

**SECOND AMENDMENT TO
LEASE No. L-16274
GOLDEN GATE NATIONAL PARKS CONSERVANCY**

This Second Amendment to Lease No. L-16274 (this “**Amendment**”), dated for reference purposes only as of April 30, 2024, is by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“**City**”), operating through the **SAN FRANCISCO PORT COMMISSION** (“**Port**”), as landlord, and **GOLDEN GATE NATIONAL PARKS CONSERVANCY**, a California not-for profit corporation, as tenant (“**Tenant**”).

RECITALS

A. Port and Tenant entered into Port Lease No. L-16274, effective December 17, 2018 (the “**Lease**”), as amended by the First Amendment dated for reference purpose, September 30, 2019, for that certain real property located at Pier 31 and Pier 33 in the City and County of San Francisco, State of California (See Port Commission Resolution 18-39 and Board of Supervisors Resolution 317-18). The Phase I Commencement Date of the Lease was October 15, 2019 and the Phase I Rent Commencement Date was July 12, 2020. Tenant has paid Base Rent on a timely basis since October 1, 2022.

B. This Amendment is intended to improve the financial feasibility of the Lease and preserve Tenant’s ability to operate, while at the same time meeting the Port’s goals, including protection of its revenue streams and assets; support of the Port’s maritime mission; alignment of Port and Tenant interests in a mutually viable partnership; and, is in the best interest of the Port’s long-term financial health.

C. The essential terms of this Amendment will (i) address and resolve unpaid Base Rent due from the Phase I Rent Commencement Date; (ii) extend the deadline for completion of the Phase I Initial Tenant Improvements and extend eligibility for rent credits for such improvements; (iii) increase the maximum rent credit amount for the Initial Tenant Improvements from \$554,000, to \$800,000; (iv) reduce Port’s share of Excess Rent to 50%; (v) extend the Expiration Date by three years to June 30, 2052 to allow Port to continue to recoup unpaid Percentage Rent; (vi) exclude charitable donations and clarify that “pass through sales” of certain park passes and other products are not included in Gross Revenues for the purposes of determining Percentage Rent due to Port; (vii) make other conforming changes, add new City requirements and make other form updates; and (viii) add additional remedies for Tenant’s failure to meet certain performance deadlines. Subject to NPS and Port consent as set forth in the Lease, Tenant intends to enter into a Sublease for buildout and operation of the casual restaurant space (Parcel A) with a yet-to-be selected restaurant operator (the “**Restaurant Sublease**”).

D. On September 25, 2018, Port and the United States of America, National Park Service, entered into a General Agreement (the “**Port/NPS Agreement**”), which became effective on November 28, 2018. Tenant acknowledges and agrees with Port that the Port/NPS Agreement includes provisions that affect and relate to certain provisions of this Lease, and both Port and NPS will need to amend the Port/NPS Agreement to allow for the changes made by this Amendment.

E. The Lease, the First Amendment and this Second Amendment shall collectively be referred to as the “**Lease**”. All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Lease, as amended.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, Port and Tenant hereby amend the Lease as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.

2. **Lease Compliance.** Except as explicitly provided in this Amendment, this Amendment does not excuse, waive, suspend or modify any provision or obligation of Tenant under the Lease. Tenant shall comply with all terms and conditions of the Lease as modified by this Amendment. Tenant acknowledges and agrees that compliance with the Lease is a material condition of this Amendment and that Port would not have agreed to this Amendment absent such terms.

3. **Rent Commencement; Payment Amount.**

3.1 Tenant commenced paying Base Rent on October 1, 2022 and has paid all Base Rent due since that date. Port has determined Tenant is responsible for Base Rent due from July 12, 2020 (the Phase I Rent Commencement Date) through September 30, 2022 in the amount of Two Hundred Eighty-Nine Thousand Seven Hundred Sixty-Five and 05/100 Dollars (\$289,765.05) (“**Payment Amount**”). As described in this Amendment, Tenant shall pay the Payment Amount upon Tenant’s execution of this Amendment and Tenant agrees and acknowledges that Port has no obligation to execute this Amendment absent Tenant’s payment of such amount.

3.2 Tenant acknowledges that Port is only willing to accept the Payment Amount as a one-time accommodation to enable Tenant to achieve Lease compliance and become and stay current on rent and that no additional concessions will be offered. Nothing contained herein is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of the Parties hereto. Each of the parties have determined that entering this Agreement is in each of their respective best interests.

