177.5(f) of the Code, to direct the Successor Agency to undertake the refunding proceedings and as authorized by Sections 34177.5(f) and 34180 of the Code to approve the issuance of the 2016 Series C Bonds pursuant to Section 34177.5(a)(1) of the Code, this Resolution and the Indenture; and, be it further

RESOLVED, The Successor Agency requests that the Oversight Board make the following determinations upon which the Successor Agency will rely in undertaking the refunding proceedings and the issuance of the 2016 Series C Bonds:

- (a) The Successor Agency is authorized, as provided in Section 34177.5(f) of the Code, to recover its costs related to the issuance of the 2016 Series C Bonds from the proceeds of the 2016 Series C Bonds, including the cost of reimbursing its administrative staff for time spent with respect to the authorization, issuance, sale and delivery of the 2016 Series C Bonds.
- (b) The application of proceeds of the 2016 Series C Bonds by the Successor Agency to the refunding and defeasance of the Prior Bonds and the

refinancing of the Existing Loan Agreements, as well as the payment by the Successor Agency of costs of issuance of the 2016 Series C Bonds, as provided in Section 34177.5(a) of the Code, shall be implemented by the Successor Agency promptly upon sale and delivery of the 2016 Series C Bonds, notwithstanding Section 34177.3 of the Code or any other provision of law to the contrary, without the approval of the Oversight Board, the California Department of Finance, or any other person or entity other than the Successor Agency.

- (c) The Successor Agency shall be entitled to receive its full Administrative Cost Allowance under Section 34181(a)(3) of the Code without any deductions with respect to continuing post-issuance compliance and administration costs related to the 2016 Series C Bonds, such as trustee's fees, auditing and fiscal consultant fees and continuing disclosure and rating agency costs (collectively, "Continuing Costs of Issuance"), and such Continuing Costs of Issuance shall be payable from property tax revenues pursuant to Section 34183 of the Code. In addition and as provided by Section 34177.5(f) of the Code, if the Successor Agency is unable to complete the issuance of the 2016 Series C Bonds for any reason, the Successor Agency shall, nevertheless, be entitled to recover its costs incurred with respect to the refunding proceedings of the 2016 Series C Bonds from such property tax revenues pursuant to Section 34183 of the Code without reduction in its Administrative Cost Allowance; and, be it further

RESOLVED The Successor Agency is hereby authorized and directed to file the Debt Service Savings Analysis, together with a certified copy of this Resolution, with the Oversight Board, and, as provided in Section 34180(j) of the Code, with the California Department of Finance, the Administrative Officer and Auditor-Controller of the City and County of San Francisco; and, be it further

RESOLVED, The Authorized Officers, each acting alone, are hereby authorized and directed to take all actions necessary to obtain a municipal bond insurance policy and/or reserve account surety bond, or both, for the 2016 Series B Bonds and 2016 Series C Bonds, or any portion thereof, from a municipal bond insurance company if it is determined, upon consultation with the Financial Advisor and the Underwriters, that such municipal bond insurance policy and/or surety bond will reduce the true interest costs with respect to the 2016 Series B Bonds and 2016 Series C Bonds; and, be it further

RESOLVED, That, subject to the preparation and approval of the Official Statement, as described above, this Commission authorizes all actions heretofore taken by the officers and agents of the Successor Agency with respect to the sale and issuance of the 2016 Series B Bonds and the 2016 Series C Bonds herein authorized, the expenditure of the proceeds of the 2016 Series B Bonds and the 2016 Series C Bonds is hereby approved, confirmed and ratified, and the proper officers of the Successor Agency are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other

documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the 2016 Series B Bonds and the 2016 Series C Bonds in accordance with this Resolution and any certificate, agreement and other document described in the documents herein approved.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of October 20, 2015.



Commission Secretary



**Office of Community Investment and Infrastructure**  
**Successor Agency to the Redevelopment Agency**  
**of the City and County of San Francisco**

2015 Series B Tax Allocation Refunding Bonds  
(Mission Bay South Redevelopment Project)

Estimated Debt Service Savings

As of October 16, 2015



## Estimated Savings

### (2015B Tax Allocation Refunding Bonds - Series 2009D)

Year	Prior Debt Service	Refunding Debt Service	Savings
8/1/2016	2,314,718.75	2,225,395.00	89,323.75
8/1/2017	3,742,975.00	3,549,900.00	193,075.00
8/1/2018	3,741,475.00	3,550,500.00	190,975.00
8/1/2019	3,745,287.50	3,554,100.00	191,187.50
8/1/2020	3,743,637.50	3,550,500.00	193,137.50
8/1/2021	3,743,537.50	3,549,900.00	193,637.50
8/1/2022	3,741,662.50	3,547,100.00	194,562.50
8/1/2023	3,745,412.50	3,552,100.00	193,312.50
8/1/2024	3,744,162.50	3,549,500.00	194,662.50
8/1/2025	3,746,362.50	3,553,250.00	193,112.50
8/1/2026	3,743,462.50	3,552,750.00	190,712.50
8/1/2027	3,743,525.00	3,553,000.00	190,525.00
8/1/2028	3,745,712.50	3,553,750.00	191,962.50
8/1/2029	3,741,337.50	3,549,750.00	191,587.50
8/1/2030	3,743,081.26	3,551,000.00	192,081.26
8/1/2031	3,744,706.26	3,552,000.00	192,706.26
8/1/2032	3,742,881.26	3,547,500.00	195,381.26
8/1/2033	3,744,481.26	3,552,500.00	191,981.26
8/1/2034	3,746,143.76	3,551,250.00	194,893.76
8/1/2035	3,742,206.26	3,548,750.00	193,456.26
8/1/2036	3,742,337.50	3,549,750.00	192,587.50
8/1/2037	3,745,543.76	3,553,750.00	191,793.76
8/1/2038	3,745,831.26	3,555,250.00	190,581.26
8/1/2039	3,742,537.50	3,549,000.00	193,537.50
<b>Total</b>	<b>\$88,423,018.83</b>	<b>\$83,902,245.00</b>	<b>\$4,520,773.83</b>



## Estimated Savings

### (2015B Tax Allocation Refunding Bonds - Series 2011D)

Year	Prior Debt Service	Refunding Debt Service	Savings
8/1/2016	1,629,040.63	1,587,873.75	41,166.88
8/1/2017	2,821,081.26	2,732,000.00	89,081.26
8/1/2018	2,817,831.26	2,727,200.00	90,631.26
8/1/2019	2,816,156.26	2,726,400.00	89,756.26
8/1/2020	2,815,556.26	2,724,400.00	91,156.26
8/1/2021	2,818,156.26	2,726,200.00	91,956.26
8/1/2022	2,820,093.76	2,731,600.00	88,493.76
8/1/2023	2,818,493.76	2,725,400.00	93,093.76
8/1/2024	2,818,181.26	2,728,000.00	90,181.26
8/1/2025	2,814,512.50	2,724,250.00	90,262.50
8/1/2026	2,816,481.26	2,723,250.00	93,231.26
8/1/2027	2,820,137.50	2,729,750.00	90,387.50
8/1/2028	2,815,150.00	2,723,250.00	91,900.00
8/1/2029	2,818,550.00	2,729,250.00	89,300.00
8/1/2030	2,817,400.00	2,727,000.00	90,400.00
8/1/2031	2,816,700.00	2,726,750.00	89,950.00
8/1/2032	2,821,100.00	2,728,250.00	92,850.00
8/1/2033	2,814,900.00	2,726,250.00	88,650.00
8/1/2034	2,813,450.00	2,720,750.00	92,700.00
8/1/2035	2,821,050.00	2,731,750.00	89,300.00
8/1/2036	2,821,650.00	2,728,250.00	93,400.00
8/1/2037	2,815,250.00	2,725,750.00	89,500.00
8/1/2038	2,816,850.00	2,724,000.00	92,850.00
8/1/2039	2,820,400.00	2,727,750.00	92,650.00
8/1/2040	6,560,200.00	6,471,500.00	88,700.00
8/1/2041	6,559,100.00	6,468,000.00	91,100.00
<b>Total</b>	<b>\$79,557,471.97</b>	<b>\$77,244,823.75</b>	<b>\$2,312,648.22</b>



## 2015 Series B Total Estimated Savings

Year	Prior Debt Service	Refunding Debt Service	Savings
8/1/2016	3,943,759.38	3,813,268.75	130,490.63
8/1/2017	6,564,056.26	6,281,900.00	282,156.26
8/1/2018	6,559,306.26	6,277,700.00	281,606.26
8/1/2019	6,561,443.76	6,280,500.00	280,943.76
8/1/2020	6,559,193.76	6,274,900.00	284,293.76
8/1/2021	6,561,693.76	6,276,100.00	285,593.76
8/1/2022	6,561,756.26	6,278,700.00	283,056.26
8/1/2023	6,563,906.26	6,277,500.00	286,406.26
8/1/2024	6,562,343.76	6,277,500.00	284,843.76
8/1/2025	6,560,875.00	6,277,500.00	283,375.00
8/1/2026	6,559,943.76	6,276,000.00	283,943.76
8/1/2027	6,563,662.50	6,282,750.00	280,912.50
8/1/2028	6,560,862.50	6,277,000.00	283,862.50
8/1/2029	6,559,887.50	6,279,000.00	280,887.50
8/1/2030	6,560,481.26	6,278,000.00	282,481.26
8/1/2031	6,561,406.26	6,278,750.00	282,656.26
8/1/2032	6,563,981.26	6,275,750.00	288,231.26
8/1/2033	6,559,381.26	6,278,750.00	280,631.26
8/1/2034	6,559,593.76	6,272,000.00	287,593.76
8/1/2035	6,563,256.26	6,280,500.00	282,756.26
8/1/2036	6,563,987.50	6,278,000.00	285,987.50
8/1/2037	6,560,793.76	6,279,500.00	281,293.76
8/1/2038	6,562,681.26	6,279,250.00	283,431.26
8/1/2039	6,562,937.50	6,276,750.00	286,187.50
8/1/2040	6,560,200.00	6,471,500.00	88,700.00
8/1/2041	6,559,100.00	6,468,000.00	91,100.00
Total	\$167,980,490.80	\$161,147,068.75	\$6,833,422.05



## Summary of Bonds Refunded

Maturity	Series 2009D Par Amount	Series 2011D Par Amount	Total Par Amount
8/1/2016	885,000	440,000	1,325,000
8/1/2017	930,000	465,000	1,395,000
8/1/2018	975,000	485,000	1,460,000
8/1/2019	1,030,000	510,000	1,540,000
8/1/2020	1,085,000	540,000	1,625,000
8/1/2021	1,150,000	575,000	1,725,000
8/1/2022	1,220,000	610,000	1,830,000
8/1/2023	1,300,000	645,000	1,945,000
8/1/2024	1,380,000	685,000	2,065,000
8/1/2025	1,465,000	725,000	2,190,000
8/1/2026	1,550,000	775,000	2,325,000
8/1/2027	1,645,000	830,000	2,475,000
8/1/2028	1,750,000	880,000	2,630,000
8/1/2029	1,855,000	945,000	2,800,000
8/1/2030	1,975,000	1,010,000	2,985,000
8/1/2031	2,105,000	1,080,000	3,185,000
8/1/2032	2,240,000	1,160,000	3,400,000
8/1/2033	2,390,000	1,235,000	3,625,000
8/1/2034	2,550,000	1,320,000	3,870,000
8/1/2035	2,715,000	1,420,000	4,135,000
8/1/2036	2,895,000	1,520,000	4,415,000
8/1/2037	3,090,000	1,620,000	4,710,000
8/1/2038	3,295,000	1,735,000	5,030,000
8/1/2039	3,510,000	1,860,000	5,370,000
8/1/2040		5,730,000	5,730,000
8/1/2041		6,130,000	6,130,000
<b>TOTAL</b>	<b>\$44,985,000</b>	<b>\$34,930,000</b>	<b>\$79,915,000</b>



## Estimated Sources and Uses of Funds by Series

Sources:	Refunding Bonds (Series 2009D)	Refunding Bonds (Series 2011D)	Total
<b>Bond Proceeds:</b>			
Par Amount	\$49,360,000.00	\$41,545,000.00	\$90,905,000.00
Plus: Original Issue Premium	3,927,746.60	2,999,713.05	6,927,459.65
	<u>53,287,746.60</u>	<u>44,544,713.05</u>	<u>97,832,459.65</u>
<b>Other Sources of Funds:</b>			
Prior Reserve Fund Balance	3,754,687.50	3,648,500.00	7,403,187.50
	<u>\$57,042,434.10</u>	<u>\$48,193,213.05</u>	<u>\$105,235,647.15</u>

Uses:	Refunding Bonds (Series 2009D)	Refunding Bonds (Series 2011D)	Total
<b>Refunding Escrow Deposits:</b>			
Cash Deposit	\$0.91	\$0.18	\$1.09
SLGS Purchases	53,170,057.00	44,136,344.00	97,306,401.00
	<u>53,170,057.91</u>	<u>44,136,344.18</u>	<u>97,306,402.09</u>
<b>Other Fund Deposits:</b>			
Debt Service Reserve Fund	\$3,555,250.00	\$3,790,226.88	\$7,345,476.88
<b>Delivery Date Expenses:</b>			
Cost of Issuance	108,596.89	91,403.11	200,000.00
Underwriter's Discount	206,324.80	173,658.10	379,982.90
	<u>314,921.69</u>	<u>265,061.21</u>	<u>579,982.90</u>
Contingency (Rounding)	2,204.50	1,580.78	3,785.28
	<u>\$57,042,434.10</u>	<u>\$48,193,213.05</u>	<u>\$105,235,647.15</u>

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**FIRST SUPPLEMENTAL INDENTURE OF TRUST**

**Dated as of \_\_\_\_\_ 1, 2016**

**by and between the**

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY  
OF THE  
CITY AND COUNTY OF SAN FRANCISCO**

**and**

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

**Relating to**

**\$ \_\_\_\_\_  
Successor Agency to the Redevelopment Agency of the  
City and County of San Francisco  
2016 Series B Tax Allocation Bonds  
(Mission Bay South Redevelopment Project)**

**\$ \_\_\_\_\_  
Successor Agency to the Redevelopment Agency of the  
City and County of San Francisco  
2016 Series C Tax Allocation Refunding Bonds  
(Mission Bay South Redevelopment Project)**

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## FIRST SUPPLEMENTAL INDENTURE OF TRUST

This First Supplemental Indenture of Trust (this "First Supplement"), dated as of \_\_\_\_\_1, 2016, is by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public entity duly existing under the laws of the State of California (the "Successor Agency"), as successor to the Redevelopment Agency of the City and County of San Francisco (the "Former Agency"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee under the hereinafter defined 2014 Indenture (the "Trustee");

### WITNESSETH:

**WHEREAS**, this First Supplement is supplemental to the Indenture of Trust, dated as of March 1, 2014 (the "2014 Indenture" and, together with this First Supplement and as it may be further supplemented and amended, the "Indenture"), between the Successor Agency and the Trustee;

**WHEREAS**, prior to its dissolution (as described below), the Former Agency was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State (as amended, the "Law"), including the power to issue bonds and incur debt for any of its corporate purposes;

**WHEREAS**, a Redevelopment Plan (as defined herein) for a redevelopment project (the "Redevelopment Project") of the Former Agency known and designated as the "Mission Bay South Redevelopment Project" was adopted and subsequently amended in compliance with all requirements of the Law, and all requirements of law for and precedent to the adoption and approval of the Redevelopment Plan, as amended, have been duly complied with;

**WHEREAS**, in order to finance redevelopment activities within or of benefit to the Redevelopment Project, the Former Agency entered into the following loan agreements (collectively, the "Existing Loan Agreements"), and pledged Tax Revenues (as defined in the Existing Loan Agreements) to the repayment of the loans (the "Existing Loans") made to the Former Agency under the Existing Loan Agreements:

- (i) Loan Agreement dated as of September 1, 2009 among the Former Agency, U.S. Bank National Association, as trustee, and the City and County of San Francisco Redevelopment Financing Authority (the "Authority"); and
- (ii) Loan Agreement dated as of March 1, 2011 among the Former Agency, U.S. Bank National Association, as trustee, and the Authority;

**WHEREAS**, by implementation of California Assembly Bill X1 26, which amended provisions of the Law, and the California Supreme Court's decision in California Redevelopment Association v. Matosantos, the Former Agency was dissolved on February 1, 2012 in accordance with California Assembly Bill X1 26 approved by the Governor of the State of California on June 28, 2011 (as amended, the "Dissolution Act"), and on February 1, 2012, the Successor Agency, in accordance with and pursuant to the Dissolution Act, assumed the duties and obligations of the Former Agency as provided in the Dissolution Act, including, without

limitation, the obligations of the Former Agency under the Existing Loan Agreements and the related documents to which the Former Agency was a party;

**WHEREAS**, in order to provide additional moneys to finance and refinance redevelopment activities for the Redevelopment Project, pursuant to and in accordance with the terms of the Mission Bay South Owner Participation Agreement, dated as of November 16, 1998 (the "MBS OPA"), between the Former Agency, as succeeded by the Successor Agency, and Catellus Development Corporation, a Delaware corporation, as succeeded by FOCIL-MB, LLC, a Delaware limited liability company, the Successor Agency issued its 2014 Series A Tax Allocation Bonds (Mission Bay South Redevelopment Project) (the "2014 Series A Bonds") in the original principal amount of \$56,245,000;

**WHEREAS**, the 2014 Series A Bonds were issued pursuant to and in accordance with the provisions of Section 34177.5(a)(4) of the California Health and Safety Code and the Law;

[**WHEREAS**, the 2014 Series A Bonds were issued on a parity with the Existing Loans;]

**WHEREAS**, Section 3.05 of the 2014 Indenture [and Section 2.07 of the Existing Loan Agreements] permits the issuance of Parity Debt (within the meaning of the 2014 Indenture[ and the Existing Loan Agreements]) payable from Tax Revenues on a parity with the 2014 Bonds[ and the Existing Loans], subject to certain terms and conditions;

**WHEREAS**, in order to provide additional moneys to finance and refinance redevelopment activities for the Redevelopment Project, pursuant to and in accordance with the terms of the MBS OPA, the Successor Agency now desires to issue its 2016 Series B Tax Allocation Bonds (Mission Bay South Redevelopment Project) (the "2016 Series B Bonds") in an aggregate principal amount of \$\_\_\_\_\_;

**WHEREAS**, the 2016 Series B Bonds will be issued pursuant to and in accordance with the provisions of Section 34177.5(a)(4) of the California Health and Safety Code and the Law;

**WHEREAS**, Section 34177.5(a)(1) of the California Health and Safety Code authorizes the Successor Agency to undertake proceedings for the refunding of outstanding bonds and other obligations of the Former Agency, subject to the conditions precedent contained in said Section 34177.5; and

**WHEREAS**, said Section 34177.5 also authorizes the Successor Agency to issue bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Refunding Law") for the purpose of achieving debt service savings within the parameters set forth in said Section 34177.5; and

**WHEREAS**, for the purpose of providing funds to refund the Existing Loans and the Prior Bonds (as defined herein) [in full], the Successor Agency also desires to issue its 2016 Series C Tax Allocation Refunding Bonds (Mission Bay South Redevelopment Project) (the "2016 Series C Bonds" and, together with the 2016 Series B Bonds, the "2016 Bonds") in an aggregate principal amount of \$\_\_\_\_\_; and

**WHEREAS**, the 2016 Series C Bonds will be issued pursuant to and in accordance with the provisions of Section 34177.5(a)(1) of the California Health and Safety Code, the Law and the Refunding Law;

**WHEREAS**, debt service on the 2016 Bonds will be payable on a parity basis with the debt service on the 2014 Bonds[ and that portion of the Existing Loans that remain outstanding after the issuance of the 2016 Series C Bonds]; and

**WHEREAS**, the Successor Agency has certified that all acts and proceedings required by law necessary to make the 2016 Bonds, when executed by the Successor Agency, authenticated and delivered by the Trustee, and duly issued, the valid, binding and legal special obligations of the Successor Agency, and to constitute this First Supplement a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this First Supplement have been in all respects duly authorized.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements herein contained, the parties hereto do hereby agree as follows:

## ARTICLE X

### ADDITIONAL DEFINITIONS RELATING TO THE 2016 BONDS

**Section 10.01. Definitions.** Unless the context otherwise requires, the terms defined in this Section 10.01 shall, for all purposes of this First Supplement, have the respective meanings specified in this Section 10.01. All terms defined in Section 1.02 of the 2014 Indenture and not otherwise defined in this Section 10.01 shall, when used in this First Supplement, have the respective meanings given to such terms in Section 1.02 of the 2014 Indenture.

