

FIRST AMENDMENT TO OFFICE LEASE

THIS FIRST AMENDMENT TO OFFICE LEASE (this “**First Amendment**”) is made as of August 1, 2026, in San Francisco, California, by and between OPERA PLAZA, L.P., a California limited partnership (“**Landlord**”), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**” or “**Tenant**”). Landlord and City may be referred to herein individually as a “**Party**” or collectively as the “**Parties**”.

RECITALS

THIS FIRST AMENDMENT is made with reference to the following facts and circumstances:

A. City and Landlord entered into that certain Office Lease, dated for reference purposes only as of April 11, 2016, and commencing on July 15, 2016 (the “**Lease**”), for the lease of Suite P, located at 601 Van Ness Avenue, San Francisco, CA, 94102 (the “**Premises**”).

B. The Extended Term of the Lease authorized by Resolution No. 367-21, adopted by the San Francisco Board of Supervisors on July 20, 2021, expires on July 31, 2026.

C. City and Landlord now desire to enter into this First Amendment to extend the Term of the Lease to July 31, 2029, and to amend the Lease on the terms and conditions as set forth herein.

D. The San Francisco Board of Supervisors adopted Resolution No. _____ on _____, 202__, authorizing this First Amendment, allowing the City to enter into this First Amendment extending the Term of the Lease through July 31, 2029, and amending the Lease on the terms and conditions as set forth herein.

AGREEMENT

ACCORDINGLY, in consideration of the foregoing Recitals, which are incorporated into this First Amendment by this reference, the mutual promises and obligations of the Parties contained in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the City and Landlord agree as follows:

1. **Defined Terms**. Capitalized terms used but not defined in this First Amendment shall have the meanings set forth in the Lease.

2. **Extension of the Term**. City and Landlord agree to extend the Term of the Lease for an additional three (3) years, commencing on August 1, 2026, and expiring at 11:59 p.m. Pacific Time on July 31, 2029 (“**First Amendment Term**” or “**Term**”), unless sooner terminated pursuant to the terms of the Lease. From and after the Effective Date (as defined herein), all references in the Lease and this First Amendment to the “**First Amendment Term**” or “**Term**” shall refer to the Term, as extended hereby.

3. **Base Rent.** From and after the Effective Date, City shall pay to Landlord an annual Base Rent of \$345,840.00 (\$40.00 per sq. ft.). From and after the Effective Date, all references in the Lease to the "Base Rent" shall mean the Base Rent as amended hereby.

4. **Base Year.** The Base Year for the First Amendment Term shall be 2026.

5. **Amendment to Basic Lease Information.** The following sections in Article 1 (Basic Lease Information) are hereby deleted and replaced in their entirety as follows:

Term (<u>Section 3</u>):	Commencement date: July 15, 2016 Expiration Date: July 31, 2029
Extension Option (<u>Section 3.4</u>):	None
Base Rent (<u>Section 4.1</u>):	Annual Base Rent: \$345,840.00 (\$40.00 per sq. ft.) Monthly payments: \$28,820.00 (approx. \$3.33 per sq. ft.)
Base Year (<u>Section 4.4</u>)	Initial Term Base Year: 2016 Extended Term Base Year: 2021 First Amendment Term Base Year: 2026

6. **Hazardous Materials Definitions (Section 21.1).** Reference to California Health & Safety Code Section 25316 in Section 21.1(b) is hereby deleted and replaced with California Health & Safety Code Section 78075.

7. **MacBride Principles-Northern Ireland (Section 22.22).** Section 22.22 is hereby deleted in its entirety.

8. **Prevailing Wage and Working Conditions (Section 22.24).** Section 22.24 is hereby deleted in its entirety and replaced with the following:

22.24. Prevailing Wages and Working Conditions.

(a) Any undefined, initially capitalized term used in this Section has the meaning given to that term in Section 101.1 of the San Francisco Labor and Employment Code. Landlord will require its Contractors and Subcontractors performing work on any Covered Project at the Premises to pay Prevailing Wages in accordance with the requirements of Article 103 of the San Francisco Labor and Employment Code and employ Apprentices in accordance with Article 104 of the San Francisco Labor and Employment Code. Any contract, subcontract, or other type of agreement for the performance of that Covered Project shall (A) require the payment of the highest general Prevailing Rate of Wages as fixed and determined in accordance with Section 103.2 of the San Francisco Labor and Employment Code to all persons performing labor or work for the Covered Project and employment of Apprentices in accordance with Section 104.1 of the San Francisco Labor and Employment Code, (B) require all records

described in Section 103.3(e) of the San Francisco Labor and Employment Code to be kept and submitted in compliance with the requirements of that Section, (C) name City, affected workers, and employee organizations formally representing affected workers as third party beneficiaries for the limited purpose of enforcing the Prevailing Wage requirements of Article 103 of the San Francisco Labor and Employment Code and apprenticeship requirements of Article 104 of the San Francisco Labor and Employment Code, including the right to file charges and seek penalties against any Contractor or Subcontractor in accordance with Articles 103 through 106 of the San Francisco Labor and Employment Code, (D) include the Prevailing Rate of Wages or a statement that copies of the Prevailing Rate of Wages as fixed and determined in accordance with Section 103.2 of the San Francisco Labor and Employment Code are on file at the job site and available to any interested party on request, and (E) include the following provisions:

(i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on the Contractor by City's Charter or Municipal Code;

(ii) the Contractor agrees that the Labor Standards Enforcement Officer, and the Officer's designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, Contractor daily logs, payroll records, employee paychecks, employee paystubs, and proof of payment documents; the Contractor shall maintain a record in the format prescribed by the Office of Labor Standards Enforcement of sign-in and sign-out showing which employees have been present on the job site;

(iii) the Contractor shall prominently post at each job site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and the Labor Standards Enforcement Officer may audit such records of the Contractor or Subcontractor as the Labor Standards Enforcement Officer reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by City's Charter or Municipal Code.

(b) Failure to comply with any of these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(h), as amended from time to time.

(c) Landlord will reasonably cooperate with City in any action or proceeding against a Contractor or Subcontractor that fails to pay the Prevailing Rate of Wages or employ Apprentices as required. Landlord's failure to comply with its obligations under this Section will constitute a material breach of this Lease. A Contractor's or Subcontractor's failure to comply with this Section will enable City to seek the remedies specified in accordance with Articles 103 through 106 of the San Francisco Labor and Employment Code against the breaching party.

9. **Nondiscrimination in City Contracts and Benefits Ordinance; Covenant Not to Discriminate (Section 22.25)**. Section 22.25 is hereby deleted in its entirety.

10. **Obligations Joint and Several**. All obligations of the parties comprising Landlord under the Lease shall be joint and several. For all purposes of this First Amendment, Landlord shall be deemed one entity and Landlord shall have no defense or claim resulting from or relating to the fact that Landlord is comprised of more than one party.

11. **No Joint Venture.** This First Amendment or any activity by the City hereunder does not create a partnership or joint venture between the City and Landlord relating to the Lease or otherwise. This First Amendment does not constitute authorization or approval by the City of any activity conducted by Landlord, and the City shall in no way be responsible for the acts or omissions of Landlord on the Premises or otherwise.

12. **Governing Law.** This First Amendment will be governed by, construed and enforced in accordance with the laws of the State of California and the City's Charter. Any legal suit, action, or proceeding arising out of or relating to the First Amendment 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 First Amendment or the Lease has been brought in an inconvenient forum.

13. **References.** No reference to this First Amendment is necessary in any instrument or document at any time referring to the Lease. Any future reference to the Lease shall be deemed a reference to such document as amended hereby.

14. **Notification of Prohibition on Contributions.** By executing this First Amendment, Landlord acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who leases, or seeks to lease, to or from any department of the City any land or building from making any campaign contribution to **(a)** a City elected official if the lease must be approved by that official, **(b)** a candidate for that City elective office, or **(c)** a committee controlled by that elected official or a candidate for that office, at any time from the submission of a proposal for the lease until the later of either the termination of negotiations for the lease or twelve (12) months after the date the City approves the lease. Landlord acknowledges that the foregoing restriction applies only if the lease or a combination or series of leases or other 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. Landlord further acknowledges that **(i)** the prohibition on contributions applies to each prospective party to the Lease; any person with an ownership interest of more than 10 percent (10%) in Landlord; any subcontractor listed in the Lease; and any committee that is sponsored or controlled by Landlord; and **(ii)** within thirty (30) days of the submission of a proposal for the Lease, the City department with whom Landlord is leasing is obligated to submit to the Ethics Commission the parties to the Lease and any subcontractor. Additionally, Landlord certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the Lease and has provided the names of the persons required to be informed to the City department with whom it is leasing.

15. **Landlord's Compliance with City Business and Tax and Regulations Code.** Landlord acknowledges that under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, the City Treasurer and Tax Collector may require the withholding of payments to any vendor that is delinquent in the payment of any amounts that the vendor is required to pay the City under the San Francisco Business and Tax Regulations Code. If, under that authority, any payment City is required to make to Landlord under the Lease is withheld, then City will not be in breach or default under the Lease, and the Treasurer and Tax Collector will authorize release of any payments withheld under this paragraph to Landlord, without

interest, late fees, penalties, or other charges, upon Landlord coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

16. **Further Instruments**. The Parties agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this First Amendment.

17. **Effective Date**. The “**Effective Date**” means August 1, 2026.

18. **Miscellaneous**. Except as expressly modified by this First Amendment, the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. The Lease as amended by this First Amendment constitutes the entire agreement of the Parties concerning the subject matter hereof, and supersedes and conceals any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this First Amendment shall not constitute a waiver of relinquishment of any rights which the City may have relating to the Lease. Landlord and City hereby ratify and confirm all the provisions of the Lease as amended by this First Amendment. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same instrument. Each Party represents and certifies that the individual signing on behalf of the Party is duly authorized to do so.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

LANDLORD: OPERA PLAZA, L.P.,
a California limited partnership

Signed by:
By: Nathan Nishiguchi 6/11/2026
Name: Nathan Nishiguchi
Its: Authorized Signatory

TENANT: CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Sarah R. Oerth
Director of Property

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Nancy Taylor
Deputy City Attorney