

1 [Real Property Agreements - Eddy & Taylor Associates, L.P. - 210 Taylor Street - Purchase
2 and Sale of Real Estate and Ground Lease - \$10,600,000 Purchase Price and \$15,000
3 Annual Base Rent]

4 **Resolution approving and authorizing the execution and performance of an Agreement**
5 **of Purchase and Sale of Real Estate in connection with the acquisition of a parcel**
6 **located at 210 Taylor Street (Assessor's Parcel Block No. 0331, Lot No.028) ("the**
7 **Property"), for \$10,600,000 authorizing a long term, 87 years, with a 12 year extension**
8 **option Ground Lease of the Property for \$15,000 annual base rent with Eddy & Taylor**
9 **Associates, L.P., to construct a 100% affordable, 113-unit multifamily rental housing**
10 **development for low-income households and formally homeless families and a**
11 **commercial shell for a 5,677 square foot commercial space; adopting findings that the**
12 **conveyance and lease are consistent with the California Environmental Quality Act, the**
13 **General Plan, and the priority policies of Planning Code, Section 101.1; and authorizing**
14 **and directing the Director of Property and Director of the Mayor's Office of Housing**
15 **and Community Development to execute documents, make certain modifications, and**
16 **take certain actions in furtherance of this Resolution.**

17
18 WHEREAS, In 2006, the Mayor's Office of Housing, now the Mayor's Office of Housing
19 and Community Development ("MOHCD"), issued a Notice of Funding Availability ("NOFA") to
20 provide financing assistance for the development of low income affordable rental family
21 housing; and

22 WHEREAS, Tenderloin Neighborhood Development Corporation ("TNDC"), a California
23 nonprofit public benefit corporation, submitted an application in response to the NOFA and
24 was selected to be the developer for an apartment building for low income families, including
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1 homeless families to be located at 210 Taylor Street (Assessor's Block 0331, Lot 028) (the
2 "Property"); and

3 WHEREAS, TNDC established Eddy & Taylor Associates, L.P., a California
4 limited partnership ("Seller/Lessee"), as a separate entity under which to develop the
5 Project; and

6 WHEREAS, Seller/Lessee acquired the property in 2007 for \$9,300,000, using a
7 \$6,000,000 from the Bank of America (the "Bank of America Loan") for the purchase of land
8 and predevelopment expenses, and a \$5,950,108 acquisition loan from MOHCD (the
9 "MOHCD Acquisition Loan"); and

10 WHEREAS, Seller/Lessee re-financed the Bank of America Loan in 2011 with a loan
11 from the Low Income Investment Fund in the amount of \$7,055,000 (the "LIIF loan"); and

12 WHEREAS, MOHCD desires to acquire the Property from Seller/Lessee
13 pursuant to an Agreement for Purchase and Sale of Real Estate ("PSA"), in
14 substantially the form on file with the Clerk of the Board of Supervisors in File No.
15 170473, and incorporated herein by reference; and

16 WHEREAS, In consideration of the Seller/Lessee's agreement to convey the
17 Property to MOHCD, MOHCD shall provide Seller a credit of \$7,250,108 (representing
18 the amount of the outstanding balance, \$5,950,108, of the MOHCD Acquisition Loan
19 plus, \$1,300,000, representing a portion of the accrued and unpaid interest on the
20 MOHCD Acquisition Loan) and shall also pay \$3,349,892 in cash (representing the
21 value of the land financed by the LIIF loan) for a total value of \$10,600,000 and
22 reconvey the related Deed of Trust, subject to the conditions described in the PSA; and

23 WHEREAS, MOHCD is also providing the Seller/Lessee with new financial assistance
24 to leverage equity from an allocation of low-income housing tax credits and other funding
25 sources in order for Seller/Lessee to construct a 100% affordable, 113-unit multifamily rental

1 housing development for low-income households and formally homeless families and a
2 commercial shell for a 5,677 square foot commercial space on the Property (the "Project");
3 and

4 WHEREAS, There are two current tenants on the site, a billboard and a parking lot
5 operator, who will receive relocation benefits in accordance with the Federal Uniform
6 Relocation Action and the California Relocation Assistance Act funded by the Project and
7 approved by MOHCD; and

8 WHEREAS, Seller/Lessee has obtained all entitlements and is ready to begin
9 construction of the Project; and

10 WHEREAS, An appraisal dated September 23, 2016 valued the Property at
11 \$10,600,000 with entitlements; and

12 WHEREAS, MOHCD and the Director of Property have approved the form of the
13 Ground Lease between MOHCD and the Seller/Lessee, pursuant to which MOHCD will lease
14 the Property to the Seller/Lessee for a Base Rent of Fifteen Thousand Dollars (\$15,000.00)
15 per year, in exchange for the Seller/Lessee's agreement, among other things, to operate the
16 Project with rent levels affordable to households up to 50% San Francisco Area Median
17 Income (AMI). A copy of the Ground Lease in substantially the form approved is on file with
18 the Clerk of the Board of Supervisors in File No. 170473, and is incorporated herein by
19 reference; and,

20 WHEREAS, The Ground Lease provides, among other conditions, for a term of 87
21 years and one 12 year option to extend; and,

22 WHEREAS, The Planning Department found that the PSA and Ground Lease
23 are consistent with CEQA and Categorical Exempt from Environmental Review as a
24 Categorical Exemption Class 1 as defined by CEQA for the reasons set forth in the
25

1 February 22, 2017 letter from the Department of City Planning, which is on file with the
2 Clerk of the Board in File No. 170473, and incorporated herein by reference; and

3 WHEREAS, The Planning Department found that the PSA and Ground Lease is
4 consistent with the City's General Plan and with the Eight Priority Policies under
5 Planning Code Section 101.1 for the reasons set forth in the letter of the Department of
6 City Planning dated February 22, 2017, which is on file with the Clerk of the Board in
7 File No. 170473; now, therefore, be it

8 RESOLVED, That the Board of Supervisors hereby finds that the PSA and
9 Ground Lease are consistent with the City's General Plan and with the Eight Priority
10 Policies under Planning Code Section 101.1 for the same reasons set forth in the letter
11 of the Department of City Planning dated February 22, 2017, and hereby incorporates
12 such findings by reference as though fully set forth in this Resolution; and, be it

13 FURTHER RESOLVED, That the Board of Supervisors hereby finds that the
14 PSA and Ground Lease are consistent with CEQA and received a Notice of Award of
15 Mitigated Negative Declaration as defined by CEQA for the reasons set forth in the
16 December 15, 2016 letter from the Department of City Planning, which is on file with
17 the Clerk of the Board in File No. 170473; and, be it

18 FURTHER RESOLVED, That in accordance with the recommendations of the
19 Director of Property and the Director of MOHCD, the Board of Supervisors hereby
20 approves the PSA and Ground Lease, and authorizes the Director of Property (or his
21 designee) and the Director of MOHCD (or his designee) to execute and deliver the
22 PSA and Ground Lease and any such other documents that are necessary or
23 advisable to complete the transaction contemplated by the PSA and Ground Lease,
24 and to effectuate the purpose and intent of this Resolution; and, be it

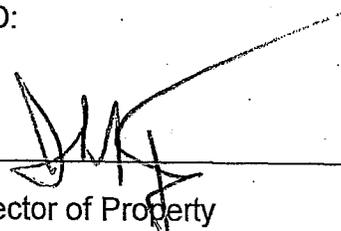
1 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director
2 of Property (or his designee) and the Director of MOHCD (or his designee), in
3 consultation with the City Attorney, to enter into any additions, amendments or other
4 modifications to the PSA and the Ground Lease (including in each instance, without
5 limitation, the attachment of exhibits), that the Director of Property and the Director of
6 MOHCD determine are in the best interests of the City, do not materially decrease the
7 benefits to the City with respect to the Property, or otherwise materially increase the
8 obligations or liabilities of the City, and are necessary or advisable to complete the
9 transaction contemplated herein, effectuate the purpose and intent of this Resolution,
10 and are in compliance with all applicable laws, including the City's Charter; and be it

11 FURTHER RESOLVED, That documents that include amendments from what
12 was previously submitted to the Board shall be provided to the Clerk of the Board, as
13 signed by the parties, together with a marked copy to show any changes, within 30
14 days of execution for inclusion in the official file; and, be it

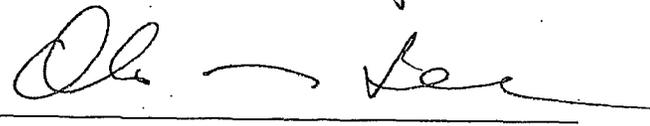
15 FURTHER RESOLVED, That all actions taken by any City employee or official
16 with respect to the exercise of the PSA and the Ground lease authorized and directed
17 by this Resolution and heretofore taken are hereby ratified, approved and confirmed by
18 this Board of Supervisors.
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RECOMMENDED:



John Updike, Director of Property



Olson Lee, Director, Mayor's Office of Housing and Community Development

| | |
|--|--|
| Item 5 File 17-0473 | Department: Mayor's Office of Housing and Community Development (MOHCD) |
| EXECUTIVE SUMMARY | |
| Legislative Objectives | |
| <p>The proposed resolution approves: (1) the purchase and sale agreement between the Mayor's Office of Housing and Community Development (MOHCD) and Eddy & Taylor Associates, L.P., established by the non-profit organization, Tenderloin Neighborhood Development Corporation (TNDC), for the purchase of the land consisting of 22,343 square feet at 210 Taylor Street for a purchase price of \$10,600,000; and (2) a ground lease between the City and Eddy & Taylor Associates, L.P. for 210 Taylor Street for a term of 87 years and one 12-year extension, totaling 99 years.</p> | |
| Key Points | |
| <ul style="list-style-type: none"> • Eddy & Taylor Associates, L.P. purchased 210 Taylor Street in 2007 for \$9,300,000 as a site for affordable housing development, using MOHCD acquisition and private loans. Eddy & Taylor Associates, L.P. was not able to develop affordable housing on the site due to the recession and inability to obtain funding. The site has been used as a parking lot and billboard site. • MOHCD now proposes to purchase the site for \$10,600,000, based on the appraised value of the site, and enter into a ground lease with Eddy & Taylor Associates, L.P. to construct a 113-unit affordable housing project. Project costs of \$74.4 million will be financed by a combination of MOHCD gap loans, other State of California grants and loans, and private financing. Construction is scheduled to begin in June 2017. | |
| Fiscal Impact | |
| <ul style="list-style-type: none"> • MOHCD would purchase 210 Taylor Street for \$10,600,000. Funds to purchase the site include forgiveness of \$7,250,108 in principal and interest on the loan originally made to Eddy & Taylor Associates, L.P. and \$3,349, 892 in cash. • Eddy & Taylor Associates, L.P. would enter into a ground lease for up to 99 years, paying base rent of \$15,000 per year and residual rent (based on the availability of funds after expenses are paid) equal to 10 percent of the appraised value. | |
| Policy Consideration | |
| <ul style="list-style-type: none"> • MOHCD adopted a policy in 2011 to acquire sites to develop affordable housing, and ground lease these sites to affordable housing developers. • Since 2011 MOHCD has provided acquisition financing to affordable housing developers with the understanding that the principal and interest would be considered paid upon the conveyance of the land to the City. | |
| Recommendation | |
| <ul style="list-style-type: none"> • Approve the proposed resolution. | |

MANDATE STATEMENT

City Administrative Code Section 23.1 requires the Director of Real Estate to recommend approval of real property transactions prior to approval by the Board of Supervisors. Administrative Code Section 23.3 requires an appraisal prior to the property purchase, and an appraisal review for the purchase of property exceeding \$200,000 in appraised value.

BACKGROUND

In 2006, the Mayor's Office of Housing—now the Mayor's Office of Housing and Community Development (MOHCD)—issued a Notice of Funding Availability (NOFA) to provide \$9,000,000 in financing for the development of affordable rental housing for low income families. MOHCD selected the non-profit organization, Tenderloin Neighborhood Development Corporation (TNDC), which established Eddy & Taylor Associates, L.P. to develop 113 units of housing affordable to low-income families at 210 Taylor Street.¹

Eddy & Taylor Associates, L.P. purchased 210 Taylor Street in 2007 for \$9,300,000, using a \$5,950,108 acquisition loan² from MOHCD and a \$6,000,000 acquisition and predevelopment loan from Bank of America.³ In 2011, Eddy & Taylor Associates, L.P. refinanced the Bank of America loan, using a \$7,055,000 loan from the Low Income Investment Fund (LIIF)⁴. The 22,343 square foot lot currently contains a billboard and a parking lot.⁵ The Project experienced delays due to the Great Recession during the years 2007 to 2009 and project plans have changed in the interim to make the project feasible.⁶

210 Taylor Street Project Details

At completion, the 210 Taylor Street Project will include 113 housing units, including: 35 units affordable to households earning up to 15 percent of the Area Median Income (AMI)⁷, 77 units

¹ TNDC selected the site at 210 Taylor Street and included the site (as part of their proposal) in their response to MOHCD's NOFA.

² A low-interest loan (3 percent) from MOHCD payable back to the City from residual rent receipts (i.e. funds that remain once all other expenses and debt are paid) over 55 years. To date, this loan has accrued \$1,690,157 in interest.

³ The combined loan amounts of \$11,950,108 exceeded the \$9,300,000 purchase price by \$2,650,108. These funds of \$2,650,108 were used for pre-development expenses, including architecture and engineering, environmental work, and fees associated with entitlements and CEQA approval.

⁴ LIIF is a non-profit community development financial institution that provides capital for projects that serve low-income communities.

⁵ CBS Outdoor (the billboard operator) and Execupark (the parking lot operator) will receive relocation benefits in accordance with the Federal Uniform Relocation Action and the California Relocation Assistance Act. Relocation benefits will be funded by the Project and were previously approved by MOHCD.

⁶ The project was downsized from 153 units to 113 units due to financial feasibility based on low income housing financing sources. The property is zoned for 153 units and entitled for construction of the 113 units.

⁷ 15 percent of the AMI in 2017 for a family of four is \$19,740, calculated as 100 percent of AMI for a family of four as published by the California Tax Credit Allocation Committee (\$131,600) multiplied by 15 percent.

affordable to households earning up to 50 percent of AMI⁸, and one two-bedroom unit for the property manager. The 112 affordable units (excluding one unit for the property manager) will be comprised of a mix of studio, one-bedroom, two-bedroom, and three-bedroom units, as shown in Table 1 below. The project will include a total of 108,711 square feet of residential space, 5,677 square feet of retail commercial space, and 2,238 square feet for non-residential space, including offices, a lounge, and a community room.

Table 1: 210 Taylor Street Project Affordable Units

| Unit Type | Affordability Level | | Total |
|---------------|---------------------|-----------|------------|
| | 15% AMI | 50% AMI | |
| Studio | 2 | 14 | 16 |
| One-bedroom | 7 | 7 | 14 |
| Two-bedroom | 20 | 47 | 67 |
| Three-bedroom | 6 | 9 | 15 |
| Total | 35 | 77 | 112 |

Source: MOHCD

The 35 units affordable to families earning up to 15 percent of AMI will receive rent subsidies from the City's Local Operating Subsidy Program (LOSP)⁹ and California's Section 811 Project Rental Assistance Demonstration program.¹⁰ Five of the units will be set aside for adults with developmental disabilities and subsidized by Section 811 funds, and the remaining 30 units will be set aside for homeless families and subsidized by LOSP.¹¹ LOSP subsidies are estimated to equal \$73,772 in FY 2018-19¹², \$225,767 in FY 2019-20 and will increase by 4 percent per year through FY 2032-33.

Project Financing

Construction of the Project is scheduled to begin in June 2017 and is expected to be completed by June 2019. Total estimated costs for development of 113 housing units (not including land acquisition costs) are \$74,406,813, or \$658,467 per unit, including \$44,387,314 in public financing and \$30,019,499 in private financing, as shown in Table 2 below.¹³ MOHCD previously committed \$19,600,000 in gap loan financing and the Citywide Affordable Housing Loan

⁸ 50 percent of the AMI in 2017 for a family of four is \$57,650 as published by MOHCD.

⁹ The Local Operating Subsidy Program is funded by the City's General Fund, subject to annual appropriation by the Board of Supervisors in the Department of Homelessness and Supportive Housing's budget. A future agreement between the project sponsor and the City to allocate LOSP funds to the 210 Taylor Street project will be subject to Board of Supervisors approval.

¹⁰ Funded by the U.S. Department of Housing and Urban Development (HUD) and administered by the California Housing Finance Agency (CalFHA)

¹¹ Section 811 operating funds are committed for 20 years, and LOSP funds are committed for 15 years. According to the MOHCD gap loan terms for the Project, if the subsidies are lost for any of these units, the affordability threshold may be raised from 15 percent of AMI to 50 percent of AMI.

¹² LOSP subsidies for FY 2018-19 would be for four months.

¹³ Including land acquisition costs, total estimated costs for development are \$85,396,970, or \$755,725 per unit.

Committee approved an additional \$3,452,146 in gap loan financing on May 5, 2017 for a total of \$23,052,146. All financing for the Project has been finalized.

Table 2: Sources of Funds for Project

| Source | Amount |
|--|---------------------|
| Public Sources | |
| MOHCD Gap Loan ¹⁴ | \$23,052,146 |
| Accrued Interest on MOHCD Loan | 175,192 |
| Subtotal, MOHCD Sources | 23,227,338 |
| Affordable Housing Program ¹⁵ | 1,875,000 |
| California Department of Housing and Community Development (HCD) ¹⁶ | 19,284,976 |
| Subtotal, Public Sources | 44,387,314 |
| Private Sources | |
| Deferred Developer Fee | 851,048 |
| Private Investor Contributions ¹⁷ | 29,168,451 |
| Subtotal, Private Sources | 30,019,499 |
| Total Sources | \$74,406,813 |

Source: MOHCD

DETAILS OF PROPOSED LEGISLATION

The proposed resolution approves:

- (1) the purchase and sale agreement between the City and Eddy & Taylor Associates, L.P., established by the non-profit organization, Tenderloin Neighborhood Development Corporation (TNDC), for the purchase of the land consisting of 22,343 square feet at 210 Taylor Street for a purchase price of \$10,600,000, and
- (2) a ground lease between the City and Eddy & Taylor Associates, L.P. for 210 Taylor Street for a term of 87 years and one 12-year extension, totaling 99 years.

The proposed resolution also finds that the property purchase and ground lease are consistent with the California Environmental Quality Act (CEQA); and authorizes the Director of Real Estate and Director of the Mayor’s Office of Housing and Community Development to execute

¹⁴ MOHCD Gap Loan includes (a) 19,600,000 previously committed in 2015 plus (b) \$3,452,146 approved by the Citywide Affordable Housing Loan Committee on May 5, 2017. Sources for the gap loan include: (a) the Affordable Housing Trust Fund, (b) the City’s Inclusionary Housing Program, and (c) HUD grant funds through the HOME Investments Partnerships Program.

¹⁵ An Affordable Housing Program (AHP) grant from the Federal Home Loan Bank of San Francisco.

¹⁶ HCD funding includes (a) \$7,000,000 from the Multifamily Housing Program (MHP) plus (b) 12,284,976 from the Affordable Housing and Sustainable Communities Program.

¹⁷ Private Investor Contributions include (a) \$1,148,952 in cash investment plus (b) \$28,019,499 in proceeds from the sale of Federal Low Income Housing Tax Credits for affordable housing projects.

documents, make certain modifications, and take certain actions in furtherance of the property purchase and ground lease.

The property would be used for the construction of 112 affordable housing units and one property manager unit. According to Ms. Sarah Nusser, Senior Project Manager at MOHCD, MOHCD adopted a policy of owning land for affordable housing developments and ground leasing the land to developers in 2011 to ensure the long-term affordability and viability of publicly funded housing (see Policy Consideration Section Below).¹⁸ Under the ground lease, the City would own and control the use of the land, and Eddy & Taylor Associates, L.P. would own any improvements on the land. In the event that the developer falls into default, the City would have the right to “cure the default” or pay the money owed, replace the developer, and ensure the property is still used for affordable housing.

FISCAL IMPACT

Land Acquisition Costs

A valuation analysis conducted by Joseph J. Blake and Associates, Inc. for TNDC in September 2016 valued the land parcel at 210 Taylor Street at \$10,600,000.¹⁹ CBRE, Inc. reviewed the appraisal for the City and found the appraisal to be reasonable.

According to the purchase agreement, MOHCD would forgive a \$5,950,108 acquisition loan²⁰ that it issued in 2007 and \$1,300,000 of the \$1,690,157 in accrued and unpaid interest on that loan (see Policy Consideration Section below) and also provide \$3,349,892 in cash²¹, for a total purchase price of \$10,600,000.

¹⁸ According to Ms. Nusser, this policy was adopted based on the success of the former Redevelopment Agency in using this model.

¹⁹ The valuation was based on the assumption that the parcel would be used for a 153-unit market rate housing development. The valuation assumes 153 units and not 113 units because the property is zoned for 153 units. As mentioned previously, the project was downsized from 153 units to 113 units due to financial feasibility based on low income housing financing sources, which would not impact market rate financing. The valuation was calculated as the estimated number of units (153) multiplied by the estimated value per unit (\$69,500), based on the unit sale prices of comparable properties.

²⁰ The source of funds for the \$5,950,108 acquisition loan was a supplemental appropriation ordinance, which appropriated money from the City’s General Fund to MOHCD for affordable housing (Ordinance 71-06). Any loan repayments (including interest payments) would be re-appropriated for affordable housing through MOHCD’s annual budget process.

²¹ Cash payment would cover the value of the land financed by the LIIF loan.

Table 3: MOHCD land acquisition costs

| Description | Amount |
|---|---------------------|
| Outstanding balance of 2007 acquisition loan (forgiven) | \$5,950,108 |
| Accrued and unpaid interest on 2007 acquisition loan (forgiven) | <u>1,300,000</u> |
| Subtotal, loan and interest | 7,250,108 |
| Cash (to be provided by MOHCD) | 3,349,892 |
| Total | \$10,600,000 |

Source: MOHCD

Eddy & Taylor Associates, L.P. would pay the City's one-time transfer tax estimated to be \$291,500.²² The cash amount of \$3,349,892 to be paid to Eddy & Taylor Associates, L.P. would come from the Inclusionary Affordable Housing Program.²³ According to Mr. Benjamin McCloskey, Deputy Director of Finance and Administration at MOHCD, the unencumbered balance of the Inclusionary Affordable Housing Program is \$130 million (as of April 30, 2017). Mr. McCloskey also states that a cash payment for the purchase of 210 Taylor Street would not impact the affordable housing pipeline, as the payment is already assumed in the affordable housing pipeline as part of the Project's total financing.

Annual Rent Receipts

According to the ground lease terms, Eddy & Taylor Associates, L.P. would pay rent to the City on an annual basis. Annual rent would be equal to 10 percent of the appraised value of the site. Annual rent would be comprised of \$15,000 in base rent (i.e. rent paid each year regardless of rent receipts) and the remaining annual rent balance in residual rent.²⁴ As discussed above, the appraised value of the site is \$10,600,000. Thus, rent for the first year would equal \$1,060,000, including \$15,000 in base rent and \$1,045,000 in residual rent. Annual rent receipts would be re-appropriated for Inclusionary-eligible uses²⁵ through MOHCD's annual budget process.

POLICY CONSIDERATION

MOHCD Policy to Acquire Sites for Affordable Housing Development

MOHCD adopted a policy in 2011 to acquire sites to develop affordable housing, and ground lease these sites to affordable housing developers. As noted in the attached memorandum from Mr. Olson Lee, MOHCD Director, MOHCD adopted this model to ensure the long-term affordability and viability of publicly-funded housing.

MOHCD's underwriting guidelines to provide loans to non-profit organizations to develop affordable housing provide for loans with terms of 40 years to 75 years (typically 55 years), at

²² Equal to the transfer tax rate of 2.75 percent times the purchase price of \$10,600,000.

²³ The Inclusionary Affordable Housing Program—established by Section 415 of the City's Planning Code—requires residential developments with at least ten units to either: (a) pay an Affordable Housing Fee; or (b) provide a certain percentage of their units as affordable to low- to moderate-income households.

²⁴ Residual rent would be paid out of funds that remain once all other expenses and debt are paid.

²⁵ "Inclusionary-eligible" uses include new multi-family affordable housing projects.

interest rates ranging from 0 percent to 3 percent simple interest. According to the underwriting guidelines, unpaid principal and interest on the loans is deferred during the term of the loan and payable at the end of the term.

Based on MOHCD's 2011 site acquisition policy, MOHCD now proposes to purchase 210 Taylor Street and enter into a ground lease with Eddy & Taylor Associates, L.P. MOHCD will forgive \$7,250,108 in loan principal and interest (see Table 3 above) as a source of payment toward the \$10,600,000 purchase price for 210 Taylor Street. According to Mr. Olson, since 2011 MOHCD has provided acquisition financing to affordable housing developers with the understanding that the principal and interest would be considered paid upon the conveyance of the land to the City.

RECOMMENDATION

Approve the proposed resolution

Mayor's Office of Housing and Community Development
City and County of San Francisco

Attachment



Edwin M. Lee
Mayor

Olson Lee
Director

To: Severin Campbell, Director, Budget & Legislative Analyst's Office

From: Olson Lee, Director, Mayor's Office of Housing and Community Development *OL*

Re: MOHCD Acquisition Loan Policy

Date: May 11, 2017

In the past, MOHCD did not have a policy of owning land and ground leasing it to affordable housing developers for the development and ownership of affordable housing projects.

Starting in 2011, based on the success of the former Redevelopment Agency, MOHCD adopted this model to ensure the long-term affordability and viability of publicly funded housing. Ground leases allow the City to restrict the use of the land for a term up to 99 years.

Since 2011, MOHCD has provided acquisition financing to affordable housing developers with the understanding that the principal and accrued interest would be considered paid upon the conveyance of the land to the City.

A recent example of this approach can be found in the transfer of land at 1036 Mission (an affordable housing development currently under construction) to the City in 2016. Acquisition financing for the 1036 Mission land parcel was made to the developer from the Redevelopment Agency in 2007. Because the Agency had a ground leasing policy, the repayment terms of that acquisition loan were as such:

3.5 Repayment of Principal and Interest. The outstanding principal balance of the ^{Attachment} Loan, together with all accrued and unpaid interest will be due and payable on the Maturity Date according to the terms set forth in full in the Note. Upon the latest to occur of the following events, the Funding Amount shall be reduced by the principal balance of the Loan equal to the Acquisition Funds, together with the interest accrued on that portion of the Loan:

a. The City's approval of the conveyance documents evidencing the conveyance of Borrower's fee interest in the Site to the Agency, less the improvements;

b. The City's approval of the ground lease and ancillary documents between the Agency and the City evidencing Borrower's ground lease of the Site (the "Agency's Ground Lease");

c. The execution and recordation of a new deed of trust approved by the City encumbering the Borrower's leasehold interest in the Site and its fee interest in the improvements; and

d. The execution and if requested by the City, the recordation, of any other document reasonably required by the City to evidence Borrower's obligation to repay the reduced Funding Amount.

AGREEMENT OF PURCHASE AND SALE FOR REAL ESTATE

by and between

EDDY & TAYLOR ASSOCIATES, L.P.,
a California limited partnership,
as Seller

and

CITY AND COUNTY OF SAN FRANCISCO,
as Buyer

For the purchase and sale of

210 Taylor Street
San Francisco, California

_____, 2017

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AGREEMENT OF PURCHASE AND SALE FOR REAL ESTATE
(210 Taylor Street, San Francisco)

THIS AGREEMENT OF PURCHASE AND SALE FOR REAL ESTATE (this "Agreement") dated for reference purposes only as of _____, 2017 is by and between EDDY & TAYLOR ASSOCIATES, L.P., a California limited partnership ("Seller"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Buyer" or "City").

IN CONSIDERATION of the payments and the respective agreements contained herein below, Seller and City agree as follows:

1. PURCHASE AND SALE

1.1. Property Included in Sale

Seller agrees to sell and convey to City, and City agrees to purchase from Seller, subject to the terms, covenants and conditions hereinafter set forth, the following:

(a) the real property consisting of approximately .51 acres of land, located in the City and County of San Francisco, commonly known as 210 Taylor Street and more particularly described in Exhibit A attached h hereto (the "Land");

(b) all improvements and fixtures located on the Land (collectively, the "Improvements");

(c) any and all rights, privileges, and easements incidental or appurtenant to the Land or Improvements, including, without limitation, any and all minerals, oil, gas and other hydrocarbon substances on and under the Land, as well as any and all development rights, air rights, water, water rights, riparian rights and water stock relating to the Land, and any and all easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land or Improvements, and any and all of Seller's right, title and interest in and to all roads and alleys adjoining or servicing the Land or Improvements (collectively, the "Appurtenances");

All of the items referred to in Subsections (a), (b), and (c) are collectively referred to as the "Property."

2. PURCHASE PRICE

2.1. Purchase Price

The total purchase price for the Property is Ten Million Six Hundred Thousand Dollars (\$10,600,000) (the "Purchase Price").

2.2. Payment

On the Closing Date (as defined in Section 6.2 [Closing Date]), City shall pay the Purchase Price, adjusted pursuant to the provisions of Article 7 [Expenses and Taxes], as follows: (a) a credit in the amount of Five Million Nine Hundred Fifty Thousand One Hundred Eight Dollars (\$5,950,108), representing the outstanding amount as of the Effective Date of that certain loan between City and Eddy & Taylor Associates, L.P., dated as of _____ (the "City Loan"); (b) a credit in the amount of One Million Three Hundred Thousand Dollars (\$1,300,000) representing outstanding accrued and unpaid interest on the City Loan; and (c) cash in the amount of Three Million Three Hundred Forty Nine Thousand Eight Hundred Ninety Two Dollars (\$3,349,892). On the Closing Date, City shall reconvey that certain "City Deed of Trust" dated as of November 1, 2007 and recorded with the San Francisco Assessor-Recorder's Office

as document number 2008-I520181-00 to the Seller (the "City Deed of Trust"), and mark the City Loan promissory note (the "City Note") as being paid in full and return the cancelled City Note to Seller.

Seller acknowledges and agrees that if Seller fails at Closing to deliver to City the documents required under Sections 6.3(a)-(g) [Seller's Delivery of Documents], City may be required to withhold a portion of the Purchase Price pursuant to Section 1445 of the United States Internal Revenue Code of 1986, as amended (the "Federal Tax Code"), or Section 18662 of the California Revenue and Taxation Code (the "State Tax Code"). Any amount properly so withheld by City shall be deemed to have been paid by City as part of the Purchase Price, and Seller's obligation to consummate the transaction contemplated herein shall not be excused or otherwise affected thereby.

2.3. Funds

All payments made by any party hereto shall be in legal tender of the United States of America, paid by Controller's warrant or in cash or by wire transfer of immediately available funds to Title Company (as defined below), as escrow agent.

3. TITLE TO THE PROPERTY

3.1. Conveyance of Title to the Property

At the Closing Seller shall convey to City, or its nominee, marketable and insurable fee simple title to the Land, the Improvements and the Appurtenances, by duly executed and acknowledged grant deed in the form attached hereto as Exhibit C (the "Deed"), subject to the Accepted Conditions of Title (as defined in Section 4.1(a)(iii) [City's Conditions to Closing]).

3.2. Title Insurance

Delivery of title in accordance with the preceding Section shall be evidenced by the commitment of Old Republic Title Insurance Company (the "Title Company") to issue to City an ALTA extended coverage owner's policy of title insurance (Form ALTA 2006) (the "Title Policy") in the amount of the Purchase Price, insuring fee simple title to the Land, the Appurtenances and the Improvements in City free of the liens of any and all deeds of trust, mortgages, assignments of rents, financing statements, rights of tenants or other occupants, and all other exceptions, liens and encumbrances except solely for the Accepted Conditions of Title pursuant to Section 4.1(a) below. The Title Policy shall provide full coverage against mechanics' and materialmen's liens arising out of the construction, repair or alteration of any of the Property and shall contain such special endorsements as City may reasonably request.

3.3. Due Diligence and Time for Satisfaction of Conditions

City has been given or will be given before the end of the Due Diligence Period (as defined below), a full opportunity to investigate the Property, either independently or through agents of City's own choosing, including, without limitation, the opportunity to conduct such appraisals, inspections, tests, audits, verifications, inventories, investigations and other due diligence regarding the economic, physical, environmental, title and legal conditions of the Property as City deems fit, as well as the suitability of the Property for City's intended uses. City and its Agents may commence due diligence investigations on the Property on or after the date this Agreement is executed by both parties hereto. The period for completion of all such investigations shall expire on April 15, 2017 (the "Due Diligence Period"), subject to the terms and conditions provided hereinbelow. Seller agrees to deliver to City all of the Documents and other items described in Sections 5.1(d) within three (3) days after the date hereof, provided that if Seller fails to do so, then the expiration of the Due Diligence Period shall be extended by the

number of days after the end of such 3-day delivery period that Seller delivers all such items to City.

4. ENTRY

During the Due Diligence Period and at all times prior to the Closing Date Seller shall afford City and its Agents reasonable access to the Property for the purposes of satisfying City with respect to the representations, warranties and covenants of Seller contained herein and the satisfaction of the Conditions Precedent including, without limitation, the drilling of test wells and the taking of soil borings. City hereby agrees to indemnify and hold Seller harmless from any damage or injury to persons or property caused by the active negligence or willful misconduct of City or its Agents during any such entries onto the Property prior to the Closing, except to the extent such damage or injury is caused by the acts or omissions of Seller or any of its Agents. The foregoing Indemnity shall not include any claims resulting from the discovery or disclosure of pre-existing environmental conditions or the non-negligent aggravation of pre-existing environmental conditions on, in, under or about the Property, including the Improvements. In the event this Agreement is terminated for any reason other than Seller's default hereunder, City shall restore the Property to substantially the condition it was found subject to applicable laws. This indemnity shall survive the termination of this Agreement or the Closing, as applicable, provided that Seller must give notice of any claim it may have against City under such indemnity (i) within six (6) months of such termination if the claim is brought by a third party against Seller or (ii) within three (3) months of such termination or the Closing Date, as applicable, if the claim involves damage to Seller's Property or any other claim not brought by a third party against the Seller.

4.1. City's Conditions to Closing

The following are conditions precedent to City's obligation to purchase the Property (collectively, "Conditions Precedent"):

(a) City shall have reviewed and approved title to the Property, as follows:

(i) Within seven (7) days after the date City and Seller execute this Agreement, Seller shall deliver to City a current extended coverage preliminary report on the Real Property, issued by Title Company, accompanied by copies of all documents referred to in the report (collectively, the "Preliminary Report");

(ii) Within the period referred to in clause (i) above, Seller shall deliver to Buyer copies of any existing or proposed easements, covenants, restrictions, agreements or other documents that affect the Property, and are not disclosed by the Preliminary Report; and

(iii) City may at its option arrange for a survey of the Real Property and Improvements prepared by a licensed surveyor (the "Survey"). Such survey shall be acceptable to, and certified to, City and Title Company and in sufficient detail to provide the basis for and the Title Policy without boundary, encroachment or survey exceptions.