**"Bond Year"** means, with respect to the 2016 Bonds, the one-year period beginning on August 2 in any year and ending on the next succeeding August 1, provided that the first Bond Year with respect to the 2016 Bonds shall begin on the closing date with respect to the 2016 Bonds and end on August 1, 2016.

**"Bonds"** means the 2014 Series A Bonds, the 2016 Series B Bonds, the 2016 Series C Bonds and any Parity Debt issued as bonds pursuant to a Supplemental Indenture.

**"Closing Date"** means, with respect to the 2016 Bonds, the date on which the 2016 Bonds are delivered to the original purchasers thereof, being \_\_\_\_\_, 2016.

**"Continuing Disclosure Certificate"** means, with respect to the 2016 Bonds, that certain Continuing Disclosure Certificate relating to the 2016 Bonds executed by the Successor Agency and dated the date of issuance and delivery of the 2016 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

**"Escrow Trustee"** means U.S. Bank National Association, as escrow trustee under the Redemption Agreement - 2009D Bonds and the Redemption Agreement - 2011D Bonds.

**"Existing Loan Agreements"** means, collectively, (i) the Loan Agreement dated as of September 1, 2009 among the Former Agency, U.S. Bank National Association, as trustee, and the City and County of San Francisco Redevelopment Financing Authority (the "Authority"); and (ii) the Loan Agreement dated as of March 1, 2011 among the Former Agency, U.S. Bank National Association, as trustee, and the Authority.

**"Existing Loans"** means the loans made pursuant to the Existing Loan Agreements.

**"First Supplement"** means this First Supplemental Indenture of Trust dated as of \_\_\_\_\_ 1, 2016, between the Successor Agency and the Trustee.

**"Indenture"** means the 2014 Indenture, as supplemented and amended by this First Supplement, and as they may be further supplemented or amended by any Supplemental Indenture entered into pursuant to the provisions thereof.

**"Original Purchaser"** means, collectively, \_\_\_\_\_, as the original purchasers of the 2016 Bonds.

**"Prior Bonds"** means, collectively, the \$49,810,000 initial principal amount of City and County of San Francisco Redevelopment Financing Authority 2009 Series D Tax Allocation Revenue Bonds (Mission Bay South Redevelopment Project) and the \$36,485,000 initial

principal amount of City and County of San Francisco Redevelopment Financing Authority 2011 Series D Tax Allocation Revenue Bonds (Mission Bay South Redevelopment Project)

**"Redemption Agreement - 2009D Bonds"** means the Agreement Regarding the Redemption, Defeasance and Payment of 2009 Series D Bonds and 2009 Series D Loan Agreement dated as of \_\_\_\_\_ 1, 2016, among the Authority, the Successor Agency and the Escrow Trustee.

**"Redemption Agreement - 2011D Bonds"** means the Agreement Regarding the Redemption, Defeasance and Payment of 2011 Series D Bonds and 2011 Series D Loan Agreement dated as of \_\_\_\_\_ 1, 2016, among the Authority, the Successor Agency and the Escrow Trustee.

**"Redevelopment Property Tax Trust Fund"** means the fund by that name established pursuant to California Health and Safety Code Sections 34170.5(a) and 34172(c) and administered by the County auditor-controller.

**"Refunding Law"** means to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code.

**"Resolution"** means the resolution adopted by the Successor Agency on \_\_\_\_\_, 2016 approving the issuance of the 2016 Bonds.

**"2014 Indenture"** means the Indenture of Trust dated as of March 1, 2014, by and between the Successor Agency and U.S. Bank National Association, as trustee.

**"2014 Reserve Subaccount"** means the subaccount by that name established within the Reserve Account pursuant to Section 12.05.

**["2016 Bond Insurance Policy"** means the [Municipal Bond Insurance Policy] relating to the 2016 Bonds issued by the 2016 Insurer.]

**"2016 Costs of Issuance Fund"** means the fund by that name established and held by the Trustee pursuant to Section 12.02.

**["2016 Insurer"** means \_\_\_\_\_, or any successor thereto or assignee thereof.]

**["2016 Reserve Insurance Policy"** means the [Municipal Bond Debt Service Reserve Insurance Policy] relating to the 2016 Bonds issued by the 2016 Insurer. The 2016 Reserve Insurance Policy shall constitute a Qualified Reserve Account Credit Instrument as such term is defined and used in this Indenture.]

**"2016 Reserve Subaccount"** means the subaccount by that name established within the Reserve Account pursuant to Section [12.05].

**"2016 Bonds"** means, collectively, the 2016 Series B Bonds and the 2016 Series C Bonds.

**"2016 Series B Bonds"** means the \$\_\_\_\_\_ aggregate principal amount of Successor Agency to the Redevelopment Agency of the City and County of San Francisco 2016 Series B Tax Allocation Bonds (Mission Bay South Redevelopment Project).

**"2016 Series B Capitalized Interest Account"** means the account by that name within the 2016 Series B Project Fund established and held by the Trustee pursuant to Section [12.03].

**"2016 Series B Project Fund"** means the fund by that name established pursuant to Section [12.03].

**"2016 Series B Term Bonds"** means the 2016 Series B Bonds maturing on August 1, 20\_\_.

**"2016 Series C Bonds"** means the \$\_\_\_\_\_ aggregate principal amount of Successor Agency to the Redevelopment Agency of the City and County of San Francisco 2016 Series C Tax Allocation Refunding Bonds (Mission Bay South Redevelopment Project).

**"2016 Series C Refunding Fund"** means the fund by that name established pursuant to Section [12.04].

**"2016 Series C Term Bonds"** means the 2016 Series C Bonds maturing on August 1, 20\_\_.

**ARTICLE XI**

**AUTHORIZATION OF 2016 BONDS**

**Section 11.01. Authorization of 2016 Bonds.** The 2016 Series B Bonds and the 2016 Series C Bonds have been authorized to be issued by the Successor Agency pursuant to the Resolution. The 2016 Series B Bonds are being issued as Parity Debt in the aggregate principal amount of \_\_\_\_\_ (\$\_\_\_\_\_), under and subject to the terms of the Indenture, the Resolution and the Law, for the purpose of providing funds to finance and refinance the Redevelopment Project. The 2016 Series C Bonds are being issued as Parity Debt in the aggregate principal amount of \_\_\_\_\_ (\$\_\_\_\_\_), under and subject to the terms of the Indenture, the Resolution, the Law, and the Refunding Law, for the purpose of providing funds to refund the Existing Loans. The Indenture, including this First Supplement, constitutes a continuing agreement with the Owners of all of the 2016 Bonds issued hereunder and at any time Outstanding to secure the full and final payment of principal of and premium, if any, and interest on all 2016 Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The 2016 Series B Bonds shall be designated the "Successor Agency to the Redevelopment Agency of the City and County of San Francisco 2016 Series B Tax Allocation Bonds (Mission Bay South Redevelopment Project)". The 2016 Series C Bonds shall be designated the "Successor Agency to the Redevelopment Agency of the City and County of San Francisco 2016 Series C Tax Allocation Refunding Bonds (Mission Bay South Redevelopment Project)".

**Section 11.02. Terms of 2016 Bonds.** The 2016 Bonds shall be dated as of their Closing Date. The 2016 Bonds shall be issued in fully registered form without coupons in denominations of \$5,000, or any integral multiple thereof. The 2016 Bonds shall be issued in Book-Entry Form as provided in Section 2.11 of the 2014 Indenture.

The 2016 Series B Bonds shall mature on August 1 in each of the years and in the respective principal amounts, and shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months), payable on each Interest Payment Date commencing [February] 1, 2016, at the rates per annum, as set forth below.

Maturity Schedule for 2016 Series B Bonds

<u>Maturity</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
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The 2016 Series B Bonds maturing on August 1, 20\_\_ are hereby designated as 2016 Series B Term Bonds.

The 2016 Series C Bonds shall mature on August 1 in each of the years and in the respective principal amounts, and shall bear interest (calculated on the basis of a 360-day year

of twelve 30-day months), payable on each Interest Payment Date commencing [February] 1, 2016, at the rates per annum, as set forth below.

Maturity Schedule for 2016 Series C Bonds

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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The 2016 Series C Bonds maturing on August 1, 20\_\_ are hereby designated as 2016 Series C Term Bonds.

The 2016 Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) it is authenticated on or before [January 15, 2016], in which event it shall bear interest from its Closing Date; provided, however, that if, as of the date of authentication of any 2016 Bond, interest thereon is in default, such 2016 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the 2016 Bonds (including the final interest payment upon maturity or redemption) is payable when due by check or draft of the Trustee mailed on the applicable Interest Payment Date to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; provided that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of 2016 Series B Bonds or at least \$1,000,000 aggregate principal amount of 2016 Series C Bonds, which written request is on file with the Trustee as of any Record Date, interest on such 2016 Series B Bonds or 2016 Series C Bonds, as applicable, shall be paid on the succeeding Interest Payment Date to such account in the United States as shall be specified in such written request. The principal of the 2016 Bonds and any premium upon redemption, are payable in lawful money of the United States of America upon presentation and surrender thereof at the Office of the Trustee.

**Section 11.03. Redemption.** The 2016 Bonds shall be subject to redemption as provided in this Section 11.03.

(a) Optional Redemption. The 2016 Bonds maturing on and prior to August 1, 20\_\_ are not subject to optional redemption prior to maturity. The 2016 Bonds maturing on and after August 1, 20\_\_, are subject to redemption, at the option of the Successor Agency on any date on or after August 1, 20\_\_, as a whole or in part, by such maturities as shall be determined by the Successor Agency, and by lot within a maturity, from any available source of funds, at a redemption price equal to the principal amount of the 2016 Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

The Successor Agency shall be required to give the Trustee written notice of its intention to redeem 2016 Bonds under this subsection (a) and of the series and maturities selected for redemption at least forty-five (45) days prior to the date fixed for redemption (or such later date as shall be acceptable to the Trustee).

(b) Mandatory Sinking Fund Redemption. (i) The 2016 Series B Term Bonds maturing August 1, 20\_\_, shall be subject to mandatory redemption in part by lot on August 1, 20\_\_ and on August 1 in each year thereafter as set forth below, from Sinking Account payments made by the Successor Agency pursuant to Section 4.03(c) at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium, or in lieu thereof shall be purchased in whole or in part pursuant to the last paragraph of this subsection (b)(i), in the aggregate respective principal amounts and on the respective dates as set forth in the following table; *provided, however*, that if some but not all of the 2016 Series B Term Bonds have been redeemed pursuant to subsection (a) above, the total amount of all future applicable Sinking Account payments shall be reduced by the aggregate principal amount of such 2016 Series B Term Bonds so redeemed, to be allocated among the Sinking Account payments as are thereafter payable on a pro rata basis in integral multiples of \$5,000 as determined by the Successor Agency (notice of which determination shall be given by the Successor Agency to the Trustee).

2016 Series B Term Bonds Maturing August 1, 20\_\_

Sinking Account Redemption Date <u>(August 1)</u>	Principal Amount To Be <u>Redeemed or Purchased</u>
---------------------------------------------------------	--------------------------------------------------------

\* Maturity

In lieu of redemption of 2016 Series B Term Bonds pursuant to this subsection (b)(i), amounts on deposit as Sinking Account payments may also be used and withdrawn by the Trustee, at the written direction of the Successor Agency, at any time for the purchase of 2016 Series B Term Bonds otherwise required to be redeemed on the following August 1 at public or private sale as and when and at such prices (including brokerage and other charges and including accrued interest) as the Successor Agency may in its discretion determine. The par amount of any of the 2016 Series B Term Bonds so purchased by the Successor Agency and surrendered to the Trustee for cancellation in any twelve-month period ending on June 1 in any year shall be credited towards and shall reduce the par amount of the 2016 Series B Term Bonds otherwise required to be redeemed on the following August 1 pursuant to this subsection (b)(i).

(ii) The 2016 Series C Term Bonds maturing August 1, 20\_\_, shall be subject to mandatory redemption in part by lot on August 1, 20\_\_ and on August 1 in each year thereafter as set forth below, from Sinking Account payments made by the Successor Agency pursuant to Section 4.03(c) at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium, or in lieu thereof shall be purchased in whole or in part pursuant to the last paragraph of this subsection (b)(ii), in the aggregate respective principal amounts and on the respective dates as set forth in the following table; *provided, however*, that if some but not all of the 2016 Series C Term Bonds have been redeemed pursuant to subsection (a) above, the total amount of all future applicable Sinking Account payments shall be reduced by the aggregate principal amount of such 2016 Series C Term Bonds so redeemed, to be allocated among the Sinking Account payments as are thereafter payable on a pro rata basis in integral multiples of \$5,000 as determined by the Successor Agency (notice of which determination shall be given by the Successor Agency to the Trustee).

2016 Series C Term Bonds Maturing August 1, 20\_\_

Sinking Account Redemption Date <u>(August 1)</u>	Principal Amount To Be <u>Redeemed or Purchased</u>
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\* Maturity

In lieu of redemption of 2016 Series C Term Bonds pursuant to this subsection (b)(ii), amounts on deposit as Sinking Account payments may also be used and withdrawn by the Trustee, at the written direction of the Successor Agency, at any time for the purchase of 2016 Series C Term Bonds otherwise required to be redeemed on the following August 1 at public or private sale as and when and at such prices (including brokerage and other charges and including accrued interest) as the Successor Agency may in its discretion determine. The par amount of any of the 2016 Series C Term Bonds so purchased by the Successor Agency and surrendered to the Trustee for cancellation in any twelve-month period ending on June 1 in any year shall be credited towards and shall reduce the par amount of the 2016 Series C Term Bonds otherwise required to be redeemed on the following August 1 pursuant to this subsection (b)(ii).

(c) Redemption Procedures. Except as provided in this Section 11.03 to the contrary, Section 2.03(c) through (g) of the 2014 Indenture shall also apply to the redemption of the 2016 Bonds. Additionally, the references in Section 4.03(d) to "Section 2.03(a)" shall now be deemed to be references to "Sections 2.03(a) and 11.03(a)," as provided in Section 2.12 of the 2014 Indenture.

**Section 11.04. Form and Execution of 2016 Bonds, CUSIP Numbers.** The 2016 Series B Bonds, the form of Trustee's Certificate of Authentication, and the form of Assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by the Indenture.

The 2016 Series C Bonds, the form of Trustee's Certificate of Authentication, and the form of Assignment to appear thereon, shall be substantially in the respective forms set forth in

Exhibit B attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by the Indenture.

The 2016 Bonds shall be executed as provided in Section 2.05 of the 2014 Indenture, and shall be otherwise subject to Sections 2.05 through 2.11 of the 2014 Indenture, as provided in Section 2.12 of the 2014 Indenture.

## ARTICLE XII

### DEPOSIT AND APPLICATION OF PROCEEDS OF 2016 BONDS

**Section 12.01. Issuance of 2016 Bonds; Application of Proceeds of Sale.** (a) Upon the execution and delivery of this First Supplement, the Successor Agency shall execute and deliver the 2016 Series B Bonds in the aggregate principal amount of \$\_\_\_\_\_ and the 2016 Series C Bonds in the aggregate principal amount of \$\_\_\_\_\_ to the Trustee, and the Trustee shall authenticate and deliver the 2016 Series B Bonds and the 2016 Series C Bonds to the Original Purchaser upon receipt of a Request of the Successor Agency therefor.

(b) On the Closing Date with respect to the 2016 Series B Bonds, the net proceeds of sale of the 2016 Series B Bonds (being \$\_\_\_\_\_, constituting the principal amount of the 2016 Series B Bonds, less an underwriter's discount of \$\_\_\_\_\_ retained by the Original Purchaser, plus net original issue premium of \$\_\_\_\_\_, less \$\_\_\_\_\_ paid to the 2016 Insurer as a portion of the premium for the 2016 Bond Insurance Policy, and less \$\_\_\_\_\_ paid to the 2016 Series B Insurer as a portion of the premium for the 2016 Reserve Insurance Policy (both such premiums being paid on the Closing Date by the Original Purchaser on behalf of the Successor Agency), for a total net purchase price of \$\_\_\_\_\_) shall be paid to the Trustee and deposited by the Trustee as follows:

(i) [The Trustee shall deposit in the 2016 Subaccount of the Reserve Account the amount of \$\_\_\_\_\_.]

(ii) The Trustee shall deposit the amount of \$\_\_\_\_\_ in the 2016 Costs of Issuance Fund.

(iii) The Trustee shall deposit \$\_\_\_\_\_ in the 2016 Series B Capitalized Interest Account.

(iv) The Trustee shall deposit the amount of \$\_\_\_\_\_, being the remainder of the proceeds of the 2016 Series B Bonds, in the 2016 Series B Project Fund.

The Trustee may, at its discretion, establish a temporary fund or account in its books or records to facilitate such transfers.

(c) On the Closing Date with respect to the 2016 Series C Bonds, the net proceeds of sale of the 2016 Series C Bonds (being \$\_\_\_\_\_, constituting the principal amount of the 2016 Series C Bonds, less an underwriter's discount of \$\_\_\_\_\_ retained by the Original Purchaser, plus net original issue premium of \$\_\_\_\_\_, less \$\_\_\_\_\_ paid to the 2016 Insurer as a portion of the premium for the 2016 Bond Insurance Policy, and less \$\_\_\_\_\_ paid to the 2016 Insurer as a portion of the premium for the 2016 Reserve Insurance Policy (both such premiums being paid on the Closing Date by the Original Purchaser on behalf of the Successor Agency), for a total net purchase price of \$\_\_\_\_\_) shall be paid to the Trustee and deposited by the Trustee as follows:

(i) [The Trustee shall deposit in the 2016 Subaccount of the Reserve Account the amount of \$\_\_\_\_\_.]

(ii) The Trustee shall deposit the amount of \$\_\_\_\_\_ in the 2016 Costs of Issuance Fund.

(iii) The Trustee shall deposit the amount of \$\_\_\_\_\_, being the remainder of the proceeds of the 2016 Series C Bonds, in the 2016 Series C Refunding Fund.

The Trustee may, at its discretion, establish a temporary fund or account in its books or records to facilitate such transfers.

[(d) The Trustee will credit the 2016 Subaccount of the Reserve Account with the 2016 Reserve Insurance Policy.]

**Section 12.02. 2016 Costs of Issuance Fund.** There is hereby established a separate fund to be known as the "2016 Costs of Issuance Fund", which shall be held by the Trustee in trust. The moneys in the 2016 Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance with respect to the 2016 Bonds upon submission of a Written Request of the Successor Agency stating (a) the person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the 2016 Costs of Issuance Fund, and (e) that such amounts have not been the subject of a prior Written Request of the Successor Agency; in each case together with a statement or invoice for each amount requested thereunder. Each such Written Request of the Successor Agency shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On the earlier of the date which is six (6) months following the Closing Date, or the date of receipt by the Trustee of a Written Request of the Successor Agency, all amounts (if any) remaining in the 2016 Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and be transferred to the 2016 Series B Project Fund.