3.3 The Payment Amount shall be Additional Rent under the Lease.

3.4 If for any reason, the Lease terminates prior to the full payment of the Payment Amount, this Amendment shall automatically terminate and all amounts due as per the Lease and the entire remaining balance of the Payment Amount (plus applicable interest and fees as calculated under the Lease) will become immediately due and payable and Port may seek all remedies under the Lease and at law or in equity.

3.5 [Intentionally Deleted]

3.6 Tenant agrees that the running of any statute of limitations with respect to Port’s claims for the Payment Amount shall be tolled as of the effective date of this Amendment until the Lease Expiration Date. The parties agree the tolling period shall not be included in calculating the application of any statute of limitations or in the consideration of any defense or avoidance based on laches, estoppel, or any other principle concerning the timeliness of commencing an action applicable to a claim for payment of rent.

3.7 All payments due under this Amendment are in addition to the rent obligations set forth in the Lease.

3.8 Port and Tenant agree and acknowledge that, for purposes of calculating the amounts in this Section 3 and in accordance with the Basic Lease Information provisions: (i) Base Rent was abated for the 254 days that Alcatraz Island was closed (from March 15, 2020 through August 15, 2020, and from December 7, 2020 through March 14, 2021 inclusive); (ii) the 270-day Base Rent abatement period for construction activities prior to the Phase I Rent Commencement Date expired without effect on July 11, 2020; (iii) the Base Rent Phase-In discounts were applied starting on July 12, 2020 and expired prior to October 1, 2022; (iv) Annual Base Rent adjustments of 2.5% were applied on October 15, 2020, and each subsequent Anniversary Date; and (v) late fees and interest associated with the abated rent are also waived. Port and Tenant agree that Lease provisions regarding a 270-day construction rent

abatement period and Base Rent phase-in with respect to the Phase II Rent Commencement Date are not affected by this Second Amendment.

4. Lease Amendments

4.1. Phase I Initial Tenant Improvements Outside Completion Date; Phase I Anniversary Date. The second paragraph of the “Initial Tenant Improvements” set forth on page BLI-7 of the Lease is hereby amended to read as follows:

“Tenant must Complete the Initial Tenant Improvements on Parcel A by December 31, 2025 (the “**Phase I Initial Tenant Improvements Outside Completion Date**”) and Tenant must Complete the Initial Tenant Improvements on Parcel C no later than the first (1st) Phase II Anniversary Date (the “**Phase II Initial Tenant Improvements Outside Completion Date**”). Notwithstanding anything to the contrary in this Lease, the “Phase I Anniversary Date” is hereby established as January 1, 2026.”

4.2. Expiration Date. The Expiration Date set forth on page BLI-2 of the Lease is hereby amended to June 30, 2052.

4.3. Gross Revenues. The definition of “Gross Revenues” in *Section 2* of the Lease is hereby revised by renumbering “(vii)” as “(viii)” and adding a new (vii) and (viii) to read as follows:

(vii) Charitable donations to the Golden Gate National Parks Conservancy; and

(viii) For purposes of clarity, Gross Revenues do not include revenues from Park passes, Park memberships, disposable bag fees and audio and interpretive tours on Alcatraz Island to the extent that they are sold by Tenant as a courtesy to NPS and are strictly pass throughs for which Tenant imposes no markup and earns no revenues.

4.4. Rent Credits for Initial Tenant Improvements.

(a) The first sentence of “Rent Credits for Initial Tenant Improvements” set forth on page BLI-8 of the Lease is hereby amended to read as follows:

“As described further below, Tenant shall be entitled to a rent credit in the maximum amount of Eight Hundred Thousand Dollars (\$800,000) for the Initial Tenant Improvements.

(b) *Section 5.3(a)* of the Lease is hereby amended to read as follows:

(a) Rent Credits for Initial Tenant Improvements. As described in this section and subject to subsection (b), Tenant shall be entitled to a rent credit for Initial Tenant Improvements that are so designated in the Work Letter Attachment 1 in an amount not to exceed Eight Hundred Thousand Dollars (\$800,000) to be taken monthly against all Rent due in the manner described in the Basic Lease Information. Upon completion of the Phase I Improvements and subject to the conditions of this Section, Tenant shall be eligible for a rent credit not to exceed Four Hundred Forty Thousand Dollars (\$440,000) for Phase I Improvements. Upon completion of the Phase II Improvements and subject to the conditions of Section 5.3, Tenant shall be eligible for a rent credit not to exceed the greater of Three Hundred Sixty Thousand Dollars (\$360,000) or the remaining rent credit balance for Phase II Improvements.

