

10TH FLOOR PLAN

Scale: 1/8" = 1'-0"

50 FEET

HAYES STREET

POLK STREET

EXHIBIT B

[Date]

Mr. Anthony J. DeLucchi
Director of Property
Real Estate Department
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

RE: Acknowledgement of Commencement Date, Lease Between
_____ (Landlord), and the
CITY AND COUNTY OF SAN FRANCISCO (Tenant),
for premises known as _____
located at _____

Dear Mr. DeLucchi:

This letter will confirm that for all purposes of the Lease, the Commencement Date (as defined in Paragraph 4 of the Lease) is _____, 200_.

Please acknowledge your acceptance of this letter by signing and returning a copy of this letter.

Very truly yours,

By _____
Title _____

Accepted and Agreed:

By: _____
Director of Property

Dated _____

EXHIBIT C

JANITORIAL STANDARDS

Landlord shall furnish, at its cost, janitorial service to the Premises and Common Areas as follows:

FIVE DAYS PER WEEK
(EXCEPT HOLIDAYS) –
PREMISES:

Empty wastepaper baskets, trash containers and other receptacles.

Vacuum carpets and rugs (spot clean as reasonably required). Sweep and dust mop resilient and hard floors. Wet mop spillage. Wet mop VCT.

Dust and wipe clean office furniture, file cabinets, water fountains and coolers, empty waste water. Arrange office furniture (computer equipment not to be moved or tampered with).

Dust windowsills and counters.

FIVE DAYS PER WEEK
(EXCEPT HOLIDAYS) –
COMMON AREAS:

Clean restrooms, sanitize fixtures and floor surfaces. Refill restroom dispensers.

Mop, vacuum, sweep and dust common areas and stairwells as required.

Clean elevators, vacuum carpets and rugs (spot clean as reasonably required). Sweep and dust mop resilient and hard floors.

LOBBIES AND ENTRYWAYS:

Maintain in first-class appearance.

SEMI-ANNUALLY –
WINDOWS:

Wash interior and exterior windows.

ANNUALLY
CARPETS:

Shampoo high traffic areas.

BUILDING RECYCLING:

As needed, but not less than once per week, pick up of recycling materials from City provided (or scavenger service provided) bins from centrally located areas within the Premises and delivery to Building recycling containers (for Recycling service pick up).

Nightly removal of cardboard boxes (place there after 5:00 p.m.) from outside entrances to the Premises.

Reasonable supervision by Landlord of janitorial staff to insure that recyclable materials, if properly sorted by Tenant, are recycled and not mixed with non-recyclable materials.

If Landlord uses an outside janitorial service, said service shall bond its employees.

EXHIBIT D
RULES AND REGULATIONS
OF FOX PLAZA

In the event of any conflict or inconsistency between any of the Rules and Regulations set forth herein below and any of the provisions of the Lease between Landlord and Tenant, the Lease provisions shall control.

1. SIGNS: No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained, and Landlord shall have the right to remove any such objectionable sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant (Lessee). Upon approval, Tenant will affix the sign to the wall as directed; no glue or screws will be used. If a sign is glued, the costs incurred to repair the damage resulting from removal of the sign will be the responsibility of the Tenant. Notwithstanding the foregoing, as of the date of the Lease Landlord approves all of Tenant's existing signs, placards, pictures, names and notices inscribed, displayed, printed or affixed on or to any part of the outside or inside of the Building.
2. BULLETIN BOARD: The Bulletin Board or Directory of the Building will be provided exclusively for the name and location of Tenant only; and Landlord reserves the right to exclude any other names therefrom, and also charge Tenant for Landlord's cost to provide directory strips for each and every name, in addition to the name of Tenant, placed by it upon such Bulletin Board or Directory.
3. LOCKS: No additional locks shall be placed upon any doors of the Premises, and Tenant agrees not to have any duplicate keys made without the consent of Landlord; provided, however, Landlord agrees that all employees of Tenant working in the Premises shall have a copy of the key(s) to the Premises. If more than two keys for any door lock are desired, the additional number shall be paid for by Tenant. Upon termination of Tenant's lease, Tenant shall surrender all keys.
4. WIRING: When wiring of any kind is introduced, it must be connected as directed by Landlord, and no boring or cutting for wires will be allowed except with the consent of Landlord. The location of telephones, call boxes, telephone boards, and other office equipment affixed to the Premises shall be reasonably prescribed by Landlord.
5. NON-RESPONSIBILITY: Landlord is not responsible to any tenant for non-observance or violation of the Rules and Regulations by any other tenant, except as may be otherwise provided in the Lease.

6. OBSTRUCTING LIGHT: Tenant shall not allow anything to be placed against or near the glass in the partitions or in the doors between the Premises leased and in the halls or corridors. The doors between the Premises and the corridors of the Building shall at all times, except when in actual use for ingress and egress, be kept closed.
7. HALLS AND STAIRWAYS: The entries, passages, stairways and elevators shall not be obstructed by Tenant, or used for any other purpose than ingress or egress to and from their respective offices. Tenant shall not bring into or keep within the Building any animal, vehicle, or bicycle, except for see-eye dogs for any sight impaired employees or invitees of Tenant and any mechanized wheelchairs or similar devices.
8. PLUMBING: The wash basins, water closets and urinals shall not be used for any purpose other than those for which they were constructed.
9. CLOSING PRECAUTIONS: Tenant shall see that the windows, transoms and doors of the Premises are closed and securely locked before leaving the Building and Tenant shall exercise due care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building, and that all electricity, gas or air shall likewise be carefully shut off, so as to prevent waste or damage. Tenant shall make good all injuries sustained by other tenants or occupants of the Building or by Landlord due to any default or carelessness herein.
10. MOVING FURNITURE, SAFES, ETC.: No furniture, freight or equipment of any kind shall be brought into or removed from the Building without prior notice to Landlord or Landlord's agent, and all moving of same, into or out of the Building, by tenants, shall be done at such times and such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building, and also the times and manner of moving the same into and out of the Building. Landlord will not be responsible for loss or for damage to any such safe or property from any cause; but all damage done to the Building by moving or maintaining any such safe, furniture, freight, equipment or property shall be repaired at the expense of Tenant. Tenant shall advise Landlord at least seven days in advance of any move.
11. JANITOR SERVICE: Tenant shall not employ any person or persons other than the janitor of Landlord for the purpose of cleaning the leased Premises, unless otherwise agreed. Except with the written consent of Landlord, no person shall be permitted to enter the Building for the purpose of cleaning same. Tenants shall not cause any unnecessary labor by carelessness or indifference in the preservation of good order and cleanliness. Janitor service shall not include moving of furniture, shampooing of rugs or carpets, or other special services. Janitor service will not be furnished when rooms are occupied during the regular hours when janitor service is provided. Window cleaning shall be done only at the regular and customary times determined by Landlord for such services.
12. VIOLATION OF RULES: Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the

influence of liquor or drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Building.