**Section 12.03. 2016 Series B Project Fund.** (a) There shall be established with respect to the Redevelopment Project a separate and segregated fund to be known as the "Mission Bay South Redevelopment Project 2016 Series B Project Fund (the "2016 Series B Project Fund"), together with a "2016 Series B Capitalized Interest Account" therein, which the Trustee shall hold in trust for the benefit of the Successor Agency. The moneys in the 2016 Series B Project Fund, including amounts on deposit in the 2016 Series B Capitalized Interest Account, shall be maintained separate and apart from other moneys of the Successor Agency. The moneys on deposit in the 2016 Series B Project Fund shall be used in the manner provided by the Law solely for the purpose of aiding in financing and refinancing the Redevelopment Project, including, without limitation, the payment of any unpaid Costs of Issuance. The Successor Agency covenants that no funds on deposit in the 2016 Series B Project Fund shall be applied for any purpose not authorized by the Law.

(b) The Trustee shall disburse amounts at any time on deposit in the 2016 Series B Project Fund, other than amounts on deposit in the 2016 Series B Capitalized Interest Account, upon receipt of a disbursement request of the Successor Agency substantially in the form attached hereto as Exhibit C. In no event shall the Trustee be responsible for the manner in which the Successor Agency applies the moneys disbursed to it by the Trustee in accordance with any such disbursement request. Such requisition shall be executed by the Executive Director or the Deputy Executive Director, Finance and Administration, of the Successor Agency or her or his designee.

[(c) On the fourth Business Day preceding February 1, 2016, the Trustee shall transfer from the 2016 Series B Capitalized Interest Account to the Interest Account the amount necessary to pay interest on the 2016 Series B Bonds coming due on February 1, 2016. If any

amounts remain on deposit in the 2016 Series B Capitalized Interest Account after February 1, 2016, the Trustee shall transfer such amounts to the Interest Account on the fourth Business Day preceding August 1, 2016 and apply such amount to the payment of interest on the 2016 Series B Bonds on August 1, 2016.]

**Section 12.04. 2016 Series C Refunding Fund.** There is hereby created the 2016 Series C Refunding Fund (the "2016 Series C Refunding Fund") held by the Trustee in trust for the benefit of the Successor Agency. The moneys in the 2016 Series C Refunding Fund shall be maintained separate and apart from other moneys of the Successor Agency, and shall be applied to refund and discharge the Existing Loan Agreements and the Prior Bonds.

On the Closing Date with respect to the 2016 Series C Bonds, the Trustee shall transfer \$\_\_\_\_\_ on deposit in the 2016 Series C Refunding Fund to the Escrow Trustee for deposit under the Redemption Agreement - 2009D Bonds and \$\_\_\_\_\_ on deposit in the 2016 Series C Refunding Fund to the Escrow Trustee for deposit under the Redemption Agreement - 2011D Bonds. Upon making such transfers, the 2016 Series C Refunding Fund shall be closed.

**Section 12.05. 2016 Subaccount of the Reserve Account.** Pursuant to Section 4.03(c) of the 2014 Indenture, the Trustee shall establish, maintain and hold in trust, a separate subaccount within the Reserve Account designated as the "2016 Reserve Subaccount." Amounts on deposit in the 2016 Reserve Subaccount shall be available to pay debt service on the 2014 Series A Bonds and the 2016 Bonds and, to the extent specified in a Supplemental Indenture, additional Parity Debt issued as Bonds.

Pursuant to Section 4.03(c) of the 2014 Indenture, the Trustee shall also establish, maintain and hold in trust, a separate subaccount within the Reserve Account designated as the "2014 Reserve Subaccount." Amounts currently deposit in the Reserve Account representing proceeds of the 2014 Series A Bonds and interest earnings thereon shall be deposited in the 2014 Reserve Subaccount and shall be available to pay debt service on the 2014 Series A Bonds and the 2016 Bonds and, to the extent specified in a Supplemental Indenture, additional Parity Debt issued as Bonds.

Pursuant to Section 4.03(c) of the 2014 Indenture, in the event of a draw on amounts on deposit in the 2014 Reserve Subaccount or the 2016 Reserve Subaccount to pay debt service on the Bonds, such draw shall be replenished from Tax Revenues on a proportionate basis with the draws on other subaccounts within the Reserve Account without regard to whether a particular subaccount contained cash or a Qualified Reserve Account Credit Instrument that was drawn upon.

## ARTICLE XIII

### MISCELLANEOUS; 2016 BOND INSURANCE PROVISIONS

**Section 13.01. Continuing Disclosure.** The Successor Agency hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Indenture, failure of the Successor Agency to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any Participating Underwriter or any owner or beneficial owner of the 2016 Bonds may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Successor Agency to comply with its obligations under this Section 13.01.

**Section 13.02. Covenants Relating to 2016 Bonds; Security for the 2016 Bonds.**

(a) All of the covenants set forth in Article V of the 2014 Indenture shall equally apply to the 2016 Bonds.

(b) The 2016 Bonds shall be equally secured with the 2014 Bonds by amounts on deposit in the Special Fund. When calculating the amount required to be deposited in the Special Fund, the Successor Agency shall include debt service on the 2014 Bonds and the 2016 Bonds.

**Section 13.03. Benefits Limited to Parties.** Nothing in this First Supplement, expressed or implied, is intended to give to any person other than the Successor Agency, the Trustee, the 2016 Insurer and the Owners of the Bonds, any right, remedy, claim under or by reason of this First Supplement. Any covenants, stipulations, promises or agreements in this First Supplement contained by and on behalf of the Successor Agency shall be for the sole and exclusive benefit of the Trustee, the 2016 Insurer and the Owners of the Bonds.

**Section 13.04. Effect of this First Supplement.** Except as in this First Supplement expressly provided or except to the extent inconsistent with any provision of this First Supplement, the 2016 Bonds shall be deemed to be Bonds under and within the meaning thereof as set forth in Section 1.02 of the 2014 Indenture.

**Section 13.05. Further Assurances.** The Successor Agency will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Indenture, and for the better assuring and confirming unto the Owners of the 2016 Bonds and the rights and benefits provided in the Indenture.

**Section 13.06. Claims Upon the 2016 Bond Insurance Policy.** [To come]

**Section 13.07. Provisions Relating to 2016 Reserve Insurance Policy.** [To come]

**Section 13.08. Rights of the 2016 Insurer.** The 2016 Insurer shall be an Insurer, as such term is defined in the 2014 Indenture, for all purposes of the Indenture.

[To come]

**Section 13.09. Execution in Counterparts.** This First Supplement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 13.10. Governing Law.** This First Supplement shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO has caused this First Supplemental Indenture of Trust to be signed in its name by its Deputy Executive Director, Finance and Administration, and U.S. BANK NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

**SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN FRANCISCO**

By: \_\_\_\_\_  
Deputy Executive Director,  
Finance and Administration

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

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

**EXHIBIT A**

**FORM OF 2016 Series B BOND**

No. \_\_\_\_\_

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA**

**SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN FRANCISCO  
2016 SERIES B TAX ALLOCATION BONDS  
(MISSION BAY SOUTH REDEVELOPMENT PROJECT)**

INTEREST RATE:

MATURITY DATE:

August 1, \_\_\_\_\_

DATED DATE:

[Closing Date]

CUSIP:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: DOLLARS

The SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California (the "Agency"), for value received hereby promises to pay to the Registered Owner stated above, or registered assigns (the "Registered Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond, unless (i) this Bond is authenticated on or before an Interest Payment Date and after the close of business on the fifteenth (15th) day of the month immediately preceding an Interest Payment Date (the "Record Date"), in which event it shall bear interest from such Interest Payment Date, or (ii) this Bond is authenticated on or before [January 15, 2016], in which event it shall bear interest from the Dated Date above; provided however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on this Bond, until payment of such Principal Sum in full, at the Interest Rate per annum stated above, payable semiannually on February 1 and August 1 in each year, commencing [February 1, 2016] (each an "Interest Payment Date"), calculated on the basis of 360-day year comprised of twelve 30-day months. Principal hereof and premium, if any, upon early redemption hereof are payable upon surrender of this Bond at the corporate trust office of U.S. Bank National Association in St. Paul, Minnesota, as trustee (the "Trustee"), or at such other place designated by the Trustee (the "Principal Corporate Trust Office"). Interest hereon (including the final

interest payment upon maturity or earlier redemption) is payable by check of the Trustee mailed by first class mail, postage prepaid, on the Interest Payment Date to the Registered Owner hereof at the Registered Owner's address as it appears on the registration books maintained by the Trustee as of the Record Date for such Interest Payment Date; provided however, that payment of interest may be by wire transfer to an account in the United States of America to any registered owner of Bonds in the aggregate principal amount of \$1,000,000 or more upon written instructions of any such registered owner filed with the Trustee for that purpose prior to the Record Date preceding the applicable Interest Payment Date.

This Bond is one of a duly authorized issue of bonds of the Successor Agency designated as "Successor Agency to the Redevelopment Agency of the City and County of San Francisco 2016 Series B Tax Allocation Bonds (Mission Bay South Redevelopment Project)" (the "Bonds"), of an aggregate principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), all of like tenor and date (except for such variation, if any, as may be required to designate varying series, numbers, maturities, interest rates, or redemption and other provisions) and all issued pursuant to the provisions of the Section 34177.5 of the California Health and Safety Code and the Community Redevelopment Law, being Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code of the State of California (the "Law"), and pursuant to an Indenture of Trust, dated as of March 1, 2014, entered into by and between the Successor Agency and the Trustee, as supplemented and amended by a First Supplemental Indenture of Trust dated as of \_\_\_\_\_ 1, 2016 (collectively, the "Indenture"), providing for the issuance of the Bonds. The Bonds are being issued in the form of registered Bonds without coupons. Additional bonds, or other obligations have been and may be issued on a parity with the Bonds, but only subject to the terms of the Indenture. Reference is hereby made to the Indenture (copies of which are on file at the office of the Successor Agency) and all indentures supplemental thereto and to the Law for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Tax Revenues (as that term is defined in the Indenture), and the rights thereunder of the registered owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Successor Agency thereunder, to all of the provisions of which Indenture the Registered Owner of this Bond, by acceptance hereof, assents and agrees. Capitalized terms not otherwise defined herein shall have the meanings given them in the Indenture.

The Bonds have been issued by the Successor Agency for the purpose of providing funds to finance and refinance certain redevelopment activities with respect to its Mission Bay South Redevelopment Project (the "Project Area"), and to pay certain expenses of the Successor Agency in issuing the Bonds.

The Bonds are special obligations of the Successor Agency and this Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Indenture), are payable from, and are secured by a pledge of, security interest in and lien on the Tax Revenues derived by the Successor Agency from the Project Area.

There has been created and will be maintained by the Successor Agency, the Special Fund (as defined in the Indenture) into which Tax Revenues shall be deposited and from which the Successor Agency shall transfer amounts to the Trustee for payment, when due, of the principal of and the interest and redemption premium, if any, on the Bonds and any additional Parity Debt as defined in the Indenture. As and to the extent set forth in the Indenture, all such Tax Revenues and the moneys in the Special Fund (as such terms are defined in the Indenture) are exclusively and irrevocably pledged to and constitute a trust fund, in accordance with the

terms hereof and the provisions of the Indenture and the Law, for the security and payment or redemption of, including any premium upon early redemption, and for the security and payment of interest on, the Bonds, the Existing Loans (as defined in the Indenture) and any additional Parity Debt (as defined in the Indenture). In addition, the Bonds shall be additionally secured at all times by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Debt Service Fund, the Interest Account, the Principal Account, the Reserve Account and the Redemption Account (as such terms are defined in the Indenture). Except for the Tax Revenues and such moneys, no funds or properties of the Successor Agency shall be pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium, if any, on the Bonds.

The Bonds maturing on or prior to August 1, 20\_\_, are not subject to optional redemption. The Bonds maturing on or after August 1, 20\_\_, are subject to optional redemption prior to their respective maturity dates as a whole, or in part by lot, on any date on or after August 1, 20\_\_, by such maturity or maturities as shall be directed by the Successor Agency (or in absence of such direction, pro rata by maturity and by lot within a maturity), from any source of available funds. Such optional redemption shall be at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued but unpaid interest to the date fixed for redemption, without premium.

The Bonds maturing on August 1, 20\_\_ (the "Term Bonds") shall also be subject to mandatory redemption in whole, or in part by lot, on August 1 in each year, commencing August 1, 20\_\_, as set forth below, from sinking fund payments made by the Successor Agency to the Principal Account at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on August 1 in the respective years as set forth in the following table; provided however, that (x) in lieu of redemption thereof the Term Bonds may be purchased by the Successor Agency pursuant to the Indenture, and (y) if some but not all of the Term Bonds have been redeemed pursuant to optional redemption, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of the Term Bonds so redeemed, to be allocated among such sinking fund payments in integral multiples of \$5,000 as determined by the Successor Agency (notice of which determination shall be given by the Successor Agency to the Trustee).

Term Bonds of 20\_\_

**August 1**

**Principal Amount**

As provided in the Indenture, notice of redemption shall be given by first class mail no less than thirty (30) nor more than sixty (60) days prior to the redemption date to the Registered Owners of any Bonds designated for redemption at their addresses appearing on the Bond

registration books maintained by the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption.

The Successor Agency shall have the right to rescind any optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be canceled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Successor Agency and the Trustee shall have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner and to the same recipients as the original notice of redemption was sent.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Registered Owner hereof, in person or by its attorney duly authorized in writing, at the Principal Corporate Trust Office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new fully registered Bond or Bonds, of any authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. The Trustee may refuse to transfer or exchange (a) any Bond during the fifteen (15) days prior to the date established for the selection of Bonds for redemption, or (b) any Bond selected for redemption.

The Successor Agency and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Successor Agency and the Trustee shall not be affected by any notice to the contrary.

The rights and obligations of the Successor Agency and the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest or redemption premiums (if any) at the time and place and at the rate and in the currency provided herein of any Bond without the express written consent of the registered owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Successor Agency or the Trustee for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

This Bond is not a debt, liability or obligation of the City of and County of San Francisco, the State of California, or any of its political subdivisions, and neither said City and County, said State, nor any of its political subdivisions is liable hereon, nor in any event shall this Bond be payable out of any funds or properties other than those pledged by the Successor Agency. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the Law and the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the Successor Agency, does not exceed any limit prescribed by the Law or all other laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Successor Agency to the Redevelopment Agency of the City and County of San Francisco has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its Deputy Executive Director, Finance and Administration and attested by the facsimile signature of its Secretary, all as of the Dated Date set forth above.

SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_  
Deputy Executive Director, Finance  
and Administration

ATTEST:

\_\_\_\_\_  
Secretary

**TRUSTEE'S CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds described in the within-mentioned Indenture.

Authentication Date: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee

By: \_\_\_\_\_  
Authorized Signatory

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or Tax Regulations:

TEN COM --	as tenants in common	UNIF GIFT MIN ACT _____Custodian _____
TEN ENT --	as tenants by the entireties	(Cust.) (Minor)
JT TEN --	as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act _____ (State)
COMM PROP --	as community property	

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED  
THOUGH NOT IN THE LIST ABOVE

**(FORM OF ASSIGNMENT)**

For value received the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, Address and Tax Identification or Social Security Number of Assignee)  
the within-registered Bond and hereby irrevocably constitute(s) and appoints(s)

\_\_\_\_\_ attorney,  
to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signatures Guaranteed:

Note: \_\_\_\_\_  
Signature(s) must be guaranteed by an eligible guarantor.

Note: \_\_\_\_\_  
The signatures(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

## **STATEMENT OF INSURANCE**

[To come]

**EXHIBIT B**

**FORM OF 2016 Series C BOND**

No. \_\_\_\_\_

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA**

**SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN FRANCISCO  
2016 SERIES C TAX ALLOCATION REFUNDING BONDS  
(MISSION BAY SOUTH REDEVELOPMENT PROJECT)**

INTEREST RATE:

MATURITY DATE:

August 1, \_\_\_\_\_

DATED DATE:

[Closing Date]

CUSIP:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: DOLLARS

The SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California (the "Agency"), for value received hereby promises to pay to the Registered Owner stated above, or registered assigns (the "Registered Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond, unless (i) this Bond is authenticated on or before an Interest Payment Date and after the close of business on the fifteenth (15th) day of the month immediately preceding an Interest Payment Date (the "Record Date"), in which event it shall bear interest from such Interest Payment Date, or (ii) this Bond is authenticated on or before [January 15, 2016], in which event it shall bear interest from the Dated Date above; provided however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on this Bond, until payment of such Principal Sum in full, at the Interest Rate per annum stated above, payable semiannually on February 1 and August 1 in each year, commencing [February 1, 2016] (each an "Interest Payment Date"), calculated on the basis of 360-day year comprised of twelve 30-day months. Principal hereof and premium, if any, upon early redemption hereof are payable upon surrender of this Bond at the corporate trust office of U.S. Bank National Association in St. Paul, Minnesota, as trustee (the "Trustee"), or at such other place designated by the Trustee (the "Principal Corporate Trust Office"). Interest hereon (including the final

interest payment upon maturity or earlier redemption) is payable by check of the Trustee mailed by first class mail, postage prepaid, on the Interest Payment Date to the Registered Owner hereof at the Registered Owner's address as it appears on the registration books maintained by the Trustee as of the Record Date for such Interest Payment Date; provided however, that payment of interest may be by wire transfer to an account in the United States of America to any registered owner of Bonds in the aggregate principal amount of \$1,000,000 or more upon written instructions of any such registered owner filed with the Trustee for that purpose prior to the Record Date preceding the applicable Interest Payment Date.

This Bond is one of a duly authorized issue of bonds of the Successor Agency designated as "Successor Agency to the Redevelopment Agency of the City and County of San Francisco 2016 Series C Tax Allocation Refunding Bonds (Mission Bay South Redevelopment Project)" (the "Bonds"), of an aggregate principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), all of like tenor and date (except for such variation, if any, as may be required to designate varying series, numbers, maturities, interest rates, or redemption and other provisions) and all issued pursuant to the provisions of the Section 34177.5 of the California Health and Safety Code and the Community Redevelopment Law, being Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code of the State of California (the "Law"), and Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Refunding Law"), and pursuant to an Indenture of Trust, dated as of March 1, 2014, entered into by and between the Successor Agency and the Trustee, as supplemented and amended by a First Supplemental Indenture of Trust dated as of \_\_\_\_\_ 1, 2016 (collectively, the "Indenture"), providing for the issuance of the Bonds. The Bonds are being issued in the form of registered Bonds without coupons. Additional bonds, or other obligations have been and may be issued on a parity with the Bonds, but only subject to the terms of the Indenture. Reference is hereby made to the Indenture (copies of which are on file at the office of the Successor Agency) and all indentures supplemental thereto and to the Law and the Refunding Law for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Tax Revenues (as that term is defined in the Indenture), and the rights thereunder of the registered owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Successor Agency thereunder, to all of the provisions of which Indenture the Registered Owner of this Bond, by acceptance hereof, assents and agrees. Capitalized terms not otherwise defined herein shall have the meanings given them in the Indenture.

The Bonds have been issued by the Successor Agency for the purpose of providing funds to refund certain obligations of the Successor Agency, thereby rerefinancing certain redevelopment activities with respect to its Mission Bay South Redevelopment Project (the "Project Area"), and to pay certain expenses of the Successor Agency in issuing the Bonds.

The Bonds are special obligations of the Successor Agency and this Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Indenture), are payable from, and are secured by a pledge of, security interest in and lien on the Tax Revenues derived by the Successor Agency from the Project Area.

There has been created and will be maintained by the Successor Agency, the Special Fund (as defined in the Indenture) into which Tax Revenues shall be deposited and from which the Successor Agency shall transfer amounts to the Trustee for payment, when due, of the principal of and the interest and redemption premium, if any, on the Bonds and any additional Parity Debt as defined in the Indenture. As and to the extent set forth in the Indenture, all such

Tax Revenues and the moneys in the Special Fund (as such terms are defined in the Indenture) are exclusively and irrevocably pledged to and constitute a trust fund, in accordance with the terms hereof and the provisions of the Indenture, the Law and the Refunding Law, for the security and payment or redemption of, including any premium upon early redemption, and for the security and payment of interest on, the Bonds, the Existing Loans (as defined in the Indenture) and any additional Parity Debt (as defined in the Indenture). In addition, the Bonds shall be additionally secured at all times by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Debt Service Fund, the Interest Account, the Principal Account, the Reserve Account and the Redemption Account (as such terms are defined in the Indenture). Except for the Tax Revenues and such moneys, no funds or properties of the Successor Agency shall be pledged to, or otherwise liable for, the payment of principal or interest or redemption premium, if any, on the Bonds.