4.5. Payment of Taxes. *Section 6.1* of the Lease is hereby amended to read as follows:

“6.1 *Payment of Taxes.* During the Term, Tenant agrees to pay, when due, to the proper authority any and all real and personal property taxes, general and special assessments, real property transfer taxes, license fees, permit fees and all other governmental charges of any kind or nature whatsoever, including without limitation all

penalties and interest thereon, levied or assessed on the Premises, on Tenant's Property, the leasehold or subleasehold estate or Tenant's use of the Premises, or any transfer of a leasehold interest or subleasehold interest in the Premises (including but not limited to the transfer of the leasehold interest in the Premises pursuant to the Lease) whether in effect at the time this Lease is entered into or which become effective thereafter, and all taxes levied or assessed on the possession, use or occupancy, as distinguished from the ownership, of the Premises. Tenant further recognizes and agrees that its leasehold interest may be subject to the payment of special taxes, including without limitation a levy of special taxes to finance energy efficiency, water conservation, water pollution control and similar improvements under the Special Tax Financing Law in Chapter 43 Article X of the Administrative Code. Tenant shall not permit any of the above taxes, assessments or other charges to become a defaulted lien on the Premises 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, through such proceeding as Tenant considers necessary or appropriate, contest the legal validity or the amount of any tax, assessment or similar charge so long as such assessment or charge does not become a defaulted lien. In the event of any such dispute, Tenant shall Indemnify Port, City, and their Agents from and against all Claims resulting therefrom."

Personal Property Insurance. *Section 17.1(m)* of the Lease is hereby amended to read as follows:

"17.1(m) Personal Property Insurance. Tenant, at its sole cost and expense, shall procure and maintain on all of Tenant's Property and Alterations, in, on, or about the Premises, personal property insurance on all risk form, excluding earthquake and flood, in an amount not less than full replacement value or a stated value, at Tenant's sole discretion, for the replacement of Tenant's Property. In addition to the foregoing, Port may, in its sole discretion, insure any personal property leased to Tenant by Port pursuant to this Lease in such amounts as Port deems reasonably appropriate and Tenant shall have no interest in the proceeds of such personal property insurance. Port shall have no responsibility or obligation to maintain insurance or replace Tenant's Property, Alterations, or any Improvements regardless of cause of loss."

4.6. Excess Rent. *Section 21.4(g)* is hereby amended to read as follows:

"(g) Excess Rent. Tenant agrees to pay to Port immediately upon receipt fifty percent (50%) of all Excess Rent, less Subleasing Expenses, as Additional Rent. In calculating Excess Rent, Subleasing Expenses will be amortized on a straight-line basis over the term of the Sublease, without interest. For example, if: (i) the term of the Sublease is 5 years; (ii) Sublease rent is \$5,000 per month; (iii) Tenant's concurrent Rent payable for the Sublease premises is \$3,000 per month; (iv) Tenant's Subleasing Expenses are \$30,000, then the amount of Excess Rent Tenant must pay to Port in connection with the Sublease is \$500 per month, as shown in the calculation below.

Term of Sublease:	5 years x 12 months = 60 months
Subleasing Expenses:	\$30,000
Amortized Subleasing Expenses:	\$30,000/60 months = \$500/month
Excess Rent:	\$5,000/month - \$3,000/month = \$2,000/month x 50%=\$1,000/month

Additional Rent:

\$1,000/month - \$500/month = \$500/month

4.7. **Section 31.6** is hereby amended to read as follows:

“31.6. Prohibition Against Tobacco Advertising; Prohibition Against Tobacco Product Sales, Manufacture, and Distribution. Tenant acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the Premises. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. In addition, Tenant acknowledges and agrees that no Sales, Manufacture, or Distribution of Tobacco Products (as such capitalized terms are defined in Health Code Section 19K.1) is allowed on the Premises and such prohibition must be included in all subleases or other agreements allowing use of the Premises. The prohibition against Sales, Manufacture, or Distribution of Tobacco Products does not apply to persons who are affiliated with an accredited academic institution where the Sale, Manufacture, and/or Distribution of Tobacco Products is conducted as part of academic research.”