13. REQUIREMENTS: The requirements of Tenant will be attended to only upon application at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instruction from the office, and no employee will admit any person (tenant or otherwise) to any office without specific instructions from the Office of the Building.
14. ROOMS USED IN COMMON: Rooms used in common by tenants including Mall areas, elevators, restrooms, corridors and exterior plaza shall be subject to these Rules and Regulations as they may apply and to any special regulations posted therein, including, but not limited to, "no smoking" regulations.
15. ENTRANCE DOORS: Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as Landlord may deem to be advisable for the adequate protection of the property. All tenants, their employees, or other persons entering or leaving the Building at any time when it is so locked are required to sign the Building register when so doing, and the Security Guard in charge may refuse to admit to the Building while it is locked, Tenant or any of Tenant's employees, or any other person, without a Valid Building Pass, or other satisfactory identification showing his right to access to the Building at such time. Landlord assumes no responsibility and shall not be liable for any error in regard to any such pass or identification, or from the admission of any authorized person to the Building.
16. ELECTRICITY: Tenant may operate a reasonable number of typical office machines, including adding machines, personal computers, calculators, clocks, coffee machines, microwave oven, refrigerator and small copy machines. Tenant may not operate large office machines, including, but not limited to, mini or mainframe computers, additional air conditioning units and similar large-scale equipment without Landlord's prior written approval, except that Landlord hereby approves any and all such equipment existing as of the date of the Lease.
17. COOKING: No cooking except microwave cooking shall be done or permitted by tenants in their respective Premises, nor shall Premises occupied by tenants be used for the storage of merchandise, washing clothing, lodging, or any improper, objectionable or immoral purposes.
18. HEATING: No tenant shall use or keep in the Building any kerosene, gasoline or inflammable or combustible fluid or material or use any method of heating or air conditioning other than that supplied by Landlord.
19. VENDING MACHINES: No vending of food or beverage dispensing machine or machines of any description shall be installed, maintained or operated upon any premise in the Building without the written permission of the Landlord.

20. NAME: Landlord, with prior written notice to Tenant, at any time may change the name of the Building.
21. FREIGHT ELEVATOR: The Building freight elevator will be used for all deliveries of supplies, packages, equipment, furniture and other deliveries. Landlord shall set the hours for use of the freight elevator. Should Landlord permit deliveries on passenger elevators, such permission shall not be deemed a precedent for other deliveries in passenger elevators.
22. PRECAUTIONS TO PREVENT ASBESTOS EXPOSURE: The sprayed-on fireproofing materials covering the structural steel throughout the Building and other items in ceiling plenum areas and the Building's telephone and electrical closets, as well as certain mineral core doors, certain vinyl tile, and pipe lagging in mechanical spaces and other areas contain asbestos. Asbestos is known to the State of California to cause cancer. In tenant spaces, this asbestos-containing material is located in the ceiling plenum (above the ceiling tiles) and in the telephone and electrical closets. Landlord has established special procedures for all repairs, maintenance, alterations, additions, modifications, improvements or other such work to be undertaken by Tenant in areas of the Building where asbestos-containing material may be present. Before Tenant or its contractors remove or otherwise disturb any ceiling tiles, or do any work in the electrical or telephone closets, Tenant must notify the Asbestos Site Manager through the Office of the Building about such work. The Asbestos Site Manager must issue Tenant a work permit before any such work begins. Tenant and its contractor(s) must strictly comply with all work permit requirements, all directions (written or oral) and all asbestos work procedures, plans and documents given them by Building Management. Tenant shall also immediately report to the Asbestos Site Manager through the Building Management Office any time Tenant observes or suspects there has been a spill or other release of asbestos containing materials.
23. "BUILDING": The word "Building" as used in these Rules and Regulations means the Building which is a part of the Premises leased pursuant to the Lease to which these Rules and Regulations are attached. Each tenant shall be liable to Landlord for any loss, cost expense, damage or liability, including attorney's fees, caused or occasioned by the failure of such first named tenant to comply with these Rules and Regulations, but Landlord shall have no liability for such failure or for failing or being unable to enforce compliance therewith by any tenant except as may be otherwise provided in the Lease, and such failure by Landlord or non-compliance by any other tenant shall not be grounds for termination of the Lease to which these Rules and Regulations are attached by the Tenant thereunder.

EXHIBIT E

EXCLUSIONS FROM OPERATING EXPENSES

1. Costs of capital repairs, capital improvements and equipment, except for those (i) required by laws enacted on or after the date of the Lease amortized over the useful life of the improvement and/or equipment, together with interest at the prime rate published by the Wall Street Journal on the date incurred, (ii) acquired to immediately (i.e., within one year) reduce operating expenses amortized at an annual rate reasonably calculated to equal the amount of operating expenses to be saved in each calendar year throughout the Term (as determined at the time Landlord elected to proceed with the capital improvement or acquisition of the capital equipment to reduce operating expenses), together with interest at the prime rate published by the Wall Street Journal on the date project is completed;
2. Rentals for items (except when needed in connection with normal repairs and maintenance of permanent systems) which if purchased rather than rented, would constitute a capital improvement which is specifically excluded in item 1 above (excluding, however, equipment not affixed to the Building which is used in providing janitorial or similar services);
3. Costs incurred by Landlord for the repair of damage to the Building, to the extent that Landlord is reimbursed by insurance proceeds (excluding any deductible) and costs occasioned by the exercise of the right of eminent domain;
4. Costs, including, without limitation, permit, license and inspection costs, incurred with respect to the installation of improvements made for other tenants or occupants of the Building or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for other tenants or occupants in the Building;
5. Depreciation, amortization and interest payments, except to the extent provided herein pursuant to items 1(i) and 1(ii) above and except on materials, tools, supplies, and vendor-type equipment purchased by Landlord to enable Landlord to supply services Landlord might otherwise contract for with a third party where such depreciation, amortization and interest payments would otherwise have been included in the charge for such third party's services, all as determined in accordance with generally accepted accounting principles, consistently applied (as applied to commercial real estate), and when depreciation or amortization is permitted or required, the item shall be amortized over its reasonably anticipated useful life (as reasonably determined by Landlord);
6. Leasing commissions, attorneys' fees, space planning costs and all other costs and expenses in connection with negotiations with present or prospective tenants or other occupants in the Building or any present or future ground lessors or holders of any mortgages or other encumbrances affecting any of the Building or the defense of Landlord's title to the Building or the real property on which it is located;

7. Expenses in connection with services or other benefits which are not offered to City or for which City is charged directly but which are provided to another tenant or occupant of the Building;
8. Costs incurred by Landlord due to violation by Landlord or any other tenant or occupant of the Building of applicable laws, rules or regulations, the terms and conditions of any lease, ground lease, mortgage or deed of trust, or other covenants, conditions or restrictions encumbering the Building;
9. Overhead and profit increments paid to Landlord or to subsidiaries or affiliates of Landlord, or to any party as a result of a non-competitive selection process, for management, or other services, supplies or materials, to the extent the same exceed the costs of such goods and/or services rendered by unaffiliated third parties on a competitive, arms-length basis;
10. Any ground lease rental or rental under any other underlying lease;
11. Except as specifically permitted by items 1(i) and 1(ii) above, interest, principal, points and fees on debts or amortization on any mortgage, deed of trust or any other debt instrument encumbering any of the Building;
12. Any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord or in the parking garage in the Building;
13. Except for making repairs or keeping permanent systems in operation while repairs are being made, rentals and other related expenses incurred in leasing air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, excluding equipment not affixed to the Building which is used in providing janitorial or similar services;
14. All items and services for which City or any other tenant or occupant of the Building separately reimburses Landlord (other than through such tenant's or occupant's proportionate share of operating expenses), or which Landlord provides selectively to one or more other tenants or occupants without reimbursement, or which are not provided in reasonable proportion to the space leased by City but which Landlord provides to another tenant or other occupant of the Office Portion of the Building;
15. Advertising or promotional expenditures, and the costs of acquiring and installing signs in or on any of the Building identifying the owner of the Building or any other tenant or occupant of the Building;
16. Electric power costs for which any other office tenant or occupant directly contracts with the local public service company;
17. Services provided, taxes attributable to, and costs incurred in connection with the operation of retail, restaurant and garage operations in the Building;