The Bonds maturing on or prior to August 1, 20\_\_, are not subject to optional redemption. The Bonds maturing on or after August 1, 20\_\_, are subject to optional redemption prior to their respective maturity dates as a whole, or in part by lot, on any date on or after August 1, 20\_\_, by such maturity or maturities as shall be directed by the Successor Agency (or in absence of such direction, pro rata by maturity and by lot within a maturity), from any source of available funds. Such optional redemption shall be at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued but unpaid interest to the date fixed for redemption, without premium.

The Bonds maturing on August 1, 20\_\_ (the "Term Bonds") shall also be subject to mandatory redemption in whole, or in part by lot, on August 1 in each year, commencing August 1, 20\_\_, as set forth below, from sinking fund payments made by the Successor Agency to the Principal Account at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on August 1 in the respective years as set forth in the following table; provided however, that (x) in lieu of redemption thereof the Term Bonds may be purchased by the Successor Agency pursuant to the Indenture, and (y) if some but not all of the Term Bonds have been redeemed pursuant to optional redemption, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of the Term Bonds so redeemed, to be allocated among such sinking fund payments in integral multiples of \$5,000 as determined by the Successor Agency (notice of which determination shall be given by the Successor Agency to the Trustee).

Term Bonds of 20\_\_

**August 1**

**Principal Amount**

As provided in the Indenture, notice of redemption shall be given by first class mail no less than thirty (30) nor more than sixty (60) days prior to the redemption date to the Registered Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books maintained by the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption.

The Successor Agency shall have the right to rescind any optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be canceled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Successor Agency and the Trustee shall have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner and to the same recipients as the original notice of redemption was sent.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Registered Owner hereof, in person or by its attorney duly authorized in writing, at the Principal Corporate Trust Office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new fully registered Bond or Bonds, of any authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. The Trustee may refuse to transfer or exchange (a) any Bond during the fifteen (15) days prior to the date established for the selection of Bonds for redemption, or (b) any Bond selected for redemption.

The Successor Agency and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Successor Agency and the Trustee shall not be affected by any notice to the contrary.

The rights and obligations of the Successor Agency and the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest or redemption premiums (if any) at the time

and place and at the rate and in the currency provided herein of any Bond without the express written consent of the registered owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Successor Agency or the Trustee for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

This Bond is not a debt, liability or obligation of the City of and County of San Francisco, the State of California, or any of its political subdivisions, and neither said City and County, said State, nor any of its political subdivisions is liable hereon, nor in any event shall this Bond be payable out of any funds or properties other than those pledged by the Successor Agency. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the Law, the Refunding Law and by all other laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the Successor Agency, does not exceed any limit prescribed by the Law, the Refunding Law or all other laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Successor Agency to the Redevelopment Agency of the City and County of San Francisco has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its Deputy Executive Director, Finance and Administration and attested by the facsimile signature of its Secretary, all as of the Dated Date set forth above.

SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_  
Deputy Executive Director, Finance  
and Administration

ATTEST:

\_\_\_\_\_  
Secretary

**TRUSTEE'S CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds described in the within-mentioned Indenture.

Authentication Date: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee

By: \_\_\_\_\_  
Authorized Signatory

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or Tax Regulations:

TEN COM --	as tenants in common	UNIF GIFT MIN ACT _____Custodian _____
TEN ENT --	as tenants by the entireties	(Cust.) (Minor)
JT TEN --	as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act _____ (State)
COMM PROP --	as community property	

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED  
THOUGH NOT IN THE LIST ABOVE

**(FORM OF ASSIGNMENT)**

For value received the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
\_\_\_\_\_

(Name, Address and Tax Identification or Social Security Number of Assignee)  
the within-registered Bond and hereby irrevocably constitute(s) and appoints(s)

\_\_\_\_\_ attorney,  
to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signatures Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.

Note: The signatures(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

## **STATEMENT OF INSURANCE**

[To come]

**EXHIBIT C**

**FORM OF PROJECT FUND DISBURSEMENT REQUEST**

**DISBURSEMENT REQUEST NO.:** \_\_\_\_\_

U.S. Bank National Association  
Attn.: Global Corporate Trust Services  
One California Street, Suite 1000  
San Francisco, CA 94111  
Fax: 415-677-3768  
Attention: Global Corporate Trust Services

Re: \$\_\_\_\_\_ Successor Agency to the Redevelopment Agency  
of the City and County of San Francisco 2016 Series B Tax  
Allocation Bonds (Mission Bay South Redevelopment Project)

Ladies and Gentlemen:

In accordance with the terms of an Indenture of Trust, by and between you and the undersigned, dated as of March 1, 2014, as supplemented and amended by a first Supplemental Indenture of Trust dated as of \_\_\_\_\_ 1, 2016 (collectively, the "Indenture"), you are hereby authorized and requested to make immediate disbursement of funds held by you in the 2016 Series B Project Fund for costs of financing the Redevelopment Project (as defined in the Indenture) pursuant to Section 11.04 of the Indenture.

You are hereby requested to pay to the person(s), corporation(s) or other entity(ies) designated on Schedule A attached hereto as Payee(s), the sum set forth on said Schedule, in payment of all or a portion of the costs of the Redevelopment Project described on said Schedule.

Dated: \_\_\_\_\_, 2016

SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN FRANCISCO

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

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**AGREEMENT REGARDING  
THE REDEMPTION, DEFEASANCE AND PAYMENT OF  
2009 SERIES D BONDS AND 2009 SERIES D LOAN AGREEMENT**

**By and Among**

**CITY AND COUNTY OF SAN FRANCISCO REDEVELOPMENT FINANCING  
AUTHORITY**

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN FRANCISCO**

**and**

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

**Dated as \_\_\_\_\_ 1, 2016**

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SCHEDULE A - Escrowed Securities

APPENDIX A - Notice of Defeasance

**AGREEMENT REGARDING  
THE REDEMPTION, DEFEASANCE AND PAYMENT OF  
2009 SERIES D BONDS AND 2009 SERIES D LOAN AGREEMENT**

THIS AGREEMENT REGARDING THE REDEMPTION, DEFEASANCE AND PAYMENT OF 2009 SERIES D BONDS AND 2009 SERIES D LOAN AGREEMENT, dated as of \_\_\_\_\_ 1, 2016 (this "Agreement Regarding Redemption"), by and among the CITY AND COUNTY OF SAN FRANCISCO REDEVELOPMENT FINANCING AUTHORITY, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "Authority"), the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public entity existing under the laws of the State of California (the "Successor Agency"), as successor agency to the Redevelopment Agency of the City and County of San Francisco (the "Former Agency"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as escrow trustee (the "Escrow Trustee").

W I T N E S S E T H:

WHEREAS, the Successor Agency is, simultaneously with the execution of this Agreement Regarding Redemption, issuing \$\_\_\_\_\_ aggregate principal amount of its 2016 Series C Tax Allocation Refunding Bonds (Mission Bay South Redevelopment Project) (the "2016 Series C Bonds");

WHEREAS, the 2016 Series C Bonds are being issued, in part, for the purpose of providing moneys to refund [all/a portion of] of the 2009 Series D Bonds (as hereinafter defined) and provide for the prepayment of the amounts owed by the Successor Agency under the 2009 Series D Loan Agreement (as hereinafter defined);

WHEREAS, in order to accomplish the refunding of the 2009 Series D Bonds and the 2009 Series D Loan Agreement, the Successor Agency will deposit, or cause to be deposited, a portion of the proceeds of the 2016 Series C Bonds and certain other moneys of the Successor Agency with the Escrow Trustee in accordance with this Agreement Regarding Redemption; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

**SECTION 1. Definitions.** Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement Regarding Redemption shall have the respective meanings which such terms are given in Section 1.01 of the Indenture (hereinafter defined). In addition, the following terms defined in this Section 1 shall, for all purposes of this Agreement Regarding Redemption, have the respective meanings herein specified.

**"Eligible Securities"** shall have the meaning assigned to such term in Section 3 hereof.

**"Escrowed Securities"** shall have the meaning assigned to such term in Section 3 hereof.

**"Indenture"** means the Indenture of Trust, dated as of March 1, 2014, as supplemented by the First Supplemental Indenture of Trust dated as of \_\_\_\_\_ 1, 2016, both by and between the Successor Agency and U.S. Bank National Association, as trustee thereunder, pursuant to which the 2016 Series C Bonds were issued.

**"2009 Series D Bonds"** means the Authority's \$49,810,000 initial aggregate principal amount of 2009 Series D Tax Allocation Revenue Bonds (Mission Bay South Redevelopment Project).

**"2009 Series D Indenture"** means the Indenture of Trust dated as of September 1, 2009, between the Authority and U.S. Bank National Association, as trustee.

**"2009 Series D Loan Agreement"** means the Loan Agreement dated as of September 1, 2009, by and among the Former Agency, U.S. Bank National Association, as trustee, and the Authority relating to the merged Mission Bay South Redevelopment Project Area and entered into in connection with the 2009 Series D Bonds.

**SECTION 2. Creation of Escrow Fund.** There is hereby created and established with the Escrow Trustee a special and irrevocable escrow fund designated "2009 Series D Escrow Fund" (the "Escrow Fund") to be held in the custody of the Escrow Trustee in trust under this Agreement Regarding Redemption for the benefit of the beneficial owners of the 2009 Series D Bonds.

Moneys on deposit in the Escrow Fund shall be held in the custody of the Escrow Trustee solely for the benefit of the owners of the 2009 Series D Bonds. Except to the extent of any excess to be released as provided in Section 12 hereof, neither the Authority nor the Successor Agency shall have any interest in the funds held in the Escrow Fund. The moneys held hereunder shall be irrevocably pledged and set aside for the payment of the 2009 Series D Bonds and the 2009 Series D Loan Agreement as provided in Section 6 hereof.

**SECTION 3. Deposit to the Escrow Fund.** Concurrently with the execution and delivery of this Agreement Regarding Redemption, the Successor Agency shall deposit, or cause to be deposited, with the Escrow Trustee \$\_\_\_\_\_ to be derived from the proceeds of the 2016 Series C Bonds, and \$\_\_\_\_\_ to be derived from funds held under reserve accounts established under the 2009 Series D Loan Agreement, for a total deposit of \$\_\_\_\_\_, which amounts the Successor Agency hereby instructs the Escrow Trustee to hold and use as provided in this Agreement Regarding Redemption.

The Escrow Trustee shall, on \_\_\_\_\_, 2016, use \$\_\_\_\_\_ of such amounts to purchase the securities listed on Schedule A attached hereto and made a part hereof (the "Escrowed Securities") (which security the Successor Agency represents are Eligible Securities as hereinafter defined) maturing on the dates and in the amounts necessary to make the transfers described in Section 6 hereof. The remaining \$\_\_\_\_\_ shall be held uninvested in cash.

For purposes of this Agreement Regarding Redemption, the term "Eligible Securities" means direct non-callable obligations of the United States government, United State Treasury STRIPS, and direct non-callable, non-prepayable obligations for which the full and timely payment of principal and interest is unconditionally guaranteed by the United States Government, including interest strips of the Resolution Funding Corporation for which

separation of principal and interest is made by a Federal Reserve Bank in book-entry form, but excluding unit investment trusts in money market mutual funds.

**SECTION 4. Investment of Escrow Fund.** The Escrow Trustee will purchase the Escrowed Securities in the name of the Escrow Trustee as provided in Section 3 above and will hold such Escrowed Securities, and any earnings received thereon and any reinvestment thereof in the Escrow Fund and disburse such amounts as provided herein. The Escrow Trustee shall collect amounts due and shall sell or otherwise liquidate investments in the Escrow Fund as needed to make the payments and transfers required by this Agreement Regarding Redemption and may sell, liquidate or otherwise dispose of the Escrowed Securities in accordance with Section 8 hereof and may substitute, upon the written direction of the Successor Agency, Eligible Securities subject to the terms and limitations of Section 8 hereof but otherwise shall have no power or duty to sell, transfer or otherwise dispose of the Escrowed Securities.

**SECTION 5. Creation of Lien on Escrow Fund.** The Escrow Fund created hereby shall be irrevocable, and the Escrow Trustee is hereby appointed to act for the benefit of the owners of the 2009 Series D Bonds, which are hereby granted an express lien on the Escrow Fund, and all moneys from time to time held therein, for the payment of amounts described in Section 6 below. The Escrow Trustee shall hold the moneys on deposit in the Escrow Fund separate and apart from, and not commingled with, any other moneys or investments.

**SECTION 6. Use of Escrow Fund.** The Escrow Trustee shall use the maturing Escrowed Securities, the interest earnings thereon, and amounts deposited in cash in the Escrow Fund to pay the principal and interest on the 2009 Series D Bonds to and including August 1, 2019, and the redemption price of the 2009 Series D Bonds maturing on and after August 1, 2020, on August 1, 2019. All amounts remaining in the Escrow Fund after the payment of all such debt service shall be transferred to or upon the direction of the Successor Agency and used to pay debt service on the 2016 Series C Bonds.

As a result of the deposit into and use of the Escrow Fund as described herein, all payment obligations of the Successor Agency under the 2009 Series D Loan Agreement have been discharged in full.

**SECTION 7. Notice of Redemption.** Not less than 30 days prior to August 1, 2019, the Escrow Trustee will mail to the owners of the 2009 Series D Bonds a notice of redemption as required by the 2009 Series D Indenture.

**SECTION 8. Reinvestment; Substitution; Liquidation.** Interest income and other amounts received by the Escrow Trustee as payments on the Escrowed Securities shall be held as part of the Escrow Fund to be used for the purposes set forth in Section 6 of this Agreement Regarding Redemption and shall be invested by the Escrow Trustee in Eligible Securities but only at the written direction of the Authority and the Successor Agency, provided that (i) such amounts may only be invested in Eligible Securities and (ii) such investments shall have maturities which do not extend beyond the date on which the moneys so invested will be needed to make the transfers required by Section 6 of this Agreement Regarding Redemption.

If the Successor Agency and the Authority, at any time, deliver to the Escrow Trustee written instructions instructing the Escrow Trustee to liquidate, sell or otherwise dispose of any or all securities or investments in the Escrow Fund, purchase or otherwise acquire Eligible

Securities, and/or to release any moneys or securities therein to the Successor Agency, and further delivers to the Escrow Trustee, each of the following:

(a) a revised Schedule A (together with a certification by the Successor Agency that the securities or investments described therein are Eligible Securities);

(b) a report of a nationally recognized firm of independent certified public accountants verifying that the securities or investments described on such Schedule A will provide moneys (excluding reinvestment earnings), available in both time and amount, to enable timely payment of all amounts required in accordance with Section 6; and

(c) an opinion of nationally recognized bond counsel to the effect that the liquidation, sale or other disposition of securities or investments in the Escrow Fund, the purchase or other acquisition of securities or investments and the deposit thereof in the Escrow Fund, or the release of amounts from the Escrow Fund as described in this Section 8 will not adversely affect the exclusion of interest on any of the 2009 Series D Bonds or the 2016 Series C Bonds from federal income taxation or result in loss of the exemption of interest on any of the 2009 Series D Bonds or the 2016 Series C Bonds from State of California personal income taxes;

then the Escrow Trustee shall liquidate, sell or otherwise dispose of the securities in the Escrow Fund, shall purchase (or retain) the securities or investments described in such revised Schedule A and transfer to the Successor Agency, free and clear of the lien of this Agreement Regarding Redemption, any and all amounts in the Escrow Fund not required for the purchase of the investments described on such revised Schedule A, all in accordance with such instructions from the Successor Agency referred to above.

**SECTION 9. Liability of Escrow Trustee.** The Successor Agency hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to the extent permitted by law to indemnify, protect, save and keep harmless the Escrow Trustee and its respective successors, assigns, agents, officers, directors, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Trustee at any time (whether or not also indemnified against the same by the Successor Agency or by any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement Regarding Redemption, the establishment hereunder of the Escrow Fund, the acceptance of the funds deposited therein, and any payment, transfer or other application of moneys by the Escrow Trustee in accordance with the provisions of this Agreement Regarding Redemption; provided, however, that the Successor Agency shall not be required to indemnify the Escrow Trustee against the Escrow Trustee's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Trustee's agents and employees or the willful breach by the Escrow Trustee of the terms of this Agreement Regarding Redemption. In no event shall the Successor Agency or the Escrow Trustee be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement Regarding Redemption and the resignation or removal of the Escrow Trustee.

The Escrow Trustee undertakes to perform only such duties as are expressly and specifically set forth in this Agreement Regarding Redemption and no implied duties or obligations shall be read into this Agreement Regarding Redemption against the Escrow Trustee.

The Escrow Trustee shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Trustee be liable for any special indirect or consequential damages.

The Escrow Trustee may consult with counsel of its own choice and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

The Escrow Trustee shall not be responsible for any of the recitals or representations contained herein.

Whenever in the administration of this Agreement Regarding Redemption the Escrow 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, in the absence of negligence or willful misconduct on the part of the Escrow Trustee, be deemed to be conclusively proved and established by a certificate of an authorized representative of the Successor Agency, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Escrow Trustee, be full warrant to the Escrow Trustee for any action taken or suffered by it under the provisions of this Agreement upon the faith thereof.

The Escrow Trustee may at any time resign by giving written notice to the Authority and the Successor Agency of such resignation. The Authority and the Successor Agency shall promptly appoint a successor Escrow Trustee by the resignation date. Resignation of the Escrow Trustee will be effective upon acceptance of appointment by a successor Escrow Trustee. If the Authority and the Successor Agency do not appoint a successor, the Escrow Trustee may petition any court of competent jurisdiction for the appointment of a successor Escrow Trustee, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Trustee.

The liability of the Escrow Trustee to make the payments required by Agreement Regarding Redemption shall be limited to the cash in the Escrow Fund.

The Escrow Trustee shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys deposited with it to pay the principal, interest, or premiums, if any, on the 2009 Series D Bonds.

No provision of this Agreement Regarding Redemption shall require the Escrow Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

**SECTION 10. Sufficiency of Escrow.** The Authority agrees that if for any reason the moneys and other funds in the Escrow Fund are insufficient or otherwise unavailable to pay timely principal and premium of, and interest on, the 2009 Series D Bonds identified in Schedule A hereto, the Authority shall continue to be liable therefor in accordance with the terms of the indenture of trust relating to the 2009 Series D Bonds.

**SECTION 11. Successor Escrow Trustee.** Any corporation into which the Escrow Trustee and the trust created by this Agreement Regarding Redemption may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Trustee shall be a party, shall, if satisfactory to the Successor Agency, be the successor Escrow Trustee under this Agreement Regarding Redemption without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

**SECTION 12. Termination.** This Agreement Regarding Redemption shall terminate when all transfers and payments required to be made by the Escrow Trustee under the provisions of Section 6 hereof shall have been made and any moneys remaining in the Escrow Fund at the time of such termination shall have been distributed to the Successor Agency and the Escrow Trustee has made a final report to the Successor Agency.

**SECTION 13. Tax-Exempt Nature of Interest on Bonds.** The Successor Agency and the Authority each covenants and agrees for the benefit of the owners of the 2009 Series D Bonds that they will not perform or permit to be performed any thing or act in such manner as would cause interest on the 2009 Series D Bonds or the 2016 Series C Bonds to be included in the gross income of the recipients thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and, in particular, it will not use any of the proceeds received from the sale of the 2016 Series C Bonds, directly or indirectly, in any manner which would result in the 2009 Series D Bonds or the 2016 Series C Bonds being classified as "arbitrage bonds" within the meaning of Section 148(a) of the Code.