4.8. **Section 32.27** of the Lease is hereby added to read as follows:

32.27. Notice of Transfers to Port. In addition to the obligations under the Lease with respect to reporting transfers, subleases and/or assignments, within thirty (30) days of entering into any agreement under which Tenant grants any person the right to occupy or use any portion of the Premises for any period of time, including without limitation, any assignment, sublease, license, permit, concession or vendor agreement or other agreement or renewal thereof, Tenant shall provide written notice to Port and a copy of such agreement, regardless of whether Port consent is required under this Lease for such agreement. Tenant agrees to provide such further information as may be requested by City or Port to enable compliance with reporting obligations under state Law and San Francisco Administration Code Sections 23.38 and 23.39 (or any successor ordinance).”

4.9. **Section 33.1** of the Lease is hereby amended to read as follows:

“33.1 California Law; Venue. This Lease is governed by, and shall be construed and interpreted in accordance with, the Laws of the State of California and City's Charter. Any legal suit, action, or proceeding arising out of or relating to this Lease shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Lease has been brought in an inconvenient forum. The parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to federal court.”

4.10. **Schedule 3**, FEMA Disclosure Notice attached as Schedule 3 to the Lease, is hereby replaced with **Schedule 3 – Revised** attached to this Amendment.

4.11. **References to Former Provisions of the San Francisco Administrative Code.** The San Francisco Board of Supervisors established a San Francisco Labor and Employment Code (“LEC”) redesignating a number of the City’s contracting provisions formerly codified in the San Francisco Administrative Code. The following table indicates the new location of those provisions. Accordingly and as applicable, all references in the Lease to the former San Francisco Administrative Code provisions are hereby amended to refer to the LEC.

Article Title	Former Administrative Code	New Labor and Employment Code
Minimum Wage Ordinance	Chapter 12R	Article 1
Personal Services Minimum Contractual Rate	Chapter 12V	Article 2
Sick Leave Ordinance	Chapter 12W	Article 11
Misc. Prevailing Wage Requirements	Chapter 21C	Article 102
Minimum Compensation Ordinance	Chapter 12P	Article 111
Health Care Accountability Ordinance	Chapter 12Q	Article 121
Nondiscrimination in Contracts	Chapter 12B	Article 131
Nondiscrimination in Property Contracts	Chapter 12C	Article 132
Salary History	Chapter 12K	Article 141
City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions	Chapter 12T	Article 142
Sweatfree Contracting Ordinance	Chapter 12U	Article 151
Earned Income Credit Information	Chapter 12O	Article 161

5. General Release. Tenant understands and expressly accepts and assumes the risk that any facts concerning the Claims released in this Lease might be found later to be other than or different from the facts no believed to be true, and agrees that the releases in this Lease shall remain effective. Therefore, with respect to the Claims released in this Lease, Tenant waives any rights or benefits provided by Section 1542 of the Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Initials: _____
Tenant *Tenant*

Tenant understands and acknowledges that, as a consequence of this waiver of Section 1542, even if Tenant should eventually suffer additional or further loss, damages or injury arising out of or in any way related to any of the events which gave rise to this Amendment, Tenant will not be permitted to make any claims to recover for such loss, damages or injury against the City and County of San Francisco, its elective and/or appointive boards, agents, employees, departments, commissioners, and officers, including without limitation the

San Francisco Port Commission. Tenant acknowledges that it intends these consequences even as to claims that may exist as of the date of this Amendment but which Tenant does not know exist, and which, if known, would materially affect Tenant's decision to execute this Amendment, regardless of whether Tenant's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

The provisions of this Section 5 shall survive the expiration or earlier termination of the Lease.

6. Earthquake and Flood Insurance. Notwithstanding *Section 17.1(f)*, *Section 17.1(g)*, *Section 17.6(b)* and *Section 17.6(c)* of the Lease, Tenant shall not be required to maintain, and the Port hereby waives the requirement for Tenant to maintain, earthquake insurance and flood insurance.

7. Representations and Warranties. Tenant represents, warrants and covenants to Port that the representations and warranties set forth in *Section 29* of the Lease are true and correct as of the Effective Date of this Amendment.