City shall advise Seller, prior to the end of the Due Diligence period, what exceptions to title, if any, City is willing to accept (the "Accepted Conditions of Title"). City's failure to so advise Seller within such period shall be deemed disapproval of title. Seller shall have ten (10) days after receipt of City's notice of any objections to title to give City: (A) evidence satisfactory to City of the removal of all objectionable exceptions from title or that such exceptions will be removed or cured on or before the Closing; or (B) notice that Seller elects not to cause such exceptions to be removed. If Seller gives notice under clause (B), City shall have ten (10) business days to elect to proceed with the purchase or terminate this Agreement. If City shall fail

to give Seller notice of its election within such ten (10) days, City shall be deemed to have elected to terminate this Agreement. If Seller gives notice pursuant to clause (A) and fails to remove any such objectionable exceptions from title prior to the Closing Date, and City is unwilling to take title subject thereto, Seller shall be in default hereunder and City shall have the rights and remedies provided herein or at law or in equity.

(b) City's review and approval, within the Due Diligence Period, of the physical and environmental conditions of the Property, including, without limitation, structural, mechanical, electrical and other physical conditions of the Property. Such review may include an examination for the presence or absence of any Hazardous Material (as defined in Section 8.1(l)).

(c) City's review and approval, within the Due Diligence Period, of the compliance of the Property with all applicable laws, regulations, permits and approvals.

(d) City's review and approval, within the Due Diligence Period, of (i) the following documents, all to the extent such documents exist and are either in the possession or control of Seller or may be obtained by Seller through the exercise of commercially reasonable efforts: structural calculations for the Improvements; site plans; certified copies of the as-built plans and specifications for the Improvements; recent inspection reports by Seller's engineers; service contracts; utility contracts; maintenance contracts; employment contracts, management contracts; brokerage and leasing commission agreements which may continue after Closing; certificates of occupancy; presently effective warranties or guaranties received by Seller from any contractors, subcontractors, suppliers or materialmen in connection with any construction, repair or alteration of the Improvements or any tenant improvements; insurance policies, insurance certificates of tenants, and reports of insurance carriers insuring the Property and each portion thereof respecting the claims history of the Property; environmental reports, studies, surveys, tests and assessments; soils and geotechnical reports; and any other contracts or documents of significance to the Property (collectively, the "Documents"); and (ii) such other information relating to the Property that is specifically requested by City of Seller in writing during the Due Diligence Period (collectively, the "Other Information").

(e) Seller shall not be in default in the performance of any covenant or agreement to be performed by Seller under this Agreement, and all of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date. At the Closing Seller shall deliver to City a certificate certifying that each of Seller's representations and warranties contained in Section 8.1 [Representations and Warranties of Seller] below are true and correct as of the Closing Date.

(f) The physical condition of the Property shall be substantially the same on the Closing Date as on the date of City's execution of this Agreement, reasonable wear and tear and loss by casualty excepted (subject to the provisions of Section 9.1 [Risk of Loss]), and, as of the Closing Date, there shall be no litigation or administrative agency or other governmental proceeding, pending or threatened, which after the Closing would materially adversely affect the value of the Property or the ability of City to operate the Property for its intended use, and no proceedings shall be pending or threatened which could or would cause the change, redesignation or other modification of the zoning classification of, or of any building or environmental code requirements applicable to, any of the Property.

(g) Title Company shall be committed at the Closing to issue to City, or its nominee, (i) the Title Policy as provided in Section 3.2 [Title Insurance].

(h) The City's Mayor and the Board of Supervisors, in the respective sole discretion of each, shall have enacted a resolution approving, adopting and authorizing this Agreement and the transactions on or before April 15, 2017.

(i) Seller shall have delivered the items described in Section 6.3 below [Seller's Delivery of Documents] on or before the Closing.

The Conditions Precedent contained in the foregoing Subsections (a) through (i) are solely for the benefit of City. If any Condition Precedent is not satisfied, City shall have the right in its sole discretion either to waive in writing the Condition Precedent in question and proceed with the purchase or, in the alternative, terminate this Agreement, provided that the Conditions Precedent described in item (h) above may not be waived. The waiver of any Condition Precedent shall not relieve Seller of any liability or obligation with respect to any representation, warranty, covenant or agreement of Seller. If City shall not have approved or waived in writing all of the Conditions Precedent in items (a) through (i) by the end of the Due Diligence Period, then this Agreement shall automatically terminate. In addition, the Closing Date may be extended, at City's option, for a reasonable period of time specified by City, to allow such Conditions Precedent to be satisfied, subject to City's further right to terminate this Agreement upon the expiration of the period of any such extension if all such Conditions Precedent have not been satisfied.

In the event the sale of the Property is not consummated because of a default under this Agreement on the part of Seller or if a Condition Precedent cannot be fulfilled because Seller frustrated such fulfillment by some affirmative act or negligent omission, City may, at its sole election, either (1) terminate this Agreement by delivery of notice of termination to Seller, whereupon Seller shall pay to City any title, escrow, legal and inspection fees incurred by City and any other expenses incurred by City in connection with the performance of its due diligence review of the Property, and neither party shall have any further rights or obligations hereunder, or (2) continue this Agreement pending City's action for specific performance and/or damages hereunder, including, without limitation, City's costs and expenses incurred hereunder.

4.2. Cooperation with City

Seller shall cooperate with City and do all acts as may be reasonably requested by City with regard to the fulfillment of any Conditions Precedent including, without limitation, execution of any documents, applications or permits, but Seller's representations and warranties to City shall not be affected or released by City's waiver or fulfillment of any Condition Precedent. Seller hereby irrevocably authorizes City and its Agents to make all inquiries with and applications to any person or entity, including, without limitation, any regulatory authority with jurisdiction as City may reasonably require to complete its due diligence investigations.

4.3 Seller's Conditions to Closing

The following are conditions precedent to Seller's obligation to sell the Property (collectively, "Seller Conditions Precedent"):

(a) City and Seller shall have executed a ground lease for the Land, allowing Seller to construct, own and operate an affordable housing development on the Land (the "Ground Lease"); and

(b) City shall have delivered the items described in Section 6.4 below [City's Delivery of Documents] on or before the Closing ("Seller Conditions Precedent").

5. ESCROW AND CLOSING

5.1. Opening of Escrow

On or before the Effective Date (as defined in Article 11 [General Provisions]), the parties shall open escrow by depositing an executed counterpart of this Agreement with Title Company, and this Agreement shall serve as instructions to Title Company as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and City agree to execute such additional or supplementary instructions as may be appropriate to enable the escrow holder to comply with the terms of this Agreement and close the transaction; provided, however, that in the event of any conflict between the provisions of this Agreement and any additional supplementary instructions, the terms of this Agreement shall control.

5.2. Closing Date

The consummation of the purchase and sale contemplated hereby (the "Closing") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at the offices of Title Company located at 275 Battery Street, Suite 1500, San Francisco, California 94111, on _____, 2017, or on such earlier date as City and Seller may mutually agree (the "Closing Date"), subject to the provisions of Article 5 [Conditions Precedent]. The Closing shall occur no later than 10:00 A.M. on the Closing Date. The Closing Date may not be extended without the prior written approval of both Seller and City, except as otherwise expressly provided in this Agreement. In the event the Closing does not occur on or before the Closing Date, Title Company shall, unless it is notified by both parties to the contrary within five (5) days after the Closing Date, return to the depositor thereof items which may have been deposited hereunder. Any such return shall not, however, limit the provisions hereof or otherwise relieve either party hereto of any liability it may have for its wrongful failure to close.

5.3. Seller's Delivery of Documents

At or before the Closing, Seller shall deliver to City through escrow, the following:

- (a) a duly executed and acknowledged Deed;
- (b) originals of the Document and any other items relating to the ownership or operation of the Property not previously delivered to City;
- (c) a properly executed affidavit pursuant to Section 1445(b)(2) of the Federal Tax Code in the form attached hereto as Exhibit H, and on which City is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Tax Code;
- (d) a properly executed California Franchise Tax Board Form 590 certifying that Seller is a California resident if Seller is an individual or Seller has a permanent place of business in California or is qualified to do business in California if Seller is a corporation or other evidence satisfactory to City that Seller is exempt from the withholding requirements of Section 18662 of the State Tax Code;
- (e) such resolutions, authorizations, or other partnership documents or agreements relating to Seller and its partners as City or the Title Company may reasonably require to demonstrate the authority of Seller to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of Seller to act for and bind Seller;
- (f) closing statement in form and content satisfactory to City and Seller;

(g) the duly executed certificate regarding the continued accuracy of Seller's representations and warranties as required by Section 5.1(e) hereof; and

(h) a duly executed Ground Lease and a duly executed and acknowledged Memorandum of Ground Lease.

5.4. City's Delivery of Documents and Funds

At or before the Closing, City shall deliver to Seller through escrow the following:

- (a) an acceptance of the Deed executed by City's Director of Property;
- (b) a closing statement in form and content satisfactory to City and Seller
- (c) the reconveyance of the City Deed of Trust and cancelled City Note; and
- (d) a duly executed Ground Lease and a duly executed and acknowledged Memorandum of Ground Lease.

5.5. Other Documents

Seller and City shall each deposit such other instruments as are reasonably required by Title Company as escrow holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof, including, without limitation, an agreement (the "Designation Agreement") designating Title Company as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Federal Tax Code and the regulations promulgated thereunder, and executed by Seller, City and Title Company. The Designation Agreement shall be substantially in the form attached hereto as Exhibit I and, in any event, shall comply with the requirements of Section 6045(e) of the Federal Tax Code and the regulations promulgated thereunder.

6. EXPENSES AND TAXES

6.1. Apportionments

The following are to be apportioned through escrow as of the Closing Date:

(a) Utility Charges

Seller shall cause all the utility meters to be read on the Closing Date, and will be responsible for the cost of all utilities used prior to the Closing Date. All utility deposits paid by Seller shall remain the property of Seller and City shall reasonably cooperate to cause such deposits to be returned to Seller to the extent Seller is entitled thereto.

(b) Other Apportionments

Amounts payable under any contracts assumed pursuant hereto, annual or periodic permit or inspection fees (calculated on the basis of the period covered), and liability for other normal Property operation and maintenance expenses and other recurring costs shall be apportioned as of the Closing Date.

6.2. Closing Costs

City shall pay the cost of the Survey, the premium for the Title Policy and the cost of the endorsements thereto, and escrow and recording fees. Seller shall pay the cost of any transfer taxes applicable to the sale. Seller shall be responsible for all costs incurred in connection with

the prepayment or satisfaction of any loan, bond or other indebtedness secured by the Property including, without limitation, any prepayment fees, penalties or charges. Any other costs and charges of the escrow for the sale not otherwise provided for in this Section or elsewhere in this Agreement shall be allocated in accordance with the closing customs for San Francisco County, as determined by Title Company.

6.3. Real Estate Taxes and Special Assessments

General real estate taxes payable for the tax year prior to year of Closing and all prior years shall be paid by Seller at or before the Closing. General real estate taxes payable for the tax year of the Closing shall be prorated through escrow by Seller and City as of the Closing Date. At or before the Closing, Seller shall pay the full amount of any special assessments against the Property, including, without limitation, interest payable thereon, applicable to the period prior the Closing Date.

6.4. Post-Closing Reconciliation

If any of the foregoing prorations cannot be calculated accurately on the Closing Date, then they shall be calculated as soon after the Closing Date as feasible. Either party owing the other party a sum of money based on such subsequent prorations shall promptly pay such sum to the other party.

6.5. Survival

The provisions of this Section shall survive the Closing.

7. REPRESENTATIONS AND WARRANTIES

7.1. Representations and Warranties of Seller

Seller represents and warrants to and covenants with City as follows:

(a) To the best of Seller's knowledge, there are now, and at the time of the Closing will be, no material physical or mechanical defects of the Property, and no violations of any laws, rules or regulations applicable to the Property, including, without limitation, any earthquake, life safety and handicap laws (including, but not limited to, the Americans with Disabilities Act).

(b) The Documents and Other Information furnished to City are all of the relevant documents and information pertaining to the condition and operation of the Property to the extent available to Seller, and are and at the time of Closing will be true, correct and complete copies of such documents.

(c) No document or instrument furnished or to be furnished by the Seller to the City in connection with this Agreement contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made provided however that for any documents or instruments furnished by Seller that were prepared by a third party, such representation shall only be to the best of Seller's knowledge.

(d) Seller does not have knowledge of any condemnation, either instituted or planned to be instituted by any governmental or quasi-governmental agency other than City, which could detrimentally affect the use, operation or value of the Property.

(e) There are no easements or rights of way which have been acquired by prescription or which are otherwise not of record with respect to the Property, and there are no

easements, rights of way, permits, licenses or other forms of agreement which afford third parties the right to traverse any portion of the Property to gain access to other real property. There are no disputes with regard to the location of any fence or other monument of the Property's boundary nor any claims or actions involving the location of any fence or boundary. [are there any utilities installed to the property lines now?]

(f) There is no litigation pending or, after due and diligent inquiry, to the best of Seller's knowledge, threatened, against Seller or any basis therefor that arises out of the ownership of the Property or that might detrimentally affect the use or operation of the Property for its intended purpose or the value of the Property or the ability of Seller to perform its obligations under this Agreement.

(g) Seller is the legal and equitable owner of the Property, with full right to convey the same, and without limiting the generality of the foregoing, Seller has not granted any option or right of first refusal or first opportunity to any third party to acquire any interest in any of the Property.

(h) Seller is a California limited partnership duly organized and validly existing under the laws of the State of California and is in good standing under the laws of the State of California; this Agreement and all documents executed by Seller which are to be delivered to City at the Closing are, or at the Closing will be, duly authorized, executed and delivered by Seller, are, or at the Closing will be, legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, are, and at the Closing will be, sufficient to convey good and marketable title (if they purport to do so), and do not, and at the Closing will not, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(i) Seller represents and warrants to City that it has not been suspended, disciplined or disbarred by, or prohibited from contracting with, any federal, state or local governmental agency. In the event Seller has been so suspended, disbarred, disciplined or prohibited from contracting with any governmental agency, it shall immediately notify the City of same and the reasons therefore together with any relevant facts or information requested by City. Any such suspension, debarment, discipline or prohibition may result in the termination or suspension of this Agreement.

(j) Seller knows of no facts nor has Seller failed to disclose any fact that would prevent City from using and operating the Property after Closing in the normal manner in which it is intended.

(k) Seller hereby represents and warrants to and covenants with City that, **except as described in the reports listed on Schedule 1 attached hereto and incorporated herein ("Seller's Environmental Disclosure")**, the following statements are true and correct and will be true and correct as of the Closing Date: (i) neither the Property nor to the best of Seller's knowledge any real estate in the vicinity of the Property is in violation of any Environmental Laws; (ii) the Property is not now, nor to the best of Seller's knowledge has it ever been, used in any manner for the manufacture, use, storage, discharge, deposit, transportation or disposal of any Hazardous Material; (iii) there has been no release and there is no threatened release of any Hazardous Material in, on, under or about the Property during the time Seller has owned the Property; (iv) there have not been and there are not now any underground storage tanks, septic tanks or wells or any aboveground storage tanks at any time used to store Hazardous Material located in, on or under the Property, or if there have been or are any such tanks or wells located on the Property, their location, type, age and content has been specifically identified in Seller's Environmental Disclosure, they have been properly registered with all appropriate authorities, they are in full compliance with all applicable statutes,

ordinances and regulations, and they have not resulted in the release or threatened release of any Hazardous Material into the environment; (v) the Property does not consist of any landfill or of any building materials that contain Hazardous Material; and (vi) the Property is not subject to any claim by any governmental regulatory agency or third party related to the release or threatened release of any Hazardous Material, and, to the best of Seller's knowledge, there is no inquiry by any governmental agency (including, without limitation, the California Department of Toxic Substances Control or the Regional Water Quality Control Board) with respect to the presence of Hazardous Material in, on, under or about the Property, or the migration of Hazardous Material from or to other property. As used herein, the following terms shall have the meanings below:

(i) "Environmental Laws" shall mean any present or future federal, state or local laws, ordinances, regulations or policies relating to Hazardous Material (including, without limitation, their use, handling, transportation, production, disposal, discharge or storage) or to health and safety, industrial hygiene or environmental conditions in, on, under or about the Property, including, without limitation, soil, air and groundwater conditions.

(ii) "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Section 9601 et seq.) or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of the Improvements or are naturally occurring substances on or about the Property; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids; and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. Section 3011 et seq.

(iii) "Release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any of the improvements, or in, on, under or about the Property. Release shall include, without limitation, "release" as defined in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601).

(l) **There are now, and at the time of Closing will be, no leases or other occupancy agreements affecting any of the Property.** At the time of Closing there will be no outstanding written or oral contracts made by Seller for any of the Improvements that have not been fully paid for and Seller shall cause to be discharged all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property prior to the time of Closing. There are no obligations in connection with the Property which will be binding upon City after Closing except for matters which are set forth in the Preliminary Report.

(m) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Tax Code.

7.2. Indemnity

Seller, on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend and hold harmless City, its Agents and their respective successors and assigns, from and against any and all liabilities, claims, demands, damages, liens, costs, penalties, losses and

expenses, including, without limitation, reasonable attorneys' and consultants' fees, resulting from any misrepresentation or breach of warranty or breach of covenant made by Seller in this Agreement or in any document, certificate, or exhibit given or delivered to City pursuant to or in connection with this Agreement. The foregoing indemnity includes, without limitation, costs incurred in connection with the investigation of site conditions and all activities required to locate, assess, evaluate, remediate, cleanup, remove, contain, treat, stabilize, monitor or otherwise control any Hazardous Material. The indemnification provisions of this Section shall survive beyond the Closing, or, if title is not transferred pursuant to this Agreement, beyond any termination of this Agreement.

8. RISK OF LOSS AND POSSESSION

8.1. Risk of Loss

If any of the Property is damaged or destroyed prior to the Closing Date, or if condemnation proceedings are commenced against any of the Property, then the rights and obligations of Seller and City hereunder shall be as follows:

(a) If such damage or destruction is fully covered by Seller's insurance except for the deductible amount thereunder, and the insurer agrees to timely pay for the entire cost of such repair, and such damage or destruction would cost less than One Hundred Thousand Dollars (\$100,000) (the "Threshold Damage Amount") to repair or restore, then this Agreement shall remain in full force and effect and City shall acquire the Property upon the terms and conditions set forth herein. In such event, City shall receive a credit against the Purchase Price equal to such deductible amount, and Seller shall assign to City at Closing all of Seller's right, title and interest in and to all proceeds of insurance on account of such damage or destruction pursuant to an instrument satisfactory to City.

(b) If such damage or destruction is not fully covered by Seller's insurance, other than the deductible amount, and would cost less than the Threshold Damage Amount to repair or restore, then the transaction contemplated by this Agreement shall be consummated with City receiving a credit against the Purchase Price at the Closing in an amount reasonably determined by Seller and City (after consultation with unaffiliated experts) to be the cost of repairing such damage or destruction.

(c) If the cost of such damage or destruction would equal or exceed the Threshold Damage Amount, or if condemnation proceedings are commenced against any of the Property, then, City shall have the right, at its election, either to terminate this Agreement in its entirety, or only as to that portion of the Property damaged or destroyed or subject to condemnation proceedings (in which case there shall be an equitable adjustment to the Purchase Price), or to not terminate this Agreement and purchase the Property (or the portion not damaged or affected by condemnation, as the case may be). City shall have thirty (30) days after Seller notifies City that an event described in this Subsection (c) has occurred to make such election by delivery to Seller of an election notice. City's failure to deliver such notice within such thirty (30)-day period shall be deemed City's election to terminate this Agreement in its entirety. If this Agreement is terminated in its entirety or in part pursuant to this Subsection (c) by City's delivery of notice of termination to Seller, then City and Seller shall each be released from all obligations hereunder pertaining to that portion of the Property affected by such termination. If City elects not to terminate this Agreement, Seller shall notify City of Seller's intention to repair such damage or destruction, in which case this Agreement shall remain in full force and effect, or notify City of Seller's intention to give City a credit against the Purchase Price at the Closing in the amount reasonably determined by City and Seller (after consultation with unaffiliated experts) to be the cost of repairing such damage or destruction and, in the event of a result of such condemnation proceeding, the value of any Property taken as a result of such proceeding, in which case this Agreement shall otherwise remain in full force and effect, and Seller shall be

entitled to any proceeds of insurance or condemnation awards. Any repairs elected to be made by Seller pursuant to this Subsection shall be made within one hundred eighty (180) days following such damage or destruction and the Closing shall be extended until the repairs are substantially completed. As used in this Section, the cost to repair or restore shall include the cost of lost rental revenue, including additional rent and base rent.

8.2. Possession

Possession of the Property shall be delivered to City on the Closing Date.

9. MAINTENANCE; CONSENT TO NEW CONTRACTS

9.1. Maintenance of the Property by Seller

Between the date of Seller's execution of this Agreement and the Closing, Seller shall maintain the Property in good order, condition and repair, reasonable wear and tear excepted, and shall make all repairs, maintenance and replacements of the Improvements and otherwise operate the Property in the same manner as before the making of this Agreement, as if Seller were retaining the Property.

9.2. City's Consent to New Contracts Affecting the Property; Termination of Existing Contracts

After the [date the Director of Property submits legislation for approval by City's Board of Supervisors of this Agreement/the Effective Date], Seller shall not enter into any Lease or contract, or any amendment thereof, or permit any tenant of the Property to enter into any sublease, assignment or agreement pertaining to the Property, without in each instance obtaining City's prior written consent thereto. City agrees that it shall not unreasonably withhold or delay any such consent. Except for any agreements related to the development of the Project (which will not be assumed by the City but will affect the Seller's leasehold interest in the Property), Seller shall terminate prior to the Closing, at no cost or expense to City, any and all management agreements affecting the Property that City does not agree in writing prior to the Closing to assume.

10. GENERAL PROVISIONS

10.1. Notices

Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, against receipt, (ii) one (1) day after being deposited with a reliable overnight courier service, or (iii) two (2) days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

City: Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property
Re: 168-186 Eddy Street
Facsimile No.: (415) 552-9216

with copy to: Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682
Attn: Real Estate/Finance Team
Re: 168-186 Eddy Street
Facsimile No.: (415) 554-4757

Seller: Eddy & Taylor Associates, L.P.
201 Eddy Street
San Francisco, CA 94102
Re: 168-186 Eddy Street
Facsimile No.: (415) 776-3952

With a copy to: Mayor's Office of Housing and Community
Development
1 South Van Ness, 5th Floor
San Francisco, CA 94103
Re: 168-186 Eddy Street
Facsimile No.: (415) 702-5501

or to such other address as either party may from time to time specify in writing to the other upon five (5) days prior written notice in the manner provided above. For convenience of the parties, copies of notices may also be given by telefacsimile, to the telephone number listed above, or such other numbers as may be provided from time to time. However, neither party may give official or binding notice by facsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile copy of the notice.

10.2. Brokers and Finders

Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes his or her claim shall be responsible for such commission or fee and shall indemnify and hold harmless the other party from all claims, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the indemnified party in defending against the same. The provisions of this Section shall survive the Closing.

10.3. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

10.4. Amendments

Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by City and Seller.

10.5. Continuation and Survival of Representations and Warranties

All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Closing, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Closing, or, to the extent the context requires, beyond any termination of this Agreement. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in conjunction with the transaction contemplated hereby shall constitute representations and warranties hereunder.

10.6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.7. Merger of Prior Agreements

The parties intend that this Agreement (including all of the attached exhibits and schedules, which are incorporated into this Agreement by reference) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including, without limitation, prior drafts or changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

10.8. Parties and Their Agents; Approvals

The term "Seller" as used herein shall include the plural as well as the singular. If there is more than one (1) Seller, then the obligations under this Agreement imposed on Seller shall be joint and several. As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors and representatives of such party. All approvals, consents or other determinations permitted or required by City hereunder shall be made by or through City's Director of Property unless otherwise provided herein, subject to applicable law.

10.9. Interpretation of Agreement

The article, section and other headings of this Agreement and the table of contents are for convenience of reference only and shall not affect the meaning or interpretation of any provision contained herein. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa, and each gender reference shall be deemed to include the other and the neuter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.

10.10. Attorneys' Fees

In the event that either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the non-prevailing party in such dispute, as the case may be, shall pay the prevailing party reasonable attorneys' and experts' fees and costs, and all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For purposes of this Agreement, reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term "costs" shall mean the costs and expenses of counsel to the parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

10.11. Sunshine Ordinance

Seller understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov. Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to the City hereunder public records subject to public disclosure. Seller hereby acknowledges that the City may disclose any records, information and materials submitted to the City in connection with this Agreement.

10.12. Conflicts of Interest

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

10.13. Notification of Limitations on Contributions

Through its execution of this Agreement, Seller acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Seller acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Seller further acknowledges that the prohibition on contributions applies to each Seller; each member of Seller's board of directors, and Seller's chief executive officer, chief financial officer and chief

operating officer; any person with an ownership interest of more than twenty percent (20%) in Seller; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Seller. Additionally, Seller acknowledges that Seller must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Seller further agrees to provide to City the names of each person, entity or committee described above.

10.14. Non-Liability of City Officials, Employees and Agents

Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee or agent of City shall be personally liable to Seller, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Seller, its successors and assigns, or for any obligation of City under this Agreement.

10.15. Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

10.16. Effective Date

As used herein, the term "Effective Date" shall mean the date on which the City's Board of Supervisors and Mayor enact a resolution approving and authorizing this Agreement and the transactions contemplated hereby, following execution of this Agreement by both parties.

10.17. Severability

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.

10.18. Agreement Not to Market Prior to Effective Date

Seller agrees that unless and until this Agreement terminates pursuant to its terms, Seller shall not negotiate with any other parties pertaining to the sale of the Property and shall not market the Property to third parties.

10.19. Acceptance of Agreement by Seller

This Agreement shall be null and void unless Seller accepts it and returns to City four (4) fully executed counterparts hereof on or before 5:00 p.m. San Francisco Time on July 1, 2017.

10.20. Cooperative Drafting

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

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SELLER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT

UNLESS AND UNTIL APPROPRIATE LEGISLATION OF CITY'S BOARD OF SUPERVISORS SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH LEGISLATION, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY'S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH LEGISLATION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

[SIGNATURES ON FOLLOWING PAGES]

The parties have duly executed this Agreement as of the respective dates written below.

SELLER:

EDDY & TAYOR ASSOCIATES, L.P.,
a California Limited Partnership

By: E&T Housing GP LLC, A California limited
liability company
Its: General partner

By: Tenderloin Neighborhood Development
Corporation, a California nonprofit public benefit
corporation
Its: manager

Date: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
JOHN UPDIKE
Director of Property

Date: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
MICHELLE SEXTON
Deputy City Attorney

Title Company agrees to act as escrow holder in accordance with the terms of this Agreement and to execute the Designation Agreement (attached hereto as Exhibit J) and act as the Reporting Person (as such term is defined in the Designation Agreement). Title Company's failure to execute below shall not invalidate the Agreement between City and Seller.

TITLE COMPANY:

OLD REPUBLIC TITLE INSURANCE
COMPANY

By: _____
Its: _____

Date: _____

EXHIBIT A

REAL PROPERTY DESCRIPTION

All that certain real property located in the County of San Francisco, State of California, described as follows:

[LEGAL DESCRIPTION TO COME FROM PRELIMINARY REPORT]

EXHIBIT B

Reserved

EXHIBIT C

GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Director of Property
Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102

The undersigned hereby declares this instrument to be
exempt from Recording Fees (CA Govt. Code § 27383)
and Documentary Transfer Tax (CA Rev. & Tax Code
§ 11922 and S.F. Bus. & Tax Reg. Code § 1105)

(Space above this line reserved for Recorder's use only)

GRANT DEED

(Assessor's Parcel No. _____)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Eddy & Taylor Associates, L.P., a California limited partnership, hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the real property located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof (the "Property").

TOGETHER WITH any and all rights, privileges and easements incidental or appurtenant to the Property, including, without limitation, any and all minerals, oil, gas and other hydrocarbon substances on and under the Property, as well as any and all development rights, air rights, water, water rights, riparian rights and water stock relating to the Property, and any and all easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land and all of Grantor's right, title and interest in and to any and all roads and alleys adjoining or servicing the Property.

[SIGNATURES ON FOLLOWING PAGE]

Executed as of this _____ day of _____, 20__.

_____, a _____

_____, By: _____
NAME

Its: _____

_____, By: _____
NAME

Its: _____

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

State of California)
) ss
County of San Francisco)

On _____, before me, _____, a notary public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing Grant Deed to the City and County of San Francisco, a municipal corporation, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

John Updike
Director of Property

EXHIBIT D

Reserved

EXHIBIT E

Reserved

EXHIBIT F

Reserved

EXHIBIT G

Reserved

EXHIBIT H

**CERTIFICATE OF TRANSFEROR
OTHER THAN AN INDIVIDUAL
(FIRPTA Affidavit)**

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the transferee of certain real property located in the City and County of San Francisco, California, that withholding of tax is not required upon the disposition of such U.S. real property interest by Eddy & Taylor Associates, L.P., a California limited partnership ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's U.S. employer identification number is _____; and
3. Transferor's office address is 201 Eddy Street, San Francisco, California, 94102

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: _____, 20__.

On behalf of:

[NAME]

a _____

By: _____
[NAME]

Its: _____

EXHIBIT I**DESIGNATION AGREEMENT**

This DESIGNATION AGREEMENT (the "Agreement") dated as of _____, 2017, is by and between Eddy & Taylor Associates, L.P., a California limited partnership ("Seller"), the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), and OLD REPUBLIC TITLE INSURANCE COMPANY ("Title Company").

A. Pursuant to that certain Purchase Agreement entered into by and between Seller and City, dated _____, 2017 (the "Purchase Agreement"), Seller has agreed to sell to City, and City has agreed to purchase from Seller, certain real property located in City and County of San Francisco, California, more particularly described in Exhibit A attached hereto (the "Property"). The purchase and sale of the Property is sometimes hereinbelow referred to below as the "Transaction").

B. Section 6045(e) of the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder (collectively, the "Reporting Requirements") require an information return to be made to the United States Internal Revenue Service, and a statement to be furnished to Seller, in connection with the Transaction.

C. Pursuant to Subsection 2(b)(i) of the Purchase Agreement, an escrow has been opened with Title Company, Escrow No. _____, through which the Transaction will be or is being accomplished. Title Company is either (i) the person responsible for closing the Transaction (as described in the Reporting Requirements) or (ii) the disbursing title or escrow company that is most significant in terms of gross proceeds disbursed in connection with the Transaction (as described in the Reporting Requirements).

D. Seller, City and Title Company desire to designate Title Company as the "Reporting Person" (as defined in the "Reporting Requirements") with respect to the Transactions.

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller, City and Title Company agree as follows:

1. Title Company is hereby designated as the Reporting Person for the Transaction. Title Company shall perform all duties that are required by the Reporting Requirements to be performed by the Reporting Person for the Transaction.

2. Seller and City shall furnish to Title Company, in a timely manner, any information requested by Title Company and necessary for Title Company to perform its duties as Reporting Person for the transaction.

3. Title Company hereby requests Seller to furnish to Title Company Seller's correct taxpayer identification number. Seller acknowledges that any failure by Seller to provide Title Company with Seller's correct taxpayer identification number may subject Seller to civil or criminal penalties imposed by law. Accordingly, Seller hereby certifies to Title Company, under penalties of perjury, that Seller's correct taxpayer identification number is _____.

4. The names and addresses of the parties hereto are as follows:

SELLER:

Eddy & Taylor Associates, L.P., a California
limited partnership

Attn: _____
Facsimile No.: () _____

CITY:

Director of Property
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Facsimile No.: (415) 552-9216

TITLE COMPANY:

Attn: _____
Facsimile No.: () _____

5. Each of the parties hereto shall retain this Agreement for a period of four (4) years following the calendar year during which the date of closing of the Transaction occurs.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date and year first above written.

SELLER:

Attn: _____
Facsimile No.: () _____
By: _____
Its: _____
Date: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
JOHN UPDIKE
Director of Property
Date: _____

Title Company:

_____ TITLE INSURANCE
COMPANY
Date: _____
By: _____
Its: _____

EXHIBIT J

Reserved

SCHEDULE 1

ENVIRONMENTAL DISCLOSURE DOCUMENTS

[ADD PHASE I a

Exhibit Test START HERE



SAN FRANCISCO PLANNING DEPARTMENT

MEMO

PROJECT UPDATE MEMO (NOT FOR HEARING)

DATE: December 15, 2016
TO: Planning Commissioners
FROM: Nicholas Foster
Staff Planner – 575-9167 or nicholas.foster@sfgov.org
RE: 168-186 Eddy Street
Planning Commission Motion No. 19345 for
Conditional Use Authorization under Case No. 2015-001077CUA

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

BACKGROUND

On March 26, 2015, the Planning Commission (“Commission”), through Motion No. 19345, approved a Conditional Use Authorization for a 100% affordable residential development project exceeding 50 feet in height within an RC-4 Zoning District (Planning Code Section 253), and to allow a Planned Unit Development (Planning Code Section 304) with approximately 103 affordable dwelling units, 5,500 square feet of ground-floor commercial uses, and no off-street parking, on an existing surface parking lot located at 168-186 Eddy Street.

CURRENT PROPOSAL

Since the March 26, 2015 Planning Commission Hearing, at the request of the San Francisco Mayor’s Office of Housing and Community Development (MOHDC), the Project Sponsor proposed adding ten (10) additional affordable dwelling units, for a total of 113 dwelling units. In order to accommodate the additional dwelling units, the Project Sponsor has modified the previously-approved project.

The net changes to the previously-approved project are as follows:

- The overall height of the building has increased by approximately 1’-10”, from 88’-0” to 89’-10”, to accommodate approximately 3” of additional floor-to-ceiling clearance on each of the residential floors (mezzanine floor through floor 8);
- The building expanded 24’ (horizontally) into the inner courtyard, along the eastern edge of the property line (abutting the blind wall of the building located at 156-166 Eddy Street);
- The total square footage of the project has increased by 4,157 square feet, from 111,910 square feet to 116,067 square feet (approximately 4% larger);
- The total square footage of the project’s ground-floor commercial space has decreased by 418 square feet, from 5,453 square feet to 5,035 square feet (approximately 8% smaller); and
- Ten additional affordable units have been added to the project (1 studio unit; 4 one-bedroom units; 4 two-bedroom units; and 1 three-bedroom unit). The unit mix is, proportionally, similar to the March 2015 project. (See Table 1 for unit break down.).

Table 1: Comparison of Dwelling Unit Type and Distribution

| Unit Type | Project (as Approved) | Modified Project | Net Increase |
|-----------------|-----------------------|------------------|--------------|
| Studio Units | 15 | 16 | +1 |
| 1-Bedroom Units | 10 | 14 | +4 |
| 2-Bedroom Units | 64 | 68 | +4 |
| 3-Bedroom Units | 14 | 15 | +1 |
| Total | 103 | 113 | +10 |

- Department staff has reviewed the proposed revisions and found them to be in conformance with the original approval.
- The modified project's design was reviewed by the Planning Department and was found to be compatible with the overall design of the previous project (as approved by the Commission).
- A CEQA Note to File was prepared, documenting that no further environmental review is required for the Modified Project.
- The modified project provides ten additional affordable housing units for a total of 113 affordable dwelling units.

Attachments:

CEQA Note to File, dated July 22, 2016

Updated Plans

This page intentionally left blank.