**SECTION 14. Severability.** If any one or more of the covenants and agreements provided in this Agreement Regarding Redemption on the part of the Successor Agency or the Escrow Trustee to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement Regarding Redemption.

**SECTION 15. Successors and Assigns.** All of the covenants and agreements in this Agreement Regarding Redemption contained by or on behalf of the Successor Agency, the Authority and the Escrow Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

**SECTION 16. Compensation of Escrow Trustee.** For acting under this Agreement Regarding Redemption, the Escrow Trustee shall be entitled to payment of fees for its services and reimbursement of advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Escrow Trustee in connection with its services under this Agreement Regarding Redemption; however, such amount shall never be payable from or become a lien upon the Escrow Fund, which fund shall be held solely for the purposes and subject to the lien set forth in Section 5 of this Agreement Regarding Redemption.

The Successor Agency covenants to indemnify and hold harmless the Escrow Trustee against any loss, liability or expense, including legal fees in connection with the performance of any of its duties hereunder, except the Escrow Trustee shall not be indemnified against any loss, liability or expense resulting from its negligence or willful misconduct. Such indemnification shall survive the termination of this Agreement Regarding Redemption.

**SECTION 17. Governing Law.** This Agreement Regarding Redemption shall be governed by the applicable laws of the State of California.

**SECTION 18. Headings.** Any headings preceding the text of the several Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement Regarding Redemption, nor shall they affect its meaning, construction or effect.

**SECTION 19. Amendments.** This Agreement Regarding Redemption may be amended or supplemented in writing by the Successor Agency, the Authority and the Escrow Trustee, but only if the Successor Agency and the Authority comply with the provisions of Section 8, if applicable. No such amendment or supplement shall affect the lien or application of amounts in the Escrow Fund for the payment of the 2009 Series D Bonds, as contemplated hereby, and shall not otherwise materially adversely affect the interests of the holders of the 2009 Series D Bonds, all as evidenced by an opinion of counsel delivered to the Escrow Trustee, unless the holders of a majority in aggregate principal amount of the Series 2009 D Bonds consent to such amendment or supplement.

**SECTION 20. Counterparts.** This Agreement Regarding Redemption may be signed in several counterparts, each of which will constitute an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and County of San Francisco Redevelopment Financing Authority, the Successor Agency to the Redevelopment Agency of the City and County of San Francisco and U.S. Bank National Association, as Escrow Trustee, have each caused this Agreement Regarding Redemption to be executed, and U.S. Bank National Association, as trustee for the 2009 Series D Bonds, has caused this Agreement Regarding Redemption to be acknowledged, by their duly authorized officers as of the date first above written.

CITY AND COUNTY OF SAN FRANCISCO  
REDEVELOPMENT FINANCING  
AUTHORITY

By: \_\_\_\_\_  
Treasurer

SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_  
Deputy Executive Director,  
Finance and Administration

U.S. BANK NATIONAL ASSOCIATION, as  
Escrow Trustee

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

ACKNOWLEDGEMENT OF  
U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR THE 2009 SERIES D BONDS

U.S. Bank National Association, as Trustee for the 2009 Series D Bonds hereby acknowledges the provisions of this Agreement Regarding Redemption and, in particular, Section 7 hereof and, as such provisions are applicable to U.S. Bank National Association, in its capacity as Trustee for the 2009 Series D Bonds agrees to comply therewith. U.S. Bank National Association, as Trustee for the 2009 Series D Bonds, hereby also waives, pursuant to Section 2.03 of the 2009 Series D Loan Agreement, receipt of the written notice of the Successor Agency's intention to prepay the loans made from the proceeds of the 2009 Series D Loan Agreement.

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee for the 2009 Series D Bonds

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

**SCHEDULE A**

**Escrowed Securities**

<u>Maturity</u>	Rate (%)	<u>Par</u> <u>Amount</u>	<u>Price (%)</u>	Purchase <u>Cost</u>	Accrued <u>Interest</u>	Total Purchase <u>Cost</u>
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## NOTICE OF DEFEASANCE

### Notice to the Holders of Outstanding

**\$49,810,000**

**City and County of San Francisco  
Redevelopment Financing Authority  
2009 Series D Tax Allocation Revenue Bonds  
(Mission Bay South Redevelopment Project)**

NOTICE IS HEREBY GIVEN that the City and County of San Francisco Redevelopment Financing Authority (the "Authority") has on \_\_\_\_\_, 2016 from the proceeds of sale of bonds and other sources, irrevocably set aside in an Escrow Fund created for such purpose and held by U.S. Bank National Association, San Francisco, California, as escrow trustee (the "Escrow Trustee") pursuant to an Agreement Regarding Redemption, Defeasance and Payment of 2009 Series D Bonds and 2009 Series D Loan Agreement, dated as of \_\_\_\_\_ 1, 2016 (the "Agreement Regarding Redemption"), by and among the Authority, the former Redevelopment Agency of the City and County of San Francisco, and the Escrow Trustee, moneys which, when added to the investment earnings therefrom, shall be sufficient to pay the principal and interest on the portion of the captioned bonds identified on Exhibit A hereto (the "Prerefunded Bonds") to and including August 1, 2019, and the redemption price on the Prerefunded Bonds maturing on and after August 1, 2020. The captioned current interest bonds that are not being defeased are also identified on Exhibit A hereto.

In accordance with the terms of the indenture of trust relating to the Prerefunded Bonds, notice of redemption of the Prerefunded Bonds to be redeemed is required to be given by U.S. Bank National Association, as trustee (the "Trustee") for the Prerefunded Bonds, on a date not more than 60 days or less than 30 days prior to the date fixed for redemption thereof.

The moneys so deposited in the Escrow Fund (as defined in the Agreement Regarding Redemption (including the earnings derived from the investment thereof) are irrevocably pledged to the payment of principal or redemption price of and interest on the outstanding Prerefunded Bonds. Said moneys have been invested in obligations for the payment of which the full faith and credit of the United States of America is pledged and which bear interest and mature on such dates as to insure the payment of all principal, premium, as applicable, and interest on the Prerefunded Bonds. Pursuant to the Agreement Regarding Redemption, the Agency may substitute securities for those initially allocated to the Escrow Fund and withdraw moneys from the Escrow Fund subject to the terms and conditions set forth in the Agreement Regarding Redemption.

As a consequence of the foregoing actions and in accordance with the indenture of trust relating to the Prerefunded Bonds, the Prerefunded Bonds are no longer secured by a pledge of Revenues, such pledge and the obligations and covenants of the Authority under said indenture of trust having been fully released and discharged, and the Prerefunded Bonds are payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Authority.

Additional information regarding the foregoing actions may be obtained from U.S. Bank National Association **[contact info to come]**.

Dated: \_\_\_\_\_, 2016

U.S. BANK NATIONAL ASSOCIATION  
as Escrow Trustee

**EXHIBIT A**

**\$49,810,000**

**City and County of San Francisco  
Redevelopment Financing Authority  
2009 Series D Tax Allocation Revenue Bonds  
(Mission Bay South Redevelopment Project)**

**Prerefunded Bonds**

<u>Maturity Date</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Original CUSIP</u> <u>(Base: 79771P)</u>	<u>New CUSIP</u> <u>(Base: 79771P)</u>
2016	\$ 885,000	5.250%	R72	
2017	930,000	5.000	R80	
2018	975,000	5.250	R98	
2019	1,030,000	5.500	S22	
2020*	1,085,000	6.000	S30	
2021*	1,150,000	6.250	S48	
2022*	1,220,000	6.250	S55	
2023*	1,300,000	6.250	S63	
2024*	1,380,000	6.000	S71	
2025*	1,465,000	6.000	S89	
2026*	1,550,000	6.125	S97	
2027*	1,645,000	6.250	T21	
2028*	1,750,000	6.250	T39	
2029*	1,855,000	6.375	T47	
2030*	1,975,000	6.500	T54	
2031*	2,105,000	6.500	T62	
2039*	22,685,000	6.625	T70	

\*To be redeemed on August 1, 2019 at a price of 100% of the principal amount thereof plus accrued interest thereon, without premium.

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**AGREEMENT REGARDING  
THE REDEMPTION, DEFEASANCE AND PAYMENT OF  
2011 SERIES D BONDS AND 2011 SERIES D LOAN AGREEMENT**

**By and Among**

**CITY AND COUNTY OF SAN FRANCISCO REDEVELOPMENT FINANCING  
AUTHORITY**

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN FRANCISCO**

**and**

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

**Dated as \_\_\_\_\_ 1, 2016**

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SCHEDULE A - Escrowed Securities

APPENDIX A - Notice of Defeasance

**AGREEMENT REGARDING  
THE REDEMPTION, DEFEASANCE AND PAYMENT OF  
2011 SERIES D BONDS AND 2011 SERIES D LOAN AGREEMENT**

THIS AGREEMENT REGARDING THE REDEMPTION, DEFEASANCE AND PAYMENT OF 2011 SERIES D BONDS AND 2011 SERIES D LOAN AGREEMENT, dated as of \_\_\_\_\_ 1, 2016 (this "Agreement Regarding Redemption"), by and among the CITY AND COUNTY OF SAN FRANCISCO REDEVELOPMENT FINANCING AUTHORITY, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "Authority"), the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public entity existing under the laws of the State of California (the "Successor Agency"), as successor agency to the Redevelopment Agency of the City and County of San Francisco (the "Former Agency"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as escrow trustee (the "Escrow Trustee").

W I T N E S S E T H:

WHEREAS, the Successor Agency is, simultaneously with the execution of this Agreement Regarding Redemption, issuing \$\_\_\_\_\_ aggregate principal amount of its 2016 Series B Tax Allocation Refunding Bonds (Mission Bay South Redevelopment Project) (the "2016 Series C Bonds");

WHEREAS, the 2016 Series C Bonds are being issued, in part, for the purpose of providing moneys to refund [all/a portion of] of the 2011 Series D Bonds (as hereinafter defined) and provide for the prepayment of the amounts owed by the Successor Agency under the 2011 Series D Loan Agreement (as hereinafter defined);

WHEREAS, in order to accomplish the refunding of the 2011 Series D Bonds and the 2011 Series D Loan Agreement, the Successor Agency will deposit, or cause to be deposited, a portion of the proceeds of the 2016 Series C Bonds and certain other moneys of the Successor Agency with the Escrow Trustee in accordance with this Agreement Regarding Redemption; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

**SECTION 1. Definitions.** Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement Regarding Redemption shall have the respective meanings which such terms are given in Section 1.01 of the Indenture (hereinafter defined). In addition, the following terms defined in this Section 1 shall, for all purposes of this Agreement Regarding Redemption, have the respective meanings herein specified.

**"Eligible Securities"** shall have the meaning assigned to such term in Section 3 hereof.

**"Escrowed Securities"** shall have the meaning assigned to such term in Section 3 hereof.

**"Indenture"** means the Indenture of Trust, dated as of March 1, 2014, as supplemented by the First Supplemental Indenture of Trust dated as of \_\_\_\_\_ 1, 2016, both by and between the Successor Agency and U.S. Bank National Association, as trustee thereunder, pursuant to which the 2016 Series C Bonds were issued.

**"2011 Series D Bonds"** means the Authority's \$36,485,000 initial aggregate principal amount of 2011 Series D Tax Allocation Revenue Bonds (Mission Bay South Redevelopment Project).

**"2011 Series D Indenture"** means the Indenture of Trust dated as of March 1, 2011, between the Authority and U.S. Bank National Association, as trustee.

**"2011 Series D Loan Agreement"** means the Loan Agreement dated as of March 1, 2011, by and among the Former Agency, U.S. Bank National Association, as trustee, and the Authority relating to the merged Mission Bay South Redevelopment Project Area and entered into in connection with the 2011 Series D Bonds.

**SECTION 2. Creation of Escrow Fund.** There is hereby created and established with the Escrow Trustee a special and irrevocable escrow fund designated "2011 Series D Escrow Fund" (the "Escrow Fund") to be held in the custody of the Escrow Trustee in trust under this Agreement Regarding Redemption for the benefit of the beneficial owners of the 2011 Series D Bonds.

Moneys on deposit in the Escrow Fund shall be held in the custody of the Escrow Trustee solely for the benefit of the owners of the 2011 Series D Bonds. Except to the extent of any excess to be released as provided in Section 12 hereof, neither the Authority nor the Successor Agency shall have any interest in the funds held in the Escrow Fund. The moneys held hereunder shall be irrevocably pledged and set aside for the payment of the 2011 Series D Bonds and the 2011 Series D Loan Agreement as provided in Section 6 hereof.

**SECTION 3. Deposit to the Escrow Fund.** Concurrently with the execution and delivery of this Agreement Regarding Redemption, the Successor Agency shall deposit, or cause to be deposited, with the Escrow Trustee \$\_\_\_\_\_ to be derived from the proceeds of the 2016 Series C Bonds, and \$\_\_\_\_\_ to be derived from funds held under reserve accounts established under the 2011 Series D Loan Agreement, for a total deposit of \$\_\_\_\_\_, which amounts the Successor Agency hereby instructs the Escrow Trustee to hold and use as provided in this Agreement Regarding Redemption.

The Escrow Trustee shall, on \_\_\_\_\_, 2016, use \$\_\_\_\_\_ of such amounts to purchase the securities listed on Schedule A attached hereto and made a part hereof (the "Escrowed Securities") (which security the Successor Agency represents are Eligible Securities as hereinafter defined) maturing on the dates and in the amounts necessary to make the transfers described in Section 6 hereof. The remaining \$\_\_\_\_\_ shall be held uninvested in cash.

For purposes of this Agreement Regarding Redemption, the term "Eligible Securities" means direct non-callable obligations of the United States government, United State Treasury STRIPS, and direct non-callable, non-prepayable obligations for which the full and timely payment of principal and interest is unconditionally guaranteed by the United States Government, including interest strips of the Resolution Funding Corporation for which

separation of principal and interest is made by a Federal Reserve Bank in book-entry form, but excluding unit investment trusts in money market mutual funds.

**SECTION 4. Investment of Escrow Fund.** The Escrow Trustee will purchase the Escrowed Securities in the name of the Escrow Trustee as provided in Section 3 above and will hold such Escrowed Securities, and any earnings received thereon and any reinvestment thereof in the Escrow Fund and disburse such amounts as provided herein. The Escrow Trustee shall collect amounts due and shall sell or otherwise liquidate investments in the Escrow Fund as needed to make the payments and transfers required by this Agreement Regarding Redemption and may sell, liquidate or otherwise dispose of the Escrowed Securities in accordance with Section 8 hereof and may substitute, upon the written direction of the Successor Agency, Eligible Securities subject to the terms and limitations of Section 8 hereof but otherwise shall have no power or duty to sell, transfer or otherwise dispose of the Escrowed Securities.

**SECTION 5. Creation of Lien on Escrow Fund.** The Escrow Fund created hereby shall be irrevocable, and the Escrow Trustee is hereby appointed to act for the benefit of the owners of the 2011 Series D Bonds, which are hereby granted an express lien on the Escrow Fund, and all moneys from time to time held therein, for the payment of amounts described in Section 6 below. The Escrow Trustee shall hold the moneys on deposit in the Escrow Fund separate and apart from, and not commingled with, any other moneys or investments.

**SECTION 6. Use of Escrow Fund.** The Escrow Trustee shall use the maturing Escrowed Securities, the interest earnings thereon, and amounts deposited in cash in the Escrow Fund to pay the principal and interest on the 2011 Series D Bonds to and including February 1, 2021, and the redemption price of the 2011 Series D Bonds maturing on and after August 1, 2021, on February 1, 2021. All amounts remaining in the Escrow Fund after the payment of all such debt service shall be transferred to or upon the direction of the Successor Agency and used to pay debt service on the 2016 Series C Bonds.

As a result of the deposit into and use of the Escrow Fund as described herein, all payment obligations of the Successor Agency under the 2011 Series D Loan Agreement have been discharged in full.

**SECTION 7. Notice of Redemption.** Not less than 30 days prior to February 1, 2021, the Escrow Trustee will mail to the owners of the 2011 Series D Bonds a notice of redemption as required by the 2011 Series D Indenture.

**SECTION 8. Reinvestment; Substitution; Liquidation.** Interest income and other amounts received by the Escrow Trustee as payments on the Escrowed Securities shall be held as part of the Escrow Fund to be used for the purposes set forth in Section 6 of this Agreement Regarding Redemption and shall be invested by the Escrow Trustee in Eligible Securities but only at the written direction of the Authority and the Successor Agency, provided that (i) such amounts may only be invested in Eligible Securities and (ii) such investments shall have maturities which do not extend beyond the date on which the moneys so invested will be needed to make the transfers required by Section 6 of this Agreement Regarding Redemption.

If the Successor Agency and the Authority, at any time, deliver to the Escrow Trustee written instructions instructing the Escrow Trustee to liquidate, sell or otherwise dispose of any or all securities or investments in the Escrow Fund, purchase or otherwise acquire Eligible

Securities, and/or to release any moneys or securities therein to the Successor Agency, and further delivers to the Escrow Trustee, each of the following:

(a) a revised Schedule A (together with a certification by the Successor Agency that the securities or investments described therein are Eligible Securities);

(b) a report of a nationally recognized firm of independent certified public accountants verifying that the securities or investments described on such Schedule A will provide moneys (excluding reinvestment earnings), available in both time and amount, to enable timely payment of all amounts required in accordance with Section 6; and

(c) an opinion of nationally recognized bond counsel to the effect that the liquidation, sale or other disposition of securities or investments in the Escrow Fund, the purchase or other acquisition of securities or investments and the deposit thereof in the Escrow Fund, or the release of amounts from the Escrow Fund as described in this Section 8 will not adversely affect the exclusion of interest on any of the 2011 Series D Bonds or the 2016 Series C Bonds from federal income taxation or result in loss of the exemption of interest on any of the 2011 Series D Bonds or the 2016 Series C Bonds from State of California personal income taxes;

then the Escrow Trustee shall liquidate, sell or otherwise dispose of the securities in the Escrow Fund, shall purchase (or retain) the securities or investments described in such revised Schedule A and transfer to the Successor Agency, free and clear of the lien of this Agreement Regarding Redemption, any and all amounts in the Escrow Fund not required for the purchase of the investments described on such revised Schedule A, all in accordance with such instructions from the Successor Agency referred to above.

**SECTION 9. Liability of Escrow Trustee.** The Successor Agency hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to the extent permitted by law to indemnify, protect, save and keep harmless the Escrow Trustee and its respective successors, assigns, agents, officers, directors, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Trustee at any time (whether or not also indemnified against the same by the Successor Agency or by any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement Regarding Redemption, the establishment hereunder of the Escrow Fund, the acceptance of the funds deposited therein, and any payment, transfer or other application of moneys by the Escrow Trustee in accordance with the provisions of this Agreement Regarding Redemption; provided, however, that the Successor Agency shall not be required to indemnify the Escrow Trustee against the Escrow Trustee's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Trustee's agents and employees or the willful breach by the Escrow Trustee of the terms of this Agreement Regarding Redemption. In no event shall the Successor Agency or the Escrow Trustee be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement Regarding Redemption and the resignation or removal of the Escrow Trustee.

The Escrow Trustee undertakes to perform only such duties as are expressly and specifically set forth in this Agreement Regarding Redemption and no implied duties or obligations shall be read into this Agreement Regarding Redemption against the Escrow Trustee.

The Escrow Trustee shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Trustee be liable for any special indirect or consequential damages.

The Escrow Trustee may consult with counsel of its own choice and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

The Escrow Trustee shall not be responsible for any of the recitals or representations contained herein.

Whenever in the administration of this Agreement Regarding Redemption the Escrow 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, in the absence of negligence or willful misconduct on the part of the Escrow Trustee, be deemed to be conclusively proved and established by a certificate of an authorized representative of the Successor Agency, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Escrow Trustee, be full warrant to the Escrow Trustee for any action taken or suffered by it under the provisions of this Agreement upon the faith thereof.