8. Upset Events. Notwithstanding anything to the contrary in this Lease, Tenant's (i) failure to obtain NPS's consent to the Restaurant Sublease as required by Section 21.4(a) of the Lease by December 31, 2025; (ii) failure to execute a Restaurant Sublease by June 30, 2025; and (iii) failure of the restaurant to open for business by December 31, 2025 shall each constitute an "**Upset Event**". In the event of an Upset Event, Port at its sole option may exercise any of the following remedies: (i) declare this Amendment null and void upon written notice to Tenant; (ii) impose a Three Hundred Seventy Five Dollar (\$375.00) charge per day for the duration of the Upset Event; and/or (iii) reduce the Rent Credit for Initial Tenant Improvements by Ten Thousand Dollars (\$10,000.00) per each month (prorated if necessary) of the duration of each Upset Event until cured. The parties agree that the charges set forth in (ii) represent a fair and reasonable estimate of the administrative cost and expense which Port will incur by reason of Tenant's default and Port's right to impose the charges shall be in addition to and not in lieu of any and all other rights under this Lease, at law or in equity. By signing this Lease, each party specifically confirms the accuracy of the statements made in this Section and the reasonableness of the amount of the charges described in (ii) above. The remedies set forth in this Section are not exclusive; they are cumulative and in addition to any and all other rights or remedies of Port now or later allowed by Law or in equity.

9. Notification of Limitations on Contributions. Through its execution of this Amendment, Tenant acknowledges its obligations under 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 approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (a) the City elective officer, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the date the contract is approved. Tenant acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of one hundred thousand dollars (\$100,000) or more. Tenant further acknowledges that, if applicable, (i) the prohibition on contributions applies to each Tenant; each member of Tenant's board of directors, and Tenant's principal officers, including its chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten (10%) percent in Tenant; and any subcontractor listed in the Tenant's bid or contract; and (ii) within thirty (30) days of the submission of a proposal for the contract, the Port is obligated to submit to the Ethics Commission the parties to the Lease and any subtenant(s). Additionally, Tenant certifies that if this Section applies, Tenant has informed each of the persons described in the preceding sentence

of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract and has provided to City the names of the persons required to be informed.

10. Rights Are Cumulative. The liability of Tenant and all rights, powers, and remedies of Port under this Agreement shall be cumulative and not alternative, and such rights, powers, and remedies given to Port by law or in equity.

11. Authority. If Tenant signs as a corporation or a partnership, each of the persons executing this Amendment on behalf of Tenant does hereby covenant and warrant that Tenant is at the time of execution and at all times while the Lease is in effect will continue to be: (1) a duly authorized and existing entity, (2) qualified to do business in California; and that Tenant has full right and authority to enter into this Amendment, and that each and all of the persons signing on behalf of Tenant are authorized to do so. Upon Port's request, Tenant shall provide Port with evidence reasonably satisfactory to Port confirming the foregoing representations and warranties, and covenants.

12. Full Force and Effect. Except as specifically amended herein, the terms and conditions of the Lease shall remain in full force and effect.

13. Entire Agreement. This Amendment contains all of the representations and the entire agreement between the parties with respect to the subject matter of this Amendment. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating to the subject matter of this Amendment are superseded in their entirety by this Amendment. No prior drafts of this Amendment or changes between those drafts and the executed version of this Amendment shall be introduced as evidence in any litigation or other dispute resolution proceeding by any party or other person, and no court or other body should consider such drafts in interpreting this Amendment.

14. Miscellaneous. This Amendment shall bind, and shall inure to the benefit of, the successors and assigns of the parties hereto. This Amendment will be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Amendment. The terms of this Amendment are contractual and not a mere recital. The liability of and all rights, powers, and remedies of the parties under this Amendment shall be cumulative and not alternative. Each party acknowledges that the other party has made no representations, express or implied, to induce that party to enter into this Amendment, other than as expressly set forth herein. This Amendment is made for the purpose of setting forth certain rights and obligations of Tenant and the Port, and no other person shall have any rights hereunder or by reason hereof as a third-party beneficiary or otherwise. This Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof. No provision of this Amendment that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are hereby declared to be severable. Time is of the essence of this Amendment. Neither this Amendment nor any of the terms hereof may be amended or modified except by a written instrument signed by all the parties hereto.

15. Subject to Approvals. Tenant acknowledges and agrees that no officer or employee of City has authority to commit City to this Amendment unless and until the Port Commission and City's Board of Supervisors shall have each approved this Amendment and authorized the transactions contemplated hereby. Therefore, any obligations or liabilities of City hereunder are contingent upon such approvals, and this Amendment will be null and void if the Port Commission and City's Mayor and the Board of Supervisors do not approve this Amendment, in their respective sole discretion.

16. Effective Date. This Amendment is effective upon the Port's execution as indicated below. The Parties agree that Port has no obligation to execute this Amendment until the following conditions precedent have occurred (i) Tenant has paid the Payment Amount; (ii) Tenant has

executed this Amendment; and (iii) the Port Commission and Board of Supervisors have approved this Amendment.