SAN FRANCISCO PLANNING DEPARTMENT

MEMO

DATE: July 22, 2016
TO: File
FROM: Michael Jacinto, Environmental Planning
CC: Sarah Jones, Environmental Review Officer
RE: Case No. 2015-001077CUA, Eddy/Taylor Family Housing

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

On March 26, 2009 the San Francisco Planning Commission approved a residential mixed-use project, hereafter the "Eddy & Taylor Street Family Housing Project" (Case No. 2007.1342E) at 168-186 Eddy Street that entailed demolition of an existing 22,334 square-foot commercial parking lot and construction a 178,869-gross square foot, 130-foot-tall residential building with up to 178 affordable rental family units, ground-floor retail space and off-street loading. The Planning Department published a Mitigated Negative Declaration in accordance with Chapter 31 of the Administrative Code and the state CEQA Guidelines, which found that the project could not have a significant effect on the environment. Mitigation measures were included in the MND to avoid potentially significant environmental effects. The Commission granted Conditional Use authorization and a Planned Unit Development (PUD) that approved the project with exceptions for design, parking and height measurement point.

The Planning Commission's motion established a 36-month timeframe to implement the project. In 2012 the Planning Commission adopted Motion No. 18665 to extend the 2009 approval an additional 36 months. The current case, No. 2015-001077 differs from the case authorized by extension in 2012. The California Environmental Quality Act (CEQA) requires state and local agencies, such as the San Francisco Planning Department to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

This documentation appends a memorandum originally published on March 19, 2015 that described changes to the project 2009 project and set forth the reasons why no subsequent review is necessary. This memorandum has been updated to address the latest revisions that have been incorporated into the proposal (hereafter "modified project") and, similar to the memo issued in March 2015, contains the reasons why no further environmental review is required.

Current (Modified) Project

The project is located at the southwest corner of Eddy and Taylor Streets in the Tenderloin. Similar to the previously approved project, the current project would be a mixed-use project with commercial retail uses on its ground floor and accommodate residential uses within the seven stories above. The height of the proposed building would be roughly 83 feet 10 inches above street grade. The project would provide 113 dwelling units, comprised of 16 studios, 14 one bedrooms, 68 two bedrooms, and 15 three bedroom affordable apartments for single residents and families. Onsite open space would be provided for building residents within a 7,113-square-foot at-grade interior courtyard. The building would contain approximately 5,035-square-feet of ground floor commercial space intended to accommodate a grocery use.

Change From Previously Approved Project

The changes currently under review are described relative to the March 2015 project. The modified project would be developed at the same location and on the same lots as the previously approved project. Similar to the approved project, the modified project would also include 8 stories. The height of the modified building would be 1'-10" taller than the approved project, which would increase its height from 82'-0" as approved to 83'-10" as currently modified in order to accommodate the ten additional dwellings and create more habitable spaces for building residents.

In terms of area, the current 116,067-square foot modified project would be about 4% larger than the previously approved 111,910-square-foot project. The modified project's 5,035-square-foot ground-floor commercial space would be slightly smaller than the 5,453-square-foot commercial space approved as part of the March 2015 project.

The project would accommodate 10 additional dwelling units than approved in the March 2015 project. Table 1 illustrates the differences in the breakdown and distribution of dwelling unit types of the modified project compared to the approved project. The values shown in parenthesis represent that particular dwelling unit as a proportion of total dwellings. In some cases, due to rounding, project totals may not equal 100 percent. As shown in the table, the modified project would have one additional studio unit, a proportionately greater number of one bedrooms, proportionately fewer two bedroom

units and an additional three-bedroom unit, which would be proportionally similar in three bedrooms to the previously approved March 2015 project.

Table 1: Comparison of Dwelling Unit Type and Distribution

| Dwelling Unit Type | Approved Project | Modified Project |
|--------------------|------------------|------------------|
| | March 2015 | July 2016 |
| Studios | 15 (15%) | 16 (14%) |
| 1 Bedroom | 10 (10%) | 14 (12%) |
| 2 Bedroom | 64 (62%) | 68 (60%) |
| 3 Bedroom | 14 (13%) | 15 (13%) |
| TOTAL | 103 units | 113 units |

Environmental Impacts

The MND for the previously approved project found less-than-significant (or no) impacts in the following environmental topic areas: land use and land use planning; aesthetics; population and housing; transportation and circulation; air quality; wind and shadow; utilities and service systems; public services; biological resources; geology and soils; hydrology and water quality; hazards and hazardous materials; mineral and energy resources; and agricultural resources.

The MND for the previously approved project found less-than-significant effects with mitigation identified within the environmental document and adopted as a condition of project approval: cultural resources; noise; and mandatory findings of significance.

Shadow

With respect to shadow, the MND for the previously approved project required that the Planning and Recreation and Parks Commissions make a finding under Planning Code Section 295 of No Significant New Shadow on Boeddeker Park. On December 4, 2008 the two commissions made such a finding in a joint hearing and each approved a resolution of intent to increase the absolute cumulative shadow for Boeddeker Park by 0.24 percent, in order to accommodate the new shadow cast by the proposed project. The finding was based on the project shading a portion of Boeddeker Park from mid-January to late November in the first 30 to 75 minutes after sunrise plus one hour cutoff specified by

Section 295 of the Planning Code. Shadow impacts would be restricted to the northern leg of the park, generally south of the Ellis Street entrance to the park.

The MND for the previously approved project noted that maximum shadowing would occur in March and September, when the proposed project would shade a portion of the northern part of Boeddeker Park from 8:00 to 9:15 a.m. and would add about 369,410 net new annual square foot-hours of shadow to the theoretical potential of approximately 94,156,390 square foot-hours of sun, increasing shade gsf-hours by 0.39 percent. The Recreation and Park Department has set a tolerance level of zero percent for additional cumulative shadow impacts on Boeddeker Park.

The Planning Department's Current Planning division directed the project sponsor to calculate the change in shadow square-foot hours from the approved to the modified project, as illustrated below:¹

- the approved project would result in 66,405 square-foot hours of shadow relative to 157,345,443 hours of Theoretical Annual Available Sunlight (TAAS), or what would amount to 0.04220% of the TAAS for Boeddeker Park in proportional terms.
- by comparison, the modified project would result in 68,068 square-foot hours of shadow square foot hours, an increase of 1,633 square foot hours of shadow, which would represent a slight to ~0.04300% of the TAAS.
- the majority (83 %) of the project's shadow effect on Boeddeker Park would occur before the park opens at 9:00 a.m. The maximum project shadow on the park would cover 1,633 square feet or approximately 3.9 percent of the total park area at about 8:30 a.m. on October 18 and February 22. No new shadow would occur on any day after 9:30 a.m.

No mitigation or other modification would be required.

¹ Summary of Eddy/Taylor Shadow Effects of Modified Project, transmitted by Nicholas Foster, Current Planning to Michael Jacinto, Environmental Planning on July 6, 2016. This documentation is available for review as part of Case No. 2015-001077CUA, available by request at the Planning Department, 1650 Mission Street, Suite 400, San Francisco.

Cultural Resources

The proposed project is located at the northeast corner of Eddy and Taylor streets, within the National Register-listed Uptown Tenderloin Historic District. The original project was reviewed for compatibility with the Historic District in a Historic Resource Evaluation Response memorandum dated January 20, 2009.

The modified design would be of similar height and would have street frontages of over 100 feet in length similar to the approved project. The modified project's massing is generally consistent with the larger corner buildings found within the District. On Taylor Street, the façade of the building will be broken up into three masses by use of different façade treatments and change in building plane. The proportions of the street-facing façades, while contemporary in form, would have a two-part composition with a base and shaft through use of modulation and change in materials. Fenestration will be arranged in a regular asymmetrical rhythm with projecting angled sunscreens in a manner that appropriately responds to the typical punched window openings and projecting bays on adjacent buildings. New construction would be clad with brick tile in variegated tones of red and brown, fiber-cement rainscreen, and glass, which are consistent with the light-colored masonry materials found within the District.

Overall, the revised design for the project appears to be consistent with the previous evaluation and the modified project would not have an adverse effect on the Uptown Tenderloin Historic District. The modified project appears to be compatible with the features, scale, proportion, massing, and materials found in the District.²

Mitigation Measures

Archeological Resources

The MND for the previously approved project includes a mitigation measure for archeological resources that required that project to develop an archeological testing program to determine whether archeological resources may be present at the site and a monitoring program to ensure that soils disturbing activities would not materially

² Preservation Review of Design for 168-186 Eddy Street, Memorandum from Pilar LaValley, Preservation Planner to Michael Jacinto, Environmental Planning, March 18, 2015. This memorandum is available for review as part of Case No. CUA 2015-00107, available by request at the Planning Department, 1650 Mission Street, Suite 400, San Francisco.

damage potentially significant cultural artifacts. The same measure would apply to the modified project.

Construction Noise

The MND for the previously approved project includes a mitigation measure for construction noise and vibration to address pile driving, if such construction techniques are used. In that case the project sponsor would be required to use pre-drilled piles to reduce ground-borne vibration and the project contractor would also be required to use best available technologies to ensure that noise is minimized to the greatest extent feasible. Finally at least 48 hours prior to pile-driving activities, should they occur, the project sponsor shall notify building owners and occupants within 500 feet of the project site of the dates, hours, and expected duration of such activities. This same measure would apply to the modified project as a condition of approval.

CONCLUSION

San Francisco Administrative Code Section 31.19(c)(1) states that a modified project must be reevaluated and that "If, on the basis of such reevaluation, the Environmental Review Officer determines, based on the requirements of CEQA, that no additional environmental review is necessary, this determination and the reasons therefore shall be noted in writing in the case record, and no further evaluation shall be required by this Chapter." For the reasons articulated above, this memorandum provides sufficient documentation that no further environmental review is required for the modified residential mixed-use project at 168-186 Eddy Street.

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 architects
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 415 899 8700 fax 415 899 6103

LICENSE STAMP

Eddy + Taylor
 Construction Documents
 210-238 Taylor Street, SF CA, 94102
 TENDERLOIN NEIGHBORHOOD
 DEVELOPMENT CORPORATION

DATE

| NO. | DESCRIPTION | DATE |
|-----|------------------------|----------|
| 1 | PRELIMINARY SUBMITTALS | 10/17/13 |
| 2 | PERMITS | 10/17/13 |
| 3 | CONSTRUCTION | 10/17/13 |
| 4 | FINAL | 10/17/13 |

ACROSSING

DATE

NO.

DESCRIPTION

PROJECT LOCATION
 210-238 Taylor Street, San Francisco, CA 94102

The site is located at the southeast corner of Eddy and Taylor Streets in Tenderloin, California. The project is a 10-story office building with a total floor area of approximately 100,000 sq ft. The building will be constructed on a 10,000 sq ft lot. The project is a 10-story office building with a total floor area of approximately 100,000 sq ft. The building will be constructed on a 10,000 sq ft lot.

PROJECT BLOCK & LOT

Name: Block 033/Lots 10 & 11 Area: 2,234 SF Average: 0.51

BUILDING HEIGHT

Height: 10 stories (32.00 ft) Maximum height: 32.00 ft (10 stories) Minimum height: 10.00 ft (3 stories) Average height: 18.00 ft (6 stories)

PLANNING CODE REGULATORY HEIGHT

Maximum height: 32.00 ft (10 stories) Minimum height: 10.00 ft (3 stories) Average height: 18.00 ft (6 stories)

BUILDING CODE REGULATORY HEIGHT

Maximum height: 32.00 ft (10 stories) Minimum height: 10.00 ft (3 stories) Average height: 18.00 ft (6 stories)

PLANNING CODE REGULATORY HEIGHT

Maximum height: 32.00 ft (10 stories) Minimum height: 10.00 ft (3 stories) Average height: 18.00 ft (6 stories)

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PLANNING CODE REGULATORY HEIGHT

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PLANNING CODE REGULATORY HEIGHT

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PLANNING CODE REGULATORY HEIGHT

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BUILDING CODE REGULATORY HEIGHT

Maximum height: 32.00 ft (10 stories) Minimum height: 10.00 ft (3 stories) Average height: 18.00 ft (6 stories)

PLANNING CODE REGULATORY HEIGHT

Maximum height: 32.00 ft (10 stories) Minimum height: 10.00 ft (3 stories) Average height: 18.00 ft (6 stories)

PROJECT TEAM

ARCHITECT
 David Baker Architects
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 San Francisco, CA 94102
 415 899 8700
 www.dbaa.com

ENGINEER
 Eddy + Taylor
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LANDSCAPE ARCHITECT
 Eddy + Taylor
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 San Francisco, CA 94102
 415 899 8700

PLANNING
 Eddy + Taylor
 210-238 Taylor Street
 San Francisco, CA 94102
 415 899 8700

UNIT TABULATION

| UNIT | TYPE | AREA (SF) | HEIGHT (FT) | NO. OF UNITS |
|------|------|-----------|-------------|--------------|
| 101 | 1-BR | 1,000 | 10 | 10 |
| 102 | 1-BR | 1,000 | 10 | 10 |
| 103 | 1-BR | 1,000 | 10 | 10 |
| 104 | 1-BR | 1,000 | 10 | 10 |
| 105 | 1-BR | 1,000 | 10 | 10 |
| 106 | 1-BR | 1,000 | 10 | 10 |
| 107 | 1-BR | 1,000 | 10 | 10 |
| 108 | 1-BR | 1,000 | 10 | 10 |
| 109 | 1-BR | 1,000 | 10 | 10 |
| 110 | 1-BR | 1,000 | 10 | 10 |
| 111 | 1-BR | 1,000 | 10 | 10 |
| 112 | 1-BR | 1,000 | 10 | 10 |
| 113 | 1-BR | 1,000 | 10 | 10 |
| 114 | 1-BR | 1,000 | 10 | 10 |
| 115 | 1-BR | 1,000 | 10 | 10 |
| 116 | 1-BR | 1,000 | 10 | 10 |
| 117 | 1-BR | 1,000 | 10 | 10 |
| 118 | 1-BR | 1,000 | 10 | 10 |
| 119 | 1-BR | 1,000 | 10 | 10 |
| 120 | 1-BR | 1,000 | 10 | 10 |
| 121 | 1-BR | 1,000 | 10 | 10 |
| 122 | 1-BR | 1,000 | 10 | 10 |
| 123 | 1-BR | 1,000 | 10 | 10 |
| 124 | 1-BR | 1,000 | 10 | 10 |
| 125 | 1-BR | 1,000 | 10 | 10 |
| 126 | 1-BR | 1,000 | 10 | 10 |
| 127 | 1-BR | 1,000 | 10 | 10 |
| 128 | 1-BR | 1,000 | 10 | 10 |
| 129 | 1-BR | 1,000 | 10 | 10 |
| 130 | 1-BR | 1,000 | 10 | 10 |
| 131 | 1-BR | 1,000 | 10 | 10 |
| 132 | 1-BR | 1,000 | 10 | 10 |
| 133 | 1-BR | 1,000 | 10 | 10 |
| 134 | 1-BR | 1,000 | 10 | 10 |
| 135 | 1-BR | 1,000 | 10 | 10 |
| 136 | 1-BR | 1,000 | 10 | 10 |
| 137 | 1-BR | 1,000 | 10 | 10 |
| 138 | 1-BR | 1,000 | 10 | 10 |
| 139 | 1-BR | 1,000 | 10 | 10 |
| 140 | 1-BR | 1,000 | 10 | 10 |
| 141 | 1-BR | 1,000 | 10 | 10 |
| 142 | 1-BR | 1,000 | 10 | 10 |
| 143 | 1-BR | 1,000 | 10 | 10 |
| 144 | 1-BR | 1,000 | 10 | 10 |
| 145 | 1-BR | 1,000 | 10 | 10 |
| 146 | 1-BR | 1,000 | 10 | 10 |
| 147 | 1-BR | 1,000 | 10 | 10 |
| 148 | 1-BR | 1,000 | 10 | 10 |
| 149 | 1-BR | 1,000 | 10 | 10 |
| 150 | 1-BR | 1,000 | 10 | 10 |
| 151 | 1-BR | 1,000 | 10 | 10 |
| 152 | 1-BR | 1,000 | 10 | 10 |
| 153 | 1-BR | 1,000 | 10 | 10 |
| 154 | 1-BR | 1,000 | 10 | 10 |
| 155 | 1-BR | 1,000 | 10 | 10 |
| 156 | 1-BR | 1,000 | 10 | 10 |
| 157 | 1-BR | 1,000 | 10 | 10 |
| 158 | 1-BR | 1,000 | 10 | 10 |
| 159 | 1-BR | 1,000 | 10 | 10 |
| 160 | 1-BR | 1,000 | 10 | 10 |
| 161 | 1-BR | 1,000 | 10 | 10 |
| 162 | 1-BR | 1,000 | 10 | 10 |
| 163 | 1-BR | 1,000 | 10 | 10 |
| 164 | 1-BR | 1,000 | 10 | 10 |
| 165 | 1-BR | 1,000 | 10 | 10 |
| 166 | 1-BR | 1,000 | 10 | 10 |
| 167 | 1-BR | 1,000 | 10 | 10 |
| 168 | 1-BR | 1,000 | 10 | 10 |
| 169 | 1-BR | 1,000 | 10 | 10 |
| 170 | 1-BR | 1,000 | 10 | 10 |
| 171 | 1-BR | 1,000 | 10 | 10 |
| 172 | 1-BR | 1,000 | 10 | 10 |
| 173 | 1-BR | 1,000 | 10 | 10 |
| 174 | 1-BR | 1,000 | 10 | 10 |
| 175 | 1-BR | 1,000 | 10 | 10 |
| 176 | 1-BR | 1,000 | 10 | 10 |
| 177 | 1-BR | 1,000 | 10 | 10 |
| 178 | 1-BR | 1,000 | 10 | 10 |
| 179 | 1-BR | 1,000 | 10 | 10 |
| 180 | 1-BR | 1,000 | 10 | 10 |
| 181 | 1-BR | 1,000 | 10 | 10 |
| 182 | 1-BR | 1,000 | 10 | 10 |
| 183 | 1-BR | 1,000 | 10 | 10 |
| 184 | 1-BR | 1,000 | 10 | 10 |
| 185 | 1-BR | 1,000 | 10 | 10 |
| 186 | 1-BR | 1,000 | 10 | 10 |
| 187 | 1-BR | 1,000 | 10 | 10 |
| 188 | 1-BR | 1,000 | 10 | 10 |
| 189 | 1-BR | 1,000 | 10 | 10 |
| 190 | 1-BR | 1,000 | 10 | 10 |
| 191 | 1-BR | 1,000 | 10 | 10 |
| 192 | 1-BR | 1,000 | 10 | 10 |
| 193 | 1-BR | 1,000 | 10 | 10 |
| 194 | 1-BR | 1,000 | 10 | 10 |
| 195 | 1-BR | 1,000 | 10 | 10 |
| 196 | 1-BR | 1,000 | 10 | 10 |
| 197 | 1-BR | 1,000 | 10 | 10 |
| 198 | 1-BR | 1,000 | 10 | 10 |
| 199 | 1-BR | 1,000 | 10 | 10 |
| 200 | 1-BR | 1,000 | 10 | 10 |

OPEN SPACE CALCULATION

| SPACE | AREA (SF) | PERCENTAGE |
|-------|-----------|------------|
| 1 | 1,000 | 10% |
| 2 | 1,000 | 10% |
| 3 | 1,000 | 10% |
| 4 | 1,000 | 10% |
| 5 | 1,000 | 10% |
| 6 | 1,000 | 10% |
| 7 | 1,000 | 10% |
| 8 | 1,000 | 10% |
| 9 | 1,000 | 10% |
| 10 | 1,000 | 10% |
| 11 | 1,000 | 10% |
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| 79 | 1,000 | 10% |
| 80 | 1,000 | 10% |
| 81 | 1,000 | 10% |
| 82 | 1,000 | 10% |
| 83 | 1,000 | 10% |
| 84 | 1,000 | 10% |
| 85 | 1,000 | 10% |
| 86 | 1,000 | 10% |



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LICENSE STAMP

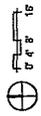
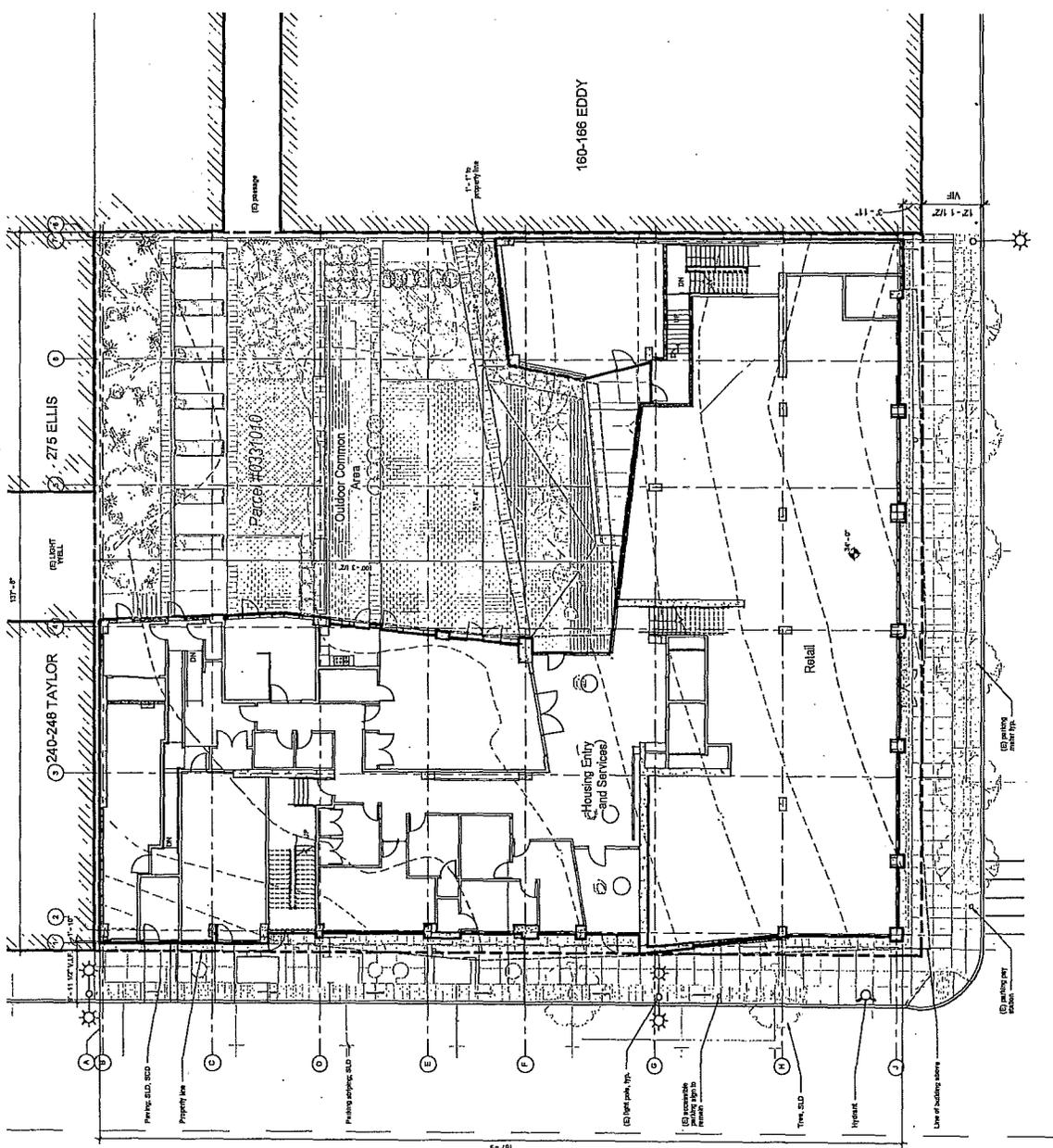
Eddy + Taylor
Construction Documents
210-238 Taylor Street, SF, CA, 94102
TENDERLOIN NEIGHBORHOOD
DEVELOPMENT CORPORATION

| DRAWING RELEASE STATUS | DATE |
|-------------------------|----------|
| PRELIMINARY CONDITIONS | 12/15/12 |
| ISSUED FOR PERMITS | 12/15/12 |
| ISSUED FOR BIDDING | 12/15/12 |
| ISSUED FOR CONSTRUCTION | 12/15/12 |
| AS BUILT | |

SHEET TITLE
Site Plan

| | |
|------------|-------------------------|
| SCALE | 1" = 10'-0" @ 24" x 36" |
| JOB NUMBER | 200918 |
| DATE | 02/25/13 |
| DRAWN BY | ADW |
| CHECKED BY | ADW |

A001
OF SHEETS



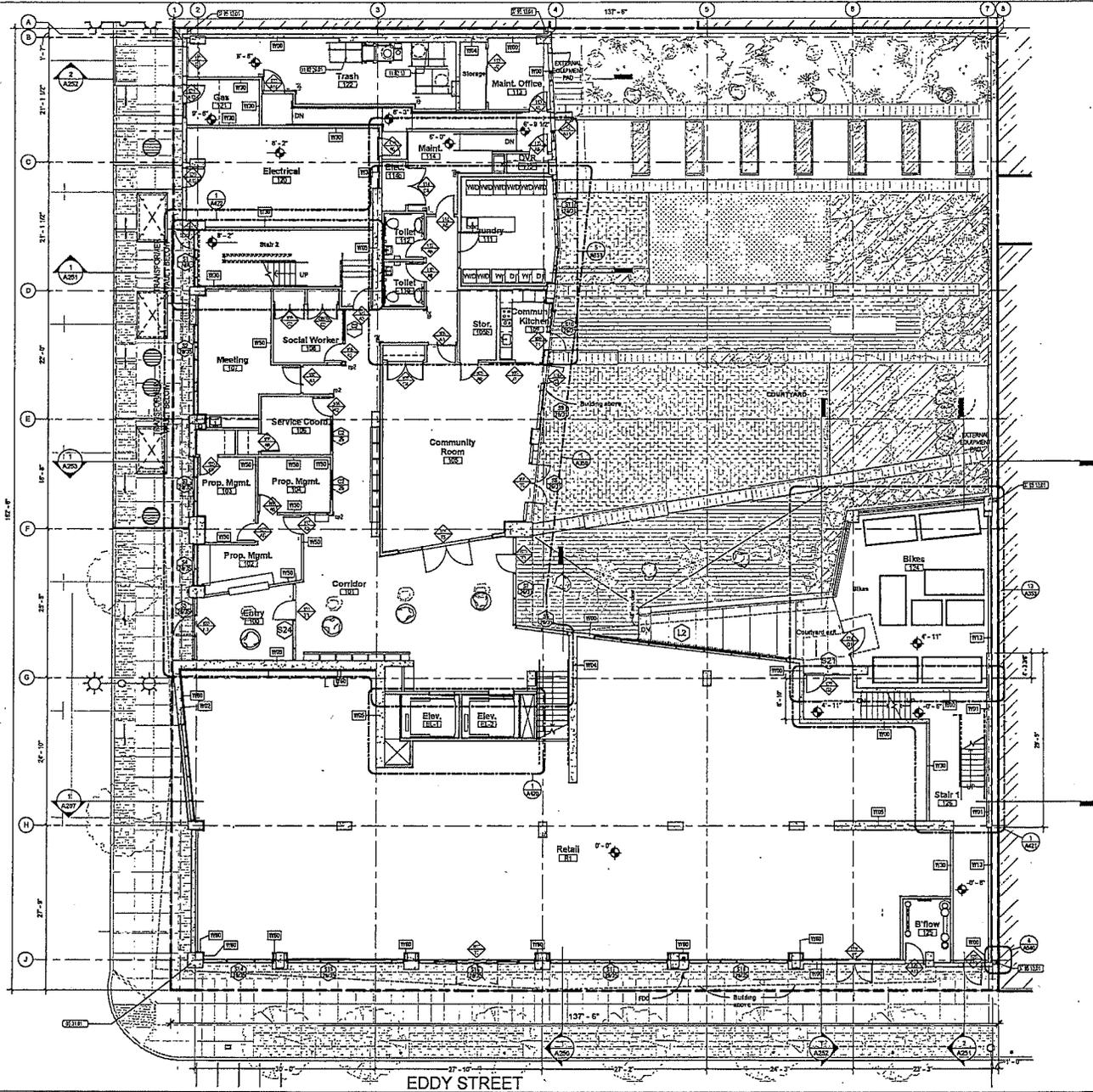
EDDY STREET

TAYLOR STREET

1510

TAYLOR STREET

EDDY STREET



KEYNOTE LEGEND

| | |
|-------------|-------------------------------------|
| 01 01 01 | Concrete Column, TOP, E.E.C. |
| 01 05 11 01 | Concrete Tilt-Up Column, Joint Core |
| 11 02 12 | Trash Container |
| 11 02 14 01 | Trash Compactor |

db

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LICENSE STAMP

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 TENDERLOIN NEIGHBORHOOD
 DEVELOPMENT CORPORATION

| | |
|---------------------------|---------|
| DRAWING RELEASE STATUS | DATE |
| Pre-application questions | 12/9/15 |
| 100% DD Set | 1/19/16 |
| 100% DD Set | 5/12/16 |

| | |
|---------|------------------------|
| ADDENDA | |
| (N) | Description |
| 1 | DD Addenda for pricing |

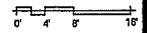
SHEET TITLE

Floor Plan - Ground Floor

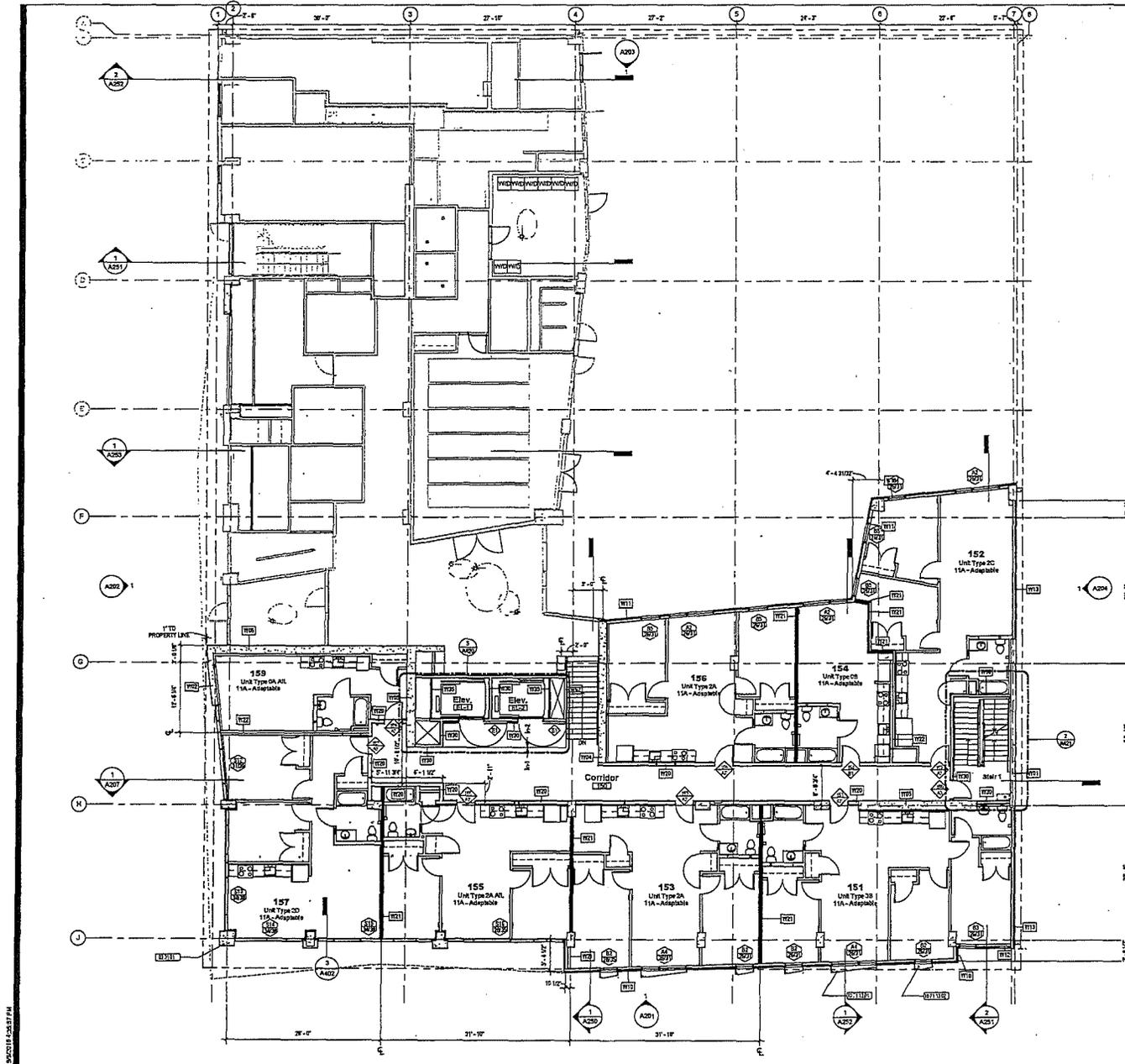
| | |
|--------------|------------------------|
| SCALE | 1/8" = 1'-0" @ 24 x 36 |
| JOB NUMBER | 20515 |
| RELEASE DATE | 3-7-2016 |
| DRAWN BY | Author |
| CHECKED BY | Checker |

A110

OF SHEETS



1511



KEYNOTE LEGEND

| | |
|------|---------------------------------|
| A001 | Concrete Column TYP. 3.3.3. |
| A002 | Structural Steel Column Type A |
| A003 | Column Splice Schematics Type 2 |



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LICENSE STAMP

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 DEVELOPMENT CORPORATION

| DRAWING RELEASE STATUS | DATE |
|---------------------------|---------|
| Pre-application questions | 12/9/13 |
| 100% SD Set | 1/19/14 |
| 100% SD Set | 5/1/14 |

| ADDENDUM | No. | Description |
|----------|-----|-------------|
| | | |

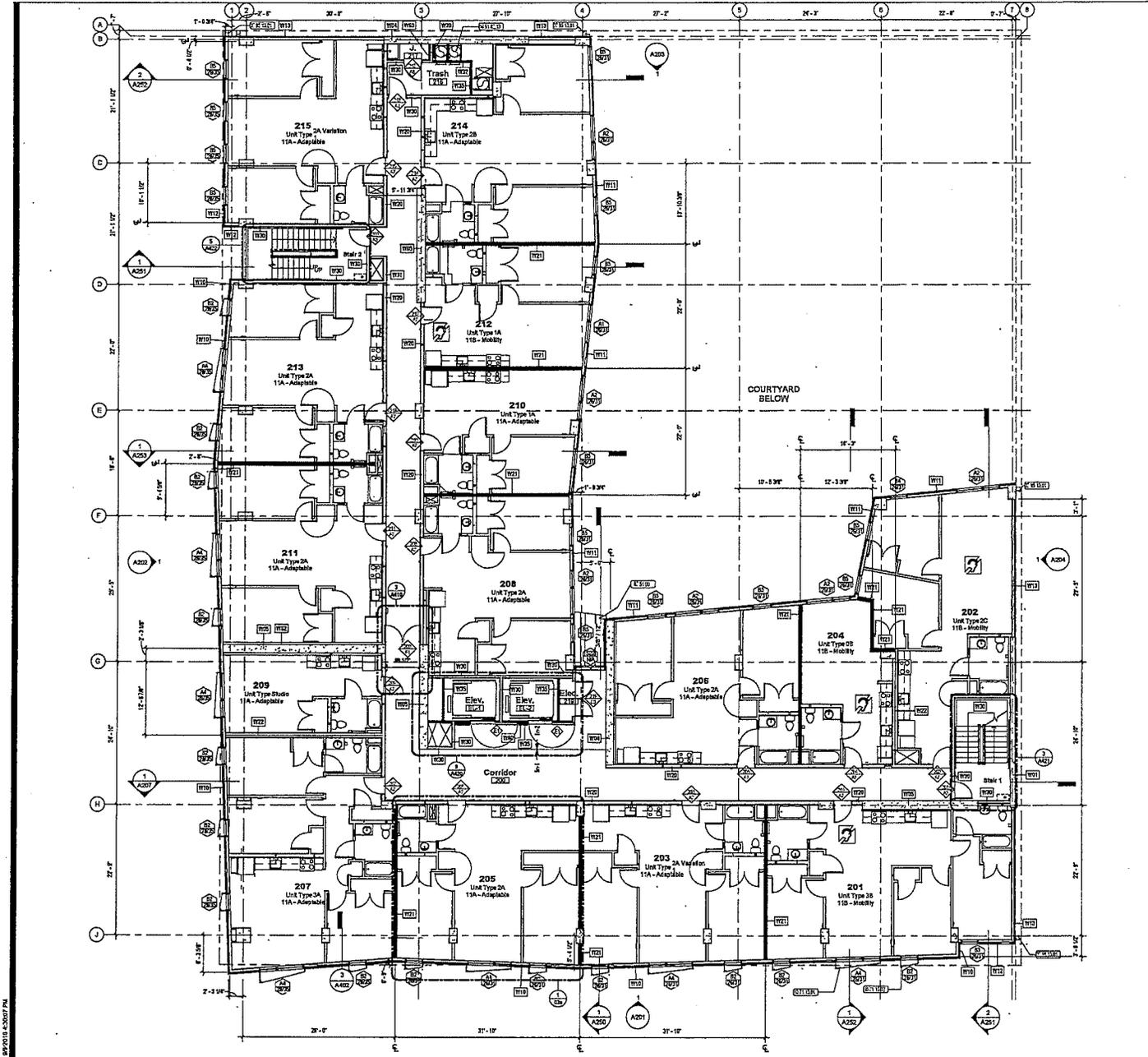
SHEET TITLE
**Floor Plan - Level
 1.5**

SCALE
 1/8" = 1'-0" @ 24 x 36

| | |
|---------------------|--------------------------|
| JOB NUMBER 20618 | RELEASE DATE 9-7-2018 |
| DRAWN BY Author | CHECKED BY Checker |