The Escrow Trustee may at any time resign by giving written notice to the Authority and the Successor Agency of such resignation. The Authority and the Successor Agency shall promptly appoint a successor Escrow Trustee by the resignation date. Resignation of the Escrow Trustee will be effective upon acceptance of appointment by a successor Escrow Trustee. If the Authority and the Successor Agency do not appoint a successor, the Escrow Trustee may petition any court of competent jurisdiction for the appointment of a successor Escrow Trustee, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Trustee.

The liability of the Escrow Trustee to make the payments required by Agreement Regarding Redemption shall be limited to the cash in the Escrow Fund.

The Escrow Trustee shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys deposited with it to pay the principal, interest, or premiums, if any, on the 2011 Series D Bonds.

No provision of this Agreement Regarding Redemption shall require the Escrow Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

**SECTION 10. Sufficiency of Escrow.** The Authority agrees that if for any reason the moneys and other funds in the Escrow Fund are insufficient or otherwise unavailable to pay timely principal and premium of, and interest on, the 2011 Series D Bonds identified in Schedule A hereto, the Authority shall continue to be liable therefor in accordance with the terms of the indenture of trust relating to the 2011 Series D Bonds.

**SECTION 11. Successor Escrow Trustee.** Any corporation into which the Escrow Trustee and the trust created by this Agreement Regarding Redemption may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Trustee shall be a party, shall, if satisfactory to the Successor Agency, be the successor Escrow Trustee under this Agreement Regarding Redemption without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

**SECTION 12. Termination.** This Agreement Regarding Redemption shall terminate when all transfers and payments required to be made by the Escrow Trustee under the provisions of Section 6 hereof shall have been made and any moneys remaining in the Escrow Fund at the time of such termination shall have been distributed to the Successor Agency and the Escrow Trustee has made a final report to the Successor Agency.

**SECTION 13. Tax-Exempt Nature of Interest on Bonds.** The Successor Agency and the Authority each covenants and agrees for the benefit of the owners of the 2011 Series D Bonds that they will not perform or permit to be performed any thing or act in such manner as would cause interest on the 2011 Series D Bonds or the 2016 Series C Bonds to be included in the gross income of the recipients thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and, in particular, it will not use any of the proceeds received from the sale of the 2016 Series C Bonds, directly or indirectly, in any manner which would result in the 2011 Series D Bonds or the 2016 Series C Bonds being classified as "arbitrage bonds" within the meaning of Section 148(a) of the Code.

**SECTION 14. Severability.** If any one or more of the covenants and agreements provided in this Agreement Regarding Redemption on the part of the Successor Agency or the Escrow Trustee to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement Regarding Redemption.

**SECTION 15. Successors and Assigns.** All of the covenants and agreements in this Agreement Regarding Redemption contained by or on behalf of the Successor Agency, the Authority and the Escrow Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

**SECTION 16. Compensation of Escrow Trustee.** For acting under this Agreement Regarding Redemption, the Escrow Trustee shall be entitled to payment of fees for its services and reimbursement of advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Escrow Trustee in connection with its services under this Agreement Regarding Redemption; however, such amount shall never be payable from or become a lien upon the Escrow Fund, which fund shall be held solely for the purposes and subject to the lien set forth in Section 5 of this Agreement Regarding Redemption.

The Successor Agency covenants to indemnify and hold harmless the Escrow Trustee against any loss, liability or expense, including legal fees in connection with the performance of any of its duties hereunder, except the Escrow Trustee shall not be indemnified against any loss, liability or expense resulting from its negligence or willful misconduct. Such indemnification shall survive the termination of this Agreement Regarding Redemption.

**SECTION 17. Governing Law.** This Agreement Regarding Redemption shall be governed by the applicable laws of the State of California.

**SECTION 18. Headings.** Any headings preceding the text of the several Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement Regarding Redemption, nor shall they affect its meaning, construction or effect.

**SECTION 19. Amendments.** This Agreement Regarding Redemption may be amended or supplemented in writing by the Successor Agency, the Authority and the Escrow Trustee, but only if the Successor Agency and the Authority comply with the provisions of Section 8, if applicable. No such amendment or supplement shall affect the lien or application of amounts in the Escrow Fund for the payment of the 2011 Series D Bonds, as contemplated hereby, and shall not otherwise materially adversely affect the interests of the holders of the 2011 Series D Bonds, all as evidenced by an opinion of counsel delivered to the Escrow Trustee, unless the holders of a majority in aggregate principal amount of the Series 2011 D Bonds consent to such amendment or supplement.

**SECTION 20. Counterparts.** This Agreement Regarding Redemption may be signed in several counterparts, each of which will constitute an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and County of San Francisco Redevelopment Financing Authority, the Successor Agency to the Redevelopment Agency of the City and County of San Francisco and U.S. Bank National Association, as Escrow Trustee, have each caused this Agreement Regarding Redemption to be executed, and U.S. Bank National Association, as trustee for the 2011 Series D Bonds, has caused this Agreement Regarding Redemption to be acknowledged, by their duly authorized officers as of the date first above written.

CITY AND COUNTY OF SAN FRANCISCO  
REDEVELOPMENT FINANCING  
AUTHORITY

By: \_\_\_\_\_  
Treasurer

SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_  
Deputy Executive Director,  
Finance and Administration

U.S. BANK NATIONAL ASSOCIATION, as  
Escrow Trustee

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

ACKNOWLEDGEMENT OF  
U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR THE 2011 SERIES D BONDS

U.S. Bank National Association, as Trustee for the 2011 Series D Bonds hereby acknowledges the provisions of this Agreement Regarding Redemption and, in particular, Section 7 hereof and, as such provisions are applicable to U.S. Bank National Association, in its capacity as Trustee for the 2011 Series D Bonds agrees to comply therewith. U.S. Bank National Association, as Trustee for the 2011 Series D Bonds, hereby also waives, pursuant to Section 2.03 of the 2011 Series D Loan Agreement, receipt of the written notice of the Successor Agency's intention to prepay the loans made from the proceeds of the 2011 Series D Loan Agreement.

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee for the 2011 Series D Bonds

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

## SCHEDULE A

### Escrowed Securities

<u>Maturity</u>	Rate (%)	<u>Par</u> <u>Amount</u>	<u>Price (%)</u>	Purchase <u>Cost</u>	Accrued <u>Interest</u>	Total Purchase <u>Cost</u>
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## NOTICE OF DEFEASANCE

### Notice to the Holders of Outstanding

**\$36,485,000**

**City and County of San Francisco  
Redevelopment Financing Authority  
2011 Series D Tax Allocation Revenue Bonds  
(Mission Bay South Redevelopment Project)**

NOTICE IS HEREBY GIVEN that the City and County of San Francisco Redevelopment Financing Authority (the "Authority") has on \_\_\_\_\_, 2016 from the proceeds of sale of bonds and other sources, irrevocably set aside in an Escrow Fund created for such purpose and held by U.S. Bank National Association, San Francisco, California, as escrow trustee (the "Escrow Trustee") pursuant to an Agreement Regarding Redemption, Defeasance and Payment of 2011 Series D Bonds and 2011 Series D Loan Agreement, dated as of \_\_\_\_\_ 1, 2016 (the "Agreement Regarding Redemption"), by and among the Authority, the former Redevelopment Agency of the City and County of San Francisco, and the Escrow Trustee, moneys which, when added to the investment earnings therefrom, shall be sufficient to pay the principal and interest on the portion of the captioned bonds identified on Exhibit A hereto (the "Prerefunded Bonds") to and including February 1, 2021, and the redemption price on the Prerefunded Bonds maturing on and after August 1, 2021. The captioned current interest bonds that are not being defeased are also identified on Exhibit A hereto.

In accordance with the terms of the indenture of trust relating to the Prerefunded Bonds, notice of redemption of the Prerefunded Bonds to be redeemed is required to be given by U.S. Bank National Association, as trustee (the "Trustee") for the Prerefunded Bonds, on a date not more than 60 days or less than 30 days prior to the date fixed for redemption thereof.

The moneys so deposited in the Escrow Fund (as defined in the Agreement Regarding Redemption (including the earnings derived from the investment thereof) are irrevocably pledged to the payment of principal or redemption price of and interest on the outstanding Prerefunded Bonds. Said moneys have been invested in obligations for the payment of which the full faith and credit of the United States of America is pledged and which bear interest and mature on such dates as to insure the payment of all principal, premium, as applicable, and interest on the Prerefunded Bonds. Pursuant to the Agreement Regarding Redemption, the Agency may substitute securities for those initially allocated to the Escrow Fund and withdraw moneys from the Escrow Fund subject to the terms and conditions set forth in the Agreement Regarding Redemption.

As a consequence of the foregoing actions and in accordance with the indenture of trust relating to the Prerefunded Bonds, the Prerefunded Bonds are no longer secured by a pledge of Revenues, such pledge and the obligations and covenants of the Authority under said indenture of trust having been fully released and discharged, and the Prerefunded Bonds are payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Authority.

Additional information regarding the foregoing actions may be obtained from U.S. Bank National Association **[contact info to come]**.

Dated: \_\_\_\_\_, 2016

U.S. BANK NATIONAL ASSOCIATION  
as Escrow Trustee

**EXHIBIT A**

**\$36,485,000**

**City and County of San Francisco  
Redevelopment Financing Authority  
2011 Series D Tax Allocation Revenue Bonds  
(Mission Bay South Redevelopment Project)**

**Prerefunded Bonds**

<u>Maturity Date</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Original CUSIP</u> <u>(Base: 79771P)</u>	<u>New CUSIP</u> <u>(Base: 79771P)</u>
2016	\$440,000	5.000%	2W4	
2017	465,000	5.000	2X2	
2018	485,000	5.500	2Y0	
2019	510,000	6.000	2Z7	
2020	540,000	6.000	3A1	
2021*	575,000	5.750	3B9	
2022*	610,000	6.000	3C7	
2023*	645,000	6.250	3D5	
2024*	685,000	6.375	3E3	
2027*	2,330,000	6.625	3F0	
2033*	6,310,000	7.000	3G8	
2041*	21,335,000	7.000	3H6	

\*To be redeemed on February 1, 2021 at a price of 100% of the principal amount thereof plus accrued interest thereon, without premium.

\$ \_\_\_\_\_

**SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN FRANCISCO  
2016 SERIES B TAX ALLOCATION BONDS  
(MISSION BAY SOUTH REDEVELOPMENT  
PROJECT)**

\$ \_\_\_\_\_

**SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN FRANCISCO  
2016 SERIES C TAX ALLOCATION  
REFUNDING BONDS  
(MISSION BAY SOUTH  
REDEVELOPMENT PROJECT)**

**BOND PURCHASE CONTRACT**

\_\_\_\_\_, 2016

Successor Agency to the Redevelopment Agency of the City and County of San Francisco  
1 South Van Ness Avenue, 5th Floor  
San Francisco, California 94103  
Attention: Deputy Executive Director, Finance and Administration

City and County of San Francisco Redevelopment Financing Authority  
c/o Successor Agency to the Redevelopment Agency of the City and County of San Francisco  
1 South Van Ness Avenue, 5th Floor  
San Francisco, California 94103  
Attention: Treasurer

Ladies and Gentlemen:

The undersigned, [REPRESENTATIVE] as representative (the “Representative”) of itself and [UNDERWRITER] (collectively, the “Underwriters”), offers to enter into this Bond Purchase Contract (this “Purchase Contract”) with the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (the “Successor Agency”) and the City and County of San Francisco Redevelopment Financing Authority (the “Authority”). This offer is made subject to acceptance by the Successor Agency and the Authority by execution of this Purchase Contract and delivery of the same to the Representative on or before 11:59 p.m. (California time) on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Successor Agency and the Authority at any time prior to such acceptance. Upon the acceptance by the Successor Agency and the Authority hereof, this Purchase Contract will be binding upon the Successor Agency, the Authority and the Underwriters.

Capitalized terms used in this Purchase Contract and not otherwise defined herein shall have the respective meanings set forth for such terms in the Indenture (as such term is defined below) and if not otherwise defined therein, shall have the meanings given to such terms as set forth in the Official Statement (as such term is defined below).

**Section 1. Purchase and Sale of the Bonds.** Upon the terms and conditions and upon the basis of the representations set forth in this Purchase Contract, the Underwriters agree to purchase from the Authority, and the Authority agrees to sell and deliver to the Underwriters, all (but not less than all) of the \$\_\_\_\_\_ principal amount of the Successor Agency to the Redevelopment Agency of the City and County of San Francisco 2016 Series B Tax Allocation Bonds (Mission Bay South Redevelopment Project) (the “2016 Series B Bonds”) and the \$\_\_\_\_\_ principal amount of the Successor Agency to the Redevelopment Agency of the City and County of San Francisco 2016 Series C Tax Allocation Refunding Bonds (Mission Bay South Redevelopment Project) (the “2016 Series C Bonds”) and together with the 2016 Series B Bonds, the “Bonds”). The Bonds shall be dated their date of delivery and shall have the maturities, bear interest at the rates per annum and have the yields all as set forth on Schedule I attached hereto. The purchase price for the 2016 Series B Bonds shall be \$\_\_\_\_\_ (calculated as \$\_\_\_\_\_ aggregate principal amount of the 2016 Series B Bonds, plus an original issue premium in the amount of \$\_\_\_\_\_ and less an Underwriters’ discount in the amount of \$\_\_\_\_\_). The purchase price for the 2016 Series C Bonds shall be \$\_\_\_\_\_ (calculated as \$\_\_\_\_\_ aggregate principal amount of the 2016 Series C Bonds, plus an original issue premium in the amount of \$\_\_\_\_\_ and less an Underwriters’ discount in the amount of \$\_\_\_\_\_). The Successor Agency agrees that it will sell the Bonds to the Authority upon the same terms as the sale of the Bonds by the Authority to the Underwriters to enable the Authority to make such resale of the Bonds.

**Section 2. Preliminary Official Statement.** The Successor Agency has delivered to the Underwriters a Preliminary Official Statement, dated \_\_\_\_\_, 2016 (the “Preliminary Official Statement”), and will deliver to the Underwriters a final Official Statement dated the date hereof as provided in Section 5 of this Purchase Contract (as amended and supplemented from time to time pursuant to Section 6(k) of this Purchase Contract, the “Official Statement”). The Successor Agency has delivered to the Underwriters a certificate pursuant to Securities and Exchange Commission Rule 15c2-12 (“Rule 15c2-12”) relating to the Preliminary Official Statement, in substantially the form attached hereto as Exhibit A.

**Section 3. Description of the Bonds.** The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of and shall be payable as provided in the Indenture of Trust, dated as of March 1, 2014 (the “Original Indenture”), as supplemented by the First Supplemental Indenture of Trust, dated as of \_\_\_\_\_ 1, 2016 (the “First Supplemental” and together with the Original Indenture, the “Indenture”), each by and between the Successor Agency and U.S. Bank National Association, as trustee (the “Trustee”), and the Constitution and laws of the State of California, including but not limited to Parts 1.8 and 1.85 of Division 24 of the Health and Safety Code of the State of California (as amended from time to time, the “Dissolution Act”). The Bonds shall be payable and subject to redemption as provided in the Indenture and as set forth in the Official Statement. The Bonds are legal, valid and binding limited obligations of the Successor Agency which are payable solely from and secured by a pledge of Tax Revenues, as defined and described in the Indenture. The 2016 Series B Bonds are issued for the primary purpose of providing funds, together with other lawfully available moneys: (a) to finance and refinance certain redevelopment activities within or to benefit the Project Area (as such term is defined in the Indenture); (b) to satisfy the Reserve Requirement for the Bonds; and (c) to pay the costs associated with the issuance of the Bonds. The 2016 Series C Bonds are issued for the primary purpose of providing funds, together with other lawfully available moneys: (a) to refund [a portion of] the Existing Loan Agreements relating to the 2009 Bonds and 2011 Bonds (as defined below); (b) to satisfy the Reserve Requirement for the Bonds; and (c) to pay the costs associated with the issuance of the Bonds.

In order to finance and refinance redevelopment activities within or of benefit to the Project Area, (a) the Redevelopment Agency of the City and County of San Francisco (the “Former Agency”) entered into the following loan agreements (collectively, the “Existing Loan Agreements”), and pledged Tax Revenues (as defined in the Existing Loan Agreements) to the repayment of the loans made to the Former Agency under the Existing Loan Agreements, as follows: (i) Loan Agreement dated as of September 1, 2009 among the Former Agency, U.S. Bank National Association, as trustee, and the Authority entered into in connection with the issuance of the Authority’s 2009 Series D Tax Allocation Revenue Bonds (Mission Bay South Redevelopment Project) (the “2009 Bonds”); and (ii) Loan Agreement dated as of March 1, 2011 among the Former Agency, U.S. Bank National Association, as trustee, and the Authority entered into in connection with the issuance of the Authority’s 2011 Series D Tax Allocation Revenue Bonds (Mission Bay South Redevelopment Project) (the “2011 Bonds”); and (b) the Successor Agency issued the 2014 Series A Tax Allocation Bonds (Mission Bay South Redevelopment Project) (the “2014 Bonds”). The pledge of Tax Revenues securing the Bonds will be on a parity with the pledge thereof securing [the portion of the Existing Loan Agreements which remain outstanding after the issuance of the 2016 Series B Bonds and] the 2014 Bonds.

**Section 4. Public Offering.** The Underwriters agree to make a bona fide public offering of all of the Bonds at not in excess of the initial public offering prices or yields set forth in Schedule I attached hereto, plus interest accrued thereon, if applicable, from the date of the Bonds. The Underwriters reserve the right to make concessions to dealers and to change such initial public offering prices or yields as the Underwriters reasonably deem necessary in connection with the marketing of the Bonds. The Underwriters also reserve the right: (a) to over-allot or effect transactions that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market; and (b) to discontinue such stabilizing, if commenced, at any time.

**Section 5. Delivery of Official Statement.** The Successor Agency shall deliver to the Underwriters, as promptly as practicable but in no event later than the Closing Date (as such term is defined herein), such number of copies of the final Official Statement, as the Underwriters may reasonably request in order to comply with Rule 15c2-12(b) and the rules of the Municipal Securities Rulemaking Board (the “MSRB”).

The Successor Agency hereby authorizes the Underwriters to use the Official Statement and the information contained therein in connection with the offering and sale of the Bonds and ratifies and confirms the authorization of the use by the Underwriters prior to the date hereof of the Preliminary Official Statement, furnished to the Underwriters by the Successor Agency in connection with such offering and sale.

The Underwriters agree that from the time that the Official Statement becomes available until the earlier of: (a) the “End of the Underwriting Period,” as defined in Section 6(j) of this Purchase Contract; or (b) the time when the Official Statement is available to any person from the MSRB’s Electronic Municipal Market Access system (“EMMA”), but in no case less than 25 days following the End of the Underwriting Period, the Underwriters shall send no later than the next business day following a request for a copy thereof, by first class mail or other equally prompt means, to any potential customer (as such term is defined in Rule 15c2-12), on request, a single copy of the Official Statement. The Underwriters agree to file as soon as reasonably practicable a copy of the Official Statement with EMMA and to take any and all actions necessary to comply with applicable

Securities and Exchange Commission rules and MSRB rules governing the offering, sale and delivery of the Bonds to ultimate purchasers.

