Resolution authorizing one or more lease-to-service contract transactions with respect to up to 21 Breda light rail cars; approving the form of and authorizing the execution and delivery of a Participation Agreement setting forth the terms and conditions of the lease-to-service contract transaction relating to the rail cars; approving the form of and authorizing the execution and delivery of a Head Lease Agreement providing the terms and conditions pursuant to which the rail cars will be leased to a trust; approving the form of and authorizing the execution and delivery of a Head Lease Supplement supplementing the terms and conditions pursuant to which specific rail cars will be leased to the trust; approving the form of and authorizing the execution and delivery of a Sublease Agreement providing the terms and conditions pursuant to which the trust will lease the rail cars back to the City to be operated and maintained by the City; approving the form of and authorizing the execution and delivery of a Sublease Supplement supplementing the terms and conditions pursuant to which the City will lease back the rail cars from the trust; approving the form of and authorizing the execution and delivery of a Payment Agreement providing the terms and conditions pursuant to which the City will provide for the payment of a portion of the sublease rent; approving the form of and authorizing the execution and delivery of an Equity Collateral Security Agreement and a Custody Agreement providing the terms and conditions pursuant to which the City will provide for a custody account to hold, and a security interest in, certain securities for the payment of a portion of the sublease rent and the purchase option purchase price if the purchase option is or is deemed exercised; approving the form of and authorizing the execution and delivery of a Support and Access Agreement providing the terms and conditions pursuant to which
the City will provide the trust support and access to certain property if the City
chooses not to exercise the purchase option; approving the form of and authorizing
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provide the lender to the trust with an option to purchase, and take an assignment of
the equity investor's beneficial interest in the trust estate upon the occurrence of
certain events; approving the form of and authorizing the execution and delivery of a
Tax Indemnification Agreement providing the terms and conditions under which the
City will indemnify under certain circumstances the equity investor for income
inclusions or losses of tax benefits; approving the form of and authorizing the
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and conditions under which the City will indemnify the strip surety provider; approving
indemnification of various parties; acknowledging the waiver of the City's right to jury
trial under certain circumstances; acknowledging proposed waiver requests pursuant
to Sections 12B.5-1(d) and 12C.5-1(d) of the San Francisco Administrative Code;
finding that the lease-to-service contract transaction is designed to reduce the amount
or duration of payment or similar risk to the City or enhance the relationship between
risk and return with respect to investments made pursuant to or in connection with
such transaction; approving and authorizing the execution and delivery of any
document necessary to implement this Resolution; authorizing the execution and
delivery of documents in conforming sets for the equity investor; ratifying and
approving any action heretofore taken in connection with the transaction contemplated
by this Resolution; and related matters.
WHEREAS, The City and County of San Francisco, a charter city and county (the "City"), acting through its Municipal Transportation Agency (the "MTA"), currently owns and operates approximately 149 Breda rail cars entirely within the jurisdiction of the City; and,

WHEREAS, The Board of Directors of the MTA (the "MTA Board") authorized and directed staff to explore a potential lease-sublease transaction with respect to the Breda rail cars to generate funds for the MTA; and,

WHEREAS, A plan of financing the lease-sublease transaction, as described in a staff report to the MTA Board (referred to herein as, the "Transaction Summary"), was presented by staff to the MTA Board, a copy of which is on file with the Clerk of this Board of Supervisors (the "Board"), and describes a substantial present value benefit to the City from the transaction which would be available for use by the MTA for the benefit of the public; and,

WHEREAS, Based on said Transaction Summary, the City has determined that it is appropriate and desirable to enter into a transaction (the "Transaction") for the lease of up to 21 of the Breda rail cars (the "Rail Cars") to one or more entities and to sublease such Rail Cars back from said entities in order to generate an immediate cash payment to the City; and,

WHEREAS, The Transaction Summary describes various financing and other documents relating to the Transaction, including the following: a Head Lease (between the City, as lessor, and a trust, the beneficiary of which is an Equity Investor, as lessee), a Sublease (between a trust, as sublessor, and the City, as sublessee), a Participation Agreement (among the City, an Equity Investor, a trustee, a lender to the trust and a payment undertaker), a Tax Indemnity Agreement (between the City, as indemnitee, and the Equity Investor) and other documents described herein and/or authorized hereby (collectively referred to herein as the "Operative Documents"); and,