A111
 OF SHEETS

1512



KEYNOTE LEGEND

| | |
|-------------|--------------------------------------|
| 01 51 00 | Modified Slurries Racking TYP. U/L&C |
| 02 06 13 01 | Exterior Wall Expansion Joint Core |
| 03 11 13 01 | Exterior Steel Structure Type A |
| 07 11 13 01 | Interior Steel Structure Type A |
| 14 01 02 10 | Finish Chute |



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 DEVELOPMENT CORPORATION

DRAWING RELEASE STATUS DATE

| | |
|---------------------------|---------|
| Pre-application questions | 12/9/15 |
| 200% DD set | 1/19/16 |
| 100% DD set | 5/12/16 |

AGENDA

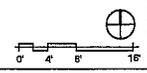
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| | |

SHEET TITLE
Floor Plan - Level 2

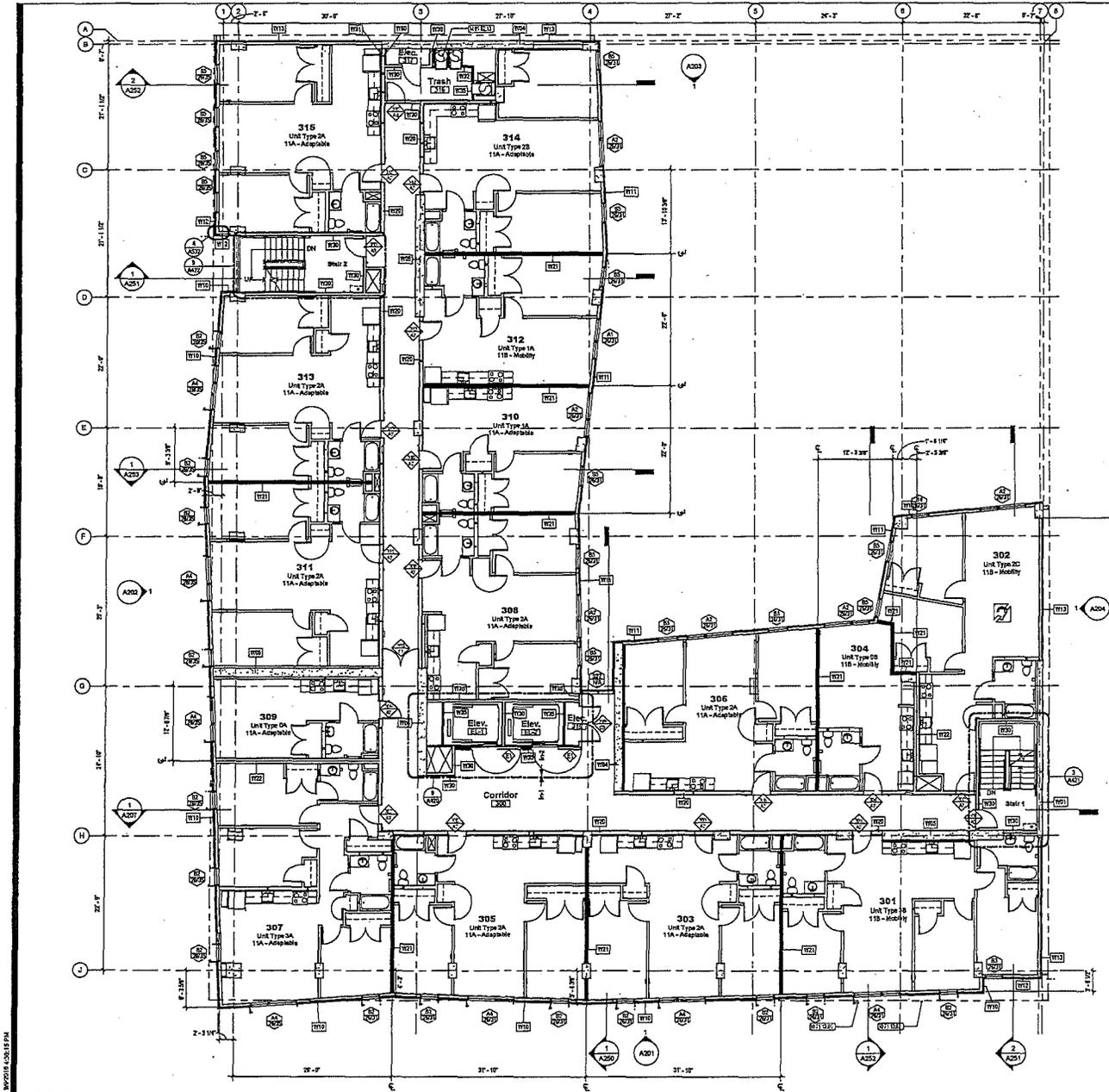
SCALE
 1/8" = 1'-0" @ 24 x 36

| | |
|---------------------|--------------------------|
| JOB NUMBER 20518 | RELEASE DATE 9-7-2018 |
| DRAWN BY Ai/Poor | CHECKED BY Checker |

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 OF SHEETS



1513



KEYNOTE LEGEND

| | |
|-------------|--------------------------------|
| 10.71.13.01 | Interior Steel Sunshade Type A |
| 10.71.13.02 | Interior Steel Sunshade Type B |
| 10.91.02.13 | Trash Chute |



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| | |
|---------------------------|---------|
| DRAWING RELEASE STATUS | DATE |
| Pre-application questions | 12/8/15 |
| 100% CDD Set | 1/15/16 |
| 100% CDD Set | 3/30/16 |

| | |
|---------|-------------|
| ADDENDA | |
| No. | Description |
| | |

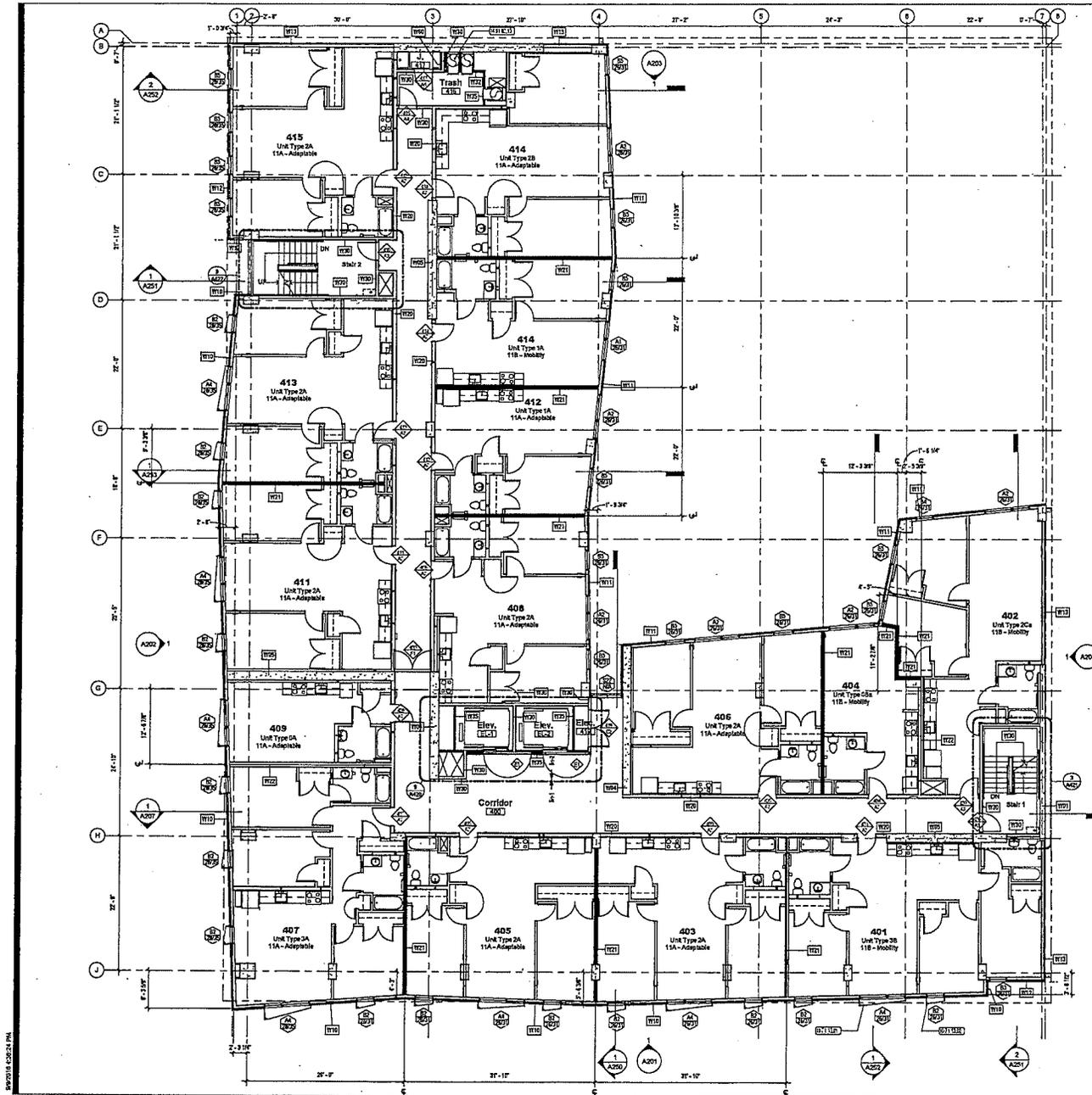
SHEET TITLE
Floor Plan - Level 3

| | |
|--------------|------------------------|
| SCALE | 1/8" = 1'-0" @ 24 x 36 |
| JOB NUMBER | 20618 |
| RELEASE DATE | 8-7-2016 |
| DRAWN BY | Author |
| CHECKED BY | Checker |

A113

OF SHEETS

1514



KEYNOTE LEGEND

| | |
|-------------|---------------------------------|
| 10-71 120 | Electric Siret Smokehead Type A |
| 10-71 130 | Electric Siret Smokehead Type B |
| 14-81 81.13 | Trash Chute |

db

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DRAWING RELEASE STATUS **DATE**

| | |
|---------------------------|----------|
| Pre-application questions | 12/01/15 |
| 100% DD Set | 1/15/16 |
| 100% CD Set | 6/28/16 |

AGENDA

| No. | Description |
|-----|-------------|
| | |

SHEET TITLE

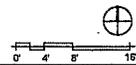
Floor Plan - Level 4

SCALE 1/8" = 1'-0" @ 24 x 36

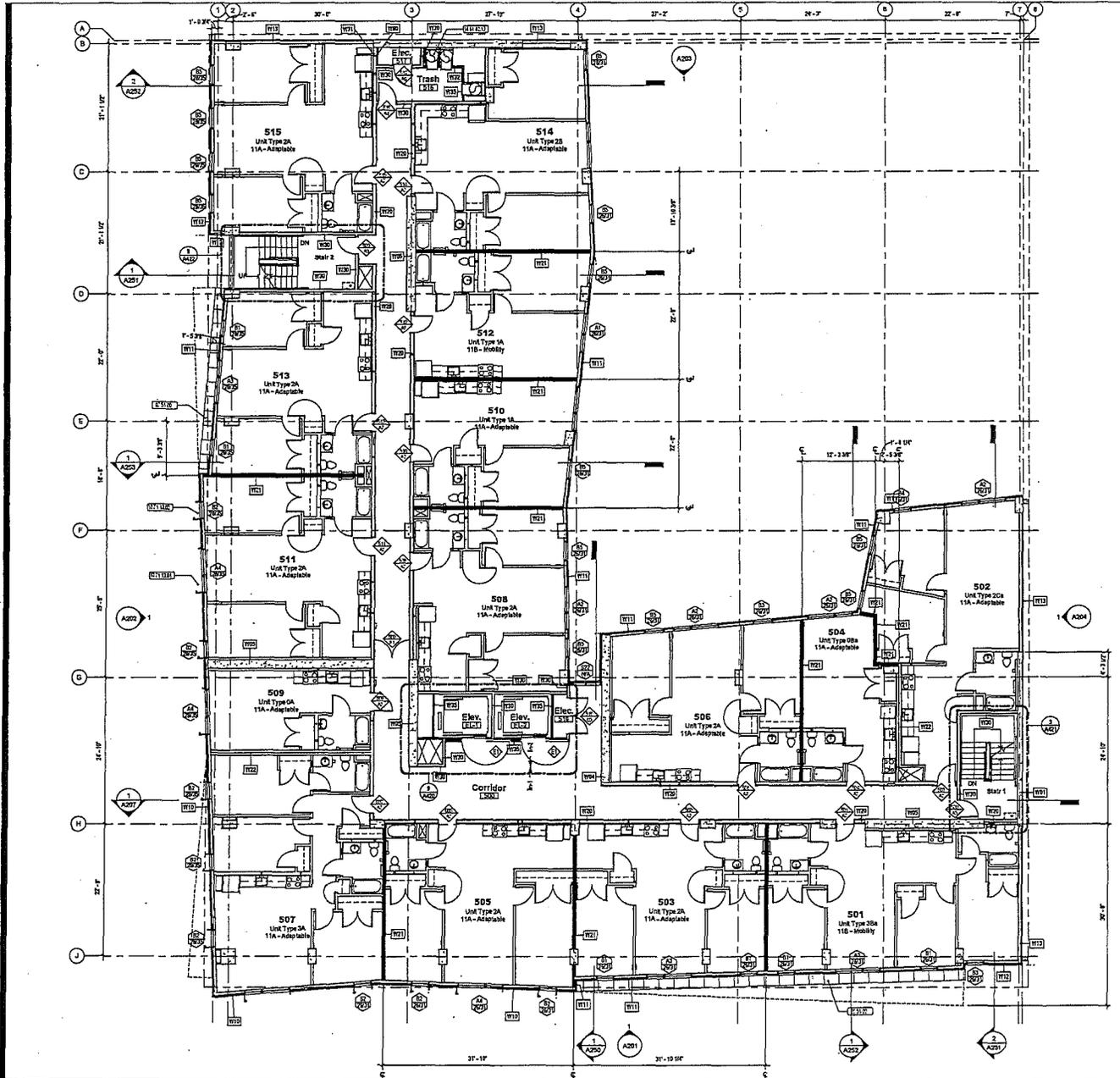
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| JOB NUMBER | 201514 | RELEASE DATE | 8-7-2016 |
| DRAWN BY | Author | CHECKED BY | Checker |

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OF SHEETS



1515



KEYNOTE LEGEND

| | |
|-------------|-------------------------------------|
| 07.21.00 | Modified Shower Vanity, TYP. U.S.G. |
| 10.71.23.01 | Electric Stand Schematics Type A |
| 12.71.13.01 | Isolate Stand Schematics Type B |
| 14.91.02.13 | Trash Chute |

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DRAWING RELEASE STATUS DATE

| | |
|---------------------------|----------|
| Pre-application Questions | 10/10/15 |
| 100% SD Set | 1/15/16 |
| 100% CD Set | 6/27/16 |

ASSESSOR

| No. | Description |
|-----|-------------|
| | |

SHEET TITLE
Floor Plan - Level 5

SCALE
 1/8" = 1'-0" @ 24 x 36

| | |
|---------------------|--------------------------|
| JOB NUMBER 20618 | RELEASE DATE 9-7-2016 |
| DRAWN BY Author | CHECKED BY Checker |

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DRAWING RELEASE STATUS DATE

| | |
|---------------------------|----------|
| Pre-application Questions | 10/10/15 |
| 100% SD Set | 1/15/16 |
| 100% CD Set | 6/27/16 |

ASSESSOR

| No. | Description |
|-----|-------------|
| | |

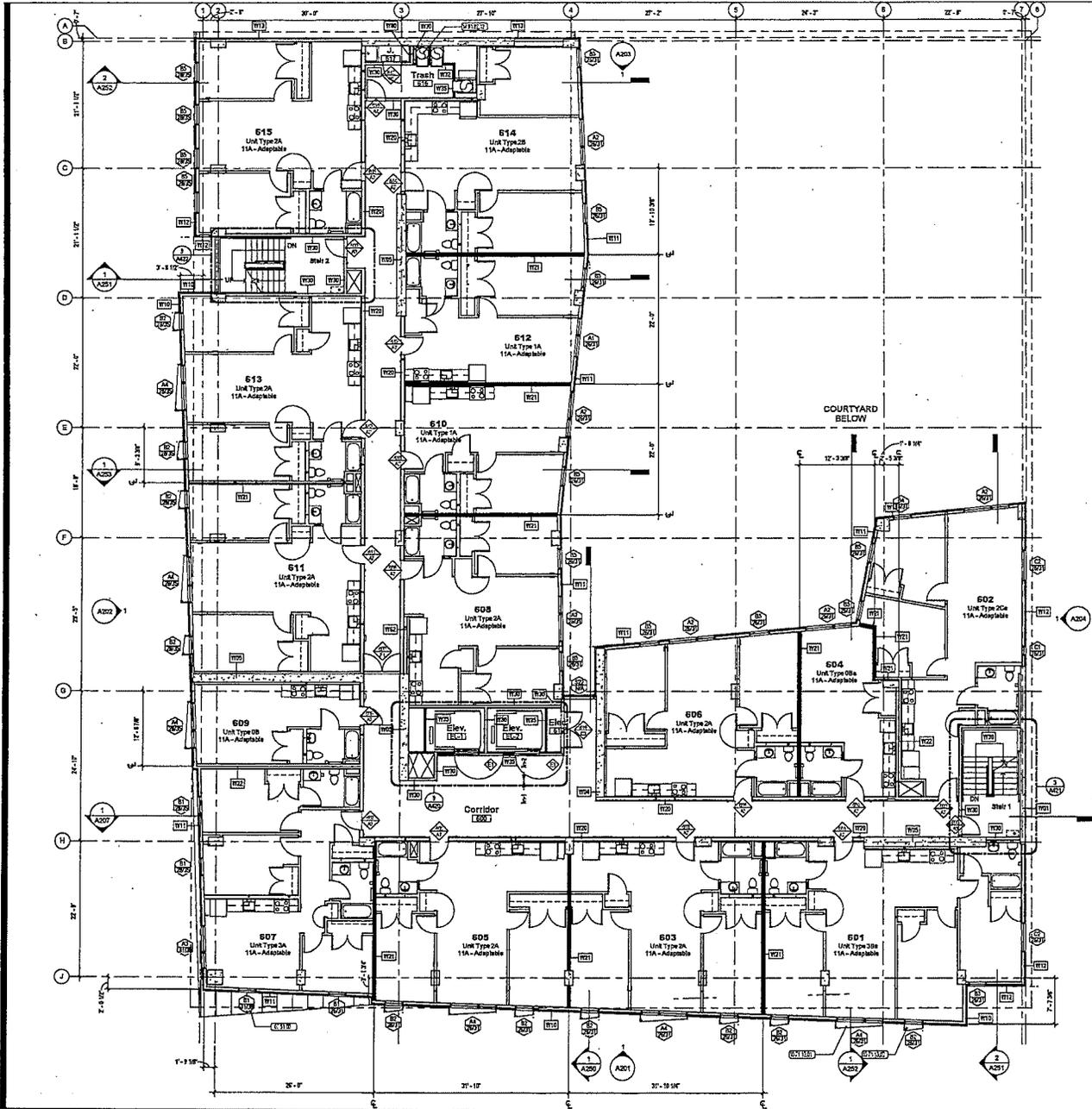
SHEET TITLE
Floor Plan - Level 5

SCALE
 1/8" = 1'-0" @ 24 x 36

| | |
|---------------------|--------------------------|
| JOB NUMBER 20618 | RELEASE DATE 9-7-2016 |
| DRAWN BY Author | CHECKED BY Checker |

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 OF SHEETS

1516



KEYNOTE LEGEND

| | |
|-----------|--------------------------------|
| 07 61 01 | Modified Shower Head, TTY, U&K |
| 09 71 101 | Exterior Steel Sash Type A |
| 09 71 102 | Exterior Steel Sash Type B |
| 14 61 613 | Door Closer |

DRAWING RELEASE STATUS

| Pre-approval question | DATE |
|-----------------------|---------|
| 100% CD Set | 1/27/15 |
| 100% ED Set | 1/19/18 |
| 100% DD Set | 9/12/18 |

ADDENDA

| No. | Description |
|-----|-------------|
| | |
| | |

SHEET TITLE

Floor Plan - Level 6

SCALE

1/8" = 1'-0" @ 24 x 36

| | |
|-------------------|---------------------|
| JOB NUMBER | RELEASE DATE |
| 20616 | 9-7-2018 |
| DRAWN BY | CHECKED BY |
| Author | Checker |

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| Pre-approval question | DATE |
|-----------------------|---------|
| 100% CD Set | 1/27/15 |
| 100% ED Set | 1/19/18 |
| 100% DD Set | 9/12/18 |

ADDENDA

| No. | Description |
|-----|-------------|
| | |
| | |

SHEET TITLE

Floor Plan - Level 6

SCALE

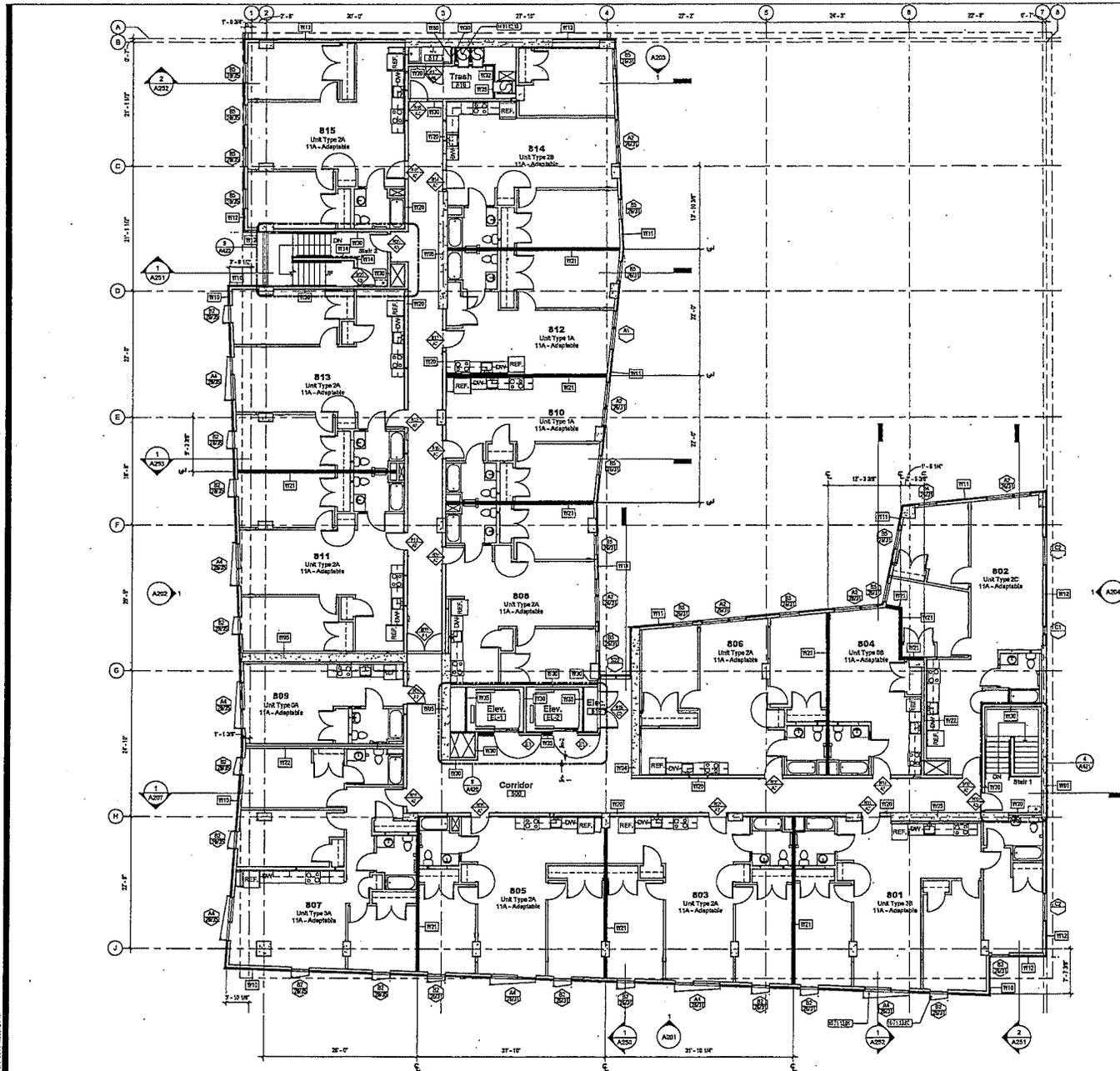
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| | |
|-------------------|---------------------|
| JOB NUMBER | RELEASE DATE |
| 20616 | 9-7-2018 |
| DRAWN BY | CHECKED BY |
| Author | Checker |

A116

OF SHEETS

1518



KEYNOTE LEGEND

| | |
|-------------|--------------------------------|
| 10.71.13.01 | Estimate Sheet Schedule Type A |
| 10.71.13.02 | Estimate Sheet Schedule Type B |
| 14.01.02.10 | Trash Chute |



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| DRAWING RELEASE STATUS | DATE |
|--------------------------|---------|
| 20% completion questions | 12/9/16 |
| 100% SD Set | 1/19/18 |
| 100% DD Set | 6/12/18 |

| ADDENDUM | |
|----------|-------------|
| No. | Description |
| | |

SHEET TITLE
Floor Plan - Level 8

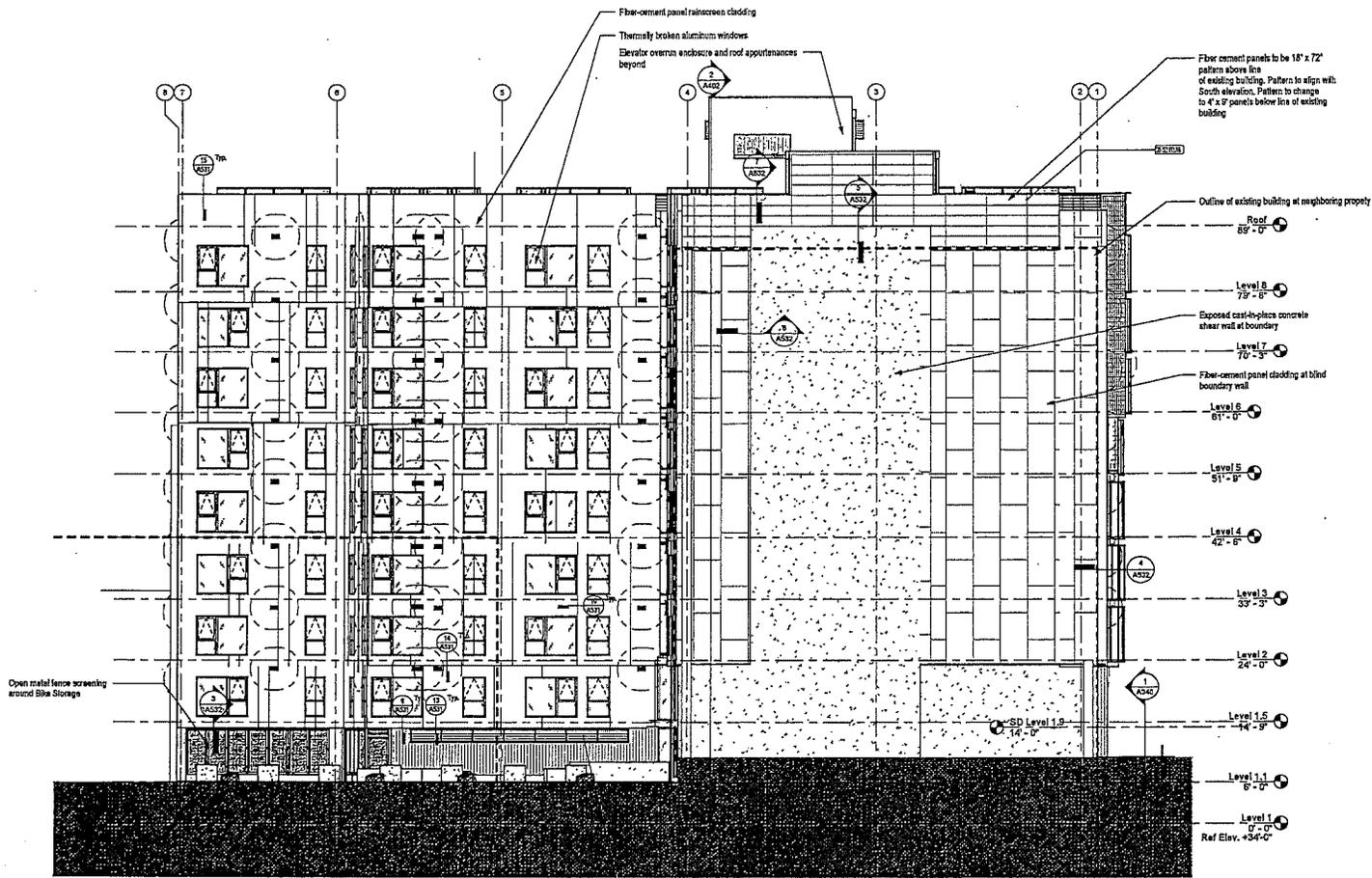
SCALE
1/8" = 1'-0" @ 24 x 36

| | |
|---------------------|--------------------------|
| JOB NUMBER 20018 | RELEASE DATE 3-7-2018 |
| DRAWN BY Author | CHECKED BY Chester |

A118
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1522



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| DRAWING RELEASE STATUS | DATE |
|---------------------------|---------|
| Pre-application questions | 10/9/15 |
| 100% DD Set | 1/16/16 |
| 100% CD Set | 6/15/16 |

| ADDENDA | |
|---------|-------------|
| No. | Description |
| | |

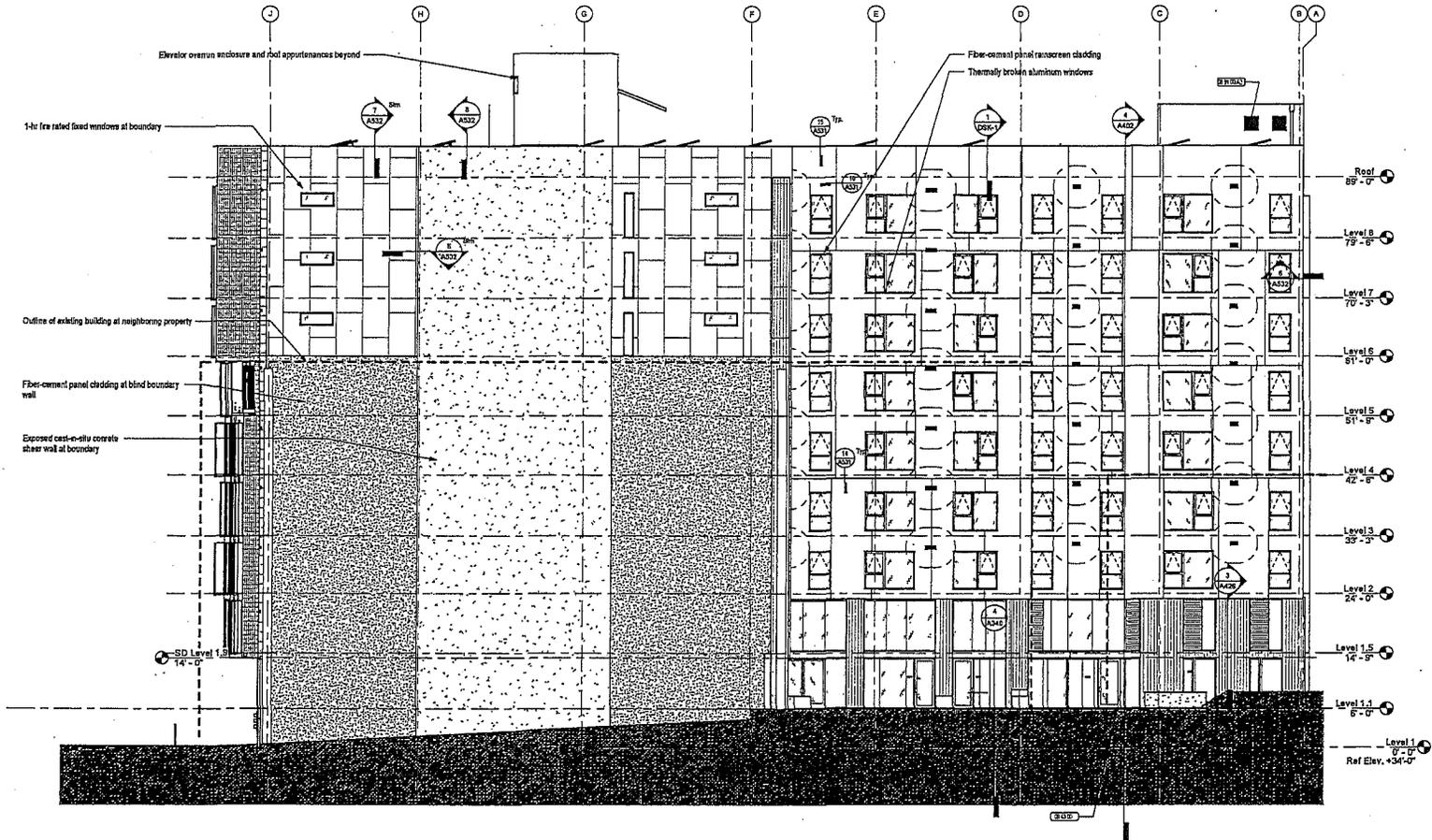
SHEET TITLE
Elevation - North

| | |
|---------------------------------|--------------------------|
| SCALE As Indicated @ 24 x 36 | |
| JOB NUMBER 20618 | RELEASE DATE 6-7-2015 |
| DRAWN BY Author | CHECKED BY Checker |