**Section 6. Representations, Warranties and Covenants of the Successor Agency.** The Successor Agency represents, warrants and covenants with the Authority and the Underwriters that:

(a) the Successor Agency is a public body corporate and politic, organized and existing under the laws of the State of California, including the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State of California (the “Redevelopment Law”) and the Dissolution Act, with full right, power and authority to execute, deliver and perform its obligations under the Indenture, the Continuing Disclosure Certificate of the Successor Agency, dated the Closing Date and substantially in the form attached to the Official Statement as Appendix \_\_\_\_ (the “Continuing Disclosure Certificate”), this Purchase Contract, the Agreement Regarding the Redemption, Defeasance and Payment of 2009 Series D Bonds and 2009 Series D Loan Agreement dated as of \_\_\_\_\_ 1, 2016 (the “2009 Escrow Agreement”), by and among the Authority, the Successor Agency and U.S. Bank National Association, as escrow trustee (the “Escrow Trustee”) and the Agreement Regarding the Redemption, Defeasance and Payment of 2011 Series D Bonds and 2011 Series D Loan Agreement dated as of \_\_\_\_\_ 1, 2016, by and among the Authority, the Successor Agency and Escrow Trustee (the “2011 Escrow Agreement” and together with the 2009 Escrow Agreement, the “Escrow Agreements”) (collectively, the “Successor Agency Agreements”), and to carry out all transactions contemplated by each of the Successor Agency Agreements, the Bonds and the Official Statement;

(b) by Resolution No. \_\_\_\_\_ adopted by the Successor Agency on \_\_\_\_\_, 2015 (the “Successor Agency Bond Resolution”), the Successor Agency has taken all necessary official action to authorize and approve the execution, delivery of, and the performance by the Successor Agency of the obligations contained in, the Bonds and the Successor Agency Agreements and by Resolution No. \_\_\_\_\_ adopted by the Successor Agency on \_\_\_\_\_, 2015 (the “Successor Agency POS Resolution” and together with the Successor Agency Bond Resolution, the “Successor Agency Resolutions”) has duly authorized and approved the Preliminary Official Statement, and as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded; when executed and delivered, each of the Successor Agency Agreements and the Bonds will constitute a legally valid and binding obligation of the Successor Agency enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors’ rights generally; the Successor Agency has complied and will as of the Closing Date be in compliance in all respects with the terms of the Successor Agency Agreements; compliance with the provisions of the Successor Agency Agreements will not materially conflict with or constitute a breach of or default under any applicable constitutional provision, law, administrative regulation, court order, consent decree, judgment, decree, loan agreement, note, resolution, indenture, agreement or other instrument to which the Successor Agency is a party or may be otherwise subject; and the Successor Agency Resolutions were adopted by a majority of the members of the Board of Directors of the Successor Agency at a meeting duly called, noticed and conducted, at which a quorum was present and acting throughout and constitutes all action necessary to be taken by the Successor Agency for the execution, delivery and issuance of the Bonds and the execution, delivery and due performance of the Successor Agency Agreements;

(c) at the time of acceptance hereof by the Successor Agency, and (unless an event occurs of the nature described in Section 6(k)) at all times during the period from the date of

this Purchase Contract to and including the date which is 25 days following the End of the Underwriting Period for the Bonds (as determined in accordance with Section 6(j)), the statements and information contained in the Preliminary Official Statement as of its date, and the Official Statement as of its date (excluding the information under the caption “UNDERWRITING” and contained in Appendix \_\_\_—“DTC AND THE BOOK ENTRY SYSTEM”) are true, correct and complete in all material respects and such statements with respect to the Preliminary Official Statement do not, and with respect to the Official Statement will not, omit to state any material fact necessary to make such statements, in the light of the circumstances under which they were made, not misleading;

(d) [Reserved.]

(e) to the best of its knowledge, the Successor Agency is not in violation or breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States of America, or any agency or instrumentality of either of them, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Successor Agency is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a violation or a breach of or a default under any such instrument;

(f) at the date hereof and on the Closing Date, the Successor Agency will be in compliance in all respects with the material covenants and agreements contained in the Successor Agency Agreements and no event of default and no event which, with the passage of time or giving of notice, or both, would constitute an event of default thereunder shall have occurred and be continuing;

(g) to the best knowledge of the Successor Agency, after due investigation, other than as set forth in the Official Statement or as the Successor Agency has otherwise disclosed, in writing, to the Underwriters, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or by or before any court, governmental agency, public board or body, pending or threatened against the Successor Agency: (i) wherein an unfavorable decision, ruling or finding would adversely affect the existence of the Successor Agency or the title of any official of the Successor Agency to such person’s office; (ii) seeking to restrain or enjoin the issuance, sale or delivery of the Bonds, or the assignment by the Successor Agency of its rights under the Indenture; (iii) in any way contesting or affecting the validity or enforceability of the Successor Agency Agreements or the Bonds; (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement; or (v) contesting the power of the Successor Agency or its authority with respect to the Bonds or the Successor Agency Agreements, nor is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the Successor Agency Agreements or the authorization, execution, delivery or performance by the Successor Agency of the Bonds or the Successor Agency Agreements;

(h) the Successor Agency will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriters which the Underwriters may reasonably request in order for the Underwriters to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate and to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions; provided, however,

that in no event shall the Successor Agency be required to take any action which would subject it to service of process in any jurisdiction in which it is not now subject;

(i) to the best of knowledge of the Successor Agency, all approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter which would constitute a condition precedent to the due performance by the Successor Agency of its obligations under the Successor Agency Agreements or the Bonds have been duly obtained or made, and are, and will be on the Closing Date, in full force and effect;

(j) as used in this Purchase Contract, the term “End of the Underwriting Period” for the Bonds shall mean the earlier of: (i) the Closing Date unless the Successor Agency shall have been notified in writing to the contrary by the Representative on or prior to the Closing Date; or (ii) the date on which the End of the Underwriting Period for the Bonds has occurred under Rule 15c2-12, provided, however, that the Successor Agency may treat as the End of the Underwriting Period for the Bonds the date specified as such in a notice from the Representative stating the date which is the End of the Underwriting Period;

(k) if between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, an event occurs, or facts or conditions become known to the Successor Agency which, in the reasonable opinion of the Underwriters, Stradling Yocca Carlson & Rauth, a Professional Corporation (“Underwriters’ Counsel”), Curls Bartling P.C., A Professional Law Corporation (“Disclosure Counsel”) or counsel to the Successor Agency, might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances, not misleading, the Successor Agency will notify the Underwriters, and if in the opinion of the Representative such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Successor Agency will forthwith prepare and furnish to the Underwriters (at the expense of the Successor Agency) a reasonable number of copies of an amendment of or supplement to the Official Statement (in the form and substance satisfactory to the Representative) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading with respect to the information of the Successor Agency. If such notification shall be subsequent to the Closing Date, the Successor Agency shall forthwith provide to the Underwriters such legal opinions, certificates, instruments and other documents as the Underwriters may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. For the purposes of this subsection, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, the Successor Agency will furnish such information with respect to itself as the Underwriters may from time to time reasonably request;

(l) if the information contained in the Official Statement relating to the Successor Agency is amended or supplemented pursuant to Section 6(k), at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date which is 25 days after the End of the Underwriting Period for the Bonds, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein), will not contain any untrue statement of a material fact or omit to state a material fact required to be stated

therein or necessary to make such information therein, in the light of the circumstances under which it was made, not misleading;

(m) any certificate signed by any officer of the Successor Agency and delivered to the Underwriters pursuant to the Indenture or this Purchase Contract or any document contemplated thereby shall be deemed a representation and warranty by the Successor Agency to the Underwriters as to the statements made therein and that such officer shall have been duly authorized to execute the same;

(n) to the best knowledge of the Successor Agency, there is no public vote or referendum pending or proposed, the results of which could materially adversely affect the transactions contemplated by the Official Statement or the Successor Agency Agreements or the Bonds, or the validity or enforceability of the Bonds;

(o) the Successor Agency will apply the proceeds from the sale of the Bonds for the purposes specified in the Indenture;

(p) the financial statements of the Successor Agency contained in the Official Statement fairly present the financial positions and results of operations thereof as of the dates and for the periods therein set forth, and such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied;

(q) the Successor Agency is in compliance with all of its prior continuing disclosure undertakings entered into pursuant to Rule 15c2-12 and at or prior to the Closing Date, the Successor Agency shall have duly authorized, executed and delivered the Continuing Disclosure Certificate;

(r) the Successor Agency is not subject to a court order rendered pursuant to Section 33080.8 of the Redevelopment Law prohibiting the Successor Agency from among other things, issuing, selling, offering for sale, or delivering bonds or other evidences of indebtedness;

(s) the Oversight Board of the City and County of San Francisco (the "Oversight Board") has duly adopted Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2015 (the "Oversight Board Resolution") approving the issuance of the Bonds, and no further Oversight Board approval or consent is required for the issuing of the Bonds or the consummation of the transactions described in the Preliminary Official Statement; and

(t) no further State of California Department of Finance (the "DOF") approval or consent is required for the issuance of the Bonds or the consummation of the transactions described in the Preliminary Official Statement. Except as disclosed in the Preliminary Official Statement, the Successor Agency is not aware of the DOF directing or having any basis to direct the Auditor-Controller of the City and County of San Francisco (the "City") to deduct unencumbered funds from future allocations of property tax to the Successor Agency pursuant to Section 34183 of the Dissolution Act.

**Section 7. Representations, Warranties, Covenants and Agreements of the Authority.**

The Authority represents, warrants, covenants and agrees with the Underwriters and the Successor Agency as follows:

(a) the Authority is a public body corporate and politic, organized and existing under the laws of the State of California with full right, power and authority to execute, deliver and perform its obligations under this Purchase Contract;

(b) the Authority adopted Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2015 (the “Authority Resolution”) at a duly noticed meeting at which a quorum was present and acting throughout, authorizing and approving the execution and delivery of, and the performance by the Authority of its obligations contained in this Purchase Contract and as of the date hereof, the Authority Resolution is in full force and effect and has not been amended, modified or rescinded; and when executed and delivered, this Purchase Contract will constitute the legally valid and binding obligation of the Authority enforceable upon the Authority in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors’ rights generally;

(c) as of the time of acceptance hereof and the Closing Date, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with respect to which the Authority has been served with process or known to be threatened: (i) in any way questioning the corporate existence of the Authority or the titles of the officers of the Authority to their respective offices; or (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or this Purchase Contract or the consummation of the transactions contemplated thereby, and there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) and (ii);

(d) all authorizations, approvals, licenses, permits, consents, elections and orders of or filings with any governmental authority, legislative body, board, agency or commission having jurisdiction in the matters which are required for the due authorization of or which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the Authority of, its obligations in connection with this Purchase Contract have been duly obtained or made and are in full force and effect; and

(e) the purchase and sale of the Bonds by the Authority is not subject to any transfer or other documentary stamp taxes of the State of California or any political subdivision thereof.

**Section 8. Closing.** At 8:00 A.M., California time, on \_\_\_\_\_, 2016, or on such earlier or later date as may be mutually agreed upon by parties hereto (the “Closing Date”), the Successor Agency will deliver or cause to be delivered to the Representative the duly executed Bonds through the facilities of The Depository Trust Company in New York, New York, and will deliver or cause to be delivered at the offices of Jones Hall, A Professional Law Corporation (“Bond Counsel”), in San Francisco, California, or such other place as shall have been mutually agreed upon by the parties, the other documents described herein; and the Underwriters shall pay the purchase price of the Bonds as set forth in Section 1 of this Purchase Contract to the order of the Trustee in immediately available funds.

The Bonds shall be issued in fully registered form. It is anticipated that CUSIP identification numbers will be inserted on the Bonds, but neither the failure to provide such numbers nor any error with respect thereto shall constitute a cause for failure or refusal by the Representative to accept delivery of the Bonds in accordance with the terms of this Purchase Contract.

**Section 9. Termination.** The Underwriters shall have the right to terminate their obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by notifying the Successor Agency of their election to do so if, after the execution hereof and prior to the Closing Date:

(a) any legislation (including any amendments thereto), resolution, rule or regulation (including any amendments thereto) shall be introduced in, considered by or be enacted by any governmental body, department or political subdivision of the State of California, or a decision by any court of competent jurisdiction within the State of California shall be rendered which, in the reasonable opinion of the Underwriters, would make it impracticable or inadvisable to proceed with the offer, sale or delivery of the Bonds on the terms and in the manner contemplated in the Official Statement;

(b) the outbreak or declaration of war, institution of a police action, engagement in military hostilities by the United States, or any escalation of any existing conflict or hostilities in which the United States is involved or the occurrences of any other national emergency or calamity or crisis or any change in financial markets resulting from the foregoing, which, in the reasonable opinion of the Underwriters, would make it impracticable or inadvisable to proceed with the offer, sale or delivery of the Bonds on the terms and in the manner contemplated in the Official Statement;

(c) a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension or material limitation of trading on any national securities exchange which in the Underwriters' reasonable opinion materially adversely affects the market price of the Bonds, is declared;

(d) the New York Stock Exchange or other national securities exchange, or any governmental authority, imposes any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or there is a material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriters which, in the reasonable opinion of the Underwriters would make it impracticable or inadvisable to proceed with the offer, sale or delivery of the Bonds on the terms and in the manner contemplated in the Official Statement;

(e) legislation is enacted (or resolution passed) by or introduced or pending legislation is amended in the Congress or recommended for passage by the President of the United States, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed) is issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that securities of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended, or that the execution, offering or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official

Statement, otherwise is or would be in violation of the federal securities laws as amended and then in effect;

(f) action is taken by or on behalf of the State of California or the State of California Franchise Tax Board, with the purpose or effect, directly or indirectly, of imposing State of California personal income taxation upon such interest as would be received by the Owners of the Bonds;

(g) (i) legislation (including any amendment thereto) shall have been introduced in or adopted by either House of the Congress of the United States or recommended to the Congress or otherwise endorsed for passage by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff of such committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Internal Revenue Code shall be filed in either house; (ii) a decision shall have been rendered by any federal or state court; (iii) an order, filing, ruling or regulation shall have been issued or proposed by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or any other agency of the United States; or (iv) a release or official statement shall have been issued by the President of the United States, the Treasury Department of the United States or the Internal Revenue Service, the effect of which, in any such case described in clause (i), (ii), (iii), or (iv), would be to impose, directly or indirectly, federal income taxation upon income of the general character to be derived by the Successor Agency under the federal tax laws in effect on the date hereof, in such a manner as in the reasonable judgment of the Underwriters would make it impracticable or inadvisable to proceed with the offer, sale or delivery of the Bonds on the terms and in the manner contemplated in the Official Statement;

(h) there occurs a withdrawal or downgrading or any notice of an intended or potential downgrading of any rating of the obligations of the Successor Agency (including the rating to be issued with respect to the Bonds) by a “nationally recognized statistical rating organization,” as such term is defined for purposes of Rule 436(g)(2) under the Securities Act of 1933, as amended, which, in the reasonable opinion of the Underwriters, would make it impracticable or inadvisable to proceed with the offer, sale or delivery of the Bonds on the terms and in the manner contemplated in the Official Statement;

(i) any event occurs, or information becomes known which, in the reasonable judgment of the Underwriters, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(j) any change or development occurs involving a prospective change in the condition of the Successor Agency, financial or otherwise, or in the operations of the Successor Agency from those set forth in the Official Statement that makes the Bonds, in the reasonable judgment of the Underwriters, impracticable or inadvisable to offer, sell or deliver the Bonds on the terms and in the manner contemplated by the Official Statement;

(k) (i) trading generally shall have been suspended or materially limited on or by, as the case may be, any of the New York Stock Exchange or the NASDAQ National Market; (ii) trading of any securities of the Successor Agency shall have been suspended on any exchange or in any over-the-counter market; (iii) a material disruption in securities settlement, payment or clearance services in the United States shall have occurred; (iv) any moratorium on commercial banking activities shall have been declared by federal or State of New York authorities; or (v) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis that, in the reasonable judgment of the Underwriters, is material and adverse and which, singly or together with any other event specified in this clause; makes it, in the judgment of the Underwriters, impracticable or inadvisable to proceed with the offer, sale or delivery of the Bonds on the terms and in the manner contemplated in the Official Statement;

(l) the purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(m) any action, suit or proceeding described in Sections 6(g) or 7(c) of this Purchase Contract is commenced which, in the reasonable judgment of the Representative, materially adversely affects the market for the Bonds.

**Section 10. Closing Conditions.** The Underwriters hereby enter into this Purchase Contract in reliance upon the representations and warranties of the Successor Agency and the Authority contained herein and the representations and warranties to be contained in the documents and instruments to be delivered on the Closing Date, and upon the performance by the Successor Agency, the Authority and the Trustee of their respective obligations both on and as of the date hereof and as of the Closing Date. Accordingly, the obligations of the Underwriters under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds shall be subject, at the option of the Underwriters, to the accuracy in all material respects of the representations and warranties of the Successor Agency and the Authority contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the Successor Agency, the Authority and the Trustee made in any certificate or document furnished pursuant to the provisions hereof, to the performance by the Successor Agency, the Authority and the Trustee of their respective obligations to be performed hereunder and under the Successor Agency Agreements, at or prior to the Closing Date, to the issuance, sale and delivery to the Underwriters of the Bonds, and also shall be subject to the following additional conditions:

(a) the Underwriters shall receive, within seven business days after the date hereof, copies of the Official Statement (including all information permitted to have been omitted from the Preliminary Official Statement by the Rule 15c2-12 and any amendments or supplements as have been approved by the Underwriters), in such reasonable quantity as the Underwriters shall have requested;

(b) on the Closing Date, the representations, warranties, covenants and agreements of the Successor Agency and the Authority in this Purchase Contract shall be true, complete and correct on and as of the Closing Date; and the Successor Agency Agreements shall have been duly authorized, executed and delivered by the Successor Agency, all in substantially the forms heretofore submitted to the Underwriters, with only such changes as shall have been agreed to in writing by the Underwriters, and shall be in full force and effect; and there shall be in full force and effect such resolution or resolutions of the Board of Directors of the Successor Agency as, in the

opinion of Bond Counsel, shall be necessary or appropriate in connection with the transactions contemplated hereby;

(c) on the Closing Date, all necessary action of the Successor Agency relating to the execution and delivery of the Bonds will have been taken and will be in full force and effect and will not have been amended, modified or supplemented; and

(d) at or prior to the Closing Date, the Underwriters shall have received the following additional documents, in each case satisfactory in form and substance to the Underwriters:

(i) Resolution No. 11-12 adopted by the Board of Supervisors of the City on January 24, 2012 and signed by the Mayor of the City on January 26, 2012 transferring certain assets, obligations and functions to the City, as successor agency upon dissolution of the Former Agency, certified by the Clerk of the Board of Supervisors of the City;

(ii) Ordinance No. 215-12 adopted by the Board of Supervisors of the City on October 2, 2012 and signed by the Mayor of the City on October 4, 2012 (the "Ordinance"), implementing the Dissolution Act by providing for, among other things, the transfer of title of all assets, rights, obligations and liabilities of the Former Agency to the Successor Agency, certified by the Clerk of the Board of Supervisors of the City;

(iii) the Successor Agency Resolutions, together with a certificate of the Secretary of the Successor Agency, dated as of the Closing Date, to the effect that such resolutions are true, correct and complete copies of the Successor Agency Resolutions duly adopted by the Successor Agency;

(iv) the Oversight Board Resolution, together with a certificate of the Secretary of the Oversight Board, dated as of the Closing Date, to the effect that such resolution is a true, correct and complete copy of the Oversight Board Resolution duly adopted by the Oversight Board;

(v) Resolution of the Board of Supervisors of the City approving the issuance of the Bonds;

(vi) the Successor Agency Documents duly executed and delivered by the parties thereto;

(vii) the Preliminary Official Statement, and the Official Statement duly executed by the Successor Agency;

(viii) the approving opinion of Bond Counsel, dated the Closing Date and addressed to the Successor Agency, in substantially the form attached to the Official Statement as Appendix \_\_, together with a letter of Bond Counsel, addressed to the Representative and the Trustee to the effect that such opinion may be relied upon by the Underwriters and the Trustee to the same extent as if such opinion were addressed to them;

(viii) the supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Successor Agency and the Representative, substantially to the effect that: (A) this Purchase Contract has been duly authorized, executed and delivered by the Successor Agency and is a valid and binding agreement of the Successor Agency, enforceable in accordance

with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights and by the application of equitable principles if equitable remedies are sought; (B) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended; (C) the Continuing Disclosure Certificate has been duly authorized, executed and delivered by the Successor Agency; and (D) the statements contained in the Official Statement under the captions ["INTRODUCTION—General," "—Security and Sources of Payment for the Bonds" and "—Limited Obligations; Parity Debt," "THE BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "TAX MATTERS"] and contained in Appendices \_\_, \_\_ and \_\_, insofar as such statements expressly summarize certain provisions of the Bonds, the Indenture, the Continuing Disclosure Certificate and the final opinion of Bond Counsel concerning certain federal tax matters relating to the Bonds, are accurate in all material respects;