WHEREAS, In approving the Payment Agreement, the City has given due consideration to the credit worthiness of Financial Security Assurance Inc., as Guarantor, and

Mayor Willie L. Brown, Jr.
BOARD OF SUPERVISORS
has noted the current ratings of the Guarantor are the highest ratings categories given by
three nationally recognized rating agencies; and,

WHEREAS, In compliance with Government Code Section 5922, the Board of
Supervisors hereby determines that the purpose of the Transaction (including amounts
required to be deposited and invested under the Operational Documents) is intended to
reduce the amount or duration of payment, rate or currency, or similar risk connected to the
lease agreements, or enhance the relationship between risk and return with respect to
investments made pursuant to or in connection with, the Transaction; and,

WHEREAS, It is deemed to be in the best financial interest for the City to enter into the
Operative Documents, as authorized herein, and,

WHEREAS, All acts, conditions and things required by law to exist, to have happened
and to have been performed precedent to and in connection with the consummation of the
Transaction hereby do exist, have happened and have been performed in regular and due
time, form and manner as required by law;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the City and
County of San Francisco as follows:

Section 1. Approval of Recitals. The Board hereby finds and declares that the above
recitals are true and correct.

Section 2. Approval of the Transaction. In accordance with the applicable law and the
Charter of the City, the Board hereby approves the Transaction as described in the
Transaction Summary. The Transaction shall proceed in substantially the form described in
the Transaction Summary, provided that (i) the Sublease shall have a term of no more than
thirty (30) years [and (ii) shall generate a net present value benefit to the City of at least 6% of
the appraised value of the Rail Cars, currently estimated to be $72,555,000].
Section 3. Participation Agreement. The form of Participation Agreement, dated as of September 25, 2003 or such other date selected by the Mayor or his designee (the "Participation Agreement"), among the City, as head lessor and sublessee; the MUNI Rail Statutory Trust 2003 (the "Trust"), as head lessee and sublessor; Wells Fargo Bank, N.A. equity investor (the "Equity Investor"); FSA Global Funding Limited as lender (the "Lender"); Premier International Funding Co., as payment undertaker (the "Payment Undertaker"), and U.S Bank National Association, as trustee (the "Trustee"), and in its individual capacity (the "Trust Company"); in substantially the form of the Participation Agreement presented to the Board (including the various exhibits and addenda attached thereto), a copy of which is on file with the Clerk of the Board, is hereby approved. The Mayor or his designee is hereby authorized to execute, and the Clerk of the Board or her designee is hereby authorized to attest to, the Participation Agreement, with such changes, additions and modifications (including any schedules, to be attached thereto, which will be prepared on or around the closing date of the Transaction) as the City Attorney may approve as to form; such approval as to form to be conclusively evidenced by the execution and delivery of the Participation Agreement.

Section 4. Head Lease Agreement. The form of Head Lease Agreement, dated as of September 25, 2003 or such other date selected by the Mayor or his designee (the "Head Lease"), between the City, as head lessor, and the Trust, as head lessee, in substantially the form of the Head Lease presented to the Board (including the various exhibits and addenda attached thereto), a copy of which is on file with the Clerk of the Board, is hereby approved. The Mayor or his designee is hereby authorized to execute, and the Clerk of the Board or her designee is hereby authorized to attest to, the Head Lease, with such changes, additions and modifications (including any schedules, to be attached thereto, which will be prepared on or around the closing date of the Transaction) as the City Attorney may approve as to form; such
approval as to form to be conclusively evidenced by the execution and delivery of the Head Lease.

Section 5. Head Lease Supplement No. 1. The form of Head Lease Supplement No. 1, dated as of September 25, 2003 or such other date selected by the Mayor or his designee (the "Head Lease Supplement"), between the Trust, as head lessee, and the City, as head lessor, in substantially the form of the Head Lease Supplement presented to the Board (including the various exhibits and addenda attached thereto), a copy of which is on file with the Clerk of the Board, is hereby approved. The Mayor or his designee is hereby authorized to execute, and the Clerk of the Board or her designee is hereby authorized to attest to, the Head Lease Supplement, with such changes, additions and modifications (including any schedules, to be attached thereto, which will be prepared on or around the closing date of the Transaction) as the City Attorney may approve as to form; such approval as to form to be conclusively evidenced by the execution and delivery of the Head Lease Supplement.