A203
 OF SHEETS

MAY 13 2016 10:02 AM

1523



| KEYNOTE LEGEND | |
|----------------|---|
| 04 03 00 | Aluminum Framed Structure with Glass Double Glazing, 3/8" |
| 04 01 00 02 | |



0" 2" 4" 8"



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| DRAWING RELEASE STATUS | DATE |
|---------------------------|---------|
| Pre-application questions | 12/8/15 |
| 100% SD Set | 1/15/16 |
| 100% CD Set | 3/15/16 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

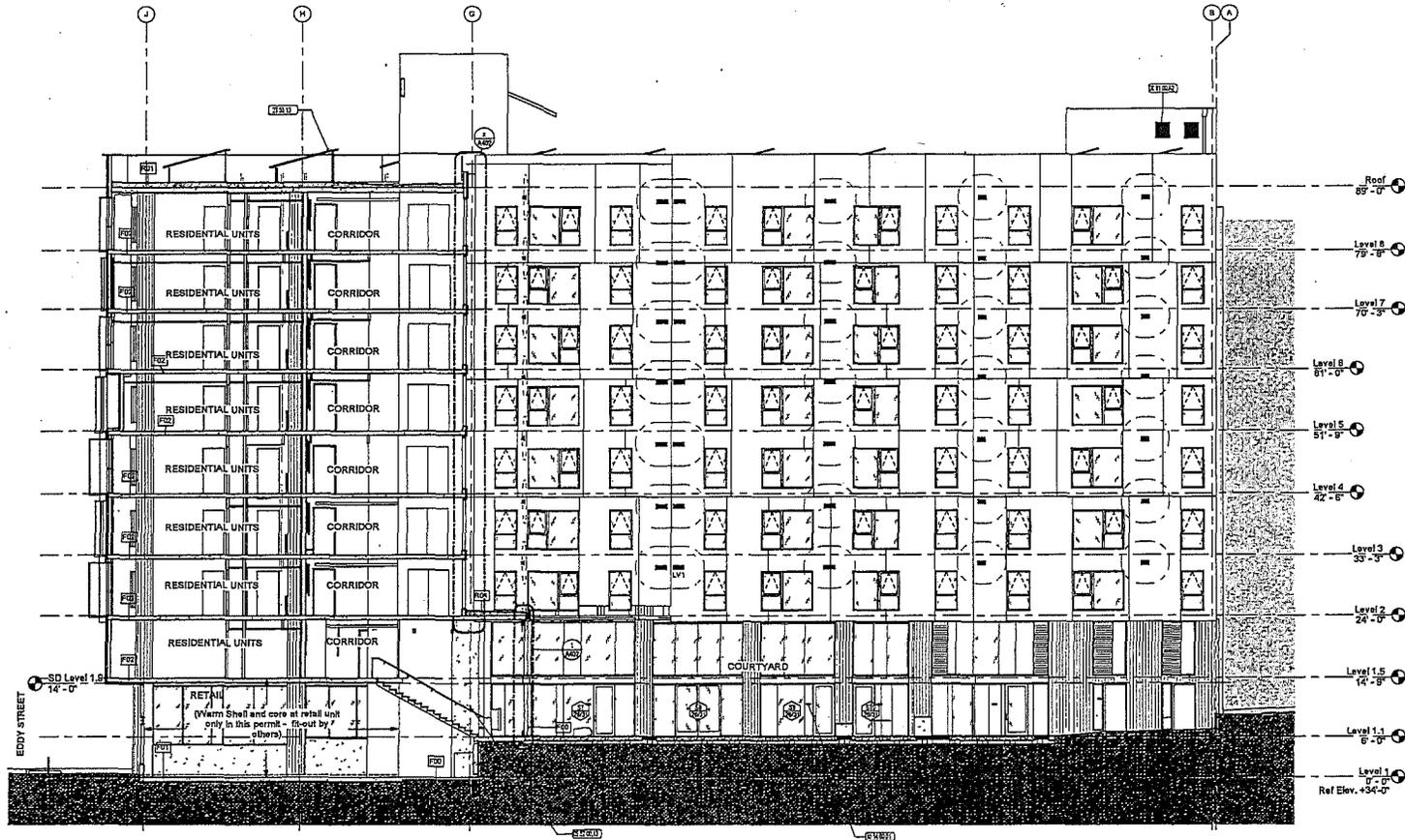
| ADDENDA | |
|---------|-------------|
| No. | Description |
| | |
| | |

SHEET TITLE
Elevation - East

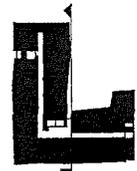
| SCALE | |
|------------------------|--------------|
| As Indicated @ 24 x 36 | |
| JOB NUMBER | RELEASE DATE |
| 20618 | 6-7-2015 |
| DRAWN BY | CHECKED BY |
| Author | Checker |

A204
 OF SHEETS

1525



| KEYNOTE LEGEND | |
|----------------|------------------------------------|
| 02 02 01.0 | Walls Thermal, 1-1/2" minimum |
| 02 01 02.0 | Roof |
| 02 01 03.0 | Concrete Slab, see Structural Plan |
| 02 01 04.0 | Concrete Slab, see Structural Plan |



KEY PLAN



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| DRAWING RELEASE STATUS | DATE |
|---------------------------|----------|
| Pre-application checklist | 12/01/13 |
| 100% SD Set | 1/13/14 |
| 100% CD Set | 3/20/14 |

ADDENDA
 No Description

SHEET TITLE
Building Section at Courtyard

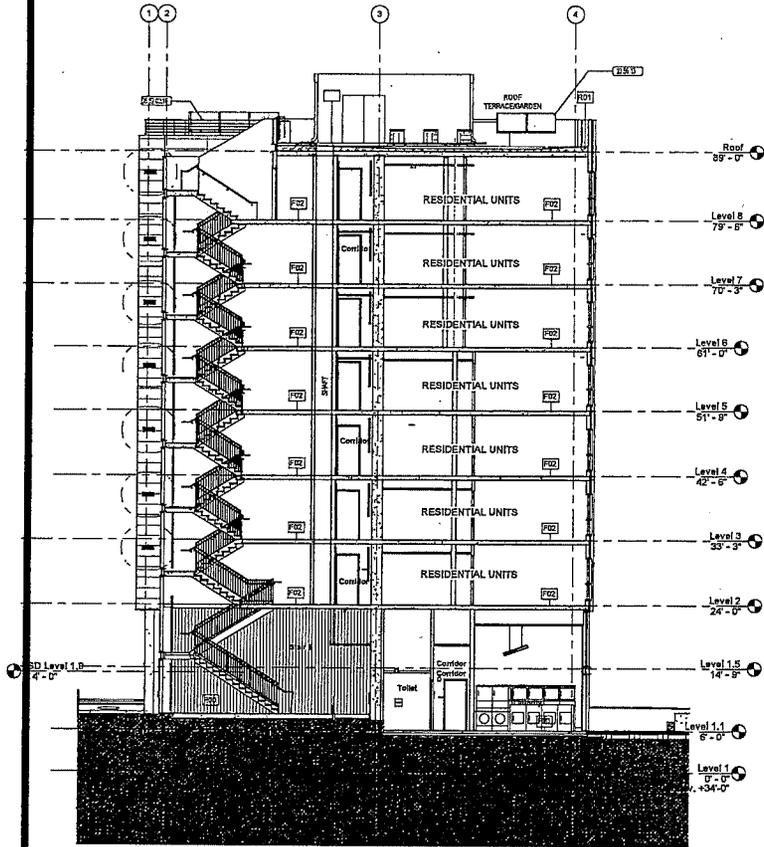
SCALE
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| JOB NUMBER | RELEASE DATE |
|--------------------|-----------------------|
| 2014 | 9-7-2014 |
| DRAWN BY Aubrey | CHECKED BY Chester |

A250

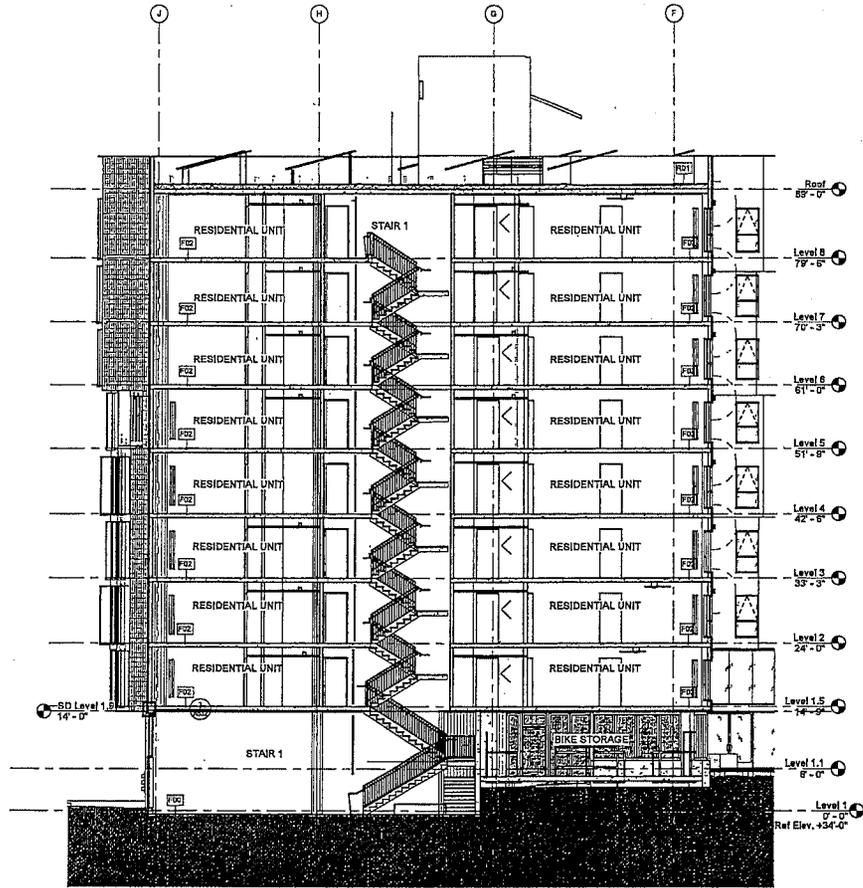
OF SHEETS

1526

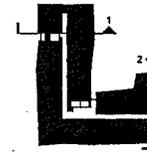


Section at North Stair 1

| KEYNOTE LEGEND | |
|----------------|------------|
| 1 | Struct |
| 2 | Meat Guard |
| 3 | 1/2" 1/2" |



Section at South Stair 2



KEY PLAN



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| DRAWING RELEASE STATUS | DATE |
|---------------------------|----------|
| Pre-application questions | 12/11/15 |
| 100% DD set | 01/15/16 |
| 100% DD set | 01/21/16 |

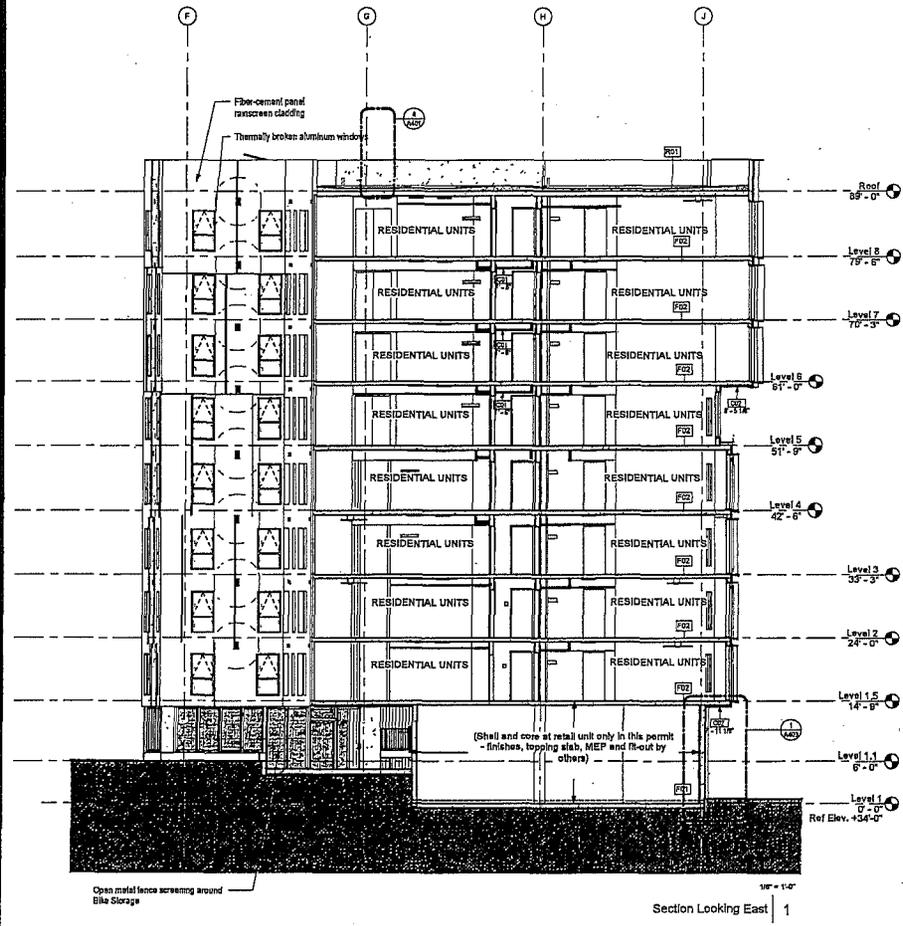
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| No. | Description |

SHEET TITLE
Building Section at Stairs

| SCALE | |
|------------------------|--------------------------|
| As Indicated @ 24 x 36 | |
| JOB NUMBER 20516 | RELEASE DATE 8-7-2016 |
| DRAWN BY Author | CHECKED BY Checker |

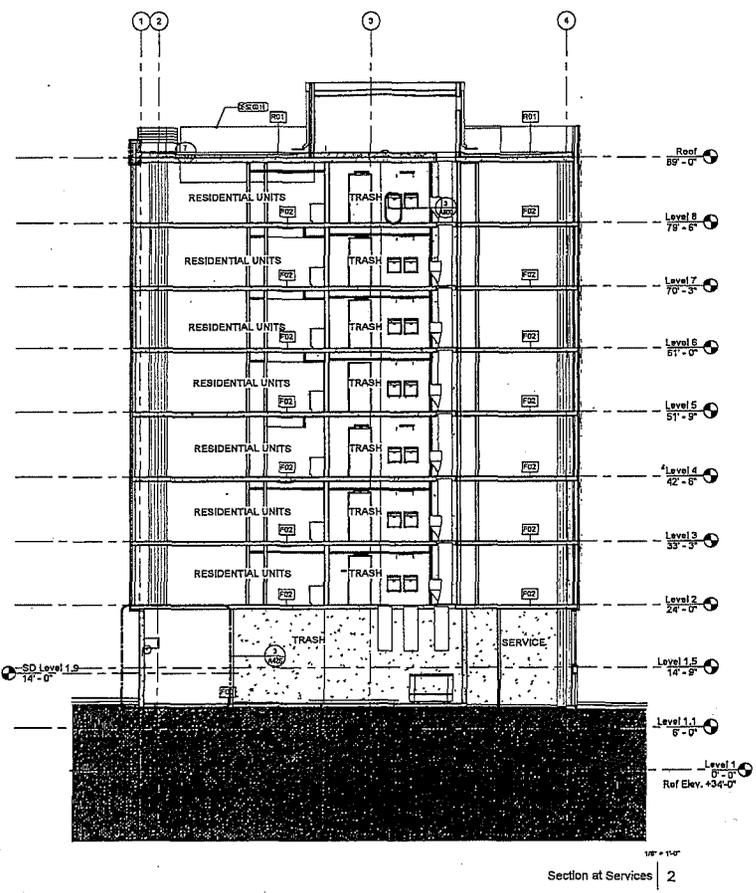
A251
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1527



KEYNOTE LEGEND

| | |
|----------|------------|
| 05.01.01 | Wood Guard |
|----------|------------|



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|---------------------------|---------|
| Pre-application questions | 12/9/15 |
| 100% SD set | 1/15/16 |
| CCDR SD set | 3/19/16 |

| ADDENDA | |
|---------|-------------|
| No. | Description |
| | |

SHEET TITLE
Building Sections

| | |
|---------------------------------|--------------------------|
| SCALE As indicated @ 24 x 36 | |
| JOB NUMBER 2015 | RELEASE DATE 8-7-2015 |
| DRAWN BY Austin | CHECKED BY Clive |

A252
 OF SHEETS

14.02.15 15.02.15

GROUND LEASE

by and between

EDDY & TAYLOR ASSOCIATES, L.P.,
a California limited partnership,
and

CITY AND COUNTY OF SAN FRANCISCO,

210 Taylor Street
San Francisco, California

_____, 2017

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GROUND LEASE

This ground lease ("Ground Lease" or "Lease") is dated as of, _____ 2017, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City" or "Landlord"), represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development ("MOHCD"), and EDDY & TAYLOR ASSOCIATES, L.P., a California limited partnership, as tenant (the "Tenant").

RECITALS

- A. The City is the fee owner of the land described in Attachment 1 attached hereto and any existing improvements located thereon ("Site").
- B. On September 14, 2007, as amended July 31, 2015 and further amended April 7, 2017, the Citywide Affordable Housing Loan Committee approved MOHCD's selection of Tenderloin Neighborhood Development Corporation to develop the Site into 113 units of affordable housing for moderate, low- and very-low income persons, including 30 LOSP Program units reserved for homeless families, 5 CalHFA 811 Rental Assistance Program units reserved for developmentally disabled adults, and 1 manager's unit, and approximately _____ square feet of commercial/retail space (the "Project").
- C. On _____, the San Francisco Board of Supervisors and the Mayor approved Resolution No. _____, authorizing the City to purchase the Site from the Tenant pursuant to that certain Agreement of Purchase and Sale for Real Estate dated as of _____, 2017 (the "Purchase Agreement") and enter into a ground lease with the Tenant for the purpose of developing the Project.
- D. The City believes that the fulfillment of the terms and conditions of this Ground Lease are in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in full accord with the public purposes and provisions of applicable State and Federal laws and requirements.

NOW THEREFORE, in consideration of the mutual obligations of the parties hereto, the City hereby leases to Tenant, and Tenant hereby leases from the City, the Site, for the Term (as defined in Article 2), and subject to the terms, covenants, agreements and conditions hereinafter set forth, to each and all of which the City and Tenant hereby mutually agree.

ARTICLE 1: DEFINITIONS

Terms used herein have the meanings given them when first used or as set forth in this Article 1, unless the context clearly requires otherwise.

1.01 Agreement Date means the date first set forth above.

1.02 Area Median Income (or "AMI") means median income as published annually by MOHCD, derived from the Income Limits determined by the United States Department of Housing and Urban Development for the San Francisco area, adjusted solely for household size, but not high housing cost area, also referred to as "Unadjusted Median Income."

1.03 CalHFA means the California Housing Finance Agency.

1.04 CalHFA 811 Rental Assistance Program Units means the 5 units that are receiving annual operating subsidy from CalHFA.

1.05 Effective Date means the date the City records the Memorandum of Ground Lease against the Site, but in no event shall the date be prior to the approval of the Ground Lease by the City's Board of Supervisors and the Mayor.

1.06 First Lease Payment Year has the meaning set forth in Section 4.02(a).

1.07 First Mortgage Lender means any lender and its successors, assigns and participants or other entity holding the first deed of trust on the Leasehold Estate.

1.08 Ground Lease means this Ground Lease of the Site to the Tenant from the City, as amended from time to time.

1.09 HCD means the California Department of Housing and Community Development.

1.10 Improvements means all physical construction, including all structures, fixtures and other improvements, to be constructed or rehabilitated on the Site.

1.11 Laws means all statutes, laws, ordinances, regulations, orders, writs, judgments, injunctions, decrees or awards of the United States or any state, county, municipality or governmental agency.

1.12 Lease Year means each calendar year during the term hereof, beginning on January 1 and ending on December 31, provided that the "First Lease Year" shall commence on the Effective Date and continue through December 31st of that same calendar year. Furthermore, the "Last Lease Year" shall end upon the expiration of the Term hereof.

1.13 Leasehold Estate means the estate held by the Tenant pursuant to and created by this Ground Lease.

1.14 Leasehold Mortgage means any mortgage, deed of trust, trust indenture, letter of credit or other security instrument, and any assignment of the rents, issues and profits from the Site, or any portion thereof, which constitutes a lien on the Leasehold Estate created by this Ground Lease and is approved in writing by the City.

1.15 Lender means any entity holding a Leasehold Mortgage.

1.16 Loan Documents means those certain loan agreements, notes, deeds of trust and declarations and any other documents executed and delivered in connection with the predevelopment, construction and permanent financing for the Project.

1.17 LOSP means an operating subsidy provided to Tenant by the City, the amount of which is sufficient to permit Tenant to operate the Project.

1.18 LOSP Program means the program administered by MOHCD that regulates the distribution of Local Operating Subsidy.

1.19 MOHCD means the Mayor's Office of Housing and Community Development for the City.

1.20 Occupant means any person or entity authorized by Tenant to occupy a residential unit on the Site, or any portion thereof.

1.21 Permitted Limited Partner means Wincopin Circle LLLP as investor limited partner and its successors and assigns as approved by City.

1.22 Premises means the Site together with any Improvements thereon.

1.23 Project means the leasehold interest in the Site and the fee interest in the Improvements on the Site.

1.24 Project Expenses means the following costs, which may be paid from Project Income to the extent of available Project Income: (a) all charges incurred in the operation of the Project for utilities, real estate and/or possessory interest taxes, assessments, and liability, fire and other hazard insurance premiums; (b) salaries, wages and other compensation due and payable to the employees or agents of Tenant who maintain, administer, operate or provide services in connection with the Project, including all withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments required for such employees; (c) payments of required interest, principal or annual servicing fees, if any, on any construction or permanent financing secured by the Project, including an annual monitoring fee equal to the greater of 12.5 basis points on the outstanding bond amount or \$2,500 per year with no annual increases; (d) all other expenses actually incurred by Tenant to cover routine operating and services provision costs of the Project, including maintenance and repair and the reasonable fee of any managing agent; (e) annual Base Rent payments (subject to the accrual provisions in Section 4.02(b) below); (f) approved annual supportive services expenses; (g) any extraordinary expenses as approved in advance by the City; and (h) deposits to reserves accounts required to be established under the Loan Documents or Tenant's partnership agreement. Project Fees are not Project Expenses.

1.21 Project Fees means (i) deferred developer fee; (ii) a combined annual asset management and partnership management fee in the amount of \$39,500, increasing by 3.5% annually, payable to the Tenant's general partner and (ii) an annual investor services fee until the expiration of the tax credit compliance period or the exit of the limited partner investor, whichever shall occur first, in the amount of \$5,000, increasing annually by 0%, payable to Tenant's limited partner. In no event shall such fees exceed the maximum amount permitted by HCD so long as it is a Lender, as permitted by HCD's regulations.

1.22 Project Income means all revenue, income receipts, and other consideration actually received from the operation of leasing the Improvements and Project, including non-residential and/or commercial uses of the Site. Project Income shall include but not be limited to: all rents, fees and charges paid by tenants or users of any portion of the Site; Section 8 or other rental subsidy payments received for the dwelling units; supportive services funding, if applicable; deposits forfeited by tenants; all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements; proceeds from vending and laundry room machines; and the proceeds of business interruption or similar insurance. Project Income shall not include tenants' security deposits, loan proceeds, capital contributions or similar advances.

1.23 Section 811 Program means the disabled housing program administered by CalHFA in coordination with the U.S. Department of Housing and Urban Development pursuant to Section 811 of the Cranston Gonzales National Affordable Housing Act of 1990, as amended.

1.24 Site means the real property as more particularly described in the Site Legal Description, Attachment 1.

1.25 Subsequent Owner means any successor (including a Lender or an affiliate or assignee of a Lender as applicable) to the Tenant's interest in the Leasehold Estate and the Improvements who acquires such interest as a result of a foreclosure, deed in lieu of foreclosure, or transfer from a Lender, its affiliate, and any successors to any such person or entity.

1.26 Surplus Cash means all Project Income in any given Lease Year remaining after payment of Project Expenses and Project Fees. The amount of Surplus Cash will be based on figures contained in audited financial statements. All permitted uses and distributions of Surplus Cash shall be governed by Section 6.02(g) of this Ground Lease.

1.27 Tenant means Eddy & Taylor Associates, L.P., a California limited partnership and its successors and assigns (or a Subsequent Owner, where appropriate).

1.28 Very Low-Income Households means: (a) for a term of 55 years from the date on which a certificate of occupancy is issued for the Project, a tenant household with combined initial income that does not exceed fifty percent (50%) of Area Median Income; and (b) for any period of the Term (or extended term) thereafter, a tenant household with combined initial income that does not exceed sixty percent (60%) of area median income, as published by the California Tax Credit Allocation Committee (TCAC).

1.29 Whenever an Attachment is referenced, it means an attachment to this Ground Lease unless otherwise specifically identified. Whenever a section, article or paragraph is referenced, it is a reference to this Ground Lease unless otherwise specifically referenced.

ARTICLE 2: TERM

(a) **Initial Term.** The term of this Ground Lease shall commence upon the Agreement Date and shall end eighty-seven (87) years from that date ("Term"), unless extended pursuant to section (b) below or earlier terminated pursuant to the terms hereof.

(b) **Option for Extension.** Provided that the Tenant is not in default under the terms of this Ground Lease and the Loan Documents, beyond any notice, grace or cure period, either at the time of giving of an Extension Notice (as defined below), as described in section (c) below, or on the last day of the Term (the "Termination Date"), the Term may be extended at the option of the Tenant for one twelve (12) year period as provided below. If the Term is extended pursuant to this section, all references in this Ground Lease to the "Term" shall mean the Term as extended by this extension period.

(c) **Notice of Extension.** Tenant shall have one (1) option to extend the term of this Ground Lease for a period of twelve (12) years from the Termination Date. Not later than one hundred eighty (180) days prior to the Termination Date, the Tenant may notify the City in writing that it wishes to exercise its option to extend the term of this Ground Lease (an "Extension Notice"). Upon Tenant's exercise of this option, the Initial Term shall be extended for twelve (12) years from the Termination Date for a total Ground Lease term not to exceed ninety-nine (99) years.

(d) **Rent During Extended Term.** Rent for any extended term will be as set forth in Article 4.

(f) **Holding Over.** Any holding over after expiration of the Term or, if applicable, extended term without the City's written consent will constitute a default by Tenant and entitle the City to exercise any or all of its remedies as provided in this Ground Lease, even if the City elects to accept one or more payments of Annual Rent.

(g) **Early Termination for Failure to Close Financing.** Notwithstanding anything to the contrary contained herein, in the event that the close of escrow for all financing required to construct the Project (excluding financing from HCD) does not occur by one year from the recording of the Memorandum of Ground Lease (the "Outside Effective Date"), the Term shall expire on the Outside Effective Date. If requested by Lender, the City shall execute, acknowledge and deliver to Lender a certificate certifying that the close of escrow has occurred and that, as a result, this Section 2(g) is no longer applicable.

ARTICLE 3: FINANCING

Tenant shall submit to the City in accordance with the dates specified in the Schedule of Performance, Attachment 2, for approval by the City, evidence satisfactory to the City that Tenant has sufficient equity capital and commitments for construction and permanent financing, and/or such other evidence of capacity to proceed with the construction of the Improvements in accordance with this Ground Lease, as is acceptable to the City. City hereby acknowledges that as of the Effective Date, Tenant has satisfied this requirement.

ARTICLE 4: RENT

4.01 Annual Rent

(a) Tenant shall pay to the City _____ (\$ _____) (the "Annual Rent") per year for each year of the Term of this Ground Lease. Annual Rent consists of Base Rent and Residual Rent, as defined in Section 4.02 below, without offset of any kind (except as otherwise permitted by this Ground Lease) and without necessity of demand, notice or invoice.

(b) If the Tenant elects to extend the term of this Ground Lease pursuant to Article 2 above, Annual Rent (along with any potential future adjustments) during any such extended term shall be set by mutual agreement of the parties, taking into account the affordable housing restrictions contained in Section 9.02, project debt (including any accrued payment obligations payable from Surplus Cash, such as deferred developer fees) and the annual income expected to be generated by the Project; provided however that Annual Rent during the extended term shall in no event be less than the Annual Rent set forth in Section 4.01(a) above. If the parties cannot agree on Annual Rent for the extended term, either party may invoke a neutral third-party process and shall agree on a neutral third-party appraiser to set the Annual Rent at fair market rent in accordance with the then-prevailing practice for resolving similar rent determination disputes in San Francisco taking into account the affordable housing restrictions contained in Section 9.02 Project debt (including any accrued payment obligations payable from Surplus Cash, such as deferred developer fees) and the annual gross income expected to be generated by the Project or, in the event that there is no then-prevailing practice, in accordance with the rules of the American Arbitration Association. Notwithstanding the foregoing, after the neutral third party process, Tenant, in its sole discretion, may rescind the Extension Notice if it does not wish to extend the Term of this Ground Lease.

4.02 Base Rent

(a) "Base Rent" means, in any given Lease Year, Fifteen Thousand Dollars (\$15,000) per annum; provided, however, that in the event that the Tenant or any Subsequent Owner fails, after notice and opportunity to cure, to comply with the provisions of Section 9.02, Base Rent shall be increased to the full amount of Annual Rent. Base Rent shall be due and payable in arrears on January 31st of each Lease Year; however, no Base Rent shall be due until after the earlier of (i) the date a certificate of occupancy for the Project is issued or (ii) the fifth (5th) anniversary of the Agreement Date (the "First Lease Payment Year"). The first Base Rent payment shall be due on the January 31st of the calendar year following the First Lease Payment Year and shall be equal to \$15,000 times the number of days in the year following receipt of the initial certificate of occupancy for the Improvements or the fifth anniversary of the Agreement Date, divided by 365. Additionally, in the event that a Subsequent Owner elects pursuant to Section 26.06(ii) to operate the Project without being subject to Section 9.02 or any Subsequent Owner elects, pursuant to Section 26.06(ii), to operate the Project without compliance with such provisions, Annual Rent shall be adjusted as provided in Section 26.07.

(b) If the Project does not have sufficient Project Income to pay Base Rent in any

given Lease Year after the payment of Project Expenses in items (a) through (d) in the definition of Project Expenses, above, and the City has received written notice from Tenant regarding its inability to pay Base Rent from Project Income no fewer than sixty (60) days prior to the Base Rent due date along with supporting documentation for Tenant's position that it is unable to pay Base Rent from Project Income, the unpaid amount shall be deferred and all such deferred amounts shall accrue with compound annual interest at the rate of AFR until paid ("Base Rent Accrual"). The Base Rent Accrual shall be due and payable each year from and to the extent Surplus Cash is available to make such payments. Any Base Rent Accrual shall be due and payable upon the earlier of (i) sale of the Project (but not a refinancing or foreclosure of the Project), or (ii) termination of this Ground Lease (unless a new lease is entered into with a mortgagee pursuant to Section 26.09 below).

(c) If Tenant has not provided City with the required written notice and documentation under Section 4.02(b) in connection with its claim that it cannot pay Base Rent due to insufficient Project Income, and/or the City has reasonably determined that Tenant's claim that it is unable to pay Base Rent is not supported by such documentation, the City shall assess a late payment penalty of two percent (2%) for each month or any part thereof that any Base Rent payment is delinquent. This penalty shall not apply to Base Rent Accrual that has been previously approved by the City pursuant to Section 4.02(b). The Tenant may request in writing that the City waive such penalties by describing the reasons for Tenant's failure to pay Base Rent and Tenant's proposed actions to insure that Base Rent will be paid in the future. The City may, in its sole discretion, waive in writing all or a portion of such penalties if it finds that Tenant's failure to pay Base Rent was beyond Tenant's control and that Tenant is diligently pursuing reasonable solutions to such failure to pay.

4.03 Residual Rent

"Residual Rent" means, in any given Lease Year, _____ (\$ _____), subject to any periodic adjustments pursuant to Section 4.01(a). Residual Rent shall be due in arrears on May 15th following each Lease Year. Except as otherwise provided in Section 26.07(a), Residual Rent shall be payable only to the extent of Surplus Cash as provided in Section 6.02(g) below, and any unpaid Residual Rent shall accrue at a compound annual interest rate equal to AFR and shall be paid in a later year from available Surplus Cash, but in all events all Residual Rent accrued during the first fifty-seven (57) years of the Term shall be paid no later than December 31, 2074. In the event that in any year Surplus Cash is insufficient to pay the full amount of the Residual Rent, Tenant shall certify to the City in writing by May 15 that available Surplus Cash is insufficient to pay Residual Rent and Tenant shall provide to City any supporting documentation reasonably requested by City to allow City to verify the insufficiency. Any accrued but unpaid Residual Rent shall be due and payable upon the earlier of (i) sale of the Project (but not a refinancing or foreclosure of the Project); (ii) termination of this Ground Lease or (iii) 57 years from the date of this Lease. All Residual Rent payable after year 57 shall be due and payable annually in arrears on January 31 regardless of the availability of Surplus Cash.

4.04 Triple Net Lease

This Ground Lease is a triple net lease and the Tenant shall be responsible to pay all

costs, charges, taxes, impositions and other obligations related thereto accruing after the Agreement Date. If the City pays any such amounts, whether to cure a default or otherwise protect its interests hereunder, the City will be entitled to be reimbursed by Tenant the full amount of such payments as additional rent within thirty (30) days of written demand by City. Failure to timely pay the additional rent shall be an event of default.

ARTICLE 5: CITY COVENANTS

The City is duly created, validly existing and in good standing under the Law, and has full right, power and authority to enter into and perform its obligations under this Ground Lease. City covenants and warrants that the Tenant and its tenants shall have, hold and enjoy, during the Term, peaceful, quiet and undisputed possession of the Site leased without hindrance or molestation by or from anyone so long as the Tenant is not in default under this Ground Lease.

ARTICLE 6: TENANT COVENANTS

Tenant covenants and agrees for itself and its successors and assigns to or of the Site, or any part thereof, that:

6.01 Limited Partnership Authority

Tenant is a California limited partnership and has full rights, power and authority to enter into and perform its obligations under this Ground Lease.

6.02 Use of Site and Rents

During the Term of this Ground Lease, Tenant and its successors and assigns shall comply with the following requirements:

6.02(a) Permitted Uses

Except as provided in Sections 26.06 and 26.07 of this Ground Lease, Tenant shall devote the Site to, exclusively and in accordance with, the uses specified in this Ground Lease, as specified in Article 9 hereof, which are the only uses permitted by this Ground Lease.

6.02(b) Non-Discrimination

Tenant shall not discriminate against or segregate any person or group of persons on account of race, color, creed, religion, ancestry, national origin, sex, gender identity, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Site or the Improvements, or any part thereof, nor shall Tenant itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of Occupants, subtenants or vendees on the Site or Improvements, or any part thereof, except to the extent permitted by law or required by funding source. Tenant shall not discriminate against tenants with certificates or

vouchers under the Section 8 program or any successor rent subsidy program.