(ix) the opinion of counsel to the Successor Agency dated the Closing Date and addressed to the Representative, to the effect that: (A) the Successor Agency is duly organized and validly existing under the Constitution and laws of the State of California; (B) the Successor Agency Resolutions approving and authorizing the execution and delivery of the Successor Agency Agreements and the Preliminary Official Statement were duly adopted at meetings of the Successor Agency which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and are in full force and effect and have not been amended or repealed; (C) no material litigation is pending, with service of process having been accomplished or, to the knowledge of the Successor Agency, threatened, concerning the validity of the Bonds, the corporate existence of the Successor Agency, or the title of the officers of the Successor Agency who will execute the Bonds as to their respective offices; (D) the execution and delivery of the Successor Agency Agreements and the Official Statement, the adoption of the Successor Agency Resolutions, the issuance of the Bonds and compliance by the Successor Agency with the provisions of the foregoing, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Successor Agency a breach or default under any agreement or other instrument to which the Successor Agency is a party (and of which such counsel is aware after reasonable investigation) or by which it is bound (and of which such counsel is aware after reasonable investigation) or under any existing law, regulation, court order or consent decree to which the Successor Agency is subject; (E) the Official Statement has been duly authorized, executed and delivered and the Bonds and the Successor Agency Agreements each have been duly authorized, executed and delivered by the Successor Agency and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the Successor Agency enforceable in accordance with their respective terms, subject to laws relating to bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought; and (F) no authorization, approval, consent, or other order of the State of California or any other governmental authority or agency within the State of California having jurisdiction over the Successor Agency is required for the valid authorization, execution, delivery and performance by the Successor Agency of the Successor Agency Agreements, the valid issuance of the Bonds or the adoption of the Successor Agency Resolutions which has not been obtained;

(x) an opinion of counsel to the Authority, dated the Closing Date and addressed to the Successor Agency and the Representative satisfactory in form and substance to Bond Counsel, the Successor Agency and the Underwriters, substantially to the following effect: (A) this Purchase Contract has been duly authorized, executed and delivered by the Authority and

constitutes the valid, legal and binding agreement of the Authority enforceable in accordance with its terms; (B) the Authority is a joint powers authority duly organized and validly existing under the laws of the State of California; (C) the Authority Resolution approving and authorizing the execution and delivery of this Purchase Contract has been duly adopted and the Authority Resolution is in full force and effect and has not been modified, amended or rescinded; and (D) no action, suit, proceeding, hearing or investigation of which notice has been served on the Authority is pending or, to the best of my knowledge, threatened against the Authority: (a) in any way affecting the existence of the Authority or in any way challenging the respective powers of the several offices or the titles of the officials of the Authority to such offices; or (b) seeking to restrain or enjoin the issue of any of the Bonds;

(xi) A negative assurance letter of Disclosure Counsel addressed to the Successor Agency and the Representative, to the effect that, based upon the information made available to Disclosure Counsel in the course of Disclosure Counsel's participation in the preparation of the Official Statement and without passing on and without assuming any responsibility for the accuracy, completeness and fairness of the statements in the Official Statement, and having made no independent investigation or verification thereof, no facts have come to Disclosure Counsel's attention that lead Disclosure Counsel to believe that, as of the Closing Date, the Official Statement (except for any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, as to which no opinion or view need be expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture, is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(xii) the opinion of Underwriters' Counsel, dated the Closing Date and addressed to the Representative, to the effect that: (A) while Underwriters' Counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the information contained in the Official Statement and has not undertaken to verify the accuracy, completeness or fairness of, or independently verified the information contained in, the Official Statement and is therefore unable to make any representation to the Underwriters in that regard, Underwriters' Counsel has participated in conferences prior to the date of the Official Statement with representatives of the Underwriters, the Successor Agency, the Authority, Bond Counsel, Disclosure Counsel, the Fiscal Consultant (as such term is defined herein), the Trustee and their respective legal counsel and others, during which conferences the contents of the Official Statement and related matters were discussed and that, based upon the information made available to Underwriters' Counsel in the course of its participation in such conferences, review of the documents referred to above, reliance on the documents, letters, certificates and the opinions of counsel described in this Purchase Contract and Underwriters' Counsel's understanding of applicable law, as a matter of fact and not opinion, no information has come to the attention of the attorneys in Underwriters' Counsel's firm rendering legal services to the Underwriters with respect to the Bonds which caused Underwriters' Counsel to believe that the Official Statement as of its date contained, or as of the Closing Date contained, any untrue statement of a material fact, or as of its date omitted, or as of the Closing Date omitted, to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that Underwriters' Counsel expresses no view with respect to information related to any financial, statistical, engineering, or economic or demographic data or forecasts, numbers, charts, tables, estimates, projections, appraisals or assessed valuations or any information about CUSIP

numbers, the rating on the Bonds, the book-entry system or The Depository Trust Company contained in the Official Statement, including any of the appendices thereto), and that, other than reviewing the various certificates and opinions required by Section 10(d) of the Purchase Contract regarding the Official Statement, Underwriters' Counsel has not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Official Statement as of the Closing Date; (B) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended, are accurate in all material respects; and (C) the Continuing Disclosure Certificate to provide continuing disclosure with respect to the Bonds satisfies the requirements of Rule 15c2-12;

(xiii) the opinion of counsel to the Trustee and the Escrow Trustee (together, "U.S. Bank"), dated the Closing Date and addressed to the Representative and the Successor Agency, to the effect that: (A) U.S. Bank has been duly incorporated as a national banking association, duly organized and validly existing and in good standing under the laws of the United States of America having the legal authority to exercise trust powers in the State of California and having full power and authority to enter into and to perform its duties as Trustee under the Indenture and as Escrow Trustee under the Escrow Agreements; (B) U.S. Bank has duly authorized, executed and delivered the Indenture and the Escrow Agreements, and by all proper corporate action has authorized the acceptance of the trusts of the Indenture and the Escrow Agreements; (C) the Indenture and the Escrow Agreements constitute the legally valid and binding agreements of the Trustee, enforceable against it in accordance with their terms; (D) the Bonds have been validly authenticated, registered and delivered by the Trustee; (E) no authorization, approval, consent or other order of the State of California or any other federal or State of California governmental authority or agency having jurisdiction over the Trustee, or, to such counsel's knowledge after reasonable investigation, any other person or corporation, is required for the valid authorization, execution, delivery and performance by U.S. Bank of the Indenture and the Escrow Agreements; and (F) the execution and delivery of the Indenture and the Escrow Agreements, and compliance by U.S. Bank, with the provisions of the foregoing under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of U.S. Bank a breach or default under any agreements or other instrument to which U.S. Bank is a party (and of which such counsel is aware after reasonable investigation) or by which it is bound (and of which such counsel is aware after reasonable investigation) or any existing law, regulation, court order or consent decree to which U.S. Bank is subject;

(xiv) a certificate dated the Closing Date, signed by a duly authorized official of the Successor Agency, in form and substance satisfactory to the Underwriters, to the effect that, to the best of such official's knowledge: (A) the representations and warranties of the Successor Agency contained in the Purchase Contract are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (B) the Successor Agency has complied with the requirements of the Successor Agency Agreements required to be complied with on and as of the Closing Date with respect to the Bonds; (C) no event affecting the Successor Agency has occurred since the date of the Official Statement which should be disclosed therein in order to make the statements therein not misleading in any respect; and (D) the financial statements of the Successor Agency contained in the Official Statement fairly present the financial positions and results of operations thereof as of the dates and for the periods therein set forth, and such officer has no reason to believe that such financial statements have not been prepared in accordance with generally accepted accounting principles consistently applied;

(xv) a certificate of the Authority, dated the Closing Date, signed on behalf of the Authority by a duly authorized officer of the Authority to the effect that: (A) the representations, warranties and covenants of the Authority contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; and (B) the Authority has complied with all of the terms and conditions of this Purchase Contract required to be complied with by the Authority at or prior to the Closing Date;

(xvi) a certificate, signed by a duly authorized official of U.S. Bank, dated the Closing Date, satisfactory in form and substance to the Underwriters, to the effect that: (A) U.S. Bank is a national banking association organized and existing under and by virtue of the laws of the United States of America, having the full power and being qualified to enter into and perform its duties under the Indenture and the Escrow Agreements and to authenticate and deliver the Bonds to the Underwriters; (B) U.S. Bank is duly authorized to enter into the Indenture and the Escrow Agreements and to execute and deliver the Bonds to the Underwriters pursuant to the Indenture; (C) the Bonds have been duly authenticated and delivered by the Trustee; (D) the execution and delivery of the Indenture and the Escrow Agreements and compliance with the provisions on the part of U.S. Bank contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, note, resolution, agreement or other instrument to which U.S. Bank is a party or is otherwise subject (except that no representation or warranty is made with respect to any federal or state securities or blue sky laws or regulations), nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Indenture under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Indenture; and (E) to the best knowledge of U.S. Bank, it has not been served with any action, suit, proceeding, inquiry or investigation in law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against it, affecting its existence, or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the execution and delivery of the Bonds or the collection of revenues to be applied to pay the principal, premium, if any, and interest with respect to the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Indenture or the Escrow Agreements or contesting the powers of U.S. Bank or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds, the Indenture or the Escrow Agreements or the power and authority of U.S. Bank to enter into and perform its respective duties under the Indenture and the Escrow Agreements and to authenticate and deliver the Bonds to the Underwriters;

(xvii) a certificate of \_\_\_\_\_ (the "Fiscal Consultant") to the effect that the report of the Fiscal Consultant dated \_\_\_\_\_, 2016 (the "Report") contained in the Official Statement and the information set forth under the captions ["THE PROJECT AREA" and "TAX REVENUES AND DEBT SERVICE"] in the Official Statement do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, consenting to the use of the Report in the Preliminary and Official Statement and stating that to the best of the Fiscal Consultant's knowledge, nothing has to come the Fiscal Consultant's attention between the date of such Report and the Closing Date which would materially alter any of the conclusions set forth in the Report;

(xviii) a tax and non-arbitrage certificate duly executed by the Successor Agency;

(xix) a letter from Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, confirming that the Bonds have the rating set forth in the Official Statement;

(xx) the Report of Proposed Debt Issuance Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 8855(g) and 53583 of the Government Code of the State of California;

(xxi) the Blanket Letter of Representations of the Successor Agency to DTC, relating to the book-entry only system for the Bonds;

(xxii) evidence of the action taken by the DOF approving the Oversight Board Resolution;

(xxiii) a certificate of the Auditor-Controller of the City certifying the assessed valuations of the property located within the Project Area, and the gross tax revenues for the fiscal year ended June 30, 2014 for the Project Area; and

(xxiv) one or more defeasance opinions of Bond Counsel addressed to the Authority, the Underwriters and the Successor Agency to the effect that [the portion of] the 2009 Bonds and the 2011 Bonds have been legally defeased in accordance with the agreements pursuant to which such 2009 Bonds and 2011 Bonds were issued, and the corresponding payments owed by the Successor Agency under the applicable Existing Loan Agreement have been paid and have ceased to be entitled to the pledge of Tax Revenues thereunder.

(xxv) a report, dated the date of the Closing, of \_\_\_\_\_, independent certified public accountants, to the effect that it has verified the mathematical computations concerning the adequacy of the maturing principal amounts of the government obligations, together with other moneys, if any, to be deposited in the applicable escrow fund under the Escrow Agreements to pay when due pursuant to the stated maturity or call for redemption the principal of and interest and premium with respect to the 2009 Bonds and the 2011 Bonds and the corresponding payments owed under the Existing Loan Agreements.

(xxvi) a copy of the executed certificate of the Successor Agency pursuant to Section 3.05 of the Indenture.

(xxvii) such additional legal opinions, certificates, instruments or evidences thereof and other documents as Underwriters' Counsel or Bond Counsel may reasonably request to evidence the due authorization, execution and delivery of the Bonds and the conformity of the Indenture with the terms of the Bonds, all as summarized in the Official Statement.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract will be deemed to be in compliance with the provisions hereof if and only if they are in form and substance satisfactory to the Underwriters.

If the Successor Agency shall be unable to satisfy the conditions to the Underwriters' obligations contained in this Purchase Contract or if the Underwriters' obligations shall be terminated

for any reason permitted herein, all obligations of the Underwriters hereunder may be terminated by the Underwriters at, or at any time prior to, the Closing Date by written notice to the Successor Agency and neither the Underwriters nor the Successor Agency shall have any further obligations hereunder, except the respective obligations of the parties set forth in Section 11.

**Section 11. Expenses.** The Successor Agency will pay or cause to be paid the approved expenses incident to the performance of its obligations hereunder and certain expenses relating to the sale of the Bonds, including, but not limited to, (a) the cost of the preparation and printing or other reproduction of the Successor Agency Legal Documents (other than this Purchase Contract); (b) the fees and disbursements of Bond Counsel, Disclosure Counsel, the Financial Advisor, Fiscal Consultant and any other experts or other consultants retained by the Successor Agency; (c) the costs and fees of the credit rating agencies; (d) the cost of preparing and delivering the definitive Bonds; (e) the cost of providing immediately available funds on the Closing Date; (f) the cost of the printing or other reproduction of the Preliminary Official Statement and Official Statement and any amendment or supplement thereto, including a reasonable number of certified or conformed copies thereof; (g) the Underwriters' out-of-pocket expenses incurred with the financing; (h) the fees of \_\_\_\_\_ for a continuing disclosure undertaking compliance review; and (i) expenses (included in the expense component of the spread) incurred on behalf of the Successor Agency's employees which are incidental to implementing this Purchase Contract. The Underwriters will pay the expenses of the preparation of this Purchase Contract and all other expenses incurred by the Underwriters in connection with the public offering and distribution of the Bonds, and the fee and disbursements of Underwriters' Counsel. The Underwriters are required to pay the fees of the California Debt and Investment Advisory Commission in connection with the offering of the Bonds. The Successor Agency acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider such fees. Notwithstanding that such fees are solely the legal obligation of the Underwriters, the Successor Agency agrees to reimburse the Underwriters for such fees.

The Underwriters shall pay, and the Successor Agency shall be under no obligation to pay, all expenses incurred by the Underwriters in connection with the public offering and distribution of the Bonds.

**Section 12. Notices.** Any notice or other communication to be given to the Successor Agency or the Authority under this Purchase Contract may be given by delivering the same in writing at the Successor Agency's or the Authority's respective addresses set forth above, and any notice or other communication to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to the Representative at \_\_\_\_\_, Attention: \_\_\_\_\_.

**Section 13. Parties in Interest.** This Purchase Contract is made solely for the benefit of the Successor Agency and the Underwriters (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations and warranties of the parties hereto contained in this Purchase Contract shall remain operative and in full force and effect, regardless of: (a) any investigations made by or on behalf of the Underwriters or the Successor Agency; or (b) delivery of and payment for the Bonds. The agreements contained in Section 11 herein shall survive any termination of this Purchase Contract.

**Section 14. Severability.** In the event that any provision of this Purchase Contract shall be held or deemed to be invalid, inoperative or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 15. Governing Law; Venue.** This Purchase Contract shall be governed and interpreted exclusively by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in the State of California. Any and all disputes or legal actions or proceedings arising out of this Purchase Contract or any document related hereto shall be filed and maintained in a court of competent jurisdiction for matters arising in the City and County of San Francisco, California. By execution of and delivery of this Purchase Contract, the parties hereto accept and consent to the aforesaid jurisdiction.

**Section 16. Execution in Counterparts.** This Purchase Contract may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute the Purchase Contract by signing any such counterpart.

**Section 17. Entire Agreement.** This Purchase Contract, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Purchase Contract) that relate to the offering of the Bonds, represents the entire agreement between the Successor Agency, the Authority and the Underwriters with respect to the preparation of the Official Statement, the conduct of the offering and the purchase and sale of the Bonds. In the event of a dispute between the parties under this Purchase Contract, the losing party in such dispute shall pay all reasonable costs and expenses incurred by the prevailing party in connection therewith, including but not limited to attorneys' fees.

**Section 18. Fiduciary Duty.** The Successor Agency acknowledges that in connection with the offering of the Bonds: (a) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction among the Successor Agency, the Authority and the Underwriters; (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as Municipal Advisors (as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended); (c) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Successor Agency or the Authority with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or is currently providing other services to the Successor Agency or the Authority on other matters); (d) the Successor Agency and the Authority have consulted their own legal, financial and other advisors to the extent that they have deemed appropriate; and (e) the Underwriters may have interests that differ from those of the Successor Agency and the Authority. The Successor Agency and the Authority waive to the full extent permitted by applicable law any claims that they may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the offering of the Bonds.

**Section 19. Effectiveness.** This Purchase Contract shall be effective as of the date set forth above upon the acceptance hereof by authorized officers of the Successor Agency and the Authority and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

[REPRESENTATIVE], as Representative of the Underwriters

By: \_\_\_\_\_  
Principal

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2016.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY  
OF THE CITY AND COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_  
Deputy Executive Director, Finance and Administration

CITY AND COUNTY OF SAN FRANCISCO  
REDEVELOPMENT FINANCING AUTHORITY

By: \_\_\_\_\_  
Treasurer

**SCHEDULE I**

\$ \_\_\_\_\_  
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN FRANCISCO  
2016 SERIES B TAX ALLOCATION BONDS  
(MISSION BAY SOUTH REDEVELOPMENT PROJECT)

<i><u>Maturity Date</u></i> <i><u>(August 1)</u></i>	<i><u>Amount</u></i>	<i><u>Rate</u></i>	<i><u>Yield</u></i>	<i><u>Price</u></i>
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\$ \_\_\_\_\_ % Term Bonds Due August 1, 20\_\_ – Yield: \_\_\_\_\_ %; Price: \_\_\_\_\_

\$ \_\_\_\_\_  
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN FRANCISCO  
2016 SERIES C TAX ALLOCATION REFUNDING BONDS  
(MISSION BAY SOUTH REDEVELOPMENT PROJECT)

<i><u>Maturity Date</u></i> <i><u>(August 1)</u></i>	<i><u>Amount</u></i>	<i><u>Rate</u></i>	<i><u>Yield</u></i>	<i><u>Price</u></i>
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\$ \_\_\_\_\_ % Term Bonds Due August 1, 20\_\_ – Yield: \_\_\_\_\_ %; Price: \_\_\_\_\_

**EXHIBIT A**

\$ \_\_\_\_\_  
SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN FRANCISCO  
2016 SERIES B TAX ALLOCATION BONDS  
(MISSION BAY SOUTH REDEVELOPMENT  
PROJECT)

\$ \_\_\_\_\_  
SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY AND COUNTY OF SAN FRANCISCO  
2016 SERIES C TAX ALLOCATION REFUNDING  
BONDS  
(MISSION BAY SOUTH REDEVELOPMENT  
PROJECT)

**FORM OF THE CERTIFICATE  
REGARDING PRELIMINARY OFFICIAL STATEMENT**

The undersigned hereby states and certifies:

1. That he is the duly appointed, qualified and acting Deputy Executive Director, Finance and Administration of the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (the "Successor Agency") and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same;

2. That there has been delivered to [REPRESENTATIVE] as representative of itself and [UNDERWRITERS], as underwriters (the "Underwriters") of the captioned Bonds, a Preliminary Official Statement, relative to the captioned Bonds, dated \_\_\_\_\_, 2016 (including the cover page and all appendices thereto, in printed form and in electronic form, which is consistent in all material forms to the printed form, the "Preliminary Official Statement"), which the Successor Agency, deems final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12; and

3. The Successor Agency hereby approves the use and distribution by the Underwriters of the Preliminary Official Statement.

Dated: \_\_\_\_\_, 2016

SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE CITY AND  
COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_  
Deputy Executive Director, Finance and  
Administration