Section 6. Sublease Agreement. The form of Sublease Agreement, dated as of September 25, 2003 or such other date selected by the Mayor or his designee (the "Sublease Agreement"), between the Trust, as sublessor, and the City, as sublessee, in substantially the form of the Sublease Agreement presented to the Board (including the various exhibits and addenda attached thereto), a copy of which is on file with the Clerk of the Board, is hereby approved. The Mayor or his designee is hereby authorized to execute, and the Clerk of the Board or her designee is hereby authorized to attest to, the Sublease Agreement, with such changes, additions and modifications (including any schedules, to be attached thereto, which will be prepared on or around the closing date of the Transaction) as the City Attorney may approve as to form; such approval as to form to be conclusively evidenced by the execution and delivery of the Sublease Agreement.
Section 7. Sublease Supplement No. 1. The form of Sublease Supplement No. 1, dated as of September 25, 2003 or such other date selected by the Mayor or his designee (the "Sublease Supplement"), between the Trust, as sublessor, and the City, as sublessee, in substantially the form of the Sublease Supplement presented to the Board (including the various exhibits and addenda attached thereto), a copy of which is on file with the Clerk of the Board, is hereby approved. The Mayor or his designee is hereby authorized to execute, and the Clerk of the Board or her designee is hereby authorized to attest to, the Sublease Supplement, with such changes, additions and modifications (including any schedules, to be attached thereto, which will be prepared on or around the closing date of the Transaction) as the City Attorney may approve as to form; such approval as to form to be conclusively evidenced by the execution and delivery of the Sublease Supplement.

Section 8. Payment Agreement. The form of Payment Agreement, dated as of September 25, 2003 or such other date selected by the Mayor or his designee (the "Payment Agreement"), among the Payment Undertaker, the City and the Trust, in substantially the form of the Payment Agreement presented to the Board (including the various exhibits and addenda attached thereto), a copy of which is on file with the Clerk of the Board, is hereby approved. The Mayor or his designee is hereby authorized to execute, and the Clerk of the Board or her designee is hereby authorized to attest to, the Payment Agreement, with such changes, additions and modifications (including any schedules, to be attached thereto, which will be prepared on or around the closing date of the Transaction) as the City Attorney may approve as to form; such approval as to form to be conclusively evidenced by the execution and delivery of the Payment Agreement.

Section 9. Support and Access Agreement. The form of Support and Access Agreement, dated as of September 25, 2003 or such other date selected by the Mayor or his designee (the "Support and Access Agreement"), between the City and the Trust, in
substantially the form of Support and Access Agreement presented to the Board (including the various exhibits and addenda attached thereto), a copy of which is on file with the Clerk of the Board, is hereby approved. The Mayor or his designee is hereby authorized to execute, and the Clerk of the Board or her designee is hereby authorized to attest to, the Support and Access Agreement, with such changes, additions and modifications (including any schedules, to be attached thereto, which will be prepared on or around the closing date of the Transaction) as the City Attorney may approve as to form; such approval as to form to be conclusively evidenced by the execution and delivery of the Support and Access Agreement.

Section 10. Tax Indemnification Agreement. The form of Tax Indemnification Agreement, dated as of September 25, 2003 or such other date selected by the Mayor or his designee (the "Tax Indemnification Agreement"), between the City, as indemnitor, and the Equity Investor, in substantially the form of the Tax Indemnification Agreement presented to the Board (including the various exhibits and addenda attached thereto), a copy of which is on file with the Clerk of the Board, is hereby approved. The Mayor or his designee is hereby authorized to execute, and the Clerk of the Board or her designee is hereby authorized to attest to, the Tax Indemnification Agreement, with such changes, additions and modifications (including any schedules, to be attached thereto, which will be prepared on or around the closing date of the Transaction) as the City Attorney may approve as to form; such approval as to form to be conclusively evidenced by the execution and delivery of the Tax Indemnification Agreement.

Section 11. Agreement for Assignment on Default. The form of Agreement for Assignment on Default, dated as of September 25, 2003 or such other date selected by the Mayor or his designee (the "Agreement for Assignment on Default"), among the City, the Trust, the Trust Company and the Strip Surety Provider in substantially the form of the Agreement for Assignment on Default presented to the Board (including the various exhibits...
and addenda attached thereto), a copy of which is on file with the Clerk of the Board, is hereby approved. The Mayor or his designee is hereby authorized to execute, and the Clerk of the Board or her designee is hereby authorized to attest to, the Agreement for Assignment on Default, with such changes, additions and modifications (including any schedules, to be attached thereto, which will be prepared on or around the closing date of the Transaction) as the City Attorney may approve as to form; such approval as to form to be conclusively evidenced by the execution and delivery of the Agreement for Assignment on Default.