6.02(c) Non-Discriminatory Advertising

All advertising (including signs) for sublease of the whole or any part of the Site shall include the legend "Equal Housing Opportunity" in type or lettering of easily legible size and design, or as required by applicable law.

6.02(d) Access for Disabled Persons

Comply with all applicable laws providing for access for persons with disabilities, including, but not limited to, the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973.

6.02(e) Equal Opportunity Marketing Plan

Tenant shall submit a Fair Housing Marketing Plan to be approved by the City. Any Fair Housing Marketing Plan must follow the City's marketing requirements for such plans.

6.02(f) Lead Based Paint

Tenant agrees to comply with the regulations set forth in 24 CFR Part 35 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in certain residential structures undergoing federally assisted construction and require the elimination of lead-based paint hazards.

6.02(g) Permitted Uses of Surplus Cash

All annual Project Income, prior to the calculation of Surplus Cash, shall be used to pay Project Expenses, including but not limited to Base Rent, and Project Fees. If the Tenant is in compliance with all applicable requirements and agreements under this Ground Lease, Tenant shall then use any Surplus Cash to make the following payments in the following order of priority:

- i. First, fifty percent (50%) of remaining Surplus Cash to the City for the first fifteen (15) years following the issuance of a certificate of occupancy for the project, and two-thirds (2/3) of remaining Surplus Cash to the City thereafter. For so long as HCD is a Lender, the City's portion of Surplus Cash shall be split on a pro rata basis with HCD. The City's portion of Surplus Cash will be applied first to repayment of all City loans according to the terms of the City loan documents, then to annual Residual Rent;
- ii. Then, any remaining Surplus Cash may be used by Tenant for any purposes approved permitted under the limited partnership agreement of Tenant, as it may be amended from time to time

Notwithstanding the foregoing, Tenant and City agree that the distribution of Surplus Cash may be modified based on the requirements of other Lenders.

6.03 City Deemed Beneficiary of Covenants

In amplification, and not in restriction, of the provisions of the preceding subsections, it is intended and agreed that the City shall be deemed beneficiary of the agreements and covenants provided in this Article 6 for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The City shall have the exclusive right, in the event of any breach of any such agreements or covenants, in each case, after notice and the expiration of cure periods, to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenants, to which it or any other beneficiaries of such agreements or covenants may be entitled.

ARTICLE 7: ANNUAL INCOME COMPUTATION AND CERTIFICATION

Forty-five (45) days after recordation of a NOC (as defined in Section 10.14) by the Tenant for the Improvements, Tenant will furnish to the City a list of the persons who are Occupants of the Improvements, the specific unit which each person occupies, the household income of the Occupants of each unit, the household size and the rent being charged to the Occupants of each unit along with an income certification, in the form set forth in Attachment 6, for each Occupant. In addition, each Occupant must be required to provide any other information, documents or certifications deemed necessary by the City to substantiate the Occupant's income. If any state or federal agency requires an income certification for Occupants of the Improvements containing the above-referenced information, the City agrees to accept such certification in lieu of Attachment 6 as meeting the requirements of this Ground Lease. In addition to such initial and annual list and certification, Tenant agrees to provide the same information and certification to the City regarding each Occupant of the Improvements not later than twenty (20) business days after such Occupant commences occupancy.

ARTICLE 8: CONDITION OF SITE - "AS IS"

Neither the City, nor any employee, agent or representative of the City has made any representation, warranty or covenant, expressed or implied, with respect to the Site, its physical condition, the condition of any improvements, any environmental laws or regulations, or any other matter, affecting the use, value, occupancy or enjoyment of the Site other than as set forth explicitly in this Ground Lease, and the Tenant understands and agrees that the City is making no such representation, warranty or covenant, expressed or implied; it being expressly understood that the Site is being leased in an "AS IS" condition with respect to all matters.

ARTICLE 9: IMPROVEMENTS AND PERMITTED USES

9.01 Schedule of Performance

Tenant agrees to undertake and complete all physical construction on the Site, if any, as approved by the City, in accordance with the Schedule of Performance, Attachment 2

9.02 Permitted Uses and Occupancy Restrictions

The permitted uses of the Project are limited to 112 units of affordable rental housing plus one manager's unit (collectively, the "Residential Units"), 5,677 square feet of commercial space, and common areas. Upon the completion of construction, one hundred percent (100%) of the Residential Units, with the exception of the manager's unit, in the Project shall be occupied or held vacant and available for rental by Very Low Income Households. In addition, 30 of the Residential Units must be set aside for homeless households per LOSP Program requirements; provided however that this requirement shall only apply for so long as the Project receives LOSP subsidy funding for all units designated as LOSP units and 5 of the Residential Units must be set aside for developmentally disabled adults exiting long-term care institutions per CalHFA 811 Program requirements, provided however that this requirement shall only apply for so long as the Project receives subsidy funding under the CalHFA 811 program. Residential Units shall be occupied and rented in accordance with all applicable restrictions imposed on the Project by this Ground Lease and by Lenders for so long as such restrictions are required by the applicable Lender.

ARTICLE 10: CONSTRUCTION OF IMPROVEMENTS

10.01 General Requirements and Rights of City

All construction documents, including but not limited to preliminary and final plans and specifications for the construction of the Improvements by Tenant (collectively the "Construction Documents") shall be prepared by a person registered in and by the State of California to practice architecture and shall be in conformity with this Ground Lease, and all applicable Federal, State and local laws and regulations. The architect shall use, as necessary, members of associated design professions, including engineers and landscape architects. Notwithstanding anything to the contrary contained in this Article 10, the City hereby acknowledges that for purposes of this Ground Lease, the Final Construction Documents for the Project have been approved as of the Effective Date.

10.02 City Approvals and Limitation Thereof

The Construction Documents must be approved by the City in the manner set forth below:

10.02(a) Compliance with Ground Lease

The City's approval with respect to the Construction Documents is limited to determination of their compliance with this Ground Lease. The Construction Documents shall be subject to general architectural review and guidance by City as part of this review and

approval process.

10.02(b) MOHCD Does Not Approve Compliance with Construction Requirements

The City's approval is not directed to engineering or structural matters or compliance with local building codes and regulations, the Americans with Disabilities Act, or any other applicable State or Federal law relating to construction standards or requirements. Tenant further understands and agrees that City is entering into this Ground Lease in its capacity as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Nothing in this Ground Lease shall limit in any way Tenant's obligation to obtain any required approvals from City officials, departments, boards or commissions having jurisdiction over the Premises. By entering into this Ground Lease, City is in no way modifying or limiting Tenant's obligation to cause the Premises to be used and occupied in accordance with all applicable laws.

10.02(c) City Determination Final and Conclusive

The City's determination respecting the compliance of the Construction Documents with this Ground Lease shall be final and conclusive (except that it makes no determination and has no responsibility for the matters set forth in Section 10.02(b), above).

10.03 Construction to be in Compliance with Construction Documents and Law

10.03(a) Compliance with City Approved Documents

The construction shall be in compliance with the City-approved Construction Documents.

10.03(b) Compliance with Local, State and Federal Law

The construction shall be in strict compliance with all applicable local, State and Federal laws and regulations. Tenant understands and agrees that Tenant's use of the Premises and construction of the Improvements permitted hereunder will require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over the Premises, including, without limitation, City agencies. Tenant shall be solely responsible for obtaining any and all such regulatory approvals. Tenant shall not seek any regulatory approval without first obtaining the written consent of City as Landlord under this Lease. Tenant shall bear all costs associated with applying for and obtaining any necessary or appropriate regulatory approval and shall be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval; provided, however, any such condition that could affect use or occupancy of the Project or City's interest therein must first be approved by City in its sole discretion. Any fines or penalties levied as a result of Tenant's failure to comply with the terms and conditions of any regulatory approval shall be immediately paid and discharged by Tenant, and City shall have no liability, monetary or otherwise, for any such fines or penalties. Tenant shall indemnify, defend, and hold harmless the City and the other Indemnified Parties hereunder against all Claims (as such terms are defined in Section 21.01 (Tenant's Indemnity) below) arising in connection with Tenant's failure to obtain or failure by Tenant, its agents or invitees to comply with the terms and conditions of any regulatory approval, excepting only such Claims as are caused exclusively by the willful misconduct or gross negligence of the City.

10.04 Approval of Construction Documents by City

Tenant shall submit and City shall approve or disapprove the Construction Documents referred to in this Ground Lease within the times established in the Schedule of Performance. Failure by City either to approve or disapprove within the times established in the Schedule of Performance shall entitle Tenant to a day for day extension of time for completion of any activities delayed as a direct result of City's failure to timely approve or disapprove the Construction Documents. City hereby acknowledges that, as Landlord under this Ground Lease, as of the Effective Date, City has approved the Construction Documents for the Project.

10.05 Disapproval of Construction Documents by City

If the City disapproves the Construction Documents in whole or in part as not being in compliance with this Ground Lease, Tenant shall submit new or corrected plans which are in compliance within thirty (30) days after written notification to it of disapproval, and the provision of this section relating to approval, disapproval and re-submission of corrected Construction Documents shall continue to apply until the Construction Documents have been approved by the City; provided, however, that in any event Tenant must submit satisfactory Construction Documents (i.e., approved by City) no later than the date specified therefor in the Schedule of Performance.

10.06 Reserved

10.07 Issuance of Building Permits

Tenant shall have the sole responsibility for obtaining all necessary building permits and shall make application for such permits directly to the City's Department of Building Inspection. The City understands and agrees that Tenant may use the Fast Track method of permit approval for construction of the Improvements.

10.08 Performance and Payment Bonds

Prior to commencement of construction of the Improvements, Tenant shall deliver to City performance and payment bonds, each for the full value of the cost of construction of the Improvements, which bonds shall name the City as co-obligee, or such other completion security which is acceptable to the City. The payment and performance bonds may be obtained by Tenant's general contractor and name Tenant and City as co-obligees.

10.09 City Approval of Changes after Commencement of Construction

Tenant may not approve or permit any change to the plans and specifications approved by the City without the City's prior written consent.

10.10 Times for Construction

Tenant agrees for itself, and its successors and assigns to or of the Leasehold Estate or any part thereof, that Tenant and such successors and assigns shall promptly begin and diligently prosecute to completion the construction of the Improvements upon the Site, and that such construction shall in any event commence and thereafter diligently continue and shall be completed no later than the dates specified in the Schedule of Performance, subject to force majeure, unless such dates are extended by the City.

10.11 Force Majeure

For the purposes of any of the provisions of this Ground Lease, and notwithstanding anything to the contrary, neither the City nor Tenant, as the case may be, shall be considered in breach or default of its obligations, nor shall there be deemed a failure to satisfy any conditions with respect to the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations or satisfaction of such conditions, due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, general scarcity of materials and unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for the satisfaction of conditions to this Ground Lease including those with respect to construction of the Improvements, shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this paragraph shall have notified the other party thereof in writing of the cause or causes thereof within thirty (30) days after the beginning

of any such enforced delay and requested an extension for the period of the enforced delay; and, provided further, that this paragraph shall not apply to, and nothing contained in this paragraph shall extend or shall be construed to extend, the time of performance of any of Tenant's obligations to be performed prior to the commencement of construction, nor shall the failure to timely perform pre-commencement of construction obligations extend or be construed to extend Tenant's obligations to commence, prosecute and complete construction of the Improvements in the manner and at the times specified in this Ground Lease.

10.12 Reports

Commencing when construction of the Improvements commences and continuing until completion of construction of the Improvements, Tenant shall make a report in writing to the City every three (3) months, in such detail as may reasonably be required by the City, as to the actual progress of the Tenant with respect to such construction. The MOHCD Monthly Project Update required under the MOHCD Loan Documents shall satisfy this requirement.

10.13 Access to Site

Commencing as of the Effective Date, Tenant shall permit access to the Site to the City whenever and to the extent necessary to carry out the purposes of the provisions of this Ground Lease, at reasonable times and upon reasonable advance notice, and on an emergency basis without notice whenever City believes that emergency access is required.

10.14 Notice of Completion

Promptly upon completion of the construction of the Improvements in accordance with the provisions of this Ground Lease, Tenant shall file a Notice of Completion ("NOC") and record such approved NOC in the San Francisco Recorder's Office. Tenant shall provide the City with a copy of the recorded NOC.

10.15 Completion of Improvements by New Developer

In the event a Lender or a successor thereto forecloses, obtains a deed in lieu of foreclosure or otherwise realizes upon the Premises and undertakes construction of the Improvements ("New Developer") (A) such New Developer shall not be bound by the provisions of the Schedule of Performance with respect to any deadlines for the completion of the Improvements but shall only be required to complete the Improvements with due diligence and in conformance with a new Schedule of Performance as agreed upon by the New Developer and the City, (B) such New Developer shall only be required to complete the Improvements in accordance with all applicable building codes and ordinances, and the approved Construction Documents with such changes that are mutually agreed upon by the City and the New Developer pursuant to Subsection (C) hereof; and (C) City and New Developer shall negotiate in good faith such reasonable amendments and reasonable modifications to Section 10 of this Ground Lease as the parties mutually determine to be reasonably necessary based upon the financial and construction conditions then existing.

ARTICLE 11: COMPLETION OF IMPROVEMENTS

11.01 Certificate of Completion – Issuance

Promptly after completion of the construction of the Improvements in accordance with the provisions of this Ground Lease, and upon the request of Tenant, the City will furnish Tenant with an appropriate instrument so certifying (the “Certificate of Completion”). Such certification by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants of this Ground Lease with respect to the obligation of Tenant, and its successors and assigns, to construct the Improvements in accordance with City approved Construction Documents and the dates for the beginning and completion thereof; provided, however, that such determination shall only be withheld because of failure to carry out specific requirements of this Ground Lease; provided further that such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of Tenant to any Lender, or any insurer of a mortgage, securing money loaned to finance the construction or any part thereof; provided further, that City issuance of any Certificate of Completion does not relieve Tenant or any other person or entity from any and all City requirements, regulatory approvals, or conditions relating to construction or occupancy of the Improvements, which requirements or conditions must be complied with separately.

City may elect to issue to Tenant a Certificate of Completion if no events of default by Tenant are then existing under this Ground Lease and Tenant has completed the Improvements in accordance with this Ground Lease, except for: (1) punch list items; (2) landscaping and other outside areas of the Improvements; and (3) other items that do not adversely affect or impair Tenant’s use and occupancy of the Improvements for the purposes contemplated by this Ground Lease and that do not preclude the City’s issuance of a certificate of occupancy or other certificate or authorization of Tenant’s use and occupancy of the Improvements. However, City will not be obligated to issue a Certificate of Completion in these circumstances unless and until Tenant has provided to the City, at the City’s request, a bond, letter of credit, certificate of deposit, or other security reasonably acceptable to the City in an amount equal to 110% of the estimated cost of completing the items described in clauses (1) through (3) above, as reasonably determined by the City.

11.02 Certifications to be Recordable

All certifications provided for in this section shall be in such form as will enable them to be recorded with the Recorder of the City.

11.03 Certification of Completion - Non-Issuance Reasons

If MOHCD shall refuse or fail to provide any certification in accordance with the provisions of Section 11.01, the City shall provide Tenant with a written statement, within fifteen (15) days after receipt by the City of the original written request by Tenant, indicating in adequate detail in what respects Tenant has failed to complete the construction of the Improvements in accordance with the provisions of this Ground Lease or is otherwise in default

hereunder and what measures or acts will be necessary, in the opinion of the City, for Tenant to take or perform in order to obtain such certification.

ARTICLE 12: CHANGES TO THE IMPROVEMENTS

12.01 Post Completion Changes

The City has a particular interest in the Project and in the nature and extent of the permitted changes to the Improvements. Accordingly, it desires to and does hereby impose the following particular controls on the Site and on the Improvements: during the term of this Ground Lease, neither Tenant, nor any voluntary or involuntary successor or assign, shall make or permit any Change in the Improvements (as defined in Section 12.02), unless the express prior written consent for any change shall have been requested in writing from the City and obtained, and, if obtained, upon such terms and conditions as the City may reasonably require. The City agrees not to withhold or delay its response to such a request unreasonably.

12.02 Definition of Change

'Change' as used in this Article means any alteration, modification, addition and/or substitution of or to the Site, the Improvements, and/or the density of development which differs materially from that which existed upon the completion of construction of the Improvements in accordance with this Ground Lease, and shall include without limitation the exterior design and exterior materials. For purposes of the foregoing, exterior shall mean and include the roof of the Improvements. Changes shall not include repairs, maintenance and interior alterations in the normal course of operation of the Project, or as may be required in an emergency to protect the safety and well-being of the Project's Occupants.

12.03 Enforcement

Subject to Article 19 hereof, City shall have any and all remedies in law or equity (including without limitation restraining orders, injunctions and/or specific performance), judicial or administrative, to enforce the provisions of this Article 12, including without limitation any threatened breach thereof or any actual breach or violation thereof.

ARTICLE 13: TITLE TO IMPROVEMENTS

City acknowledges that fee title to the Improvements shall be vested in Tenant. It is the intent of the Parties that this Ground Lease and Memorandum of Lease shall create a constructive notice of severance of the Improvements from the Land without the necessity of a deed from Lessor to Lessee. City and Tenant hereby agree that fee title to the Improvements shall remain vested in Tenant during the Term, subject to Section 14.01 below; provided, however, that, subject to the rights of any Lenders and as further consideration for the City entering into this Ground Lease, at the expiration or earlier termination of this Ground Lease, fee title to all the Improvements shall vest in the City without further action of any party, without any obligation by the City to pay any compensation therefor to Tenant, and without the necessity of a deed from Tenant to the City. Notwithstanding the foregoing, if requested by City, upon

expiration or sooner termination of this Ground Lease, Tenant shall execute, acknowledge, and deliver to the City a good and sufficient grant deed conveying to City Tenant's fee interest in the Improvements. City acknowledges and agrees that any and all depreciation, amortization and tax credits for federal or state tax purposes relating to the Improvements and any and all additions thereto, substitutions therefor, fixtures therein and other property relating thereto shall be deducted or credited exclusively to Tenant during the Term and for the tax years during which the Term begins and ends.

ARTICLE 14: ASSIGNMENT, SUBLEASE OR OTHER CONVEYANCE

14.01 Assignment, Sublease or Other Conveyance by Tenant

Subject to permitted transfers under Article 47 of this Ground Lease, Tenant may not sell, assign, convey, sublease, or transfer in any other mode or form all or any part of its interest in this Ground Lease or in the Improvements or any portion thereof, other than to Lender(s) or affiliates of Lender(s), or allow any person or entity to occupy or use all or any part of the Site, other than leases to residential tenants and commercial tenants in the ordinary course of business, nor may it contract or agree to do any of the same, without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed. The City reserves the right to review and approve any commercial leases and commercial tenants for the Site, which approval shall not be unreasonably withheld or delayed.

14.02 Assignment, Sublease or Other Conveyance by City

The parties acknowledge that any sale, assignment, transfer or conveyance of all or any part of the City's interest in the Site, the Improvements, or this Ground Lease, is subject to this Ground Lease. The City will require that any purchaser, assignee or transferee expressly assume all of the obligations of the City under this Ground Lease by a written instrument recordable in the Official Records of the City. This Ground Lease shall not be affected by any such sale, and Tenant shall attorn to any such purchaser or assignee.

ARTICLE 15: TAXES

Tenant agrees to pay, or cause to be paid, when due to the proper authority, any and all valid taxes, assessments and similar charges on the Site which become effective after the Effective Date of this Ground Lease, including all taxes levied or assessed on the possession, use or occupancy, as distinguished from the ownership, of the Site. Tenant shall not permit any such taxes, charges or other assessments to become a defaulted lien on the Site or the Improvements thereon; provided, however, that in the event any such tax, assessment or similar charge is payable in installments, Tenant may make, or cause to be made, payment in installments; and, provided further, that Tenant may contest the legal validity or the amount of any tax, assessment or similar charge, through such proceedings as Tenant considers necessary or appropriate, and Tenant may defer the payment thereof so long as the validity or amount thereof shall be contested by Tenant in good faith and without expense to the City. In the event of any such contest, Tenant shall protect, defend and indemnify the City against all loss, cost, expense or damage resulting there from, and should Tenant be unsuccessful in any such contest, Tenant

shall forthwith pay, discharge, or cause to be paid or discharged, such tax, assessment or other similar charge. The City shall furnish such information as Tenant shall reasonably request in connection with any such contest provided that such information is in the City's possession or control or is otherwise available to the public. City hereby consents to and shall reasonably cooperate and assist with Tenant applying for and obtaining any applicable exemptions from taxes or assessments levied on the Site, the Improvements or on Tenant's interest therein. Tenant shall have no obligation under this Section prior to the Effective Date, including but not limited to any taxes, assessments or other charges levied against the Site which are incurred prior to the Effective Date.

ARTICLE 16: UTILITIES

From and after the Effective Date, Tenant shall procure water and sewer service from the City and electricity, telephone, natural gas and any other utility service from the City or utility companies providing such services, and shall pay all connection and use charges imposed in connection with such services. From and after the Effective Date, as between the City and Tenant, Tenant shall be responsible for the installation and maintenance of all facilities required in connection with such utility services to the extent not installed or maintained by the City or the utility providing such service. All electricity necessary for operations in the Premises shall be purchased from San Francisco Public Utilities Commission ("SFPUC"), at SFPUC's standard rates charged to third parties, unless SFPUC determines, in its sole judgment, that it is not feasible to provide such service to the Premises. SFPUC is the provider of electric services to City property, and the Interconnection Services Department of SFPUC's Power Enterprise coordinates with Pacific Gas and Electric Company and others to implement this service. To arrange for electric service to the Premises, Tenant shall contact the Interconnection Services Department in the Power Enterprise of the SFPUC.

ARTICLE 17: MAINTENANCE

Tenant, at all times during the term hereof, shall maintain or cause to be maintained the Premises in good condition and repair to the reasonable satisfaction of the City, including the exterior, interior, substructure and foundation of the Improvements and all fixtures, equipment and landscaping from time to time located on the Site or any part thereof. The City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Site or any buildings or improvements now or hereafter located thereon.

ARTICLE 18: LIENS

Tenant shall use its best efforts to keep the Site free from any liens arising out of any work performed or materials furnished by itself or its subtenants. In the event that Tenant shall not cause the same to be released of record or bonded around within twenty (20) days following written notice from the City of the imposition of any such lien, the City shall have, in addition to all other remedies provided herein and by law, the right but not the obligation to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All sums paid by the City for such purpose, and all reasonable expenses incurred by it in connection therewith, shall be payable to the City by Tenant on demand; provided, however,

Tenant shall have the right, upon posting of an adequate bond or other security, to contest any such lien, and the City shall not seek to satisfy or discharge any such lien unless Tenant has failed so to do within ten (10) days after the final determination of the validity thereof. In the event of any such contest, Tenant shall protect, defend, and indemnify the City against all loss, cost, expense or damage resulting therefrom. The provisions of this Section shall not apply prior to the Effective Date or to any liens arising prior to the Effective Date.

ARTICLE 19: GENERAL REMEDIES

19.01 Application of Remedies

The provisions of this Article 19 shall govern the parties' remedies for breach of this Ground Lease.

19.02 Notice and Cure Rights for Tenant and Permitted Limited Partner

(a) The City may not exercise its remedies under this Ground Lease for a default by the Tenant unless and until: (i) the City has given written notice of any such default, in accordance with the notice provisions of Article 38, to Tenant and Permitted Limited Partners, who have requested notice as set forth below, and (ii) such default has not been cured within sixty (60) days or such longer period as may be set forth herein, following the giving of such notice or, if such default cannot be cured within such 60-day period, such longer period as is reasonably necessary to cure such default, provided that such cure has been commenced within such 60-day period and is being prosecuted diligently to completion. If a Permitted Limited Partner cannot cure a default due to an automatic stay in Bankruptcy court because the general partner of the Tenant is in bankruptcy, any cure period will be tolled during the pendency of such automatic stay.

(b) The City will not exercise its remedy to terminate this Ground Lease if a Permitted Limited Partner is attempting to cure the default and such cure requires removal of the managing general partner, so long as the Permitted Limited Partner is proceeding diligently to remove the managing general partner in order to effect a cure of such default.

(c) Unless otherwise provided for herein, any limited partner wishing to become a Permitted Limited Partner other than any Permitted Limited Partner identified in Section 38 must provide five (5) days written notice to the City in accordance with the notice provisions of this Ground Lease, setting forth a notice address and providing a copy of such notice to the Tenant and all of the Tenant's partners. Such limited partner will become a Permitted Limited Partner upon the expiration of the five-day period. A limited partner will not be afforded the protections of this section with respect to any default occurring prior to the time such limited partner becomes a Permitted Limited Partner.

19.03 Breach by City

If Tenant believes a material breach by the City of this Ground Lease has occurred, Tenant shall first notify the City in writing of the purported breach, giving the City sixty (60)

days from receipt of such notice to cure such breach. In the event City does not then cure or, if the breach is not reasonably susceptible to cure within that sixty (60) day period, begin to cure within sixty (60) days and thereafter diligently prosecute such cure to completion, then Tenant shall be afforded all of its rights at law or in equity by taking any or all of the following remedies: (i) terminating in writing this entire Ground Lease with the written consent of each Lender; (ii) prosecuting an action for damages; (iii) seeking specific performance of this Ground Lease; or (iv) any other remedy available at law or equity.

19.04 Breach by Tenant

19.04(a) Default by Tenant

Subject to the notice and cure rights under Section 19.02, the following events each constitute a basis for the City to take action against Tenant:

- (1) Tenant fails to comply with the Permitted Uses and Occupancy Restrictions set forth in Section 9.02;
- (2) Tenant voluntarily or involuntarily assigns, transfers or attempts to transfer or assign this Ground Lease or any rights in this Ground Lease, or in the Improvements, except as permitted by this Ground Lease or otherwise with the approval of the City;
- (3) From and after the Effective Date, Tenant, or its successor in interest, shall fail to pay real estate taxes or assessments on the Premises or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Ground Lease, or shall suffer any levy or attachment to be made, or any material supplier's or mechanic's lien or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged within the time period provided in Article 18; provided, however, that Tenant shall have the right to contest any tax or assessment pursuant to Article 15 and Article 18 and, upon the posting of an adequate bond or other security, to contest any such lien or encumbrance. In the event of any such contest, Tenant shall protect, indemnify and hold City harmless against all losses and damages, including reasonable attorneys' fees and costs resulting therefrom;
- (4) Tenant shall be adjudicated bankrupt or insolvent or shall make a transfer in fraud of creditors, or make an assignment for the benefit of creditors, or bring or have brought against Tenant any action or proceeding of any kind under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act and, in the event such proceedings are involuntary, Tenant is not dismissed from the same within sixty (60) days thereafter; or, a receiver is appointed for a substantial part of the assets of Tenant and such receiver is not discharged within sixty (60) days;
- (5) Tenant breaches any other material provision of this Ground Lease;
- (6) Tenant fails to pay any portion of Annual Rent when due in accordance with the terms and provisions of this Ground Lease.

19.04(b) Notification and City Remedies

Upon the happening of any of the events described in Section 19.04(a) above, and prior to exercising any remedies, the City shall notify Tenant, the Permitted Limited Partners, and each Lender in writing of the Tenant's purported breach, failure or act in accordance with the notice provisions of Article 38, giving Tenant sixty (60) days from receipt of such notice to cure such breach, failure or act. In the event Tenant does not cure or, if the breach, failure or act is not reasonably susceptible to cure within that sixty (60) day period, begin to cure within sixty (60) days and thereafter diligently prosecute such cure to completion, then, subject to the rights of any Lender and subject to Section 19.02 and Article 26, the City thereafter shall be afforded all of its rights at law or in equity, including without limitation any or all of the following remedies: (1) terminating in writing this Ground Lease; (2) prosecuting an action for damages; (3) seeking specific performance of this Ground Lease; or (4) in the case of default under Section 19.04(a)(1), increasing the Base Rent to the full amount of the Annual Rent.

Notwithstanding the foregoing, (i) during the 15-year tax credit "compliance period" (as defined in Section 42 of the Internal Revenue Code, as amended) for the Project, City may only terminate this Ground Lease for a default by Tenant under Section 19.04(a)(6) above; and (ii) at all times during the term of the Lease, the ability of City to collect any unpaid Residual Rent and the accrued interest on any unpaid Residual Rent shall be limited to the exercise of its rights against the Property, and neither Tenant nor any of its partners shall have any personal liability for repayment of any Residual Rent and/or accrued interest.

ARTICLE 20: DAMAGE AND DESTRUCTION

20.01 Insured Casualty

From and after the Effective Date, if the Improvements or any part thereof are damaged or destroyed by any cause covered by any policy of insurance required to be maintained by Tenant hereunder, Tenant shall promptly commence and diligently complete the restoration of the Improvements as nearly as possible to the condition thereof prior to such damage or destruction; provided, however, that if more than fifty percent (50%) of the Improvements are destroyed or are so damaged by fire or other casualty and if the insurance proceeds do not provide at least ninety percent (90%) of the funds necessary to accomplish the restoration, Tenant, with the written consent of Lender, may terminate this Ground Lease within thirty (30) days after the later of (i) the date of such damage or destruction, or (ii) the date on which Tenant is notified of the amount of insurance proceeds available for restoration. In the event Tenant is required or elects to restore the Improvements, all proceeds of any policy of insurance required to be maintained by Tenant under this Ground Lease shall, subject to any applicable rights of Lenders, be used by Tenant for that purpose and Tenant shall make up from its own funds or obtain additional financing as reasonably approved by the City any deficiency between the amount of insurance proceeds available for the work of restoration and the actual cost thereof. In the event Tenant elects to terminate this Ground Lease pursuant to its right to do so under this Section 20.01, or elects not to restore the Improvements, the insurance proceeds shall be divided in the order set forth in Section 20.03.

20.02 Uninsured Casualty

From and after the Effective Date, if (i) more than 50% of the Improvements are damaged or destroyed and ten percent (10%) or more of the cost of restoration is not within the scope of the insurance coverage; and (ii) in the reasonable opinion of Tenant, the undamaged portion of the Improvements cannot be completed or operated on an economically feasible basis; and (iii) there is not available to Tenant any feasible source of third party financing for restoration reasonably acceptable to Tenant; then Tenant may, with the written consent of each Lender, other than the City, terminate this Ground Lease upon ninety (90) days written notice to the City. If it appears that the provisions of this Section 20.02 may apply to a particular event of damage or destruction, Tenant shall notify the City promptly and not consent to any settlement or adjustment of an insurance award without the City's written approval, which approval shall not be unreasonably withheld or delayed. In the event that Tenant terminates this Ground Lease pursuant to this Section 20.02, all insurance proceeds and damages payable by reason of the casualty shall be divided among City, Tenant and Lenders in accordance with the provisions of Section 20.03. If Tenant does not have the right, or elects not to exercise the right, to terminate this Ground Lease as a result of an uninsured casualty, Tenant shall promptly commence and diligently complete the restoration of the Improvements as nearly as possible to their condition prior to such damage or destruction in accordance with the provisions of Section 20.01 and shall, subject to any applicable rights of Lenders, be entitled to all available insurance proceeds.

20.03 Distribution of the Insurance Proceeds

In the event of an election by Tenant to terminate and surrender as provided in either Sections 20.01 or 20.02, the priority and manner for distribution of the proceeds of any insurance policy required to be maintained by Tenant hereunder shall be as follows:

- (a) First to the Lenders, in order of their priority, to control, disburse or apply to any outstanding loan amounts in accordance with the terms their respective Leasehold Mortgages;
- (b) Second, to pay for the cost of removal of all debris from the Site or adjacent and underlying property, and for the cost of any work or service required by any statute, law, ordinance, rule, regulation or order of any federal, state or local government, or any agency or official thereof, for the protection of persons or property from any risk, or for the abatement of any nuisance, created by or arising from the casualty or the damage or destruction caused thereby;
- (c) Third, to compensate City for any diminution in the value (as of the date of the damage or destruction) of the Site as a raw development site caused by or arising from the damage or destruction; and
- (d) The remainder to Tenant.

20.04 Clean Up of Housing Site

In the event the Tenant terminates this Ground Lease pursuant to the provisions of Sections 20.01 or 20.02 and the proceeds of any insurance policy are insufficient to pay the clean-up and other costs described in Article 20.03(b), Tenant shall have the obligation to pay the portion of such costs not covered by the insurance proceeds.

ARTICLE 21: DAMAGE TO PERSON OR PROPERTY; HAZARDOUS MATERIALS; INDEMNIFICATION

21.01 Damage to Person or Property - General Indemnification

City shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the Site, for any injury or damage to the Premises, or to any property of Tenant, or to any property of any other person, entity or association on or about the Site, unless arising from any gross negligence or willful misconduct of the City or any of its commissioners, officers, agents or employees. Tenant shall defend, hold harmless and indemnify the City including, but not limited to, its boards, commissions, commissioners, departments, agencies and other subdivisions, officers, agents, and employees (each, an "Indemnified Party" and collectively the "Indemnified Parties"), of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description (collectively, "Claims") incurred in connection with or directly or indirectly arising from its tenancy, its or their use of the Site, including adjoining sidewalks and streets, and any of its or their operations or activities thereon or connected thereto; all regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, the Indemnified Parties, except to the extent that such Indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Ground Lease and further excepting only such Claims as are caused exclusively by the willful misconduct or gross negligence of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any Claim. Tenant specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within any indemnity provision set forth in this Ground Lease even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Tenant by City and continues at all times thereafter. Tenant's obligations under this Article shall survive the termination or expiration of this Ground Lease.

21.02 Hazardous Materials – Indemnification

(a) Tenant shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all losses, costs, claims, damages, liabilities, and causes of action of any nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel and engineering consultants) incurred by or asserted against any Indemnified Party in connection with, arising out of, in response to, or in any manner relating to violation of any Environmental Law, or any Release, threatened Release and any condition of pollution, contamination or Hazardous Substance-related nuisance on, under or from the Site.

(b) For purposes of this Section 21.02, the following definitions shall apply:

(i) "Hazardous Substance" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended as of the date of this Ground Lease, 42 U.S.C. 9601(14), and in addition shall include, without limitation, petroleum (including crude oil or any fraction thereof) and petroleum products, asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs"), PCB-containing materials, all hazardous substances identified in the California Health & Safety Code 25316 and 25281(d), all chemicals listed pursuant to the California Health & Safety Code 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, or contaminant under Environmental Law. The foregoing definition shall not include substances which occur naturally on the Site or commercially reasonable amounts of hazardous materials used in the ordinary course of construction and operation of a residential development.

(ii) "Environmental Law" shall include all federal, state and local laws, regulations and ordinances governing hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee or community right-to-know requirements related to the work being performed under this Ground Lease.

(iii) "Release" shall mean any spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any Hazardous Substance.

ARTICLE 22: INSURANCE

22.01 Insurance

The Tenant shall maintain insurance meeting the requirements of this Article.

22.01(a) Insurance Requirements for Tenant

During the term of this Ground Lease, Tenant shall procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of any work hereunder by the Tenant, its agents, representatives, employees or subcontractors and the Tenant's use and occupancy of the Site and the Improvements.

22.01(b) Minimum Scope of Insurance

Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (form CG 00 01 - "Occurrence") or other form approved by the City's Risk Manager.

(2) Insurance Services Office Automobile Liability coverage, code 1 (form CA 00 01 – “Any Auto”) or other form approved by the City’s Risk Manager.

(3) Workers’ Compensation insurance as required by the State of California and Employer’s Liability insurance.