18. Costs incurred in connection with capital improvements to the Building to comply with handicap, life, fire and safety codes in effect prior to the date of the Lease, and costs incurred in connection with upgrading the Building to comply with the Americans with Disabilities Act of 1990, the proposed San Francisco Sprinkler ordinance and the San Francisco Unreinforced Masonry Building Ordinance;
19. Tax penalties incurred as a result of Landlord's negligence, inability or unwillingness to make payments when due;
20. Costs arising from the presence of Hazardous Material in or about the Building including, without limitation, groundwater or soil conditions, except if such Hazardous Material is brought on to the Building by City in violation of applicable laws;
21. Landlord's charitable or political contributions;
22. To the extent the following costs arise during any applicable warranty periods, costs as a result of repairs of latent defects in the Building core and shell or improvements installed by Landlord or in the Building Systems, and any costs incurred by Landlord in the event any portion of the Building is made untenable by fire or other casualty required to be insured against pursuant to the terms of the Lease;
23. Capital costs for sculpture, paintings or other objects of art;
24. Costs (including, without limitation, all attorneys' fees and costs of settlement, judgments and payments in lieu thereof) arising from claims, disputes or potential disputes, including, without limitation, tax disputes where the tenants of the Building would receive benefits if Landlord prevails) in connection with potential or actual claims, litigation or arbitrations pertaining to Landlord and/or the Building.
25. Landlord's general corporate overhead and general and administrative expenses not related to the operation or management of the Building; and
26. Any other expense that under AICPA generally accepted accounting principles ("GAAP") would not be considered a maintenance or operating expense.

EXHIBIT F

WORK LETTER

This Work Letter is part of the Office Lease dated as of June 6, 2000 (the "Lease"), executed concurrently herewith, by and between Calfox, Inc., a California corporation, as managing agent for Polk Market Co., Owner, as Landlord, and the City and County of San Francisco ("Tenant" or "City") covering certain premises described in the Lease. All terms that are capitalized but not defined herein shall have the same meanings given to them in the Lease.

Landlord, at its sole cost and expense, and through its general contractor approved by City (the "Contractor"), shall furnish and install within the Premises the improvements (the "Tenant Improvements" or "Tenant Improvement Work") shown on the Plans (as defined below) and described herein and in Schedule 1 attached hereto, all in accordance with the provisions of this letter.

1. Plans and Specifications

a. Plans. Prior to the date of the Lease, Landlord has caused the preparation of the plan drawing for the Tenant Improvements, including the items described in Schedule 1 attached hereto (the "Plans"). A copy of such Plans, approved by City, are attached to the Lease as Exhibit G.

b. Final Plans. Based on the Plans and any further adjustments approved by City, Landlord shall have caused its Planner to prepare and submit to City for its approval final plans, specifications and construction drawings for the Tenant Improvements, setting forth in reasonable detail the aspects of the design, function and construction of the Tenant Improvements, in form sufficient for bidding of all elements of construction, and in conformity with all of the requirements of this Work Letter (the "Final Plans"). Such Final Plans shall be subject to approval by City, which approval shall not be unreasonably withheld or delayed.

c. Payment. The costs of preparing the Plans and the Final Plans shall be paid by Landlord.

d. Changes to Plans. If following approval City requests any change, addition or alteration in the Final Plans, Landlord shall cause the Planner to prepare plans with respect to such change, addition or alteration. As soon as practical, Landlord shall notify City of the cost that would be incurred by reason of such change, addition or alteration. If City approves the cost thereof within five (5) days of receipt from Landlord, then Landlord's Contractor shall proceed with such change, addition or alteration as soon as reasonably practical thereafter. If City does not approve such cost within the above-mentioned five (5)-day period, construction of the Premises shall proceed in accordance with the original completed and approved Final Plans and City shall pay the reasonable and actual architect fees for designing the changes. If following City's approval of the Final Plans, Landlord requests or is required to make any change, addition or alteration thereto relating to the design or specifications of the Tenant Improvements ("Landlord Change Order"), Landlord shall provide City with plans and specifications with respect to such change, addition or alteration and shall notify City of the delay in completion of the Tenant Improvements, if any, caused by such Landlord Change Order. Any such Landlord Change Order shall be subject to City's approval, which approval shall not be unreasonably withheld or delayed.

2. Permits

a. Responsibility for Obtaining Permits. Landlord shall have the responsibility for obtaining all governmental permits and approvals required to commence and complete the Tenant Improvement Work, and promptly upon receipt thereof shall deliver copies of all of such permits and approvals to City and Landlord. Landlord shall use its best efforts to obtain all such approvals and permits as soon as possible after execution by City of this Lease, in order to comply with the construction schedule referred to in paragraph 5.a. below. Tenant shall reasonably cooperate with Landlord in obtaining such approvals and permits, without expense to Tenant.

3. Construction

a. Construction of Tenant Improvements. Landlord shall cause the Tenant Improvements to be constructed and installed in a good and professional manner in accordance with sound building practice consistent with other first-class buildings in the Civic Center area and in conformity with the Final Plans, the terms of this Work Letter and the Lease. City shall not have any obligation with respect to any such work other than as provided herein or in the Lease.

b. General Conditions. The performance of all Tenant Improvement Work by Landlord shall be subject to the following terms and conditions:

i. All of the Tenant Improvement Work shall be performed in compliance with all laws, codes, regulations and building requirements bearing on construction of the Tenant Improvements;

ii. The construction of the Tenant Improvements shall comply with all applicable laws (including, without limitation, the applicable portions of the Americans With Disabilities Act); and

iii. Landlord and its Contractor shall be responsible for all required insurance; and

iv. Landlord shall through its approved Contractor furnish and install all improvements that are required to bring the Premises, and the path of travel to the Premises, into compliance at the commencement of the herein Lease with City's standards for accessibility by disabled persons, consisting of the items set forth in the attached Schedule 2. Landlord shall not be responsible for making accessible any of Tenant's furniture, workstations, shelving or equipment which Landlord does not design or install.

c. Asbestos-Related Work. In the event that Landlord or City encounter any asbestos containing materials ("ACM") in the Building in connection with the construction of the Tenant Improvement Work, Landlord agrees promptly to cease performance and to be responsible, in Landlord's reasonable discretion and in compliance with applicable laws, codes, regulations and building requirements for all work relating to the containment, removal and disposal of such ACM as necessary for such construction and agrees to bear all costs thereof.

d. Installation of Furniture Systems, Telecommunications and Other Equipment. Landlord and City acknowledge that the Tenant Improvement Work shall be completed by Landlord exclusive of the installation of furniture systems and telecommunications, data and computer cabling facilities and equipment. City shall be

responsible for installing such systems, facilities and equipment, provided that Landlord shall furnish access to City and its consultants and contractors to the main telephone service serving the floors on which the Premises are located and all other parts of the Building for which access is needed for proper installation of all such systems, facilities and equipment. City shall have the right to enter the Premises and such other portions of the Building at reasonable times during the course of construction of the Tenant Improvements in order to install such systems, facilities and equipment. City and Landlord shall use their good faith efforts to coordinate any such activities to allow the Tenant Improvements and the installation of such furniture systems, telecommunications, data and computer cabling facilities and equipment to be completed in a timely and cost-effective manner. It is understood that Landlord will perform all above-ceiling work related to installation of Tenant-furnished telephone and data cable.