Section 12. Insurance and Indemnity Agreement. The form of Insurance and Indemnity Agreement), dated as of September 25, 2003 or such other date selected by the Mayor or his designee (the “Insurance and Indemnity Agreement”), between Financial Security Assurance Inc. (the “Strip Surety Provider”) and the City, in substantially the form of the Insurance and Indemnity Agreement presented to the Board (including the schedules, exhibits and addenda attached thereto), a copy of which is on file with the Clerk of the Board, is hereby approved. The Mayor or his designee is hereby authorized to execute, and the Clerk of the Board or her designee is hereby authorized to attest to, the Insurance and Indemnity Agreement, with such changes, additions and modifications (including any schedules, to be attached thereto, which will be prepared on or around the closing date of the Transaction) as the City Attorney may approve as to form; such approval as to form to be conclusively evidenced by the execution and delivery of the Insurance and Indemnity Agreement.

Section 13. Equity Collateral Security Agreement. The form of Equity Collateral Security Agreement, dated as of September 25, 2003 or such other date selected by the Mayor or his designee (the “Equity Collateral Security Agreement”), among the City, as pledgor, the Trust Company, as pledgee and collateral agent, and the Trust, in substantially the form of the Equity Collateral Security Agreement presented to the Board (including the

Mayor Willie L. Brown, Jr.
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schedules, exhibits and addenda attached thereto), a copy of which is on file with the Clerk of
the Board, is hereby approved. The Mayor or his designee is hereby authorized to execute,
and the Clerk of the Board or her designee is hereby authorized to attest to, the Equity
Collateral Security Agreement, with such changes, additions and modifications (including any
schedules, to be attached thereto, which will be prepared on or around the closing date of the
Transaction) as the City Attorney may approve as to form; such approval as to form to be
conclusively evidenced by the execution and delivery of the Equity Collateral Security
Agreement.

Section 14. Custody Agreement. The form of Custody Agreement, dated as of
September 25, 2003 or such other date selected by the Mayor or his designee (the "Custody
Agreement"), among the City, as pledgor, the Trust Company, as custodian, and the Trust
Company as pledgee and Collateral Agent, in substantially the form of the Custody
Agreement presented to the Board (including the schedules, exhibits and addenda attached
thereto), a copy of which is on file with the Clerk of the Board, is hereby approved. The Mayor
or his designee is hereby authorized to execute, and the Clerk of the Board or her designee is
hereby authorized to attest to, the Custody Agreement, with such changes, additions and
modifications (including any schedules, to be attached thereto, which will be prepared on or
around the closing date of the Transaction) as the City Attorney may approve as to form; such
approval as to form to be conclusively evidenced by the execution and delivery of the Custody
Agreement.

Section 15. Approval of Indemnification of Various Parties. The Board hereby
expressly approves the indemnification by the City of the party or parties for the liabilities
described below, subject in all respects to the particular conditions set forth in the respective
agreements (capitalized terms used in the descriptions below and not otherwise defined, shall
have the meanings given to such terms as set forth in the respective agreement):