(4) Professional Liability Insurance: Tenant shall require that all architects, engineers, and surveyors for the Project have liability insurance covering all negligent acts, errors and omissions. Tenant shall provide the City with copies of consultants’ insurance certificates showing such coverage.

(5) Insurance Services Office Property Insurance coverage (form CP 10 30 60 95 – “Causes of Loss – Special Form”) or other form approved by the City’s Risk Manager.

(6) Crime Policy or Fidelity Bond covering the Tenant’s officers and employees against dishonesty with respect to the use of City funds.

22.01(c) Minimum Limits of Insurance

Tenant shall maintain limits no less than:

(1) General Liability: Commercial General Liability insurance with no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) annual aggregate limit for bodily injury and property damage, including coverage for contractual liability; personal injury; fire damage legal liability; advertisers’ liability; owners’ and contractors’ protective liability; products and completed operations; broad form property damage; and explosion, collapse and underground (XCU) coverage during any period in which Tenant is conducting any activity on, alteration or improvement to the Site with risk of explosion, collapse, or underground hazards.

(2) Automobile Liability: Business Automobile Liability insurance with no less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage, including owned, hired and non-owned auto coverage, as applicable.

(3) Workers’ Compensation and Employers Liability: Workers’ Compensation, in statutory amounts, with Employers’ Liability limits not less than One Million Dollars (\$1,000,000) each accident, injury, or illness.

(4) Professional Liability: Professional Liability insurance of no less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) annual aggregate limit covering all negligent acts, errors and omissions of Tenant’s architects, engineers and surveyors. If the Professional Liability Insurance provided by the architects, engineers, or surveyors is “claims made” coverage, Tenant shall assure that these minimum limits are maintained for no less than three (3) years beyond completion of the construction or remodeling.

(5) Crime Policy or Fidelity Bond: Crime Policy or Fidelity Bond of no less than Seventy-Five Thousand Dollars (\$75,000) each loss, with any deductible not to exceed Five Thousand Dollars (\$5,000) each loss.

(6) Pollution Liability and/or Asbestos Pollution Liability: Pollution Liability and/or Asbestos Pollution Liability applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year, this coverage shall be endorsed to include Non-Owned Disposal Site coverage. This policy may be provided by the Tenant's contractor, provided that the policy must be "claims made" coverage and Tenant must require Tenant's contractor to maintain these minimum limits for no less than three (3) years beyond completion of the Project.

(7) Property Insurance:

(a) Prior to construction:

(i) Property insurance, excluding earthquake and flood, in the amount no less than One Hundred Percent (100%) of the replacement value of all improvements prior to commencement of construction and City property in the care, custody and control of the Tenant or its contractor, including coverage in transit and storage off-site; the cost of debris removal and demolition as may be made reasonably necessary by such perils, resulting damage and any applicable law, ordinance or regulation; start up, testing and machinery breakdown including electrical arcing; and with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City and all subcontractors as loss payees.

(b) During the course of construction:

(i) Builder's risk insurance, special form coverage, excluding earthquake and flood, for one hundred percent (100%) of the replacement value of all completed improvements and City property in the care, custody and control of the Tenant or its contractor, including coverage in transit and storage off-site; the cost of debris removal and demolition as may be made reasonably necessary by such covered perils, resulting damage and any applicable law, ordinance or regulation; start up, testing and machinery breakdown including electrical arcing, copy of the applicable endorsement to the Builder's Risk policy, if the Builder's Risk policy is issued on a declared-project basis; and with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City and all subcontractors as loss payees.

(ii) Performance and payment bonds of contractors, each in the amount of One Hundred Percent (100%) of contract amounts, naming the City and Tenant as dual obligees or other completion security approved by the City in its sole discretion.

(c) Upon completion of construction:

(i) Property insurance, excluding earthquake and flood, in the amount no less than One Hundred Percent (100%) of the then-current replacement value of all improvements and City property in the care, custody and control of the Tenant or its contractor. For rehabilitation/construction projects that are unoccupied by residential or commercial tenants,

Tenant must obtain Property Insurance by the date that the project receives a Certificate of Substantial Completion. (ii) Boiler and machinery insurance, comprehensive form, covering damage to, loss or destruction of machinery and equipment located on the Site that is used by Tenant for heating, ventilating, air-conditioning, power generation and similar purposes, in an amount not less than one hundred percent (100%) of the actual replacement value of such machinery and equipment.

22.01(d) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions in excess of \$25,000 must be declared to and approved by City's Risk Manager. At the option of City's Risk Manager, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City and County of San Francisco, and their respective commissioners, members, officers, agents, and employees; or the Tenant shall procure a financial guarantee satisfactory to the City's Risk Manager guaranteeing payment of losses and related investigations, claim administration and defense expenses.

22.01(e) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage: The "City and County of San Francisco and their respective commissioners, members, officers, agents, and employees" are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of the Tenant related to the Project; products and completed operations of the Tenant, premises owned, occupied or used by the Tenant related to the Project; and automobiles owned, leased, hired or borrowed by the Tenant for the operations related to the Project. The coverage shall contain no special limitations on the scope of protection afforded to the City and its Commissioners, members, officers, agents or employees.

(2) Workers' Compensation and Property Insurance: The insured shall agree to waive all rights of subrogation against the "City and County of San Francisco, and their respective commissioners, members, officers, agents, and employees" for any losses in connection with this Project.

(3) Claims-made Coverage: Should any of the required insurance be provided under a claims-made form, Tenant shall maintain such coverage continuously throughout the term of this Ground Lease and, without lapse, for a period of three years beyond the expiration of this Ground Lease, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Ground Lease, such claims shall be covered by such claims-made policies.

(4) All Coverage: Each insurance policy required by this Article shall:

(a) Be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior

written notice has been given to City, except in the event of suspension for nonpayment of premium, in which case ten (10) days' notice shall be given.

(b) Contain a clause providing that the City and its officers, agents and employees will not be liable for any required premium.

(c) For any claims related to this Ground Lease, the Tenant's insurance coverage shall be primary insurance with respect to the City and its commissioners, members, officers, agents, and employees. Any insurance or self-insurance maintained by the City or its commissioners, members, officers, agents, or employees shall be in excess of the Tenant's insurance and shall not contribute with it.

(d) The Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City and its commissioners, members, officers, agents, or employees.

(f) Approval of Tenant's insurance by the City will not relieve or decrease the liability of Tenant under this Ground Lease.

(g) The City reserves the right to require an increase in insurance coverage in the event the City determines that conditions show cause for an increase, unless Tenant demonstrates to the City's satisfaction that the increased coverage is commercially unreasonable and unavailable to Tenant.

22.01(f) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-VIII or as otherwise approved by the City's Risk Manager.

22.01(g) Verification of Coverage

Tenant shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause at the commencement of this Ground Lease and annually thereafter. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

22.01(h) Contractor, Subcontractors and Consultants Insurance

Tenant shall include all subcontractors and consultants as additional insureds under its policies or shall furnish separate certificates and endorsements for each. Tenant shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Tenant as additional insureds. All

coverage for subcontractors and consultants shall be subject to all of the requirements stated herein unless otherwise approved by the City's Risk Manager.

ARTICLE 23: COMPLIANCE WITH SITE-RELATED AND LEGAL REQUIREMENTS

23.01 Compliance with Legal Requirements

From and after the Effective Date, Tenant shall at its cost and expense, promptly comply with all applicable Laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, including without limitation the requirements of the fire department or other similar body now or hereafter constituted and with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, insofar as any thereof relates to or affects the condition, use or occupancy of the Site. In the event Tenant contests any of the foregoing, Tenant shall not be obligated to comply therewith to the extent that the application of the contested law, statute, ordinance, rule, regulation or requirement is stayed by the operation of law or administrative or judicial order and Tenant indemnifies the Indemnified Parties against all loss, cost, expense or damage resulting from noncompliance.

23.02 Regulatory Approvals

Tenant understands and agrees that the City is entering into this Ground Lease in its capacity as a landowner with a proprietary interest in the Premises and not as a regulatory agency with certain police powers. Tenant understands and agrees that neither entry by the City into this Ground Lease nor any approvals given by the City under this Ground Lease will be deemed to imply that Tenant has thereby obtained any required approvals from City departments, boards or commissions that have jurisdiction over the Premises. By entering into this Ground Lease, the City is in no way modifying or limiting the obligations of Tenant to develop the Project in accordance with all Laws and as provided in this Ground Lease.

Tenant understands that its construction of the Improvements on the Premises and development of the Project will require approval, authorization or permit by governmental agencies with jurisdiction, which may include the City's Planning Commission and/or Zoning Administrator and the Department of Building Inspection. Tenant must use good faith efforts to obtain and will be solely responsible for obtaining any such approvals required for the Project in the manner set forth in this Section. Tenant will not seek any regulatory approval without first obtaining MOHCD's approval, which approval shall not be unreasonably withheld or delayed. Throughout the permit process for any regulatory approval, Tenant will consult and coordinate with MOHCD in Tenant's efforts to obtain permits. MOHCD will cooperate reasonably with Tenant in its efforts to obtain permits; provided, however, Tenant may not agree to the imposition of conditions or restrictions in connection with its efforts to obtain a permit from any other regulatory agency if the City is required to be a co-permittee under the permit or the conditions or restrictions could create any financial or other material obligations on the part of the City whether on or off of the Premises, unless in each instance MOHCD has approved the conditions previously in writing and in MOHCD's reasonable discretion. No approval by

MOHCD will limit Tenant's obligation to pay all the costs of complying with conditions under this Section. Tenant must bear all costs associated with applying for and obtaining any necessary regulatory approval, as well as any fines, penalties or corrective actions imposed as a result of Tenant's failure to comply with the terms and conditions of any regulatory approval.

With MOHCD's prior written consent, Tenant will have the right to appeal or contest any condition in any manner permitted by law imposed upon any regulatory approval. In addition to any other indemnification provisions of this Ground Lease, Tenant must indemnify the City and its commissioners, officers, agents or employees from and against any and all losses that may arise in connection with Tenant's failure to obtain or comply with the terms and conditions of any regulatory approval or with the appeal or contest of any conditions of any regulatory approval, except to the extent damage arises out of the gross negligence or willful misconduct of the City or its agents.

ARTICLE 24: ENTRY

(a) The City reserves for itself and its authorized representatives the right to enter the Site at all reasonable times during normal business hours upon not less than forty-eight (48) hours' written notice to Tenant (except in the event of an emergency), subject to the rights of the occupants, tenants and others lawfully permitted on the Site, for any of the following purposes:

(i) to inspect the work being performed by Tenant in developing the Project.

(ii) to determine whether the Premises is in good condition and to inspect the Premises (including soil borings or other Hazardous Material Investigations);

(iii) to determine whether Tenant is in compliance with its Ground Lease obligations and to cure or attempt to cure any Tenant default;

(iv) to serve, post or keep posted any notices required or allowed under any of the provisions of this Ground Lease;

(v) to do any maintenance or repairs to the Premises that the City has the right or the obligation, if any, to perform hereunder; and

(vi) to show the Premises to any prospective purchasers, brokers, Lenders or public officials, or, during the last year of the Term of this Lease, exhibit the Premises to prospective tenants or other occupants, and to post any reasonable "for sale" or "for lease" signs in connection therewith.

(b) In the event of any emergency, as reasonably determined by the City, at its sole option and without notice, the City may enter the Premises and alter or remove any Improvements or Tenant's personal property on or about the Premises as reasonably necessary, given the nature of the emergency. The City will have the right to use any and all means the City considers appropriate to gain access to any portion of the Premises in an emergency, in which case, the City will not be responsible for any damage or injury to any property, nor for the

replacement of any property, and no emergency entry may be deemed to be a forcible or unlawful entry onto or a detainer of the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof.

(c) The City will not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of the City's entry onto the Premises, except to the extent damage arises out of the gross negligence or willful misconduct of the City or its agents. The City will be responsible for any losses resulting from its gross negligence or willful misconduct and will repair any resulting damage promptly.

(d) Tenant will not be entitled to any abatement in Annual Rent if the City exercises any rights reserved in this Section, subject to subsection (c) above.

(e) The City will use its reasonable good faith efforts to conduct any activities on the Premises allowed under this Section in a manner that, to the extent practicable, will minimize any disruption to Tenant's use hereunder.

ARTICLE 25: MORTGAGE FINANCING

25.01 No Encumbrances Except for Development Purposes

Notwithstanding any other provision of this Ground Lease and subject to the prior written consent of the City in the form attached hereto as Attachment 3, which consent shall not be unreasonably withheld, conditioned or delayed, Leasehold Mortgages are permitted to be placed upon the Leasehold Estate only for the purpose of securing loans of funds to be used for financing the acquisition of the Project; refinancing of financing used to acquire or rehabilitate the Project; design, construction, renovation or reconstruction of the Improvements; and any other expenditures reasonably necessary and appropriate to acquire, own, develop, construct, renovate, or reconstruct the Improvements under this Ground Lease and in connection with the operation of the Improvements; and costs and expenses incurred or to be incurred by Tenant in furtherance of the purposes of this Ground Lease. The City, acting solely in its capacity as landlord under this Ground Lease and not in its capacity as a Project Lender, hereby acknowledges and accepts Capital One, N.A. as a Lender, and consents to the Leasehold Mortgage associated with Lender's construction loan to Tenant for the Project.

25.02 Holder Not Obligated to Construct

The holder of any mortgage, deed of trust or other security interest authorized by Section 25.01 ("Holder" or "Lender"), including the successors or assigns of such Holder, is not obligated to complete any construction of the Improvements or to guarantee such completion; nor shall any covenant or any other provision of this Ground Lease be construed so to obligate such Holder. However, in the event the Holder does undertake to complete or guarantee the completion of the construction of the Improvements, except as provided in Section 26.06(ii), nothing in this Ground Lease shall be deemed or construed to permit or authorize any such Holder or its successors or assigns to devote the Site or any portion thereof to any uses, or to construct any Improvements thereon, other than those uses or Improvements authorized under

Section 9.02 and any reasonable modifications in plans proposed by any Holder or its successors in interest proposed for the viability of the Project approved by the City in its reasonable discretion. Except as provided in Section 26.06(ii), to the extent any Holder or its successors in interest wish to change such uses or construct different improvements, Holder or its successors in interest must obtain the advance written consent of the City.

25.03 Failure of Holder to Complete Construction

In any case where six (6) months after assumption of obligations pursuant to Section 25.02 above, a Lender, having first exercised its option to complete the construction, has not proceeded diligently with completion of the construction, the City shall be afforded the rights against such Holder it would otherwise have against Tenant under this Ground Lease for events or failures occurring after such assumption; subject to any extensions of time granted pursuant to Section 10.15 of this Ground Lease.

25.04 Default by Tenant and City's Rights

25.04(a) Right of City to Cure a Default or Breach by Tenant under a Leasehold Mortgage

In the event of a default or breach by Tenant under any Leasehold Mortgage, and Tenant's failure to timely commence or diligently prosecute cure of such default or breach, the City may, at its option, cure such breach or default at any time prior to one hundred ten (110) days after the date on which the Lender files a notice of default. In such event, the City shall be entitled to reimbursement from Tenant of all costs and expenses reasonably incurred by the City in curing the default or breach. The City shall also be entitled to a lien upon the Leasehold Estate or any portion thereof to the extent such costs and disbursements are not reimbursed by Tenant. Any such lien shall be subject to the lien of any then existing Leasehold Mortgage authorized by this Ground Lease, including any lien contemplated because of advances yet to be made. After ninety (90) days following the date of Lender filing a notice of default and expiration of all applicable cure periods of Tenant under the terms of the applicable loan documents, the City shall also have the right to assign Tenant's interest in the Ground Lease to another entity, subject to such Lender's and Permitted Limited Partner's written consent, and which consent may be conditioned, among other things, upon the assumption by such other entity of all obligations of the Tenant under the Leasehold Mortgage and assignee meeting all reasonable underwriting standards of the Leasehold Mortgage.

25.04(b) Notice of Default to City

Tenant shall use its best efforts to require Lender to give the City prompt written notice of any such default or breach and each Leasehold Mortgage shall so provide and shall also contain the City's right to cure as above set forth.

25.05 Cost of Mortgage Loans to be Paid by Tenant

Tenant covenants and affirms that it shall bear all of the costs and expenses in connection with (i) the preparation and securing of any Leasehold Mortgage, (ii) the delivery of any instruments and documents and their filing and recording, if required, and (iii) all taxes and charges payable in connection with any Leasehold Mortgage.

ARTICLE 26: PROTECTION OF LENDER

26.01 Notification to City

Promptly upon the creation of any Leasehold Mortgage and as a condition precedent to the existence of any of the rights set forth in this Article 26, each Lender shall give written notice to the City of the Lender's address and of the existence and nature of its Leasehold Mortgage. Execution of Attachment 3 shall constitute City's acknowledgement of Lender's having given such notice as is required to obtain the rights and protections of a Lender under this Ground Lease. The City hereby acknowledges that Capital One, N.A. is deemed to have given such written Notice as First Mortgage Lender.

26.02 Lender's Rights to Prevent Termination

Each Lender shall have the right, but not the obligation, at any time prior to termination of this Ground Lease and without payment of any penalty other than the interest on unpaid rent, to pay all of the rents due hereunder, to effect any insurance, to pay any taxes and assessments, to make any repairs and improvements, to do any other act or thing required of Tenant or necessary and proper to be done in the performance and observance of the agreements, covenants and conditions hereof to prevent a termination of this Ground Lease to the same effect as if the same had been made, done and performed by Tenant instead of by Lender.

26.03 Lender's Rights When Tenant Defaults

Should any event of default under this Ground Lease occur and be continuing, and not be cured within the applicable cure period, the City shall not terminate this Ground Lease nor exercise any other remedy hereunder unless it first gives written notice of such event of default to Lender and

(i) If such event of default is a failure to pay a monetary obligation of Tenant, Lender shall have failed to cure such default within ninety (90) days from the date of written notice from the City to Lender; or

(ii) If such event of default is not a failure to pay a monetary obligation of Tenant, Lender shall have failed, within sixty (60) days of receipt of said written notice, either (a) to remedy such default; or (b) to obtain title to Tenant's interest in the Site in lieu of foreclosure; or (c) to commence foreclosure or other appropriate proceedings in the nature thereof (including the appointment of a receiver) and thereafter diligently prosecute such proceedings to completion, in

which case such event of default shall be remedied or deemed remedied in accordance with Article 26.04 below.

All rights of the City to terminate this Ground Lease as the result of the occurrence of any such event of default shall be subject to, and conditioned upon, the City having first given Lender written notice of such event of default and Lender having failed to remedy such default or acquire Tenant's Leasehold Estate created hereby or commence foreclosure or other appropriate proceedings in the nature thereof as set forth in and within the time specified by this Section 26.03, and upon the the Permitted Limited Partners having failed to proceed as permitted under Sections 19.02(b) or 26.06(iv).

26.04 Default Which Cannot be Remedied by Lender

Any event of default under this Ground Lease which in the nature thereof cannot be remedied by Lender shall be deemed to be remedied as it pertains to Lender or any Subsequent Owner if (i) within ninety (90) days after receiving notice from the City setting forth the nature of such event of default, or prior thereto, Lender shall have acquired Tenant's Leasehold Estate created hereby or shall have commenced foreclosure or other appropriate proceedings in the nature thereof, (ii) Lender shall diligently prosecute any such proceedings to completion, (iii) Lender shall have fully cured any event of default arising from failure to pay or perform any monetary obligation in accordance with Section 26.03, and (iv) after gaining possession of the Improvements, Lender shall diligently proceed to perform all other obligations of Tenant as and when the same are due in accordance with the terms of this Ground Lease.

26.05 Court Action Preventing Lender's Action

If Lender is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Tenant from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, the times specified in Sections 26.03 and 26.04 above for commencing or prosecuting such foreclosure or other proceedings shall be extended for the period of such prohibition. If this Ground Lease is terminated or rejected by Tenant in bankruptcy, the City agrees to enter into a new ground lease with the Lender on the same terms set forth in this Ground Lease. For purpose of this Article, if there is more than one Lender, the City will offer the new lease to each Lender in the order of priority until accepted.

26.06 Lender's Rights to Record, Foreclose and Assign

The City hereby agrees with respect to any Leasehold Mortgage, that:

(i) the Lender may cause same to be recorded and enforced, and upon foreclosure, sell and assign the Leasehold Estate created hereby to an assignee from whom it may accept a purchase price; subject, however, to Lender's first securing written approval from City, which approval shall not be unreasonably withheld, and if the Subsequent Owner has elected to maintain the use restrictions of Article 9, said Subsequent Owner shall be controlled by a California nonprofit public benefit corporation exempt from tax under Section 501(c)(3) of the

Internal Revenue Code such that the Premises receive an exemption from state property taxes as provided under Section 214 of the California Revenue and Taxation Code (to the extent such exemption is then generally available). Lender, furthermore, may acquire title to the Leasehold Estate in any lawful way, and if the Lender becomes the assignee, may sell and assign said Leasehold Estate subject to City approval, which shall not be unreasonably withheld, and to the City's rights under Section 25.04. Notwithstanding anything to the contrary in this Section 26.06, City agrees to respond to Lender's request for approval within sixty (60) calendar days from receipt of such request. If City fails to provide a response within said 60-day period, City shall be deemed to have approved Lender's request for approval.

(ii) each Subsequent Owner shall take said Leasehold Estate subject to all of the provisions of this Ground Lease, and shall, so long as and only so long as it shall be the owner of such estate, except as provided elsewhere in this Ground Lease, assume all of the obligations of Tenant under this Ground Lease; provided, however, that, subject to the rent provisions of Section 26.07 below, the Subsequent Owner may operate and maintain the 113 residential units without any limitations on the rents charged or the income of the occupants thereof, subject to any applicable regulatory agreement, restrictive covenant or other encumbrance;

(iii) the City shall mail or deliver to any Lender which has an outstanding Leasehold Mortgage a duplicate copy of all notices which the City may from time to time give to Tenant pursuant to this Ground Lease; and

(iv) any Permitted Limited Partners of Tenant shall have the same rights as any Lender under Sections 26.02, 26.03, and 26.06(iii), and any reference to a Lender in said section shall be deemed to include such limited partners; provided, however, that the rights of such Permitted Limited Partners shall be subordinate to the rights of any Lender.

26.07 Ground Lease Rent after Lender Foreclosure or Assignment

From and after the time that the Subsequent Owner acquires title to the Leasehold Estate, Annual Rent shall be set as follows:

(a) Any accrued Annual Rent at the time of foreclosure shall be forgiven by the City, and shall not remain an obligation of the Lender, its assignee, or the Subsequent Owner. Subsequent to foreclosure or assignment of the Leasehold Estate to the Lender in lieu of foreclosure, if the Lender continues to operate the Project subject to the use and occupancy restrictions of Section 9.02, then Annual Rent otherwise due may, at the option of the Lender, be deferred until the earlier of the date of the Lender's sale or assignment of the Project to a Subsequent Owner that does not agree to operate the Project subject to such restrictions or the date that is sixty (60) days after Lender ceases to operate the Project in accordance with such restrictions. All deferred Annual Rent shall accrue, with simple interest at six percent (6%) per annum until paid.

(b) If the Subsequent Owner exercises its rights under Section 26.06(ii) to operate the Project without being subject to Section 9.02, Annual Rent shall be set at the then fair market rental value taking into account any affordability restrictions agreed to by the Subsequent Owner,

if any, and the Base Rent shall be increased to the new fair market rent pursuant to this Section 26.07(b) and the provisions of Section 6.02(g) shall be suspended; provided, however, that the City shall be entitled to reduce Annual Rent by any dollar amount (but not below zero) in its sole discretion and, in such case, the Subsequent Owner will be required to reduce rent charged to tenants on a dollar for dollar basis, with respect to such aggregate units occupied by Very Low Income Households as the City and the Subsequent Owner shall agree. The fair market rental value shall be determined by a jointly-commissioned appraisal (instructions prepared jointly by the Subsequent Owner and the City, with each party paying one half of the appraiser's fee) that will include a market land valuation, as well as a market land lease rent level. Absent a market land lease rent determination, the Annual Rent will be set at an amount equal to ten percent (10%) of the then appraised market land value. If the parties cannot agree on the joint appraisal instructions, either party may invoke a neutral third-party process to set the Annual Rent at fair market rent in accordance with the then-prevailing practice for resolving similar rent determination disputes in San Francisco or, in the event that there is no then-prevailing practice, in accordance with the rules of the American Arbitration Association. Provided, however, that after the neutral third party process, the Lender, in its sole discretion may rescind its written notification of intent to not comply with Section 9.02 of this Ground Lease.

26.08 Permitted Uses After Lender Foreclosure

Notwithstanding the above, in the event of a foreclosure and transfer to a Subsequent Owner, the Premises shall be operated in accordance with the uses specified in the building permit with all addenda, as approved by the City's Department of Building Inspection.

26.09 Preservation of Leasehold Benefits

Until such time as a Lender notifies the City in writing that the obligations of the Tenant under its loan documents have been satisfied, the City agrees:

- (a) That subject to Section 19.04(b) the City shall not voluntarily cancel or surrender this Ground Lease, or accept a voluntary cancellation or surrender of this Ground Lease by Tenant, or amend this Ground Lease to materially increase the obligations of the Tenant or the rights of the City thereunder, without the prior written consent of the Lender (which will not be unreasonably withheld or delayed);
- (b) That the City shall not enforce against a Lender any waiver or election made by the Tenant under this Ground Lease which has a material adverse effect on the value of the Leasehold Estate without the prior written consent of the Lender (which will not be unreasonably withheld or delayed);
- (c) That, if a Lender makes written request for the same within fifteen (15) days after Lender receives written notice of termination of this Ground Lease, the City will enter a new lease with such Lender commencing on the date of termination of the Ground Lease and ending on the normal expiration date of the Ground Lease, on substantially the same terms and conditions as the Ground Lease and subject to the rent provisions set forth in Section 26.07, and with the same priority as against any subleases or other interests in the Premises; provided that

such Lender cures all unpaid monetary defaults under the Ground Lease, through the date of such termination;

(d) That the City shall provide reasonable prior notice to each Lender of any proceedings for adjustment or adjudication of any insurance or condemnation claim involving the Premises and will permit each Lender to participate therein as an interested party.

26.10 No Merger

The Leasehold Estate in the Site pursuant to this Ground Lease shall not merge with the fee interest in the Site, notwithstanding ownership of the leasehold and the fee by the same person, without the prior written consent of each Lender.

26.11 City Bankruptcy

(a) If a bankruptcy proceeding is filed by or against the City, the City shall immediately notify each Lender of such filing and shall deliver a copy of all notices, pleadings, schedules, and similar materials regarding the bankruptcy proceedings to each Lender.

(b) The City acknowledges that (i) the Tenant seeks to construct improvements on the Premises using proceeds of the loans provided by the Lenders, and (ii) it would be unfair to both the Tenant and the Lenders to sell the Premises free and clear of the leasehold. Therefore, the City waives its right to sell the City's fee interest in the Site pursuant to section 363(f) of the Bankruptcy Code, free and clear of the leasehold interest under this Ground Lease.

(c) If a bankruptcy proceeding is filed by or on behalf of the City, the City agrees as follows: (i) the Tenant shall be presumed to have objected to any attempt by the City to sell the fee interest free and clear of the leasehold under this Ground Lease; (ii) if Tenant does not so object, each Lender shall have the right to so object on its own behalf or on behalf of the Tenant; and (iii) in connection with any such sale, the Tenant shall not be deemed to have received adequate protection under section 363(e) of the Bankruptcy Code, unless it shall have received and paid over to each Lender outstanding balance of the obligations under its respective loan.

(d) City recognizes that the Lenders are authorized on behalf of the Tenant to vote, participate in or consent to any bankruptcy, insolvency, receivership or court proceeding concerning the leasehold interest under this Ground Lease.

26.12 Amendment

From the date of this Ground Lease through the 15-year tax credit compliance period, neither Articles 19 or Articles 20 and Section 26.02, 26.03, or 26.06 shall be amended without the written consent of Permitted Limited Partner and Lender.

ARTICLE 27: CONDEMNATION AND TAKINGS

27.01 Parties' Rights and Obligations to be Governed by Agreement

If, during the term of this Ground Lease, there is any condemnation of all or any part of the Site or any interest in the Leasehold Estate is taken by condemnation, the rights and obligations of the parties shall be determined pursuant to this Article 27, subject to the rights of any Lender.

27.02 Total Taking

If the Site is totally taken by condemnation, this Ground Lease shall terminate on the date the condemnor has the right to possession of the Site.

27.03 Partial Taking

If any portion of the Site is taken by condemnation, this Ground Lease shall remain in effect, except that Tenant may, with Lender's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, elect to terminate this Ground Lease if, in Tenant's reasonable judgment, the remaining portion of the Improvements is rendered unsuitable for Tenant's continued use of the Site. If Tenant elects to terminate this Ground Lease, Tenant must exercise its right to terminate pursuant to this paragraph by giving notice to the City within thirty (30) days after the City notifies Tenant of the nature and the extent of the taking. If Tenant elects to terminate this Ground Lease as provided in this Section 27.03, Tenant also shall notify the City of the date of termination, which date shall not be earlier than thirty (30) days nor later than six (6) months after Tenant has notified the City of its election to terminate; except that this Ground Lease shall terminate on the date the condemnor has the right to possession of the Site if such date falls on a date before the date of termination as designated by Tenant. If Tenant does not terminate this Ground Lease within such thirty (30) day notice period, this Ground Lease shall continue in full force and effect.

27.04 Effect on Rent

If any portion of the Improvements is taken by condemnation and this Ground Lease remains in full force and effect, then on the date of taking the rent shall be reduced by an amount that is in the same ratio to the rent as the value of the area of the portion of the Improvements taken bears to the total value of the Improvements immediately before the date of the taking.

27.05 Restoration of Improvements

If there is a partial taking of the Improvements and this Ground Lease remains in full force and effect pursuant to Section 27.03, Tenant may, subject to the terms of the Leasehold Mortgage, use the proceeds of the taking to accomplish all necessary restoration to the Improvements.

27.06 Award and Distribution

Any compensation awarded, paid or received on a total or partial condemnation of the Site or threat of condemnation of the Site shall belong to and be distributed in the following order:

(a) First, to pay the balance due on any outstanding Leasehold Mortgages and other outstanding or unpaid obligations and/or liabilities, including but not limited to, trade accounts, taxes, payroll accruals and lease residuals, to the extent provided therein; and

(b) Second, to the Tenant in an amount equal to the fair market value of Tenant's interest in the Improvements and its leasehold interest in the Site (including, but not limited to, the value of Tenant's interest in all subleases to occupants of the Site), such value to be determined as it existed immediately preceding the earliest taking or threat of taking of the Site; and;

(c) Third, to the Landlord.

27.07 Payment to Lenders

In the event the Improvements are subject to the lien of a Leasehold Mortgage on the date when any compensation resulting from a condemnation or threatened condemnation is to be paid to Tenant, such award shall be disposed of as provided in the Leasehold Mortgages.

ARTICLE 28: ESTOPPEL CERTIFICATE

The City or Tenant, as the case may be, shall execute, acknowledge and deliver to the other and/or any Lender or a Permitted Limited Partner, promptly upon request, its certificate certifying (a) that this Ground Lease is unmodified and in full force and effect (or, if there have been modifications, that this Ground Lease is in full force and effect, as modified, and stating the modifications), (b) the dates, if any, to which rent has been paid, (c) whether there are then existing any charges, offsets or defenses against the enforcement by the City or Tenant to be performed or observed and, if so, specifying the same, and (d) whether there are then existing any defaults by Tenant or the City in the performance or observance by Tenant or the City of any agreement, covenant or condition hereof on the part of Tenant or the City to be performed or observed and whether any notice has been given to Tenant or the City of any default which has not been cured and, if so, specifying the same.

ARTICLE 29: QUITCLAIM

Upon expiration or sooner termination of this Ground Lease, Tenant shall surrender the Site to the City and, at the City's request, shall execute, acknowledge, and deliver to the City a good and sufficient quitclaim deed with respect to any interest of Tenant in the Site. Title to the Improvements shall be conveyed to the City as provided in Article 13 herein.

ARTICLE 30: EQUAL OPPORTUNITY

In the selection of all contractors and professional consultants for the Project, Tenant must comply with the City's procurement requirements and procedures as described in the Contracting Manual (2006 Amendment) for Federally Funded Construction Projects Financed by the Mayor's Office of Housing, issued by MOHCD on November 18, 2002, as amended on May 22, 2007, as the same may be further amended from time to time, and with the requirements of the Small Business Enterprise Program ("SBE Program") as set forth in that certain Small Business Enterprise Program manual dated July 1, 2015, as the same may be amended from time to time, according to the procedures established by the City's Contract Monitoring Division. The Project must comply with the training, hiring and contracting requirements of Section 3 of the Housing and Community Development Act of 1968 and of the San Francisco Section 3 program as administered by MOHCD. Federal Section 3 requirements state that contracts and opportunities for job training and employment be given, to the greatest extent feasible, to local low-income residents. Local residents for this project are San Francisco residents. In addition, this project will be required to comply with hiring requirements as incorporated into the local Section 3 program and in conjunction with the City's low-income hiring requirements pursuant to San Francisco's First Source Hiring Ordinance (San Francisco Administrative Code Chapter 83).

ARTICLE 31: CITY PREFERENCE PROGRAMS

To the extent permitted by applicable federal and state law, Tenant agrees to comply with the requirements of the City's current housing preference programs, as amended from time to time; provided, however, that such requirements shall apply only to the extent permitted by the requirements of non-City funding approved by the City for the Project.

ARTICLE 32: LABOR STANDARDS PROVISIONS

Although the Parties acknowledge that the development of the Project is a private work of improvement, Tenant agrees that any person performing labor in the construction of the Project and any Change to the Premises, which Tenant provides under this Ground Lease, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Tenant shall include in any contract for construction or demolition of the Project a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Tenant shall require any contractor to provide, and shall deliver to City upon request, certified payroll reports with respect to all persons performing labor in the construction of the Project or any Change to the Premises.

ARTICLE 33: CONFLICT OF INTEREST

No commissioner, official, or employee of the City shall have any personal or financial interest, direct or indirect, in this Ground Lease, nor shall any such commissioner, official, or employee participate in any decision relating to this Ground Lease which affects his or her

personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

ARTICLE 34: NO PERSONAL LIABILITY

No commissioner, official, or employee of the City shall be personally liable to Tenant or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Tenant or its successors or on any obligations under the terms of this Ground Lease.

ARTICLE 35: ENERGY CONSERVATION

Tenant agrees that it will use its best efforts to maximize provision of, and incorporation of, both energy conservation techniques and systems and improved waste-handling methodology in the construction of the Improvements.

ARTICLE 36: WAIVER

The waiver by the City or Tenant of any term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition herein contained, nor shall any custom or practice which may grow up between the parties in the administration of the terms hereof be construed to waive or to lessen the right of the City or Tenant to insist upon the performance by the other in strict accordance with the said terms. The subsequent acceptance of rent or any other sum of money hereunder by the City shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, agreement or condition of this Ground Lease, other than the failure of Tenant to pay the particular rent or other sum so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such rent or other sum.

ARTICLE 37: TENANT RECORDS

Upon reasonable notice during normal business hours, and as often as the City may deem necessary, there shall be made available to the City and its authorized representatives for examination all records, reports, data and information made or kept by Tenant regarding its activities or operations on the Site. Nothing contained herein shall entitle the City to inspect personal histories of residents or lists of donors or supporters. To the extent that it is permitted by law to do so, the City will respect the confidentiality requirements of Tenant in regard to the lists furnished by Tenant pursuant to Article 7 hereof, of the names of occupants of the Premises.