4. Payment for Work

All costs of the Tenant Improvement Work shall be performed at Landlord's sole cost and expense. Landlord shall not be entitled to an administrative fee from Tenant relating to the Tenant Improvement Work.

5. Substantial Completion

a. Construction Period. Landlord shall keep City apprised of the status of permit approval and the progress of construction. From time to time during the construction of the Tenant Improvements, City shall have the right upon reasonable advance oral or written notice to Landlord to enter the Premises at reasonable times to inspect the Premises, provided such inspections do not unreasonably interfere with the construction. Landlord or its representative may accompany City during any such inspection. When construction progress so permits, but not less than fifteen (15) days in advance of completion, Landlord shall notify City of the approximate date on which the Tenant Improvement Work will be Substantially Completed in accordance with the Final Plans and the provisions hereof. Landlord shall notify City when the Tenant Improvement Work is in fact Substantially Completed and the Premises are ready for occupancy by City, and City or its representatives shall be permitted to accompany Landlord or its architect on an inspection of the Premises on such date or other mutually agreeable date soon thereafter.

b. Substantial Completion. The Tenant Improvements shall be deemed to be "Substantially Completed" and "Substantial Completion" shall be deemed to occur for purposes hereof when the Tenant Improvements are sufficiently complete in accordance with the Final Plans and the terms of this Work Letter and City shall have approved the Tenant Improvements after its inspection of the Premises. City may, at its respective option, approve the Tenant Improvements even though there remain minor details that would not interfere with City's use. Landlord shall diligently pursue to completion all such details. Notwithstanding the foregoing, City shall have the right to present to Landlord within thirty (30) days after Substantial Completion, or as soon thereafter as practicable, a written punchlist consisting of any items that have not been finished in accordance with the Plans and the terms of this Work Letter. Landlord shall promptly complete all defective or incomplete items identified in such punchlist, and in any event within thirty (30) days after the delivery of such list. City's failure to include any item on such list shall not alter Landlord's responsibility hereunder to complete all Tenant Improvement Work in accordance with the Final Plans and the provisions hereof, nor constitute a waiver of any latent defects.

6. Delays in Construction

a. Unavoidable Delays. For purposes hereof, "Unavoidable Delays" shall mean any delays by reason of acts of God, accidents, breakage, repairs, strikes, lockouts, permit issuance without default and beyond the reasonable control of Landlord, other labor disputes, inability to obtain labor or materials after diligent and timely efforts, enemy action, civil commotion, protests, riots, demonstrations, federal or state governmental restrictions, or by any other reason beyond the reasonable control of the party obligated to perform. In the event of any such delays, Landlord shall give prompt written notice to City of the occurrence of such event and the projected delay in performance and thereafter shall keep City regularly informed of the status of such Unavoidable Delay.

b. Tenant Delays. Subject to any Unavoidable Delays, City shall be responsible for any delay in the construction of the Tenant Improvements due solely and directly to any of the following (collectively, "Tenant Delays"): (i) a delay in granting its reasonable approval of plans and specifications (beyond the period granted therefor), (ii) City's material changes in the Final Plans after City has approved them, (iii) a delay in excess of one (1) week in delivery of data or telephone cables, and (iv) a delay in excess of one (1) week in Tenant's installation of furniture systems. No such Tenant Delays in the completion of construction of the Tenant Improvement Work shall be considered in the determination of the Commencement Date of the Lease and the Tenant Improvements shall be considered to be Substantially Completed on the date by which the Tenant Improvements would have been completed if there had been no such delay. Notwithstanding the foregoing, City shall be responsible only to the extent any delays are actually caused by Tenant Delays.

c. Landlord Delays. If Landlord's delivery of possession of Suite 240 to City is delayed due to Landlord's failure to complete construction of the Tenant Improvements in a timely manner (subject to Tenant Delays), Landlord and Tenant shall have the rights and obligations provided in paragraph 9 of the Lease.

7. General Provisions

a. Notices. Except as may be otherwise specifically provided herein, any notice given under this Work Letter shall be in writing and given by delivering the notice in person, by commercial courier or by sending it by first-class mail, certified mail with a return receipt requested, or Express Mail, return receipt requested, with postage prepaid, and addressed to the parties as follows:

City: Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Director of Property

Landlord: 425 California Street
Suite 2300
San Francisco, CA 94104
Attn: Daniel W. Aljoe

or such other address as a party may designate to the others as its new address for such purpose by notice given to the others in accordance with the provisions of this paragraph. Any notice hereunder shall be deemed to have been given and received two (2) days after the date when it is mailed if sent by first class, certified mail, one (1) day after the date when it is mailed if sent by

U.S. Express Mail, or upon the date personal deliver is made. Neither party may give official or binding notice by facsimile.

b. Prevailing Wages for Construction Work. In constructing the Tenant Improvements, Landlord shall comply with the prevailing wages provisions contained in paragraph 28 of the Lease.

c. Tropical Hardwood Ban. In constructing the Tenant Improvements, Landlord shall comply with the tropical hardwood ban provisions contained in paragraph 28 of the Lease.

d. Calendar Days. Unless otherwise provided herein, all periods specified by a number of days shall refer to calendar days.

e. Approvals. Notwithstanding anything to the contrary herein, no approval by City of the Final Plans, completion of the Tenant Improvement Work or any other approvals by City hereunder shall be deemed to constitute approval of any governmental or regulatory authority with jurisdiction over the Premises. All approvals or other determinations of City as Tenant hereunder may be made by City's Director of Property unless otherwise specified herein.

f. Time of Essence. Time is of the essence with respect to all provisions of this Work Letter.

ATTACHMENTS: SCHEDULE I (5 pages)

**SCHEDULE I
TO
WORK LETTER – EXHIBIT F**

SUITES 240 AND 250

Landlord shall furnish and install tenant improvements as shown on the Plans and as described herein. It is understood that any furniture, equipment, panel systems, work stations, divider screens and signage shown on such plan are schematic and not to be furnished by Landlord nor indicate the size, quality or quantity of Tenant's furniture and equipment unless specifically stated in this Work Letter.

1. In colors selected by City, supply and install Building standard carpet and base and paint in a Building standard paint to areas selected by Tenant in Suites 240 and 250 in contiguous areas of approximately 3,000 sq. ft. from which tenant shall temporarily vacate. Vinyl composition tile will be installed in the rooms as designated on the Plans as "VCT." Work will be performed on consecutive weekend days, such that work will be completed as a continuous, uninterrupted project. Landlord shall submit a staging plan and schedule of such project to City for City's reasonable approval. The Tenant will be responsible for the following work prior to carpeting and/or painting:
 - a) boxing and labeling all loose items inside and on top of all desks and cabinets and/or shelves and removing all pictures or other attachments from walls.
 - b) emptying and boxing the top two drawers of any five drawer file cabinet and/or open shelving units and replacing the items at the completion of the project.
 - c) disconnecting and removing of all computer and/or telephone equipment and reinstalling the same.