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Page 10
8/25/2003
<table>
<thead>
<tr>
<th>Agreement</th>
<th>Indemnified Party</th>
<th>Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participation Agreement (Section 15)</td>
<td>Trust, the Trustee, the Trust Company, Trust Estate, Equity Investor, the Agent,</td>
<td>General Indemnity and General Tax Indemnity on an after-tax basis, with respect to the transactions and</td>
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<tr>
<td></td>
<td>the Initial Lender, any Holder, the Payment Undertaker, the Payment Undertaker</td>
<td>matters contemplated by any of the Participation Agreement, each Loan Certificate, Loan Agreement,</td>
</tr>
<tr>
<td></td>
<td>Guarantor, the Strip Surety Provider, any New Strip Surety Provider, any Equity</td>
<td>the Head Lease, any Head Lease Supplement, the Sublease, any Sublease Supplement, the Trust</td>
</tr>
<tr>
<td></td>
<td>Investor Guarantor and, in each case, their respective affiliates, agents, directors,</td>
<td>Agreement, the Payment Undertaker Guaranty, the Tax Indemnification Agreement, the Strip Surety</td>
</tr>
<tr>
<td></td>
<td>officers and employees.</td>
<td>Policy, the Insurance and Indemnity Agreement, the Agreement for Assignment on Default, the Support</td>
</tr>
<tr>
<td></td>
<td></td>
<td>and Access Agreement, the Account Pledge and Security Agreement, and the Custody Agreement.</td>
</tr>
<tr>
<td>Payment Agreement</td>
<td>Payment Undertaker</td>
<td>Any deduction or withholding taxes required to be made or withheld from any payment by the Payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Undertaker on an after tax basis.</td>
</tr>
<tr>
<td>Tax Indemnification Agreement (Section</td>
<td>Equity Investor</td>
<td>Loss of Tax benefits.</td>
</tr>
<tr>
<td>5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance and Indemnity Agreement</td>
<td>Strip Surety Provider</td>
<td>All payments made by the Strip Surety Provider pursuant to the Policy, or otherwise.</td>
</tr>
<tr>
<td>Custody Agreement</td>
<td>U.S. Bank National Association, as</td>
<td>General indemnification with respect to matters related to</td>
</tr>
</tbody>
</table>
In addition:

(1) In the event of any early termination, the City bears the risk of payment in the event that market conditions result in the equity defeasance not completely satisfying the payment owed on such early termination date; and

(2) In no event shall an Indemnified Party under the Participation Agreement or Tax Indemnification Agreement ("Indemnitees") be required, or the City permitted, to appeal an adverse judicial determination to the United States Supreme Court unless prior to the Indemnitee taking any such action (a) the City shall have acknowledged in writing its obligation to indemnify the Indemnitee in respect of such contested Tax in the event such contest is unsuccessful; (b) if the City has not previously done so, the City shall advance the amount thereof plus interest, penalties and additions to Tax with respect thereto to such Indemnitee on an interest-free basis with no additional net after-tax_cost to such Indemnitee to make such payment and shall indemnify such Indemnitee against any adverse tax consequences arising from such advance; (c) in making such appeal, the Indemnitee shall only be required to make a good faith attempt to effect an appeal by a writ of certiorari or otherwise and (d) the City shall have furnished the Indemnitee with an opinion of independent tax counsel selected by the City and reasonably satisfactory to the Indemnitee to the effect that there is a
substantial likelihood (although not necessarily more likely than not) that such adverse judicial determination will be reversed or substantially modified for the position asserted in such appeal.

Section 16. Waiver of Jury Trial. The City will waive its right to a jury trial in any suit, action or proceeding arising as a result of a breach by the City of a monetary obligation under any of the documents to which the City is a party under the Transaction.

Section 17. Proposed Waiver of the Requirements of Sections 12B and 12C of the Administrative Code. The Director of Transportation of the MTA has requested, in accordance with the provisions of Sections 12B.5-1(d) and 12C.5-1(d) of the Administrative Code of the City and County of San Francisco, that the requirements of Section 12B and 12C be waived for any agreement authorized by this Resolution to which the City and the Lender are parties, the City and the Strip Surety Provider are parties, or the City and the Payment Undertaker are parties.

Section 18. Findings in Accordance with the Law. In accordance with the applicable law, the Board hereby finds and determines that the Transaction (including amounts required to be deposited and invested under the Operational Documents) described in the Transaction Summary is designed to reduce the amount or duration of payment, currency, rate, spread or similar risk to the City or enhance the relationship between risk and return with respect to the investments made pursuant to or in connection with the Transaction.

Section 19. Modification, Changes and Additions. The Mayor or his authorized designee executing a document approved herein, in consultation with the City Attorney, is hereby authorized to approve and make such modifications, changes or additions to said document as may be necessary or advisable, provided that such modification, change or addition (i) shall not extend the term of the Sublease beyond thirty (30) years [or (ii) provide

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for a net present value benefit to the City of less than 6% of the appraised value of the Rail Cars]. The approval as to form by the City Attorney and the approval by the Mayor or his designee of any modification, change or addition to any of the aforementioned documents shall be evidenced conclusively by the execution and delivery of the document in question. Any changes, additions or modifications by the Mayor or his designee should not substantially alter the agreements as approved by the Board of Supervisors. If any such changes, additions or modifications are substantive, additional Board of Supervisors approval is required.