ARTICLE 38: NOTICES AND CONSENTS

All notices, demands, consents or approvals which may be or are required to be given by either party to the other hereunder shall be in writing and shall be deemed to have been fully given when delivered in person to such representatives of the Tenant and the City as shall from time to time be designated by the parties for the receipt of notices, or when deposited in the

United States mail, certified, postage prepaid, or by express delivery service with a delivery receipt and addressed

if to Tenant at: Eddy & Taylor Associates, L.P.
201 Eddy Street
San Francisco, CA 94102
Attn: Executive Director

With a copy to the
Permitted Limited
Partner at: Wincopin Circle LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Attn: Asset Management & General Counsel

if to the City at: San Francisco Mayor's Office of Housing and Community
Development
One South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn.: Director

or to such other address with respect to either party as that party may from time to time designate by notice to the other given pursuant to the provisions of this Article 38. Any notice given pursuant to this Article 38 shall be effective on the date of delivery or the date delivery is refused as shown on the delivery receipt.

ARTICLE 39: HEADINGS

Any titles of the several parts and sections of this Ground Lease are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. "Paragraph" and "section" may be used interchangeably.

ARTICLE 40: SUCCESSORS AND ASSIGNS

This Ground Lease shall be binding upon and inure to the benefit of the successors and assigns of the City and Tenant and where the term "Tenant" or "City" is used in this Ground Lease, it shall mean and include their respective successors and assigns; provided, however, that the City shall have no obligation under this Ground Lease to, nor shall any benefit of this Ground Lease accrue to, any unapproved successor or assign of Tenant where City approval of a successor or assign is required by this Ground Lease. At such time as City sells the Site to any third party, City shall require such third party to assume all of the City's obligations hereunder arising on and after the transfer in writing for the benefit Tenant and its successors and assigns.

ARTICLE 41: TIME

Time is of the essence in the enforcement of the terms and conditions of this Ground Lease.

ARTICLE 42: PARTIAL INVALIDITY

If any provisions of this Ground Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Ground Lease and all such other provisions shall remain in full force and effect.

ARTICLE 43: APPLICABLE LAW; NO THIRD PARTY BENEFICIARY

This Ground Lease shall be governed by and construed pursuant to the laws of the State of California. This Ground Lease is entered into solely among, between and for the benefit of, and may be enforced only by, the parties hereto and does not create rights in any other third party.

ARTICLE 44: ATTORNEYS' FEES

If either of the parties hereto commences a lawsuit to enforce any of the terms of this Ground Lease, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit, including fees and costs on appeal, from the other party.

ARTICLE 45: EXECUTION IN COUNTERPARTS

This Ground Lease and any memorandum hereof may be executed in counterparts, each of which shall be considered an original, and all of which shall constitute one and the same instrument.

ARTICLE 46: RECORDATION OF MEMORANDUM OF GROUND LEASE

This Ground Lease shall not be recorded, but a memorandum of this Ground Lease shall be recorded in the form attached hereto as Attachment 5 ("Memorandum of Ground Lease"). The parties shall execute the memorandum in form and substance as required by a title insurance company insuring Tenant's leasehold estate or the interest of any Leasehold Mortgagee, and sufficient to give constructive notice of the Ground Lease to subsequent purchasers and mortgagees.

ARTICLE 47: TRANSFER OF PARTNERSHIP INTERESTS IN TENANT

Tenant may not cause or permit any voluntary transfer, assignment or encumbrance of its interest in the Site or Project or of any ownership interests in Tenant, or lease or permit a sublease on all or any part of the Project, other than: (a) leases, subleases or occupancy agreements to Occupants and commercial tenants (subject to City's approval rights set forth in Section 14.01); or (b) security interests for the benefit of lenders securing loans for the Project as approved by

the City on terms and in amounts as approved by City in its reasonable discretion, (c) transfers from Tenant to a limited partnership or limited liability company formed for the tax credit syndication of the Project, where Tenant or an affiliated nonprofit public benefit corporation is the sole general partner or manager of that entity; (d) transfers of the general partnership or manager's interest in Tenant to a nonprofit public benefit corporation approved in advance by the City; (e) transfers of any limited partnership or membership interest in Tenant to an investor pursuant to the tax credit syndication of the Project and transfers of any limited partner interest in Tenant to affiliates of Tenant's investor limited partner; or (f) the grant or exercise of an option agreement between Borrower and Borrower's general partner or manager or any of its affiliates in connection with the tax credit syndication of the Project where such agreement has been previously approved in writing by the City. Any other transfer, assignment, encumbrance or lease without the City's prior written consent will be voidable and, at the City's election, constitute an Event of Default under this Agreement. The City's consent to any specific assignment, encumbrance, lease or other transfer will not constitute its consent to any subsequent transfer or a waiver of any of the City's rights under this Ground Lease.

ARTICLE 48: CITY PROVISIONS

48.1 Non-Discrimination

(a) Covenant Not to Discriminate. In the performance of this Ground Lease, Tenant covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Tenant, in any of Tenant's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Tenant.

(b) Subleases and Other Subcontracts. Tenant shall include in all Subleases and other subcontracts relating to the Premises a non-discrimination clause applicable to such subtenant or other subcontractor in substantially the form of Subsection (a) above. In addition, Tenant shall incorporate by reference in all subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subtenants and other subcontractors to comply with such provisions. Tenant's failure to comply with the obligations in this subsection shall constitute a material breach of this Ground Lease.

(c) Non-Discrimination in Benefits. Tenant does not as of the date of this Ground Lease and will not during the Term, in any of its operations in San Francisco or with respect to its operations under this Ground Lease elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits (collectively, "Core Benefits"), as well as any benefits other than Core Benefits, between employees with domestic partners and employees with spouses, and/or between the

domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) Condition to Lease. As a condition to this Ground Lease, Tenant shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Commission.

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by Parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Ground Lease as though fully set forth herein. Tenant shall comply fully with and be bound by all of the provisions that apply to this Ground Lease under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Tenant understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Lease may be assessed against Tenant and/or deducted from any payments due Tenant.

48.2 MacBride Principles – Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Tenant acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

48.3 Conflicts of Interest. Tenant states that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of the City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, certifies that it knows of no facts which would constitute a violation of such provisions and agrees that if Tenant becomes aware of any such fact during the term of this Lease Tenant shall immediately notify the City. Tenant further certifies that it has made a complete disclosure to the City of all facts bearing on any possible interests, direct or indirect, which Tenant believes any officer or employee of the City presently has or will have in this Lease or in the performance thereof or in any portion of the profits thereof. Willful failure by Tenant to make such disclosure, if any, shall constitute grounds for City’s termination and cancellation of this Ground Lease.

48.4 Charter Provisions. This Ground Lease is governed by and subject to the provisions of the Charter of the City and County of San Francisco. Accordingly, Tenant acknowledges and agrees that no officer or employee of the City has authority to commit the City to this Ground Lease unless and until a resolution of the City’s Board of Supervisors has been duly enacted approving this Ground Lease. Therefore, any obligations or liabilities of the

City under this Ground Lease are contingent upon enactment of a resolution, and this Ground Lease will be null and void unless the City's Mayor and the Board of Supervisors approve this Ground Lease, in their respective sole and absolute discretion, and in accordance with all applicable Laws. Approval of this Ground Lease by any City department, commission or agency may not be deemed to imply that a resolution will be enacted or create any binding obligations on the City.

48.5 Tropical Hardwood/Virgin Redwood Ban. Pursuant to Section 804(b) of the San Francisco Environment Code, the City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. Except as permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Tenant shall not use any items in the rehabilitation, development or operation of the Premises or otherwise in the performance of this Lease which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products.

48.6 Tobacco Product Advertising Ban. Tenant acknowledges and agrees that no advertising of cigarettes or tobacco products may be allowed on the Premises. The foregoing prohibition will include the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product, or on any sign. The foregoing prohibition will not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

48.7 Pesticide Ordinance. Tenant shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage, and (iii) require Tenant to submit to the City's Department of the Environment an integrated pest management ("IPM") plan that (A) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Tenant may need to apply to the Premises during the Term of this Ground Lease, (b) describes the steps Tenant will take to meet the City's IPM Policy described in Section 39.1 of the Pesticide Ordinance, and (c) identifies, by name, title, address and telephone number, an individual to act as the Tenant's primary IPM contact person with City. In addition, Tenant shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance. Nothing herein shall prevent Tenant, acting through the City, from seeking a determination from the City's Commission on the Environment that Tenant is exempt from complying with certain portions of the Pesticide Ordinance as provided in Section 307 thereof.

48.8 Compliance with City's Sunshine Ordinance. Tenant understands and agrees that under the City's Sunshine Ordinance (S.F. Admin. Code, Chapter 67) and the State Public Records Law (Cal. Gov. Code §§ 6250 et seq.), this Ground Lease and any and all records, information and materials submitted to the City hereunder are public records subject to public disclosure. Tenant hereby authorizes the City to disclose any records, information and materials submitted to the City in connection with this Ground Lease as required by Law. Further, Tenant

specifically agrees to conduct any meeting of its governing board that addresses any matter relating to the Project or to Tenant's performance under this Ground Lease as a passive meeting.

48.9 Notification of Limitations on Contributions. Through its execution of this Ground Lease, Tenant acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing any land or building to or from the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for such contract until the termination of negotiations for such contract or three (3) months has elapsed from the date the contract is approved by the City elective officer, or the board on which that City elective officer serves.

48.10 Requiring Health Benefits for Covered Employees. Unless exempt, Tenant agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (the "HCAO"), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated in this Ground Lease by reference and made a part of this Ground Lease as though fully set forth. The text of the HCAO is available on the web at www.sfgov.org/oca/lwlh.htm. Capitalized terms used in this Section and not defined in this Lease have the meanings assigned to them in Chapter 12Q. Notwithstanding this requirement, City recognizes that the residential housing component of the Improvements is not subject to the HCAO.

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

(b) If Tenant is a small business as defined in Section 12Q.3(d) of the HCAO, Tenant will have no obligation to comply with Subsection (a) above.

(c) Tenant's failure to comply with the HCAO will constitute a material breach of this Lease. If Tenant fails to cure its breach within thirty (30) days after receiving the City's written notice of a breach of this Lease for violating the HCAO or, if the breach cannot reasonably be cured within the 30-day period, Tenant fails to commence efforts to cure within the 30-day period, or thereafter fails diligently to pursue the cure to completion, the City will have the right to pursue the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies will be exercisable individually or in combination with any other rights or remedies available to the City.

(d) Any sublease entered into by Tenant for commercial space in the Project must require the subtenant to comply with the requirements of the HCAO and must contain contractual obligations substantially the same as those set forth in this Section. Tenant must notify the City's Purchasing Department when Tenant enters into a sublease and must certify to the Purchasing Department that Tenant has notified the subtenant of the obligations under the

HCAO and has imposed the requirements of the HCAO on subtenant through the sublease. Tenant will be responsible for its subtenants' compliance with this Chapter. If a subtenant fails to comply, the City may pursue the remedies set forth in this Section against Tenant based on the subtenant's failure to comply, provided that City has first provided Tenant with notice and an opportunity to obtain a cure of the violation.

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

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

(g) Tenant must keep itself informed of the current requirements of the HCAO.

(h) Tenant must provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on subtenants, as applicable.

(i) Tenant must provide City with access to records pertaining to compliance with HCAO after receiving a written request from the City to do so and being provided at least five (5) business days to respond.

(j) The City may conduct random audits of Tenant to ascertain its compliance with HCAO. Tenant agrees to cooperate with the City when it conducts audits.

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

48.11 Public Access to Meetings and Records. If Tenant receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Tenant shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Ground Lease, Tenant agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Tenant further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Tenant acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this

Ground Lease. Tenant further acknowledges that such material breach of the Lease shall be grounds for City to terminate and/or not renew this Ground Lease, partially or in its entirety.

48.12 Resource-Efficient Building Ordinance. Tenant acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Chapter 7 relating to resource-efficient City buildings and resource-efficient pilot projects. Tenant hereby agrees it shall comply with the applicable provisions of such code sections as such sections may apply to the Premises.

48.13 Drug Free Work Place. Tenant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on City premises. Tenant agrees that any violation of this prohibition by Tenant, its agents or assigns shall be deemed a material breach of this Ground Lease.

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

48.15 Nondisclosure of Private Information. Tenant agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Ground Lease as though fully set forth. Capitalized terms used in this section and not defined in this Ground Lease shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Contractor agrees to all of the following:

- (a) Neither Tenant nor any of its subcontractors shall disclose Private Information, unless one of the following is true:
 - (i) The disclosure is authorized by this Ground Lease;
 - (ii) Tenant received advance written approval from the Contracting Department to disclose the information; or

(iii) The disclosure is required by law or judicial order.

(b) Any disclosure or use of Private Information authorized by this Ground Lease shall be in accordance with any conditions or restrictions stated in this Ground Lease. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(c) Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

(d) Any failure of Tenant to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Ground Lease. In such an event, in addition to any other remedies available to it under equity or law, City may terminate this Ground Lease, debar Tenant, or bring a false claim action against Tenant.

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

Tenant shall remove all graffiti from the Premises and any real property owned or leased by Tenant in the City and County of San Francisco within forty-eight (48) hours of the earlier of Tenant's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require Tenant to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction Premises, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.). Any failure of Tenant to comply with this section of this Ground Lease shall constitute an event of default of this Ground Lease.

48.17 Incorporation. Each and every provision of the San Francisco Administrative Code described or referenced in this Ground Lease is hereby incorporated by reference as though fully set forth herein. Failure of Tenant to comply with any provision of this Ground Lease relating to any such code provision shall be governed by Article 19 of this Ground Lease, unless (i) such failure is otherwise specifically addressed in this Ground Lease or (ii) such failure is specifically addressed by the applicable code section.

48.18 Food Service Waste Reduction. Tenant agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Ground Lease as though fully set forth herein. This provision is a material term of this Ground Lease. By entering into this Ground Lease, Tenant agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine. Without limiting City's other rights and remedies, Tenant agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Ground Lease was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Tenant's failure to comply with this provision.

48.19 Local Hire Requirements. Any undefined, initially-capitalized term used in this Section shall have the meaning given to such term in San Francisco Administrative Code Section 23.62 (the "**Local Hiring Requirements**"). Tenant Improvements and Alterations (as defined in Section 7.1) are subject to the Local Hiring Requirements unless the cost for such work is (i) estimated to be less than \$750,000 per building permit or (ii) meets any of the other exemptions in the Local Hiring Requirements. Tenant agrees that it shall comply with the Local Hiring Requirements to the extent applicable. Before starting any Tenant Improvement Work or any Alteration, Tenant shall contact City's Office of Economic Workforce and Development ("**OEWD**") to verify if the Local Hiring Requirements apply to the work (i.e., whether the work is a "**Covered Project**").

Tenant shall include, and shall require its subtenants to include, a requirement to comply with the Local Hiring Requirements in any contract for a Covered Project with specific reference to San Francisco Administrative Code Section 23.62. Each such contract shall name the City and County of San Francisco as a third party beneficiary for the limited purpose of enforcing the Local Hiring Requirements, including the right to file charges and seek penalties. Tenant shall cooperate, and require its subtenants to cooperate, with the City in any action or proceeding against a contractor or subcontractor that fails to comply with the Local Hiring Requirements when required. Tenant's failure to comply with its obligations under this Section shall constitute a material breach of this Lease. A contractor's or subcontractor's failure to comply with this Section will enable the City to seek the remedies specified in San Francisco Administrative Code Section 23.62 against the breaching party.

48.20 Criminal History in Hiring and Employment Decisions

(a) Unless exempt, Tenant agrees to comply with and be bound by all of the provisions of San Francisco Administrative Code Chapter 12T (Criminal History in Hiring and Employment Decisions; "Chapter 12T"), which are hereby incorporated as may be amended from time to time, with respect to applicants and employees of Tenant who would be or are performing work at the Site.

(b) Tenant shall incorporate by reference the provisions of Chapter 12T in all subleases of some or all of the Site, if any, and shall require all subtenants to comply with such provisions. Tenant's failure to comply with the obligations in this subsection shall constitute a material breach of this Ground Lease.

(c) Tenant and subtenants (if any) shall not inquire about, require disclosure of, or if such information is received base an Adverse Action (as defined in Chapter 12T) on an applicant's or potential applicant for employment, or employee's: (1) Arrest (as defined in Chapter 12T) not leading to a Conviction (as defined in Chapter 12T), unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(d) Tenant and subtenants (if any) shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection (c) above. Tenant and subtenants (if any) shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(e) Tenant and subtenants (if any) shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment with Tenant or subtenant at the Site, that the Tenant or subtenant will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(f) Tenant and subtenants (if any) shall post the notice prepared by the Office of Labor Standards Enforcement ("OLSE"), available on OLSE's website, in a conspicuous place at the Site and at other workplaces within San Francisco where interviews for job opportunities at the Site occur. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the Site or other workplace at which it is posted.

(g) Tenant and subtenants (if any) understand and agree that upon any failure to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights

or remedies available under Chapter 12T or this Ground Lease, including but not limited to a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Ground Lease.

(h) If Tenant has any questions about the applicability of Chapter 12T, it may contact the City's Real Estate Division for additional information. City's Real Estate Division may consult with the Director of the City's Office of Contract Administration who may also grant a waiver, as set forth in Section 12T.8.

48.21 Prevailing Wages and Working Conditions

Any undefined, initially-capitalized term used in this Section shall have the meaning given to such term in San Francisco Administrative Code Section 23.61. Tenant shall require its Contractors and Subcontractors performing (i) labor in connection with a "public work" as defined under California Labor Code Section 1720 *et seq.* (which includes certain construction, alteration, maintenance, demolition, installation, repair, carpet laying, or refuse hauling work if paid for in whole or part out of public funds) or (ii) Covered Construction, at the Premises to (1) pay workers performing such work not less than the Prevailing Rate of Wages, (2) provide the same hours, working conditions and benefits as in each case are provided for similar work performed in San Francisco County, and (3) employ Apprentices in accordance with San Francisco Administrative Code Section 23.61 (collectively, "**Prevailing Wage Requirements**"). Tenant agrees to cooperate with the City in any action or proceeding against a Contractor or Subcontractor that fails to comply with the Prevailing Wage Requirements.

Tenant shall include, and shall require its subtenants, and Contractors and Subcontractors (regardless of tier) to include, the Prevailing Wage Requirements and the agreement to cooperate in City enforcement actions in any Construction Contract with specific reference to San Francisco Administrative Code Section 23.61. Each such Construction Contract shall name the City and County of San Francisco, affected workers, and employee organizations formally representing affected workers as third party beneficiaries for the limited purpose of enforcing the Prevailing Wage Requirements, including the right to file charges and seek penalties against any Contractor or Subcontractor in accordance with San Francisco Administrative Code Section 23.61. Tenant's failure to comply with its obligations under this Section shall constitute a material breach of this Lease. A Contractor's or Subcontractor's failure to comply with this Section will enable the City to seek the remedies specified in San Francisco Administrative Code Section 23.61 against the breaching party. For the current Prevailing Rate of Wages, contact the City's Office of Labor Standards Enforcement.

48.22 Sugar-Sweetened Beverage Prohibition

Tenant agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Ground Lease.

48.23 Taxes, Assessments, Licenses, Permit Fees and Liens

(a) Tenant recognizes and understands that this Ground Lease may create a possessory interest subject to property taxation and that Tenant may be subject to the payment of property taxes levied on such interest.

(b) Tenant agrees to pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the leasehold interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Tenant's usage of the Premises that may be imposed upon Tenant by law, all of which shall be paid when the same become due and payable and before delinquency.

(c) Tenant agrees not to allow or suffer a lien for any such taxes to be imposed upon the Premises or upon any equipment or property located thereon without promptly discharging the same, provided that Tenant, if so desiring, may have reasonable opportunity to contest the validity of the same.

(d) San Francisco Administrative Code Sections 23.38 and 23.39 require that the City and County of San Francisco report certain information relating to this Lease, and any renewals thereof, to the County Assessor within sixty (60) days after any such transaction, and that Tenant report certain information relating to any assignment of or sublease under this Lease to the County Assessor within sixty (60) days after such assignment or sublease transaction. Tenant agrees to provide such information as may be requested by the City to enable the City to comply with this requirement.

48.24 Vending Machines; Nutritional Standards

Tenant shall not install or permit any vending machine on the Premises without the prior written consent of Landlord. Any permitted vending machine must comply with the food nutritional and calorie labeling requirements set forth in San Francisco Administrative Code section 4.9-1(c), as may be amended from time to time (the "Nutritional Standards Requirements"). Tenant agrees to incorporate the Nutritional Standards Requirements into any contract for the installation of a vending machine on the Premises or for the supply of food and beverages to that vending machine. Failure to comply with the Nutritional Standards Requirements or to otherwise comply with this Section 48.24 shall be deemed a material breach of this Lease. Without limiting Landlord's other rights and remedies under this Lease, Landlord shall have the right to require the immediate removal of any vending machine on the Premises that is not permitted or that violates the Nutritional Standards Requirements.

ARTICLE 49: COMPLETE AGREEMENT

There are no oral agreements between Tenant and the City affecting this Ground Lease, and this Ground Lease supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings between Tenant and the City with respect to the lease of the Site.

ARTICLE 50: AMENDMENTS

Neither this Ground Lease nor any terms or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. No waiver of any breach shall affect or alter this Ground Lease, but each and every term, covenant and condition of this Ground Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. Any amendments or modifications to this Ground Lease, including, without limitation, amendments to or modifications to the exhibits to this Ground Lease, shall be subject to the mutual written agreement of City and Tenant, and City's agreement may be made upon the sole approval of the City's Director of Property, or his or her designee; provided, however, material amendments or modifications to this Lease (a) changing the legal description of the Site, (b) increasing the Term, (c) increasing the Rent, (d) changing the general use of the Site from the use authorized under this Ground Lease, and (e) any other amendment or modification which materially increases the City's liabilities or financial obligations under this Lease shall additionally require the approval of the City's Board of Supervisors.

ARTICLE 51: ATTACHMENTS

The following are attached to this Ground Lease and by this reference made a part hereof:

1. Legal Description of Site
2. Schedule of Performance
3. City Consent of Leasehold Mortgage
4. Reserved
5. Memorandum of Ground Lease
6. Form of Income Certification Form

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, TENANT ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS LEASE UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS SHALL HAVE DULY ADOPTED A RESOLUTION APPROVING THIS LEASE AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS LEASE SHALL BE NULL AND VOID IF CITY'S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS LEASE, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS LEASE BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

IN WITNESS WHEREOF, the Tenant and the City have executed this Ground Lease as of the day and year first above written.

TENANT:

EDDY & TAYLOR ASSOCIATES, L.P.,
a California limited partnership

By: E&T Housing GP LLC,
a California limited liability company,
its general partner

By: Tenderloin Neighborhood Development Corporation,
a California nonprofit public benefit corporation,
its manager

By: _____
Donald S. Falk,
Chief Executive Officer

CITY AS LANDLORD:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
John Updike
Director of Property

By: _____
Olson Lee
Director, Mayor's Office of Housing and Community Development

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

EXHIBIT A

ATTACHMENT 1

LEGAL DESCRIPTION OF THE SITE

ATTACHMENT 2

SCHEDULE OF PERFORMANCE

ATTACHMENT 3

CITY CONSENT OF LEASEHOLD MORTGAGE

Date:

Mayor's Office of Housing and Community Development of the
City and County of San Francisco
Attn: Director
One South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

RE: 210 Taylor Street, San Francisco (LEASEHOLD MORTGAGE)

Dear Sir or Madam:

Pursuant to Section 25.01 of the 168-186 Eddy Street Ground Lease, dated _____, 2017, between the City and County of San Francisco ("City") and Eddy & Taylor Associates, L.P., a California limited partnership, we are formally requesting the City's consent to our placing a leasehold mortgage upon the leasehold estate of the above referenced development. The following information is provided in order for the City to provide its consent:

Lender:
Principal Amount:
Interest:
Term:

Attached hereto are unexecuted draft loan documents, including the loan agreement, promissory note, and all associated security agreements which we understand are subject to the review and approval by the City. Furthermore, we are willing to supply any additional documentation related to the leasehold mortgage which the City deems necessary.

Sincerely,

Eddy & Taylor Associates, L.P.,
A California Limited Partnership

By: E&T Housing GP LLC,
a California limited liability company,
its general partner

By: Tenderloin Neighborhood Development Corporation,
a California nonprofit public benefit corporation,
its manager

By: _____

Donald S. Falk,

Chief Executive Officer

enc.

By signing this letter, the City consents to the leasehold mortgage, pursuant to the terms and conditions of Section 25.01 of the 168-186 Eddy Street Ground Lease, dated _____, 2017.

Mayor's Office of Housing and Community Development

Olson Lee, Director

ATTACHMENT 4

Reserved

1

ATTACHMENT 5
MEMORANDUM OF LEASE

Free Recording Requested Pursuant to
Government Code Section 27383

When recorded, mail to:
Mayor's Office of Housing and Community Development
of the City and County of San Francisco
1 South Van Ness Avenue, Fifth Floor
San Francisco, California 94103
Attn: Director

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease ("Memorandum") is entered into as of _____, 2017, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), acting by and through the Mayor's Office Of Housing and Community Development ("City"), and EDDY & TAYLOR ASSOCIATES, L.P., A California limited partnership ("Tenant"), with respect to that certain Ground Lease (the "Lease") dated _____, 2017, between City and Tenant.

Pursuant to the Lease, City hereby leases to Tenant and Tenant leases from City the real property more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The Lease shall commence on the date set forth above and shall end on the date which is 87 years from the date set forth above, subject to a 22 year option to extend, unless terminated earlier or extended pursuant to the terms of the Lease.

It is the intent of the parties to the Lease that the Lease shall create a constructive notice of severance of the Improvements (as defined in the Lease), without the necessity of a deed from Lessor to Lessee, which Improvements are and shall remain real property.

This Memorandum shall incorporate herein all of the terms and provisions of the Lease as though fully set forth herein.

This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend or supplement the Lease, of which this is a memorandum.

This Memorandum may be signed by the parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Memorandum.

Executed as of _____, 2017 in San Francisco, California.

TENANT:

Eddy & Taylor Associates, L.P.,
a California Limited Partnership.

By: E&T Housing GP LLC,
a California limited liability company,
its general partner

By: Tenderloin Neighborhood Development Corporation,
a California nonprofit public benefit corporation,
its manager

By: _____
Donald S. Falk,
Chief Executive Officer

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
John Updike
Director of Property

By: _____
Olson Lee
Director, Mayor's Office of Housing and Community Development

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

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ATTACHMENT 6
FORM OF TENANT INCOME CERTIFICATION

OFFICE OF THE MAYOR
SAN FRANCISCO



EDWIN M. LEE

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: *EL* Mayor Edwin M. Lee *[Signature]*
RE: Real Property Agreements Eddy & Taylor Associates, L. P. - 210 Taylor Street - Purchase and Sale of Real Estate and Ground Lease - \$10,600,000 purchase price and \$15,000 annual base rent
DATE: April 25, 2017

Attached for introduction to the Board of Supervisors is a resolution approving and (1) authorizing the execution and performance of an Agreement of Purchase and Sale of Real Estate in connection with the acquisition of a parcel located at 210 Taylor Street (Assessor's Parcel Block No. 0331, Lot No.028) ("the Property"), for \$10,600,000, (2) authorizing a long term, 87 years with a 12 year extension option, Ground Lease of the Property for \$15,000 annual base rent with Eddy & Taylor Associates, L.P., to construct a 100% affordable, 113-unit multifamily rental housing development for low-income households and formally homeless families and a commercial shell for a 5,677 square foot commercial space; (3) adopting findings that the conveyance and lease are consistent with the California Environmental Quality Act, the City's General Plan, and the priority policies of Planning Code Section 101.1; and (4) authorizing and directing the Director of Property and Director of MOHCD to execute documents, make certain modifications, and take certain actions in furtherance of this Resolution.

Should you have any questions, please contact Mawuli Tugbenyoh (415) 554-5168.

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2017 APR 25 PM 3:24
[Signature]



SAN FRANCISCO PLANNING DEPARTMENT

General Plan Referral

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Date: February 22, 2017

Case No. Case No. 2017-001397GPR
Mayor's Office of Housing and Community Development
acquisition of lot 0331/028 and Ground lease, to Tenderloin
Neighborhood Development Corporation for the construction of
113 affordable housing units

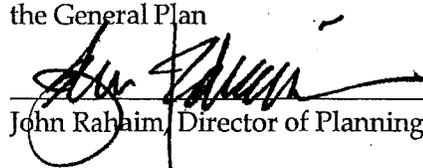
Block/Lot No.: 0331/028

Project Sponsor: Sarah Nusser
Mayor's Office of Housing and Community Development
1 South Van Ness Ave. Suite 500
San Francisco, CA 94103

Applicant: Same as Above

Staff Contact: Kerastin Dischinger
415.558.6284
Kearstin.dischinger@sfgov.org

Recommendation: Finding the project, on balance, is in conformity with
the General Plan

Recommended By: 
John Rahaim, Director of Planning

PROJECT DESCRIPTION

The Project is the City's proposed acquisition of lot 0331/028 and subsequent Ground Lease of lot 0331/028 to TNDC to build 113 affordable housing units at 168-186 Eddy Street. The submittal is for a General Plan Referral to recommend whether the Project is in conformity with the General Plan, pursuant to Section 4.105 of the Charter, and Section 2A.52 and 2A.53 of the Administrative Code.

ENVIRONMENTAL REVIEW

The project was fully analyzed in the Eddy & Taylor Family Housing Project Final Mitigated Negative Declaration, published on March 2, 2009 (Planning Case No. 2007.1342E).

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

The Project is the City's proposed ground lease to TNDC of the property to construct 113 permanently affordable housing units. The Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 as described in the body of this letter and is, on balance, **in-conformity** with the following Objectives and Policies of the General Plan:

Housing Element

OBJECTIVE 1

IDENTIFY AND MAKE AVAILABLE FOR DEVELOPMENT ADEQUATE SITES TO MEET THE CITY'S HOUSING NEEDS, ESPECIALLY PERMANENTLY AFFORDABLE HOUSING.

POLICY 1.3

Work proactively to identify and secure opportunity sites for permanently affordable housing.

The proposed ground lease will allow for 113 new affordable housing units.

POLICY 1.8

Promote mixed use development, and include housing, particularly permanently affordable housing, in new commercial, institutional or other single use development projects.

The proposed ground lease would allow for the construction of permanently affordable housing.

POLICY 1.10

Support new housing projects, especially affordable housing, where households can easily rely on public transportation, walking and bicycling for the majority of daily trips.

The proposed property is located in a transit-rich, walkable, and bike-friendly neighborhood.

OBJECTIVE 4

FOSTER A HOUSING STOCK THAT MEETS THE NEEDS OF ALL RESIDENTS ACROSS LIFECYCLES.

POLICY 4.4

Encourage sufficient and suitable rental housing opportunities, emphasizing permanently affordable rental units wherever possible.

The proposed property transfer will enable 113 new affordable housing units.

OBJECTIVE 8

BUILD PUBLIC AND PRIVATE SECTOR CAPACITY TO SUPPORT, FACILITATE, PROVIDE AND MAINTAIN AFFORDABLE HOUSING.

POLICY 8.1

Support the production and management of permanently affordable housing.

The proposed property transfer will allow for the production of a permanently affordable housing project.

EIGHT PRIORITY POLICIES FINDINGS

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The proposed project is found to be consistent with the eight priority policies of Planning Code Section 101.1 in that:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced.

The Project would have no adverse effect on neighborhood serving retail uses or opportunities for employment in or ownership of such businesses.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhood.

The project would have a positive effect on the City's housing and neighborhood character, by adding 113 permanently affordable units of housing.

3. That the City's supply of affordable housing be preserved and enhanced.

The Project would have a positive effect on the City's supply of affordable housing.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

The project will have no adverse on Muni services as it is centrally located in high service corridors with bicycle parking and no auto parking.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for residential employment and ownership in these sectors be enhanced.

The Project would have no adverse effect the existing economic base in this area.

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

The Project would not adversely affect achieving the greatest possible preparedness against injury and loss of life in an earthquake.

7. That landmarks and historic buildings be preserved.

The project will not have an impact on historic resources.

8. That our parks and open space and their access to sunlight and vistas be protected from development.

The Project would have no adverse effect on parks and open space or their access to sunlight and vista.

| | |
|------------------------|---|
| RECOMMENDATION: | Finding the Project, on balance, in-conformity with the General Plan |
|------------------------|---|

Attachments:

Proposed Facility, Conceptual Massing and Existing views from street

cc: Sarah Nusser, MOHCD

I:\Citywide\General Plan\General Plan Referrals\2017\2017-001397GPR - MOHCD Ground Lease from TNDC\2017-001397GPR - MOHCD Ground Leasefrom TNDC_FINAL.docx

**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL**
(S.F. Campaign and Governmental Conduct Code § 1.126)

| City Elective Officer Information <i>(Please print clearly.)</i> | |
|---|--|
| Name of City elective officer(s): Members, Board of Supervisors | City elective office(s) held: Members, Board of Supervisors |

| Contractor Information <i>(Please print clearly.)</i> |
|--|
| Name of contractor: Eddy & Taylor Associates, L.P., a California Limited Partnership |
| <i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i> (1) SEE ATTACHED LIST OF BOARD OF DIRECTORS (2) Donald Falk, TNDC CEO; Paul Sussman, TNDC CFO; Elizabeth Orlin, TNDC COO (3) N/A (4) N/A (5) N/A |
| Contractor address: C/O Tenderloin Neighborhood Development Corporation – 201 Eddy Street, SF, CA 94102 |
| Date that contract was approved: _____ Amount of contract: \$10,600,000 |
| Describe the nature of the contract that was approved: Funds will be used so that the City may acquire the parcel at 210 Eddy Street from Eddy & Taylor Associates, L.P. and ground lease it back to Eddy & Taylor Associates, L.P. to build 113 units of affordable family housing. |
| Comments: |

This contract was approved by (check applicable):

- the City elective officer(s) identified on this form (Mayor Edwin M. Lee)
- a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board
- the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

| Filer Information <i>(Please print clearly.)</i> | |
|---|---|
| Name of filer: Angela Calvillo, Clerk of the Board | Contact telephone number: (415) 554-5184 |
| Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 | E-mail: Board.of.Supervisors@sfgov.org |

| | |
|--|-------------|
| Signature of City Elective Officer (if submitted by City elective officer) | Date Signed |
| Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk) | Date Signed |

TNDC Board of Directors

President

Margaret Schrand

Former Senior Vice President at Wells Fargo Community Lending & Investment Group

Vice President

Lisa Blakely

Consultant

Secretary

Chris Gouig

Alameda County Housing Authority

Treasurer

Samia Rashed

Farallon Capital Management

Chief Legal Officer

Dave Kroot

Goldfarb & Lipman, LLP

Board Members

Curtis Bradford

TNDC Tenant Representative

Tracey Edwards

Retired Principal, Deloitte

Dr. Saul Feldman

Former CEO of United Behavioral Health

Sanjay Madan

Consultant

Freddie Martin

TNDC Tenant Representative

Dick McNeil, Jr.

Community Representative