Landlord shall be responsible for:

- a) Supplying boxes.
 - b) Moving all boxes, equipment, and furniture
 - c) Providing reasonable security.
2. Check the airflow at each existing HVAC supply grill and provide Tenant with air balance and zoning report. Balance the air quantities as indicated by the report. Air quantities will be based on a standard office layout with a standard occupant load. Clean the existing supply grills throughout the tenant space.
 3. Repaint and install new carpet in the public corridor with a Building standard carpet and paint. Add building standard lighting as required.

4. Remodel and upgrade the existing men's and women's restrooms on the east side of the second floor to comply with current ADA standards. New finishes will include new wall and floor tile, and new fixtures, toilet partitions, counters and lavatories using the 4th floor restroom standard for finishes.
5. Install a new hallway as shown on the attached plan connecting Suites 240 and 250.

**SCHEDULE I
TO
WORK LETTER – EXHIBIT F
SUITES 401 AND 418**

Landlord shall furnish and install tenant improvements as shown on the Plans and as described herein. It is understood that any furniture, equipment, panel systems, work stations, divider screens and signage shown on such plan are schematic and not to be furnished by Landlord nor indicate the size, quality or quantity of Tenant's furniture and equipment unless specifically stated in this Work Letter.

1. Provide a maximum improvement allowance of \$55,686.00 ($\$6/\text{RSF} \times 9,281 \text{ RSF}$) for improvements to areas selected by Tenant in Suites 410 and 418. Work will be performed as a single continuous project. All tenant relocation costs and/ or after hours/ weekend costs shall be paid from such allowance or paid to Landlord by City as an additional City cost.
2. Check the airflow at each existing HVAC supply grill and provide Tenant with air balance and zoning report. Balance the air quantities as indicated by the report. Air quantities will be based on a standard office space with a standard occupant load. Clean the existing supply grills throughout the tenant space.
3. Repaint and install new carpet in the elevator lobby and public corridor with a building standard carpet and paint.

**SCHEDULE I
TO
WORK LETTER – EXHIBIT F
SUITE 500**

Landlord shall furnish and install tenant improvements as shown on the Plans and as described herein. It is understood that any furniture, equipment, panel systems, work stations, divider screens and signage shown on such plan are schematic and not to be furnished by Landlord nor indicate the size, quality or quantity of Tenant's furniture and equipment unless specifically stated in this Work Letter.

1. Provide a maximum improvement allowance of \$108,762 ($\$6/\text{RSF} \times 18,127 \text{ RSF}$) for improvements in areas selected by Tenant in Suite 500. Work will be performed as a single continuous project. All tenant relocation costs and/ or after hours/ weekend costs shall be paid from such allowance or paid to Landlord by City as an additional City cost.
2. Check the airflow at each existing HVAC supply grill and provide Tenant with air balance and zoning report. Balance the air quantities indicated by the report. Air quantities will be based on a standard office space with a standard occupant load. Clean the existing supply grills throughout the tenant space.
3. Repaint and install new carpet in the elevator lobby and public corridor with a Building standard carpet and paint.
4. Remodel and upgrade the existing men's and women's restrooms to comply with current ADA standards. New finishes will include new wall and floor tile, and new fixtures, toilet partitions, counters and lavatories using the 4th floor restroom as a standard for finishes.
5. **New Construction:** Remove and dispose of approximately fifteen (15) lineal feet of drywall partition, install approximately forty-five (45) feet of new ceiling high drywall, install two (2) building standard 3'-0" x 7'-0" doors with frames and hardware, paint the new walls to match the existing paint color, add three (3) wall power outlets and two (2) wall mounted telephone/data outlets as shown on the Plans. Modify HVAC and lighting as appropriate to accommodate the new construction. Work will be performed as a single continuous project. City shall be responsible for removing all personal property from the area.

**SCHEDULE I
TO
WORK LETTER – EXHIBIT F**

SUITE 600

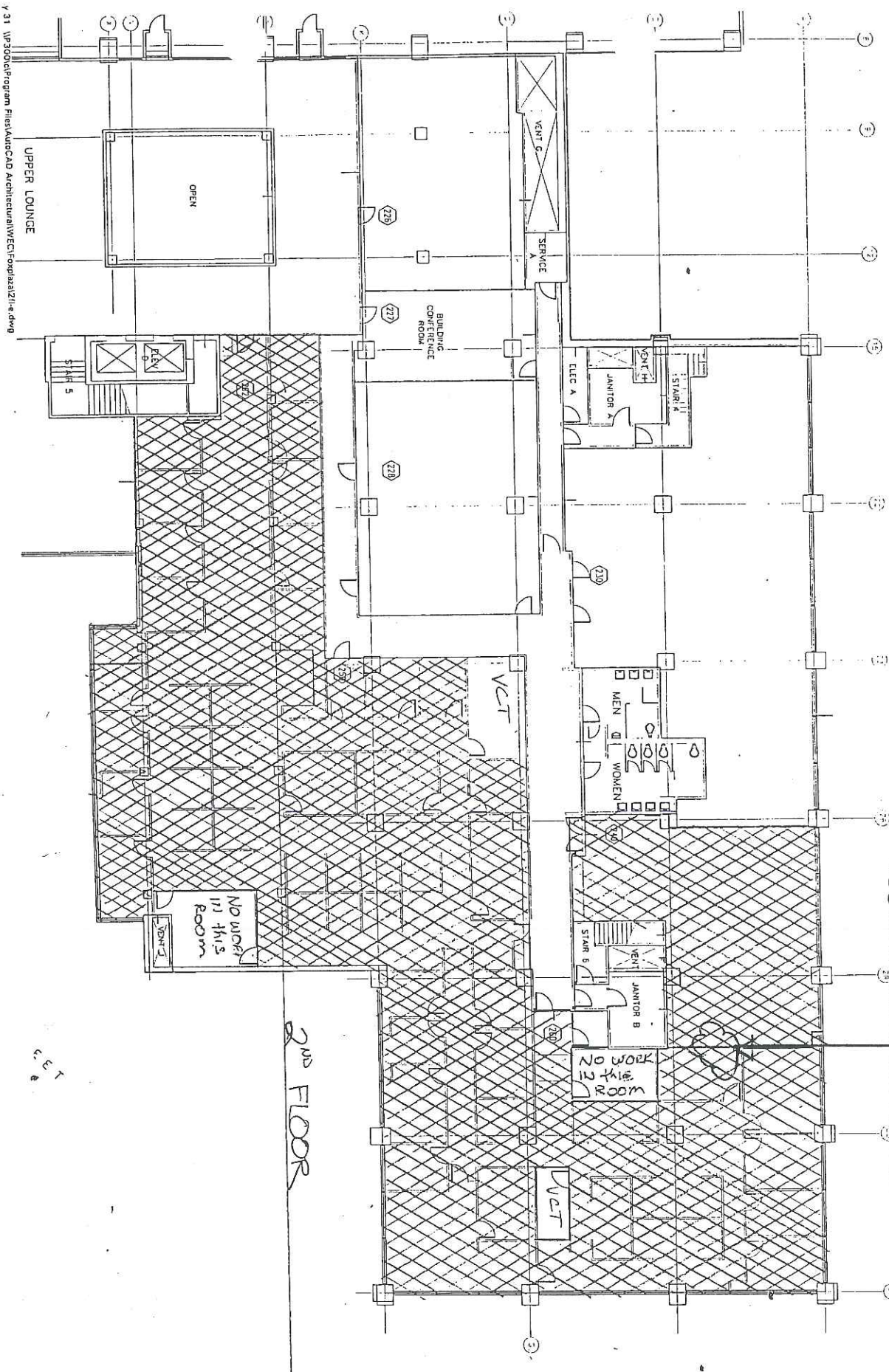
Landlord shall furnish and install tenant improvements as shown on the Plans and as described herein. It is understood that any furniture, equipment, panel systems, work stations, divider screens and signage shown on such plan are schematic and not to be furnished by Landlord nor indicate the size, quality or quantity of Tenant's furniture and equipment unless specifically stated in this Work Letter.