Exhibits and Schedules

Schedule 3 Revised FEMA Disclosure Notice

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IN WITNESS WHEREOF, Port and Tenant execute this Amendment at San Francisco, California, as of the last date set forth below.

PORT: CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, operating by and through the
SAN FRANCISCO PORT COMMISSION

By: _____
Scott Landsittel
Deputy Director, Real Estate and Development

Date Signed: _____

TENANT: GOLDEN GATE NATIONAL PARKS CONSERVANCY, a
California not-for profit corporation,

By: _____
Name: _____
Title: _____

Date Signed: _____

By: _____
Name: _____
Title: _____

Date Signed: _____

APPROVED AS TO FORM:
DAVID CHIU, City Attorney

By: _____
Name: Michelle Sexton
Deputy City Attorney

Amendment Prepared By: Sandra Oberle, Senior Property Manager _____ (initial)

Port Commission Reso. No.

Board of Supervisors Reso. No.

SCHEDULE 3 - REVISED

FEMA Disclosure Notice

FEMA-National Flood Insurance Program Disclosure Notice

As part of the National Flood Insurance Program (“NFIP”), Federal Emergency Management Agency (“FEMA”) issued the final flood insurance rate maps (“FIRMs”) for City and County of San Francisco on September 23rd, 2020, concluding a process that had been going on for more than a decade. This is the first time FEMA mapped flood risks for the City and County of San Francisco. FIRMs were later adopted by the Board of Supervisors through Ordinance 226-20 (“Floodplain Management Program Ordinance”) and became effective on March 23, 2021.

Based on detailed studies of coastal flood hazards associated with San Francisco Bay and the Pacific Ocean, the final FIRMs designate portions of the City and County of San Francisco (“City”), including portions of the waterfront, Mission Bay, Islais Creek, Bayview Hunters Point, Hunters Point Shipyard, Candlestick Point, Treasure Island, San Francisco International Airport, and Ocean Beach, in coastal flood hazard areas. Referred to as “Special Flood Hazard Areas” (“SFHAs”), these areas are subject to inundation during a flood having a 1 percent chance of occurrence in any given year. They are shown as zones beginning with the letter “A” or “V” on the FIRMs. Port’s structures over water, including piers and wharfs, are designated as Zone D (area of undetermined flood hazard). Zone D areas are not subject to Building Code and NFIP regulation. Historic structures are also exempted from compliance under the NFIP.

Additionally, the San Francisco Public Utilities Commission (“SFPUC”) has prepared the 100-Year Storm Flood Risk Map to show areas where flooding is highly likely to occur on City streets during a 100-year rain storm. More information about this map, including a searchable web map, is available at <https://www.sfwater.org/floodmaps>. The SFPUC 100-Year Storm Flood Risk Map only shows flood risk from storm runoff and, floodproofing measures are not required at this time.

The SFPUC map does not consider flood risk in San Francisco from other causes, such as inundation from the San Francisco Bay or the Pacific Ocean, which are shown on the FIRMs that FEMA has prepared for San Francisco. Conversely, the FIRMs do not show flooding from storm runoff in San Francisco, because our historical creeks and other inland waterbodies have been built over and are no longer open waterways. In most areas, the flood hazards identified by SFPUC and FEMA are separate. There are a few areas, however, near the shoreline where SFPUC’s Flood Risk Zones overlap with the FEMA-designated floodplains.

The FIRM provides flood risk information for flood insurance and floodplain management purposes under the NFIP. The SFHAs, shown on the FIRM, may impact flood insurance requirements and rates, permitting, and building requirements for tenants and permit holders for property in designated SFHAs on the FIRM. Flood insurance is available through the NFIP and the private market. Flood insurance for Zone D areas is not available through NFIP. Pre-FIRM buildings of any type are not required to buy flood insurance. For more information on purchasing flood insurance, please contact your insurance agent.

City’s Floodplain Management Program ordinance is based on NFIP requirements. Under the ordinance, the Port and the City must regulate new construction and substantial improvements or repairs to structures in SFHAs to reduce the risk of flood damage. The requirements may include elevation or floodproofing of structures and attendant utilities.

Additional information on this matter are available on the City/Port websites and FEMA website as listed below.

San Francisco Floodplain Management Program website:

<https://onesanfrancisco.org/san-francisco-floodplain-management-program>

Port Floodplain Management Program Website:

<https://sfport.com/flood-plain-management-program>

FEMA's NFIP website:

<https://www.floodsmart.gov/>