Section 20. Execution of Documents. The documents approved herein may be executed and delivered by the Mayor or his authorized designee, and the Clerk of the Board or her designee is hereby authorized to attest to, the execution of such documents, with such changes, additions and modifications (including any schedules, to be attached thereto, which will be prepared on or around the closing date of the Transaction) as the City Attorney may approve as to form.

Section 21. Ratification; General Authority. All actions heretofore taken by the officers and agents of the City with respect to the Transaction are hereby approved, confirmed and ratified, and the proper officers of the City are hereby authorized and directed, for and in the name of the City, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, including but not limited to those documents described in the Transaction Summary, the Participation Agreement or the Sublease and other documents herein approved, which they, or any of them, may deem necessary or advisable in order the consummate the Transaction and to effectuate the purposes thereof and of the documents herein approved in accordance with this Resolution. Any such agreements or actions should result in a transaction that is substantially the same as that approved by the Board of Supervisors. If any such agreements or actions result in a
transaction that differs substantially from that approved by the Board of Supervisors, additional Board of Supervisors approval is required.

Section 22. Documents on File. All documents referenced herein as being on file with the Clerk of the Board are located in File No. 031499.

APPROVED AS TO FORM

Dennis J. Herrera  
City Attorney

By:  
Mark Blake  
Deputy City Attorney

Mayor Willie L. Brown, Jr.  
BOARD OF SUPERVISORS
Resolution authorizing one or more lease-to-service contract transactions with respect to up to 21 Breda light rail cars; approving the form of and authorizing the execution and delivery of a Participation Agreement setting forth the terms and conditions of the lease-to-service contract transaction relating to the rail cars; approving the form of and authorizing the execution and delivery of a Head Lease Agreement providing the terms and conditions pursuant to which the rail cars will be leased to a trust; approving the form of and authorizing the execution and delivery of a Head Lease Supplement supplementing the terms and conditions pursuant to which specific rail cars will be leased to the trust; approving the form of and authorizing the execution and delivery of a Sublease Agreement providing the terms and conditions pursuant to which the trust will lease the rail cars back to the City to be operated and maintained by the City; approving the form of and authorizing the execution and delivery of a Sublease Supplement supplementing the terms and conditions pursuant to which the City will lease back the rail cars from the trust; approving the form of and authorizing the execution and delivery of a Payment Agreement providing the terms and conditions pursuant to which the City will provide for the payment of a portion of the sublease rent; approving the form of and authorizing the execution and delivery of an Equity Collateral Security Agreement and a Custody Agreement providing the terms and conditions pursuant to which the City will provide for a custody account to hold, and a security interest in, certain securities for the payment of a portion of the sublease rent and the purchase option purchase price if the purchase option is or is deemed exercised; approving the form of and authorizing the execution and delivery of a Support and Access Agreement providing the terms and conditions pursuant to which the City will provide the trust support and access to certain property if the City chooses not to exercise the purchase option; approving the form of and authorizing the execution and delivery of an Assignment Agreement for Default which will provide the lender to the trust with an option to purchase, and take an assignment of the equity investor's beneficial interest in the trust estate upon the occurrence of certain events; approving the form of and authorizing the execution and delivery of an Insurance and Indemnity Agreement providing the terms and conditions under which the City will indemnify the strip surety provider; approving indemnification of various parties; acknowledging the waiver of the City's right to jury trial under certain circumstances; acknowledging proposed waiver requests pursuant to Sections 12B.5-1(d) and 12C.5-1(d) of the San Francisco Administrative Code; finding that the lease-to-service contract transaction is designed to reduce the amount or duration of payment or similar risk to the City or enhance the relationship between risk and return with respect to investments made pursuant to or in connection with such transaction; approving and authorizing the execution and delivery of any document necessary to implement this Resolution; authorizing the execution and delivery of documents in conforming sets for the equity investor; ratifying and approving any action heretofore taken in connection with the transaction contemplated by this Resolution; and related matters.

September 23, 2003 Board of Supervisors — ADOPTED

Ayes: 10 - Ammiano, Daly, Dufty, Gonzalez, Hall, Ma, Maxwell, McGoldrick, Newsom, Peskin
Noes: 1 - Sandoval
I hereby certify that the foregoing Resolution was ADOPTED on September 23, 2003 by the Board of Supervisors of the City and County of San Francisco.

Gloria L. Young
Clerk of the Board

SEP 24 2003
Date Approved

Mayor Willie L. Brown Jr.