1. Provide a maximum allowance of \$109,008 ($\$6/\text{RSF} \times 18,168 \text{ RSF}$) for improvements in areas selected by Tenant in Suite 600. Work will be performed as a single continuous project. All tenant relocation costs and/or after hours/ weekend costs shall be paid from such allowance or paid to Landlord by City as an additional City cost.
2. Check the airflow at each existing HVAC supply grill and provide Tenant with air balance and zoning report. Balance the air quantities as indicated by the report. Air quantities will be based on a standard office space with a standard occupant load. Clean the existing supply grills throughout the tenant space.
3. Repaint and install new carpet in the elevator lobby and public corridor with a building standard carpet and paint.
4. Remodel and upgrade the existing men's and women's restrooms to the current ADA standards. New finishes will include new wall and floor tile, and new fixtures, toilet partitions, counters and lavatories using the 4th floor restroom as a standard for finishes.
5. Install fire/smoke doors at the elevator lobby and freight elevator.
6. **6th Floor Construction:** Install approximately eighty (80) lineal feet of drywall partition as shown on the Plans, install five (5) building standard doors, frames, hardware and sidelights with tempered glass, paint the new walls to match the adjacent wall color. Install light switches in the private offices. Modify HVAC and lighting as appropriate to accommodate the new construction. Work will be performed as a single continuous project. Work will be performed after working hours and on weekends. City shall be responsible for removing all personal property from the area.

**SCHEDULE I
TO
WORK LETTER – EXHIBIT F
SUITES 1008 AND 1010**

Landlord shall furnish and install tenant improvements as shown on the Plans and as described herein. It is understood that any furniture, equipment, panel systems, work stations, divider screens and signage shown on such plan are schematic and not to be furnished by Landlord nor indicate the size, quality or quantity of Tenant's furniture and equipment unless specifically stated in this Work Letter.

1. Provide a maximum allowance of \$21,606 ($\$6/\text{RSF} \times 3,601 \text{ RSF}$) for improvements in areas selected by Tenant in Suites 1008 and 1010. Work will be performed as a single continuous project. All tenant relocation costs and/ or after hours/ weekend costs shall be paid from such allowance or paid to Landlord by City as an additional City cost.
2. Check the airflow at each existing HVAC supply grill and provide Tenant with air balance and zoning report. Balance the air quantities as indicated by the report. Air quantities will be based on a standard office space with a standard occupant load. Clean the existing supply grills throughout the tenant space.
3. Repaint and install new carpet in the elevator lobby and public corridor with a building standard carpet and paint.



APPROX. LOCATION OF NEW OPENING
 BETWEEN SUITES 240-250

Crosshatched area to receive
 Building standard carpet and paint.

EXHIBIT G

EXHIBIT G

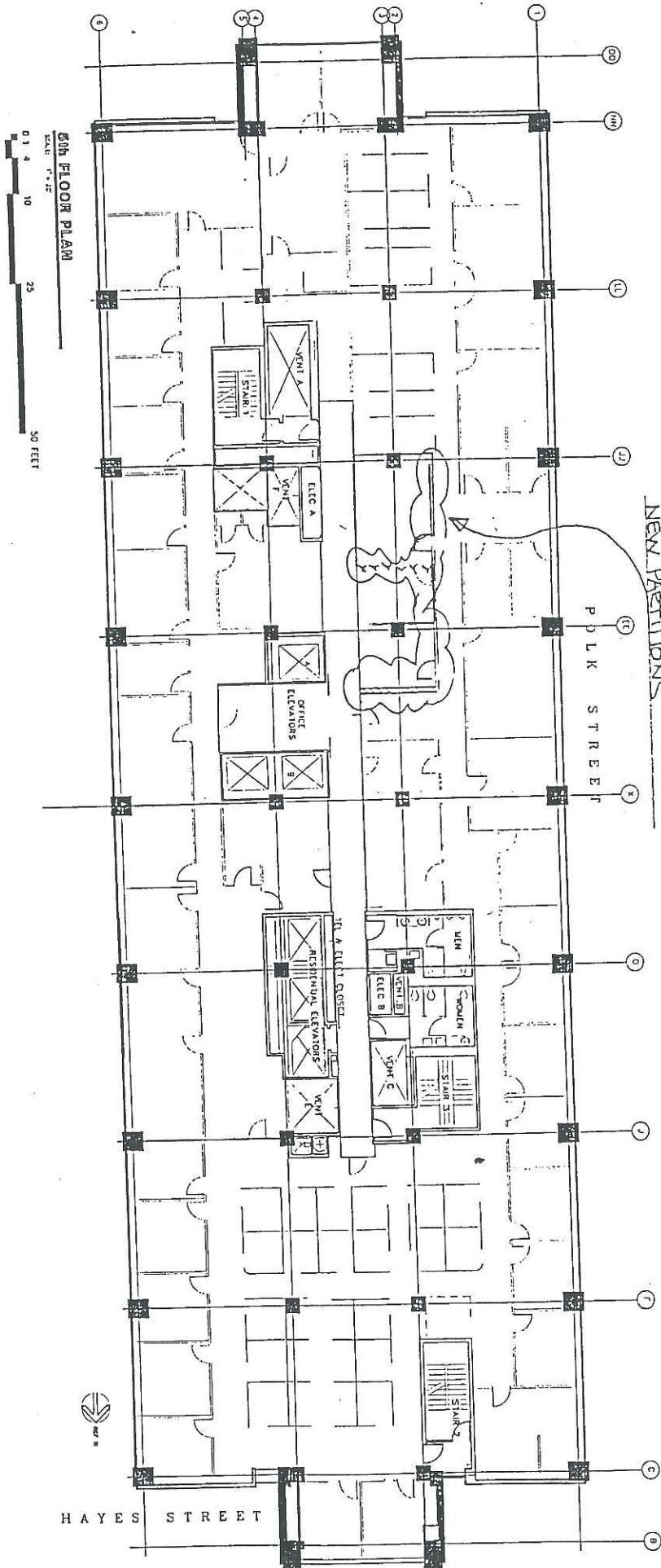


EXHIBIT G

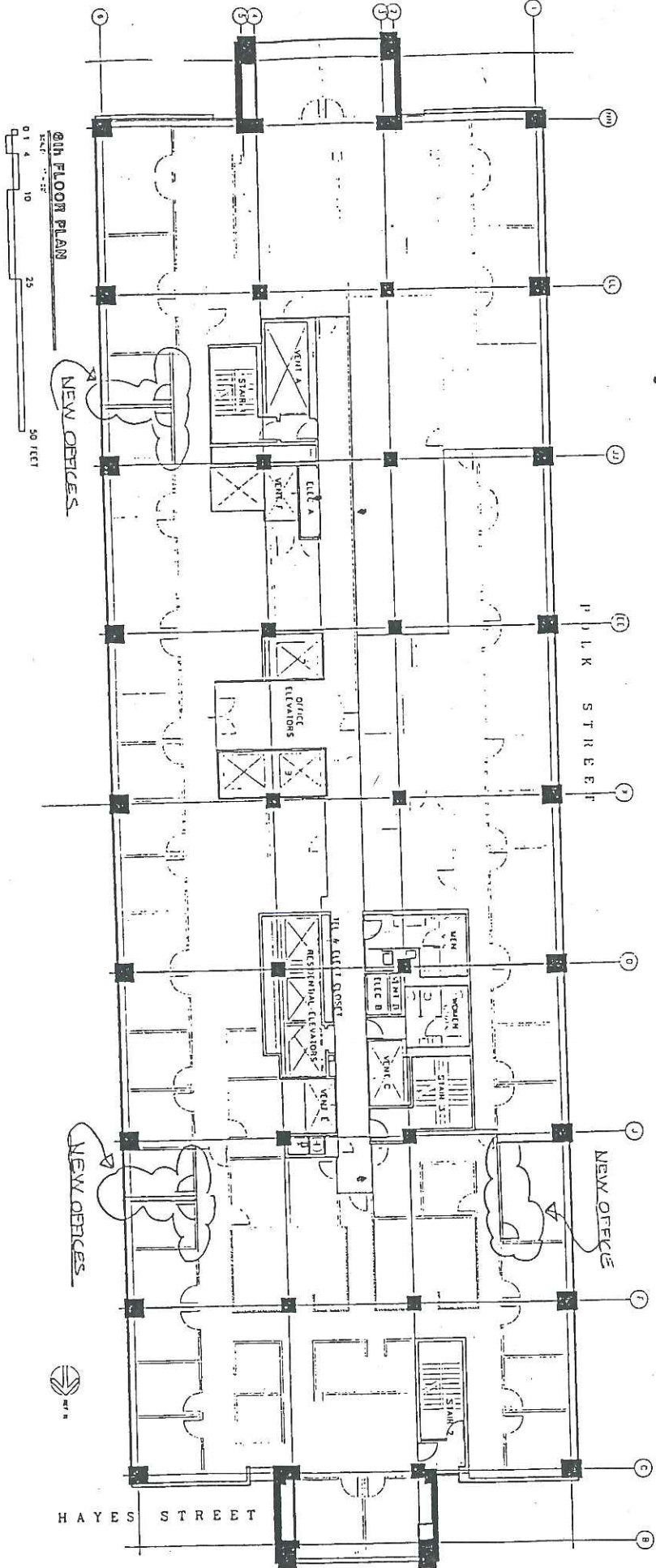
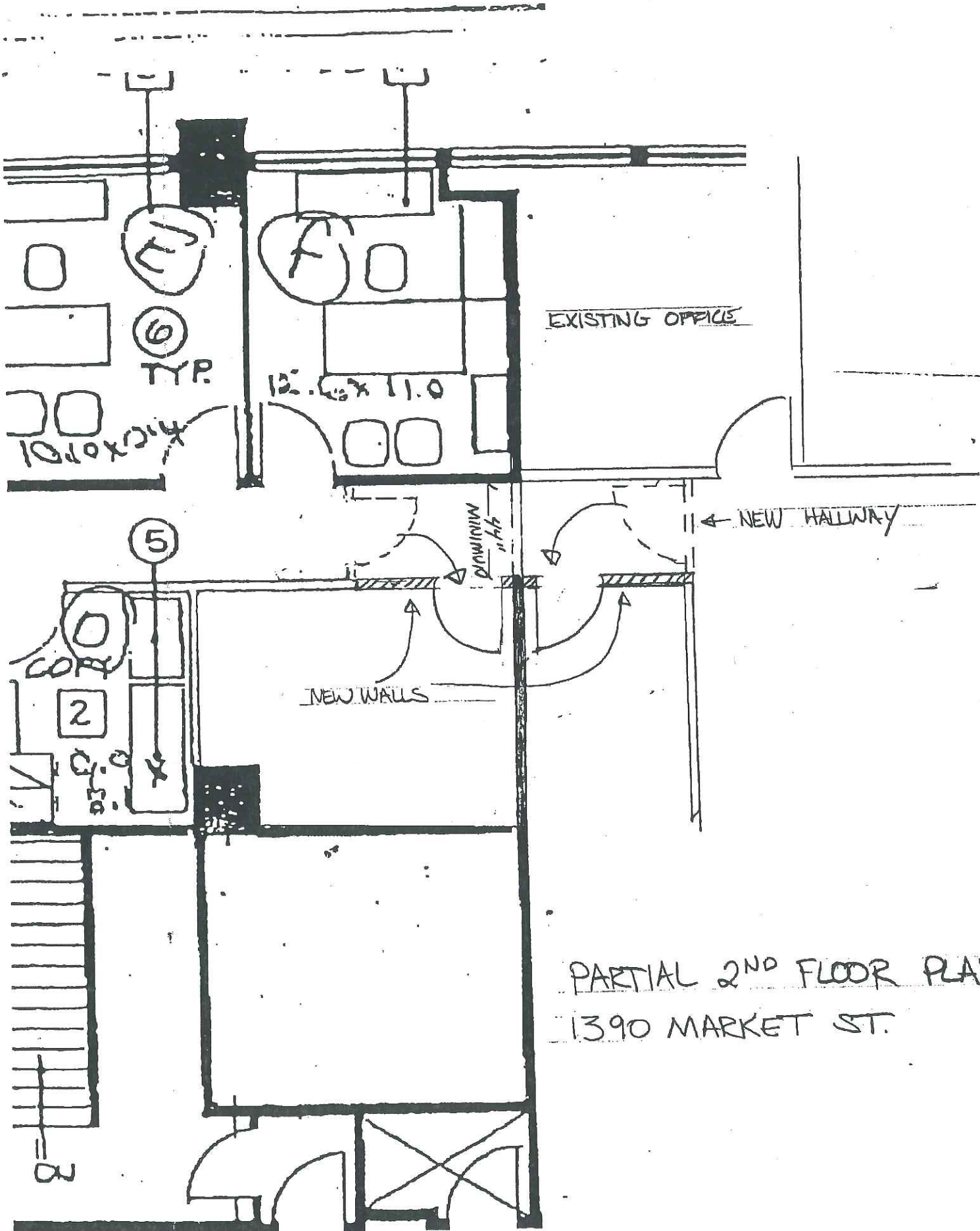


EXHIBIT G

EXHIBIT G



PARTIAL 2ND FLOOR PLAN
 1390 MARKET ST.

EXHIBIT H
FOX PLAZA
NOTICE TO EMPLOYEES/CONTRACTORS

California Health and Safety Code Sections 25915-25924 requires that periodic notification be given to employees and contractors regarding commercial and public buildings in which asbestos-containing material ("ACM") is present. We are providing this notice to you in compliance with this law and to provide related information.

ACM is present at the Fox Plaza Building (the "Building") as (1) sprayed-on fireproofing covering the structural steel and other structural elements in the Building; (2) part of the core of certain fire-rated doors; (3) the insulation on pipes and similar items; and (4) as a component in some of the Building's floor tiles and its adhesive. On commercial and mechanical floors, the sprayed-on fireproofing ACM can be found in the space above the suspended ceilings, in telephone and electrical closets, in mechanical rooms, and behind drywall or plaster soffits, columns, and exterior walls. On apartment floors, the sprayed-on fireproofing ACM is generally located behind plaster or drywall soffits, ceilings, columns, and exterior walls, and is located in locked electrical closets and in certain non-accessible mechanical areas.

ACM can become a health risk by moving, drilling, boring, or otherwise disturbing it. Contractors and Employees who are not specially qualified and trained in ACM work procedures should not handle or in any way disturb ACM. If you have any reason to believe the asbestos containing materials have been disturbed or damaged, please call the Property Manager of Fox Plaza at (415) 626-6900.

Building Management has implemented a comprehensive Asbestos Management Plan which governs asbestos-related plans and work procedures for work in or to areas of the Building in which ACM is located. All work which might in any way disturb ACM must be reviewed and approved by the Building's Asbestos Control Coordinator. The existing rigorous procedures established for the work procedures meet or exceed the relevant state and federal standards. Building Management has prepared rules for tenants and for contractors, which are part of the Asbestos Management Plan and which will require tenants, contractors and other workers to (a) obtain authorization from Building Management for work in areas of the Building in which ACM is located, and (b) to perform such work in compliance with the asbestos work procedures. The Asbestos Management Plan is designed to protect the health and safety of all occupants, and to maintain good building air quality.

Asbestos exposure can cause asbestosis and other respiratory diseases, and is listed under Proposition 65, California Health and Safety Code Sections 25249.5 - 25249.13, as a chemical known to the State of California to cause cancer. There are uncertainties surrounding the level which can cause disease. The major reason for implementing the Asbestos Management Plan is to prevent airborne asbestos exposure of Building Occupants. If you would like to obtain further information regarding potential health risks or impacts of airborne asbestos, please contact the California Occupational Safety and Health Administration at (916) 920-6123 or the Federal Occupational Safety and Health Administration at (916) 978-5641.

Air monitoring measurements have been taken annually as part of a comprehensive building-wide ambient air monitoring study by an independent industrial hygiene consulting firm, IHI Environmental ("IHI"). IHI has advised the Building management that because of the stringent management programs and removal procedures put in place in Fox Plaza that fiber release has been minimized. All samples taken in the Annual Air Sampling Survey were significantly below the CAL/OSHA Permissible Level of 0.1 f/cc. 19 of 20 samples had fiber counts below the PCM criteria of 0.01 f/cc established in the Asbestos Management Plan. The one sample with a fiber count greater than 0.01 f/cc was reanalyzed by TEM which can distinguish asbestos from other fibers. That sample did not contain asbestos fibers. In addition to these reports, air quality measurements have also been taken during the Building's asbestos abatement projects and for various other reasons. ACM survey reports which collectively identify the presence, type and location of ACM in the Building, and include a description of the bulk sample analysis procedures, are also maintained in the Managing Agent's Office. The most recent reports are listed below. An industrial hygiene consulting firm specializing in asbestos surveys will be conducting periodic reinspections of the ACM to monitor its condition.

The Managing Agent's Office is at the office of Calfox, Inc., 425 California Street, Suite 2300, San Francisco. The asbestos-related documents covered by the asbestos notification laws are maintained there and are available for you to review and copy, at tenant's cost, upon request during regular business hours. Also upon request, these documents can be made available at the Fox Plaza Building Office. Please do not hesitate to call the Property Manager at (415) 626-6900 if you wish to arrange for access to these materials.

RECENT REPORTS

Annual Asbestos Air Sampling Survey (02/08/00)

Triennial Re-Inspection Survey (02/16/00)

12th Floor Abatement Project/Report – 11/19/99 and 08/10/99

7th Floor Abatement Project/Report – 09/13/99

CD

FILE NO. 000851

RESOLUTION NO. 505-00

RO#99117

*File 1390 Market
C Atty*

1 (Lease of Real Property)

2 **AUTHORIZING A LEASE RENEWAL FOR APPROXIMATELY THREE FLOORS**
3 **OF SPACE AT 1390 MARKET STREET FOR THE CITY ATTORNEY FOR A TERM**
4 **OF SEVEN YEARS.**

5 RESOLVED, That in accordance with the recommendation of the City Attorney and the
6 Director of Property, the Mayor, the Clerk of the Board of Supervisors and the Director of
7 Property are hereby authorized to take all actions, on behalf of the City and County of San
8 Francisco, as Tenant, to execute a written lease and other related documents with Calfox, Inc.,
9 as Landlord, of approximately 62,814 square feet of space in the building commonly known as
10 Fox Plaza, 1390 Market St., San Francisco, California, for use by the City Attorney on the terms
11 and conditions contained herein and substantially in the form on file with the Clerk of the Board;
12
13 and be it
14

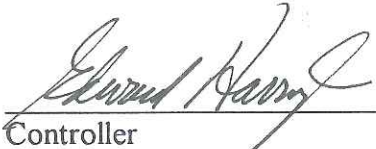
15 FURTHER RESOLVED, The lease shall commence upon the expiration of the existing
16 lease (January 1, 2001) and terminate seven (7) years thereafter (December 31, 2007). The City
17 shall have a five year option to extend the term. The monthly rent for the term shall be
18 \$\$231,526.86 (approximately \$3.69 per square foot). Where the leased premises are separately
19 metered (approximately 48,265 sq ft of the area), the City shall pay for its own electricity. The
20 City will pay other typical tenant costs including any operating expense increases over a 2000
21 base year; and be it
22

23 FURTHER RESOLVED, That the lease may include an appropriate clause (in a form
24 **[REAL ESTATE]**
25


1 increase the rent or otherwise materially increase the obligations or liabilities of the City, are
2 necessary or advisable to effectuate the purposes of the lease, the license or this resolution, and
3 are in compliance with all applicable laws, including City's Charter; and be it

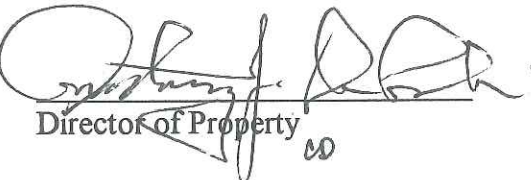
4 FURTHER RESOLVED, That all actions heretofore taken by the officers of the City
5 with respect to such lease and license agreement are hereby approved, confirmed and ratified.
6
7

8 \$51,389,161.16 Available
9 Appropriation No.
10 IG- AGF-AAA
11 CAT-CAT01-FC2
12 035004

13 
14 _____
15 Controller
16 Subject to funds being approved in
17 the Annual Appropriation
18 Ordinance for the 2000-2001 Fiscal
19 Year

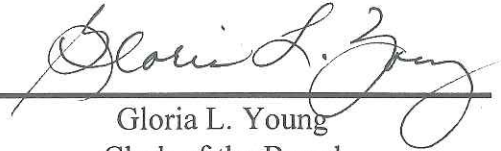
20 RECOMMENDED:

21 
22 _____
23 City Attorney

24 
25 _____
26 Director of Property

File No. 000851

I hereby certify that the foregoing Resolution was ADOPTED on May 30, 2000 by the Board of Supervisors of the City and County of San Francisco.



Gloria L. Young
Clerk of the Board

JUN - 9 2000

Date Approved



Mayor Willie L. Brown Jr.